



NATALIE A. HUBLEY  
PRESIDENT

COMMONWEALTH AUTOMOBILE REINSURERS

101 Arch Street, Suite 400 Boston, Massachusetts 02110  
www.commauto.com 617-338-4000

## NOTICE OF MEETING

### MARKET REVIEW COMMITTEE

A meeting of the Market Review Committee will be held in the Training Room at 101 Arch Street, 2nd Floor Lobby, Boston, on

**THURSDAY, JULY 16, 2026, AT 11:00 AM**

### MEMBERS OF THE COMMITTEE

Ms. Sheila Doherty – Chair  
Doherty Insurance Agency, Inc.

Ms. Kerriane Bartro  
Ms. Pamela Bodenstab-Krynicky  
Ms. Roberta Fitzpatrick  
Ms. Jean Houghton  
Mr. Andrew Lajzer  
Mr. Henry Risman  
Mr. Kenneth Willis  
Mr. Mark Winiker

MAPFRE U.S.A. Corporation  
P.L. Krynicky Insurance Agency  
Arbella Insurance Group  
Norfolk & Dedham Group  
Safety Insurance Company  
Risman Insurance Agency  
Plymouth Rock Assurance Corporation  
Acrisure East Insurance Services, LLC.

### AGENDA

#### MR

##### 24.01 Records of Previous Meeting

The Records of the Market Review Committee meeting of April 9, 2024 should be read and approved.

#### MR

##### 26.03 CAR Conflict of Interest Policy

The Chair will read a statement relative to CAR's Conflict of Interest Policy.

**MR**

**26.04 A One Insurance Agency/Commerce Insurance Company**

Mr. Enrique Arce, on behalf of A One Insurance Agency, has filed a Request for Review seeking relief from the termination of its Exclusive Representative appointment by The Commerce Insurance Company (Commerce). Commerce issued a notice of termination on May 12, 2026 citing alleged violations to CAR Rules of Operation as follows:

- 14.B.1.b. - Collect, process and remit premium due a Servicing Carrier in accordance with the provisions of the Rules of Operation
- 14.B.1.d. - Submit for all applicants a new business application for insurance with appropriate certification form(s), completed in their entirety, and a signed premium finance application/agreement, if applicable within two business days
- 14.B.1.g. - Verify that the applicant has not been in default in the payment of any Motor Vehicle Insurance premiums in the past 24 months
- 14.B.1.j. - Forward all premium payments to a Servicing Carrier within two business days of receipt. However, a Servicing Carrier shall extend the payment period for an additional seven days upon sufficient notice that all or part of a premium is being financed by a licensed premium finance company where the premium finance company has given its written assurance to pay the full premium financed directly to the Servicing Carrier. This provision shall not obligate a Servicing Carrier to provide such additional time if notwithstanding any written assurances the premium finance company has previously failed to perform its commitment
- 14.B.1.m. - Properly order endorsements
- 14.B.1.p. - Conduct all monetary transactions with the insured and the Servicing Carrier as required by the Rules of Operation and the ERP Contract
- 14.B.1.q. - Notify the premium finance company and the insured that premium checks for all financed accounts are to be made payable to the Servicing Carrier
- 14.B.1.x. - Comply with all the conditions set forth in the contract between the ERP and the Servicing Carrier

The agency's Request for Review and supporting documentation and the Servicing Carrier's notification and supporting documentation are attached (Docket #MR26.04, Exhibits #1 and #2).

Chapter III, Section C of The Manual of Administrative Procedures, attached for the Committee's reference, outlines the procedures for termination of an Exclusive Representative Producer and provides guidance for the reviewing committees. This attached material should be reviewed in conjunction with the other attached committee materials (Docket #MR26.04, Exhibit #3).

**Other Business**

To transact any other business that may properly come before this Committee.

**Executive Session**

The Market Review Committee may convene in Executive Session in accordance with the provisions of G.L. c. 30A, § 21.

RICHARD DALTON  
Residual Market Liaison

Attachments

Boston, Massachusetts  
July 2, 2026





**Scheduling of Review:** Upon receipt of a completed Request for Review Form a date will be established within 15 working days, pursuant to CAR Rule 20. Once a date has been confirmed, CAR will issue a written notification to affected parties. Any parties wishing to present written exhibits to be considered at the Committee meeting shall submit them to CAR's Docket Clerk no later than 5 business days prior to the scheduled meeting date. Written exhibits submitted to CAR within 5 business days of the scheduled meeting date will not be entered on the docket but must be directly to the Committee at the meeting itself. It will be left to the determination of the Committee as to whether these exhibits will be considered in their deliberations. In addition, parties submitting exhibits directly to the Committee are expected to be prepared to provide a minimum of 25 copies. Parties should provide copies of ALL exhibits and documentation that they wish considered in the matter to the opposing party in concert with their submissions to CAR and/or the Committee. A request for a continuance on a review of the matter will be granted upon the agreement of all parties. All other requests for continuances must be physically presented to the assigned Committee for approval.

**15 Day Waiver (CAR Rule 20):** Initial if waiving the need for a review within 15 days:

I waive the 15 day review window pursuant to CAR Rule 20: (Initial): \_\_\_\_\_

**PLEASE NOTE: THIS FORM MUST BE COMPLETED AND RETURNED TO CAR  
 PRIOR TO THE INITIATION OF A FORMAL REVIEW PURSUANT TO  
 RULE 20, CAR RULES OF OPERATION**

| FOR COMPLETION BY CAR OFFICE – DO NOT WRITE BELOW |  |
|---|--|
| 4   | Assigned Docket Number:  |
| 5   | Related Docket Number(s):  |
| 6   | Assigned Review Forum:<br><br>CAR COMMITTEE: _____<br><br>Scheduled Review Date: _____ |
| 7   | Disposition:   |

## **Q1 – Reason for Review**

A. The reason for the review will allow us to provide our clarification of said violations. In many cases, the carrier is inconsistent in applying the CAR rules which can create confusion about what is permissible. Some of the underwriter's requests may be unattainable when additional sources (Financing Company and RMV) are required.

B. We are requesting relief to allow us time to bring the agency policy changes into full fruition with new staff and Finance companies. This time will allow us to implement additional safeguards to better adhere to the CAR guidelines.

## **Q2 – Details of Aggrievements**

- Claims of financed funding not paid to carrier: Understanding of the Financing requirement by the carrier on certain accounts, was to submit funding request to a 3rd party Finance company, they would forward funds to Agency. Agency would collect DP from insured and post to Carrier. We were instructed by the UW that 100% of funds needed to be posted at one time (and still within 2 days). Recently it was said again by the underwriter that 100% in full due in 2 days is required.

- The current claims in reference to not submitting 100% in 2 days was not adhered to due to 100% of funds were not collected at the same time, by either the Insured paid partial DP, Bounded check, funding not clearing acct in 2 days

### **██████████ L22537**

- Default of Ins in 24 months – We try to prevent errors and hope that the underwriting process will catch EP due that may slip though. In nearly every case any EP due is caught and collected (we are unaware of any cases where both our agency and the underwriter have missed an EP due).

- Process & remit payment - See above

- Inaccurate info – We rely on insureds being honest. Information is verified to the best of our ability. Information supplied by insured. Insureds signs applications.

### **██████████ L27133**

- Failure to collect premiums – This was a financed policy. 100% funding was paid to carrier within the 10 days

### **██████████ L24723**

- Late submission – Docs are sent to insured to complete within the 2 day timeframe for completion. We cannot control the insureds' timely response, despite our best efforts.

-Car forms – We send out documents for completion and despite our best efforts insureds may delay their response beyond the 2 day time frame.

██████████

Accused violations were placed on A One, yet A One was following the former broker's policies, which were underwritten by Commerce UW. These policies we were taking over were already full of errors. Again, these policies were underwritten by Commerce. They were then rewritten to A One on the renewal effective date. Through our investigation, we discovered the prior commerce policies were full of vehicles that were found to be owned by Commerce and therefore should never have been on the expiring policy. In some cases, there were vehicles listed on policies with no active registration. To clarify the confusion and disorganization of the prior Commerce policies, we separated vehicles into new policies by risks type/a.k.a usage. Admittedly, separating vehicles on to separate policies by usage did confuse the underwriter. This was a huge task on a very large account, with many hours of A One deciphering the units by operation, vehicle type, coverage and limits. Several times the UW was confused and UW was unable to track the flow of multiple new policies. With the timing of the rewrite and CAR rules, UW advised us to submit to bind with no money and additional documentation could follow. On account of this size, it would be expected that there would be more UW questions and the need for everyone to have additional time on the submission before binding.

██████████ **L29771**

- Late submission- underwriter was confused. A One correcting prior policy errors
- Incomplete submission
- Taxi app

██████████ **L30037**

- late submission - underwriter was confused. A One correcting prior policy errors.
- Failure to submit premium – policy was difficult to get correct, however that was A One's goal. Premium collection within 2 days is nearly impossible with UW making continual corrections and updates.
- No prior agreement has been made – No agreement (Proposal/Quote), no payment

██████████ **L30431**

- Failure to report coverage bound - underwriter was confused. A One correcting prior policy errors.

- Failure to submit premium– policy was difficult to get correct, however that was A One’s goal. Premium collection within 2 days is nearly impossible with UW making continual corrections and updates.
- No prior agreement has been made

**L28655**

- Failure to report coverages – (Registrations) Insured was having Registration titling issues with the RMV. Vehicles were not in operation
- Failure to properly order endorsement – Endorsement to add vehicle was processed through carrier portal after the registration was active.

**L31848**

- Late submission - Received multiple questions from UW for insured to answer. Docs are sent to insured to complete within the 2 day timeframe for completion. We cannot control the insureds’ timely response, despite our best efforts.
- Inaccurate information - We rely on insureds to be honest. Information is verified to the best of our ability. Information is supplied by insured. Insureds signs applications as acknowledgment that they have read and understand the information.
- Incomplete submission – Documentation and UW questions were supplied. Policy should not have been approved or bound if additional information was needed. We rely on the underwriting process to catch possible errors that we may miss
- Failure to order endorsement – Endorsements were processed.

**L28577 & L28653**

– Submission of documents per the requirement from insured were accepted by carrier and policies were bound. UW further review of documents (Parking lease agreements) did not meet UW satisfaction and were questionable. We agreed with the UW that the parking agreement was unverifiable and leaning on Fraud. Prior Producer’s wife was owner of said companies and this producer was terminated in conjunction with the possibly of providing fraudulent documents. A One has no tolerance for any type of fraudulent activity. We pride ourselves on being transparent. With this practice, A One has grown in the industry and is known for its honesty, providing appropriate coverage and solutions for high-risk markets, and classes of business which require a specific expertise and that are often misunderstood by other insurance professionals.

## Attachment A

### ██████████ L36219

– Funds paid late. Funding & deposit rec'd. Posted partial DP received to another policy in error. Did not notice error and was waiting for 100% EP per prior UW.

### ██████████ L35091

– Funding not paid; Funding was received, DP was declined NSF, requested DP and received partial. Requested DP balance many times. Funding was posted to carrier, Agency has no recourse to Cancel policy if DP is returned for NSF. Waited for 100% EP per UW.

### ██████████ L36465

– Funding paid late; Funding was received, Insured was calling carrier to pay DP on binding date with a Credit Card. Insured did not pay DP. Chased Multiple times, Funding was paid to carrier, DP was eventually paid, Agency has no recourse to Cancel policy.

### ██████████ L34781

- Funding paid late; Funding cleared agency account on 2/18/26, DP was to be paid 2/12/26 via Epay, DP hit agency account 2/19. Funds were not received in 2 day timeframe. What are the guidelines in this situation. We have changed the funding process. The Finance company will now be collecting DP and processing all funding directly to the carrier.

### ██████████ L35464

– Funding not paid - Funding was received, DP was processed through third party vender and declined. Made numerous attempts to collect DP. Funding was returned to Finance company. Agency has no recourse to Cancel policy if DP is returned for NSF. Waited for 100 % EP per UW.

## Attachment B

### ██████████ L30421

– Late endorsement – RTA was stamped and not submitted on stamp date. Prior employee was responsible for task. Prior employee was fired for not adhering to company policy and procedures. We have implemented a better diary system to ensure RTA's are submitted within CAR time frame. All employees have been retrained to understand and adhere to the new procedure.

**L17798**

- Late endorsement – RTA was stamped, Insured did not register vehicle on stamped date. Prior employee was responsible for task. Prior employee was fired for not adhering to company policy and procedures. We have implemented a better diary system to ensure RTA's are submitted within CAR time frame. All employees have been retrained to understand and adhere to the new procedure.

**L23672**

- Late endorsement – RTA was stamped, Insured did not register vehicle on stamped date. Prior employee was responsible for task. Prior employee was fired for not adhering to company policy and procedures. We have implemented a better diary system to ensure RTA's are submitted within CAR time frame. All employees have been retrained to understand and adhere to the new procedure.

**Attachment C**

-Past years and currently, UW's would and do follow up with any additional information, corrections needed and to include missing CAR forms. CAR forms are sent to insured via DocuSign. We have implemented a better diary system to ensure forms are submitted within CAR time frame. All employees have been retrained to understand and adhere to the new procedure.

**L35091** – Late documents; See above

**L36465** – Late Documents; See above

**L36219** – Late Documents; See above

**Attachment D**

**L34068**

– Verify EP owed; No quote was offered, no RTA Stamped, no funds received. This quote was in the beginning stages of a submission. UW responded on 12/11/25 identifying the EP that we missed. UW indicated they would proceed with the quoting when confirmation of the EP paid was received. The carrier is inconsistent in procedure which leads to confusion. We rely on the underwriting process to assist in catching possible errors that

we may miss. All employees have been retrained to understand and adhere to the new procedure. No policy bound and no RTAs were issued.

### **Q3. Action taken to date to resolve the matter**

We were aware of said individual violations upon receipt from Carrier in October of 2025. Listed violations appear to have been identified in the middle of 2025 when we worked on transferring a large policy from a different Commerce Agent to A One. This transfer was time consuming with many issues within the prior Commerce policies. Working with UW, we encountered many problems; active registrations that were not on any policy, vehicles listed multiple times, cancelled units that were still on the policies, vehicle owned by Commerce (deemed totaled), coverage (Limits) issues and other various policy issues. UW was frustrated in the process and the UW was confused in keeping track of policies including the amount (Number) of units that needed to be moved around.

A One is a high-volume agency that specializes in High-risk Commercial auto. Our experience in the Commercial auto sector (Particularly Trucking) has made us invaluable locally and has given us a loyal following. Due to the limited carriers available to the Commercial auto sector (Trucking), Commerce (CAR) is the main carrier for this High-risk industry.

We are aware of the severity of not adhering to the CAR guidelines. In efforts to meet the requirements, we have hired additional staff allowing us to alleviate the overload of production to any one rep. We have implemented a better diary system to ensure forms are submitted within CAR time frame. We have taken new steps to mitigate violations by amending our procedures with a more vigorous timeline, stamping registrations only after carrier binding approval, collecting supporting documentation and not submitting said docs prior to UW approval. Financed policies will now be administered by a Funding company to include direct collection of DP and processing payment directly to carrier (guarantee funds). All employees have been retrained to understand and adhere to the new procedure.

Due to the limited voluntary carriers in the State of Mass that offer commercial auto (Trucking), we are requesting a relief of the 6/15/2026 termination date to continue operations with the assigned Service Carrier (Commerce). CAR/Commerce is our main carrier for the high risk commercial auto sector. We are heavily weighted in commercial auto, Trucking. Our customers recognize our agency as an invaluable partner based on our

knowledge and experience in this niche industry. We are dedicated to constant improvement in our procedures to comply with the CAR rules and procedures.

May 12, 2026

VIA UPS OVERNIGHT DELIVERY  
Mr. Enrique Arce  
A-One Insurance Agency, Inc.  
1324 Belmont St, Suite 203  
Brockton, MA.

Re: Termination of Limited Servicing Carrier Agreement

Dear Mr. Arce

This letter is to notify A-One Insurance Agency, Inc. ("A-One" or "ERP") that Commerce Insurance Company ("Commerce" or the "Company" also known as "Mapfre") is terminating the Limited Servicing Carrier Agreement between Commerce and A-One Insurance Agency, effective as of June 15th, 2026 (the "Agreement"). A copy of the Agreement is attached.

**Authority for Termination**

This termination is authorized by Commonwealth Automobile Reinsurer ("CAR") Rule of Operation ("Rule(s)") 16.B.2; Rule 13.B.6.a; Rule 13.B.[6].a.(2); and Rule 14.B.2.b.

**Specific Basis for Termination**

Rule 13.B.[6].a. states in relevant part,

A Servicing Carrier may terminate an ERP's contract and authority to bind coverage upon failure of the ERP to meet the eligibility requirements and/or definition of ERP as provided by the Rules of Operation or upon failure of the ERP to fulfill any of the requirements of Rule 14.B.1

(2) A Servicing Carrier shall have cause to terminate an ERP's contract and the authority to bind coverage with thirty days written notice of termination pursuant to the provisions of Rule 14.B.2.b.

Rule 14.B.2.b. states:

Termination with a 30-Day Notice

Failure to fulfill the requirements in Section B.1.d. through B.1.y. shall be cause for a Servicing Carrier to terminate an ERP's contract and the authority to bind coverage with 30 days written notice of termination.

The specific Rule 14.B.1. provisions that constitute the basis for the termination are as follows:

- Rule 14.B.1.b. Collect, process and remit premium due a Servicing Carrier in accordance with the provisions of the Rules of Operation.
- Rule 14.B.1.d Submit for all applicants a new business application for insurance with appropriate certification form(s), completed in their entirety, and a signed premium finance application/agreement, if applicable within two business days.
- Rule 14.B.1.g Verify that the applicant has not been in default in the payment of any Motor Vehicle Insurance premiums in the past 24 months.
- Rule 14.B.1.j. Forward all premium payments to a Servicing Carrier within two business days of receipt. However, a Servicing Carrier shall extend the payment period for an additional seven days upon sufficient notice that all or part of a premium is being financed by a licensed premium finance company where the premium finance company has given its written assurance to pay the full premium financed directly to the Servicing Carrier. This provision shall not obligate a Servicing Carrier to provide such additional time if notwithstanding any written assurances the premium finance company has previously failed to perform its commitment.
- Rule 14.B.1.m. Properly order endorsements.
- Rule 14.B.1.p. Conduct all monetary transactions with the insured and the Servicing Carrier as required by the Rules of Operation and the ERP Contract.
- Rule 14.B.1.q. Notify the premium finance company and the insured that premium checks for all financed accounts are to be made payable to the Servicing Carrier.
- Rule 14B.1.x Comply with all the conditions set forth in the contract between the ERP and the Servicing Carrier.

The following attachments A through D reflect instances where A-One, the Representative Agency, was in violation of the CAR Rules and the Agreement.

Mapfre is proceeding with the termination at this time because A-One has failed to conform its business practices to comply with the CAR Rules and the Agreement despite ongoing communications between A-One and Mapfre's staff regarding the need to do so. We also provided formal written notification to A-One in October of 2025 indicating that Mapfre would terminate the Agreement if the ERP continued to process business in violation of CAR Rules and the Agreement. Please see the attached letter from Mapfre to A-One dated October 7, 2025.

### **Notice Period and Effective Date**

The termination is effective June 15<sup>th</sup>, 2026, satisfying the 30-day notice requirement.

### **Changes in Operational Procedures Pending Termination Effective Date**

Upon receipt of this termination notice and through the termination effective date, A-One may not bind Commerce on any new business or otherwise certify any coverage to the Registry of Motor Vehicles Unless A-One has first provided the following documents to Mapfre's Commercial Automobile Underwriting Department and Mapfre's Commercial Automobile Underwriting Department has approved the application's submission:

Completed applications and all appropriate certification form(s) signed by named insured and agency producer with all documents supporting the CAR Rules of Operation 14.B.1.a. through 14B.1.y. as well as the terms of the agreement.

### **Right to Request Review of Termination**

A-One has the right to request that this termination be reviewed by CAR, pursuant to Rule 14F. and Rule 20. A copy of this Rule and a copy of CAR's Request for Review/Relief form is attached.

**Sincerely,**



**Sarah Clemens  
EVP Chief Technical Officer  
Mapfre Insurance**

**Mapfre Insurance**

11 Gore Road, Webster, MA 01570 | 508.943.9000 | mapfreinsurance.com

CC:

Commissioner Michael T. Caljouw, Massachusetts Division of Insurance

Ms. Wendy Browne, VP of Business Operations, Commonwealth Automobile Reinsurers

Ms. Dargon Gallagher, Director of Commercial Lines Underwriting

Mr. Charles Newman, SVP of Commercial Lines

Mr. Dana Whitely, Senior VP, Northeast Business Development

Mr. Mike Abate, VP MA Business Development

Mr. Chris Cottingham, Director, Territory Sales

**Commercial Automobile  
Limited Servicing  
Carrier Agreement**



THE COMMERCE INSURANCE COMPANY (hereinafter called "Servicing Carrier") and A - ONE INSURANCE AGENCY, INC. HEREINAFTER CALLED "PRODUCER" mutually agree as follows:

I. AUTHORITY AND RESPONSIBILITY OF PRODUCER

Producer is an independent contractor, and not the employee of Servicing Carrier, and shall have exclusive and independent responsibility for the conduct of the business. Producer is a broker for commercial motor vehicle insurance written under this Limited Servicing Carrier Agreement. Subject to requirements imposed by law or regulation and the terms of this Agreement, Producer is authorized to:

- a. Solicit, bind, execute, and deliver commercial motor vehicle insurance policies on behalf of Servicing Carrier. This authority is limited to those kinds of motor vehicle insurance for which Servicing Carrier and Producer are licensed, which appear on the Schedule of Binding Authority attached to this Agreement, and for which a commission is specified in the Schedule of Commission Rates attached to this Agreement. Authority is also limited to those kinds of motor vehicle insurance for which Producer has been appointed by Commonwealth Automobile Reinsurers (hereinafter called "CAR") to represent Servicing Carrier and is subject to the underwriting rules, manuals, guidelines, bulletins, and instructions of Servicing Carrier, the CAR Rules of Operation, CAR Plan of Operation, CAR Manual of Administrative Procedures, and CAR bulletins and instructions. Servicing Carrier underwriting rules, manuals, guidelines, bulletins, or instructions may be changed at any time at the sole discretion of Servicing Carrier.
- b. Producer shall submit to Servicing Carrier within two (2) business days of the effective date of coverage a complete report of each application, binder, policy, endorsement, or certificate executed.
- c. Subject to legal requirements and policy provisions, Servicing Carrier shall give written notice of cancellation or nonrenewal to the policyholder at Producer's request. Nothing in this Agreement shall interfere with Servicing Carrier's right, as permitted by law and any applicable provisions contained in the policy, to cancel or nonrenew any policy at any time, but in such event, Producer shall be given notice of Servicing Carrier's action.

d. Producer shall maintain a complete and accurate record of all transactions with Servicing Carrier. All records of Producer in Producer's possession or control, or in the possession or control of any other person, relating to the business covered by this Agreement, shall be subject to immediate inspection at any reasonable time by a Servicing Carrier representative.

e. In the preparation of statistical data pertaining to Producer's underwriting results, Servicing Carrier will include credit for subrogation and salvage recoveries.

f. All policies, powers of attorney, Servicing Carrier certification stamps, forms, unused applications, and other Servicing Carrier supplies furnished to Producer by Servicing Carrier shall always remain the property of Servicing Carrier, shall not be duplicated by Producer, and shall be returned to Servicing Carrier or its representatives immediately upon demand.

g. Producer shall act as a fiduciary for Servicing Carrier with respect to all premiums and other payments collected or received by Producer relating to the business covered by this Agreement, shall hold the same in trust for Servicing Carrier, and shall pay such premiums to Servicing Carrier as provided in this Agreement. In the event that Producer fails to pay such premiums to Servicing Carrier as provided in this Agreement, in addition to all other rights and remedies available to Servicing Carrier, Servicing Carrier reserves the right to rescind and revoke Producer's authority to collect or receive premiums relating to the business covered by this Agreement.

h. Producer shall exercise due care and diligence in submitting information to Servicing Carrier, and warrants that, to the best of his or her knowledge, the information shall be accurate and complete.

i. Producer shall immediately report to Servicing Carrier all claims and losses reported to Producer and turn over to Servicing Carrier all legal process received by Producer involving coverage placed with Servicing Carrier.

j. Producer has no authority to admit liability on the part of Servicing Carrier in any manner.

## II. COMMISSIONS

a. As full compensation for services, Producer shall be entitled to commissions on premiums earned and paid to Servicing Carrier at the commission rates indicated in the Schedule of Commission Rates issued by Servicing Carrier.

b. During the term of this Agreement or after its termination Producer shall promptly refund or return all unearned commissions to Servicing Carrier at the rate at which they were allowed to Producer.

c. Servicing Carrier may change any rate of commission set forth in the Schedule of Commission Rates upon not less than one hundred eighty (180) days advance written notice to Producer. Servicing Carrier may change any rate of commission and the one hundred eighty (180) day notice provision is waived if there is a change in the commission rates payable for Massachusetts commercial automobile policies ceded to CAR, in which event Servicing Carrier shall establish commission rates as soon as practicable after CAR changes the commission rates.

d. Nothing in this Agreement shall be construed to prohibit negotiated commission rates on individual risks or policies.

### III. PREMIUM ACCOUNTING - SERVICING CARRIER BILLED BUSINESS

In addition to the other applicable provisions of this Agreement, the following applies with respect to all policies placed, by mutual agreement between Producer and Servicing Carrier, in Servicing Carrier's direct billed programs, as amended from time to time by Servicing Carrier at its sole discretion:

a. Unless otherwise specified by Servicing Carrier in writing, any application or policy submitted to Servicing Carrier must be accompanied by the required deposit premium in full without any deduction for commission.

b. Net commissions on Servicing Carrier billed policies are payable by Servicing Carrier to Producer within thirty (30) days after the end of the month in which the policy or premium transaction is received and recorded on Servicing Carrier's books.

c. Producer shall be identified on all policies, premium notices, renewal certificates or questionnaires and cancellation notices.

d. Premiums paid to Producer on Servicing Carrier billed policies shall be remitted to Servicing Carrier within two (2) business days of receipt without any deduction for commission.

### IV. PREMIUM ACCOUNTING - AGENCY BILLED BUSINESS

a. Producer is responsible for collecting and remitting to Servicing Carrier all premiums, whether new, renewal, installment, or other, on business placed with Servicing Carrier other than Servicing Carrier Billed Business, except:

(1) Servicing Carrier will undertake direct collection and Producer shall not be responsible for the collection of additional premiums developed by audit, provided that: (1) Producer notifies Servicing Carrier in writing within sixty (60) days of receipt

of the audit invoice that the audit premium cannot be collected, (2) a deposit premium based on the prior policy or prior fiscal year payroll has been paid to Servicing Carrier, (3) an invoice has been presented to the insured for payment, and (4) an additional written demand for payment has been made within the sixty (60) day period. Producer shall not be entitled to any commission on additional premium collected by Servicing Carrier.

b. A monthly statement of written premiums shall be rendered by Servicing Carrier or by Producer according to mutual agreement, and shall be submitted to the other not later than ten (10) days following the last day of the month for which the statement is prepared.

c. The monies due under monthly statements shall be paid not later than fifty (50) days following the last day of the month for which the statement is prepared.

d. Omission of any item from a monthly statement shall not relieve either party of the responsibility to account for and pay all amounts due, nor shall it prejudice the right of either party to collect any such amounts due.

e. If Producer fails to collect any premiums in accordance with the terms of this Agreement, Servicing Carrier shall have the right to collect such premiums in any manner Servicing Carrier deems appropriate, and Producer shall not be relieved of liability to pay Servicing Carrier all other premiums. No commission shall be paid to Producer on any such premiums so collected.

#### V. AMENDMENT OF THE AGREEMENT

This Agreement may be amended at any time by mutual written agreement of Producer and Servicing Carrier in accordance with the terms and conditions to which they have agreed. Servicing Carrier may amend this Agreement upon not less than one hundred eighty (180) days notice to Producer, unless otherwise provided for herein.

#### VI. TERMINATION

Subject to requirements imposed by law, this Agreement shall terminate:

a. Immediately without notice to Producer if any public authority cancels, revokes, suspends, or declines to renew Producer's license.

b. Immediately upon written notice to Producer in the event of abandonment, fraud, or gross or willful misconduct on the part of Producer.

c. Immediately without notice to Producer upon the effective date of the sale, merger, consolidation, or

transfer of all or greater than 50% ownership of Producer's insurance agency or its interest in the expirations of business placed with Servicing Carrier, unless CAR has assigned the successor business entity to Servicing Carrier.

d. By mutual written agreement of Producer and Servicing Carrier in accordance with the terms and conditions to which they have agreed.

e. By Servicing Carrier, upon written notice to Producer, for any reason permitted by or stated in CAR Rules of Operation, in accordance with the terms of such Rules of Operation.

In the event of termination of this Agreement, Producer's authority to solicit, accept, issue, or bind policies or to increase Servicing Carrier's liability, exposure, or risk shall cease as of the effective date of the termination. In such event, policies in force may continue in force to expiration. However, Servicing Carrier reserves the right to terminate any policy at any time for underwriting reasons, or for non-payment of premiums, subject to compliance with legal requirements and policy provisions. Producer shall retain the authority to service the business and effect routine changes in policies which do not extend expiration dates, or increase Servicing Carrier's liability, exposure or risk. Producer may issue such other endorsements as authorized by Servicing Carrier in writing.

#### VII. SUSPENSION

In addition to the termination rights set forth in Section VI, if Producer fails to promptly account for or pay any monies due to Servicing Carrier, materially breaches this Agreement, or breaches its fiduciary duty to Servicing Carrier, Servicing Carrier reserves the right, in addition to all other rights and remedies permitted under this Agreement or by law or regulation, and upon written notice to Designated Agency, to suspend Producer's authority to bind or write any new or renewal business, to change any policy, or to endorse any policy to increase Servicing Carrier liability, exposure, or risk during the period of such suspension.

The extent and duration of such suspension shall be at Servicing Carrier's sole discretion. Producer will not be suspended solely because of routine differences in the accounting records of Producer and Servicing Carrier that are minor in amount, unless such differences involve the withholding or conversion of premiums collected by Producer.

#### VIII. OWNERSHIP OF EXPIRATIONS

a. Producer's records and control of expirations, including Servicing Carrier billed business, shall be the property of Producer and left in its undisputed possession, provided Producer has paid and continues to pay on a timely basis all monies due to Servicing Carrier.

b. Should Producer fail to promptly account for or pay monies due to Servicing Carrier, the records, use, and control of all expirations on business placed with Servicing Carrier shall immediately vest in and become the property of Servicing Carrier with right of sale. Servicing Carrier may, at its sole discretion, sell at private or public sale such records and expirations, and if Servicing Carrier does not realize sufficient monies to discharge Producer's indebtedness to Servicing Carrier, including accumulated interest, Producer shall remain liable for the balance of the amount owed, and such excess shall be payable by Producer upon demand by Servicing Carrier. Any amount realized by Servicing Carrier in excess of Producer's indebtedness, after deduction of the expenses of selling the records and expirations, shall be returned to Producer, without interest.

IX. INDEMNIFICATION

a. Servicing Carrier shall indemnify and hold harmless Producer from and against any claims or liabilities, including reasonable attorneys' fees and costs, caused by or resulting from any of the following, except to the extent that Producer, by Producer's own acts or omissions, has caused such error or failure:

1. Error or omission of Servicing Carrier in the processing or handling of policies;
2. Failure of Servicing Carrier to comply with the requirements of the Fair Credit Reporting Act or federal or state privacy laws.

Producer shall promptly notify Servicing Carrier when it receives notice of a claim or commencement of any action relating to such claim or alleged liability, and Servicing Carrier shall be entitled to, at its option, participate in such action, or to assume and exclusively direct the defense of such action. If Servicing Carrier assumes the defense of any such action, it shall not be liable to Producer for any legal or other expenses subsequently incurred by Producer in connection with such action.

b. Producer shall indemnify and hold harmless Servicing Carrier from and against any claims or liabilities, including reasonable attorneys' fees and costs, caused by or resulting from any of the following, except to the extent that Servicing Carrier, by its own acts or omissions, has caused such error or failure:

1. Error or omission of Producer in the processing or handling of policies;
2. Failure of Producer to comply with the requirements of the Fair Credit Reporting Act or federal or state privacy laws;

3. Any other action or inaction of Producer, including without limitation, improper use of forms supplied by Servicing Carrier or failure to follow written instructions or procedures issued by Servicing Carrier.

X. WAIVER

Neither party shall be deemed to have waived any right hereunder unless such waiver is in writing. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

XI. AUTOMATIC COMPLIANCE

To the extent that any provision of this Agreement is or may become in conflict with any applicable law or regulation or is held to be illegal, invalid, or unenforceable, such provision of this Agreement shall be deemed to be amended to conform to the requirements of such law or regulation, but only to the minimum extent required by such law or regulation.

XII. ERRORS AND OMISSIONS POLICY

During the term of this Agreement, Agent should maintain an Agent's Errors and Omissions Liability Policy from an insurer with an A. M. Best Rating of A- or higher with minimum limits of coverage of one million dollars (\$1,000,000). Agent shall provide Company with a copy of such policy if Company so requests. The cost of such policy shall be at the sole expense of Agent.

XIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XIV. ASSIGNMENT OR TRANSFER

Unless first agreed to in writing by Servicing Carrier, this Agreement may not be assigned or otherwise transferred by Producer, and no purported assignee of this Agreement shall be authorized to act on behalf of Servicing Carrier in any respect.

XV. ADVERTISING

Producer shall not broadcast, publish, or distribute any advertisements or other matter referring to Servicing Carrier without the prior written approval of Servicing Carrier. Producer shall not employ, reproduce, or display Servicing Carrier's trademark, service mark, logo, or other identifying symbols without the prior written approval of Servicing Carrier.

## XVI. RECORDS

In the event of a discrepancy between Producer's and Servicing Carrier's records relating to this Agreement, the records of Servicing Carrier shall control.

## XVII. SETOFF

At its option and sole discretion, Servicing Carrier shall be entitled to setoff against any obligation, indebtedness or amounts owed to Producer by Servicing Carrier under this Agreement or otherwise any and all obligations, indebtedness, or amounts owed to Servicing Carrier by Producer under this Agreement or otherwise.

## XVIII. AUTOMATED SYSTEMS

Servicing Carrier grants Producer a non-exclusive license without right to sub-license, such automated systems and software as Servicing Carrier, at its sole discretion, may from time to time make available to Producer. Producer's use of a Servicing Carrier automated system does not alter the responsibilities and authorities of Producer set forth within this Producer Agreement.

Should Servicing Carrier make available such automated systems and software, the following shall apply:

- a. Producer shall utilize the automated systems and software for the sole purpose of the performance of business under this Agreement only in compliance with applicable federal and state laws and only in accordance with Servicing Carrier's instructions.
- b. Servicing Carrier reserves the right to immediately terminate Producer's access to any automated system.
- c. The automated systems, software, and all documentation shall remain the exclusive property of Servicing Carrier, and may not be copied, altered, reproduced, or disseminated. Producer shall return to Servicing Carrier any and all automated systems, software, and documents upon demand or upon the termination of this Agreement.
- d. Producer shall retain all documents, maintained on paper or in an electronic format acceptable to Servicing Carrier, relating to transactions processed on the automated system for that period of time required by Servicing Carrier, applicable law, regulation, or direction of public authority.

e. In addition to other rights provided herein, Servicing Carrier has the right to immediately inspect and audit Producer's use of the automated systems, software, and the source documents related to the business processed through the system by Producer at any reasonable time.

f. Producer shall take reasonable measures to safeguard the automated systems and software against loss, damage, unauthorized use, misuse, or misappropriation.

g. The automated systems and software are considered confidential and proprietary. Producer shall not disclose any confidential or proprietary information to any third party without the prior written consent of Servicing Carrier.

h. Servicing Carrier does not offer or give any warranty, express or implied, by operation of law or otherwise, of the automated systems and software made available to Producer, and Servicing Carrier shall have no liability to Producer for any claims, injury, loss, or damage suffered by Producer in connection with or arising out of the furnishing, functioning, use or performance of any automated systems or software made available to Producer.

XIX. AGREEMENT EFFECTIVE

This Agreement supersedes all previous Agreements, whether written or oral, between Servicing Carrier and Producer and

- (1) Shall be effective October 2, 2017 ; and
- (2) Shall continue in full force and effect until amended, superseded or terminated.

IN WITNESS WHEREOF, Producer and Servicing Carrier have caused this Agreement to be executed this 10/13/2017.

THE COMMERCE INSURANCE COMPANY      AGENCY: A - ONE INSURANCE AGENCY, INC.

By: DocuSigned by: John V. Kelly  
8E7D6B109E5E4D8  
 John V. Kelly  
 Title: Senior Vice President  
 Business Development  
 Northeast Region

By: DocuSigned by: Enrique Arce  
076F25B1608A487...  
 Title: Owner

**The Commerce Insurance Company**  
**Schedule of Binding Authority**



This schedule shall constitute part of the Commercial Automobile Limited Servicing Carrier Agreement with The Commerce Insurance Company and **A - One Insurance Agency, Inc.** dated **10/02/2017.**

Producer may issue binders for the insurance and within the limits herein stated and countersign insurance policies furnished by Servicing Carrier and request or prepare endorsements, assignments and modifications of policies from time to time, subject to the underwriting rules, manuals, guidelines, bulletins, or instructions of Servicing Carrier, except that no binder or amendment to insurance shall assume liability or change the conditions respecting a loss which has occurred prior to the issuance of the binder or amendment. A complete report of each application, binder, policy, endorsement or certificate issued shall be submitted to Servicing Carrier within two (2) business days of the effective date of coverage. All binders and policies shall be in accordance with the manuals and written or printed instructions of Servicing Carrier now or hereafter furnished to Producer and in no event shall Producer have authority to issue binders on risks or coverages which such manuals or instructions designate as "unacceptable" or "refer to Servicing Carrier" or otherwise restrict binding authority. Producer shall promptly cancel or change the conditions of any insurance bound or issued hereunder, in conformity with any request of Servicing Carrier. Producer's authority is limited to Massachusetts policies.

**Commercial Lines Binding Authority**

Commercial Automobile

Liability

|                         |  |
|-------------------------|--|
| - Bodily Injury         | \$1,000,000 per person<br>\$1,000,000 per accident |
| - Medical Payments      | \$5,000  |
| - Uninsured Motorist    | \$500,000 per person<br>\$500,000 per accident     |
| - Underinsured Motorist | \$500,000 per person<br>\$500,000 per accident     |
| - Property Damage       | \$250,000  |
| Physical Damage         |  |
| - Limit                 | \$100,000 each vehicle                             |

**The Commerce Insurance Company  
Schedule of Commission Rates**



This schedule shall constitute part of the Commercial Automobile Limited Servicing Carrier Agreement with The Commerce Insurance Company and **A - One Insurance Agency, Inc.** dated **10/02/2017.**

**CLASSIFICATION**

**RATE OF COMMISSION**

|                            |                                       |
|----------------------------|---------------------------------------|
| COMMERCIAL AUTOMOBILE..... | Refer to Limited Servicing<br>Carrier |
|----------------------------|---------------------------------------|

**Attachment A**

Rule 14.B.1.b. Collect, process and remit premium due to a Servicing Carrier in accordance with the provisions of the Rules of Operation.

Rule 14.B.1.j. Forward all premium payments to a Servicing Carrier within two business days of receipt. However, a Servicing Carrier shall extend the payment period for an additional seven days upon sufficient notice that all or part of a premium is being financed by a licensed premium finance company where the premium finance company has given its written assurance to pay the full premium financed directly to the Servicing Carrier. This provision shall not obligate a Servicing Carrier to provide such additional time if notwithstanding any written assurances the premium finance company has previously failed to perform its commitment.

Rule 14.B.1.p. Conduct all monetary transactions with the insured and the Servicing Carrier as required by the Rules of Operation and the ERP Contract.

Rule 14.B.1.q. Notify the premium finance company and the insured that premium checks for all financed accounts are to be made payable to the Servicing Carrier.

\*\*\*\*Finance payments from finance companies are going directly to A-One's account via ACH payments but CAR Rule confirms that payments should be going directly to Servicing Carrier.

| Insured    | Policy # | Policy Effective Date | New Business or Endorsement | Violation  |
|------------|----------|-----------------------|-----------------------------|--|
| [REDACTED] | L36219   | 2/4/26                | New Business                | Policy was financed and funds were sent from finance company-[REDACTED] via ACH payment directly to Agent's account on 2/12/25 but payment was not received at Mapfre until 3/11/26. See attachments E & F   |
| [REDACTED] | L35091   | 1/19/26               | New Business                | Policy was financed and funds were sent from finance company-[REDACTED] via ACH payment directly to Agent's account on 1/21/26 but no payment was ever received at Mapfre to date. Policy cancelled for Non-Payment effective 3/19/26. See attachments E & F |

|  |                     |                |               |                   |
|--|---------------------|----------------|---------------|-------------------|
| <p>Policy was financed and funds were sent from finance company- [REDACTED] via ACH payment directly to Agent's account on 2/16/26 but payment has not been received at Mapfre to date. See attachments E &amp; F</p>  | <p>New Business</p> | <p>2/26/26</p> | <p>L36465</p> | <p>[REDACTED]</p> |
| <p>Policy was financed and funds were sent from finance company- [REDACTED] via ACH payment directly to Agent's account on 2/16/26 but payment was not received from agent until 3/3/26. See attachments E &amp; F</p>   | <p>New Business</p> | <p>2/3/26</p>  | <p>L34781</p> | <p>[REDACTED]</p> |
| <p>Policy was financed and funds were sent from finance company- [REDACTED] via ACH payment directly to Agent's account on 1/21/26 but no payment has ever been received at Mapfre to date. Policy is pending cancellation for Non-Payment effective 4/6/26. See attachments E &amp; F</p> | <p>New Business</p> | <p>1/7/26</p>  | <p>L35464</p> | <p>[REDACTED]</p> |

**Attachment B**

Rule of Operation 14.B.1.f, report all coverage bound and all registrations certified to the Servicing Carrier within 2 business days after binding or certifying registrations.

Rule of Operation 14.B.1.m properly order endorsements.

| Insured    | Policy # | Effective Date | New Business or Endorsement | Violation  |
|------------|----------|----------------|-----------------------------|--|
| [REDACTED] | L30431   | 6/1/25         | Endorsement                 | RTA stamped to add additional vehicle eff 12/5/25 but request to add vehicle was not submitted to company until 3/5/26. See attachment [REDACTED]  |
| [REDACTED] | L17798   | 2/22/25        | Endorsement                 | RTA stamped to add additional repair plate eff 10/16/25 but agent never sent in request to add same to policy. See attachment [REDACTED]   |
| [REDACTED] | L23672   | 11/30/24       | Endorsement                 | RTA's were stamped effective 11/20/25 to add 2 vehicle's but request wasn't submitted to company until 11/30/25 with incorrect transaction effective date of 11/30/25. End should have requested to add vehicles 11/20/25 per RTA stamp dates. See attachment [REDACTED] |

**Attachment C**

Rule 14.B.1.d Submit for all applicants a new business application for insurance with appropriate certification form(s), completed in their entirety, and a signed premium finance application/agreement, if applicable within two business days.

| Insured    | Policy # | Effective Date | New Business or Endorsement | Violation   |
|------------|----------|----------------|-----------------------------|---|
| [REDACTED] | L35091   | 1/19/26        | New Business                | Agent financed policy but failed to submit copy of signed Finance Company Agreement to Mapfre once policy was bound. Mapfre obtained copy of finance agreement directly from Finance Co-First Ins Funding 2 months after policy was bound. <b>See attachment for [REDACTED]</b> |
| [REDACTED] | L36465   | 2/26/26        | New Business                | Agent financed policy but failed to submit copy of signed Finance Company Agreement to Mapfre once policy was bound. Mapfre obtained copy of finance agreement directly from Finance Co-ETI approx. 1 month after policy was bound. <b>See attachment for [REDACTED]</b>        |

|            |        |        |              |  |
|------------|--------|--------|--------------|--|
| [REDACTED] | L36219 | 2/4/26 | New Business | Agent failed to submit required CAR Operator Exclusion form for Excluded Driver #2 and accurate vehicle lease agreement. See attachment for [REDACTED] |
|------------|--------|--------|--------------|--|

**Attachment D**

Rule of Operation 14.B.1.e. Provide a reasonable and good faith effort to verify the information provided by the applicant, including rating and licensing data.

Rule of Operation 14.B.1.g. Verify that the applicant has not been in default in the payment of any Motor Vehicle Insurance premiums in the past 24 months.

| Insured    | Policy # | Effective Date | New Business or Endorsement | Violation  |
|------------|----------|----------------|-----------------------------|--|
| [REDACTED] | L34068   | 11/14/25       | New Business                | Agency submitted new business quote but failed to validate, collect & remit outstanding balances owed within last 24 months to prior carrier. Also, the prior monies owed question on the insured's quote application was checked off "NO" however, MA registry did confirm that insured owed prior earned premium amounts with last 24 months which agent failed to accurately answer & validate. See attachment for [REDACTED] |

**ATTACHMENT E - (Copies of all Finance Agreements for polices per attachment A)**

Docusign Envelope ID: B095980E-50BF-439F-8931-454729D46B28

LENDER:

**PREMIUM FINANCE AGREEMENT**

Personal  Commercial  Additional Premium

Quote #: 92778695

|  |                  |  |
|--|------------------|--|
| <b>INSURED/BORROWER</b><br>(Name and Address as shown on Policy) | Customer ID: N/A | <b>AGENT or BROKER</b><br>(Name and Business Address)<br>A-ONE INSURANCE AGENCY INC.<br>1324 Belmont Street, Suite 203<br>Brockton, MA 02301 |
|--|------------------|--|

**LOAN DISCLOSURE**

| Total Premiums, Taxes, and Fees | Down Payment | Unpaid Balance | Documentary Stamp Tax (only applicable in Florida) | Amount Financed (amount of credit provided on your behalf) | FINANCE CHARGE (dollar amount the credit will cost you) | Total of Payments (amount paid after making all scheduled payments) | ANNUAL PERCENTAGE RATE (cost of credit as a yearly rate) |
|---------------------------------|--------------|----------------|--|--|---|---|--|
|                                 |              |                |  |  |   |   |  |

**YOUR PAYMENT SCHEDULE WILL BE:** Mail Payments to: FIRST Insurance Funding, PO Box 7000, Carol Stream, IL 60197-7000

|                    |                        |                       |               |
|--------------------|------------------------|-----------------------|---------------|
| Number of Payments | Amount of Each Payment | First Installment Due | 3/4/2026      |
|                    |                        | Installment Due Dates | 4th (Monthly) |

Certain information contained in the Loan Disclosure section may change in accordance with Section 19 of this Agreement.

**INSURED'S AGREEMENT:**

- 1. SECURITY INTEREST.** INSURED/BORROWER ("Insured") grants and assigns FIRST Insurance Funding, A Division of Lake Forest Bank & Trust Company, N.A. ("LENDER") a first priority lien on and security interest in the financed policies and any additional premium required under the financed policies listed in the Schedule of Policies, including (a) all returned or unearned premiums, (b) all additional cash contributions or collateral amounts assessed by the insurance companies in relation to the financed policies and financed by LENDER hereunder, (c) any credits generated by the financed policies, (d) dividend payments, and (e) loss payments which reduce unearned premiums (collectively, the "Financed Policies"). If any circumstances exist in which premiums related to any Financed Policy could become fully earned in the event of loss, LENDER shall be named a loss-payee with respect to such policy.
- 2. FINANCE CHARGE.** The finance charge begins accruing on the earliest effective date of the Financed Policies. The finance charge is computed using a 365-day calendar year.
- 3. LATE PAYMENT.** For commercial loans, a late charge will be assessed on any installment at least 5 days in default, and the late charge will equal 5% of the delinquent installment or the maximum late charge permitted by law, whichever is less. For personal loans, a late charge will be assessed on any installment 10 days in default, and the late charge will be the lesser of \$10 or 5% of the delinquent installment.
- 4. PREPAYMENT.** If Insured prepays the loan in full, Insured is entitled to a refund of the unearned finance charge computed according to the Rule of 78s.

**SCHEDULE OF POLICIES**

| Policy Number | Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid | Coverage | Policy Term | Effective Date | Premiums, Taxes and Fees   |
|---------------|---|----------|-------------|----------------|--|
| L36219        | CO)53)MAFFRE INSURANCE CO.<br>[CX:0] [90%PR]  | AUTO     | 12          | 2/4/2026       | ERN TXS/FEES<br>FIN TXS/FEES<br><br>Earned Broker Fee<br><br>TOTAL |

Q# 92778695, PRN: 021126, CFG: 259-20-9, RT: A13879-MM, DD: N/A, BM: ACH, Qtd For: A13879 Original, Memo 0

- 5. PROMISE TO PAY.** In consideration of the premium payment by LENDER to the insurance companies listed in the Schedule of Policies (or their authorized representative) or the Agent or Broker listed above, Insured unconditionally promises to pay LENDER, the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, subject to all the provisions of this Agreement.
  - 6. POWER OF ATTORNEY.** INSURED IRREVOCABLY APPOINTS LENDER AS ITS "ATTORNEY-IN-FACT" with full power of substitution and full authority, in the event of default under this Agreement, to (a) cancel the Financed Policies in accordance with the provisions contained herein, (b) receive all sums assigned to LENDER, and (c) execute and deliver on behalf of Insured all documents relating to the Financed Policies in furtherance of this Agreement. This right to cancel will terminate only after all of Insured's indebtedness under this Agreement is paid in full. Insured is responsible for repayment of the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, irrespective of whether LENDER exercises this right to cancel the Financed Policies.
  - 7. SIGNATURE & ACKNOWLEDGEMENT.** Insured has received, reviewed, and signed a copy of this Agreement. By signing below, you certify that you have the requisite authority to (a) enter into this Agreement on behalf of Insured (if applicable, including as agent, trustee, executor, or otherwise in a representative capacity) and any other insureds named on the Financed Policies, and (b) jointly and severally agree on behalf of all insureds named on the Financed Policies to all provisions set forth in this Agreement. Insured acknowledges and understands that entry into this financing arrangement is not required as a condition for obtaining insurance coverage.
- NOTICE TO INSURED:** (1) Do not sign this Agreement before you read both pages of it, or if it contains any blank space. (2) You are entitled to a completely filled-in copy of this Agreement. (3) You have the right to prepay the loan in full and receive a refund of any unearned finance charge. (4) Keep a copy of this Agreement to protect your legal rights. (5) See last page of Agreement for your consent to electronic statement and notice delivery.

2/11/2026


2/11/2026

Signature of Insured or Authorized Agent      Date      Signature of Agent      Date

FIF1122NBP


Docusign Envelope ID: 66076318-8634-4C51-852E-D40C69EC2E50

LENDER:

**PREMIUM FINANCE AGREEMENT**

Personal  Commercial  Additional Premium

Quote #: 91574186

|   |                  |  |
|---|------------------|--|
| <b>INSURED/BORROWER</b><br>(Name and Address as shown on Policy)<br> | Customer ID: N/A | <b>AGENT or BROKER</b><br>(Name and Business Address)<br>A-ONE INSURANCE AGENCY INC.<br>1324 Belmont Street, Suite 203<br>Brockton, MA 02301 |
|---|------------------|--|

**LOAN DISCLOSURE**

| Total Premiums, Taxes, and Fees  | Down Payment | Unpaid Balance | Documentary Stamp Tax (only applicable in Florida) | Amount Financed (amount of credit provided on your behalf) | FINANCE CHARGE (dollar amount the credit will cost you) | Total of Payments (amount paid after making all scheduled payments) | ANNUAL PERCENTAGE RATE (cost of credit as a yearly rate) |
|--|--------------|----------------|--|--|---|---|--|
| <b>YOUR PAYMENT SCHEDULE WILL BE:</b> <i>Mail Payments to: FIRST Insurance Funding, PO Box 7000, Carol Stream, IL 60197-7000</i> |              |                |  |  |   |   |  |


|                       |                |                       |           |
|-----------------------|----------------|-----------------------|-----------|
| Number of Payments    | 12             | First Installment Due | 2/19/2026 |
| Installment Due Dates | 19th (Monthly) |                       |           |

Certain information contained in the Loan Disclosure section may change in accordance with Section 19 of this Agreement.

**INSURED'S AGREEMENT:**

- SECURITY INTEREST.** INSURED/BORROWER ("Insured") grants and assigns FIRST Insurance Funding, A Division of Lake Forest Bank & Trust Company, N.A. ("LENDER") a first priority lien on and security interest in the financed policies and any additional premium required under the financed policies listed in the Schedule of Policies, including (a) all returned or unearned premiums, (b) all additional cash contributions or collateral amounts assessed by the insurance companies in relation to the financed policies and financed by LENDER hereunder, (c) any credits generated by the financed policies, (d) dividend payments, and (e) loss payments which reduce unearned premiums (collectively, the "Financed Policies"). If any circumstances exist in which premiums related to any Financed Policy could become fully earned in the event of loss, LENDER shall be named a loss-payee with respect to such policy.
- FINANCE CHARGE.** The finance charge begins accruing on the earliest effective date of the Financed Policies. The finance charge is computed using a 365-day calendar year.
- LATE PAYMENT.** For commercial loans, a late charge will be assessed on any installment at least 5 days in default, and the late charge will equal 5% of the delinquent installment or the maximum late charge permitted by law, whichever is less. For personal loans, a late charge will be assessed on any installment 10 days in default, and the late charge will be the lesser of \$10 or 5% of the delinquent installment.
- PREPAYMENT.** If Insured prepays the loan in full, Insured is entitled to a refund of the unearned finance charge computed according to the Rule of 78s.

**SCHEDULE OF POLICIES**

| Policy Number | Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid | Coverage | Policy Term | Effective Date               | Premiums, Taxes and Fees  |
|---------------|---|----------|-------------|------------------------------|---|
| L35091        | C01535-COMMERCE INSURANCE COMPANY<br>[CX-0] [99%PR]   | AUTO     | 12          | 1/19/2026                    |  |
|               |   |          |             | ERN TXS/FEES<br>FIN TXS/FEES |   |
|               |   |          |             | Earned Broker Fee            |   |
|               |   |          |             | TOTAL                        |   |

Q# 91574186, PRN: 612026, CFG: 25/9-20/9, RT: A13879-IMM, DD: N/A, BM: ACH, Qtd For: A13879 Original, Memo 0

- PROMISE TO PAY.** In consideration of the premium payment by LENDER to the insurance companies listed in the Schedule of Policies (or their authorized representative) or the Agent or Broker listed above, Insured unconditionally promises to pay LENDER, the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, subject to all the provisions of this Agreement.
  - POWER OF ATTORNEY.** INSURED IRREVOCABLY APPOINTS LENDER AS ITS "ATTORNEY-IN-FACT" with full power of substitution and full authority, in the event of default under this Agreement, to (a) cancel the Financed Policies in accordance with the provisions contained herein, (b) receive all sums assigned to LENDER, and (c) execute and deliver on behalf of Insured all documents relating to the Financed Policies in furtherance of this Agreement. This right to cancel will terminate only after all of Insured's indebtedness under this Agreement is paid in full. Insured is responsible for repayment of the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, irrespective of whether LENDER exercises this right to cancel the Financed Policies.
  - SIGNATURE & ACKNOWLEDGEMENT.** Insured has received, reviewed, and signed a copy of this Agreement. By signing below, you certify that you have the requisite authority to (a) enter into this Agreement on behalf of Insured (if applicable, including as agent, trustee, executor, or otherwise in a representative capacity) and any other insureds named on the Financed Policies, and (b) jointly and severally agree on behalf of all insureds named on the Financed Policies to all provisions set forth in this Agreement. Insured acknowledges and understands that entry into this financing arrangement is not required as a condition for obtaining insurance coverage.
- NOTICE TO INSURED:** (1) Do not sign this Agreement before you read both pages of it, or if it contains any blank space. (2) You are entitled to a completely filled-in copy of this Agreement. (3) You have the right to prepay the loan in full and receive a refund of any unearned finance charge. (4) Keep a copy of this Agreement to protect your legal rights. (5) See last page of Agreement for your consent to electronic statement and notice delivery.

 1/20/2026  
 Signature of Insured or Authorized Agent Date

 1/20/2026  
 Signature of Agent Date

00000000

DocuSign Envelope ID: 61498305-836B-4D5F-957A-EC85792CBA99

**PREMIUM FINANCE AGREEMENT**

Assigned To:

[Redacted Name]

Date: 02-12-2026

|  |                              |   |  |
|--|------------------------------|---|--|
| INSURED'S NAME & ADDRESS<br>[Redacted] | E-mail Address<br>[Redacted] | PRODUCER & LENDER, NAME & ADDRESS<br>A-ONE INSURANCE AGENCY, INC<br>1324 Belmont Street<br>Brockton, MA, 02301-0000 | ETI ACCT. NO.<br>13923263<br>PRODUCER #<br>10927<br>ETI USE ONLY |
|--|------------------------------|---|--|

**Assignment:** For value received, lender hereby sells and assigns this Premium Finance Agreement, and all rights and documents related thereto, to Assignee E.T.I. Financial Corporation ("E.T.I.") as provided in a Purchase and Sale Agreement between Lender and E.T.I. E.T.I. will service this agreement and Insured shall make payments at the address specified by E.T.I. The term Lender shall include E.T.I. subsequent to the assignment.

**SCHEDULE OF POLICIES**

| FC USE ONLY | EFFECTIVE DATE | EXPIRATION DATE | NAME AND ADDRESS OF INSURING COMPANY AND MANAGING GENERAL AGENT | TYPE OF COVERAGE                           | POLICY NO. | PREMIUM    |
|-------------|----------------|-----------------|---|--|------------|------------|
|             | 02-12-2026     | 02-12-2027      | COMMERCE INSURANCE COMPANY                                      | COMM. AUTO<br>Earned Fees<br>Unearned Fees |            | [Redacted] |

(Continued on - Schedule of Additional Policies) Broker/Agnt Fee \$100.00

**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**

| CASH PRICE (TOTAL PREMIUM(S))   | (-) DOWN PAYMENT  | (-) AMOUNT FINANCED<br>amount of credit proceeds to you or on your behalf | (-) FINANCE CHARGE*<br>the dollar amount the credit will cost you | (-) TOTAL OF PAYMENTS*<br>amount you will have paid after you have made the scheduled payments   | *ANNUAL PERCENTAGE RATE*<br>the cost of your credit as a yearly rate |                        |                    |                           |            |   |            |
|---|---|---|---|--|--|------------------------|--------------------|---------------------------|------------|---|------------|
| [Redacted]  | [Redacted]  | [Redacted]  | [Redacted]  | [Redacted]   | [Redacted]   |                        |                    |                           |            |   |            |
| <b>TOTAL SALES PRICE</b><br>the total cost of your credit including your down payment (cash price + finance charge) | <b>Security:</b> You are giving a security interest in all and all unearned return premiums and dividends which may become payable under the policies listed above.<br><b>Late Charge:</b> If a payment is more than 10 days late, you will be charged 5% of the payment amount, with a maximum of \$5.00 if the account is for personal, family or household purposes.<br><b>Prepayment:</b> If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge. See the provisions on page 2 for additional information about nonpayment, default and required repayment in full before the scheduled date, and prepayment, refunds and penalties. |   |   | <b>YOUR PAYMENT SCHEDULE WILL BE:</b> <table border="1"> <tr> <th>Amount of each Payment</th> <th>Number of Payments</th> <th>When first Payment is Due</th> </tr> <tr> <td>[Redacted]</td> <td>9</td> <td>03-12-2026</td> </tr> </table> Each of the monthly payments is due on the same day of each succeeding month until paid in full. |  | Amount of each Payment | Number of Payments | When first Payment is Due | [Redacted] | 9 | 03-12-2026 |
| Amount of each Payment  | Number of Payments  | When first Payment is Due   |   |  |  |                        |                    |                           |            |   |            |
| [Redacted]  | 9   | 03-12-2026  |   |  |  |                        |                    |                           |            |   |            |

**FOR PREMIUM FINANCE CONDITIONS SEE REVERSE SIDE**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age; because all or part of the applicant's income derives from any public assistance program. The Federal agency which administers compliance with this law concerning this Premium Finance Company is the Federal Trade Commission, 730 Peachtree Street, N.E., Room 800, Atlanta, Georgia 30308.

FINANCE CHARGE INCLUDES AN ADMINISTRATIVE FEE OF \$16.00.

**NOTICE TO INSURED:** 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. INSURED ACKNOWLEDGES THAT HE HAS RECEIVED A COMPLETED COPY OF THIS AGREEMENT AND AGREES TO THE TERMS AND CONDITIONS ON BOTH PAGES 1 AND 2 OF THIS AGREEMENT.

MUST BE SIGNED Signature of Insured \_\_\_\_\_ Date 02-12-2026

**PRODUCER CERTIFICATION:** Lender Assignment to E.T.I. The undersigned hereby certifies that the down payment as shown on the contract has been paid by or on behalf of the Insured, that all policies listed are or will be in force on the stated effective dates, and further, that the above agreement is a bona fide and binding contract, the Insured is of legal age and has capacity to contract, the signatures are genuine, a copy of this agreement has been delivered to the Insured and that the undersigned is responsible to the Lender for unearned commissions in the event of cancellation provided the undersigned is not obligated to pay the same to the scheduled insurance company. Any return premiums, endorsements or other credits received by the Producer on behalf of the Lender shall be remitted upon receipt.

MUST BE SIGNED Signature of Producer \_\_\_\_\_ Date 02-12-2026

ETI PFA (Rev. 06/16)

ETLMA

Docusign Envelope ID: F8C17AFC-956F-420D-A3F0-1D55E1792464

**PREMIUM FINANCE AGREEMENT**

Assigned To:

Date: 02-12-2026

|                                       |                              |  |  |
|---------------------------------------|------------------------------|--|--|
| INSUREDS NAME & ADDRESS<br>[REDACTED] | E-mail Address<br>[REDACTED] | PRODUCER & LENDER NAME & ADDRESS<br>A-ONE INSURANCE AGENCY, INC<br>1324 Belmont Street<br>Brockton, MA, 02301-0000 | ETI ACCT. NO.<br>13924790<br>PRODUCER #<br>10927<br>ETI USE ONLY |
|---------------------------------------|------------------------------|--|--|

**Assignment:** For value received, Lender hereby sells and assigns this Premium Finance Agreement, and all rights and documents related thereto, to Assignee E.T.I. Financial Corporation ("E.T.I.") as provided in a Purchase and Sale Agreement between Lender and E.T.I. E.T.I. will service this agreement and Insured shall make payments at the address specified by E.T.I. The term Lender shall include E.T.I. subsequent to the assignment.

**SCHEDULE OF POLICIES**

| FC USE ONLY | EFFECTIVE DATE | EXPIRATION DATE | NAME AND ADDRESS OF INSURING COMPANY AND MANAGING GENERAL AGENT | TYPE OF COVERAGE                           | POLICY NO. | PREMIUM    |
|-------------|----------------|-----------------|---|--|------------|------------|
|             | 02-12-2026     | 02-12-2027      | COMMERCE INSURANCE COMPANY                                      | COMM. AUTO<br>Earned Fees<br>Unearned Fees |            | [REDACTED] |

(Continued on - Schedule of Additional Policies) Broker/Agnt Fee \$150.00

**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**

| CASH PRICE (TOTAL PREMIUM(S)) | DOWN PAYMENT | (-) AMOUNT FINANCED<br>amount of credit provide to you or on your behalf | (+) FINANCE CHARGE*<br>the dollar amount the credit will cost you | "(=) TOTAL OF PAYMENTS"<br>amount you will have paid after you have made the scheduled payments | "ANNUAL PERCENTAGE RATE"<br>the cost of your credit as a yearly rate |
|-------------------------------|--------------|--|---|---|--|
| [REDACTED]                    | [REDACTED]   | [REDACTED]   | [REDACTED]  | [REDACTED]  | [REDACTED]   |

|  |  |                                |                    |                           |
|--|--|--------------------------------|--------------------|---------------------------|
| TOTAL SALES PRICE<br>the total cost of your credit including your down payment (cash price + finance charge) | Security: You are giving a security interest in any and all unearned return premiums and dividends which may become payable under the policies listed above.<br><br>Late Charge: If a payment is more than 10 days late, you will be charged 5% of the payment amount, with a maximum of \$5.00 if the account is for personal, family or household purposes.<br><br>Prepayment: If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge. See the provisions on page 2 for additional information about nonpayment, default and required repayment in full before the scheduled date, and prepayment, refunds and penalties. | YOUR PAYMENT SCHEDULE WILL BE: |                    |                           |
|  |  | Amount of each Payment         | Number of Payments | When first Payment is Due |
| [REDACTED]   |  | [REDACTED]                     | 9                  | 03-12-2026                |

Each of the monthly payments is due on the same day of each succeeding month until paid in full.

**FOR PREMIUM FINANCE CONDITIONS SEE REVERSE SIDE**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age; because all or part of the applicant's income derives from any public assistance program; The Federal agency which administers compliance with this law concerning this Premium Finance Company is the Federal Trade Commission, 730 Peachtree Street, N.E., Room 800, Atlanta, Georgia 30308.

**FINANCE CHARGE INCLUDES AN ADMINISTRATIVE FEE OF \$16.00.**

**NOTICE TO INSURED: 1, DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES, 2, YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, 3, UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. INSURED ACKNOWLEDGES THAT HE HAS RECEIVED A COMPLETED COPY OF THIS AGREEMENT AND AGREES TO THE TERMS AND CONDITIONS ON BOTH PAGES 1 AND 2 OF THIS AGREEMENT.**

MUST BE SIGNED Signature of Insured \_\_\_\_\_ Date 02-12-2026

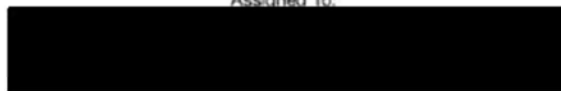
**PRODUCER CERTIFICATION:** Lender Assignment to E.T.I. The undersigned hereby certifies that the down payment as shown on the contract has been paid by or on behalf of the insured, that all policies listed are or will be in force on the stated effective dates, and further, that the above agreement is a bona-fide and binding contract, the insured is of legal age and has capacity to contract, the signatures are genuine, a copy of this agreement has been delivered to the insured and that the undersigned is responsible to the Lender for unearned commissions in the event of cancellation provided the undersigned is not obligated to pay the same to the scheduled insurance company. Any return premiums, endorsements or other credits received by the Producer on behalf of the Lender shall be remitted upon receipt.

MUST BE SIGNED Signature of Producer \_\_\_\_\_ Date 02-12-2026

Docusign Envelope ID: 54B287E9-8E93-43AF-BD86-9C9F39061D6F

**PREMIUM FINANCE AGREEMENT**

Assigned To:



Date: 01-07-2026

|  |                                     |  |   |
|--|-------------------------------------|--|---|
| <b>INSUREDS NAME &amp; ADDRESS</b><br>[Redacted] | <b>E-mail Address</b><br>[Redacted] | <b>PRODUCER &amp; LENDER, NAME &amp; ADDRESS</b><br>A-ONE INSURANCE AGENCY, INC<br>1324 Belmont Street<br>Brockton, MA, 02301-0000 | <b>ETI ACCT. NO.</b><br>13696240<br><b>PRODUCER #</b><br>10927<br><b>ETI USE ONLY</b> |
|--|-------------------------------------|--|---|

**Assignment:** For value received, Lender hereby sells and assigns this Premium Finance Agreement, and all rights and documents related thereto, to Assignee E.T.I. Financial Corporation ("E.T.I.") as provided in a Purchase and Sale Agreement between Lender and E.T.I. E.T.I. will service this agreement and Insured shall make payments at the address specified by E.T.I. The term Lender shall include E.T.I. subsequent to the assignment.

**SCHEDULE OF POLICIES**

| FC USE ONLY | EFFECTIVE DATE | EXPIRATION DATE | NAME AND ADDRESS OF INSURING COMPANY AND MANAGING GENERAL AGENT | TYPE OF COVERAGE                           | POLICY NO. | PREMIUM    |
|-------------|----------------|-----------------|---|--|------------|------------|
|             | 01-07-2026     | 01-07-2027      | COMMERCE INSURANCE COMPANY                                      | COMM. AUTO<br>Earned Fees<br>Unearned Fees |            | [Redacted] |

(Continued on - Schedule of Additional Policies) Broker/Agnt Fee \$100.00

**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**

|                                      |                         |   |   |  |   |
|--------------------------------------|-------------------------|---|---|--|---|
| <b>CASH PRICE (TOTAL PREMIUM(S))</b> | <b>(-) DOWN PAYMENT</b> | <b>(=) AMOUNT FINANCED</b><br>amount of credit provide to you or on your behalf | <b>(+) FINANCE CHARGE</b><br>the dollar amount the credit will cost you | <b>"(=) TOTAL OF PAYMENTS"</b><br>amount you will have paid after you have made the scheduled payments | <b>"ANNUAL PERCENTAGE RATE"</b><br>the cost of your credit as a yearly rate |
| [Redacted]                           | [Redacted]              | [Redacted]  | [Redacted]  | [Redacted]   | [Redacted]  |

|   |   |                                       |                           |                                  |
|---|---|---------------------------------------|---------------------------|----------------------------------|
| <b>TOTAL SALES PRICE</b><br>the total cost of your credit including your down payment (cash price + finance charge) | <b>Security:</b> You are giving a security interest in any and all unearned return premiums and dividends which may become payable under the policies listed above.<br><b>Late Charge:</b> If a payment is more than 10 days late, you will be charged 5% of the payment amount, with a maximum of \$5.00 if the account is for personal, family or household purposes.<br><b>Prepayment:</b> If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge. See the provisions on page 2 for additional information about nonpayment, default and required repayment in full before the scheduled date, and prepayment, refunds and penalties. | <b>YOUR PAYMENT SCHEDULE WILL BE:</b> |                           |                                  |
|   |   | <b>Amount of each Payment</b>         | <b>Number of Payments</b> | <b>When first Payment is Due</b> |
| [Redacted]  |   | [Redacted]                            | 9                         | 02-07-2026                       |

Each of the monthly payments is due on the same day of each succeeding month until paid in full.

**FOR PREMIUM FINANCE CONDITIONS SEE REVERSE SIDE**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age; because all or part of the applicant's income derives from any public assistance program; The Federal agency which administers compliance with this law concerning this Premium Finance Company is the Federal Trade Commission, 730 Peachtree Street, N.E., Room 800, Atlanta, Georgia 30308.

**FINANCE CHARGE INCLUDES AN ADMINISTRATIVE FEE OF \$16.00.**

**NOTICE TO INSURED: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. INSURED ACKNOWLEDGES THAT HE HAS RECEIVED A COMPLETED COPY OF THIS AGREEMENT AND AGREES TO THE TERMS AND CONDITIONS ON BOTH PAGES 1 AND 2 OF THIS AGREEMENT.**

**MUST BE SIGNED** Signature of insured \_\_\_\_\_ Date 01-07-2026

**PRODUCER CERTIFICATION:** Lender Assignment to E.T.I. The undersigned hereby certifies that the down payment as shown on the contract has been paid by or on behalf of the insured, that all policies listed are or will be in force on the stated effective dates, and further, that the above agreement is a bona fide and binding contract, the insured is of legal age and has capacity to contract, the signatures are genuine, a copy of this agreement has been delivered to the insured and that the undersigned is responsible to the Lender for unearned commissions in the event of cancellation provided the undersigned is not obligated to pay the same to the scheduled insurance company. Any return premiums, endorsements or other credits received by the Producer on behalf of the Lender shall be remitted upon receipt.

**MUST BE SIGNED** Signature of Producer \_\_\_\_\_ Date 01-07-2026

**ATTACHMENT F** – (Proof of ACH Finance payments paid directly to A-One per Attachment A)

**Account History Report**

Filter(s): [REDACTED]  
 Requested: [REDACTED]  
 Current / Active

Tuesday, March 17, 2026 3:10 PM

| Customer Information         |  | Summary Financials          |                |
|------------------------------|--|-----------------------------|----------------|
| Account Number:              | [REDACTED]   | Total Premium:              | [REDACTED]     |
| Account Holder:              | [REDACTED]   | Down Payment:               | [REDACTED]     |
| Physical Address:            | [REDACTED]   | Amount Financed:            | [REDACTED]     |
| Main Phone:                  | [REDACTED]   | Non-Refundable Fee          | [REDACTED]     |
| Agent:                       | A13879 - A-ONE INSURANCE AGENCY INC.                 | Finance Charge:             | [REDACTED]     |
| Main Address:                | 1324 Belmont Street, Suite 203<br>Brookton, MA 02301 | Total of Payments           | [REDACTED]     |
| Main Phone:                  | (508) 659-5969                                       | No. of Installments:        | [REDACTED]     |
| Received Date:               | --   | Installment Amount:         | [REDACTED]     |
| Create Date:                 | 2/12/2026  | APR:                        | [REDACTED]     |
| Created By:                  | [REDACTED]   | Installments Made/Remain:   | [REDACTED]     |
| Effective Date:              | 2/4/2026   | Next Installment Amount:    | [REDACTED]     |
| Archive Date:                | --   | Next Late Fee Amount:       | [REDACTED]     |
| Next Intent Date:            | 4/9/2026   | Shortage:                   | [REDACTED]     |
| Sched. Cancellation Date:    | 4/20/2026  | Account Balance (inc. fees) | [REDACTED]     |
| Cancellation Print Date:     | --   | Past Due/Due Now:           | [REDACTED]     |
| Cancellation Effective Date: | --   | Governing Region:           | Massachusetts  |
| Cancellation Hold:           | --   | Fee Method:                 | Finance Charge |
| Next Reinstatement Date:     | --   | Billing Cycle:              | Monthly        |
| Next Late Fee Date:          | 4/15/2026  | Billing Method:             | ACH            |
| First Due Date:              | 3/4/2026   | Account Profile:            | Commercial     |
| Next Due Date:               | 4/4/2026   | New/Renewal:                | New            |
| Last Due Date:               | --   | Lender:                     | [REDACTED]     |
| Last Intent Date:            | --   | Old Account:                | [REDACTED]     |
| Last Cancel Date:            | --   |                             |                |
| Last Reinstatement Date:     | --   |                             |                |

| Policy (1 of 1) - from Original Loan |                                 |   |                    |
|--------------------------------------|---------------------------------|---|--------------------|
| Policy Number:                       | L36219                          | Coverage:                               | AUTO - AUTO        |
| Effective Date:                      | 2/4/2026                        | Policy Term (Months):                   | 12                 |
|                                      |                                 | Addtl Days to Cancel:                   | 0                  |
| Carrier:                             | C01631 - MAPFRE INSURANCE CO.   |   |                    |
| Premium:                             | [REDACTED]                      | Return Method:                          | 90% Pro-Rata       |
| Earned Taxes/Fees:                   | [REDACTED]                      | Min. Earned Premium:                    | 0.00 0.000         |
| Financed Taxes/Fees:                 | [REDACTED]                      | Commission:                             | 0.00 0.000         |
| Total Amount:                        | [REDACTED]                      | Verified Date:                          | --                 |
| Filing: <input type="checkbox"/>     | Audit: <input type="checkbox"/> | Assigned Risk: <input type="checkbox"/> | Verified Comments: |

| ACH Information            |                            |
|----------------------------|----------------------------|
| Bank Name:                 | Account Number: [REDACTED] |
| Routing Number: [REDACTED] | Account Type: Checking     |

## Account History Report



Filter(s): [Redacted]  
 Requested: [Redacted]

Current / Active Tuesday, March 17, 2026 3:10 PM

| Original Loan         |            |
|-----------------------|------------|
| Effective Date:       | 2/4/2026   |
| No. of Installments:  | 9          |
| Installment Amount:   | [Redacted] |
| Installment Retained: | [Redacted] |
| Down Retained:        | [Redacted] |
| Total Retained:       | [Redacted] |
| Premium Discount:     | [Redacted] |
| Accrued Interest:     | [Redacted] |
| Deferred Interest:    | [Redacted] |
| APR:                  | [Redacted] |
| Earned Broker Fee:    | [Redacted] |
| Financed Broker Fee:  | [Redacted] |
| Total Premium:        | [Redacted] |
| Down Payment:         | [Redacted] |
| Amount Financed:      | [Redacted] |
| Doc. Stamp Tax:       | [Redacted] |
| Non-Refundable Fee:   | [Redacted] |
| Finance Charge:       | [Redacted] |
| Total of Payments:    | [Redacted] |

| Disbursement (1 of 1) |                                      |
|-----------------------|--------------------------------------|
| Payee:                | A13879 - A-ONE INSURANCE AGENCY INC. |
| Amount:               | 8,202.40                             |
| Type:                 | Original - Original Loan             |
| Method:               | ACH                                  |
| Serial Number:        | [Redacted]                           |
| Status:               | Paid                                 |
| Release Date:         | 2/12/2026                            |
| Disbursed Date:       | 2/12/2026                            |
| Cleared Date:         | 2/12/2026                            |

| Policy Number | Insurance Carrier    | Coverage | Premium    |
|---------------|----------------------|----------|------------|
| L36219        | MAPFRE INSURANCE CO. | AUTO     | [Redacted] |

| Installment Schedule(s) |           |            |            |          |
|-------------------------|-----------|------------|------------|----------|
| No.                     | Due Date  | Summary    | Adjustment | Original |
| 1                       | 3/4/2026  | [Redacted] |            |          |
| 2                       | 4/4/2026  | [Redacted] |            |          |
| 3                       | 5/4/2026  | [Redacted] |            |          |
| 4                       | 6/4/2026  | [Redacted] |            |          |
| 5                       | 7/4/2026  | [Redacted] |            |          |
| 6                       | 8/4/2026  | [Redacted] |            |          |
| 7                       | 9/4/2026  | [Redacted] |            |          |
| 8                       | 10/4/2026 | [Redacted] |            |          |
| 9                       | 11/4/2026 | [Redacted] |            |          |

| Amortization Schedule |           |                   |           |          |                   |
|-----------------------|-----------|-------------------|-----------|----------|-------------------|
| #                     | Due Date  | Payment (Funding) | Principal | Interest | Principal Balance |
|                       | 2/4/2026  |                   |           |          |                   |
| 1                     | 3/4/2026  | [Redacted]        |           |          |                   |
| 2                     | 4/4/2026  | [Redacted]        |           |          |                   |
| 3                     | 5/4/2026  | [Redacted]        |           |          |                   |
| 4                     | 6/4/2026  | [Redacted]        |           |          |                   |
| 5                     | 7/4/2026  | [Redacted]        |           |          |                   |
| 6                     | 8/4/2026  | [Redacted]        |           |          |                   |
| 7                     | 9/4/2026  | [Redacted]        |           |          |                   |
| 8                     | 10/4/2026 | [Redacted]        |           |          |                   |
| 9                     | 11/4/2026 | [Redacted]        |           |          |                   |

| Payment History (1) |  |
|---------------------|--|
|                     |  |

## Account History Report



Filter(s): Account Number: [REDACTED]  
Requested: [REDACTED]

Current / Active

Tuesday, March 17, 2026 3:10 PM

| Date     | Transaction Type | Amount     | Payment Method<br>Serial Number | Payment Source<br>Additional Info. | Event/User Reason | User Name |
|----------|------------------|------------|---------------------------------|------------------------------------|-------------------|-----------|
| 3/4/2026 | Payment          | [REDACTED] | ACH<br>[REDACTED]               | Borrower                           | ACH - ACH         | SStark1   |



# Customer Account History Report



Filter(s): [Redacted]  
 Requested [Redacted]  
 Cancelled / Active

Tuesday, March 17, 2026 12:30 PM

| Customer Information         |  | Summary Financials           |            |
|------------------------------|--|------------------------------|------------|
| Account Number:              | [Redacted]   | Total Premium:               | [Redacted] |
| Account Holder:              | [Redacted]   | Down Payment:                | [Redacted] |
| Physical Address:            | [Redacted]   | Amount Financed:             | [Redacted] |
| Main Phone:                  | [Redacted]   | Non-Refundable Fee:          | [Redacted] |
| Agent:                       | <b>A13879 - A-ONE INSURANCE AGENCY INC.</b>          | Finance Charge:              | [Redacted] |
| Main Address:                | 1324 Belmont Street, Suite 203<br>Brockton, MA 02301 | Total of Payments:           | [Redacted] |
| Main Phone:                  | (508) 659-5969                                       | No. of Installments:         | [Redacted] |
| Received Date:               | -  | Installment Amount:          | [Redacted] |
| Create Date:                 | 1/21/2026  | APR:                         | [Redacted] |
| Effective Date:              | 1/19/2026  | Installments Made/Remain:    | [Redacted] |
| Next Intent Date:            | 2/25/2026  | Next Installment Amount:     | [Redacted] |
| Sched. Cancellation Date:    | 3/9/2026   | Next Late Fee Amount:        | [Redacted] |
| Cancellation Print Date:     | 3/16/2026  | Account Balance (inc. fees): | [Redacted] |
| Cancellation Effective Date: | 4/5/2026   | Past Due/Due Now:            | [Redacted] |
| Cancellation Hold:           | -  | Governing Region:            | [Redacted] |
| Next Reinstatement Date:     | -  | Billing Cycle:               | Monthly    |
| Next Late Fee Date:          | 3/30/2026  | Billing Method:              | Invoice    |
| First Due Date:              | 2/19/2026  | Account Profile:             | Commercial |
| Next Due Date:               | 2/19/2026  | New/Renewal:                 | New        |
| Last Due Date:               | -  | Old Account:                 |            |
| Last Intent Date:            | 2/25/2026  |                              |            |
| Last Cancel Date:            | -  |                              |            |
| Last Reinstatement Date:     | -  |                              |            |

| Policy (1 of 1) - from Original Loan |  |   |                          |
|--------------------------------------|--|---|--------------------------|
| Policy Number:                       | <b>L35091</b>                              | Coverage:                               | <b>AUTO - AUTO</b>       |
| Effective Date:                      | 1/19/2026                                  | Policy Term (Months):                   | 12                       |
|                                      |  | Addtl Days to Cancel:                   | 0                        |
| Carrier:                             | <b>C01535 - COMMERCE INSURANCE COMPANY</b> |   |                          |
| Premium:                             | [Redacted]                                 | Return Method:                          | 90% Pro-Rata             |
| Earned Taxes/Fees:                   | [Redacted]                                 | Min. Earned Premium:                    | 0.00                     |
| Financed Taxes/Fees:                 | [Redacted]                                 |   | 0.000                    |
| Total Amount:                        | [Redacted]                                 |   |                          |
| <input type="checkbox"/> Flag        | <input type="checkbox"/> Audit             | <input type="checkbox"/> Assigned Risk: | <input type="checkbox"/> |

## Customer Account History Report



Filter(s):   
 Requested:

Cancelled / Active Tuesday, March 17, 2026 12:30 PM

| Original Loan         |           |
|-----------------------|-----------|
| Effective Date:       | 1/19/2026 |
| No. of Installments:  | 9         |
| Installment Amount:   |           |
| Installment Retained: |           |
| Down Retained:        |           |
| Total Retained:       |           |
| APR:                  |           |
| Earned Broker Fee:    |           |
| Financed Broker Fee:  |           |
| Total Premium:        |           |
| Down Payment:         |           |
| Amount Financed:      |           |
| Doc. Stamp Tax:       |           |
| Non-Refundable Fee:   |           |
| Finance Charge:       |           |
| Total of Payments:    |           |



| Disbursement (1 of 1) |                                     |                 |           |
|-----------------------|-------------------------------------|-----------------|-----------|
| Payee:                | A13879 - AONE INSURANCE AGENCY INC. |                 |           |
| Amount:               | 9,920.00                            | Status:         | Paid      |
| Type:                 | Original - Original Loan            | Release Date:   | 1/21/2026 |
| Method:               | ACH                                 | Disbursed Date: | 1/21/2026 |
| Serial Number:        |                                     | Cleared Date:   | 1/21/2026 |
| Policy Number         | Insurance Carrier                   | Coverage        | Premium   |
| L35091                | COMMERCE INSURANCE COMPANY          | AUTO            |           |

| Installment Schedule(s) |          |         |            |          |
|-------------------------|----------|---------|------------|----------|
| No.                     | Due Date | Summary | Adjustment | Original |
| 1                       |          |         |            |          |
| 2                       |          |         |            |          |
| 3                       |          |         |            |          |
| 4                       |          |         |            |          |
| 5                       |          |         |            |          |
| 6                       |          |         |            |          |
| 7                       |          |         |            |          |
| 8                       |          |         |            |          |
| 9                       |          |         |            |          |

| Payment History (5) |                    |        |                                 |                                    |                        |
|---------------------|--------------------|--------|---------------------------------|------------------------------------|------------------------|
| Date                | Transaction Type   | Amount | Payment Method<br>Serial Number | Payment Source<br>Additional Info. | Event/User Reason      |
| 2/19/2026           | Payment            |        | ACH<br>                         | Borrower                           | ACH - ACH              |
| 2/25/2026           | Payment Adjustment |        | Returned Payment                |                                    | 2nd NSF                |
| 2/25/2026           | Return Fee         |        | Original                        |                                    | Fee For: 2nd NSF       |
| 3/2/2026            | Late Fee           |        | Original                        | Applies to Pmt. No. 1              | Automatically Assessed |
| 3/16/2026           | Cancel Fee         |        | Original                        | Applies to Pmt. No. 1              | Account cancelled.     |

|   | A                          | B        | C     | D   | E       | F       | G   | H     | I                            | J          | K                          | L      |        |
|---|----------------------------|----------|-------|-----|---------|---------|-----|-------|------------------------------|------------|----------------------------|--------|--------|
| 1 |                            |          |       |     |         |         |     |       |                              |            |                            |        |        |
| 2 | AGENT FUNDING ETI 02-16-26 |          |       |     |         |         |     |       |                              |            |                            |        |        |
| 3 | CONTRAC                    | DATEENT  | NAME1 | MGA | PREMIUM | DUEFROM | MAG | AGENT | NAME                         | POLEFFDATE | NAME01                     | NAME02 | DFTAMT |
| 4 | 13923263                   | 02/13/26 |       |     |         | -       |     | 10927 | A-ONE INSURANCE AGENCY, INC. | 02/12/26   | COMMERCE INSURANCE COMPANY |        |        |
| 5 | 13923263                   | 02/13/26 |       |     |         | -       |     | 10927 | A-ONE INSURANCE AGENCY, INC. | 02/12/26   | AGENT FEE                  |        |        |
| 6 | 13924790                   | 02/13/26 |       |     |         | -       |     | 10927 | A-ONE INSURANCE AGENCY, INC. | 02/12/26   | COMMERCE INSURANCE COMPANY |        |        |
| 7 | 13924790                   | 02/13/26 |       |     |         | -       |     | 10927 | A-ONE INSURANCE AGENCY, INC. | 02/12/26   | AGENT FEE                  |        |        |
| 8 |                            |          |       |     |         |         |     |       |                              |            |                            |        |        |

ACH Batch Details

1. Transaction Number [REDACTED]
2. Import File Name
3. Import Batch ID
4. Recurring Frequency One-Time Payment
5. Template Name A-ONE INSURAN AGENCY
6. Total Credits [REDACTED]
7. ACH Company [REDACTED]
8. Batch Type Business (CCD) - Credit Only
9. Offset Account

\*2590 - CHECKING (ETI Draft) - [REDACTED]

10. Memo
11. Company Entry Description ACH
12. Notify Initiator Options

Pending Actions: Notify via EMAIL  
 System Events: Notify via EMAIL  
 Complete - Unsuccessful: Notify via EMAIL  
 Complete - Successful: Notify via EMAIL  
 Early Action Taken: Notify via EMAIL  
 Early Action Removed: Notify via EMAIL  
 Expired: Notify via EMAIL

13. Payment Creation Date Feb 17, 2026 2:00 PM EST

14. Processing Date 02/17/26

15. Payment Date 02/18/26

16. Status Completed

Search Payee Records

| <u>Payee</u> | <u>Account</u> | ABA | <u>Amount</u> | Addenda |
|--------------|----------------|-----|---------------|---------|
|--------------|----------------|-----|---------------|---------|

---

Prev1NextGo to page [ ]Showing 1 - 1 of 1Items to display:10

A-ONE INSURANCE

|            |            |            |            |  |
|------------|------------|------------|------------|--|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] |            |            |            |  |

Prev1NextGo to page [ ]Showing 1 - 1 of 1Items to display:10

Results returned in 0.012 seconds

Status History

---

**From:** [REDACTED]

**Sent:** Tuesday, March 17, 2026 3:15 PM

**To:** [REDACTED]

**Subject:** RE: Funding Proof

Hello [REDACTED]

See attached funding reports for the contracts listed.

[REDACTED]

**From:** [REDACTED]

**Sent:** Monday, March 16, 2026 5:52 PM

**To:** [REDACTED]

[REDACTED]

**Subject:** Funding Proof

Hello,

Can you please help me with funding proof for agent Stacey from MAPFRE, she advised they have been having some issues with seeing funding.

These are the accounts: [REDACTED]

[REDACTED]

[REDACTED]

Sincerely

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

**From:** [REDACTED]

**Sent:** Monday, March 23, 2026 9:36 AM

**To:** [REDACTED]

**Subject:** Fw: Funding Proof [REDACTED]

**Caution:** This message is from an external sender.

Good morning,

Here is the funding proof for [REDACTED], if have any other questions feel free to reach out.

Sincerely

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Template Information

Template Name: A-ONE INSURANCE AGENCY  
Request Type: CCD Payment  
Company Name/ID: ETI 2590 / 9592611508  
Template Description: ACH  
Debit Account: [REDACTED]  
Effective Date: 01/22/2026  
Confirmation Number: 3332113817  
Status: Processed

Credit / Destination Accounts

| ABA/TRC   | Account    | Account Type | Name                   | Detail ID | Amount            |
|-----------|------------|--------------|------------------------|-----------|-------------------|
| 011000138 | [REDACTED] | Checking     | A-ONE INSURANCE AGENCY | 10927     | [REDACTED]        |
|           |            |              |                        |           | Total: [REDACTED] |

Approval History Information

Approval Status: 1 of 1 received

| Action                   | User ID    | Date                        |
|--------------------------|------------|-----------------------------|
| Enter Request            | [REDACTED] | 01/21/2026 01:16:44 PM (ET) |
| Approve/Transmit Request | [REDACTED] | 01/21/2026 02:01:16 PM (ET) |

[REDACTED]

Sincerely

[REDACTED]



October 7, 2025

**SENT DOCUSIGN & CERTIFIED MAIL**

Mr. Enrique Arce  
A - One Insurance Agency, Inc.  
1324 Belmont Street, Suite 203  
Brockton, MA 02301

Dear Enrique,

I am writing on behalf of MAPFRE Insurance (“MAPFRE” or the “Company”) to provide A-One Insurance Agency (“A-One” or “You(r)”) a warning on repeated failure to report all coverage bound and all registrations certified to the Servicing Carrier within two business days after binding coverage or Certifying a registration, incomplete new business submissions, and failure to verify prior monies owed. This is in violation of the Limited Servicing Agreement dated October 2, 2017, between A-One and MAPFRE Insurance. Continued violation of CAR Rules or the Agreement will result in termination of our agreement.

The following includes eight policies in which MAPFRE recently issued A-One Insurance a violation for the following CAR Rule Violations:

| Named Insured                      | Policy No. | Reasons for CAR Violation   |
|------------------------------------|------------|---|
| [REDACTED]                         | L22537     | Failure to validate applicant has not been in default of insurance premiums within the past 24 months and Failure to collect, process and remit premium due to the Servicing Carrier in accordance with the provisions of the Rules of Operation and Inaccurate information   |
| [REDACTED]                         | L27133     | Failure to collect, process and remit premium due to the Servicing Carrier in accordance with the provisions of the Rules of Operation  |
| [REDACTED]                         | L24723     | Late submission and Failure to provide mandatory CAR forms  |
| [REDACTED]                         | L29771     | Late submission, Inaccurate information, Incomplete submission, and Failure to provide mandatory signed Taxi application  |
| [REDACTED]                         | L30037     | Late submission and Failure to forward premium payments to the Servicing Carrier within two business days of receipt where no prior agreement has been made with Servicing Carrier  |
| [REDACTED]                         | L30431     | Failure to report all coverage bound and registrations certified to the Servicing Carrier within two business days after binding coverage or certifying a registration and Failure to forward premium payments to the Servicing Carrier within two business days of receipt where no prior agreement has been made with the Servicing Carrier |
| [REDACTED]                         | L28655     | Failure to report all coverage bound and all registrations certified to the Servicing Carrier within two business days after binding coverage or certifying a registration and Failure to properly order an endorsement   |
| [REDACTED]                         | L31848     | Late submission, Inaccurate Information, and Incomplete Submission  |
| [REDACTED]<br>(Policy Endorsement) | L31848     | Inaccurate information, Incomplete submission, and Failure to properly order an endorsement   |

In addition, we recently issued a Legal Notice of Cancellation for Fraud or Material Misrepresentation – Garaging Address for the following:

|            |        |   |
|------------|--------|---|
| [REDACTED] | L28577 | SIU field investigation reported no lease agreement between applicant and property owner as reported to MAPFRE. It looks like the contract is a false document  |
| [REDACTED] | L28653 | SIU field investigation reported no lease agreement between applicant and property owner as reported to MAPFRE. It looks as if the applicant created a false document forging the property owner’s name |



The foregoing activities violate CAR Rule 14. B.1, subsection d., f., g. and Section I.b. of the Agreement. Please refer to CAR Rules 13.B.6. and Section VI of the Agreement. MAPFRE trusts that A-One Insurance will take the appropriate steps to fully comply with all of CAR's Exclusive Representative Producer requirements, the terms of the Agreement, and M.G.L. 175 § 113H.

If A-One continues to submit untimely or incomplete applications and payments to MAPFRE, the Company will immediately move to terminate the agreement with the required 30 days' notice as provided in Rule 13B.6.

Please do not hesitate to contact me if you would like to discuss this matter or the Company's expectations for new business submissions. MAPFRE is sending this letter solely as a courtesy to A-One Insurance Agency. MAPFRE reserves all rights and remedies under applicable laws, rules and regulations including the right to act on any violation of CAR Rules or contractual breaches regardless of whether such conduct has been specifically addressed in this letter.

Sincerely,

DocuSigned by:

*Sarah Clemens*

CE65242817A1428...

Sarah Clemens  
Executive Vice President Chief Technical Officer

Cc:

Wendy Browne, Vice President of Business Operations, Commonwealth Automobile Reinsurers  
Dana Whiteley, Senior Vice President, Northeast Business Development  
Jeff Pasco, Director Business Development & Strategic Planning, Northeast Business Development  
Chris Cottingham, Territory Manager, Northeast Business Development  
Richard Murphy, Business Development Representative Sr., Northeast Business Development

**CAR** | **Rules of Operation**  
**Rule 14** | **Exclusive Representative Producer Requirements**  
**Revision Date** | **2025.10.27**  
**Page** | **10 of 11**

**E. Appointment Ineligibility**

1. An ERP that has had an appointment terminated by a Servicing Carrier for failing to satisfy any of the requirements specified in Section B.1. or for failing to maintain eligibility pursuant to Section A.4. shall be ineligible for reappointment for a period of two years commencing on the effective date of the termination.

A licensed property and casualty producer whose appointment has been terminated by a Member as a consequence of failing to satisfy any of the requirements of Section B.1. or failing to maintain eligibility pursuant to Section A.4. will be ineligible for appointment as an ERP for a period of two years commencing on the effective date of the termination.

2. If the certification of a MAIP Assigned Risk Producer has been revoked by CAR for violations of any obligation(s) delineated in Rule 31 and having exhausted the appeal rights pursuant to Rule 40, the producer is ineligible for the appointment or continuation of its ERP appointment. The producer shall be ineligible to reapply for appointment as an Exclusive Representative Producer until such time as the producer is eligible to reapply for certification as an Assigned Risk Producer.
3. An ERP terminated for failure to meet minimum production criteria pursuant to Section C. shall be ineligible for appointment to represent a Servicing Carrier as an ERP for a period of two years commencing on the effective date of the termination.
4. The term ERP, for purposes of Section E., includes any licensed producer and any other newly emerging producer with whom or which the terminated ERP has a direct or indirect material and continuing proprietary or management interest.

**F. Review/Relief of ERP Termination**

A terminated ERP may request that the termination be reviewed by CAR.

A completed "Request for Review/Relief" form must be received by CAR within 30 calendar days of the delivery of the termination notice. A review by CAR's Market Review Committee will be held within 15 business days of the date of CAR's receipt of the completed "Request for Review/Relief" form unless such requirement is waived by the aggrieved ERP. The receipt by CAR of such form will stay the ERP's

**CAR** | **Rules of Operation**  
**Rule 14** | **Exclusive Representative Producer Requirements**  
**Revision Date** | **2025.10.27**  
**Page** | **11 of 11**

termination until the ERP has exhausted all appeal rights pursuant to Rule 20. However, any reviewing committee may lift the stay if such stay is not in the best interests of the motoring public.

During the period of stay, operational procedures identified by the Servicing Carrier in the termination letter will remain in effect until reviewed by the Market Review Committee. The Market Review Committee may approve, modify or disapprove the operational procedures.

|   |   |
|---|---|
| <b>CAR</b><br><b>Rule 20</b><br><b>Revision Date</b><br><b>Page</b> | <b>Rules of Operation</b><br><b>Review and Appeal</b><br><b>2014.10.17</b><br><b>1 of 1</b> |
|---|---|

**A. Requesting a Review**

Any Member or licensed producer aggrieved by any unfair, unreasonable, or improper practice of CAR or another Member with respect to the operation of CAR may request a formal review and ruling by the Governing Committee on the alleged practice. The request for review must be made within 30 days after the date such person knew of the alleged practice. Any written material which either party wishes to have considered in connection with the deliberations of the matter should be forwarded to CAR at least five business days prior to the date scheduled for the review.

The review shall be held within 15 business days after the receipt of the original request, unless such requirement is waived by the aggrieved party. Except as may be otherwise provided by the Governing Committee, the review shall be held by a Governing Committee Review Panel consisting of three Governing Committee members entitled to vote. The decision of this Panel or any committee sitting at the request of or under the authority of the Governing Committee shall be rendered within 15 business days of the review. The ruling of the majority of the Panel shall be deemed to be the formal ruling of the Governing Committee.

**B. Appealing a Ruling**

Any formal Governing Committee ruling may be appealed to the Commissioner by filing a notice of appeal with CAR and the Commissioner within 30 days after the date of the ruling's issuance. The ruling of the Governing Committee shall remain in full effect unless otherwise directed by the Commissioner. The Commissioner may approve, modify, amend or disapprove the ruling or direct the Governing Committee to reconsider the ruling. In addition, the Commissioner may issue any other appropriate order, including granting the aggrieved party a new review.

**COMMONWEALTH AUTOMOBILE REINSURERS**

**REQUEST FOR REVIEW/RELIEF**

(pursuant to Rule 20, CAR Rules of Operation)

Please complete in type or print in ink.

**Requestor's Name/Title:**

**Signature:**

**Date:**

**Agency or Company Name:**

**Address:**

**City/Town:**

**State:**

**ZIP Code:**

**Telephone #:**

**Fax #:**

**Representation:**

If represented by counsel or other party please complete the following:  
(Representation by counsel is not required):

**Name of Rep:**

**Firm:**

**Address:**

**City/Town/St/ZIP:**

**Telephone #:**

**Fax #:**

**1**

**Reason For Review:** A. Concisely summarize the reason(s) for your request for review identifying the nature of your aggrievement or request for relief.)  
B. Identify the specific relief sought.



**Scheduling of Review:** Upon receipt of a completed Request for Review Form a date will be established within 15 working days, pursuant to CAR Rule 20. Once a date has been confirmed, CAR will issue a written notification to affected parties. Any parties wishing to present written exhibits to be considered at the Committee meeting shall submit them to CAR's Docket Clerk no later than 5 business days prior to the scheduled meeting date. Written exhibits submitted to CAR within 5 business days of the scheduled meeting date will not be entered on the docket but must be directly to the Committee at the meeting itself. It will be left to the determination of the Committee as to whether these exhibits will be considered in their deliberations. In addition, parties submitting exhibits directly to the Committee are expected to be prepared to provide a minimum of 25 copies. Parties should provide copies of ALL exhibits and documentation that they wish considered in the matter to the opposing party in concert with their submissions to CAR and/or the Committee. A request for a continuance on a review of the matter will be granted upon the agreement of all parties. All other requests for continuances must be physically presented to the assigned Committee for approval.

**15 Day Waiver (CAR Rule 20):** Initial if waiving the need for a review within 15 days:

I waive the 15 day review window pursuant to CAR Rule 20: (Initial): \_\_\_\_\_

**PLEASE NOTE: THIS FORM MUST BE COMPLETED AND RETURNED TO CAR PRIOR TO THE INITIATION OF A FORMAL REVIEW PURSUANT TO RULE 20, CAR RULES OF OPERATION**

| FOR COMPLETION BY CAR OFFICE – DO NOT WRITE BELOW |  |
|---|--|
| 4   | Assigned Docket Number:  |
| 5   | Related Docket Number(s):  |
| 6   | Assigned Review Forum:<br><br>CAR COMMITTEE: _____<br><br>Scheduled Review Date: _____ |
| 7   | Disposition:   |

**CAR** | **Manual of Administrative Procedures**  
**Chapter III** | **Servicing Carrier Responsibilities**  
**Revision Date** | **2026.04.14**  
**Page** | **8 of 20**

**C. Termination of Exclusive Representative Producer Contracts**

1. Termination by a Servicing Carrier

- a. In accordance with Rule 13.B.6. – Servicing Carrier Requirements, a Servicing Carrier may terminate an ERP contract and authority to bind coverage upon failure of the ERP to meet the eligibility requirements and/or definition of ERP as provided by the Rules of Operation or upon failure of the ERP to fulfill any of the requirements specified in Rule 14.B.1. – Exclusive Representative Producer Requirements.
- b. In order to adequately advise the ERP of the termination and satisfy due process, a notice of termination of an ERP contract must contain sufficient facts and supporting documentation to establish the basis for the termination. At a minimum, a notice of termination of an ERP contract issued by a Servicing Carrier must:
  - 1) Be in writing.
  - 2) State the specific CAR Rule provision(s) that constitute the basis for the termination.
  - 3) Define changes in operational procedures, if any, that the Servicing Carrier intends to implement upon the ERP’s receipt of the notice.
  - 4) Advise the ERP of the right to request that the termination be reviewed by CAR, pursuant to Rule 14.H. and include a copy of CAR’s “Request for Review/Relief” form.
  - 5) Be hand delivered or mailed by a method that provides proof of mail to the ERP’s principal place of business, with a copy of the termination sent to CAR and the Division of Insurance.
  - 6) Identify the specific provision(s) in the ERP contract, if any, that have been violated and constitute the basis for the termination.
- c. If, pursuant to Rules 14 and 20, the ERP requests a review by CAR of the termination, the Servicing Carrier must provide CAR with a copy of any documents and materials referenced in the notice of termination, including, if applicable, the ERP contract. Such documents and materials will become part of the record considered by the reviewing committee(s).

**CAR** | **Manual of Administrative Procedures**  
**Chapter III** | **Servicing Carrier Responsibilities**  
**Revision Date** | **2026.04.14**  
**Page** | **9 of 20**

2. Request for Review of a Termination
  - a. Pursuant to Rule 14 – Exclusive Representative Producer Requirements, an ERP may request review of a Servicing Carrier’s termination of his or her ERP contract by submitting a completed “Request for Review/Relief” form to CAR. The completed “Request for Review/Relief” form must be received by CAR within 30 calendar days of the delivery of the termination notice.
  - b. The receipt by CAR of a completed “Request for Review/Relief” form will stay the ERP’s termination until the ERP has exhausted all appeal rights pursuant to Rule 20 – Review and Appeal. However, any reviewing committee may lift the stay if such stay is not in the best interests of the motoring public.
    - 1) During any stay, Servicing Carriers are not to issue non-renewal notices to the ERP’s customers.
    - 2) During any stay, any operational procedures implemented by the Servicing Carrier pursuant to the notice of termination will remain in effect until they are reviewed by the Market Review Committee.
    - 3) CAR will not decertify the ERP as an Assigned Risk Producer until such time as the ERP has exhausted his or her appeal rights under Rules 14 and 20, or such rights are waived.
  - c. The matter will be reviewed initially by the Market Review Committee. Following a decision by the Market Review Committee, a subsequent review by the Governing Committee Review Panel may be requested pursuant to Rule 20 – Review and Appeal. These committees will be convened within 15 business days from CAR’s receipt of the completed “Request for Review/Relief” form unless the aggrieved ERP waives the 15-day requirement. Each party may, but is not required to, be represented by counsel in connection with the review of the termination.
  - d. Any formal ruling of the Governing Committee (including a ruling by the Governing Committee Review Panel as its designee) may be appealed to the Commissioner pursuant to Rule 20 – Review and Appeal by filing a notice of appeal with CAR and the Commissioner within 30 days of the ruling. The ruling of the Governing Committee will remain in full effect unless otherwise directed by the Commissioner.

**CAR** | **Manual of Administrative Procedures**  
**Chapter III** | **Servicing Carrier Responsibilities**  
**Revision Date** | **2026.04.14**  
**Page** | **10 of 20**

e. Written Materials

- 1) Any written materials to be considered by the reviewing committee must be submitted to CAR's Docket Clerk no later than 12:00 p.m., 5 business days prior to the scheduled meeting date. Timely submitted materials will be docketed by CAR and distributed to the reviewing committee as soon as practicable.
- 2) Written materials submitted to CAR after 12:00 p.m. on the 5th business day prior to the scheduled meeting date will not be entered on the docket, but the submitting party may petition the reviewing committee directly for consideration of such materials. The reviewing committee has the discretion to determine whether such materials will be considered in its deliberations.
- 3) Parties who petition the reviewing committee for the submission of materials are expected to be prepared to provide a minimum of 25 copies at the meeting. Parties should provide copies of ALL written materials that they wish considered in the matter to the opposing party in concert with their submission(s) to CAR and/or the reviewing committee.

3. Guidance for Reviewing Committees

In the event that an ERP requests that the termination of his or her ERP contract be reviewed, the reviewing committee(s) should be guided by the following principles.

a. Foundation for Review

- 1) Upon receipt of a request for review of the termination of an ERP contract, the matter will be docketed by CAR's Docket Clerk.
  - (a) CAR staff, with the assistance of counsel (if directed by CAR's President), will perform a quality check and review the notice of termination, as well as any documentation and materials submitted by the Servicing Carrier, to ascertain whether the Servicing Carrier has complied with Rule 13 – Servicing Carrier Requirements in issuing the notice of termination. CAR staff will not evaluate the amount of information purportedly supporting the termination or make any determination regarding the merits of the termination, or the credibility or probative value of any information submitted to CAR.

**CAR** | **Manual of Administrative Procedures**  
**Chapter III** | **Servicing Carrier Responsibilities**  
**Revision Date** | **2026.04.14**  
**Page** | **11 of 20**

- (b) During its review of the notice of termination, if CAR staff identifies any deficiencies, CAR staff will inform the Servicing Carrier and the ERP of such deficiencies. However, CAR staff will not review the quantum of supporting documentation.
- 2) CAR staff (or counsel if appropriate), will open the meeting of Market Review Committee (and the Governing Committee Review Panel if there is a subsequent request for review) by framing the issue for review and providing a summary of the procedural history of the matter, including information about the notice of termination and its compliance with the requirements contained in Rule 13 – Servicing Carrier Requirement and the ERP’s request for review.

b. Scope and Standard of Review

- 1) Any operational procedures implemented by the Servicing Carrier pursuant to the notice of termination will be reviewed by the Market Review Committee to determine whether each such operational procedure is in the best interest of the motoring public and should remain in effect during a stay of the termination. Any party aggrieved by the Market Review Committee’s decision with respect to operational procedures may request further review by the Governing Committee Review Panel pursuant to Rule 20 – Review and Appeal.
- 2) The Market Review Committee (and the Governing Committee Review Panel if there is a subsequent request for review) will consider whether the termination should be upheld based on the grounds stated in the notice of termination, and not on any grounds that were not articulated in the notice of termination. The ERP’s conduct in connection with the MAIP or any business other than residual market commercial motor vehicle insurance will not be considered in the review of the Servicing Carrier’s termination of the ERP contract.
- 3) Although CAR staff will perform a quality check and review of the notice of termination and supporting documentation, the reviewing committee is expected to expressly consider the adequacy of the notice of termination and the evidentiary support offered with respect to each claimed basis for termination.
- 4) The Market Review Committee (and the Governing Committee Review Panel if there is a subsequent request for review) is expected to deliberate on each alleged violation that was the basis

**CAR** | **Manual of Administrative Procedures**  
**Chapter III** | **Servicing Carrier Responsibilities**  
**Revision Date** | **2026.04.14**  
**Page** | **12 of 20**

of the Servicing Carrier's termination of the ERP contract and, when multiple violations have been alleged, to determine whether each one separately is a valid basis for termination. Pursuant to Rule 20 – Review and Appeal, the reviewing committee should decide whether the termination is an unfair, unreasonable or improper practice.

- 5) In the event that the termination is not upheld, the Market Review Committee (or the Governing Committee Review Panel if there is a subsequent request for review) may defer a finding and establish a probationary period for the ERP and determine which operational procedures, if any, should remain in place during the probationary period. The reviewing committee may establish the probationary period subject to the condition that if any documented transgressions of the same type that formed the basis for the notice of termination or violations of the operational procedures are reported, the termination will be upheld.
- 6) In the event of a request for review of a decision of the Market Review Committee, the Governing Committee Review Panel will review the matter *de novo*. The Governing Committee Review Panel may consider the Market Review Committee's decision but is not bound by it. The Governing Committee Review Panel is entitled to hear statements from the parties and to review additional materials that were not necessarily before the Market Review Committee. If documentation is considered by the Governing Committee Review Panel that was not before the Market Review Committee, the Governing Committee Review Panel should re-examine the action by the Market Review Committee in light of such new documentation.

**D. Servicing Carrier Reimbursement of Premium and Extraordinary Expenses as a Result of an Exclusive Representative Producer Default**

When an ERP collects premium from an insured, but fails to remit all or part of the premium to the Servicing Carrier, or there is unearned commission due the Servicing Carrier as a result of termination of the ERP, a Servicing Carrier may petition CAR for reimbursement. A petition for reimbursement will only be considered if the premium or unearned commission owed is from an Exclusive Representative Producer that does not have a voluntary contract to write automobile insurance with the petitioning Servicing Carrier.

An advisory committee will be appointed to review a Servicing Carrier's petition for reimbursement and will make a recommendation to CAR's Governing Committee as to whether the Servicing Carrier is entitled to reimbursement.