



TOKIO MARINE
HCC

Tokio Marine HCC – Casualty Group

Artisan Contractor Division

1610 Arden Way, Suite 145, Sacramento, CA 95815

Phone: (855) 733 9500

CA License #0716339

BROKER/PRODUCER REGISTRATION CHECKLIST

Please be sure to include all of the following information in your broker/producer registration packet.

- ☐ Completed “Tokio Marine HCC – Casualty Group Non-Exclusive Producer Agreement”
- ☐ Completed “Tokio Marine HCC – Casualty Group Artisan Contractor Program – Broker Questionnaire”
- ☐ Completed W-9 Tax Form
- ☐ Copy of your Insurance License
- ☐ List (or copies) of all Non-Resident Insurance Licenses
- ☐ Copy of current E&O Declarations Page
- ☐ List of multiple agency locations and contact information (if applicable)

Completing and submitting this information does not constitute a business agreement between the producer and Tokio Marine HCC – Casualty Group. Submissions will not be accepted until a Producer Agreement is signed and accepted by Tokio Marine HCC – Casualty Group. We will contact you once the process is completed.

If you have any questions, please feel free to contact us at ArtisanEdge@tmhcc.com.

TOKIO MARINE HCC-CASUALTY GROUP NON-EXCLUSIVE
SMART CHOICE®
SUB-PRODUCER AGREEMENT

This Sub-Producer Agreement is entered into between **TOKIO MARINE HCC-CASUALTY GROUP** (hereinafter referred to as “Company”), and _____. (hereinafter referred to as “Sub-Producer”), located at _____. The Company and the Sub-Producer are sometimes referred to herein collectively as the “parties”.

In consideration of the mutual promises contained in this Agreement, it is agreed as follows:

1. This Agreement applies exclusively for business produced by the Artisan Contractors Division of Tokio Marine HCC-Casualty Group. Tokio Marine HCC-Casualty Group means HCC Casualty Insurance Services, Inc.
2. This Agreement shall be effective as of _____ and shall continue in force and effect between the parties until terminated in accordance with the provisions of this Agreement.
3. Sub-Producer acknowledges that it is a sub-agent of **Worldwide Insurance Network, Inc. d/b/a Smart Choice®** (hereinafter “Master Producer”). Nothing contained herein shall be construed to create the relationship of employer and employee between the Company and the Sub-Producer, nor master-servant, nor principal-agent. The Sub-Producer’s designation as a broker of the Company is not exclusive.
4. The Company hereby grants Sub-Producer authority to receive proposals subject however, to the laws of the state(s) in which such Sub-Producer is authorized to write insurance business. Sub-Producer **MAY NOT ACCEPT OR BIND WITHOUT PRIOR AUTHORIZATION FROM THE COMPANY**, applications for insurance covering such classes of risks as the Company may, from time to time, authorize to be insured. Sub-Producer may collect and receive premiums on insurance business tendered by the Sub-Producer and accepted by the Company, and to retain out of premiums so collected, as full compensation on business so placed with the Company, commissions as may be agreed. Notwithstanding anything to the contrary contained herein, the Sub-Producer has no authority to bind coverage or commit the Company to any insurance policy, alter or discharge any insurance policy, extend the premium payment time, waive or extend the insurance policy’s provisions or conditions, nor any other authority to act on behalf of the Company.
5. This Agreement may be terminated by either party on ten (10) days written notice to the other. All representations and obligations of the Sub-Producer herein will survive the termination of this Agreement.
6. The Sub-Producer warrants that its agents/brokers/producers are properly licensed to transact business in accordance with the provisions of the insurance laws of any state(s) in which Sub-Producer transacts business. Sub-Producer further agrees that it will hold harmless, defend and indemnify the Company for any non-compliance with or breach of this provision.

7. The Company shall pay Sub-Producer commission on all premiums paid and received on all insurance contracts written under this Agreement per the COMMISSION SCHEDULE attached to this Agreement. The COMMISSION SCHEDULE is subject to change at any time upon a written revised COMMISSION SCHEDULE being issued by COMPANY. Such commission shall be computed with respect to each such insurance contract and shall be the sole compensation paid to the Sub-Producer.
8. The Sub-Producer will be given the option of selecting an installment billing plan which will be administered by a third-party vendor. The Sub-Producer acknowledges that there is no requirement by the Company that this option be selected. However, if the Sub-Producer does select the installment billing plan option, the Sub-Producer must obtain prior written consent from the policyholder. The Sub-Producer agrees to accept all terms and conditions of the installment billing plan.

If the Sub-Producer selects the third-party installment billing plan, the third-party vendor shall directly remit on the 20th of every month all commissions and fees which are due to the Producer for all premium payments received between the 11th of the preceding month and the 10th of the current month.

9. If the policyholder and Sub-Producer do not consent to the use of the third-party installment billing plan, the Sub-Producer agrees to maintain responsibility for directly handling the billing and collection of the premium and any additional fees for the policy. The Sub-Producer hereby agrees to be fully responsible for all premiums on insurance placed through the Company. The Company shall not be responsible for premiums advanced by the Sub-Producer. The Sub-Producer hereby further guarantees payment of all earned premiums on policies or binders placed through the Company to the extent such funds are collected by the Sub-Producer. No coverage may be cancelled flat after inception unless the Company agrees to same. Whenever a policy or binder is issued, premium shall be deemed to be earned, unless it is returned with evidence satisfactory to the Company that such policy or binder did not result in contractual or other liability on the part of the Company.

The Company shall invoice the Sub-Producer for each insurance risk. The Sub-Producer agrees to remit the initial premium and subsequent installment premiums and/or additional premiums (and taxes, if applicable), by the payment date indicated on each premium invoice and as required by the original Policy and/or Endorsement(s). In the event premiums (and taxes, if applicable) are actually received by the Sub-Producer for payment to the Company, the Sub-Producer shall be liable to the Company for the full amount of all premiums and applicable taxes, less commissions. Such premiums (and taxes, if applicable) shall be due to the Company from the date that liability is assumed by the insurer.

10. If billing and collection is handled by the Sub-Producer, the Sub-Producer shall hold premium funds in a fiduciary account for business generated under this Agreement to the extent required by the applicable law. As long as the Sub-Producer is in compliance with all terms of this Agreement and applicable law, the Sub-Producer may retain any interest earned on said premium funds while so held by the Sub-Producer.
11. The Company shall be entitled the costs of collection, including reasonable attorney's fees incurred in an effort to collect unpaid premium (and taxes, if applicable) from the Sub-

Producer, if premium was actually received by the Sub-Producer for payment to the Company.

12. The Sub-Producer agrees to return commission on all return premiums at the same rate such commission was originally retained.
13. If the Sub-Producer is charging any add-on fees to the policyholder said fees are subject to separate negotiation between Sub-Producer and the policyholder. Add-on fees are not part of the premium charged by the Company or its insurers and insurance coverage is not conditional on the payment of such fees. Sub-Producer warrants that any add-on fees charges have been explained to the policyholder, are reasonable for services rendered, and comply with all statutes and regulations. Sub-Producer acknowledges that if the policy is cancelled, for any reason, the Company is not responsible for the return of any unearned add-on fees to the policyholder. The Sub-Producer agrees to indemnify, defend and hold harmless the Company, its agents, servants, and employees, against all claims, damages, losses and expenses, including reasonable attorney's fees arising out any dispute relating to all add-on fees charged by the Sub-Producer.
14. During this Agreement, and for a period of three (3) years following termination for any reason, the Company shall have the right to audit and inspect the Sub-Producer's books and records concerning the business to which this Agreement applies. Such right of audit and inspection shall be during normal business hours upon reasonable notice to the Sub-Producer.
15. Sub-Producer shall maintain professional liability (Errors and Omission) insurance coverage with a minimum aggregate policy limit of \$1,000,000 while this Agreement is in force.
16. The Sub-Producer is responsible for being familiar with the coverages, exclusions and conditions provided by policies sold by the Sub-Producer and administered by the Company.
17. The Sub-Producer shall notify the Company promptly of any claims, suits, or notices of loss (or circumstances which might reasonably be expected to result in a claim, suit or notice of loss) it has knowledge of, and shall cooperate fully with the Company to facilitate the investigation and adjustment of any claim, when and as requested by the Company.
18. Failure of the Company to enforce any provision of this Agreement or to terminate it because of a breach shall not be deemed to be a waiver of such provisions or of any breach committed by the Sub-Producer. No breach of any provision of this Agreement can be waived unless done so in writing and executed by the waiving party. The waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.
19. If any clause or provision of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. Each of the provisions of the Agreement shall be enforceable independently of any other provision, unless expressed otherwise herein.



20. This Agreement is the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior oral discussions and/or written correspondence or agreements between the Parties with respect thereto. This Agreement may only be modified by a written agreement signed by persons duly authorized to sign agreements on behalf of the Parties. This Agreement shall apply to current policies already placed through the Company and in force at the date hereof and all future policies which may be placed by the Sub-Producer.
21. This Agreement and the obligations hereunder may not be assigned by the Sub-Producer or otherwise transferred, without the express written consent of the Company.
22. This Agreement shall be deemed to have been made and performed in Texas and shall be governed by and construed and enforced in accordance with the laws of the state of Texas.

IN WITNESS WHEREFOF, the parties hereto have signed this Agreement on the date and in the year first above written.

DATED: _____

DATED: _____

TOKIO MARINE HCC-CASUALTY GROUP

(Sub-Producer Company Name)

BY: Dave Boatman

BY: _____
(PRINT NAME)

BY: _____
(SIGNATURE)

BY: _____
(SIGNATURE)

TITLE: Vice President

TITLE: _____

FEDERAL TAX ID:

Commission Schedule

COMMISSION SCHEDULE

Program: Artisan Contractors Division

Artisan Program:	15 %
All Other Artisan Programs:	Not Available

Please answer all questions completely. Attach additional pages if necessary. Completion of this questionnaire does not constitute a business agreement between the producer and Tokio Marine HCC Casualty Insurance Service, Inc. Submissions will not be accepted until a Producer Agreement is signed and accepted by Tokio Marine HCC. You will be notified in writing upon acceptance.

1. GENERAL INFORMATION

Name of Entity: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Name of Principal/Officer to sign producer agreement: _____ Title: _____

Phone: _____ Fax: _____ Website: _____

Email: _____

Name of Billing Contact: _____ Billing Email: _____

Business Type: ☐ Corporation ☐ Partnership ☐ Individual ☐ Other (Explain): _____

Are you a Captive Agency or part of an Agency Network, Cluster, Aggregator or Franchise?
☐ No ☒ Yes: Select Agency If other (Explain): **Smart Choice**

2. LICENSING INFORMATION

Entity FEIN: _____

Licensing Contact: _____ Phone: _____ Email: _____

Entity License Information:

State	License Number	Expiration Date	State	License Number	Expiration Date
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--			--		
--			--		

Individual User Information

Commercial User's Name	State	License No.	Role	Email Address
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	--			

Attach additional pages if needed.

3. ERRORS & OMISSIONS

E&O Carrier: _____ Expiration Date: _____

Limits: _____ (Minimum E&O Limits - \$1,000,000) Deductible: _____

Describe any Fidelity or E&O claims in the last five (5) years. Use a separate sheet if needed: Check here if none ☐

4. PREMIUM VOLUME & DISTRIBUTION – MUST BE COMPLETE

List agency's total premium volume for the last six (6) years: **Or enter N/A if not applicable**

Year	Annual Premium Volume	Year	Annual Premium Volume
2017		2014	
2016		2013	
2015		2012	

List top five (5) artisan contractor carriers, including bind and premium volume:

Carrier Name	No. of Years Represented	Annual GL Binds	Annual Premium Volume

Anticipated Premium volume to Tokio Marine HCC Artisan will come from the following sources:

New Business:	\$
Transfer from another carrier:	\$
Transfer from discontinued carrier:	\$
Other:	\$

5. SIGNATURE

The undersigned hereby declares that the answers given with respect to the foregoing questions are true, complete and accurate with no representations, omission or any other concealment of fact.

Signature of Principal:

Date:

FOR TOKIO MARINE HCC ARTISAN – USE ONLY

Calculated Agency Submission Commitment for Six (6) Months: _____ or: _____ Per Month

Reviewed By: _____ Date: _____

Approved By: _____ Date: _____

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
OR									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/tw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Tokio Marine HCC – ArtisanEdgeTM

Product Portfolio

ArtisanEdge, the fastest online insurance portal, changes how producers write contractor policies. Exclusive registration provides agents direct access to the portal, with products written on A.M. Best A++ XV rated paper.* The user-friendly portal allows agents to quote, bind, issue policies and schedule installment billing in minutes.

ArtisanEdge Products

Product	Highlights	Limits of Liability	Minimum Premium / Deductible Options
Contractor General Liability	<ul style="list-style-type: none"> Commercial and residential exposures accepted Blanket Additional Insured endorsement included at no charge Waiver of Subrogation included at no charge 	<ul style="list-style-type: none"> \$1,000,000 / \$2,000,000 / \$2,000,000 Excess limits up to \$5,000,000 available 	<ul style="list-style-type: none"> Minimum premium starting as low as \$450
Remodeler General Liability	<ul style="list-style-type: none"> Commercial and residential exposures accepted Structural remodelers qualify for coverage Available in 45 states 	<ul style="list-style-type: none"> \$1,000,000 / \$2,000,000 / \$2,000,000 Excess limits up to \$5,000,000 	<ul style="list-style-type: none"> Minimum premium starting as low as \$600 Deductibles starting at \$500
Contractor Personal Property	<ul style="list-style-type: none"> 3 tiers of coverage customization: <ul style="list-style-type: none"> Standard Premier Elite 	N/A	<ul style="list-style-type: none"> Deductibles starting as low as \$500
Excess Liability	<ul style="list-style-type: none"> 46 contractor classifications accepted Coverage provided for: <ul style="list-style-type: none"> General liability Auto liability Hired and Non-Owned auto liability Employee benefits liability Stop Gap Employers liability Supported or upsupported coverage available 	<ul style="list-style-type: none"> Up to \$5,000,000 	<ul style="list-style-type: none"> Minimum premium starting as low as \$650
Contractor Professional Liability	<ul style="list-style-type: none"> 31 Contractor classes covered Contractors Pollution Liability can be added 	<ul style="list-style-type: none"> \$1,000,000 / \$1,000,000 and \$1,000,000 / \$2,000,000 	<ul style="list-style-type: none"> Minimum premium starting as low as \$1,500 Deductibles starting as low as \$5,000
Contractor Pollution Liability	<ul style="list-style-type: none"> Specifically designed for specialty and trade contractors Claims Made or Occurrence based policies Terrorism included at no additional charge 	<ul style="list-style-type: none"> Up to \$2,000,000 	<ul style="list-style-type: none"> Minimum premium starting as low as \$500 Deductibles starting at \$5,000
Builders Risk	<ul style="list-style-type: none"> Commercial and residential projects accepted Coverage available for general contractors and building owners Scaffolding and temporary fencing are included 	<ul style="list-style-type: none"> Up to \$2,500,000, including frame construction 	<ul style="list-style-type: none"> Minimum premium starting as low as \$250
Contractors Equipment	<ul style="list-style-type: none"> Coverage available to excavators and loaders Owned and borrowed equipment are protected Coverage extensions, as well as supplemental coverages include: <ul style="list-style-type: none"> Debris removal New equipment Pollutant cleanup 	<ul style="list-style-type: none"> Up to \$250,000 any one piece of equipment \$2,500,000 in total scheduled equipment 	<ul style="list-style-type: none"> Minimum premium starting as low as \$250

ArtisanEdge Benefits

Real Time Pricing

Obtain a real time price indication, along with the insured's customized risk score, all based upon your client's individual characteristics.

Automated Underwriting

The simplified, online submission platform makes ArtisanEdge an industry leader in response time.

Streamlined Processing

The ArtisanEdge 4 step underwriting process makes quoting, binding and issuing a policy fast and simple.

National Presence

ArtisanEdge is available in 45 states with additional products coming soon.

Continuous Training

Weekly webinars are available to ensure you achieve success with ArtisanEdge.

Customer Service

Our dedicated team of representatives is available from 8:00 a.m. EST to 6:00 p.m. PST.

- Submissions are processed in 4-5 minutes
- Endorsements are issued in 1 hour
- Loss Runs are produced within 24 hours

Fastest insurance portal in the industry

A.M. Best A++ XV rated paper

Instant policy issuance

Convenient billing options

Products tailored to the artisan contractor community





**TOKIO MARINE
HCC**



Eligible Contractor Classifications

- Carpentry
 - Finish and framing
- Ceiling and wall
- Drywall
- Floor covering
- Locksmiths
- Painters
- Paperhanging
- Renovation / handyman
- Tile and stone installation
- Awning
- Concrete
- Excavation
- Fencing
- HVAC
- Lawn care
- Landscaping
- Solar
- Electrical
 - Low-voltage systems
 - Sign installation
- Boiler and steam
- Water drilling
- Septic systems
- Swimming pool maintenance
- Water conditioning
- Debris removal
- Glazing
- Insulation
- Refrigeration
- Non-electrical sign installation
- Vacuum systems
- Masonry
- Decorative metal erection
- Metal products
- Sheet metal

Why Tokio Marine HCC

Tokio Marine HCC is a leading specialty insurance group underwriting more than 100 classes of specialty insurance in approximately 180 countries. Headquartered in Houston, Texas, the company is made up of highly entrepreneurial teams equipped to underwrite special situations, companies and individuals. Tokio Marine HCC is part of Tokio Marine, a premier global insurance company with a market capitalization of approximately \$33.8 billion, as of December 31, 2017.

Contact us

855-733-9500
ArtisanEdge@tmhcc.com
www.ArtisanEdge.com

Office Locations

Sacramento	Columbus
San Diego	Atlanta
Chicago	Houston

Not all coverages or products may be available in all jurisdictions. The description of coverage on this page is for information purposes only. Actual coverages will vary based on local law requirements and the terms and conditions of the policy issued. The information described herein does not amend, or otherwise affect, the terms and conditions of any insurance policy issued by HCC Casualty Insurance Services, Inc. In the event that a policy is inconsistent with the information described herein, the language of the policy will take precedence.

A member of the Tokio Marine HCC group of companies

Mind over risk

**TOKIO MARINE HCC-CASUALTY GROUP
COMMISSION SCHEDULE**

Program: **Artisan Contractors Division**

Effective Date: _____

	Sub-Agent Commission	Worldwide Insurance Network, Inc. Override
Artisan General Liability Products:	15%	2.5%
All Other Products:	Not Available	