

# RLI Sub-Producer Contract

## Insurance Brokers Service Corporation



**Please complete the contract and send it over along with a copy of your E&O certificate.**

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

Street Address: \_\_\_\_\_  
(City/State/Zip)

Main Contact Name: \_\_\_\_\_

Main Contact Title: \_\_\_\_\_

Main Contact Email: \_\_\_\_\_ Main Contact Phone: \_\_\_\_\_

**Additional Contact Email(s): Additional contacts will be registered in RLI Portal.**

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**Submit complete form to:**

**Kate Langford**  
Director of Insurance Programs  
102 St. Claire Pl. Ste., 1A | Stevensville, MD 21666  
kate@bigimd.com.

# IBSC/Agency Agreement

This agreement made on \_\_\_\_\_ between the Insurance Brokers Service Corporation

Date

(hereinafter designated as IBSC) and \_\_\_\_\_ Located in the state of \_\_\_\_\_,  
in the county of \_\_\_\_\_ (Hereinafter called the Agent).

Agency

State

## **Witnesseth that:**

IBSC hereby grants authority to the Agent to submit for insurance coverage, risks located in Maryland under insurance programs through IBSC. This authority is subject to laws of the State of Maryland in which such Agent is authorized to write insurance business and to the terms and conditions hereinafter set forth.

It is hereby agreed between IBSC and the agent as follows:

## **Agent Responsibilities**

The Agent agrees to maintain a Maryland insurance license for property and casualty insurance and to adhere to the laws and responsibilities that apply.

## **Premium Remittance**

All payments must be made online by the insured through the RLI Portal system. IBSC does not accept direct payments for insured premiums. Any payment received by IBSC will be returned.

## **Commissions**

IBSC shall pay commissions to the Agent as agreed. IBSC shall deduct from each return premium (including cancellations ordered by IBSC) a return commission calculated at the same rate as the original commission thereon. Commissions may be changed by IBSC upon written notice to the Agent.

\*\*SEE ADDENDUM #1\*\*

## **Binding Authority**

In no event may the agent bind ibsc or the company on any risk.

## **Errors & Omissions Coverage**

The Agent shall maintain, at its own expense, Errors and Omissions coverage of \$1,000,000. and shall furnish IBSC with a certificate of insurance indicating dates and limits of such coverage.

## **Claims**

The Agent agrees to report directly to IBSC all claims, except Workers' Compensation claims, which shall be reported directly to the company with a copy to IBSC.

## **Termination**

This agreement will be immediately terminated in the event there has been a violation of either IBSC's or the Agent's fiduciary responsibility, and/or insolvency, threat of insolvency, fraud, abandonment, willful, gross, or negligent misconduct, including the termination or suspension of either IBSC's or the Agent's license. This agreement will be continuous and may be terminated by either party at any time by 30 days' written notice. In the event of termination, the Agent's records, use, and control of expiration shall remain the property of the Agent and shall be left in his/her possession except as provided under the premium remittance section of this contract.

## **Ownership of Expirations**

The use and control of expirations, and the records thereof, shall remain in the undisputed possession and ownership of the Agent, except as provided under the premium remittance section of this contract.

## **Indemnification**

The Agent is not an employee of IBSC, but is an independent contractor. IBSC shall not be liable for the negligent acts, errors or omissions of the Agent or his/her employees or representatives. The Agent shall indemnify and hold harmless IBSC resulting from unauthorized acts or transactions by the Agent, its employees, and/or subagents, but only to the extent that the Agent would have been legally liable to the IBSC by statute or of Common law, for those costs, causes of action, and damages suffered by the company. The IBSC agrees to indemnify and hold harmless the Agent from any claims or administrative or legal action including expenses of investigation and attorney's fees resulting from any alleged or actual unlawful or negligent act of IBSC.

## **Amendments**

All amendments to this agreement, excluding the schedule of commissions, will require the express written consent of both IBSC and the Agent.

## **Arbitration Clause**

The following procedure will be followed in the event of a disagreement or dispute involving the interpretation of this agreement or the performance or non-performance of IBSC and the Agent. The parties will make every effort to establish a meeting for the purpose of settling unresolved disputes. It is understood that this meeting will be conducted in good faith. A panel of three disinterested arbitrators will decide all unresolved disputes with regard to the conditions of this agreement. The party who will furnish written notice of the appointments to the other party. Within ten days thereafter, the other party will appoint one arbitrator who will be designated as the presiding officer of the panel. If the appointed arbitrators fail or refuse to choose a third arbitrator within thirty days after having been appointed, the third arbitrator will be chosen by a court having jurisdiction of the disputed agreement.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

*Kate Langford*

**Kate Langford**

**Director of Insurance Programs**

kate@bigimd.com/410-766-0845

## Addendum #1

### RLI Commissions

#### Big I Maryland Members

##### New Business:

Personal Umbrella Policies - 15%

PUP Special - 12%

Home Business Policies - 13%

##### Renewals:

Personal Umbrella Policies - 12%

Pup Special - 10%

Home Business Policies - 12%

#### Non-Members

##### New Business:

Personal Umbrella Policies - 10%

PUP Special - 7%

Home Business Policies - 7%

##### Renewals:

Personal Umbrella Policies - 10%

Pup Special - 7%

Home Business Policies - 7%