



Producer Contracting Kit

Producer Contracting Checklist

Thank you for coming onboard with Point Comfort Travel (PCT); we're happy to have you as a partner, and excited to do business with you and your organization! This checklist is designed to simplify the process of getting you and your company up and running with PCT. Please return ALL of the following documentation so we can set you up in our system without delay:

- ✓ A signed copy of the **Point Comfort Travel Producer Agreement***
- ✓ A copy of all valid **agent and/or agency state insurance licenses+**
- ✓ A completed and signed **ACH Authorization Form***
- ✓ A completed and signed **IRS W-9 Form***

Customized and branded links to your own personalized online application pages will follow shortly. Let us know if you have any questions. We look forward to working with you.

** included in this kit*

+ supplied by Producer

PCT-PA25



Scan and send all completed forms to:
abard@pointcomfort.com

Or mail a copy to:

Producer Contracting
Point Comfort Travel
306 Prospect Street, Suite 100
Indianapolis, Indiana 46225



Producer Agreement

This Producer Agreement (this “Agreement”) is made between Point Comfort Group, Inc., d/b/a Point Comfort Travel, located at 306 Prospect Street, Indianapolis, Indiana 46225 (“PCT”), and the party named as Producer herein (“Producer”), and shall be effective as of the Effective Date set forth below. The parties agree as follows:

- 1. PCT Capacity.** The parties acknowledge that PCT acts as managing general under- writer and plan administrator for and on behalf of one or more insurance carriers (“its insurers”) with respect to the placement and administration of various individual, family and/or group short-term and/or renewable travel, accident, health, life and sickness insurance coverage effectuated by the issuance of insurance certificates or policies to eligible, qualified and approved applicants (“Policies”).
- 2. Producer License.** With respect to all jurisdictions in which Producer conducts its business and which require by rule or applicable law that Producer be duly licensed, authorized or qualified as an insurance agent, agency, or broker in order to lawfully transact insurance business as contemplated herein (“License Required Jurisdictions”), Producer represents and warrants to PCT: (a) that it is so duly licensed, authorized and qualified; (b) that it will maintain such license(s), authority(ies) and qualification(s) in active status and in good standing at all times this Agreement is in effect; and (c) that such license(s), authority(ies) and qualification(s) authorize(s) Producer to transact insurance business as contemplated herein in all such License Required Jurisdictions. The authorities granted by PCT to Producer under paragraph 3 of this Agreement shall only be effective: (i) in License Required Jurisdictions where Producer is duly licensed, authorized, and qualified by the appropriate regulatory agencies or governmental authorities, and (ii) in such other jurisdictions or foreign countries where no such license, authorization or qualification requirements apply.
- 3. Authority.** Upon execution hereof by the parties and continuing so long as this Agreement is in effect, PCT authorizes Producer to: (a) solicit applications for Policies and submit same to PCT for consideration, (b) collect initial required premiums thereon and remit same to PCT at the time of application if so requested by PCT, and (c) if requested by PCT, deliver issued Policies and related materials to eligible, qualified and accepted applicants (“Policyholders”).
All such premiums received by Producer shall be held in a fiduciary and trust capacity for the account of PCT and its insurers.

- 4. Limitation of Authority.** It is understood and agreed that Producer and its employees, agents and representatives shall have no authority to, and shall not under any circumstances: (a) approve applications for Policies; evaluate or accept risks for or on behalf of PCT or its insurers; pass upon the insurability of applicants or prospective Policyholders; or act for, speak for, or bind PCT or its insurers in any way; (b) make, alter, waive, amend, or modify in whole or in part any Policy or any application therefore, or waive, release, compromise or settle any of PCT's or its insurers' respective rights, remedies, conditions, limitations, exclusions or requirements thereunder; (c) collect or receive premiums or renewal premiums on Policies other than the premium required at the time of initial application if requested by PCT; (d) endorse, cash, negotiate, or deposit any checks or drafts payable to PCT or its insurers; (e) open any bank account or trust account on behalf of, for the benefit of, or containing the name of PCT or its insurers or any derivative thereof; (f) advertise or publish any matter or thing which uses any of the names, product names, trademarks, service marks, registered marks, designs or logos of PCT, its insurers or their respective subsidiaries, affiliates or related companies without the express prior written consent of PCT (granted or withheld in its sole discretion); (g) directly or indirectly induce, cause, or endeavor to induce or cause any other agent or broker independently contracted with PCT to terminate, default under, breach, or alter its producer contract with PCT; or induce, cause or endeavor to induce or cause any Policyholder to cancel, replace or lapse a Policy; or (h) do or perform any other act or thing relating to the Policies, premiums or applications except as expressly authorized herein.
- 5. Relationship.** The parties agree that Producer acts hereunder solely as an independent contractor and for its own account, and this Agreement does not create and shall not be deemed or construed to create an employer-employee, principal-agent, master-servant, partnership, representative, profit-sharing, or joint venture relationship of any kind between or among Producer (or any Sub-Producer) and PCT or its insurers. All acts, omissions, and statements made or undertaken by Producer in pursuit of the authorities granted herein are made and undertaken by Producer for its own account and/or as agent and representative of the applicant, prospective applicant, or Policyholder. This Agreement is not exclusive, and nothing in this Agreement precludes any party from contracting with any other person or entity for any purpose.
- 6. Reciprocal Indemnity.** Producer agrees to indemnify and hold PCT and its insurers harmless from any and all claims, penalties, fines, actions, losses, damages, costs and expenses (including attorneys' fees) (collectively, "Claims") incurred or suffered by or assessed against PCT or its insurers arising out of or resulting from any default or breach by Producer hereunder. Likewise, PCT agrees to indemnify and hold Producer harmless from any and all Claims incurred or suffered by or assessed against Producer arising out of or resulting from any default or breach by PCT hereunder.
- 7. Service.** Producer agrees to become informed of the terms, conditions, limits, exclusions and benefits ("Terms") of each Policy for which Producer solicits applications hereunder, as the same may be amended or modified from time to time by PCT and/or its insurers in their sole discretion, and to represent and disclose such Terms fully, truthfully and accurately to all applicants, prospective applicants, and Policyholders.

- 8. Compliance.** Producer agrees to abide by PCT's reasonable administrative procedures and guidelines as disclosed to Producer from time to time.
- a. Producer will comply with all laws and regulations imposed by applicable regulatory and governmental authorities.
 - i. Producer will notify PCT within ten (10) days of receipt of any complaints, lawsuits, orders, administrative proceedings, licensure matters, and other inquiries received from such authorities or from Policyholders relating to applications solicited and/or Policies placed by or through Producer hereunder; and,
 - ii. Producer will cooperate with PCT in making timely and appropriate responses.
 - b. Producer agrees to maintain adequate procedures in place to prevent bribery and corruption which may arise in the course of its business and not commit, authorize or permit any action which would contravene any bribery or other anti-corruption laws or regulations in force, and will immediately notify PCT if it suspects such improper activity has or may take place.
 - c. Producer shall maintain Errors and Omissions insurance for at least the state-required minimum for their jurisdiction.
- 9. Compensation.** PCT will pay commissions to Producer as provided in the attached Compensation Schedule(s) on any premiums received for Policies issued on applications solicited and submitted by Producer under this Agreement and accepted by PCT, which commissions will be payment in full for all services performed and expenses incurred by Producer and will be subject to charge-back and/or reimbursement with respect to any Policies subsequently rescinded, replaced or cancelled. PCT reserves the right: (a) to accrue and defer, on an annual basis, payment of commissions until a minimum of \$50.00 becomes due, and (b) to modify or amend the Compensation Schedule(s) in its sole discretion at any time and/or from time to time upon 60 days advance written notice to Producer, whereupon the modified or amended Compensation Schedule(s) will supersede and replace any prior Compensation Schedule(s) and will then be controlling under this Agreement. However, no such modification or amendment will apply to the then-issued Policies for which PCT has previously accepted premiums.
- 10. Accounting.** PCT will provide Producer monthly statements of commissions payable hereunder, which statements will be deemed approved and accepted by Producer and shall be final and binding unless PCT receives written objection thereto within 90 days of mailing the same to Producer's last known address. If PCT or its insurers cancels, rescinds or terminates a Policy and refunds premiums previously paid, any commissions previously paid or credited to Producer on the amount refunded will be repaid or re-credited to PCT by Producer, or may be deducted or offset by PCT against any commissions thereafter payable to Producer. induces or causes any Policyholder to cancel, replace or lapse a Policy;

11. Termination. This Agreement and the authorities granted to Producer hereunder will terminate:

- a. for cause, immediately upon notice by PCT to Producer, if Producer or any of Producer's employees, agents, or representatives:
 - i. misappropriates funds from any applicant or Policyholder or from PCT or its insurers;
 - ii. induces or causes any other agent or broker independently contracted with PCT to cancel or breach its contract with PCT or to otherwise leave its services, or induces or causes any Policyholder to cancel, replace or lapse a Policy;
 - iii. interferes with the collection of renewal premiums;
 - iv. engages in any fraudulent, dishonest, defamatory, deceptive or unlawful act or omission, which could or tends to negatively impair the reputation or goodwill of PCT or its insurers;
 - v. is adjudged a bankrupt or executes a general assignment for the benefit of its creditors; or
 - vi. materially breaches or defaults hereunder, or otherwise acts or fails to act in a manner that could or does prejudice materially the rights or interests of PCT or its insurers;
- b. on the date that Producer, PCT or its insurers cease ongoing business operations, is liquidated or dissolved, or is otherwise adjudged by regulatory or judicial authorities to no longer be a validly existing or legally operating entity; and/or
- c. in the event of any order of suspension, revocation or termination of Producer's, PCT's or its insurers' respective license, or any order to cease or desist business operations hereunder.
- d. Notwithstanding the foregoing, this Agreement may be terminated by either party, for any or no reason, with or without cause by giving the other party at least 30 days advance written notice.
- e. Upon termination of this Agreement, any indebtedness then owed by either party to the other will become immediately due and payable; provided, however, that if this Agreement is terminated by PCT under paragraphs 11(a)(i)-(vi), regardless of what the Compensation Schedule(s) might provide, no compensation of any kind shall thereafter be payable to Producer by PCT with respect to premiums received thereafter, including compensation that would otherwise be considered vested compensation.

12. Effective Date. The Effective Date of this Agreement is the date this Agreement is signed by both parties below and PCU has received the following:

- a. Completed W-9 (for US-based Producers), and
- b. Copy of home state insurance license issued to the Producer.

13. Waiver. Waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any prior, concurrent, or subsequent breach. None of the provisions of this Agreement shall be considered waived by any party except when such waiver is given in writing.

Full legal name of Producer (the party to whom commissions will be paid)	
Mailing Address	Street Address (if different from Mailing Address)
Telephone number:	
Fax number:	
Email:	
Website .url:	

Signature of Producer:	Signature of PCT Agent:
By:	By:
(Authorized Signature - above)	(Authorized Signature - above)
(Printed Name/Title - above)	(Printed Name/Title - above)
(Date - above)	(Date - above)

For PCT use only:
PCT Producer Agreement Number:



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Compensation Schedule

Attaching to and forming PCT Agreement Number: _____

Compensation equal to the percentages shown applied to premiums received (net of taxes, fees and other charges, if any) on Policies placed in force under this Producer Agreement shall be paid to Producer.

PRODUCT	COMMISSION %
Triptime – Individuals	
Triptime – Group	
Triptime – Group (+\$10,000 Premium)	
All Other PCT Products	

For Overriding Producer Use Only:

This Producer is a Sub-Producer for:

Parent Producer Name:

Parent Producer Telephone:

Parent Producer Email:

Parent Producer Address:

Parent Producer Number:

For PCT use only:

Approved by:

Date:

Producer number:



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ACH Authorization Form

Individual or Company Name

Individual or Company Address

On behalf of the above-named individual or company, I (we) hereby authorize POINT COMFORT TRAVEL to initiate entries to my (our) checking/savings account at the financial institution listed below. This authority will remain in effect until POINT COMFORT TRAVEL is notified by me (us) in writing to cancel it in such time as to afford POINT COMFORT TRAVEL and the financial institution listed below a reasonable opportunity to act on it.

Name of Financial Institution:

Address of Financial Institution:
(Branch, City, State & Zip)

Routing number:

Checking/savings acct. number:

Signature

Title

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign Here	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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.