



**MANAGING GENERAL AGENT (MGA)
CONTRACT COMPLIANCE VERIFICATION FORM**

34 State House Station
Augusta, ME 04333-0034
207-624-8443

This form is to be completed as part of the application process. The contract will be compared with the form and the applicant contacted if there are any questions or further clarification is needed.

This information is required pursuant to Title 24-A M.R.S.A. Chapter 16 §1494

Contract between _____
and _____

Dated: _____

Responsibilities

Contract specifies division of any responsibilities shared by both parties. _____

Termination

Insurer may terminate contract upon written notice to MGA. Contract cite: _____

Insurer may suspend MGA's underwriting authority while termination dispute is pending. Contract cite: _____

Suspension does not relieve MGA of obligation to service existing business. Contract cite: _____

Accounting

MGA shall render accounts to insurer detailing all transactions and remit all funds due under contract on at least a monthly basis. Contract cite: _____

Fiduciary Accounts

All funds collected on behalf of insurer are to be held in fiduciary capacity in bank that is member of Federal Reserve System. Contract cite: _____

Account will be used for all payments on behalf of insurer. Contract cite: _____

MGA will not retain more that 3 months estimated claims payments and allocated loss adjustment expenses. Contract cite: _____

Records

Separate records of business will be maintained by MGA. Contract cite: _____

Insurer has access and may copy all accounts and records related to its business in a form usable by the insurer. Contract cite: _____

Superintendent has access to all books, bank accounts and records of MGA in a form usable to the Superintendent. Contract cite: _____

Records will be retained for at least 6 years in accordance with usual and accepted principles and practices of insurance accounting. (Title 24-A M.R.S.A. §3408 & §3410). Contract cite: _____

Underwriting guidelines.

Maximum annual premium volume Contract cite: _____

Basis of rates to be charged Contract cite: _____

Types of risks that may be written Contract cite: _____

Maximum limits of liability Contract cite: _____

Applicable exclusions Contract cite: _____

Territorial limitations Contract cite: _____

Policy cancellation provisions Contract cite: _____

Maximum policy period Contract cite: _____

Insurer has right to cancel or not renew any policy subject to all applicable laws and rules regarding the cancellation and nonrenewal of insurance policies. Contract cite: _____

Settlement Authority (If contract permits MGA to settle claims on behalf of insurer)

All claims will be reported to insurer in timely manner. Contract cite: _____

Copy of claim file will be sent to insurer at its request or as soon as it becomes known that claim: Contract cite: _____

- Has potential to exceed amount determined by Superintendent or exceeds the limit set by the insurer, whichever is less. **Contract cite:** _____
- Involves a coverage dispute. **Contract cite:** _____
- May exceed MGA's claim settlement authority. **Contract cite:** _____
- Is open for more than 6 months. **Contract cite:** _____
- Is closed by payment of an amount awarded as a result of a judicial proceeding or an amount set by insurer, whichever is less. **Contract cite:** _____

- All claim files are joint property of insurer and MGA **Contract cite:** _____
(Upon order of liquidation of insurer, files become sole property of insurer or its estate.)
- MGA has reasonable access to files. **Contract cite:** _____
- Insurer may terminate settlement authority upon written notice or upon termination of contract. **Contract cite:** _____
- Insurer may suspend settlement authority while termination dispute is pending. **Contract cite:** _____
- Upon termination of settlement authority MGA shall: **Contract cite:** _____
 - Desist from any draw on funds of insurer. **Contract cite:** _____
 - Immediately forward to insurer all claims files within MGA's immediate possession (and any received thereafter). **Contract cite:** _____
 - Promptly transfer to insurer any funds owed to insurer or to any policyholder. **Contract cite:** _____
 - Promptly transfer to insurer any property of insurer within MGA's actual or constructive possession. **Contract cite:** _____

Transmission

- If electronic claims files exist - contract addresses timely data transmission. **Contract cite:** _____

Interim profits (If applicable)

- Interims may not be paid until 1 year after earned for property; 5 years for casualty. **Contract cite:** _____
- Interims may not be paid until verified by actuary. **Contract cite:** _____

MGA may not:

- Assign contract (in whole or part). **Contract cite:** _____
- Bind reinsurance or retrocessions (except facultative agreement contract containing: **Contract cite:** _____
 - Reinsurance underwriting guidelines for reinsurance assumed and ceded. **Contract cite:** _____
 - List of reinsurers with which automatic agreements are in effect. **Contract cite:** _____
 - Coverages and amounts or percentages that may be reinsured. **Contract cite:** _____
 - Commission schedules.) **Contract cite:** _____
- Commit insurer to participate in insurance or reinsurance syndicates. **Contract cite:** _____
- Use any producer without verifying producer is licensed in Maine for kind of insurance transacted. **Contract cite:** _____
- Collect any payment from reinsurer or commit insurer to any claim settlement with a reinsurer without prior approval of insurer, and if prior approval is given, MGA will promptly forward report to insurer. **Contract cite:** _____
- Pay or commit insurer to pay a claim over amount specified by insurer, net of reinsurance, which may not exceed 1% of insurer's policyholder surplus as of December 31 of preceding year. **Contract cite:** _____
- Use any producer on insurer's board. **Contract cite:** _____
- Jointly employ any employee of insurer. **Contract cite:** _____
- Assign any of its specific contractual duties to others. **Contract cite:** _____

For Bureau Use only:

Reviewer: _____ Date _____

Contract in compliance as of _____

For Bureau Use only:

Reviewer: _____

Date _____

Contract in compliance as of _____