

Maryland Insurance Administration
200 St. Paul Place, Suite 2700, Baltimore MD 21202

Email: producerlicensing.mia@maryland.gov; Fax 410-468-2399; Telephone 410-468-2411

Title Producer Business Entity Application checklist
Initial and Renewal Application

- NAIC Uniform Application
- Fee - \$54 for initial application; \$69 for renewal application
- \$150, 000 Fidelity Bond* or Bond Waiver
- \$150,000 Surety Bond* or Letter of Credit
 - *The Fidelity and Surety bond or continuation certificate must clearly state:
 - bond company and bond amount
 - bond coverage period
 - show the State of Maryland as the obligee
 - duly executed by the principal/producer and bond company/attorney-in-fact
- Renewal applications:** submit the Update to Owners, Partners, Officers, Directors, Members form. (List the individual names and corresponding offices. "No changes" is not an acceptable response.)

Please note the application may be revised on a bi-annual basis. To ensure you are filing the current version of the application, please reference the National Insurance Producer Registry web site at www.nipr.com.



Uniform Application for Business Entity License Renewal/Continuation

(Please Print or Type)

Check appropriate boxes for license requested.

- Resident License License #: _____ License Type: _____
- Non-Resident License License #: _____ License Type: _____

Demographic Information

① Business Entity Name		② FEIN	
③ Home State & Home State License Number		④ If assigned, National Producer Number (NPN)	
⑤ Is the business entity affiliated with a financial institution/bank? Yes <input type="checkbox"/> No <input type="checkbox"/>			
⑥ Business Address		⑦ City	⑧ State
			⑨ Zip Code or Foreign Country
⑩ Phone Number (include extension) () -	⑪ Fax Number () -	⑫ Business Web Site Address	⑬ Business E-Mail Address
⑭ Mailing Address		⑮ P.O. Box	⑯ City
			⑰ State
			⑱ Zip Code or Foreign Country

Designated/Responsible Licensed Producer

⑲ Identify at least one Designated/Responsible Licensed Producer responsible for the business entity's compliance with the insurance laws, rules and regulations of this state. (See Matrix of State Requirements at www.nipr.com for jurisdictions that require the designated/responsible licensed producer to be an officer, director or partner of the business entity.)

Name _____	SSN _____	- -	NPN _____
Name _____	SSN _____	- -	NPN _____
Name _____	SSN _____	- -	NPN _____
Name _____	SSN _____	- -	NPN _____

Background Questions

⑳

1a. Has the business entity or any owner, partner, officer or director of the business entity, or member or manager of a limited liability company, been convicted of, or is currently charged with, committing a misdemeanor or had a judgment withheld or deferred for a misdemeanor which has not been previously reported to this insurance department? Yes ___ No ___

You may exclude the following misdemeanor convictions or pending misdemeanor charges: traffic citations, driving under the influence (DUI) or driving while intoxicated (DWI), driving without a license, reckless driving, or driving with a suspended or revoked license.

You may also exclude juvenile adjudications (offenses where you were adjudicated delinquent in juvenile court).

1b. Has the business entity or any owner, partner, officer or director of the business entity, or member or manager of a limited liability company, ever been convicted of, or is currently charged with committing a felony or had a judgment withheld or deferred for a felony which has not been previously reported to this insurance department? Yes ___ No ___

You may exclude juvenile adjudications (offenses where you were adjudicated delinquent in a juvenile court.)

If you have a felony conviction involving dishonesty or breach of trust, have you applied for written consent to engage in the business of insurance in your home state as required by 18 USC 1033? N/A ___ Yes ___ No ___

If so, was consent granted? (Attach copy of 1033 consent approved by home state.) N/A ___ Yes ___ No ___

1c. Has the business entity or any owner, partner, officer or director of the business entity, or member or manager of a limited liability company, ever been convicted of or is currently charged with a military offense which has not been previously reported to this insurance department? Yes ___ No ___

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Uniform Application for Business Entity License Renewal/Continuation

Applicant Name: _____

Background Questions continued

NOTE: For Questions 1a, 1b, and 1c “**Convicted**” includes, but is not limited to, having been found guilty by verdict of a judge or jury, having entered a plea of guilty or nolo contendere or no contest, or having been given probation, a suspended sentence or a fine.

If you answer yes to any of these questions, you must attach to this application:

- a) a written statement identifying all parties involved (including their percentage of ownership, if any) and explaining the circumstances of each incident,
- b) a copy of the charging document,
- c) a copy of the official document, which demonstrates the resolution of the charges or any final judgment.

2. Has the business entity or any owner, partner, officer or director of the business entity, or manager or member of a limited liability company, been named or involved as a party in an administrative proceeding, including a FINRA sanction or arbitration proceeding regarding any professional or occupational license, or registration, which has not been previously reported to this insurance department? Yes ___ No ___

“Involved” means having a license censured, suspended, revoked, canceled, terminated; or, being assessed a fine, placed on probation, sanctioned or surrendering a license to resolve an administrative action. “Involved” also means being named as a party to an administrative or arbitration proceeding which is related to a professional or occupational license. “Involved” also means having a license application denied or the act of withdrawing an application to avoid a denial. You may exclude terminations due solely to noncompliance with continuing education requirements or failure to pay a renewal fee.

If you answer yes, you must attach to this application:

- a) a written statement identifying the type of license; identifying all parties involved (including their percentage of ownership, if any and explaining the circumstances of each incident,
- b) a copy of the Notice of Hearing or other document that states the charges and allegations, and
- c) a copy of the official document which demonstrates the resolution of the charges or any final judgment.

3. In response to a “yes” answer to one or more of the Background Questions for this renewal application, are you submitting document(s) to the NAIC/NIPR Attachments Warehouse? Yes ___ No ___

If you answer yes;

Will you be associating (linking) previously filed documents from the NAIC/NIPR Attachments Warehouse to this application? Yes ___ No ___

Note: If you have previously submitted documents to the Attachments Warehouse that are intended to be filed with this renewal application, you **must** go to the Attachments Warehouse and associate (link) the supporting document(s) to this application based upon the particular background question number you have answered yes to on this application. You will receive information in a follow-up page at the end of the application process, providing a link to the Attachment Warehouse instructions.



Uniform Application for Business Entity License Renewal/Continuation

Applicant Name: _____

Applicant's Certification and Attestation

① On behalf of the business entity or limited liability company, the undersigned owner, partner, officer or director of the business entity, or member or manager of a limited liability company, hereby certifies, under penalty of perjury, that:

1. All of the information submitted in this application and attachments is true and complete and I am aware that submitting false information or omitting pertinent or material information in connection with this application is grounds for license or registration revocation and may subject me and the business entity or limited liability company to civil or criminal penalties.
2. Unless provided otherwise by law or regulation of the jurisdiction, the business entity or limited liability company hereby designates the Commissioner, Director or Superintendent of Insurance, or an appropriate representative in each jurisdiction for which this application is made to be its agent for service of process regarding all insurance matters in the respective jurisdiction and agree that service upon the Commissioner or Director of that jurisdiction is of the same legal force and validity as personal service upon the business entity.
3. The business entity or limited liability company grants permission to the Commissioner or Director of Insurance in each jurisdiction for which this application is made to verify any information supplied with any federal, state or local government agency, current or former employer or insurance company.
4. Every owner, partner, officer or director of the business entity, or member or manager of a limited liability company, either a) does not have a current child-support obligation, or b) has a child-support obligation and is currently in compliance with that obligation.
5. I authorize the jurisdictions to which this application is made to give any information they may have concerning me, as permitted by law, to any federal, state or municipal agency, or any other organization and I release the jurisdictions and any person acting on their behalf from any and all liability of whatever nature by reason of furnishing such information.
6. I acknowledge that I understand and comply with the insurance laws and regulations of the jurisdictions to which I am applying for licensure/registration.
7. For Non-Resident License Applications, I certify that I am licensed and in good standing in my home state/resident state for the lines of authority requested from the non-resident state.
8. I hereby certify that upon request, I will furnish the jurisdiction(s) to which I am applying, certified copies of any documents attached to this application or requested by the jurisdiction(s).
9. I certify that the Designated Responsible Licensed Producer(s) named on this application understands that he/she is responsible for the business entity's compliance with the insurance laws, rules and regulation of the State.

Must be signed by an officer, director, or partner of the business entity, or member or manager of a limited liability company:

Month/Day/Year

Signature

Typed or Printed Name

Title

Address

City

State

Zip

ADDITIONAL INFORMATION

All applicants applying for the Title line of insurance must submit a copy of the original **\$150,000** Fidelity bond (see the Maryland Insurance Administration Title Fidelity Bond Form) with this application. Complete the questions below with your Title Fidelity bond information.

1A. *TITLE FIDELITY BOND

INSURANCE COMPANY NAME:

1B. *TITLE FIDELITY BOND NUMBER:

1C. *TITLE FIDELITY BOND ISSUE DATE (MM-DD-YYYY):

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All applicants applying for the Title line of insurance must submit 1) a copy of the original **\$150,000** surety bond (see the Maryland Insurance Administration Title Surety Bond Form) and a concurrently dated Power of Attorney **or** 2) a letter of credit (see the Maryland Insurance Administration Letter of Credit Form) with this application. Complete the questions below with your Title Surety bond information.

2A. *Are you submitting a Letter of Credit instead of a Surety Bond?
If YES, please enter your Letter of Credit information below.

Yes No

2B. *TITLE SURETY BOND INSURANCE COMPANY/
LETTER OF CREDIT BANK NAME:

2C. *TITLE SURETY BOND/ LETTER OF CREDIT NUMBER:

2D. *TITLE SURETY BOND/ LETTER OF CREDIT ISSUE DATE (MM-DD-YYYY):

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Pursuant to the **Code of Maryland Regulations (“COMAR”) 31.16.03.06**, a yearly report is required to be filed with the Maryland Affordable Housing Trust (“MAHT”) by every owner or designated responsible producer of a Maryland licensed title insurance producer firm if certain criteria are met. This report must be filed on or before March 31 for the immediately preceding calendar year. Please see **Maryland Affordable Housing Trust: Materials for Title Companies and Financial Institutions** for specific requirements and instructions for completing a MAHT ACCOUNT ENROLLMENT PACKET, filing the annual report, and determining whether the funds from a single transaction meet certain criteria and must be deposited into a MAHT interest bearing account.

Are you compliant with this requirement?

Yes No

MARYLAND INSURANCE ADMINISTRATION TITLE SURETY BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENT; THAT

_____ of _____

State of _____ (hereafter called "Principal"), as Principal has applied to the Insurance Commissioner of the State of Maryland for a license as Title Producer, said license is required by the Insurance Laws of Maryland to give a bond in the penalty below and conditioned hereinafter set forth; and

_____ with its principal office located at _____

a corporation authorized to do surety business in the state of Maryland (hereinafter called "Surety") as Surety, ARE HELD AND FIRMLY BOUND unto the State of Maryland as Obligee, and any unknown third party, in full and just sum of \$150,000 (ONE HUNDRED FIFTY THOUSAND DOLLARS) to the payment of which well and truly to be made the Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present. Regardless of the number of years or license periods this bond remains in effect, the number of premiums paid or the number of claims made, the total aggregate liability of the surety shall not exceed the penal sum of the bond.

PROVIDED, HOWEVER, THAT THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounded Principal shall truly account for and pay over to the person or corporation entitled to receive the same, all money belonging to such person or corporation which may, during the term of said license, come into the hands of said Principal as such Title Insurance Producer or the employees or agents of Principal, including Title Insurance Producer Independent Contractors during the course of providing service for or on behalf of the Principal, or while providing any escrow, closing, or settlement service, then this obligation shall be void, otherwise of full force and effect;

AND FURTHER PROVIDED, That the Surety may, without prejudice to any liability accrued, prior to such cancellation, cancel such bond upon thirty (30) days' written notice filed with the Insurance Commissioner of the State of Maryland and a copy thereof mailed to the Principal.

Signed, sealed and dated this _____ day of _____, 20____.

As Witness:

By: _____ By: _____ (L.S.)

Witness Principal

Test as to Surety and Its Corporate Seal

By: _____ By: _____

Witness

Attorney-in-Fact

NOTICE TO SURETY COMPANIES AND PRINCIPAL: Be sure a concurrently dated Power of Attorney is attached to this bond, and all signatures are affixed.

MARYLAND INSURANCE ADMINISTRATION TITLE LETTER OF CREDIT

BENEFICIARY:

MARYLAND INSURANCE ADMINISTRATION

PRODUCER:

(NAME) _____

ADDRESS: _____

IRREVOCABLE LETTER of CREDIT NUMBER: _____

AMOUNT: \$ _____

ISSUE DATE: _____

EXPIRATION: _____

We hereby establish our Irrevocable Letter of Credit Number _____

in your favor for the account of _____

in the amount of \$150,000 available upon presentation of your draft(s) at sight drawn on the

(bank name) _____ located at _____, and accompanied by:

1. A letter executed by an authorized official of the Maryland Insurance Administration stating that

(producer name) _____

has failed to perform his obligation while acting as a Title insurance producer or while providing any escrow, closing or settlement services and has caused any person to suffer a loss covered by the Insurance Laws of Maryland and that such failure entitles the State of Maryland, Maryland Insurance Administration, to draw on Irrevocable Letter of Credit Number _____.

2. Original of this Irrevocable Letter of Credit:

We engage with you that draft(s) drawn under and in accordance with the terms of this Letter of Credit shall be duly honored upon presentation and delivery of documents as specified above if drawn and negotiated on or before the expiration date indicated above.

Draft(s) must be marked "Drawn on" (bank name) _____

Irrevocable Letter of Credit Number _____

It is a condition of the Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date unless thirty (30) days prior to such expiration date you are notified by certified mail that we elect not to consider this Letter of Credit renewed for any such additional period.

Except as expressly stated herein, this undertaking is not subject to any condition or qualification. The

obligation of (bank name) _____ under this Letter of Credit shall be the individual obligation of (bank name) _____ in no way contingent upon reimbursement with respect thereto.

Except so far as otherwise stated, this Irrevocable Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credit" (2007 Revision), International Chamber of Commerce publication number 400.

_____ By: _____

(Bank Name)

(Authorized Signature) (Title)

DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS

This Disclosure and Authorization is provided to you in connection with pending or future application(s) of _____ [insert firm name] ("Firm") for licensure with the Maryland Insurance Administration. Firm desires to procure a consumer or investigative consumer report (or both)("Background Reports") regarding your background for review by the Maryland Insurance Administration during the term of your functioning as, or seeking to function as, an officer, member of the board of directors or other management representative ("Affiant") of Firm or of any business entities affiliated with Firm ("Term of Affiliation") for which a Background Report is required by the Maryland Insurance Administration. Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the Application and your background as it pertains thereto. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may obtain copies of any Background Reports about you from the consumer reporting agency ("CRA") that produces them. You may also request more information about the nature and scope of such reports by submitting a written request to Firm. To obtain contact information regarding CRA or to submit a written request for more information, contact _____ [insert firm's designated person, position, or department, address and phone].

Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act."

AUTHORIZATION: I am currently an Affiant of Firm as defined above. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to the Maryland Insurance Administration, and to the Firm, for purposes of investigating and reviewing such Application and my status as an Affiant. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

I understand that I may revoke this Authorization at any time by delivering a written revocation to Firm and that Firm will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) the expiration of the Term of Affiliation, (ii) written revocation as described above, or (iii) twelve (12) months following the date of my signature below.

A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

(Printed Full Name and Residence Address)

(Signature) _____ (Date)

Dated and signed this _____ day of _____, 20____ at _____ I hereby certify under penalty of perjury that I am acting on my own behalf and that the foregoing statements are true and correct to the best of my knowledge and belief.

(Signature of Affiant)

State of _____ County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ By _____, and:

who is personally known to me, or
who produced the following identification: _____

[SEAL]

Notary Public

Printed Notary Name

My Commission Expires