



2121 North California Blvd., Suite 1010
Walnut Creek, CA 94596
(888) 626-1160

Letter of Agreement between Broker and MedAmerica Mutual

Dear _____,

This Agreement formalizes our relationship with you. Specifically, without limitation, the nature and extent of our relationship set forth in this Agreement governs the relationship between

_____ (“you”) and MedAmerica Mutual, Risk Retention Group, Inc. (hereinafter called “MedAmerica Mutual”). The terms of this Agreement supersede any prior contract or agreement, understanding, or arrangement, whether written or oral, or any course of dealing between you and MedAmerica Mutual with regard to the business submitted to MedAmerica Mutual effective as of the date of this Agreement.

MedAmerica Mutual will accept business submissions from you. You may issue certificates or evidence of insurance as instructed by MedAmerica Mutual. All certificates issued by you must contain a disclosure of any self-insured retention (SIR) or co-insurance for which the insured would be responsible. You shall have no authority to rate, quote or bind any policy on behalf of MedAmerica Mutual. You shall have no authority to adjust or settle claims on behalf of MedAmerica Mutual or otherwise bind the company unless you have MedAmerica Mutual’s prior written consent

You shall comply with all applicable laws, rules and regulations and with the general standards of the insurance industry. You shall keep complete records of all transactions and correspondence with any insured, policyholder, insurance department, and MedAmerica Mutual. Upon our advance written request, you agree to make such records available to MedAmerica Mutual within five (5) business days of such request.

You shall have no authority to act on behalf of MedAmerica Mutual and nothing contained herein shall be construed as authorizing you to act as an agent on behalf of MedAmerica Mutual.

You are not responsible for collecting or paying premiums. MedAmerica Mutual will direct bill policyholders as agreed upon and forward net commission to you.

In the event that an insured reports a claim directly to you, you will immediately notify MedAmerica Mutual and work with us to obtain required information.

MedAmerica Mutual requires that you maintain Errors and Omission insurance coverage. By signing this agreement, you attest that such coverage exists and is in good standing with a minimum of \$1,000,000 in limits of liability. MedAmerica may request evidence of Errors and Omission insurance at any time.

We look forward to working with you. Please sign the agreement and forward the original to: MedAmerica Mutual, 2121 N California Blvd., Suite 1010, Walnut Creek, CA 94596.. Retain a copy for your records.

Sincerely,

MEDAMERICA MUTUAL, RRG, INC.

Agreed and accepted this _____ day of _____, 2009.

By: _____ Its: _____