



PERMANENT GENERAL COMPANIES
Agency Application Checklist and Fax Cover Page

Agency Name: _____

Phone Number: _____

Agency Contact: _____

Application Checklist

Instructions: Please complete the required forms according to the application checklist below.

- Agency Application
For multiple locations, please complete an Additional Location form for **each** location and list them below

- Agency Agreement
- Copy Of Current Dec Page For Errors And Omissions Coverage
- Copy Of Current Licenses For **Each** Producer
- Appropriate Documentation for YES Answers When Required
- Agency Authorization For Electronic Funds Transfer Form
For multiple locations with different accounts, complete a form for **each** location.
- Voided check for **Each** Agency EFT Form
- Completed and Signed W9

Important Note:
Applications will NOT be processed if any of the forms are missing or incomplete.

Using this checklist as a cover page, fax all information to either of the of the numbers below

FAX COMPLETED FORMS TO
866-946-5399
OR EMAIL TO
licensing@thegeneral.com

If you have any questions, please contact one of the following at 1-800-280-1466

Diona Gardner, Ext. 1964
Inside Sales Representative

Kimberly Bodiford, Ext. 1503
Inside Sales Representative



AGENCY APPLICATION

- PGAC
- PGAC OF OHIO
- GAIC

Business Entity Name: _____

Trade name: _____

Status: Corporation LLC Sole Proprietorship Partnership Individual

Date Agency Established: _____ FEIN: _____

Business Telephone: _____ Fax Number: _____

Physical Address (No P.O. Boxes): _____

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

Mailing Address: _____ City: _____ State: _____ Zip Code: _____

Non Standard contact: _____ Email: _____

Agency Email Address: _____

Agency Website Address: _____

List Additional Office Locations: (List Additional On A Separate Sheet)

| Agency Name | Address | City | State | Zip | Phone / Fax |
|-------------|---------|------|-------|-----|-------------|
| | | | | | |

| Agency Name | Address | City | State | Zip | Phone / Fax |
|-------------|---------|------|-------|-----|-------------|
| | | | | | |

VOLUME INFORMATION: (Attach Loss Ratio Info, If Available)

Total Agency Written Premium: \$ _____ Total NB Auto Apps-Mo: _____

Total Non-Standard Auto: \$ _____ Total NB Non-Std Apps-Mo: _____

App. Commitment (per mo): # _____ Projected Written Premium w/ PGC: _____

| <u>Company (Top Five NSA Markets)</u> | <u>Year Appointed</u> | <u>Monthly Apps.</u> | <u>Total Written Premium</u> |
|---------------------------------------|-----------------------|----------------------|------------------------------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ |
| 5. _____ | _____ | _____ | _____ |

Top Two Standard Auto Markets:

| | | | |
|----------|-------|-------|-------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |

E&O INFORMATION: (Please Attach Copy Of Current Dec Page)

Company: _____ Limits: _____ Expires: _____

GENERAL INFORMATION:

Comparative Rater Used? Yes ____ No ____ If Yes Name: _____

Agency Management System: _____ IVANS Download? Yes ____ No ____

Will your agency sell Motor Club policies? Yes ____ No ____ Are you licensed with NSD? Yes ____ No ____

OWNER/OFFICER INFORMATION: (List Additional On A Separate Sheet)

Owner/Officer Name: _____ **Title:** _____

SSN: _____ DOB: _____ Spouse's Name: _____

Home Address: _____ Home Phone Number: (____) _____

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

P&C License Number (if applicable): _____ Expiration Date: _____

- 1. Has the business entity or any owner, partner, officer, director or employee ever been convicted of, or is the business entity or any owner, partner, officer, director or employee currently charged with, committing a crime, whether or not adjudication was withheld? Yes ____ No ____

“Crime” includes a misdemeanor, felony or a military offense. You may exclude misdemeanor traffic citations and juvenile offenses. “Convicted” includes, but is not limited to, having been found guilty by verdict of a judge or jury, having entered a plea of guilty or no contest, or having been given probation, a suspended sentence or a fine.

- 2. Has the business entity or any owner, partner, officer, director or employee ever been involved in an administrative proceeding regarding any professional or occupational license? Yes ____ No ____

“Involved” means having a license censured, suspended, revoked, canceled, terminated; or, being assessed a fine, a cease and desist order, a prohibition order, a compliance order, placed on probation or surrendering a license to resolve an administrative action. “Involved” also means being named as a party to an administrative or arbitration proceeding, which is related to a professional or occupational license. “Involved” also means having a license application denied or withdrawing an application to avoid a denial. You may EXCLUDE license terminations due solely to noncompliance with continuing education requirements or failure to pay a renewal fee.

- 3. Has any demand been made or judgment rendered against the business entity or any owner, partner, officer, director or employee for overdue monies by an insurer, insured or producer, or ever been subject to a bankruptcy proceeding? Yes ____ No ____

- 4. Has the business entity or any owner, partner, officer or director ever been notified by any jurisdiction of any delinquent tax obligation that is not the subject of a repayment agreement? Yes ____ No ____

If you answer yes, identify the jurisdiction(s): _____

- 5. Is the business entity or any owner, partner, officer, director or employee a party to, or has it or any of them ever been found liable in any lawsuit or arbitration proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation, or breach of fiduciary duty? Yes ____ No ____

- 6. Has the business entity or any owner, partner, officer, director or employee ever had an insurance agency contract or any other business relationship with an insurance company terminated for any alleged misconduct? Yes ____ No ____

If you answered yes to any of the above questions please explain _____

WARRANTY AND SIGNATURE:

NOTICE TO AGENCY OF INVESTIGATION UNDER THE FAIR CREDIT REPORTING ACT

The Agency authorizes all workers' compensation boards, industrial accident boards, corporations, companies, credit agencies, educational institutions, persons, law enforcement agencies, former or current employers and military services to release all written and verbal information to any reporting agency selected by Permanent General. The Agency and the Principal/Owner noted below releases them from any liability and responsibility for doing so. The Agency also authorizes Permanent General to procure a consumer/credit report for the purpose of reviewing and determining the Agency's worthiness in being appointed and/or licensed as a Permanent General agency. The Agency understands that it may contain information about the Agency's background and reputation. This authorization, in original or copy form, shall be valid for this and any future reports or updates that may be requested.

The Agency hereby verifies the foregoing answers and statements and declares that they were made under the penalties of perjury. The Agency authorizes Permanent General to release, for the purpose of processing the agency's application for license/appointment, any information obtained to any Permanent General Companies affiliate or to the principal of the Agency recommending the Agency's appointment to Permanent General. The Agency understands and agrees that any misrepresentation of fact, whenever discovered, will be the basis for termination for cause of any such appointment. The Agency agrees to immediately notify your office of any material changes in the above information.

(Agency Principal/Owner Signature)

Date

(Agency Principal/Owner Signature)

Date

APPROVED:

Agency Sales Representative

If you have any questions, please contact one of the following at 1-800-280-1466

Diona Gardner, Ext. 1964
Inside Sales Representative
dgardner@thegeneral.com

Kimberly Bodiford, Ext. 1503
Inside Sales Representative
kbodiford@thegeneral.com



Individual Agent Information Form – Copies of Current Licenses Must Be Attached

Each producer, officer, principal, or member involved in the solicitation, negotiation, or sale of business on behalf of Permanent General Companies must fill out an Individual Agent Information Form

Full Legal Name of Agent To Be Appointed: _____

Maiden or Former Name(s), If Applicable: _____

Male Female Place Of Birth: _____ Date Of Birth: _____ Marital Status: _____

Employer: _____ Social Security Number: _____

Agent Position: _____ DOI License Number: _____

E-Mail Address: _____ License Expiration Date: _____

Fax Number: _____ Business Number: _____

List your place(s) of residence for past five years (leave no gaps), if necessary attach additional sheet:

Address: _____ City: _____ State: _____ Zip Code: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Mailing Address (If different): _____

Background Information

1. Have you filed for, or been discharged from, any bankruptcy, insolvency, or assignment for the benefit of creditors with a filing or discharge date, whichever is later, within the last five years? Yes No
2. Do you have delinquent unpaid debts including, but not limited to, loans, tax liens, outstanding civil judgments, child support payments or alimony payments, exceeding, in total \$10,000? Yes No
3. Have you been convicted, plead guilty, or plead no contest to any misdemeanor involving dishonesty or breach of trust, within the last five years? Yes No
4. Have you ever been convicted, plead guilty, or plead no contest to any felony? Yes No
5. Has your insurance license ever been revoked by, or surrendered to, any state or have you ever been fined, penalized, sanctioned, or subject to any other disciplinary action by a state or federal regulatory agency or self-regulatory organization as a result of your activities in the business of insurance, securities, banking, investment banking, or real estate? Yes No
6. Are you now the subject of any complaint, investigation, or proceeding that could result in a YES answer to any of the previous questions? Yes No

* If you have answered YES to any question, provide complete details and appropriate documents such as official court records.

PLEASE REMEMBER TO INCLUDE A COPY OF YOUR AGENT LICENSE



Employment and/or Insurance Experience

List your insurance and/or employment history for the past five years. If during the past five years you were self-employed in an industry other than insurance, provide company name, address, and daytime phone number and contact person for **four** long-term customers and/or vendors and your commercial landlord.

Company Name: _____ From: (mo/yr) _____ To: (mo/yr) _____

Address: _____ City: _____ State: _____ Zip Code: _____

Job Title: _____ Supervisor/Manager: _____

May we contact your employer? Yes No

Company Name: _____ From: (mo/yr) _____ To: (mo/yr) _____

Address: _____ City: _____ State: _____ Zip Code: _____

Job Title: _____ Supervisor/Manager: _____

May we contact your employer? Yes No

If necessary, list any additional employment history on a separate sheet.

Notice to Agent of Investigation Report Under Fair Credit Reporting Act

I authorize all corporations, companies, educational institutions, persons, law enforcement agencies, and former or current employers to release all written and verbal information about me to any reporting agency selected Permanent General. I release them from any liability and responsibility for doing so. I also authorize Permanent General to procure a consumer/credit/criminal background report ("Consumer Report") For the purpose of reviewing and determining my worthiness in being appointed, licensed or contracted ("appointment") as a Permanent General agent. I have been given a stand-alone consumer notification that a Consumer Report will be requested and used for the purpose of evaluating me for appointment. This authorization, in original or copy form, shall be valid for this and any future reports or updates that may be requested, the extent allowed by law.

I hereby verify the foregoing answers and statements, I authorize Permanent General to release, for the purpose of processing my application for appointment, any information obtained to any Permanent General Companies affiliate or to the principal of the agency recommending my appointment with Permanent General Companies. I understand and agree that any misrepresentation of fact, whenever discovered, will be the basis for the termination for cause of any such appointment. I hereby certify that I have never been convicted of a state or federal felony crime that would prohibit me from participating in the business of insurance.

I agree to immediately notify Permanent General of any material changes in the above information.

Agent Signature

Date

If you have any questions, please contact one of the following at 1-800-280-1466

Diona Gardner, Ext. 1964
Inside Sales Representative
dgardner@thegeneral.com

Kimberly Bodiford, Ext. 1503
Inside Sales Representative
kbodiford@thegeneral.com

FAX # 866-946-5399



Agency Trust/Sweep Account EFT Authorization Agreement

New Trust/Sweep Account Implementation

Change Trust/Sweep Account

Fax to: 866-946-5399 or

Email to: licensing@thegeneral.com

Agent # _____

Email: _____

Phone # _____

Fax #: _____

Agency Name: _____

Address: _____

Bank Name: _____

Bank City / State: _____

Bank Routing #: _____

Bank Account #: _____

I, the above named Agent authorize Permanent General Companies, Inc. or its affiliates, to originate electronic deposits into and withdrawals from the above bank account. I further authorize the above bank to accept and honor such instructions. Permanent General Companies, Inc. or its affiliates hereby agree to indemnify the bank named above against any liability that may arise against it on account of this authorization. This agreement may terminate at any time by written agreement of the parties and will automatically terminate twelve months after the termination of the Agency Agreement between Agent And Permanent General Companies, Inc.

Authorized Signature: _____

Title: _____

Date: _____

COPY OF CHECK REQUIRED

| | |
|--------------------------------|-------------|
| Your Insurance Company | 0000 |
| Anywhere you wish | |
| Money Making City USA | Date _____ |
| Pay to | |
| The order of _____ | _____ |
| PLACE VOIDED CHECK HERE | |
| | DOLLARS |
| Your Bank | |
| Address | |
| Any City USA | |
| : 123456789 : | : 1234567 : |
| | 0000 |



Agency Commission Direct Deposit Account
EFT Authorization Agreement

New Commission Account Implementation

Change Commission Account

Fax to: 866-946-5399 or

Email to: licensing@thegeneral.com

Agent # _____

Email: _____

Phone # _____

Fax #: _____

Agency Name: _____

Address: _____

Bank Name: _____

Bank City / State: _____

Bank Routing #: _____

Bank Account #: _____

I, the above named Agent authorize Permanent General Companies, Inc. or its affiliates, to originate electronic deposits into and withdrawals from the above bank account. I further authorize the above bank to accept and honor such instructions. Permanent General Companies, Inc. or its affiliates hereby agree to indemnify the bank named above against any liability that may arise against it on account of this authorization. This agreement may terminate at any time by written agreement of the parties and will automatically terminate twelve months after the termination of the Agency Agreement between Agent And Permanent General Companies, Inc.

Authorized Signature: _____

Title: _____

Date: _____

*****COPY OF CHECK REQUIRED*****

| | |
|--|----------------------|
| Your Insurance Company Anywhere you wish Money Making City USA | 0000 |
| Pay to The order of _____ | Date _____ |
| PLACE VOIDED CHECK HERE \$ | <input type="text"/> |
| _____ | DOLLARS |
| Your Bank Address Any City USA | |
| : 123456789 : | : 1234567 : |
| | 0000 |



UNDER THE FAIR CREDIT REPORTING ACT

This is to inform you that a consumer report or an investigative consumer report may be obtained from a Consumer Reporting Agency for the purposes of reviewing and determining your worthiness in being approved and/or licensed as a Permanent General Agent.

This report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living from public record sources or through personal interviews with your neighbors, friends or associates. You will receive a copy of whatever credit report we obtain before we take any adverse action against you. You may also have a right to request additional disclosures regarding the nature and scope of the investigation.

PAYMENT CARD INDUSTRY STANDARDS (PCI)

The Agency will abide by Permanent General's policies regarding the protection of the Cardholder Data:

- Shred, incinerate, or pulp hardcopy materials that contain cardholder data so that it cannot be reconstructed.
- For any cardholder data on electronic media, the data should be rendered unrecoverable so that it cannot be reconstructed.

THIS CONSUMER NOTIFICATION IS TO BE RETAINED BY THE APPLICANT

AGENCY AGREEMENT



- PERMANENT GENERAL ASSURANCE CORPORATION
 PERMANENT GENERAL ASSURANCE CORPORATION OF OHIO
 THE GENERAL AUTOMOBILE INSURANCE COMPANY, INC.
(herein "Company")

(Check applicable boxes)

Company and _____(herein "Agent") mutually agree to the following:

- I. **AUTHORITY OF AGENT.** The Agent is an independent contractor and is not an employee of Company. Subject to the requirements imposed by law, the terms of this Agreement, and Company's underwriting rules and regulations, Agent is authorized to:
- A. Solicit and receive applications, provide quotes based on Company's rates, bind coverage, and collect, receive, and receipt premiums for insurance products.
 - B. Provide all usual and customary services of an insurance agent on all insurance contracts placed by the Agent with Company.
 - C. Agent shall have no authority to:
 - 1. Bind Company (a) based on information Agent knows or has reason to know is false, (b) with an effective date prior to the date Agent receives the request and required down payment for such coverage, (c) on any class of risk or type of business not permitted under Company's underwriting rules and regulations, or (d) for a period in excess of three (3) business days from the time the application is taken.
 - 2. Make, vary, add to, or in any way alter the provisions of any Company policy, or waive any of our rights thereunder without our prior written consent.
 - D. By written notice specifying the effective date, Company may expand, restrict, or modify all or any part of Agent's authority to represent it.
- II. **DUTIES OF AGENT.** The Agent agrees to:
- A. Comply with all applicable state and local laws, to include being properly licensed in any state, county, or municipality in which Agent represents Company.
 - B. Comply with Company's underwriting rules, regulations and rate manuals. By written notice specifying the effective date, Company can change its underwriting rules and regulations.
 - C. Keep a true and accurate record and account for all business transacted on behalf of Company, physically maintain such records for such period of time as is specified by Company, and forward all applications, renewals, endorsements, and payments to Company or its designee in the manner specified by Company, including but not limited to electronic transmission.
 - D. Maintain in force an agent's policy of errors and omissions insurance with an aggregate limit of liability of \$500,000 insuring Agent and Agent's employees.
 - E. Pay Agent's operating expenses, including but not limited to license fees and taxes.
 - F. Instruct policyholders to immediately report all losses directly to Company, and to refer all inquiries or information received by Agent regarding a claim or loss to Company.
 - G. Grant Company access to Agent's facilities for the purpose of inspecting records and accounts and provide reasonable assistance to Company during such inspections.
 - H. Provide Company or its designee with information in Agent's possession or control pertaining to the subject matter of this Agreement, including but not limited to all or part of any file maintained by Agent with regard to any insurance policy issued by Company through Agent.
- III. **ACCOUNT RELATIONSHIP BETWEEN AGENT AND COMPANY**
- A. Agent is responsible for collecting any premium payments required under Company's underwriting rules and regulations. Any premium payment so received must be remitted as soon as is practicable to Company, and no commission may be withheld by Agent.
 - B. All funds received by Agent as premium payments for insurance written under this Agreement are received in a fiduciary capacity for the benefit of Company. Agent will forward all premiums to Company or its designee in the manner specified by Company, including but not limited to electronic transmission.
 - C. Company shall be responsible for billing and collecting installment and renewal premiums.
 - D. If this Agreement is terminated, for any reason, Company will continue to bill, process, and renew business issued pursuant to this Agreement for the period of time specified in the notice of termination.

IV. COMMISSIONS.

- A. Company will pay as full compensation for all services rendered under this Agreement commissions as specified in its schedule of commissions, attached hereto as Schedule A. Company reserves the right to discontinue any product line listed in Schedule A without notice.
- B. By written notice specifying the effective date, Company can change its schedule of commissions.
- C. Commissions on business written by Agent shall be paid within twenty (20) days after the end of the month in which the business was received and recorded by Company. In the event that such business is cancelled during the policy term, regardless of reason, Company will advise Agent of the amount of the unearned commission. Agent shall remit the unearned commission to Company within twenty (20) days of the receipt of such notice.
- D. Company shall have the right to offset any sums due it from Agent from any sums due Agent from Company.

V. TERMINATION OR SUSPENSION.

- A. This Agreement shall terminate immediately for cause:
 - 1. If any public authority revokes, cancels or declines to renew the Agent's license or certificate of authority.
 - 2. Upon the sale or transfer of Agent's business, or the sale or transfer of over 50% of Agent's assets, or Agent's merger or consolidation with another firm, unless this Agreement is assigned as provided below.
 - a. Agent agrees to give advance written notice to Company of any sale or transfer of the Agent's business, or any part thereof, or of its consolidation with a successor firm. Company may at its option (i) assign this Agreement to the successor, or (ii) enter into a new Agreement with the successor, or (iii) terminate this Agreement.
 - b. In the event that If Agent directly or indirectly sells all or any portion of its Company related expirations, data or files to any person or entity which Company in its sole discretion deems to be a competitor of Company, Company may, at its option, directly solicit past or present policyholders of Company, for any and all purposes, free of any claim of the Agent or the Agent's successor or assignee.
 - 3. If Agent ceases doing business as an insurance producer.
 - 4. If Agent is declared insolvent or bankrupt.
 - 5. If Agent engages in fraudulent conduct.
 - 6. In the event that this Agreement is terminated for cause pursuant to this paragraph, Agent forfeits any and all current or future rights to commission, income, policy renewals, policy expirations, customer information or other data or information generated or maintained by the Agent in connection with the sale of automobile insurance through Company, and hereby agrees that Company may take immediate possession of all of the above property or information, which property, records and information may be retained or transferred by Company at its option.
- B. This Agreement may terminate without cause upon either party giving at least 30 days written notice to the other. In the event that this Agreement is terminated pursuant to this provision:
 - 1. Company shall service any unexpired insurance policies issued through Agent, and also arrange for appropriate underwriting, claims, inspection, premium audit and other necessary Company services on such policies.
 - 2. Company shall, at the Agent's request, provide the Agent with a complete list of existing policies placed by the Agent with Company, including expiration dates, together with other information on such policies contained in Company's records as may reasonably be provided.
 - 3. Agent's authority to write or bind any new or renewal business on behalf of Company shall be terminated immediately upon receipt of the written notice. Agent shall continue to have authority to service existing business and bind endorsements on existing policies.
 - 4. In the event that the Agreement is terminated without cause pursuant to this paragraph, and if the Agent is not in default of any other obligation imposed by this Agreement, Agent retains control over any and all current or future rights to commission, income, policy renewals, policy expirations, customer information or other data or information generated or maintained by the Agent in connection with the sale of automobile insurance through Company.
- C. If Agent is delinquent in payment of amounts due Company or is otherwise in default of any term or condition of this contract, Company may, by notice to Agent, immediately suspend the Agent's authority to:
 - 1. Write or bind any new or renewal business.
 - 2. Change any existing policy.
 - 3. This provision shall not apply to routine differences in the accounting records of the Agent and Company which are minor in amount and do not involve premiums collected and willfully withheld by the Agent.
 - 4. This Agreement will be restored to full force and effect upon payment of the delinquent amount to Company, or by cure of the default.

5. In the event the delinquency or default continues for more than thirty (30) days after notice, this agreement will terminate.
 6. In the event that this Agreement is terminated for default or delinquency pursuant to this paragraph, Agent forfeits any and all current or future rights to commission, income, policy renewals, policy expirations, customer information or other data or information generated or maintained by the Agent in connection with the sale of automobile insurance through Company, and hereby agrees that Company may take immediate possession of all of the above property or information, which property, records and information may be retained or transferred by Company at its option.
 7. In the event that this Agreement is terminated for default or delinquency pursuant to this paragraph, Company shall apply the proceeds from the sale or service of renewals or expirations first to any expenses incurred by it in connection with such sale or service, and then to any indebtedness owed by Agent to Company. If the proceeds are insufficient to discharge in full the Agent's indebtedness to Company, the Agent shall remain liable for the balance of such indebtedness and Agent shall be liable for additional damages which include, but are not limited to, attorneys' fees and prejudgment interest at the maximum legal rate per annum from the date of default. Any sums obtained by Company in excess of indebtedness shall be returned to the Agent provided that such sums are obtained within twelve (12) months of the termination of this Agreement.
- D. Upon termination of this Agreement, all manuals, forms and applications in Agent's possession are to be returned immediately to Company.

VI. INDEMNIFICATION.

- A. Company shall indemnify and hold harmless Agent against any claims or liabilities and any legal or other expenses reasonably incurred by the Agent in connection with investigating or defending any such claims or liabilities the Agent may become obligated to pay to or in behalf of any policyholder based on actual or alleged error of Company in its processing or handling of business placed by Agent with Company, except to the extent Agent has caused, contributed to, or compounded such error.
- B. Agent shall promptly notify Company upon receipt of notice of a claim or the commencement of any action relating to such claim. Company shall be entitled to participate in such action, or to assume the defense of such action with counsel satisfactory to Company. If Company assumes the defense of any such action, it shall not be liable to the Agent for any legal or other expenses subsequently incurred by the Agent in connection with such action.
- C. Agent shall indemnify and hold Company harmless from any claims or liabilities which Company may become obligated to pay to or on behalf of any policyholder by virtue of any negligent or fraudulent act or omission of Agent or any person acting on Agent's behalf, reimbursing Company for any and all loss or expense, including legal fees, reasonably incurred by Company in connection with payment, investigation, or defense of any such claim or liability, from the date Company makes demand for indemnity.

VII. GENERAL PROVISIONS.

- A. This Agreement will be governed by and interpreted in accordance with the laws of the state in which Agent has its principal place of business. Any provision of this Agreement that is contrary to that state's law is amended to conform to such law. The unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provision.
- B. This Agreement contains the entire contract between the parties and supersedes all previous Agreements, whether written or oral, between Company and the Agent.
- C. Agent is authorized to represent those insurers affiliated with Company that are specifically identified in Schedule A. Agent shall have the same authority and duties with respect to such affiliated insurers as Agent has with Company. All rights afforded Company under this Agreement are expressly granted to such affiliated insurers.
- D. Except as provided above, this Agreement may not be altered or amended except by a writing signed by both parties.
- E. This Agreement shall be effective on its date of execution.

IN WITNESS WHEREOF, Agent and Company have caused this Agreement to be executed this _____ day of _____, 20_____.

AGENT: _____

BY: _____

COMPANY:

- PERMANENT GENERAL ASSURANCE CORPORATION
- PERMANENT GENERAL ASSURANCE CORPORATION OF OHIO
- THE GENERAL AUTOMOBILE AUTO INSURANCE COMPANY, INC.

BY: _____

ITS: VP IA Sales and Marketing

Addendum To Agency Agreement Personal Indemnification Agreement

This is an Addendum to the Agency Agreement entered into on the day ____ of _____, 20____ by and between ("Agent") and Company.

In consideration of credit being extended and in recognition of an ongoing business relationship as set forth in the Agency Agreement of which this Addendum is a part, and other good and valuable considerations, the receipt of which is hereby acknowledged, the signatories hereto agree to be jointly, severally and individually responsible for the payment of any and all sums due Company or any related entity arising under the Agency Agreement. This is a continuing agreement and will remain in full force and effect until terminated by Company.

In the event that it is necessary for Company to place this account in the hands of an attorney for collection, the signatories agree to pay any and all collection costs incurred by Company, including, but not limited to, collection costs, reasonable attorney's fees, and prejudgment interest at the maximum legal rate on any principal sum outstanding from the date of default through payment.

This Agreement made and entered into this ____ day of _____, 20_____.

PERSONAL GUARANTOR

AGENCY NAME

PERSONAL GUARANTOR

AGENCY NAME

PERSONAL GUARANTOR

AGENCY NAME

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"/> Other (see instructions) ♦ | |
| | <input type="checkbox"/> Exempt payee | |
| | 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 ♦ |
|------------------|----------------------------|--------|

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 ² |

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

²However, 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.