

# Hartford Flood Insurance Program



- WYO Federal Flood Insurance through Hartford Fire Insurance Company and affiliates
- Program for Banks and Financial Institutions
- Surplus Lines Flood Coverage

**Complete the following. We cannot complete your enrollment if any of these items are missing:**

1. Complete this **Agency Enrollment Form**
2. Complete and sign the **Flood Insurance Producer Agreement**
3. Complete and sign the W-9 Tax Form (see link below)
4. Provide a copy of current E&O policy (\$1,000,000 limit)
5. Provide a copy of the Agency DBA paperwork (if applicable)
6. Provide a copy of the Agency License
7. Provide a copy of each Producer's License
8. Provide each Producer's National Producer Number (NPN) <https://www.nipr.com/PacNpnSearch.htm>
9. Provide a signed copy of the [FCRA Disclosure and Consent Form](#) for each producer.
10. Locate a copy of each producer's Flood CE Completion certification, but do not send these with your enrollment paperwork. Once your agency code has been activated, the agency will receive a welcome email with a producer code and PIN that provides instruction on how to set up individual user names and passwords. Once the producer user name and password has been set up, each producer will be able to upload his/her Flood CE Certificate directly into the FloodPro site.

**Please return all completed forms, with the exception of Flood CE Completion Certificates, to:**

**Attention:** The Hartford Contract Team  
**Email:** [Contract.Team@TheHartford.com](mailto:Contract.Team@TheHartford.com)

## Section I: General Agency Information

Agency Name		IRS Tax ID	
Agency DBA Name (if applicable)		Agency E-Mail Address	
Street Address			
City	State	Zip	
Mail Address (if different)			
City	State	Zip	
Business Phone Number		Fax Number	
Principal Name		Principal E-Mail Address	
Primary Flood Contact Name (if different from Principal)		Primary Flood Contact E-Mail (if different from Principal)	

# Hartford Flood Insurance Program



## Section II: Questionnaire

1. How did you hear about Hartford Flood (i.e. trade show, conference, referral, etc.)?

<p>2. Are you currently contracted with The Hartford?</p> <p>If yes, please provide producer number (8 digits):</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Do you have a master producer relationship?</p> <p>If yes, please specify the name of the master producer:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>4. Are you part of an MGA?</p> <p>If yes, please specify the name of the MGA:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>5. Are you a member of a special producer group?</p> <p>If yes, please identify the name of that group:</p> <p><input type="checkbox"/> (PIA) Professional Insurance Agents                      <input type="checkbox"/> Other:</p> <p><input type="checkbox"/> MAIA – (Mass Agents Only)</p> <p><input type="checkbox"/> (SIAA) Strategic Insurance Agency Alliance</p> <p>For SIAA, please indicate the Master Agency Name:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>6. Do you currently write flood?</p> <p>If yes, please answer the following questions:</p> <p>A. What is your annual flood written premium?</p> <p>B. What % is personal lines vs. commercial lines?</p> <p>C. How many new policies do you write within a year?</p> <p>D. Is flood included in your marketing plan?</p> <p>E. Do you write flood business with any other WYO carriers?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>%PL:                      %CL:</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>7. Is flood viewed as a revenue generating product for the producer?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>8. Do you write flood only when a customer requests coverage?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>9. Do you wish to transfer flood business to The Hartford?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

10. Please sign and complete the W-9 on page 5.

You may access the complete W-9 form by clicking on the link located on the top of page 5.

# Hartford Flood Insurance Program



## Section III: Individual Flood Insurance Producer Information

### Licensed producers allowed access to Flood Program:

- Please attach a copy of the entity producer license and the licenses of **all individual producers**.
- If in excess of 5 producers, provide additional individual producer information on a typewritten sheet.
- **If already contracted with The Hartford, please list email address utilized on EBC.**
- Include a signed [FCRA Disclosure and Consent Form](#) for each producer.
- A minimum of 3.0 credit hours of Flood Insurance Training must be completed by each producer. If any producers need to complete the NFIP Training for Insurance Producers, courses may be taken through <https://www.webce.com/catalog>.

**Note:** Flood CE Completion certifications are not to be submitted with your enrollment paperwork. These can only be submitted by each individual producer once a FloodPro log on ID and password has been provided for each producer. The welcome email will provide instructions for submitting Flood certificates.

PRODUCER INFORMATION			
First Name	Middle Initial	Last Name	Suffix (Sr, Jr, III)
Residence Street Address			
City	State	Zip	
Date of Birth (MM/DD/YYYY)	Social Security #	National Producer Number (NPN)	
Telephone Number	Email Address		

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Residence Street Address			
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# Hartford Flood Insurance Program



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Telephone Number	Email Address		

Double-click here to access the complete form. Note: Page 1 of the W-9 is only needed. Once completed and signed print the form and return.

Form  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

# W-9 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"/> Exempt payee
	<input type="checkbox"/> Other (see instructions) ▶	
	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.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 ▶
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**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  -  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 the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify 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  -  to request your TIN, you must use the requester's form if it is substantially similar to this Form  - .

**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,

# HARTFORD FLOOD INSURANCE PROGRAM FLOOD INSURANCE PRODUCER AGREEMENT



BETWEEN \_\_\_\_\_ LOCATED AT \_\_\_\_\_  
(Producer) (Street)  
\_\_\_\_\_  
(City/Town) (State) (Zip Code)

HEREAFTER REFERRED TO AS “PRODUCER” AND HARTFORD FIRE INSURANCE COMPANY, INC., FOR ITSELF AND ITS INSURANCE COMPANY AFFILIATES PARTICIPATING IN THE FLOOD INSURANCE PROGRAM FROM TIME TO TIME HEREAFTER REFERRED TO AS “COMPANY” (ACTING BY AND THROUGH ITS AUTHORIZED VENDOR, AS SPECIFIED IN THE AUTHORIZED VENDOR EXHIBIT TO THIS AGREEMENT, HEREAFTER REFERRED TO AS “AUTHORIZED VENDOR”).

## I. THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:

- A. Producer is authorized to submit applications for insurance against loss by flood on dwellings and general property, subject to (a) the restrictions placed upon the Producer by laws of the state in which the Producer is authorized and licensed to write insurance; (b) the rules and regulations of the National Flood Insurance Program (“NFIP”) administered by the Federal Insurance Administration and the Flood Insurance Manual; (c) the terms and conditions of this Agreement; and (d) the written instructions and manuals issued by the Company from time to time.

## II. DUTIES OF PRODUCER

- A. Producer agrees:
- a. Not to alter, amend, or waive any of the terms, rates, or conditions applicable to the policy contracts used by the Company, not to extend the time of any premium due Company;
  - b. Not to compromise, adjust or settle any claim against Company;
  - c. Not to purport to take any actions on behalf of Company with respect to the binding of coverage except to communicate the company’s decisions on the acceptance of applications, as specifically authorized in writing by the Company;
  - d. To promptly send to the Company’s Authorized Vendor each application and the total policy premium due for insurance coverage, after the signature of the Producer is affixed to the application;
  - e. To maintain a signed copy of all applications transmitted electronically to Company’s Authorized Vendor;
  - f. To promptly and accurately report all any actual or threatened claims and claim related activity to the Company’s Authorized Vendor;
  - g. To comply with all laws relating to this Agreement, including, but not limited to: (i) maintaining a valid resident property and casualty producer insurance license, as required by the NFIP (44 CFR 61.5), (ii) complying with all other applicable licensing requirements, including without limitation completing any Flood-related continuing education attendance requirements and providing Company with documentation of such attendance; (iii) all laws requiring disclosure to insureds and prospects of the terms of this Agreement and all compensation payable by Hartford; and (iv) all countersigning and commission sharing requirements when writing risks outside Producer’s resident state;
  - h. To be responsible for collecting and remitting to Company premiums for new flood insurance policies written by the Company;
  - i. To promptly return to the Company commissions previously paid to Producer or retained by Producer on premiums refunded under any policy for any reason whether the refund is made during the term of this Agreement or thereafter;
  - j. To supervise and be responsible for the acts and omissions of all of Producer’s subproducers, including, but not limited to, any premiums or other monies due Company from them;
  - k. To maintain in force professional errors and omissions liability insurance; and

1. To comply with all of the Company's rules, procedures and policies, as communicated in writing to Producer.
- B. These duties of the Producer shall survive any termination of this Agreement.

### **III. DUTIES OF COMPANY**

A. Company agrees:

- a. To compensate the Producer for acts performed under this Agreement with a percentage of premiums paid per new policy, a percentage of premiums paid per each renewal and each policy transferred to the Company and issued by the Company. Company will pay the Producer commissions at the rates specified in schedule(s) attached to this Agreement and/or in separate schedules or written documents provided by Company from time to time. No commission shall be payable on premiums for new flood insurance policies that are not collected or remitted to the Company by the Producer. Company may change commission rates by providing Producer with at least ninety (90) days written notice;
- b. To pay compensation due the Producer monthly based upon premium recorded the previous month by the Company;
- c. To provide direct bill renewal premium notice to the designated payor of the flood insurance policy prior to the expiration date of the policy and to send a listing of the notices to the Producer; and
- d. To be responsible for collecting renewal premiums billed directly to policyholders by the Company.

### **IV. GENERAL AGREEMENTS**

- A. Producer has the authority and power to act only to the extent expressly granted in this Agreement and no further authority or power is implied. Producer is an independent contractor and not an employee of Company for any purpose, and Producer's right to represent other companies is not restricted by this Agreement. Any authority granted hereunder to solicit insurance products on Company's behalf is non-exclusive, unless Company agrees otherwise in writing. Producer is not an authorized agent or representative of the Company, and shall not commit any act purported to be on behalf of the Company, including but not limited to binding coverage. In using any materials or systems of the Company with the Company's name or logo, as may be permitted by the Company, Producer shall disclose to the insured or prospect that Producer is not an authorized agent of the Company.
- B. The Producer shall be liable for timely payment to the Company of all policy premiums for new flood insurance coverages written by the Producer pursuant to this Agreement. This provision shall not apply to renewal or transfer business. The Producer shall refund promptly to the Company compensation on cancelled policies and on reductions in premiums at the rate at which such compensation was originally paid. If the Producer should collect any premiums on direct-billed business, Producer shall immediately remit such sums to the Company without deducting any commission therefrom.
- C. Producer shall maintain the confidentiality of Confidential Information, as defined herein, shall use it only for purposes of this Agreement, and shall not disclose it to any other person except to employees, agents and other persons who need to know such Confidential Information to further the objectives of this Agreement and who agree in writing to maintain the confidentiality of the information as provided herein. If the Gramm-Leach-Bliley Act (GLB), including the regulations promulgated thereunder, or other applicable law, now or hereafter in effect, imposes a higher standard of confidentiality with respect to Confidential Information, such standard shall prevail over the provisions of this Agreement. As used herein, "Confidential Information" means all of Company's confidential, proprietary or trade secret information, including, but not limited to, underwriting criteria and guidelines, procedures and processes, studies, reports, and any other data or information developed by Company and provided to Producer or which is subject to protection under any federal or state privacy law, including customer personal information as protected under GLB. Notwithstanding the foregoing, the following shall not constitute "Confidential Information" for purposes of this Agreement: information which is obtained or was previously obtained by Producer from a third person who was not prohibited from transmitting the information by a contractual, legal or fiduciary obligation to Company, or information which is or becomes generally available to the public, other than as a result of a breach of this Agreement by Producer or a disclosure by Producer to another person. Notwithstanding, Producer is permitted to disclose the terms of this Agreement and any compensation payable to Producer by Hartford to insureds and prospects in connection with its sales and service activities, and other Confidential Information to its attorneys, consultants and other advisors in connection with this Agreement, and when otherwise required by law. In the event Producer is requested or required by law to disclose any Confidential Information, Producer shall provide Company with prompt notice thereof and cooperate with any of Company's efforts to seek a protective order. Producer shall at all times comply with Company's published Privacy Policies, as may be amended from time-to-time, concerning financial, medical and other personal or personally identifiable information. This obligation shall survive any termination of this Agreement.



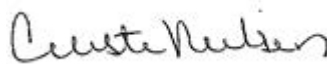
- D. Any supplies furnished by the Company to the Producer remain the property of the Company and shall be accounted for and returned by the Producer to the Company upon termination or upon demand.
- E. Company may inspect and audit, at any time, with advance notice, the Producer's records pertaining to business placed with the Company. This obligation shall survive any termination of this Agreement.
- F. If a conflict exists as to which Producer is authorized to represent an existing or prospective customer with respect to any insurance matter subject to this Agreement, the policyholder's written statement designating his Producer shall control, subject to the Company's producer of record procedures.
- G. The delay or failure by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition. No waiver of any term, condition or breach hereunder shall be deemed valid unless in writing signed by the party giving such waiver, and no waiver in one instance shall be deemed a waiver of any subsequent event of the same nature.
- H. Any compensation payable to Producer under this Agreement may be applied to any outstanding balances and other monies that are due from Producer or any of its affiliates or subsidiaries, and against any damages incurred by Hartford based on any acts or omissions by Producer or any of its affiliates or subsidiaries.
- I. This Agreement between the Company and the Producer applies to the Hartford Flood Insurance Program only and shall remain in full force and effect until terminated by either party by written notice of such termination given by one party to the other. Termination shall not affect the rights, duties, obligations, and liabilities of either party to the other that were created prior to the effective date of termination.
- J. This Agreement and any addendum to this Agreement shall constitute the entire Agreement and shall supersede any and all prior agreements governing the Hartford Flood Insurance Program.
- K. This Agreement may not be assigned by Producer, in whole or in part, without Company's prior written consent and any such attempted assignment shall be void.
- L. Company may amend this Agreement at any time by providing Producer with at least ninety (90) days written notice, except where this Agreement may provide for a shorter period.
- M. Producer must obtain Company's prior written consent for any use of our name, logo, domain names, copyrighted materials, trademarks, servicemarks, software or other intellectual property (herein collectively "Intellectual Property"). Producer shall not register any of Company's Intellectual Property, or use or register any derivatives of Company's Intellectual Property. Producer shall not acquire any rights or interests in Company's Intellectual Property and any permission to use it may be withdrawn by Company at any time.
- N. Ownership of Expirations
- a. **Prior to Termination.** Unless Company becomes entitled to the use and control of expirations hereunder, Company will not, without Producer's prior approval, use Company's records of the business Company obtains through Producer to solicit insureds for other lines of insurance.
  - b. **On Termination.** If, upon termination of this Agreement, Producer has promptly accounted for and paid to Company all premiums and other amounts that may be due Company or for which Producer may be liable, or has given Company a bond satisfactory to Company guaranteeing the payment thereof, Producer's use and control of expirations shall remain Producer's property and be left in Producer's undisturbed possession; otherwise the right and title to the use, control and ownership of expirations shall be vested in Company.
  - c. **Dispute.** For purposes of this section, Producer will not be considered in breach of its obligation to account for and pay to Company premiums or other amounts due Company, while the amount thereof is being reasonably disputed in writing and in good faith, provided Producer has promptly accounted for and paid to Company all items about which there is no such dispute.

*[Intentionally Blank – Signature Page Follows]*

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the Effective Date.**

**HARTFORD FIRE INSURANCE COMPANY**

**FLOOD INSURANCE PRODUCER NAME:**

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

By: \_\_\_\_\_  By checking this box, you are signing this document electronically. Please Fill out your name, title, and date below. \_\_\_\_\_

**Name:** Celeste Neilsen  
**Title:** Director Licensing & Contracting  
**Date:**

**Name:**  
**Title:**  
**Date:**

**HARTFORD FLOOD INSURANCE PROGRAM  
AUTHORIZED VENDOR EXHIBIT**



All references to “Authorized Vendor” in the Hartford Flood Insurance Producer Agreement shall refer to:

**National Flood Services**

Please note that the Authorized Vendor may be changed from time to time by Company immediately upon publication to the EBC<sup>®</sup> (or similar business portal offered by Company) or other written notice to the Producer.

## Data Protection Amendment – Agent/Broker Agreements

The following amendment is made to your agency, broker or producer agreement:

To the extent that Agent shall maintain, process or be provided access to Nonpublic Information in connection with providing services to The Hartford, Agent shall comply with the following requirements.

1. **Information Security Program.** Agent shall, at its own cost and expense, establish, adhere to, and maintain a written information security program to protect the integrity, availability, security and confidentiality of Nonpublic Information in accordance with industry standards and Applicable Privacy and Data Protection Law (the “Security Program”). If Agent uses a third party service provider to access, process, or store Nonpublic Information, then Agent’s Security Program shall include a third party information security oversight process in accordance with Applicable Privacy and Data Protection Law and industry standards.
2. **Security Assessments.** Upon The Hartford’s request, but no more than annually, Agent shall participate in the Hartford’s vendor risk management program by completing The Hartford’s information security assessment, which may include a security questionnaire, attestation or other form of security assessment. Agent’s responses to the security assessment shall be accurate as of the time they are made. If any medium or high risk control gaps are identified (including by a third party data provider), Agent shall remediate such gaps as required by The Hartford. Agent shall not materially weaken its security practices as described in the security assessment without The Hartford’s consent.
3. **Security Breach Management.** Agent shall notify The Hartford within 72 hours following discovery of any Security Breach via e-mail to [Information\\_Incident\\_Response@thehartford.com](mailto:Information_Incident_Response@thehartford.com), or as otherwise directed by The Hartford. Agent shall: (a) immediately remedy the Security Breach; (b) provide all necessary assistance and cooperation to enable The Hartford to remedy any impact of the Security Breach, and to meet its obligations with respect to the Security Breach; (c) participate in a virtual control verification and remediate any medium or high risk control gaps as required by The Hartford; and (d) indemnify and reimburse The Hartford for costs and expenses incurred by The Hartford in connection with the Security Breach.
4. **Definitions.** The following definitions apply for purposes of this Amendment:

**“Agent”** means agent, broker or producer, as applicable to the Agreement.

**“Applicable Privacy and Data Protection Law”** means all privacy, data protection and breach notification laws, whether state, federal or international, as applicable.

**“Confidential Information”** means all of The Hartford’s confidential, proprietary or trade secret information, including, but not limited to, underwriting criteria and guidelines, procedures and processes, studies, reports, compensation arrangements, and any other data or information developed by us and provided to you or which is subject to protection under any Federal or state privacy law. Notwithstanding the foregoing, the following shall not constitute “Confidential Information” for purposes of this agreement: information which is obtained or was previously obtained by you from a third person who was not prohibited from transmitting the information by a contractual, legal or fiduciary obligation to us, or information which is or becomes generally available to the public other than as a result of a breach of this Agreement by you or a disclosure to another person.

**“Data Assets”** means facilities, information applications, systems, and networks associated with accessing, processing, storing, or transmitting Nonpublic Information.

**“Nonpublic Information”** means (a) Confidential Information of The Hartford; and (b) individually identifiable information, to the extent that it includes (i) Social Security number; (ii) drivers’ license number, non-driver identification card number, or other government-issued identification number; (iii) account number, credit or debit card number; (iv) any security code, access code or password that would permit access to an individual’s financial account; (v) biometric records; or (vi) information relating to the individual’s health or medical care or payment for the provision of health care to the individual.

**“Security Breach”** means any incident where (a) there is any disruption in access to or use of any Nonpublic Information or Data Asset; (b) there is any potential impact to the integrity of any Nonpublic Information or Data Asset; (c) there is any loss of, or unauthorized access to or acquisition of, Nonpublic Information; or (c) notice to affected individuals, regulators or others may be required under Applicable Privacy and Data Protection Law.

## **Frequently Asked Questions**

### **Data Protection Amendment – Agent/Broker Agreements**

Below are some questions and answers regarding the Data Security Amendment that will be applicable to The Hartford's Agency Agreement and other producer agreements:

#### **Why are these data security requirements being imposed at this time?**

*The data security requirements are necessary for The Hartford's compliance with applicable laws and regulations, including the recent New York Department of Financial Services Cybersecurity Regulation.*

#### **Our agency/brokerage does not place coverage in NY/ for NY residents. As such, why does the NY Regulation extend to us?**

*The New York Department of Financial Services recently provided guidance that carriers are legally required to impose these data security requirements upon all independent agents and brokers with which we partner – even if they do not place coverage in NY/ for NY residents. DFS has indicated concern that non-NY agents could present a risk to carriers through, for example, access to the carrier's portal. In addition, there are other emerging privacy laws and rules that make these requirements appropriate.*

#### **If as an independent agent or broker, we believe we provide services to our policyholders, rather than The Hartford, do these contract terms still apply to us?**

*The New York Department of Financial Services recently issued guidance that carriers are legally required to impose these data security requirements upon our independent agents and brokers – even if they also perform services or act on behalf of policyholders.*

#### **Are the new amendments open to negotiation?**

*The Hartford is not entertaining changes at this time. However, we are collecting comments, which we will take under consideration to evaluate any appropriate modifications to the new contract terms.*

#### **On what date are we obligated to comply with these data security requirements?**

*Pursuant to Hartford's Agency Agreement, the amendment to your agreement will take place pursuant to the notice requirements of your agreement (for example, Hartford's standard P&C Agency Agreement provides for 90 days' notice). However, as an adopted part of The Hartford's rules and procedures, producers should comply with these data security requirements as of March 1, 2019, the effective date of the New York Department of Financial Services Cybersecurity Regulation - even if this date precedes the effective date of the amendment.*

#### **Will Hartford be conducting security assessments and when/to what extent?**

*The Hartford is taking a risk-based approach to security assessments with respect to agents, brokers and producers, as required by the New York Department of Financial Services Cybersecurity Regulation. We will contact you regarding any security assessment that needs to be conducted with respect to your agency or brokerage.*

#### **Do these data security requirements apply to independent agents or brokers that have Group Benefits business with The Hartford?**

*Yes. Group Benefits will be amending its Group Insurance Producer Agreement ("GIPA") and if you have Group Benefits business with The Hartford you should be receiving notice of an amended GIPA under separate cover shortly.*



**LICENSING VERIFICATION  
FAIR CREDIT REPORTING ACT  
DISCLOSURE AND CONSENT FORM**

This disclosure is being provided to you by The Hartford pursuant to the Fair Credit Reporting Act (“FCRA”). As used herein, “The Hartford” means Hartford Fire Insurance Company, and its subsidiaries, affiliates, officers, employees, agents and representatives.

In connection with determining your standing as a properly licensed agent/broker to produce or place business with The Hartford, including with respect to certain products or programs in one or more states, The Hartford may from time to time order reports through various vendors that validate or provide information on your producer licensing status, including insurance regulatory matters. These reports may include “consumer reports” from a “consumer reporting agency” (CRA), as such terms are defined under the FCRA.

**AUTHORIZATION TO ORDER CONSUMER REPORTS**

By signing below, I hereby voluntarily authorize The Hartford to obtain consumer reports relating to my producer licensing status, insurance regulatory, and to use those reports in connection with any insurance agent or producer license, as described above, or which I may seek, whether now or in the future, in any jurisdiction. I hereby further voluntarily authorize The Hartford to disclose information in such reports, as well as information I may provide, as permitted by applicable law. This is a continuing authorization.

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Signature	Print Name	Date
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**For California, Oklahoma, and Minnesota Resident Producers:**

You have the right to request a copy of any consumer report we may order. By checking the box below, you can receive a copy of any consumer report we may order relating to your producer licensing status, including insurance regulatory matters, from the CRA: National Insurance Producer Registry, 2301 McGee Street, Suite, 800, Kansas City, Missouri 64108. Tel. (816) 783-8468; Website: [www.nipr.com](http://www.nipr.com)

(  ) I wish to receive a copy of any such consumer report ordered.

## **ADDITIONAL DISCLOSURES FOR CALIFORNIA RESIDENT PRODUCERS**

The consumer reports ordered, for the purposes described previously, may include what California law defines as an "investigative consumer report," which may contain information relating to your character, general reputation, personal characteristics, and mode of living. In addition to the right to receive a copy of any consumer report ordered, as described previously, you also have the right to visually inspect the files concerning you that are maintained by the consumer reporting agency, provided the inspection is made during normal business hours and upon reasonable notice. The inspection can be done in person if you appear in person and furnish proper identification. "Proper identification" as used in this paragraph means information generally deemed sufficient to identify a person, which includes documents such as a valid driver's license, social security account number, military identification card and credit cards. If you are unable to reasonably identify yourself with the information described above, you may be required to provide additional information concerning your employment and personal or family history in order to verify your identity. You are entitled to be accompanied by one person of your choosing, who shall furnish reasonable identification. You may be required to furnish a written statement granting the consumer reporting agency permission to discuss your file in the presence of such person. You are entitled to a copy of the file for a fee not to exceed the actual costs of duplication services. The inspection can also be done via certified mail if you make a written request, with proper identification, for copies to be sent to a specified addressee. You can also request a summary of the information to be provided by telephone if you make a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or directly charged to you. The consumer reporting agency shall provide trained personnel to explain to you any of the information furnished to you, as well as a written explanation of any coded information contained in files maintained on you.