



# Travel Agency/Organization Agreement

Administered By: Trip Mate, Inc.  
(In CA & UT, dba Trip Mate Insurance Agency)  
9225 Ward Parkway, Kansas City, MO 64114

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

This Organization Agreement is by and between Trip Mate, Inc., dba TripAssure and the Organization indicated in Part 1 (hereinafter referred to as "Organization").

## Part 1 - Agency/Organization Information

\_\_\_\_\_  
Legal Name

\_\_\_\_\_  
Trade Name (DBA)

\_\_\_\_\_  
Owner/Manager Name

\_\_\_\_\_  
Make Checks Payable To

Please indicate your organization structure:

Corporation \_\_\_\_\_  
FEIN

Partnership or LLP \_\_\_\_\_  
FEIN

Sole Proprietorship \_\_\_\_\_  
SSN

Limited Liability Co. \_\_\_\_\_  
NAME

## Contact Information

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Phone (include Area Code)      \_\_\_\_\_  
Fax (include Area Code)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Website Address

## Mailing Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City      \_\_\_\_\_      \_\_\_\_\_  
State      Postal Code

## Shipping Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City      \_\_\_\_\_      \_\_\_\_\_  
State      Postal Code

**For Multiple Locations:** Please complete the Additional Location Form for all additional locations.

## Consortiums / Associations

Please provide the names of any Consortiums or Associations to which you belong.

\_\_\_\_\_

\_\_\_\_\_

## Part 2 - Licensing Information

Please provide your Resident (Home) State Travel Insurance License number:

Corporate License\* \_\_\_\_\_  
License No.

Individual License\* \_\_\_\_\_  
Licensee Name

Not currently licensed \_\_\_\_\_  
License No.

\* License not required in some states

Please Indicate any Non-Resident Travel Insurance Licenses Held:

State	Corporate License #	Individual License #
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____

Please attach copies of your current travel insurance licenses. You must be properly licensed to receive commissions. If attached, you must also complete and sign the **Appointment Information Form**.

Organization will acquire and/or maintain any such insurance licenses as required by law in the state in which Organization operates and any other State, where required by law. TripAssure will assist Organization in obtaining any required license and appointment with Insurer(s). Organization must report to TripAssure any change in license status such as: suspension, termination or non-renewal.

In those states where a Travel Retailer Statute has been enacted, allowing Organization to offer and disseminate travel insurance as a Travel Retailer under the supervision of TripAssure as the Licensed Producer, the Organization may, at its discretion, elect to do so and TripAssure shall enable the Organization to do so. Upon such election by Organization, Organization agrees to comply with all such Travel Retailer Statutes in its capacity as a Travel Retailer thereunder.

**Questions? Call 800-423-3632**

### Part 3 - Contract Terms and Conditions

- Underwriters:** TripAssure authorizes Organization to sell Advantage Series policies underwritten by one or more insurance carriers (hereinafter referred to as "Underwriters"). Organization will offer Plans, as authorized in Part 3 of this Agreement, to all eligible clients.
- Independent Contractor:** It is expressly agreed and understood by the parties that Organization is an independent contractor (and not otherwise affiliated with the other parties hereto) and has no authority to bind another party except as expressly provided herein.
- Compliance With Law:** Organization is required to maintain any such insurance licenses if required by law in the state/province in which Organization resides. Organization must report to TripAssure any change in license status such as: suspension, termination or non-renewal. Organization also agrees to comply at all times with all applicable laws and regulations set forth by any lawful authority.
- Product and Sales Materials:** Organization will distribute Insurance Policies/Certificates to all persons at the time of purchase of any Plan. Any premiums received by Organization, shall be held in a fiduciary capacity for the other parties hereto until delivery.
- Claims:** Organization will immediately provide the TripAssure Claims Administrator with any notice of claims forwarded to Organization for any product sold under the terms of this Agreement. The Underwriters and/or the Claims Administrator will have responsibility for administration of all claims and Organization shall not admit liability, adjust, settle, compromise or commit TripAssure or Underwriters to any policies sold or any claims or settlements of claims. Organization will assist Underwriters and/or the Claims Administrator in the adjudication of claims by providing information when requested in a timely manner.
- Term and Termination:** This Agreement shall be for a term of one year from the effective date hereof and shall automatically renew for additional one year terms, unless earlier terminated as provided hereunder. This Agreement: 1) may be terminated by any party hereto, for any reason, upon 30 days written notice to the other parties; or 2) will automatically terminate upon Organization's cessation of business, assignment or sale for the benefit of creditors or insolvency or due to Organization's misconduct or noncompliance with the terms of this Agreement.
- Advertising:** Any use of the name, description of benefits/coverage, trade name or service marks of TripAssure or Underwriters in any advertising (including electronic media) or product material or medium not prepared by TripAssure or Underwriters must be approved in writing by TripAssure or Underwriters.
- Indemnification:** Organization agrees to hold TripAssure and Underwriters harmless from and indemnify them against any liability or costs resulting from Organization's general performance or failure to perform under this Agreement.
- Financial Insolvency:** Any policies subject to this Agreement that include benefits for Financial Insolvency do not cover bankruptcy, insolvency or other default of the Organization selling the policies.
- Modifications:** No term or condition of the Travel Insurance policy(ies) may be waived or modified by any party without the written signed approval of TripAssure or Underwriters.
- Entire Agreement:** This Agreement, and any Addendums attached hereto, constitutes the entire Agreement between the parties and cannot be amended unless in writing and signed by all parties. This Agreement and the rights contained herein may not be assigned by Organization to any other person or entity without the written consent of TripAssure or Underwriters.

I have read and agree to the terms and conditions of this Agreement which becomes effective when signed and dated by an Authorized Representative of Trip Mate, Inc., dba TripAssure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

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

\_\_\_\_\_  
Authorized by Trip Mate, Inc., dba TripAssure.

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

 **Submit By Fax**  
Toll free at 888-424-8731

 **Submit By Mail**

**TripAssure**  
9225 Ward Parkway  
Kansas City, MO 64114



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## Commission Addendum

For:

Effective:

### Authorized Plans and Commissions

#### Individual Advantage Plans

**Advantage Series - Asset Plans**

**Asset Plan:** 25% Online or 20% by Phone, Mail or Fax

**Asset Plus Plan:** 25% Online or 20% by Phone, Mail or Fax

**Advantage Series - Bridge and Complete Plans**

**Bridge Plan:** 30% Online or 25% by Phone, Mail or Fax

**Complete Plan:** 35% Online or 30% by Phone, Mail or Fax

#### Group Advantage Plans - Net

**All Group Advantage Series Plans**

**Group Advantage Basic:** Adult & Student Plans

**Group Advantage Standard:** Adult & Student Plans

**Group Advantage Plus:** Adult & Student Plans

All of our individual retail plans include Commission Protection subject to the following rules:

- 1) Commission Protection is not in effect until the client has made final payment for the trip;
- 2) the client must have purchased a policy, incurred a covered Trip Cancellation event/claim, and received a claim benefit payment resulting from this event/claim (**including under the Cancel For Any Reason Benefit**);
- 3) the total amount payable to the Travel Agent/Organization (including retained commissions and Commission Protection payments) will not exceed the commission that the agency would have earned had the client traveled (up to a maximum of 15% commission);
- 4) if a covered claim occurs, the maximum amount payable (claim payments to the client plus TripAssure Commission Protection payments) is 100% of the covered trip cost;
- 5) If a claim is paid due to financial default of an airline, cruise line, tour operator or other travel supplier, Commission Protection is not in effect;
- 6) Trip Cancellation benefits are payable to the client first; any excess amount will be available to provide Commission Protection to Organization;
- 7) Organization must provide a completed and signed Commission Protection Claim Form with appropriate supporting documentation;
- 8) if the method of payment for the travel arrangements was by check, Organization should refund to the client the entire amount established according to the suppliers' published cancellation penalties (including the applicable travel agency commission) and Organization will be paid the forfeited commission in accordance with the terms and conditions of this Agreement **only if** the passenger's Trip Cancellation claim is covered and claim benefits are paid;
- 9) if the method of payment for the travel arrangements was by credit card and the supplier has refunded a portion of the client's total payment for the trip (including the agency's commission) directly by crediting the client's credit card, a check will be issued in accordance with this Agreement for the amount of the commission Organization would have earned had the client traveled (in addition to the requirements outlined in item 7 above, we may require written proof of the recalled commission);
- 10) in the event of a full refund by the supplier, Commission Protection is not in effect; and
- 11) no payment will be made under this Agreement for any penalties or fees imposed by Organization.