# Agent of Record (AOR) Policy

SafeLease Insurance Services LLC

## 1 Purpose

This policy sets the rules SafeLease Insurance Services LLC (“SafeLease”) follows when (a) multiple appointed agents pursue the same new business risk, (b) an insured changes the agent of record on an in-force SafeLease policy, and (c) new business opportunities arise on accounts where SafeLease's in-house channel is the servicing agent. SafeLease maintains two distribution channels, direct-to-operator through its in-house licensed agents and external appointed agents, and both remain active. The goals of this policy are: honor the insured's right to choose their representative, treat all producers by one published set of rules, protect the integrity of the submission process, and keep SafeLease's MGA function neutral between its distribution channels. This policy follows standard commercial-lines market practice throughout.

## 2 Definitions

**Policy.**
A single in-force SafeLease insurance policy. AOR status attaches at the policy level.

**Account.**
All policies and prospects under common ownership or control (same named insured, parent entity, or controlling principals). “Account” is a relationship and CRM concept only; it does not confer rights over locations or exposures not currently on a SafeLease policy.

**New Business.**
Any location, entity, or exposure not currently insured on a SafeLease policy, regardless of whether other locations or policies within the same account are.

**House Account.**
A policy for which SafeLease's in-house licensed agents are the agent of record.

**Complete Submission.**
A submission containing all items required by SafeLease underwriting guidelines (application, statement of values, currently valued loss runs, and any risk-specific supplemental items). Underwriting determines and timestamps completeness. An incomplete submission does not reserve or block any market.

**Designation.**
The insured's written identification of the producer it has chosen for a new business risk: a signed letter or a signed ACORD 36 (Agent/Broker of Record Change) form, executed by an owner, officer, or other authorized principal, and delivered by mail, email, or portal upload. Verbal designations are not accepted.

## 3 Guiding Principle: The Insured Decides

The insured has the right to choose who represents them. A valid Designation from the insured controls over submission order and incumbency.

## 4 New Business: Market Access Rules

**4.1 First complete submission.**
The first Complete Submission received reserves the risk for the submitting producer, consistent with standard market practice. If multiple Complete Submissions are received on the same risk, the earlier completeness timestamp governs, including submissions received on the same day. Subsequent submissions are declined with notice that SafeLease is already working the risk with another producer; the identity of that producer is not disclosed.

**4.2 Duration of the hold.**
Subject to Section 4.3, the reservation remains in effect while the submission or resulting quote is active, and ends when the earliest of the following occurs: the quote expires by its terms; the proposed effective date passes without binding; the submission is declined by underwriting; or the submitting producer withdraws. Once the hold ends, the risk returns to the open market.

**4.3 Insured override.**
A Designation naming a different producer overrides a submission hold at any time. Upon receipt, SafeLease releases the risk to the designated producer and notifies the producer whose hold is displaced.

**4.4 Early submissions.**
Submissions are accepted and logged whenever received. However, a submission cannot achieve Complete status until its documentation is current per underwriting requirements relative to the proposed effective date. Producers with early submissions are notified of what must be refreshed and when. Early submission earns a place in line for review; it does not create a market hold.

**4.5 Channel neutrality.**
These rules apply identically to SafeLease's in-house agents and external appointed agents. A direct submission from an operator is handled by the in-house channel and is subject to this Section 4 in full, including completeness, timestamping, and any hold already established by another producer's Complete Submission. If an external agent's Complete Submission is first on an open-market risk, the in-house channel stands down on that risk unless the insured provides a Designation to the contrary.

## 5 AOR Changes on In-Force Policies

**5.1 Scope.**
This section governs agent-of-record changes on in-force SafeLease policies where an external appointed agent is the producer of record. House Accounts are addressed in Section 6.

### 5.2 Valid AOR letter.

An AOR change requires a letter on the insured's letterhead (or the ACORD 36 equivalent) that: names the new agency and expresses intent to appoint it as exclusive agent of record; identifies the policy number(s), lines, and effective/expiration dates; and is signed and dated by an authorized principal with printed name and title. Letters must be current-dated; backdating is not permitted. The change applies only to the policies identified in the letter. The effective date of the change is the date the letter is received and verified by SafeLease operations.

### 5.3 Incumbent notice and countermand period.

SafeLease notifies the incumbent agent within 1 business day of receiving a valid AOR letter. The incumbent then has 10 business days to submit one countermanding letter signed by the insured. The insured cannot waive the incumbent's notice or countermand period. Only one countermand is accepted per change event. The incumbent may, at any time during the countermand period, acknowledge the change in writing (including by email reply to the notification) and waive the remainder of the period; the change is then finalized immediately.

### 5.4 Commission treatment.

The incumbent agent retains commission for the balance of the current policy term, including commission from audit or endorsement activity on that term. The new agent assumes all servicing responsibility (and associated E&O exposure) from the effective date of the change and becomes the commissionable agent at the policy's next renewal. The new agent also assumes return-commission liability from the change date.

### 5.5 Appointment requirement.

The incoming agent must be appointed with SafeLease. Quoting may proceed during appointment processing; binding requires a completed appointment.

### 5.6 Renewal-period processing.

AOR letters received fewer than 15 calendar days before a policy's renewal effective date are processed for the renewal term. This is an administrative processing cutoff only; SafeLease does not impose renewal blackout windows restricting when insureds may change agents.

### 5.7 Claims status.

AOR changes on policies with an open claim require operations and underwriting review before processing, to confirm servicing continuity for the claim.

## 6 House Accounts

### 6.1 Exemption.

House Accounts are direct client relationships serviced by SafeLease's in-house agents and are not open to external quoting or AOR changes, consistent with program administrator treatment of proprietary and direct-written business. This exemption extends only to policies the in-house channel originated or acquired in compliance with this policy. It reflects SafeLease's treatment of its own direct client relationships, not a limitation on any insured's right to select representation for business placed outside SafeLease.

**6.2 New business is not house business.**
Locations, entities, or exposures within a House Account relationship that are not currently on a SafeLease policy are New Business under Section 4 and are open to any producer, including the in-house channel, on identical terms.

## 7 SafeLease Commitments to Appointed Agents

**7.1 No solicitation.**
SafeLease's in-house channel will not solicit AOR changes on any policy where an external appointed agent is the producer of record. This commitment has no time limitation.

**7.2 Insured-initiated approaches.**
If an insured on an external agent's policy approaches SafeLease directly and requests to move the policy to SafeLease's in-house channel, SafeLease will process the request only under the full Section 5 procedure, never informally.

**7.3 Information barrier.**
External submissions, quotes, and AOR activity are visible only to SafeLease's MGA underwriting and operations functions. This information is not shared with, routed to, or discussed with the in-house sales channel. SafeLease will not proactively contact an insured regarding a submission made on their behalf by an appointed agent.

**7.4 Confidentiality of competition.**
When declining a duplicate submission, SafeLease does not disclose the identity of the producer holding the risk, in either direction.

## 8 Tenant Protection Program

The SafeLease tenant protection program is a facility-level contractual program between SafeLease and the operator; it is not brokered per-policy insurance and is not subject to AOR letters. An AOR change on an operator's facility P&C policy does not transfer, modify, or disturb the operator's tenant protection agreement or its revenue share, and no tenant protection agreement affects AOR treatment of facility P&C policies.

## 9 Recordkeeping and Disputes

Every submission and AOR event is logged in SafeLease's system of record with timestamps: date received, date deemed complete (for submissions), incumbent notification date, countermand deadline, insured designations received, and outcome. If an incumbent disputes an AOR within the countermand period, outreach to the insured pauses until the dispute resolves. Disputes between producers are resolved by reference to the logged record.

## 10 Governance

This policy is incorporated by reference into the SafeLease producer agreement and published in the agent portal. It is reviewed annually. Material changes require review by SafeLease legal/compliance counsel prior to adoption. State-specific requirements control where they differ from this policy.