

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

Travel Organization Agreement

Travel Retailer Certification Addendum

Completing and signing the Travel Organization Agreement that this Addendum is attached hereto is the final step required for registering your company to offer our authorized travel insurance plans under our Limited Lines Travel Insurance Agent insurance license.

The terms “**Employees**” or “**Agents**” as used in this form are defined as follows:

Employees means employees of your company who offer and disseminate travel insurance or are otherwise involved with the business of travel insurance.

Agents means other companies (including sole proprietorships) whose employees are involved with offering or disseminating travel insurance on your company’s behalf or are otherwise involved with the business of travel insurance.

1. I certify that I, my company’s employees and my company’s agents will complete the Agent Training Program and will review all of the online training materials provided by MH Ross and that we will complete future updates to the training program as required by law and our Organization Agreement with MH Ross.
2. I certify that neither I, nor my company’s employees, nor my company’s agents have been convicted of: (1) a felony; or (2) any violations of the Violent Crime Control and Law Enforcement Act of 1994 (18 U.S.C. § 1033) involving crimes of dishonesty, misappropriations of money or breach of trust.

A background check is required to comply with the state insurance laws for employees to offer travel insurance. Performing a background check will help you determine whether you can make this certification. Contact a vendor specializing in conducting employee background checks, such as HR Plus Screening Solutions (<https://www.hrplus.com>) or similar.

I warrant and represent that:

1. I, on behalf of myself and my company on whose behalf I am signing, have read, understand and agree in full to make all of the above certifications.
2. I have the authority to make these certifications on behalf of my company.
3. If at any time any of the above certifications are no longer true, cannot be made, or are not wished to be made, I, my company’s employees, and my company’s agents will immediately (a) cease to offer and disseminate travel insurance on MH Ross’s behalf; and (b) notify MH Ross of this in writing.
4. My company will indemnify, defend and hold harmless MH Ross and/or Trip Mate, Inc. for all claims and damages due to a breach of any certification, representation, warranty, or other agreement included herein.