



Welcome!

Thank you for your interest in the *Insurance Agents' Co-operative*, a service designed with the insurance producer in mind. By now, you may have received your first quote and discovered how quick and easy it is to work with us. We look forward to receiving your first submission; however, we will need some additional information prior to that.

Prior to binding, we will need the following:

- Producer Agreement (attached)
- W9 form (attached)
- Errors and Omissions declaration page
- Copies of all producer licenses
- Copy of the agencies insurance licenses

If you have any questions, please feel free to contact us. We look forward to working with you!

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Toll Free: 866-714-0155

# Insurance Agents' Co-Operative, Inc.

## Producer Agreement

**All producers must submit a copy of their errors and omissions declaration with this agreement and a copy of the agencies insurance license, producer licenses and IRS W-9 form**

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Producer Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
DBA/Entity Name: \_\_\_\_\_ Fax: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Personal Lines Contact: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ Commercial Lines Contact: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Accounting Contact: \_\_\_\_\_  
Website: \_\_\_\_\_

### **Physical Office Location**

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

### **Principal's Information**

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

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License Type: Individual OR Agency

Name as shown on license: \_\_\_\_\_

DBA/Entity Name approved by Dept of Insurance: \_\_\_\_\_

License Number: \_\_\_\_\_ License Expiration Date: \_\_\_\_\_

Soc Sec Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

*This information is required for appointing purposes. You must provide the Tax ID for the DOI licensed entity. Sole proprietorships: Your SSN is usually your Tax ID. Partnerships and Corporations: Your FEIN is your Tax ID.*

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Business Type: Sole Proprietorship OR Partnership OR Corporation

Tax ID Number used for reporting income: \_\_\_\_\_

*\* The following two questions do not apply to corporations.*

Name for 1099 Reporting (Sole Proprietorships Only): \_\_\_\_\_

DBA for 1099 Reporting (Sole Proprietorships Only): \_\_\_\_\_

### **Errors and Omissions Policy Information**

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Carrier: \_\_\_\_\_

The above-named Producer/ Broker and Insurance Agents' Co-Operative, Inc. ("Company") upon the mutual promise and covenants stated herein agree:

1. The Company shall consider business/ risks presented to it by Producer/ Broker. If all underwriting guidelines are met and all underwriting rules are followed, Company will bind coverage effective on the date requested by the Producer/ Broker as long as binding procedure is followed as published on the Company's internet site ([www.iacoop.biz](http://www.iacoop.biz)) The Producer/ Broker shall have no authority to alter or to make any changes in the terms and conditions of any policy of insurance issued or offered by the insurer.

2. Producer/ Broker is and shall always be a representative of the insured and not an agent for the Company, unless under a separate agreement with the Company whereby an agency appointment has been made with the Department of Insurance in the state of the Producer/ Broker's principle place of business. In no instance shall such an appointment mean that an appointed Agent's binding authority exceeds the conditional and limited authority and guidelines specified herein and on each application for insurance. Unless there is a valid written agency appointment by the Company, then Producer/ Broker shall be deemed a representative of the insured. The Producer/Broker without a valid agency appointment has no authority to act on behalf of, or to bind the Company. Producer/Broker is solely responsible for assessing insured coverage needs upon submission of new business.

3. In the event of an unauthorized binder or other unauthorized statement of coverage by Producer/ Broker, Producer/ Broker shall and will at all times indemnify and keep indemnified Company from and against any and all liability, claims, demands, losses, damages, costs, counsel fees, judgments, and expense of whatever kind or nature that Company shall or may for any cause at any time sustain by reason of such unauthorized binder.

4. The Producer/ Broker shall be responsible for collecting payment of all earned premiums from the insured. All applications for insurance must be complete and submitted with the correct net premium, including all policy fees, state taxes, stamping fees and all other applicable charges. Net premium in this regard refers to total gross premium less the Producer/ Broker's commission. No application shall be accepted by the Company until all application requirements have been submitted.

A. Agency Billed Policies: Company shall submit to the Producer after the end of each month during which this Agreement is in effect, a written statement of account, which statement shall show the premiums due Company on all policies written hereunder during such month and the prior month, if unpaid, the total commissions payable thereon, and any other amounts due from Company to the Producer or vice versa. The Producer shall remit to Company the net amount due Company for the current month as shown in the statement of account, not later than 30 days after the last day of the month for which the statement of account is rendered. If Producer fails to remit the amount shown as due on the statement of account within 30 days after the last day of the month for which the statement of account is rendered Company shall be authorized to immediately cancel all policies written hereunder and to terminate this Agreement without further notice to the Producer. The Producer shall be personally liable to Company for all earned premiums on policies written for all new and renewal business produced on this account.

B. Direct Bill Policies: The Producer/ Broker agrees to remit to the Company all gross premiums for Direct Bill policies within two business days from effective date of policy.

5. The Producer/ Broker shall indemnify, defend, save and hold harmless the Company from any and all actions and causes of actions, claims, demands, liabilities, losses, judgments, damages or expenses, of whatsoever kind and nature, including interest and attorneys' fees and all other reasonable costs, expenses and charges that the Company shall or may at any time, subsequent to the date of the Agreement, sustain or incur, or become subject to by reason of any claim or claims for any reason resulting from the Producer/ Broker carrying out or failing to carry out the terms and conditions of this Agreement, or the negligence, gross negligence, intentional misconduct or criminal acts or omissions resulting from the action or inaction of the Producer/ Broker, provided that notification is given within a reasonable time of such adverse claims, or threatened or actual lawsuits. The Company shall provide complete cooperation as appropriate to the Producer/ Broker, its attorneys and agents.

6. If suit is commenced to secure payment of any amounts due hereunder, the prevailing party shall be entitled to reasonable attorney's fees and costs, which may be sought in the same action or in a separate action brought for that purpose.

7. The ownership and control of expirations of policies written by the Company belong to the Producer/ Broker. In the event the Producer/ Broker has not properly accounted for and paid all premiums or unearned commissions due the Company in accordance with the payment terms of this Agreement, and any unearned commissions due a premium finance company, the ownership and control of the Producer/ Broker's expiration shall be vested in the Company, at its option, as of the date of the notice of termination.

8. Producer/ Broker agrees to maintain its license and keep it in good standing and agrees to provide Company with copies of its license, certifications, bonds, and errors and omissions insurance certificates and to provide the Company with update documentation annually or as requested. Any breach under this provision shall result in the immediate expiration of this Agreement.

**9. All applications, exclusions and waiver forms must be signed by the “named insured.” A Producer/ Broker shall under no circumstances sign on behalf of an applicant or named insured any forms related to the transaction of insurance. The applicant must review, complete and verify as true and correct the entire application package, including underwriting and program guidelines, and personally sign all forms. Insurer deems all questions on the application “material” to its decision to accept the risk presented by Producer/ Broker.**

10. Producer/Broker acknowledges and agrees that all marketing and informational materials provided to it by Company are for informational purposes and Producer/ Broker is not to rely on the information in assessing and evaluating a prospective insured’s insurance needs.

11. The Producer/ Broker shall not assign this Agreement and any attempt to assign shall result in the immediate expiration of this Agreement.

12. In no event shall Producer/ Broker allow another Producer/ Broker or insurance agent to utilize its Producer/ Broker code to present business/ risks to Company. Producer/ Broker codes are personal and are to be utilized only by the Producer/ Broker authorized under this Agreement. Allowing an unauthorized Producer/ Broker to place business/ risks to Company under your Producer/ Broker code shall be considered a breach of this Agreement in accordance with Provision 3. Additionally, Should Producer/ Broker sell, change the business entity or name and or cease to operate its business, Producer/ Broker shall notify Company of such event within 10 days. Failure to notify Company shall be considered a breach. Any breach under this provision shall result in the immediate expiration of this Agreement.

13. The Producer/ Broker shall, in no instance, accept any physical or monetary gifts of any kind from other agents or insured’s in consideration of the acceptability or placement of a risk or for any other reason in the course of our business.

14. The Producer/ Broker shall immediately, or within 48 hours of receipt of Notice of Claim, send all claims notices, claims documents and any claims related material to the Company.

15. This Agreement may be terminated by the Company by giving notice by mail, facsimile transmission or e-mail to the Producer/ Broker or immediately upon failure of Producer/ Broker to comply with all obligations and duties of this Agreement, including but not limited to, any application for insurance submitted hereunder.

16. The Producer/ Broker signing below represents that all information provided on the first page of this Agreement is true and correct.

17. The parties mutually warrant and represent that in entering into this Agreement they have not relied on any representation, inducement, forecast, or promise from or by any of the other parties to this Agreement or their agents, representatives, or attorneys. This Agreement constitutes the entire agreement between the parties. It supersedes any prior agreements or understandings, oral, written or otherwise, between them relating to the subject matter hereof, and it may not be modified or amended except by written amendment signed by the parties.

**Insurance Agents’ Co-Operative, Inc.**

**“Producer/Broker”**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: Representative

Signature: \_\_\_\_\_

By: Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.



Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.