



# Insurance Department

## Financial Regulation & Licensing Division

### Tri-Party Depository Agreement

*Rule R590-103, Security Deposits*

**THIS AGREEMENT** is made and entered into this date, \_\_\_\_\_, by and between:

1. The Insurance Commissioner of the State of Utah, and successor or successors, party of the first part;
2. Custodial Institution or State Treasurer, \_\_\_\_\_, authorized to act as Trustee, party of the second part; and
3. Company, \_\_\_\_\_, an insurance corporation, party of the third part, organized under the law of the State of \_\_\_\_\_, with its principal place of business located in \_\_\_\_\_.

#### **WITNESSETH:**

WHEREAS, in accordance with the provisions of the Insurance Code of the State of Utah, the third party will deposit securities with the Trust Division of the second party, and from time to time in the future make further deposits as specified in Utah Insurance Code § [31A-2-206](#), and withdrawal of the same; and

WHEREAS, for the convenience of the parties, the first party has duly designated the second party as a depository to receive and hold such deposits in its Trust Division;

**NOW, THEREFORE**, it is agreed between the parties as follows:

1. The second party, upon receipt of such deposits of cash or other securities as specified in the Utah Insurance Code, will assume responsibility for their safekeeping and shall, from time to time, collect the income there from and dispose of the same as directed by the third party. The second party shall also, as such securities mature, collect and hold the proceeds thereof subject to the joint order of the first and third parties. None of such deposits or the proceeds thereof shall be withdrawn from such depository except on written order of the Insurance Commissioner or authorized agent.
2. Whenever any such deposits are made, matured, or withdrawn under this Agreement, the parties hereto shall each execute a deposit or withdrawal request on a form approved by the first party.
3. A record shall be kept by the second party containing a description and amount of such deposits with it, and of all interest and principal payments on such deposits, and a report thereof (listing only those securities held under the Tri-Party Depository Agreement) shall be made to the first party at the end of each quarter with a duplicate copy to the third party.
4. Both the first and third parties shall have the right at any time to check over the records of the second party as to such deposits and to verify the actual existence thereof.
5. The second party shall be paid by the third party, as full compensation for holding and safekeeping of such deposits and the collection of the principal and interest thereof as herein provided, such sum as may hereafter be agreed to from time to time.



- 6. This Agreement may be canceled by any one of the contracting parties upon ninety (90) days' written notice of intention. Upon termination, the second party shall return to the third party all such deposits after withdrawal forms have been submitted for signature, or securities may be placed in a new custodial institution subject to a new Tri-Party Depository Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in triplicate the day and year first above written.

**Insurance Department:**

First Party Signature

Signer Name

Title

**Custodial/Financial Institution:**

Second Party Signature

Signer Name

Title

**Company:**

Third Party Signature

Signer Name

Title