

THIS IS NOT AN INSURANCE CONTRACT NOR AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE POLICY AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW.



Security

HOME OFFICE
3200 W. Wilshire Blvd.
Oklahoma City, OK. 73116
1-800-227-6459

Operated by
Motor Club of America
Enterprises, Inc.

Automobile Service Contract Form No.UN-701-0415

AGREEMENT

In return for payment of the membership fee and subject to all terms of this contract, we agree with you as follows:

DEFINITIONS

Throughout this contract, "**you**" and "**your**" refer to the "**named Member**" shown on the Membership Card.

"**Member**" means **You**.

"**We**," "**us**," and "**our**" refer to Motor Club of America Enterprises, Inc., the company administering these services.

"**Auto**" means a self-propelled 4 wheel vehicle designed for use principally on public roads and which is one of the following types:

- a. A private passenger or station wagon type auto;
- b. A pick-up or panel truck.

"**Your covered auto**," when used in this contract, includes any auto you are using with the permission of the owner.

SECTION A - EMERGENCY ROAD SERVICE AND TOWING

We will pay the reasonable service charge of garage or service station whenever you are prevented from driving **your covered auto** because of a problem occurring on the road. See your membership card for instructions as to how to obtain service. Help will be sent to the location of **your covered auto** if it is in an area that is accessible to the service truck. If safe conditions permit, stay with **your covered auto** until service truck arrives.

We will pay the reasonable service charge to get **your covered auto** on its way but will not pay for any parts installed by the serviceman.

If the serviceman is not able to get **your covered auto** on its way within one half-hour of his arrival, you may have it towed to the nearest available garage. We will pay the reasonable charge for the tow but will not pay any additional charges if you request to be towed to somewhere other than the nearest garage.

If you cannot obtain service by using our toll-free number and must call a local garage, pay the garage or service station for the service performed, ask for the original receipted bill and send it to us within 90 days for reimbursement. We will reimburse you the reasonable charge for the service performed up to \$100.00; a second charge for the same disablement is not covered.

This service also includes:

- a. Replacing a flat tire with your inflated spare tire or towing **your covered auto** to the nearest garage if you don't have a spare tire;
- b. Opening locked doors.

SECTION B - LEGAL REPRESENTATION FOR MOVING TRAFFIC VIOLATIONS

I. If you are driving **your covered auto**, then our Provider Attorney will represent you in the court of original jurisdiction for non-criminal non-commercial covered moving violations subject to the following:

- a. **You MUST call 1-800-227-6459 to report the traffic violation within 3 days (72 hours) after receiving the citation.**

Please have your citation with you when you call. The call is logged, your membership is verified, and you will be asked to immediately send the following:

- Original citation or *legible* copy of both front and back of citation.
- Completed Power of Attorney Certificate.
- Statement of Fact regarding the incident.

- b. We must receive the above information **in full** in the home office **at least ten business days prior to your court**

date. When we receive the completed information, we will process and forward it to the Provider Attorney who will handle the case in the jurisdiction where it was received. If any problems develop, we will try to contact you. Keep in touch with us! Page 2/4

- c. **Be sure that we and your Provider Attorney have telephone numbers where you can be reached, or a message can be left and forwarded to you. It is very important to stay in touch with us and your Provider Attorney.**
- d. Contact us by phone 3-5 business days after your initial contact with us for your provider Attorney's name and number. The Provider Attorney will contact the court and take the necessary action to get you the best result possible. You should contact us for results 5 business days after your court date.
- e. The Provider Attorney will bill us for his coverable attorney fees. However, **you are responsible for any out-of-pocket expenses** such as **finest, fees, or other court costs. Call 1-800-227-6459.**
- f. If you choose to use your own attorney to represent you on a moving violation such as speeding, following too closely, or improper lane change, we will reimburse you up to \$200.00 for the cost of representation as follows: \$75.00 for a citation where no court appearance is necessary; \$150.00 where a court appearance is necessary to effect final disposition, or \$200.00 when an actual trial is required for final disposition. Coverage is for representation in the court of original jurisdiction.

- II. If you are driving your covered auto, then we will pay a Provider Attorney up to \$2000.00 to defend you against non-commercial covered charges of auto manslaughter, auto assault and battery, or vehicular homicide, provided you comply with I. a.) through e.) above. The maximum fees we will pay are as follows: \$250.00 for preliminary proceedings; after indictment, \$250.00 for each trial day. The maximum for preliminary proceedings and trial days is \$2,000.00.
- III. If **your auto** sustains damage as a result of an automobile accident, we will pay up to \$500.00 to retain an attorney to assist in the collection for such damages. Accident must be reported to the state or local police and a copy of the officer's report must be submitted with your claim.
- IV. If you receive personal injuries while driving or riding in an **auto** or as a result of being struck by an **auto** while walking, we will pay up to \$500.00 to retain an attorney to assist in the collection of compensation for any such personal injuries. Accident must be reported to the state or local police and a copy of the officer's report must be submitted with your claim.

SECTION C - REIMBURSEMENT FOR EMERGENCY TRAVEL OR LIVING EXPENSE

We will reimburse you for the following unexpected expenses incurred because **your covered vehicle** is disabled as a result of a collision with another vehicle or object.

- a. Rental of a replacement auto at the place of disablement while your covered vehicle is being repaired; or If the collision which caused the disablement occurs at least 50 miles or more from your residence:
- b. Commercial transportation at the place of disablement to continue to your destination or return home; or
- c. Local lodging and meals in the vicinity of the garage repairing **your covered auto**. This includes expenses for your spouse and children if they are traveling with you.

Reimbursement for b.) and c.) are limited to expenses incurred during the first 72 hours following the collision. Total reimbursement will not exceed \$500.00 per occurrence. Accident must be investigated by State or local police and a copy of the officers report must be submitted with your claim, as well as, billing from the repair facility showing the date your vehicle was released to you.

SECTION D - GUARANTEED ARREST BOND CERTIFICATE

The **Member** is authorized to request courts and public officers to accept our \$500.00 Arrest Bond Certificate printed on the Membership Identification Card. This Certificate guarantees the **Member's** appearance in court if the **Member** is arrested for a motor vehicle law violation. If the **Member** fails to appear, we will pay the fine up to \$500.00 but the **Member** must reimburse us.

Although this certificate will be accepted in many states, in some states Arrest Bond Certificates are not acceptable, and in other states they are accepted for lesser amounts than \$500.00. States accepting Arrest Bonds less than \$500.00 are Alabama \$300.00; Arizona \$300.00; Illinois \$160.00 for any single offense, or \$500.00 for multiple offenses arising out of the same occurrence; Arkansas, Colorado, Connecticut, Idaho, Iowa, Louisiana, Michigan, Mississippi, Nebraska, New Mexico, Ohio, Pennsylvania, Texas and Wisconsin \$200.00. No Arrest Bonds are acceptable in California.

SECTION E - \$25,000 POLICE BAIL BOND

We will pay for the cost of a bail bond up to 10% of the amount of the bond, up to a \$25,000.00 bond amount when you are involved in an auto accident while driving **your covered auto**. We will not be a surety on any bail bond, and only contract to pay a professional bail bondsman's fee. Bond fee will not be provided for any non-moving violation charged and specifically no bond will be provided when charged with:

- a. Illegally leaving the scene of an accident;
- b. An offense involving alcoholic beverages or the use thereof; drugs or the use thereof;
- c. Overweight, overlength, improper licenses, or no license, permits, tags or equipment;
- d. Delinquent or past due citations;

These bonds are for first appearance only and do not include Appeal Bonds, nor do they discharge member of financial responsibility for damages to others or their property.

SECTION F - STOLEN VEHICLE REWARD

We will pay a \$1,000.00 reward for information leading to the arrest and conviction of anyone stealing **your auto**. Reward will not be paid to you or any of your relatives.

SECTION G - FARM AND RANCH REWARD

We will pay a \$500.00 reward for information leading to the arrest and conviction of anyone stealing a **Member's** livestock, saddle and tack, trailers, or farm equipment. Reward will not be paid to you or any of your relatives.

SECTION H - CREDIT CARD PROTECTION

We will reimburse you for the financial loss which you sustain as the result of the loss or theft of your credit card(s) up to \$50.00 for each card registered with us at the time of the loss or theft. The aggregate we will pay for all cards lost or stolen shall not exceed \$1000.00. (Not available in Texas.)

SECTION I - TOURING AND TRAVEL SERVICES

We will furnish you with information, maps, itineraries of trips, and will make reservations for hotel, steamship, rail, air travel and automobile rental service.

SECTION J - DISCOUNT SERVICES

You are entitled to many discount services and benefits including but not limited to the following:

- a. Car rental discounts
- b. Discounted Hotel / Motel
- c. Dental referral network
- d. Eye care discounts
- e. Prescription drug savings and mail-order prescription service

See fulfillment kit for details. These discount services and benefits are provided by third parties and are subject to change without notice.

SECTION K - PERSONAL ACCIDENT INSURANCE

The **Member** is covered by a policy of insurance which pays benefits in case of injury, death or dismemberment as the result of an automobile accident. A certificate of insurance that explains the benefits provided by the policy will be given to the **Member** with this Membership Contract.

Coverage provided by Individual Assurance Company of Edmond, OK 73013.

SECTION L - WORLDWIDE TRAVEL ASSIST

The **Named Member** receives the **Travel Assist Program** which assists worldwide with issues such as:

- a. Medical Evacuation
- b. Medical Repatriation
- c. Non-Medical Repatriation
- d. Return of Remains
- e. Visit to Hospital
- f. Return of Child
- g. Return of Companion

See Travel Assist Description of Coverage for details.

CONTRACT AND TERRITORY

This contract applies only:

1. During the contract period which begins upon receipt of payment of your Membership fees and ceases immediately upon termination; and
2. Within the United States of America, excluding its territories or possessions and within Canada, except SECTION L which is applicable worldwide.

UNAUTHORIZED SERVICE

We will expect reimbursement for any service or benefit you receive that you are not entitled to under the provisions of this contract.

EXCLUSIONS

This contract will not cover the following:

1. When any auto is operated without permission of the owner.
2. Reimbursement for any bill which is false or fraudulent or has been submitted after 90 days from the date of service.
3. Service for commercial vehicles, vehicles being used for hire, trucks with a licensed load capacity in excess of one (1) ton, buses, trailers, tractors, or vehicles of dual wheel class.

4. Removal of snow or ice from or around **your covered auto**, or from any driveway or premises, or street, highway or parking area.
5. All parts of auto, rental battery, return of rental battery, supplies or accessories furnished by garage or service station, repairs to door locks, new keys, and opening of rear deck.
6. All repairs and materials used in repairing a flat tire, or a second trip by the garage for the same service call.
7. All repairs to skid chains and snow tires, balancing of snow tires, rotating of tires and dismounting of skid chains or snow tires.
8. Under Section B, D, and E, when any driver of the auto is charged with driving under the influence of intoxicating liquors, narcotics or psychedelic drugs; or does not have a valid operator's permit; or leaves the scene of the accident without disclosing his identity; or does not stop after hitting a person or object (hit and run driver).
9. Under Section B, all court costs, experts' fees, witnesses' fees, subpoenas, photographs, maps and fines.
10. Service for any incident occurring prior to the effective date and time.

TERMINATION

Non-Payment - If your Membership fee is not received within 30 days of the effective date, your Membership contract and all benefits will automatically terminate as of the effective date without further notice to you.

Request of Named Member - You can cancel this Membership by returning the contract and Membership Card to us along with a written notice advising us to cancel..

Request of Company - We can cancel this Membership by mailing you a written notice advising you when your Membership will be cancelled.

Return of Unearned Membership Fee - If you or we cancel your Membership, the unearned fee (cancellation date to expiration date) will be computed on a pro-rata basis. If you are entitled to a refund, it will be sent to you as soon as possible after the processing of the cancellation.

Excessive Service - The road service benefit is intended for use only in emergencies. Excessive use of this service usually indicates a vehicle in need of maintenance or repair. We can cancel your Membership if we consider your use of emergency road service excessive.

TERMS OF CONTRACT IN AGREEMENT WITH STATUTES

Terms of this contract that are in conflict with statutes of the State where issued are changed to agree with those statutes. You will not be required to pay any amount, in addition to the membership fee, for any of the services and benefits in this contract.

This Service contract is valid after it has been signed by our authorized representative.



Secretary



President

STATE EXCEPTIONS

1. In Virginia, Section D coverages provided by CNA, Phoenix, AZ 85020-3976.
2. In California, Section B and D coverages provided by CNA, Phoenix, AZ 85020-3976.

STATE REQUIREMENT

Motor Club Of America Enterprises, Inc. office in the state of Idaho is located at 2510 North Fourth Street, Coeur D'Arline, ID 83814
Phone 1-800-227-6459.

Motor Club Of America Enterprises, Inc. office in the state of Wyoming is located at 1720 Carey Ave, Cheyenne, Wyoming 82002
Phone 1-800-227-6459.