



TERMS AND CONDITIONS

THIS IS NOT AN INSURANCE CONTRACT.

This is not an Automobile Physical Damage or Automobile Liability insurance contract.

Your Membership contains **Our** 24 hour emergency road service telephone number for **You** to call when **Your Vehicle** is disabled. When arranging for Roadside Assistance, please call 1-800-745-5791 and reference **Your** Producer Code, Member Number and Plan Letter located on the signature page. If your membership was purchased at the time of your tax preparation, your signature can usually be found in you tax folder stapled along with your tax return. If you need assistance locating your **Your** Producer Code, Member Number and Plan Letter, please call Toro Taxes customer service line at 1-800-TORO-TAX.

You will not be required to pay any additional fee or sum in addition to the Membership Fee when **Your** service is for a tow up to fifteen (15) miles or other covered service listed below.

You are entitled to one (1) covered service within a seventy-two (72) hour period. Covered services not obtained through **Us** are limited to a maximum reimbursement amount of fifty dollars (\$50).

Towing - Up to fifteen (15) miles at no out of pocket expense to **You**. Additional mileage is available and will be negotiated prior to sending out a service vehicle. Additional mileage is to be paid by **You** directly to the service provider at the time of service.

Mechanical First Aid: Any minor adjustment that a dispatched service provider might perform to allow **Your Covered Vehicle** to proceed safely under its own power.

Tire Service: Includes changing a flat tire with **Your** good spare.

Battery Service: Jumpstart or boost a dead battery.

Delivery Service: Including gasoline, water, oil, or any supplies necessary to send **Your Covered Vehicle** on its way. **You** are responsible for the actual cost of fluid and/or supplies delivered.

Lockout Services: **We** will send a locksmith if **You** are accidentally locked out of **Your Vehicle**. Access to passenger compartment only.

Limit: No more than five (5) service calls within twelve (12) month(s).

RENTAL REIMBURSEMENT

You will be reimbursed for automobile rental expenses incurred if repair work to the **Covered Vehicle** is necessitated by reason of an accident with another vehicle which occurred while this Membership is in effect. Reimbursement for Auto Rental shall be for an amount of up to fifteen dollars (\$15) a day for up to five (5) days during each membership period. For each occurrence, eligibility for reimbursement shall not commence until the second (2nd) day of such auto rental. If **You** are reimbursed by any insurance carrier, **We** are not responsible to reimburse **You**. Please be advised that **We** will only reimburse during the repair period and **We** cover the rental reimbursement only (this does not include taxes, insurance or any other surcharges which may be incurred at the time of rental). It is hereby agreed and understood that this Membership will be excess of any other valid and/or collectables coverage's.

Claim Procedures: **You** must call **Us** at 888-684-9327, Monday through Friday, 9 am - 5 pm eastern time, within sixty (60) days of the incident. **You** will be provided with a claim form which **You** must complete and send back to **Us** along with the following: (a) police report; (b) original receipted bill from licensed auto rental agency; (c) receipted bill from repair service showing repaired car was released to **You**; (d) repair estimate from repair facility; (e) statement from the auto dealer showing that the repairs were made, the date the car came in for repair, and the date the car was released to **You**; (f) any other documentation that **We** reasonably request. **We** will only reimburse **You** for rental expenses that were incurred during the reasonable repair period.

Our Right to Recover Payment: If **We** make a payment under this Membership and **You** have the right to recover damages from another, **You** must: (a) Hold in trust for **Us** the proceeds of the recovery; (b) Reimburse **Us** to the extent of **Our** payment; and (c) Not prejudice **Our** rights to recover.

ADDITIONAL BENEFITS

Theft Hit & Run Protection: We will pay a person, (excluding **Member** or **Member's** family) five hundred dollars (\$500) for information leading to the arrest and conviction of a person for the theft of a **Your Covered Vehicle** or tagged valuable articles.

Rental Car Discounts: **You** may access car rental discounts for:

NATIONAL (1-877-222-9058 ID# XZ41148 PIN# NSD);

THRIFTY (1-800-367-2277 ID# 0010027892); and

ENTERPRISE (1-800-736-8222 ID# XZ41148 PIN# NSD)

Concierge Benefits: **You** may contact **Our** Concierge center at 1-855-963-1683, and give the producer code number listed on the signature page of this Agreement, twenty four (24) hours a day / seven (7) days a week, to speak with a representative who will assist **You** with the following concierge services:

- a) Emergency message relays to family friends or co-workers;
- b) Hotel and rental car availability;
- c) ATM locations;
- d) Locate medical facilities;
- e) Theme park and local attraction information;
- f) Restaurant locations;
- g) Movie schedules and locations;
- h) Directional assistance;
- i) Traffic alerts; and
- j) Sport scores.

Please note: Services provided are for informational purposes ONLY. **You** are responsible for making any/all payment arrangements and for setting up benefits that require additional billing, such as the actual cost of hotel rooms, rental cars, etc. Payment is to be made directly by **You** to the providers, vendors or establishments.

- **You, Your, Member** means the individual(s) listed in the registration section of this Membership;
- **We, Us or Our** means the Provider/Administrator of the Motor Club benefits and services;
- **Covered Vehicle** means the vehicle(s) listed in the registration section of this Membership;
- All benefits are available to **You** up to **Your** benefit limit, as described throughout this Membership, without any additional payments. **You** are responsible for any non-covered expenses;
- **Your** Membership begins on the Effective Date as shown above and continues until the Expiration Date, unless cancelled.
- All of the benefits and services of **Your** Motor Club Membership are described herein and are applicable throughout the United States, Canada and Puerto Rico;
- All services and benefits are Administered through Nation Safe Drivers, LLC. dba Nation Safe Drivers located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. **In**

California: All services and benefits are Administered through Nation Motor Club, LLC. located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. California Motor Club Permit Number: 5157-3.

In Alabama, Alaska, Utah and Virginia: All services and benefits are Administered through Nation Safe Drivers Services, Inc.;

- For Customer Service please contact the Administrator at 800-338-2680, Monday through Friday, from 8:30 am - 5 pm eastern time;
- All claims must be reported to the Administrator at 800 Yamato Road, Suite 100, Boca Raton, FL 33431; 888-684-9327;

- **You** have the right to file a complaint by submitting a written complaint to **Our** Customer Service Department at 800 Yamato Road, Suite 100, Boca Raton, FL 33431 or by calling 1-800-338-2680, Monday through Friday, from 8:30 am - 5 pm eastern time;
- **You** may obtain a full copy of **Our** company's privacy notice by sending a written request to the Administrator, Attention: Privacy Notice Department, 800 Yamato Road, Suite 100, Boca Raton, Florida 33431.

EXCLUSIONS

This Membership does not cover the following: a) Any violation of motor vehicle or traffic laws relating to the operation of a motor vehicle; b) Driving under the influence of intoxicating liquors, narcotics or psychedelic drugs; c) Driving without a valid operator's permit, or leaving the scene of an accident without disclosing identity, or failing to stop to ascertain injury and lend assistance (i.e. hit and run); d) When any motor vehicle is operated without permission of the owner thereof; e) Service for trucks in excess of one ton chassis, busses, trailers, tractors, or vehicles of dual wheel class; f) Any service requiring removal of snow or ice from or around **Your Covered Vehicle(s)**, or from any driveway or premises, or street, highway or parking area; g) Gas/credit card receipts are not accepted; h) Reimbursement sought for any bill which, in **Our** opinion appears to be false or fraudulent, and not for the claimed services; i) Any parts of the **Covered Vehicle**, rental battery or return of rental battery. Supplies or accessories furnished by garage or service station shall be at the sole expenses of the **Member**; j) All repairs and material used in repairing flat tire, or services requiring more than one trip by garage or service station shall be at the sole expense of the **Member**; k) By being involved in any traffic accident or any accident involving a motor vehicle in which a Police Traffic Accident Report is not filed or made a matter of record; l) In which **You** or any person intentionally causes damage to the **Covered Vehicle**; drives in any competition, race or speed contest or in preparation for same; or causes any accident while committing or attempting to commit a felony or other illegal act including but not limited to fleeing from police; m) Due to war or any warlike act, whether war is declared or not, terrorism, acts of God or vandalism.

CANCELLATION

If this Membership is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Membership after the first thirty (30) days, **You** will be refunded by the Administrator on a prorated basis, less a cancellation fee of fifty (\$50) dollars (\$50) and the amount of any claims paid or payable. All cancellation requests must be submitted in writing to the Administrator and signed by **You**.

TRANSFER

This Membership cannot be transferred.

STATE PROVISIONS

The following state specific requirements apply if **Your** Membership was purchased in one of the following states:

ARKANSAS

The Our Right to Recover Payment section is modified as follows: If **We** make a payment under this Membership and **You** have the right to recover damages from another, **You** must: (a) Hold in trust for **Us** the proceeds of the recovery; (b) Reimburse **Us** to the extent of **Our** payment; and (c) Not prejudice **Our** rights to recover. **We** will be entitled to recovery only after **You** have been fully compensated for the loss sustained.

CALIFORNIA

The Theft Reward benefit is replaced in its entirety by the following: **We** will pay a person, (excluding **Member's** family or relatives) five hundred dollars (\$500) for information leading to the arrest and conviction of a person for the theft of a **Member's Covered Vehicle(s)**. The Cancellation section of this Membership is replaced in its entirety by the following: If this Membership is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price. If **You** cancel this Membership after the first thirty (30) days, the amount of the refund will be prorated based on the number of days remaining on the contract term. The refund will be payable to **You** or the Lienholder when financing has been provided for the Membership. All cancellation requests must be submitted in writing to the Administrator and signed by **You**. **Whether this Agreement is cancelled by You or the Administrator, a cancellation fee or the amount of claims incurred or paid will not be deducted from any returned premiums. Other Offices:** Nation Motor Club, LLC., 818 West Seventh Street, Los Angeles, CA 90017

LOUISIANA

The Cancellation section of this Membership is replaced in its entirety by the following: If this Membership is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price. If **You** cancel this Membership after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of twenty five dollars (\$25). All cancellation requests must be submitted in writing to the Administrator and signed by **You**.

MARYLAND

The Cancellation section of this Membership is replaced in its entirety by the following: If this Membership is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price. If **You** cancel this Membership

after the first thirty (30) days, **You** will be refunded on a prorated basis. All cancellation requests must be submitted in writing to the Administrator and signed by **You**.

Other Offices: Nation Motor Club, LLC., 351 West Camden Street, Baltimore, MD 21201; (410) 225-2995

MASSACHUSETTS

The Cancellation section of this Membership is replaced in its entirety by the following: If this Membership is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price. If **You** cancel this Membership after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of twenty five dollars (\$25). All cancellation requests must be submitted in writing to the Administrator and signed by **You**.

MISSISSIPPI

The Cancellation section of this Membership is replaced in its entirety by the following: If this Membership is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price. If **You** cancel this Membership after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of twenty five dollars (\$25). All cancellation requests must be submitted in writing to the Administrator and signed by **You**. **Other Offices:** Nation Motor Club, LLC., 645 Lakeland East Drive, Suite 101, Flowood, MS 39232

MONTANA

The Cancellation section of this Membership is replaced in its entirety by the following: If this Membership is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price. If **You** cancel this Membership after the first thirty (30) days, **You** will be refunded on a prorated basis. All cancellation requests must be submitted in writing to the Administrator and signed by **You**. **Other Offices:** Nation Motor Club, LLC., 208 North Broadway, Suite 313, Billings, MT 59404

NEVADA

The Cancellation section of this Membership is replaced in its entirety by the following: If this Membership is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price. If **You** cancel this Membership after the first thirty (30) days, **You** will be refunded on a prorated basis. All cancellation requests must be submitted in writing to the Administrator and signed by **You**. **Other Offices:** Nation Motor Club, LLC. dba Nation Safe Drivers, 311 South Division Street, Carson City, NV 89703 TB 10/14 Page 2 of 3

NEW MEXICO

The Cancellation section of this Membership is replaced in its entirety by the following: If this Membership is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price. If **You** cancel this Membership after the first thirty (30) days, **You** will be refunded on a prorated basis. All cancellation requests must be submitted in writing to the Administrator and signed by **You**. **Other Offices:** Nation Motor Club, LLC., 123 East Marcy, Santa Fe, NM 87501

NEW YORK

The Rental Reimbursement benefit in this Membership is not applicable.

OKLAHOMA

The Cancellation section of this Membership is replaced in its entirety by the following: This Membership can be cancelled by **You** or the Administrator at any time. **You** will be entitled to the unused portion of the amount paid for the Membership calculated on a prorated basis over the period of the contract, without any deductions. The refund will be payable to **You** or the Lienholder, where applicable. All cancellation requests must be submitted in writing to the Administrator and signed by **You**. **Other Offices:** Nation Motor Club, LLC., 1833 South Morgan Road, Oklahoma City, OK 73128

TENNESSEE

The Theft Hit & Run Protection benefit in this Membership is not applicable.

UTAH

The Cancellation section of this Membership is replaced in its entirety by the following: **You** may cancel this Membership within the first ten (10) days of the purchase date, if no claim has been made, and receive a full refund of the total Membership purchase price, less the applicable cancellation fee in the amount of fifty dollars (\$50). **We** may only cancel this Membership under the following grounds: (1) Material misrepresentation; (2) Substantial change in the risk assumed, unless the insurer should reasonable have foreseen the change or contemplated the risk when entering into the Membership; (3) Substantial breaches of contractual duties, conditions, or warranties attainment of the age specified as the terminal age for coverage. If this Membership is canceled due to non-payment, **We** will mail written notice of cancellation to **You** and will cancel **Your** Membership no sooner than at least ten (10) days after the delivery or first-class mailing of a written notice. If this contract is canceled for any of the reasons listed above, **We** will mail written notice of cancellation to **You** and will cancel **Your** Membership no sooner than thirty (30) days after the delivery or first-class mailing of a written notice. If the Administrator cancels this **Membership** at any time, **You** will be entitled to prorated refund of the **Membership** less a cancellation fee of fifty dollars (\$50). In general, if Administrator cancels this **Membership**, Administrator will mail to **You** written notice of cancellation at least thirty (30) days before the cancellation date. However, if

Administrator cancels this **Membership** within the first sixty (60) days after the **Membership** purchase date, Administrator will mail to **You** written notice of cancellation at least ten (10) days before cancellation date.

WISCONSIN

The Cancellation section of this Membership is replaced in its entirety by the following: If this Membership is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price. If **You** cancel this Membership after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of twenty five dollars (\$25). All cancellation requests must be submitted in writing to the Administrator and signed by **You**. **Other Offices:** Nation Motor Club, LLC., 8040 Excelsior Drive, Suite 200, Madison, WI 53717

WYOMING

The Cancellation section of this Membership is replaced in its entirety by the following: If this Membership is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price. If **You** cancel this Membership after the first thirty (30) days, **You** will be refunded on a prorated basis. All cancellation requests must be submitted in writing to the Administrator and signed by **You**. **Other Offices:** Nation Motor Club, LLC., 1712 Pioneer Avenue, Suite 200, Cheyenne, WY 82001