

## **Signature needed—please re-sign Surplus Lines Referral Agreement by 1/1**

Progressive is expanding into the Commercial Auto non-admitted market in Louisiana later this year. While you already completed a Surplus Lines Referral Agreement for your agency, we've received agent feedback and modified Article V in the Referral Agreement. The updated Referral Agreement better aligns with our original intent and our Producer's Agreement, protecting your relationship with your customers. Further, the updated agreement also addresses our expansion into the Mississippi non-admitted market, which is slated for early next year.

Given these changes, your agency will need to re-sign the Referral Agreement.

**IMPORTANT: Please disregard our previous email and make sure you sign the *updated* Agreement by 1/1/20—access it via this new link, which is unique to your agency.**

If you have any questions, please contact your commercial sales representative:

- Mike Rusnak, inside sales representative, 440-910-4266
- Karen Tilford, account sales representative, 205-767-0322

We apologize for the inconvenience and thank you for your prompt response

# Commercial Auto Surplus Lines Frequently Asked Questions *Louisiana / Mississippi*

11/6/19

## BACKGROUND

**What market does Progressive write in today?** We write in the admitted market. That means we are required to file rates and product changes with a state's Department of Insurance (DOI).

**What is different about the non-admitted market?** The non-admitted market, also called the Excess and Surplus market or the Surplus Lines market, has a different regulatory framework and is widely used for new products and for difficult to place risks. Under the non-admitted framework, in many instances, we are not required to file our rates or product changes with the states' DOIs. However, our Surplus Lines company is regulated by the Illinois DOI and complies with state insurance laws. In addition, Surplus Lines policies are not backed by the state guaranty funds. However, our Surplus Lines policies, issued by Blue Hill Insurance Company, Inc., a Progressive company, will be fully backed by Progressive (rated A+ Superior by A.M. Best).

**What market will Progressive's Louisiana and Mississippi policies be written in?** They will be written in either the admitted market or the non-admitted market, depending on business market target (BMT). Business Auto and Contractor risks will remain in the admitted market. For-Hire Transportation (FHT), For-Hire Specialty (FHS), and Tow new business will be written in the non-admitted/Surplus Lines market.

**Is Progressive planning to broadly launch the Blue Hill Surplus Lines product outside of Louisiana and Mississippi?** Not at this time. Due to their unique markets, Louisiana and Mississippi are currently the only states that will launch this Surplus Lines product.

**When will Progressive start writing Surplus Lines products in Louisiana and Mississippi?** We will begin writing Surplus Lines policies in Louisiana in late 2019 and in Mississippi in early 2020.

## ADMINISTRATIVE CHANGES

**Are there any administrative changes due to Progressive's entry into the Louisiana and Mississippi Surplus Lines markets?** Yes -

- First, Surplus Lines policies will be underwritten by Blue Hill Specialty Insurance Company, Inc., an approved surplus lines company. Blue Hill is a wholly owned subsidiary in the Progressive Holding Company.
- Second, since Surplus Lines policies must be bound by a licensed Surplus Lines Broker, we have licensed a Progressive entity, Progressive Commercial Advantage Agency, Inc. (PCAA) as a Surplus Lines agency. All referring agents will now refer truck and tow policies to PCAA via ForAgentsOnly or by calling customer care. PCAA will systematically review, bind and endorse Surplus Lines policies, as well as handle Surplus Lines market administrative tasks (e.g. tax filings).
- Third, as PCAA will be responsible for policy compliance, referring agents will be required to send all new business signature forms to Progressive.

**How will Progressive handle current Louisiana and Mississippi Commercial truck and tow policies at renewal?** At renewal, all current truck and tow policies will be offered a renewal to our Surplus Lines product (underwritten by Blue Hill). We will no longer write truck and tow policies in Louisiana or Mississippi in other Progressive admitted market companies.

## WHAT REFERRING AGENTS NEED TO DO

**What do I need to do before referring Surplus Lines business in Louisiana or Mississippi?** Most agencies will need to complete and sign the Surplus Lines Referral Agreement and return it to us. The Surplus Lines Referral Agreement details your responsibilities and limited authority as a referring agent. Please note: Those agencies that are required to complete and sign the Surplus Lines Referral Agreement must do so **or they may not be able to write any commercial lines business** in the future.

**What if I only want to sell Progressive's Business Auto or Contractor program in Louisiana or in Mississippi?** If your agency is required to complete and sign the Surplus Lines Referral Agreement, you'll still need to do so even if you do not anticipate referring any truck or tow risks to PCAA. However, since we will continue writing Business Auto or Contractor risks in the admitted market, no Surplus Lines taxes or fees will be assessed on those policies. The current Producer Agreement will still apply on the Business Auto or Contractor policies written in the admitted market. Again, if you are required to complete and return a signed Surplus Lines Referral Agreement, but do not, your agency may not be able to write any commercial lines business in Louisiana or Mississippi in the future.

**Where can I access the Surplus Lines Referral Agreement?** We will email the Surplus Lines Referral Agreement to most Louisiana and/or Mississippi agents appointed to write commercial business in the state(s). Once an agent completes and signs the online form, they will be able to refer to us Surplus Lines policies in the state(s). If the agent instead opts to print, complete, sign, and fax or mail the form back to us, it may be four or more weeks before we will be able to process their Surplus Lines Referral Agreement.

### **Do I need to obtain a declination before quoting a risk in the Surplus Lines market?**

No. Louisiana and Mississippi changed their Surplus Lines rules a few years ago and no longer require declinations. Therefore, you do not need to obtain a declination before quoting a Louisiana or Mississippi risk in the Surplus Lines market.

## AGENT & CUSTOMER EXPERIENCE

**Will my online experience be the same?** Almost. However, FAO will look slightly different as there will be popups and/or an FAO banner that will let you know when a Louisiana or Mississippi Commercial risk is being placed in the Surplus Lines product. Further, you may be required to comply with various requirements to inform the insured that the risk will be insured under a Surplus Lines policy.

### **Is pricing the same for a Louisiana or Mississippi Commercial risk in the Surplus Lines market?**

No. A Surplus Lines policy may be more expensive due to additional taxes and fees:

	<i>Louisiana</i>	<i>Mississippi</i>
Surplus Lines Tax	4.85% of policy premium	4%
MWUA Fee	n/a	3%
Stamping Fee	n/a	0.25%
Administrative Fee (retained by Progressive)	\$150	\$150

**What impact will this have on my compensation?** As we are permitted by Louisiana and Mississippi law to share commissions with a licensed property and casualty insurer, you will receive a referral payment from us for each referral. This amount is the same as the commission rate under an admitted policy but will be separately stated on your agency's monthly statement. Note: Commission is paid on premium only; the surplus lines tax and other fee(s) are excluded from the commission calculation.

## SURPLUS LINES REFERRAL AGREEMENT

**This Surplus Lines Referral Agreement** ("Agreement") is made by and between the insurance producer identified in Article XII (hereinafter, "you" and "your"), and Progressive Commercial Advantage Agency, Inc. ("we," "us," and "our"). The parties hereby agree as follows:

### **Article I. Definitions**

- A. "Effective Date" means the date that this Agreement becomes effective, as set forth in Article XII.
- B. "Expiration Information" means business records and information originating with you regarding any applicant or insured under a Policy or Renewal, including, without limitation, the date of expiration and policy limits of any Policy or Renewal.
- C. "Insurer" means the insurance company issuing any Policy or Renewal.
- D. "Policy" means any insurance contract issued in the Territory pursuant to this Agreement, and for which we are agent of record.
- E. "Renewal" means any insurance contract issued in the Territory by us or any of our corporate affiliates that:
  - 1. is effective within sixty (60) days after the expiration date of any Policy or Renewal thereof;
  - 2. provides substantially similar coverage as any such Policy or Renewal;
  - 3. is issued to the same named insured as such Policy or Renewal; and
  - 4. is issued using the Expiration Information.A Renewal shall include any insurance contract issued in the Territory by us pursuant to any previous agreement between you and us with respect to the subject matter hereof, provided that such insurance contract is renewed after the Effective Date of this Agreement.
- F. "Submission Information" means information that we provide or make available to you in written or electronic format, including, without limitation, insurance applications, product guides, rates and rating software, processes and procedures, commission schedules, or premium payment plans.
- G. "Territory" means the jurisdiction(s) where you are licensed as a property and casualty agent and we make insurance products available to you, as listed in Article XII. Subject to your licensing status, we may add jurisdictions with written notice to you.
- H. "Trademark(s)" means any and all of our and our affiliated companies' company names, trade names, domain names, slogans, tag lines, logos, trademarks or service marks.

### **Article II. Submission of Referral Business**

- A. Subject to and in accordance with this Agreement and the Submission Information, you may, within the Territory, submit to us information necessary to quote, bind, or service a Policy or Renewal, and collect and provide receipts for premiums for insurance products specified in Article XII for which a Policy or Renewal has been issued.
- B. You are not authorized to and agree that you will not effect or bind insurance coverage on our behalf or on behalf of any Insurer in any manner. For coverage to be bound, you must refer the information to us and request that we work with the Insurer to do so, in written or electronic format as specified by us. Coverage will be bound only if and when we have communicated our acceptance of the request and provide to you a policy number issued by the Insurer or other written or electronic confirmation.
- C. Further, you have no authority to, and agree that you will not:
  - 1. submit to us any application for insurance:
    - a. that you know or have reason to know is false, inaccurate or misleading;
    - b. with a requested effective date and time prior to the date and time that all information necessary for us to complete a quote is registered electronically in our quoting systems, and any and all additional conditions specified in the Submission Information are met; or
    - c. for any class of risk not specified in the Submission Information;
  - 2. adjust or settle any claim under a Policy or Renewal; or
  - 3. collect from any person who is or has applied to be insured with us any fees or charges in connection with the performance of this Agreement that are in addition to those specified in the application for a Policy or declarations page for a Renewal, except in compliance with all applicable laws. You are solely responsible for any legally required disclosure of such fees and charges to applicants and insureds that you collect on your behalf. Except for fees or charges detailed in the

Policy or Renewal, you are not authorized to, and nothing in this Agreement shall be construed as, authorizing the imposition or collection of any additional fees or charges on our behalf.

- D. You have no authority to, and agree that you will not:
1. attempt to grant binding authority to, or accept business subject to this Agreement from, anyone other than your duly licensed and appointed employees or duly licensed and appointed producers who are subject to a written agreement allowing them to solicit business for you;
  2. make or issue with respect to Policies or Renewals any financial responsibility filings, certificates of insurance (except on forms provided by us), filings with any government agency, policies, endorsements, or renewal or cancellation notices;
  3. disclose to our competitors or their agents information contained in our Submission Information; or
  4. without our prior written consent, display or use, or instruct or permit others to display or use, any of our advertising, in whole or in part, or any of the Trademarks, or any words, phrases, pictures or graphics that are derived from or confusingly similar to the same, in any way, including, without limitation, in signs, advertisements (e.g., print, electronic, radio, television, etc.), promotional material, business cards, directory listings, domain names, Web sites or search engines. If you violate this provision and such violation is not remedied to our satisfaction within fifteen (15) days after written notice thereof, then in addition to any other remedies available at law or in equity, you agree that we shall have the right to do any or all of the following: (a) terminate this Agreement immediately upon written notice to your last known address; (b) obtain immediate injunctive relief against any such display or use; or (c) collect for each month in which such violation occurs liquidated damages equal to the greater of \$1,000 or 2% of your previous year's total written premium referred to us under this Agreement.
- E. We have the authority to:
1. Suspend your ability to refer business to us upon written notice to you;
  2. expand, restrict, or modify any part or all of your abilities hereunder upon written notice to you;
  3. change our Submission Information by providing written notice or making the same available to you; and
  4. access and use Expiration Information only as described in Article V.

### **Article III. Duties**

- A. You agree to:
1. submit to us promptly all premiums, documentation, and information we require in any manner that we may specify, which may include, without limitation, electronic transmission;
  2. use all reasonable efforts to ensure that information provided is complete and accurate;
  3. maintain an errors and omissions policy of insurance, covering you and each of your employees, with minimum limits of liability of at least \$300,000 from an insurance company acceptable to us;
  4. submit all applications and other documentation in accordance with our Submission Information, as it may be changed by us pursuant to this Agreement;
  5. notify us promptly of any and all felony convictions involving your producers;
  6. present to each applicant or insured:
    - a. all notices that we may determine are legally necessary or legally prudent; and
    - b. all informational materials that we supply and ask you to provide;
  7. notify us in writing of any and all Policies and Renewals subject to premium financing arrangements, and the name and address of the premium financing company, promptly after you arrange for or learn of the same. Nothing in this Agreement shall be construed as allowing any premium financing arrangements if prohibited by the Submission Information;
  8. pay for all of your operating expenses, including, without limitation, personal license fees and taxes, and occupational or municipal license fees and taxes;
  9. comply with all applicable laws relating to the performance of this Agreement, including, without limitation, privacy, producer licensing and anti-steering laws;
  10. instruct each insured to immediately report directly to the Insurer all claims or losses, and immediately refer to us and the Insurer any inquiry or report concerning any claim or loss that you may receive;
  11. retain in an orderly fashion and for the period specified in the Submission Information, each of the following, to the extent applicable, with respect to Policies and Renewals: all original signed applications, driver exclusions, selections and rejections of optional coverage, documents required

by us in support of premium discounts, vehicle inspection reports, and powers of attorney. Except for the affidavits described in Article III.A.17, you may retain electronically scanned documents in lieu of hard copy, provided that they are retrievable, durable, legible, unalterable and compatible with our systems. In lieu of retaining the same during the term of this Agreement, you may send to us any such electronically scanned documents. Upon expiration or termination of this Agreement, or at any time upon our request, you agree to send to us all such documents or copies;

12. allow us access to your facilities during business hours to review documents and records pertaining to Policies and Renewals, and assist in performing any such review;
  13. provide to us any information in your possession or control that we may request in connection with this Agreement, including, without limitation, a copy of all or any part of any file concerning any person insured under, or who has applied for, a Policy or Renewal with respect to that Policy or Renewal or application for the same;
  14. cooperate with the Insurer fully in its investigation of any claim or loss involving a Policy or Renewal;
  15. pay to us any and all amounts due hereunder within the time specified in the Submission Information or, if not specified, within thirty (30) days after receipt of our invoice;
  16. refund unearned referral fees to us at the same rate that such referral fees were paid to you; and
  17. obtain and remit to us copies of declinations received in an attempt to secure insurance coverage for a given policyholder, and execute and remit to us any affidavit describing the same, if required by law.
- B. We agree to:
1. issue and sign all policy contracts and related forms, as applicable, or arrange for signature of all policy contracts and related forms by the Insurer;
  2. work with the Insurer to adjust or arrange for the adjustment of all claims;
  3. notify you of any material change to any Policy or Renewal;
  4. fulfill our obligations under our Submission Information, Policies and Renewals;
  5. pay you referral fees as provided in this Agreement;
  6. comply with all applicable laws relating to the performance of this Agreement, including, without limitation, privacy, producer licensing and anti-steering laws;
  7. pay for all of our operating expenses, including, without limitation, personal license fees and taxes, and occupational or municipal license fees and taxes; and
  8. develop and provide or make available to you the Submission Information.

#### **Article IV. Referral Fees & Right to Set Off**

- A. Subject to Article IV.B, we will pay you a referral fee on Policies and Renewals based on our applicable referral fee schedules in effect as of the inception date of each such Policy or Renewal, provided that:
1. if required by law, you are licensed as an insurance producer;
  2. you have paid all amounts that are due and owing to us; and
  3. we have not terminated this Agreement pursuant to Article VI.C.
- B. We may change our referral fee schedules for Policies upon thirty (30) days prior written notice to you, and for Renewals upon ninety (90) days prior written notice to you. Notwithstanding the foregoing, we may change our referral fee schedules immediately upon written notice to you if we determine that it is legally necessary or legally prudent.
- C. Notwithstanding anything in this Agreement to the contrary, we may set off any amounts due and owing to you under this Agreement or any other agreement between you and us, against any amounts due from you to us under this Agreement or any other agreement between you and us.

#### **Article V. Expiration Information**

- A. You own all rights in Expiration Information, subject to the provisions of this Article. Without your prior written consent, we have no authority to, and agree that we will not:
1. use any Expiration Information for the purpose of soliciting any Policy, Renewal, or other insurance product, except in accordance with Article V.C or Article V.E; or
  2. disclose Expiration Information to any third party, except for the purposes set forth in Article V.B.
- B. Notwithstanding the foregoing, we may:
1. contact, or use any third party to contact, any person insured through us, formerly insured through us, or who has applied to be insured through us, to:
    - a. provide customer service to any such person;

- b. process an agent of record change requested by any such person with respect to his or her Policy or Renewal or application for the same;
  - c. request, receive or verify any information related to any such person with respect to his or her Policy or Renewal or application for the same;
  - d. notify any such person of, and collect premiums due on, any Policy or Renewal;
  - e. change the terms of any Policy or Renewal;
  - f. provide information regarding insurance-related issues; or
  - g. refer to another independent insurance producer any such person who is insured by us and who moves to a jurisdiction where you are not licensed or authorized to solicit our insurance products; and
2. access, use and disclose information regarding Policies and Renewals, including Expiration Information, only for the purposes set forth in Article V.B.1, Section 502(e) of the Gramm-Leach-Bliley Act, market research, product development, regulatory compliance, or determining compliance with this Agreement.
- C. Unless otherwise notified by you in writing, we may, in our discretion, offer to renew Policies and Renewals written hereunder. When required by applicable law, we will offer to renew such Policies and Renewals. If we make such offers to renew, then subject to Article IV and Article V.E, we will continue to pay you a referral fee on each resulting Renewal in accordance with our then-current referral fee schedules.
- D. Until you fully discharge your financial obligations to us under this Agreement, we hereby retain and you hereby grant to us a security interest in your Expiration Information to the extent of any such financial obligation, and you agree to execute such documents as we may require to evidence, preserve or perfect this security interest.
- E. We will own all rights in Expiration Information and all expiration and renewal rights related to Policies and Renewals, and we will have no further obligation to pay you referral fees hereunder only if:
- 1. we terminate this Agreement pursuant to Article VI.C.1 due to your failure to timely pay all amounts due and owing to us;
  - 2. we terminate this Agreement pursuant to Article VI.C.2 because you have abandoned, or been deemed to have abandoned, your business; or
  - 3. after termination of this Agreement, you fail to remit or make available funds due and owing to us when and as required by this Agreement, and such funds are not remitted or made available to us within ten (10) days after the date of our written notice to remit such funds.

#### **Article VI. Term and Termination**

- A. This Agreement will become effective upon the Effective Date and will continue in effect until terminated as provided in this Section.
- B. Unless otherwise required by law, we may terminate this Agreement at any time immediately upon the expiration of at least ninety (90) days' advance written notice to your last known address. Any such notice shall take effect on the later of ninety (90) days after the date of such notice, or the date for termination specified in the notice.
- C. Unless otherwise required by law, the advance notice required by this Section does not apply to us, and we may terminate this Agreement immediately upon written notice to your last known address, if:
- 1. you fail to remit or make available funds due and owing to us when and as required by this Agreement, and such funds are not remitted or made available to us within ten (10) days after the date of our written notice to remit such funds;
  - 2. you abandon your business. You will be deemed to have abandoned your business if you cease to maintain a published telephone number or office location open to the public, or you change your telephone number or office location without providing prior written notice of the change to us and to your customers who are insured by us;
  - 3. your producer license is suspended or revoked;
  - 4. you engage in any fraudulent act against us or any applicant for or insured under a Policy or Renewal; or
  - 5. you otherwise fail, in any material respect, to comply with this Agreement, and do not cure such failure, or such failure is incapable of being cured, within thirty (30) days after the date of our written notice thereof.
- D. You may terminate this Agreement at any time immediately upon written notice to us.

## **Article VII. Rights After Termination**

- A. Upon and after the expiration or termination of this Agreement:
  - 1. You may no longer submit referral business to us and all abilities given to you by this Agreement cease;
  - 2. we may notify any person insured under a Policy or Renewal of the expiration or termination of this Agreement;
  - 3. you will promptly cease use of our advertising and Trademarks and return, at your expense, all of our manuals, forms, identification cards, signs, records, materials, applications, rate guides, Submission Information, software, and any and all other property that we have made available to you;
  - 4. all in-force Policies and Renewals will continue to normal expiration, subject to their terms; and
  - 5. in our discretion, we may pay you referral fees on Renewals as a percentage of earned premium, rather than written premium.
- B. Notwithstanding the foregoing:
  - 1. unless this Agreement is terminated by us pursuant to Article VI.C, and subject to Article II.E.1, you may continue to process information for Policies and Renewals outstanding after termination of this Agreement and we will provide you with access to information and materials that are necessary to do so; and
  - 2. at your request, but only if we deem appropriate, we will provide to you copies of any Policy and Renewal contracts and related declarations pages in our possession or control. We shall provide the same either electronically or in hard copy, at our option.
- C. The following provisions will survive the termination of this Agreement: Article II.D.4; Article II.E; Article III.A.7 through Article III.A.16; Article III.B.1 through Article III.B.7; Article IV.C; Article V; Article VII; Article VIII; Article IX; and Article X.

## **Article VIII. Fiduciary Responsibilities**

You agree to hold in a fiduciary capacity for our benefit all funds received by you on our behalf, including, without limitation, premiums for insurance referred under this Agreement. If mutually agreed between you and us, you will deposit such funds into a bank account for electronic transfer to us. If you fail to remit or make these funds available to us in a timely fashion, as required by this Agreement and the Submission Information, we will have a first lien on such funds. After the expiration or termination of this Agreement, you agree to continue to hold these funds in a fiduciary capacity for our benefit until you remit or make these funds available to us.

## **Article IX. Privacy Compliance**

- A. We will provide a privacy notice to our customers as required by law, and the Insurer will provide a privacy notice to its insureds as required by law. We will notify you in writing if you are required to provide our privacy notice to applicants on our behalf or on behalf of the Insurer. You are responsible for the provision of your own privacy notice as may be required by law.
- B. We may provide to you information regarding applicants, insureds or claimants that is not collected by you. The use and disclosure of such information is subject to the terms of our privacy notice and applicable privacy laws. Accordingly, you agree not to further disclose or use any such information, except as necessary to carry out the purpose for which we provide it, or as expressly authorized by the person to whom it pertains.
- C. Further, you agree to take steps to ensure the security and confidentiality of information concerning applicants, insureds and claimants under Policies and Renewals. Subject to the provisions of Article III.A.11, this includes taking reasonable steps to destroy, or arrange for the destruction of, records containing such information that are no longer to be retained by you by shredding, erasing or otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

## **Article X. Indemnification**

- A. We will indemnify, defend, and hold you harmless for and from all liabilities, losses, damages, judgments, actions, and expenses, including reasonable attorneys' fees (collectively, "Losses"), that you sustain due to our negligence, any wrongful acts, errors or omissions on our part, or our failure to

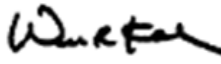


comply with the provisions of this Agreement or our Submission Information. This indemnification shall include, without limitation, any Losses that you sustain due to our use of consumer credit information if you have complied with our procedures for use or ordering of the same. You agree to immediately notify us when you learn of or receive any claim that you feel is covered under this Article. We shall have the right to participate, at our expense, in the investigation and defense of any such claim, and may, at our option, assume full defense of any action filed. If we assume the defense, we will not be liable to you for any cost of litigation, including, without limitation, court costs and attorneys' fees, that you incur subsequent to our decision to assume defense of any such action.

- B. You will indemnify, defend and hold us harmless for and from all Losses that we sustain due to your negligence, any wrongful acts, errors or omissions on your part, or your failure to comply with the provisions of this Agreement or our Submission Information. We agree to immediately notify you when we learn of or receive any claim that we feel is covered under this Article. You shall have the right to participate, at your expense, in the investigation and defense of any such claim.

#### **Article XI. Miscellaneous**

- A. Written notices under Article V.C and Article VI shall be provided in hard copy and shall be sent to the intended recipient's last known address. All other written notices required under this Agreement may be provided in writing, as described above, or by email. Notices shall be effective: (1) upon receipt if hand delivered; (2) upon receipt or refusal to accept delivery if sent by certified mail; (3) three days after mailing if sent by U.S. first-class mail, postage prepaid; (4) the next business day after being sent by overnight delivery service; and (5) the next business day after machine-confirmation of successful transmission if sent by email.
- B. This Agreement will be governed by and interpreted under the laws of the jurisdiction of your address for notices set forth in Article XII. Any provision of this Agreement that is contrary to the controlling law is hereby deemed to be amended to bring it in compliance with that law. The determination by a court of competent jurisdiction that any provision of this Agreement is unenforceable will in no way impair or affect the validity or enforceability of any other provision of this Agreement.
- C. This Agreement contains the entire understanding between the parties and supersedes all previous agreements between the parties, oral or written, with respect to any insurance product that you are authorized to refer under this Agreement. Such agreements are hereby terminated by the mutual agreement of the parties as of the Effective Date of this Agreement.
- D. This Agreement may not be modified or amended except in writing that expressly refers to this Agreement and that is signed by both parties.
- E. This Agreement will be binding on and will inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided in this Section, neither this Agreement nor any rights, duties, or abilities hereunder may be assigned or delegated by either party without the prior consent in writing of the other party. Upon written notice to you, we may assign this Agreement, or assign our rights or delegate our duties under this Agreement, to any of our existing or future corporate affiliates. Upon written notice to us, you may assign your rights to receive referral fees on Renewals to any duly licensed insurance producer, and upon receipt of such notice we will pay such referral fee to the assignee, subject to our right to set off under Article IV.C and the assignee's agreement to refund unearned referral fees under Article III.A.16, and provided that the conditions of Article IV.A are met with respect to the assignee and such Renewals.
- F. The captions contained in this Agreement are for organizational purposes only and do not constitute a part of this Agreement.
- G. A party's failure to insist upon strict compliance with any of the provisions of this Agreement or the Submission Information will not constitute a continuing waiver of the right to insist upon such compliance.
- H. The rights and remedies of the parties under this Agreement are cumulative and in addition to any rights and remedies available to the parties at law or in equity.
- I. The relationship between the parties is that of independent contractors. You are responsible for the development and execution of your marketing plans, and all other aspects of the operation of your business and facilities, including, without limitation, hours of operation, advertising, utilities, taxes, hiring, employment and training. Neither party is responsible for the debts and liabilities of the other, and nothing shall be deemed to create or recognize any relationship other than that which is expressly described herein. This is not an exclusive Agreement.

<b>Article XII. Effective Date, Territory, Identifying Information, etc.</b>	
<b>Effective Date:</b> _____	<b>Authorized Insurance Product(s):</b>
<b>Territory:</b> Louisiana, Mississippi	Commercial Auto
<b>Referring Insurance Producer Information</b>	<b>Surplus Lines Broker Information</b>
<b>Legal Name:</b> <b>Business Type:</b>	<b>Legal Name:</b> Progressive Commercial Advantage Agency, Inc. <b>Business Type:</b> Corporation
<b>Address for Notices:</b> _____ _____ _____ _____ email: _____	<b>Address for Notices:</b> Sr. Controller, Commercial Lines Progressive Commercial Advantage Agency, Inc. 747 Alpha Drive Highland Heights, OH 44143 email: CL_Automated_Documents@progressive.com
<b>Accepted and agreed:</b>	
<b>Referring Insurance Producer</b>	<b>Surplus Lines Broker</b>
By: _____	By: 
Name: _____	Name: William R. Kampf
Title: _____	Title: Authorized Representative