

BROKER REGISTRATION KIT



OSPREY
UNDERWRITERS

OSPREY UNDERWRITERS HAS A SOLUTION.

DISCIPLINE SINCE THE 1990'S

Our founders have been in the niche insurance program development discipline since the 1990's. With a focus on sound risk management practices and progressive technology deployments, our expertise results in client success.

We work closely with our insurance carrier, loss control, and claims management partners to meet the unique demands of our portfolio base. Whether via traditional or alternative risk transfer mechanisms, Osprey Underwriters has a solution.

We are structured to distribute through affinity groups, industry associations, and appointed broker networks on both a branded and non-branded basis. In addition to our traditional brokerage and binding facilities, we specialize in developing structured insurance centered risk management solutions on a needs basis.

Thank you for your interest in Osprey Underwriters. We look forward to building a better tomorrow.



Experience the Osprey Difference

777 West Putnam Avenue
Greenwich, CT 06830
ospreyuw.com

Applicant Checklist

Applicants must ensure that all documentation listed below is included with their formal submission or the review and approval process will be delayed.

- Enrollment Form
- Broker Agreement Form
- Broker ACH Commission Authorization Form
- Broker Premium Remittance Annual ACH Enrollment Authorization Form (optional)
- W-9

In addition, please attach the following documentation

- Home State License
- Non-Resident License (optional)
- E&O Dec Page or Certificate

Documents should be sent to: ***join@ospreyuw.com***



Broker Enrollment Form

Return the documents by one of the following methods:

1. Complete this form, including signing at the bottom
2. Return the documents by one of the following methods:
Email: join@ospreyuw.com (preferred)

Mail: ATTN: Accounting Department
777 West Putnam Avenue, Greenwich, CT 06830

Fax: (516) 855-1005, ATTN to Accounting Department

Name

Agency Name

Primary Business Address

Phone

Email

Website

Number of Licensed Producers

Year Established

Home Licensing State

Home State License #

Desired State Appointments

FEIN#

Top Direct Carrier 1

Top Wholesaler 1

Top Direct Carrier 2

Top Wholesaler 2

Top Direct Carrier 3

Top Wholesaler 3

How can Osprey help your agency (please specify)

Broker Enrollment Form

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Target Client Businesses

- Accommodation & Food Services
- Administrative & Support
- Agriculture, Forestry, Fishing & Hunting
- Arts, Entertainment, & Recreation
- Construction
- Educational Services
- Finance & Insurance
- Health Care & Social Assistance
- Information
- Management of Companies & Enterprises
- Manufacturing
- Mining
- Other Services except Public Admin
- Professional, Scientific, & Technical Services
- Public Administration
- Real Estate Rental & Leasing
- Retail Trade
- Transportation & Warehousing
- Utilities
- Waste Management & Remediation
- Wholesale Trade

Desired Line of Business Support

- Auto Physical Damage
- Bonds
- BOP
- Builders Risk / Installation Floaters
- Cargo
- Commercial Auto Liability
- Commercial Package
- E&O Professional / Medical Malpractice
- Excess / Umbrella
- Flood
- Inland Marine
- Pollution
- Workers Comp

Name

Date

Signature

Broker Agreement Form

BROKERAGE AGREEMENT

This agreement is entered into on and by and between WHOLESALER and its subsidiary offices, herein referred to as **Osprey Underwriters Inc.** and, _____ hereinafter referred to as **BROKER**. This agreement replaces all other previous agreements or contracts, whether oral or written, and shall continue in full force and effect until amended, suspended or terminated.

WHEREAS, the BROKER desires to place business with WHOLESALER and WHOLESALER desires to consider such business; now, therefore, WHOLESALER and BROKER agree to be bound by the following terms and conditions with respect to such offerings:

I. LEGAL RELATIONSHIP

The BROKER, in placing business under this agreement, recognizes that he/she is the representative of the insured and not the agent, representative or employee of WHOLESALER and/or any of its subsidiary companies. Nothing in this agreement shall be construed to imply an employer-employee relationship between WHOLESALER and BROKER.

II. BROKER'S AUTHORITY

Subject to the terms of this agreement, BROKER shall:

- A. Solicit applications of insurance;
- B. Bill and collect premiums on all policies, contracts, binders, rider and endorsements pursuant to this agreement;
- C. Maintain a sufficient staff to perform his/her duties under this agreement and
- D. Hold all monies received pursuant to this agreement in a fiduciary capacity.
- E. Not bind the WHOLESALER on any insurance without prior written authorization from the WHOLESALER.**

III. LICENSING

BROKER warrants that he/she is properly licensed to transact business as a broker in accordance with the provisions of the BROKER'S commercial domicile or any state in which the BROKER transacts business. Upon request, the BROKER agrees to provide evidence to WHOLESALER of such license(s).

IV. PAYMENT OF PREMIUMS

BROKER agrees to remit to the WHOLESALER total annual premium due to an agency-billed policies, unless otherwise agreed to in writing by WHOLESALER at the time of the inception date of each binder or policy.

V. GUARANTEE OF PAYMENT

In consideration of WHOLESALER accepting business from BROKER, BROKER guarantees payment to WHOLESALER of all earned premiums including, but not limited to, deposits and endorsements on all policies of insurance placed by BROKER with WHOLESALER, except as provided in Section VI. of this agreement. Such payment is due WHOLESALER whether or not BROKER has collection premium. BROKER agrees to pay WHOLESALER a return commission on all return premium adjustments at the same rate that was originally applied to such coverage. BROKER understands that WHOLESALER, without limitation of its other rights and remedies, reserves the right to cancel any policy for non-payment of premium. BROKER further guarantees that they will be responsible for the return of any premiums due a finance company if funds are directly released to them.

VI. UNCOLLECTABLE ADJUSTABLE PREMIUMS

Additional premiums that have been determined by annual or interim audits and/or retrospective ratings adjustments are fully earned on the last date that coverage was in effect.

BROKER is relieved of responsibility for the collection of such premiums within thirty (30) days from the date of wholesaler's invoice, BROKER notifies WHOLESALER in writing that BROKER has made diligent efforts to collect such premiums but its unable to do so.

BROKER waives any right to commission payments under the provision if premiums are subsequently collected by WHOLESALER.

VII. RESPONSIBILITIES OF BROKER

BROKER understands that in providing coverage, WHOLESALER is relying upon the accuracy of information provided by the insured through BROKER and submitted to WHOLESALER. It is the responsibility of BROKER to disclose to WHOLESALER the existence of any conditions that BROKER is or responsibly should be aware that may affect the insurability of the insured.

Further, it is the responsibility of BROKER to inform WHOLESALER as to the type of amount of insurance coverage to be considered for question. WHOLESALER assumes no responsibility towards BROKER with regard to the adequacy, amount or form of coverage obtained through any insurance carrier.

BROKER assumes full responsibility in servicing their clients. BROKER will not contact carrier underwriters or their underwriting departments. BROKER shall refer any underwriting questions or to issues to their Osprey Underwriters Inc. assigned underwriter.

VIII. CLAIMS

BROKER will report all claims and/or losses as expeditiously as possible to WHOLESALER or insurer. BROKER has no authority to assign losses to be adjusted nor may he negotiate or settle any loss.

IX. COMPENSATION

WHOLESALER shall pay BROKER a percentage of the premium for business produced by BROKER and placed through WHOLESALER.

BROKER shall refund return commission on policy cancellations or reductions in coverage, in each case at the same rate at which such commissions were originally earned.

X. CONFIDENTIALITY

In connection with this agreement, BROKER agrees to treat any proprietary information supplied by WHOLESALER as confidential. WHOLESALER agrees to treat any proprietary information supplied by the BROKER as confidential. Unless otherwise required by law, neither WHOLESALER or BROKER or their respective representatives will, without the other's written consent, disclose any proprietary information or other information about the relationship program.

XI. INDEMNIFICATION

WHOLESALER agree to indemnify and hold harmless BROKER, any affiliated company, their officers, directors, employees and agents from and against any and all claims, damages, liabilities, including reasonable attorney's fees, costs, or other expenses incurred by the BROKER arising directly from any acts, omissions or breach of this agreement by WHOLESALER to the extent that WHOLESALER is legally liable. In addition, BROKER agrees to identify and hold harmless WHOLESALER, any affiliated company, their offices, directors, employees and agents from and against any and all claims, damages or liabilities, during reasonable attorney's fees cost or other expenses incurred by WHOLESALER arising directly from any acts, omissions or breach of this agreement by the BROKER to the extent that BROKER is legally liable.

XII. OWNERSHIP/CONTROL OF OPERATIONS

The BROKER having accounted for and paid over premiums for which BROKER may be liable, the BROKER'S records and the use and control of expirations shall remain the property of the BROKER and left to BROKER'S undisputed possession and control. As such, WHOLESALER will not use such information to solicit insurance and shall not disclose such information to anyone other than any company, agency or underwriter represented by WHOLESALER in connection with this agreement.

XIII. TERMINATION

This agreement may be terminated by either party upon 30 days written notice of termination to the other. Such termination however, will not affect the rights of the parties including, but not limited to, coverage, obligation to pay premiums, commissions payable and return commissions due on the date of termination.

If, upon termination of this agreement, the BROKER, has properly accounted for and paid to the WHOLESALER all monies due on policies by the WHOLESALER will pay commission to the BROKER based on the current commission schedule for a period of 12 consecutive months. This will be subject to a 90-day waiting period. The BROKER will not receive any commission for BROKER'S policies still on the WHOLESALER'S books after this 12-month period.

XIV. EVIDENCE OF INSURANCE

BROKER agrees to maintain an Errors and Omissions Liability Insurance Policy with a per claim limit and an aggregate limit each of not less than \$1,000,000, underwritten by an insured rated not less than A- by the A.M Best Company. BROKER further agrees to attach to this agreement a certificate of insurance evidencing this coverage at all times while this agreement is in effect.

Further, WHOLESALER also agrees to maintain an Errors and Omissions Liability Insurance Policy with a per claim limit and an aggregate limit each of not less than \$1,000,000, underwritten by an insurer rated not less than A- by the A.M. Best Company.

XV. COMPLETE AGREEMENT

This signed agreement incorporates all of the previous and contemporaneous discussions, representations, understandings and agreements between the parties with respect to the subject matter. The terms and conditions expressed in this agreement shall not be altered except in writing, signed by an authorized officer of BROKER and an officer of WHOLESALER.

XVI. ASSIGNMENT

This assignment is non-assignable and the BROKER may not assign or delegate any of the BROKER’S rights, interest, or obligations under this agreement without the express written consent of WHOLESALER.

XVII. WAIVER

No waiver or modification of this agreement shall be effective unless it is in writing and signed by a duly authorized office of WHOLESALER. The failure of WHOLESALER to enforce any provision of this agreement shall not constitute a waiver by WHOLESALER of any such provision. The past waiver of a provision by WHOLESALER or BROKER shall not constitute a course of conduct or a waiver in the future of that same provision.

XVIII. SEVERABILITY

If any provision hereof shall be held to be invalid or unenforceable, such legal defect shall not affect any other provision of this agreement.

XIX. JURISDICTION

This agreement shall be governed by the laws of the State of Connecticut, and any legal proceeding in connection with this agreement shall be brought only in a court of competent jurisdiction in the State of Connecticut.

In witness thereof, the parties have caused this agreement to be signed as of the date first above written:

BROKERAGE

Name

Legal Address 1

Legal Address 2

Signature

Title

Date

WHOLESALER

Osprey Underwriters, Inc.

777 West Putnam Ave

Greenwich, CT 06830

Signature

Title

Date

ACH Broker Commission Authorization Form

It is our pleasure to make ACH available to direct deposit your net commission payment into your bank account. To take advantage of this useful procedure, please take the following 3 steps:

1. Complete this form, including signing at the bottom
2. Attach a copy of a voided check or a bank deposit slip
3. Return the documents by one of the following methods:
Email: join@ospreyuw.com (preferred)

Mail: ATTN: Accounting Department
777 West Putnam Avenue, Greenwich, CT 06830

Fax: (516) 855-1005, ATTN to Accounting Department

Agent / Agency Name (as it appears on your bank account)

Agency / Producer Code (Home State Abbreviation + License#)

Bank Name

Bank Routing# (9 Digits)

Bank Account#

Checking Savings

Authorization

By completing and signing this form and providing a copy of a voided check or deposit slip, you are authorizing Osprey Underwriters Inc. to initiate a monthly deposit of your net commission credit to the bank account identified above.

Furthermore, you are authorizing Osprey Underwriters Inc. to initiate withdrawals upon a mutually agreed statement basis, when necessary, for your NET COMMISSION DEBIT BALANCE from the bank account identified above.

Name (Please Print)

Authorized Signature

Date

Please submit an updated authorization any time you change depositories.

COMMISSION



Annual ACH Premium Remittance Authorization Form

It is our pleasure to make an ACH premium remittance option to you. To take advantage of this useful procedure, please take the following 2 steps:

1. Complete this form, including signing at the bottom
2. Return the documents by one of the following methods:
Email: join@ospreyuw.com (preferred)

Mail: ATTN: Accounting Department
777 West Putnam Avenue, Greenwich, CT 06830

Fax: (516) 855-1005, ATTN to Accounting Department

Producer / Agent / Agency Name (as it appears on your bank account)

Agency / Producer Code (Home State Abbreviation + License#)

Bank Name

Bank Routing# (9 Digits)

Bank Account#

- Checking Savings

Authorization

By completing and signing this form and providing a copy of a voided check or deposit slip, you are authorizing Osprey Underwriters Inc. to initiate a withdrawal of funds from the bank account identified above on a per premium transaction basis.

Furthermore, you are authorizing Osprey Underwriters Inc. to initiate withdrawals upon a mutually agreed statement basis, when necessary, for your BALANCE from the bank account identified above unless otherwise mutually agreed in writing, both verbal and written confirmations are considered valid authorizations under this agreement. Any authorization attempts that result in insufficient funds transactions, will invalidate any insurance coverage binders, reinstatements, or any other policy transactions.

Name (Please Print)

Authorized Signature

Date

Please submit an updated authorization any time you change depositories.



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"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <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.

Social security number									
				-			-		
or									
Employer identification number									
				-					

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.

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 ▶
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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/fw9.

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.