



Environmental Division  
401 Plymouth Road, Suite 100  
Plymouth Meeting, Pa 19462

## GREAT AMERICAN INSURANCE COMPANY ENVIRONMENTAL DIVISION

### BROKER AGREEMENT

This Agreement is effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Environmental Division of Great American Insurance Company and its property & casualty insurance subsidiaries (collectively "Company") and, \_\_\_\_\_ ("Broker"), for the submission of applications for insurance policies with the Environmental Division of Company. This Agreement shall not apply to any other contracts or producer agreements (if any) with any other divisions or affiliated insurance companies of Great American Insurance Company.

Company and Broker (hereinafter collectively referred to as "Parties") hereby agree as follows:

- 1) Broker represents that it holds and will maintain a valid insurance broker and/or producer license in every state in which it produces business for Company.
- 2) Broker may submit applications for environmental risks to Company. Company is not obligated to accept any business produced by the Broker. Broker acts solely as the agent for an applicant for insurance with the Company and has no authority to represent the Company other than to present submissions as set forth herein. Broker has no authorization to bind Company on any risk, or to act in any way as an agent of the Company or to represent itself as such, or to represent that it may alter any policy.
- 3) Company authorizes Broker to collect premiums on policies of insurance issued by Company under this Agreement and to retain out of those premiums, as full compensation for the business placed, commissions, which shall be a percentage of premium written and collected by Broker at rates provided by the Company to the Broker. The Broker shall receive and hold in trust all funds received by it in connection with this Agreement in a separate premium trust account, without commingling such funds, separate and apart from any other money that belongs to Broker. Broker shall be obligated to return any commission to the insured in the event that the insurance policy is canceled and Company has to return any unearned premium.
- 4) With respect to all premiums on policies of insurance issued by the Company hereunder, the Broker shall pay all amounts collected by the Broker in respect thereof to the Company, and shall notify the Company in the event that the Broker is unable to collect any such premium or portion thereof, not later than 30 days after the effective date of each such policy. Broker guarantees to Company the payment of any premium due to Company for business produced by Broker. When appropriate, Broker shall collect, pay and report any required surplus lines taxes to the appropriate taxing authority related to the business.

- 5) Broker shall maintain a current Professional Liability Errors and Omissions policy with limits of at least \$1,000,000 per occurrence and shall provide proof of the existence of that policy to Company at Company's request.
- 6) Broker shall not use the name or service marks of Company or its affiliates in any advertising or marketing materials distributed to the public without the prior written consent of Company.

**Broker:** \_\_\_\_\_

**By:** \_\_\_\_\_

**(Printed Name and Title):** \_\_\_\_\_

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

**Company: Great American Insurance Company**

**By:** \_\_\_\_\_

**(Printed Name and Title):** \_\_\_\_\_

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