



# Vacation Series Travel Agency/Organization Agreement

This Organization Agreement is by and between Chester Perfetto Agency, Inc. dba TravelSafe Insurance (hereinafter referred to as "TravelSafe"), 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 \_\_\_\_\_

Are you currently licensed to sell travel insurance?  Yes  No

How many travel insurance policies do you expect to sell monthly? \_\_\_\_\_

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 Travel Insurance License number\*:

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

Individual License \_\_\_\_\_  
License Name \_\_\_\_\_

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

\* License not required in some states

\*\* Required in some states

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**.

## Part 3 - Authorized Plans and Commissions

### All Vacation Series Individual Plans

Basic 25% Commission  
Classic 30% Online or 25% by Phone, Mail or Fax  
Classic Plus 30% Online or 25% by Phone, Mail or Fax

### Prestige Series Plans (Select Only One)

#### Elite Plans (Age Rated, 35% Commission)

#### Flex Plans (Age Rated - Multiple Commission Levels)

\_\_\_ 45% \_\_\_ 40% \_\_\_ 35% \_\_\_ 30% \_\_\_ 25% \_\_\_ 15% \_\_\_ Net

\_\_\_ All commission levels (Flex is an online only plan)

#### Easy Rate Plans 3 Age Bands (0-65 / 66-72 / 73+)

35% Commission (online only plan)

**You will also be authorized for these additional plans:**

**Group Plans - Net Rates / Commissionable Rates (25%)**

**Protect-A-Group - Adult Plan**

**Protect-A-Group - Student Plan**

# Questions? Call 800-523-8020

## Part 4 - Contract Terms and Conditions

- Underwriters:** TravelSafe authorizes Organization to sell policies underwritten by: United State Fire Insurance Company (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.
- Eligible Clients:** Only citizens or residents of the United States or Canada (except Quebec) will be offered TravelSafe policies. Organization agrees to not sell any policy after the client has departed on his/her trip. Only one policy will be sold per client per trip.
- Compliance With Law:** Organization is required to maintain any such insurance licenses if required by law in the state/province in which the Organization resides. Organization must report to TravelSafe 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 Certificates/Brochures 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 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 TravelSafe 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 TravelSafe or its Underwriters in any advertising (including electronic media) or product material or medium not prepared by TravelSafe, the Claims Administrator or Underwriters must be approved in writing by TravelSafe, the Claims Administrator or Underwriters.
- Indemnification:** Organization agrees to hold TravelSafe, the Claims Administrator 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.
- Commission Protection (Individual TravelSafe Plans Only):** 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 TravelSafe 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) Pre-Departure 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 Pre-Departure 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 herein, 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.
- 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 TravelSafe, the Claims Administrator 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 TravelSafe, the Claims Administrator 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 Chester Perfetto Agency, Inc. dba TravelSafe.**

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Authorized by TravelSafe Representative

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



**Submit By Fax**

Toll free at 800-303-6015



**Submit By Mail**

**TravelSafe**

**40 Commerce Drive, P.O. Box 7050,  
Wyomissing, PA 19610-6050**

## 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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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 the "Name" line 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									

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

Employer identification number									

### 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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<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.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### 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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

Last Name		First Name		Middle	
Social Security Number:		Date of Birth:			
Agency Name:		Tax ID#:			
Resident Address:		City	State	Zip	
Business Address:		City	State	Zip	
Business Phone:		Cell Phone:		Fax Number:	
E-mail:			Website:		
Agent's Signature:			Date:		

**Your signature above indicates that you authorize Trip Mate to release any pertinent information required in order for Fairmont Specialty to process the agent's appointment on behalf of United States Fire Insurance Company.**

Preferred Mailing Address:  Business  Resident

In the jurisdictions checked below, in which you will be representing Fairmont Specialty, please provide a copy of insurance license(s) for each jurisdiction where a license is required. If assigning commissions to an agency or corporation, please also provide a copy of the agency license (if applicable).

<input type="checkbox"/>	AL	<input type="checkbox"/>	AK	<input type="checkbox"/>	AZ	<input type="checkbox"/>	AR	<input type="checkbox"/>	CA	<input type="checkbox"/>	CO	<input type="checkbox"/>	CT	<input type="checkbox"/>	DE
<input type="checkbox"/>	DC	<input type="checkbox"/>	FL	<input type="checkbox"/>	GA	<input type="checkbox"/>	HI	<input type="checkbox"/>	ID	<input type="checkbox"/>	IL	<input type="checkbox"/>	IN	<input type="checkbox"/>	IA
<input type="checkbox"/>	KS	<input type="checkbox"/>	KY	<input type="checkbox"/>	LA	<input type="checkbox"/>	ME	<input type="checkbox"/>	MD	<input type="checkbox"/>	MA	<input type="checkbox"/>	MI	<input type="checkbox"/>	MN
<input type="checkbox"/>	MS	<input type="checkbox"/>	MO	<input type="checkbox"/>	MT	<input type="checkbox"/>	NE	<input type="checkbox"/>	NV	<input type="checkbox"/>	NH	<input type="checkbox"/>	NJ	<input type="checkbox"/>	NM
<input type="checkbox"/>	NY	<input type="checkbox"/>	NC	<input type="checkbox"/>	ND	<input type="checkbox"/>	OH	<input type="checkbox"/>	OK	<input type="checkbox"/>	OR	<input type="checkbox"/>	PA	<input type="checkbox"/>	RI
<input type="checkbox"/>	SC	<input type="checkbox"/>	SD	<input type="checkbox"/>	TN	<input type="checkbox"/>	TX	<input type="checkbox"/>	UT	<input type="checkbox"/>	VT	<input type="checkbox"/>	VA	<input type="checkbox"/>	WA
<input type="checkbox"/>	WV	<input type="checkbox"/>	WI	<input type="checkbox"/>	WY										

**Notice Regarding Background Checks**

Before our company may begin processing your appointment and/or license application, we are required by \*federal law to ensure that all agents and/or employees we wish to do business with are not convicted criminals or felons. \*(Criminal checks are based on the Violent Crime Control Act of 1994)

We will notify you if your background report results are unfavorable and we consequently decline your license appointment. In addition, you will be advised to discontinue submission of business to our company and/or service to any of our clients as well. In the event that the information reflected in the criminal report is incorrect, we will advise you of the protocol to appeal.

<b>For Office Use Only – To be completed by FS Underwriter authorizing the above appointment request.</b>					
Underwriter's Name			Underwriter's Signature		
Fairmont Specialty Relationship		<input type="checkbox"/>	Master Agent	<input type="checkbox"/>	Sub-agent
		<input type="checkbox"/>	Other (please explain below)		
Appointment requested for		<input type="checkbox"/>	Accident and Health	<input type="checkbox"/>	Property and Casualty
Appointing Company		<input type="checkbox"/>	US Fire Insurance Company	<input type="checkbox"/>	The North River Insurance Company
Underwriter's Comments					