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



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-700-0415-NY

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 a private passenger or station wagon type auto or a pick-up or panel truck.
- "Additional vehicle", when used in this contract, includes vehicles of a dual wheel class, vehicles with a load capacity of 1 ton or greater, motorcycles, recreational vehicles, boat trailers, utility trailers, vehicle and implement trailers, livestock trailers, and fifth wheels you are using with the permission of the owner. It does not include semi-trucks or trucks with more than 2 axles.
- "Your covered auto," when used in this contract, includes any Auto you are using with the permission of the owner. "Your additional covered vehicle", when use in this contract, includes any Additional vehicle you are using with the
- permission of the owner. "Your covered vehicle", when used in this contract, includes Your covered auto or Your additional covered vehicle.
- "Provider Attorneys" are those attorneys that have agreed to provide the service referenced herein to our members.

SECTION A - EMERGENCY ROAD SERVICE AND TOWING

We will dispatch a service provider to the location of **your covered vehicle** when you are prevented from continuing to your destination because of a problem occurring on the road. Call the toll free number on your membership card to obtain service. Help will be sent to your location if it is in an area that is accessible to the service truck. If safe conditions permit, stay with your covered vehicle until the service truck arrives.

- a. 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 your covered auto towed to the destination of your choice up to 100 miles. We will pay the reasonable charge for the tow, but will not pay any additional charges if you request to be towed beyond the authorized distance.
- b. We will pay the reasonable service charge up to \$100.00 to get your additional covered vehicle on its way, but will not pay for any parts installed by the serviceman. If the serviceman is not able to get **your additional covered vehicle** on its way within one half-hour of his arrival, you may have your additional covered vehicle towed to the destination of your choice. You will be responsible for all cost in excess of \$100.00 for road side service and towing related to your additional covered vehicle.
- **c.** A second charge for the same disablement is not covered.
- d. If we cannot provide service through our contracted service providers due to one not being within a reasonable distance or because our provider is not authorized to operate on certain highways, you may find a service provider on your own, pay the service provider 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.
- This service also includes: 1. 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; 2. 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 jurisdiciton for non-criminal non-commercial covered moving violations subject to the following:
 - 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!
- 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 fines, fees, or other court costs. Call 1-800-227-6459.
- 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 a Provider Attorney up to \$500.00 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 a Provider Attorney up to \$500.00 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 - STOLEN VEHICLE REWARD

We will pay a \$5,000.00 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 D - 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 E - 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 aggregaate we will pay for all cards lost or stolen shall not exceed \$1,000.00.

SECTION F - 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 G - 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.

The **Member** is covered by policies of insurance which pay benefits in case of injury, death or dismemberment as the result of an 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 I - 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 as of the date and time indicated on your enrollment application and terminates immediately in the event of cancellation; and
- 2. Within the United States of America, excluding its territories or possessions and within Canada, except for SECTION I 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.
- 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, 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 occuring 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 without any deductions. If you are entitled to a refund, it will be sent to you as soon as possible after the processing of the cancellation.

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



This is a Certificate of Participation in Master Policy GTU-4379457 issued to

Motor Club of America Enterprises, Inc.

P.O. Box 20689, Oklahoma City, OK 73156-9932 Tel # 800-227-6459

Underwritten By: Individual Assurance Company, Life, Health & Accident (referred to as "We," "Our," "Ours")

<u>Eligibility:</u> The Named Member on all active MCA Total Security Platinum, MCA Total Security Gold, MCA Total Security and MCA Security Plus paid-to-date memberships in good standing of the Motor Club of America Enterprise, Inc. (referred to as "Motor Club").

Period of Coverage: All Eligible members are covered as long as their membership is in force and in good standing. Your coverage will end on the earlier of the date: 1) The Master Policy is terminated; 2) You are no longer eligible; or 3) The period ends for which your membership is paid.

Definitions: Accident means a sudden, unexpected and unintended, specific and abrupt event that occurs by chance at an identifiable time and place during the Policy term. Covered Accident means an Accident that results in a Covered Loss. Covered Loss means a loss which meets the requisites of one or more benefits, resulting from a Covered Injury, and for which benefits are payable under the Policy. Covered Injury means an Injury directly caused by accidental means which is independent of all other causes and results from a Covered Accident. Injury means a bodily Injury. You/Your means a person eligible under the Policy. Emergency Room means a trauma center or a special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or doctor's office. Hospital means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of in-patient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed doctors available at all times; 4) provides organized facilities for diagnosis, treatment and surgery; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing or section of a Hospital used as such; and is not a place for drug addicts, alcoholics, or the aged. Confined in a Hospital means a Hospital Stay of 24 or more consecutive hours as a registered resident bed-patient in a Hospital. Hospital Stay must meet the following: 1) be at the direction and under the care of a Doctor; 2) Begin within 30 days of a Covered Injury; 3) begin while Your coverage of this plan is in effect. Doctor means a licensed heath care provider acting within the scope of his or her license and rendering care or treatment to You that is appropriate for the conditions and locality. It does not include your immediate family or household.

Accidental Death or Dismemberment Benefit: We will pay the benefit shown below if Injury or death occurs due to a Covered Accident, 24 hours a day, anywhere in the world, subject to the limitations listed below. If Your Injury results in any of the following losses within 90 days after the date of the Covered Accident, We will pay the amount shown below for that loss. If multiple losses occur (such as the Loss of sight in Both Eyes and the Loss of One Foot), only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

Principal Sum: \$10,000

<u>Description of Loss</u>		Indemnity
Life; Both Hands; Both Feet; One Hand and One Foot, Sight of be Speech and Hearing; Loss of Use of Four Limbs	oth Eyes;	Principal Sum
Loss of Use of Three Limbs Loss of Use of Two Limbs Speech or Hearing; One Hand, One Foot, or Sight of one Eye One Hand and One Foot; Either Hand or Foot and Sight of One Eye	ye	3 / 4 Principal Sum 2 / 3 Principal Sum 1 / 2 Principal Sum 1 / 4 Principal Sum

The term "Loss" means, with regard to hands and feet, actual severance through or above wrist or ankle joint, and with regard to eyes, entire irrecoverable loss of sight. The term "Loss of Use" shall mean total paralysis of a limb or limbs which is determined by competent medical authority to be permanent, complete and irreversible.

Emergency Room Benefit: If You suffer an Injury resulting in a Covered Loss that requires Emergency Room Treatment for You, We will pay up to \$500 for the following Emergency Room outpatient treatments:

Ambulance Service to or from th	e Emergency Room	Up to \$100
Anesthetics		Up to \$100
X-Rays		Up to \$100
Emergency Room		Up to \$100
Casts and Splints		Up to \$100

This benefit will be paid for a maximum of four (4) visits for Emergency Room Treatment per Policy year.

In-Hospital Indemnity Benefit: If You suffer a Covered Injury resulting in a Covered Loss that requires You to be confined in a Hospital within 30 days of the Covered Injury, We will pay a daily benefit of \$150.00 per day for each day You are Confined in a Hospital up to a maximum of 365 days.

Exclusions and Limitations: We will not pay benefits for any loss or Injury that is caused by, or results from, either directly or indirectly: purposely self-inflicted Injury; suicide or attempted suicide; war or any act of war, whether declared or not; service in the military, naval or air service of any country; sickness, disease, or any bacterial infection except pus forming infections from an accidental cut or wound; travel or flight in any aircraft except as a passenger, riding in or on, boarding, or getting off any civilian aircraft with a current and valid standard category airworthiness certificate which is being operated by a pilot with current and valid medical certificate and a pilot certificate with proper rating to pilot such aircraft; pregnancy, including childbirth, but not including complications thereof; or contributed to, either directly or indirectly, by the Insured being intoxicated or under the influence of any controlled substance, unless such controlled substance was prescribed by a physician and taken in accordance with the prescribed dosage.

If You suffer more than one loss as a result of the same Accident, We will pay only one benefit, the largest benefit.

Claim Administration: The Cover Person or beneficiary, or someone on his or her behalf, must give us written notice within 90 days of the accident. The notice must name the Covered Person and the policy number GTU-4379457. Send the notice to Motor Club of America Enterprises, Inc., 3200 W Wilshire Blvd., Oklahoma City, OK 73116. We will send you the claimant Proof of Loss forms within 15 days after we get the notice. Written Proof of Loss must be sent to us within 90 day of the loss for all coverage.

Beneficiary Designation: Loss, if any, as respects accidental death of the Covered Member shall be payable to the beneficiaries as designated in writing by the Covered Member and on file with the Motor Club, or if none so designated, then the first surviving class of the following class of beneficiaries: 1) Spouse of Covered Member; 2) children equally, if living; 3) parents, equally, or to the survivor; 4) brothers or sisters equally, or to the survivor(s); 5) estate of the Covered Person. All other indemnities shall be payable to the Covered Person.

This is a brief description of the important features of the coverage. It is not a contract of insurance. The terms and conditions of coverage are set forth in GTU-4379457, issued to the Motor Club of America Enterprises, Inc. Coverage may not be available in all states or certain terms or conditions may be different if required by state law. Please keep this information as a reference. The Master Policy can be reviewed at the Motor Club's home office located at 3200 W Wilshire Blvd, Oklahoma City Ok 73116



This is a Certificate of Participation in Master Policy GTU-2621037 issued to

Motor Club of America Enterprises, Inc.

P.O. Box 21443 Oklahoma City, OK 73156-1443 Tel # 800-227-6459

Underwritten By: Individual Assurance Company, Life, Health & Accident (referred to as "We," "Our," "Ours")

Eligibility: The Named Member on all active MCA Total Security Platinum, MCA Total Security Gold, MCA Total Security and MCA Security Plus paid-to-date memberships in good standing of the Motor Club of America Enterprise, Inc. (referred to as "**Motor Club**"). who have elected Option A "Member Only" coverage, and are under age 70.

<u>Period of Coverage</u>: All Eligible members are covered as long as their membership is in force and in good standing. Your coverage will end on the <u>earlier of the date</u>: 1) The Master Policy is terminated; 2) You are no longer eligible; 3) The period ends for which your membership is paid; or 4) You reach age 70.

<u>Definitions:</u> Accident: means a sudden, unexpected and unintended event. Covered Accident: means an Accident that occurs while coverage is in force for a Covered Person and results in a loss or Injury covered by the Policy for which benefits are payable. This includes Injury sustained while the Covered Person is a passenger, riding in or on, boarding, or getting off any civilian aircraft with a current and valid standard category airworthiness certificate. The aircraft must be operated by a pilot with current and valid Medical certificate and a pilot certificate with proper rating to pilot such aircraft. Injury: means accidental bodily harm sustained by a Covered Person that results directly and independently from all other causes, from a Covered Accident. The Injury must be caused solely through external, violent and accidental means. All Injuries sustained by one person in any one Accident, including all related conditions and recurrent symptoms of these injuries, is considered a single Injury. You/Your: means a person insured under the policy.

24 Hour Benefit: We will pay the benefit shown below if Injury or death occurs due to a covered accident, 24 hours a day, anywhere in the world, subject to the limitations listed below. If Your Injury results in any of the following losses within 90 days after the date of the Covered Accident, We will pay the amount shown below for that loss. If multiple losses occur (such as the Loss of sight in Both Eyes and the Loss of One Foot), only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

Principal Sum: \$50,000

<u>Description of Loss</u>		<u>Indemnity</u>
Life; Both Hands; Both Feet; One Hand and One Foo	t, Sight of both Eyes;	Principal Sum
Speech and Hearing; Loss of Use of Four Limbs		
Loss of Use of Three Limbs		3 / 4 Principal Sum
Loss of Use of Two Limbs		2 / 3 Principal Sum
Speech or Hearing; One Hand, One Foot, or Sight of o	one Eye	1 / 2 Principal Sum
One Hand and One Foot; Either Hand or Foot and Sig		1 / 4 Principal Sum

The term "Loss" means, with regard to hands and feet, actual severance through or above wrist or ankle joint, and with regard to eyes, entire irrecoverable loss of sight.

The term "Loss of Use" shall mean total paralysis of a limb or limbs which is determined by competent medical authority to be permanent, complete and irreversible.

Exclusions and Limitations: We will not pay benefits for any loss or Injury that is caused by, or results from, either directly or indirectly: purposely self-inflicted Injury; suicide or attempted suicide; war or any act of war, whether declared or not; service in the military, naval or air service of any country; sickness, disease, or any bacterial infection except pus forming infections from an accidental cut or wound; travel or flight in any aircraft except as a passenger, riding in or on, boarding, or getting off any civilian aircraft with a current and valid standard category airworthiness certificate which is being operated by a pilot with current and valid medical certificate and a pilot certificate with proper rating to pilot such aircraft; pregnancy, including childbirth, but not including complications thereof; or contributed to, either directly or indirectly, by the Insured being intoxicated or under the influence of any controlled substance, unless such controlled substance was prescribed by a physician and taken in accordance with the prescribed dosage.

Claim Administration: The Cover Person or beneficiary, or someone on his or her behalf, must give us written notice within 90 days of the accident. The notice must name the Covered Person and the policy number GTU-2621037. Send the notice to Motor Club of America Enterprises, Inc., 3200 W Wilshire Blvd., Oklahoma City, OK 73116. We will send you the claimant Proof of Loss forms within 15 days after we get the notice. Written Proof of Loss must be sent to us within 90 day of the loss for all coverage.

Beneficiary Designation: Loss, if any, as respects accidental death of the Covered Member shall be payable to the beneficiary or beneficiaries as designated in writing by the Covered Member and on file with the Motor Club, or if none so designated, then the first surviving class of the following class of beneficiaries: 1) Spouse of Covered Member; 2) children equally, if living; 3) parents, equally, or to the survivor; 4) brothers or sisters equally, or to the survivor(s); 5) estate of the Covered Person. All other indemnities shall be payable to the Covered Person.

This is a brief description of the important features of the coverage. It is not a contract of insurance. The terms and conditions of coverage are set forth in GTU-2621037, issued to the Motor Club of America Enterprises, Inc. Coverage may not be available in all states or certain terms or conditions may be different if required by state law. Please keep this information as a reference. The Master Policy can be review at the Motor Club's home office located at 3200 W Wilshire Blvd, Oklahoma City Ok 73116.



This is a Certificate of Participation in Master Policy GTU-2621037 issued to

Motor Club of America Enterprises, Inc.

P.O. Box 21443 Oklahoma City, OK 73156-1443 Tel # 800-227-6459

Underwritten By: Individual Assurance Company, Life, Health & Accident (referred to as "We," "Our," "Ours")

<u>Eligibility:</u> The Named Member or Spouse on all active MCA Total Security Platinum, MCA Total Security Gold, MCA Total Security and MCA Security Plus paid-to-date memberships in good standing of the Motor Club of America Enterprise, Inc. (referred to as "**Motor Club**"), who have elected Option B "Member and Spouse" coverage, and are under age 70.

Period of Coverage: All Eligible members are covered as long as their membership is in force and in good standing. Your coverage will end on the earlier of the date: 1) The Master Policy is terminated, 2) You are no longer eligible; 3) The period ends for which your membership is paid; or 4) You reach age 70.

<u>Definitions:</u> Accident: means a sudden, unexpected and unintended event. Covered Accident: means an Accident that occurs while coverage is in force for a Covered Person and results in a loss or Injury covered by the Policy for which benefits are payable. This includes Injury sustained while the Covered Person is a passenger, riding in or on, boarding, or getting off any civilian aircraft with a current and valid standard category airworthiness certificate. The aircraft must be operated by a pilot with current and valid Medical certificate and a pilot certificate with proper rating to pilot such aircraft. Injury: means accidental bodily harm sustained by a Covered Person that results directly, and independently from all other causes, from a Covered Accident. The Injury must be caused solely through external, violent and accidental means. All Injuries sustained by one person in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury. You/Your: means a person insured under the policy.

24 Hour Benefit: We will pay the benefit shown below if Injury or death occurs due to a covered accident, 24 hours a day, anywhere in the world, subject to the limitations listed below. If Your Injury results in any of the following losses within 90 days after the date of the Covered Accident, We will pay the amount shown below for that loss. If multiple losses occur (such as the Loss of sight in Both Eyes and the Loss of One Foot), only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

Principal Sum: \$25,000

Description of LossIndemnityLife; Both Hands; Both Feet; One Hand and One Foot, Sight of both Eyes;Principal SumSpeech and Hearing; Loss of Use of Four Limbs3 / 4 Principal SumLoss of Use of Three Limbs3 / 4 Principal SumLoss of Use of Two Limbs2 / 3 Principal SumSpeech or Hearing; One Hand, One Foot, or Sight of one Eye1 / 2 Principal SumOne Hand and One Foot; Either Hand or Foot and Sight of One Eye1 / 4 Principal Sum

The term "Loss" means, with regard to hands and feet, actual severance through or above wrist or ankle joint, and with regard to eyes, entire irrecoverable loss of sight.

The term "Loss of Use" shall mean total paralysis of a limb or limbs which is determined by competent medical authority to be permanent, complete and irreversible.

Exclusions and Limitations: We will not pay benefits for any loss or Injury that is caused by, or results from, either directly or indirectly: purposely self-inflicted Injury; suicide or attempted suicide; war or any act of war, whether declared or not; service in the military, naval or air service of any country; sickness, disease, or any bacterial infection except pus forming infections from an accidental cut or wound; travel or flight in any aircraft except as a passenger, riding in or on, boarding, or getting off any civilian aircraft with a current and valid standard category airworthiness certificate which is being operated by a pilot with current and valid medical certificate and a pilot certificate with proper rating to pilot such aircraft; pregnancy, including childbirth, but not including complications thereof; or contributed to, either directly or indirectly, by the Insured being intoxicated or under the influence of any controlled substance, unless such controlled substance was prescribed by a physician and taken in accordance with the prescribed dosage.

Claim Administration: The Cover Person or beneficiary, or someone on his or her behalf, must give us written notice within 90 days of the accident. The notice must name the Covered Person and the policy number GTU-2621037. Send the notice to Motor Club of America Enterprises, Inc., 3200 W Wilshire Blvd., Oklahoma City, OK 73116. We will send you the claimant Proof of Loss forms within 15 days after we get the notice. Written Proof of Loss must be sent to us within 90 day of the loss for all coverage.

Beneficiary Designation: Loss, if any, as respects accidental death of the Covered Member shall be payable to the beneficiary or beneficiaries as designated in writing by the Covered Member and on file with the Motor Club, or if none so designated, then the first surviving class of the following class of beneficiaries: 1) Spouse of Covered Member; 2) children equally, if living; 3) parents, equally, or to the survivor; 4) brothers or sisters equally, or to the survivor(s); 5) estate of the Covered Person. All other indemnities shall be payable to the Covered Person.

This is a brief description of the important features of the coverage. It is not a contract of insurance. The terms and conditions of coverage are set forth in GTU-2621037, issued to the Motor Club of America Enterprises, Inc. Coverage may not be available in all states or certain terms or conditions may be different if required by state law. Please keep this information as a reference. The Master Policy can be review at the Motor Club's home office located at 3200 W Wilshire Blvd, Oklahoma City Ok 73116.



This is a Certificate of Participation in Master Policy GTU-2621037 issued to

Motor Club of America Enterprises, Inc.

P.O. Box 21443 Oklahoma City, OK 73156-1443 Tel # 800-227-6459

Underwritten By: Individual Assurance Company, Life, Health & Accident (referred to as "We," "Our," "Ours")

Eligibility: The Named Member and Spouse, under age 70, and their unmarried dependent children from birth to 19 years of age, or 25 years if attending an accredited school or college on a full-time basis, and dependent upon the Member for their support and maintenance, on all active MCA Total Security Platinum, MCA Total Security Gold, MCA Total Security and MCA Security Plus paid-to-date memberships in good standing of the Motor Club of America Enterprise, Inc. (referred to as "Motor Club"), , who have elected Option C "Family" coverage.

<u>Period of Coverage</u>: All Eligible members are covered as long as their membership is in force and in good standing. Your coverage will end on the earlier of the date: 1) The Master Policy is terminated, 2) You are no longer eligible, or 3) The period ends for which your membership is paid; or 4) You reach age 70.

<u>Definitions:</u> Accident: means a sudden, unexpected and unintended event. Covered Accident: means an Accident that occurs while coverage is in force for a Covered Person and results in a loss or Injury covered by the Policy for which benefits are payable. This includes Injury sustained while the Covered Person is a passenger, riding in or on, boarding, or getting off any civilian aircraft with a current and valid standard category airworthiness certificate. The aircraft must be operated by a pilot with current and valid Medical certificate and a pilot certificate with proper rating to pilot such aircraft. Injury: means accidental bodily harm sustained by a Covered Person that results directly, and independently from all other causes, from a Covered Accident. The Injury must be caused solely through external, violent and accidental means. All Injuries sustained by one person in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury. You/Your: means a person insured under the policy.

24 Hour Benefit: We will pay the benefit shown below if Injury or death occurs due to a covered accident, 24 hours a day, anywhere in the world, subject to the limitations listed below. If Your Injury results in any of the following losses within 90 days after the date of the Covered Accident, We will pay the amount shown below for that loss. If multiple losses occur (such as the Loss of sight in Both Eyes and the Loss of One Foot), only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

Principal Sum: \$30,000 Member; \$15,000 Spouse; \$3,500 Child(ren)

Description of Loss

Life; Both Hands; Both Feet; One Hand and One Foot, Sight of both Eyes;
Speech and Hearing; Loss of Use of Four Limbs
Loss of Use of Three Limbs
Loss of Use of Two Limbs
Speech or Hearing; One Hand, One Foot, or Sight of one Eye
One Hand and One Foot; Either Hand or Foot and Sight of One Eye

Indemnity

Principal Sum
3 / 4 Principal Sum
2 / 3 Principal Sum
1 / 2 Principal Sum
1 / 4 Principal Sum

The term "Loss" means, with regard to hands and feet, actual severance through or above wrist or ankle joint, and with regard to eyes, entire irrecoverable loss of sight.

The term "Loss of Use" shall mean total paralysis of a limb or limbs which is determined by competent medical authority to be permanent, complete and irreversible.

Day Care Benefit: If the Named Member suffers loss of life in a covered accident, we will pay, in addition to all other benefits payable, a "Day Care Benefit" of \$1,500 a year for any dependent child who, on the date of accident, was enrolled in an accredited child care facility, or is enrolled within 90 days from the date of loss. The "Day Care Benefit" is payable annually for a maximum of four consecutive annual payments but only if the dependent child is under age 13 and remains enrolled in an accredited licensed child care facility.

Special Education Benefit: If the Named Member suffers loss of life in a covered accident, we will pay, in addition to all other benefits payable, a "Special Education Benefit" of \$1,500 per year for any dependent child who, on the date of the accident, is enrolled as a full time student in an institute of higher learning or any dependent child who, on the date of the accident, is at a 12th grade level and enrolls in an institute of higher learning within one year from the date of the accident. The "Special Education Benefit" is payable annually for a maximum of four consecutive annual payments as long as the dependent child remains enrolled full time in an institute of higher learning.

Spouse Retraining Benefit: If the Named Member suffers loss of life in an covered accident, we will pay, in addition to all other benefits payable, a "Spouse Retraining Benefit" for the actual cost incurred within 30 months of the date of death for any professional or trades training program in which such spouse has enrolled for the purpose of obtaining an independent source of support and maintenance, but not to exceed a maximum total payment of \$3,000.

Extended Family Benefits: If the Named Member suffers lose of life in a covered accident, insurance in force on the date of loss with respect to the spouse and dependent children is continued automatically at no further cost for a period of 365 days from the date of loss.

Exclusions and Limitations: We will not pay benefits for any loss or Injury that is caused by, or results from, either directly or indirectly: purposely self-inflicted Injury; suicide or attempted suicide; war or any act of war, whether declared or not; service in the military, naval or air service of any country; sickness, disease, or any bacterial infection except pus forming infections from an accidental cut or wound; travel or flight in any aircraft except as a passenger, riding in or on, boarding, or getting off any civilian aircraft with a current and valid standard category airworthiness certificate which is being operated by a pilot with current and valid medical certificate and a pilot certificate with proper rating to pilot such aircraft; pregnancy, including childbirth, but not including complications thereof; or contributed

to, either directly or indirectly, by the Insured being intoxicated or under the influence of any controlled substance, unless such controlled substance was prescribed by a physician and taken in accordance with the prescribed dosage.

<u>Claim Administration</u>: The Cover Person or beneficiary, or someone on his or her behalf, must give us written notice within 90 days of the accident. The notice must name the Covered Person and the policy number GTU-2621037. Send the notice to Motor Club of America Enterprises, Inc., 3200 W Wilshire Blvd., Oklahoma City, OK 73116. We will send you the claimant Proof of Loss forms within 15 days after we get the notice. Written Proof of Loss must be sent to us within 90 day of the loss for all coverage.

Beneficiary Designation: Loss, if any, as respects accidental death of the Covered Member shall be payable to the beneficiary or beneficiaries as designated in writing by the Covered Member and on file with the Motor Club, or if none so designated, then the first surviving class of the following class of beneficiaries: 1) Spouse of Covered Member; 2) children equally, if living; 3) parents, equally, or to the survivor; 4) brothers or sisters equally, or to the survivor(s); 5) estate of the Covered Person. All other indemnities shall be payable to the Covered Person.

to the survivor; 4) brothers or sisters equally, or to the survivor(s); 5) estate of the Covered Person. All other indemnities shall be payable to the Covered Person. This is a brief description of the important features of the coverage. It is not a contract of insurance. The terms and conditions of coverage are set forth in GTU-2621037, issued to the Motor Club of America Enterprises, Inc. Coverage may not be available in all states or certain terms or conditions may be different if required by state law. Please keep this information as a reference. The Master Policy can be review at the Motor Club's home office located at 3200 W Wilshire Blvd, Oklahoma City Ok 73116. This is a certificate of participation in a group accidental injury and death policy and is not motor vehicle liability insurance coverage.

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





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-702-0415-NY

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 a private passenger or station wagon type auto or 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. "Provider Attorneys" are those attorneys that have agreed to provide the service referenced herein to our members.

SECTION A - EMERGENCY ROAD SERVICE AND TOWING

We will dispatch a service provider to the location of **your covered vehicle** when you are prevented from continuing to your destination because of a problem occurring on the road. Call the toll free number on your membership card to obtain service. Help will be sent to your location if it is in an area that is accessible to the service truck. If safe conditions permit, stay with **your covered auto** until the service truck arrives.

- **a.** 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 **your covered auto** towed to the nearest servicing facility. We will pay the reasonable charge for the tow, but will not pay any additional charges, if you request to be towed to a location other than the nearest servicing facility.
- **b.** A second charge for the same disablement is not covered.
- **c.** If we cannot provide service through our contracted service providers due to one not being within a reasonable distance or because our provider is not authorized to operate on certain highways, you may find a service provider on your own, pay the service provider 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.
- d. This service also includes:
 - 1. 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;
 - 2. 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 jurisdiciton for non-criminal non-commercial covered moving violations subject to the following:
 - 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!
- 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 fines, fees, or other court costs. Call 1-800-227-6459.
- 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 a Provider Attorney up to \$500.00 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 a Provider Attorney up to \$500.00 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 - STOLEN VEHICLE REWARD

We will pay a \$5,000.00 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 D - 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 E - 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 aggregaate we will pay for all cards lost or stolen shall not exceed \$1,000.00.

SECTION F - 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 G - 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.

The **Member** is covered by a policy of insurance which pay benefits in case of injury, death or dismemberment as the result of an accident. A certificate of participation 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 I - 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 as of the date and time indicated on your enrollment application and terminates immediately in the event of cancellation; and
- 2. Within the United States of America, excluding its territories or possessions and within Canada, except for SECTION I 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.
- 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, 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 occuring 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 without any deductions. If you are entitled to a refund, it will be sent to you as soon as possible after the processing of the cancellation.

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



This is a Certificate of Participation in Master Policy GTU-4379457 issued to

Motor Club of America Enterprises, Inc.

P.O. Box 20689, Oklahoma City, OK 73156-9932 Tel # 800-227-6459

Underwritten By: Individual Assurance Company, Life, Health & Accident (referred to as "We," "Our," "Ours")

<u>Eligibility:</u> The Named Member on all active MCA Total Security Platinum, MCA Total Security Gold, MCA Total Security and MCA Security Plus paid-to-date memberships in good standing of the Motor Club of America Enterprise, Inc. (referred to as "Motor Club").

Period of Coverage: All Eligible members are covered as long as their membership is in force and in good standing. Your coverage will end on the earlier of the date: 1) The Master Policy is terminated; 2) You are no longer eligible; or 3) The period ends for which your membership is paid.

Definitions: Accident means a sudden, unexpected and unintended, specific and abrupt event that occurs by chance at an identifiable time and place during the Policy term. Covered Accident means an Accident that results in a Covered Loss. Covered Loss means a loss which meets the requisites of one or more benefits, resulting from a Covered Injury, and for which benefits are payable under the Policy. Covered Injury means an Injury directly caused by accidental means which is independent of all other causes and results from a Covered Accident. Injury means a bodily Injury. You/Your means a person eligible under the Policy. Emergency Room means a trauma center or a special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or doctor's office. Hospital means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of in-patient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed doctors available at all times; 4) provides organized facilities for diagnosis, treatment and surgery; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing or section of a Hospital used as such; and is not a place for drug addicts, alcoholics, or the aged. Confined in a Hospital means a Hospital Stay of 24 or more consecutive hours as a registered resident bed-patient in a Hospital. Hospital Stay must meet the following: 1) be at the direction and under the care of a Doctor; 2) Begin within 30 days of a Covered Injury; 3) begin while Your coverage of this plan is in effect. Doctor means a licensed heath care provider acting within the scope of his or her license and rendering care or treatment to You that is appropriate for the conditions and locality. It does not include your immediate family or household.

Accidental Death or Dismemberment Benefit: We will pay the benefit shown below if Injury or death occurs due to a Covered Accident, 24 hours a day, anywhere in the world, subject to the limitations listed below. If Your Injury results in any of the following losses within 90 days after the date of the Covered Accident, We will pay the amount shown below for that loss. If multiple losses occur (such as the Loss of sight in Both Eyes and the Loss of One Foot), only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

Principal Sum: \$10,000

<u>Description of Loss</u>		Indemnity
Life; Both Hands; Both Feet; One Hand and One Foot, Sight of be Speech and Hearing; Loss of Use of Four Limbs	oth Eyes;	Principal Sum
Loss of Use of Three Limbs Loss of Use of Two Limbs Speech or Hearing; One Hand, One Foot, or Sight of one Eye One Hand and One Foot; Either Hand or Foot and Sight of One Eye	ye	3 / 4 Principal Sum 2 / 3 Principal Sum 1 / 2 Principal Sum 1 / 4 Principal Sum

The term "Loss" means, with regard to hands and feet, actual severance through or above wrist or ankle joint, and with regard to eyes, entire irrecoverable loss of sight. The term "Loss of Use" shall mean total paralysis of a limb or limbs which is determined by competent medical authority to be permanent, complete and irreversible.

Emergency Room Benefit: If You suffer an Injury resulting in a Covered Loss that requires Emergency Room Treatment for You, We will pay up to \$500 for the following Emergency Room outpatient treatments:

Ambulance Service to or from th	e Emergency Room	Up to \$100
Anesthetics		Up to \$100
X-Rays		Up to \$100
Emergency Room		Up to \$100
Casts and Splints		Up to \$100

This benefit will be paid for a maximum of four (4) visits for Emergency Room Treatment per Policy year.

In-Hospital Indemnity Benefit: If You suffer a Covered Injury resulting in a Covered Loss that requires You to be confined in a Hospital within 30 days of the Covered Injury, We will pay a daily benefit of \$150.00 per day for each day You are Confined in a Hospital up to a maximum of 365 days.

Exclusions and Limitations: We will not pay benefits for any loss or Injury that is caused by, or results from, either directly or indirectly: purposely self-inflicted Injury; suicide or attempted suicide; war or any act of war, whether declared or not; service in the military, naval or air service of any country; sickness, disease, or any bacterial infection except pus forming infections from an accidental cut or wound; travel or flight in any aircraft except as a passenger, riding in or on, boarding, or getting off any civilian aircraft with a current and valid standard category airworthiness certificate which is being operated by a pilot with current and valid medical certificate and a pilot certificate with proper rating to pilot such aircraft; pregnancy, including childbirth, but not including complications thereof; or contributed to, either directly or indirectly, by the Insured being intoxicated or under the influence of any controlled substance, unless such controlled substance was prescribed by a physician and taken in accordance with the prescribed dosage.

If You suffer more than one loss as a result of the same Accident, We will pay only one benefit, the largest benefit.

Claim Administration: The Cover Person or beneficiary, or someone on his or her behalf, must give us written notice within 90 days of the accident. The notice must name the Covered Person and the policy number GTU-4379457. Send the notice to Motor Club of America Enterprises, Inc., 3200 W Wilshire Blvd., Oklahoma City, OK 73116. We will send you the claimant Proof of Loss forms within 15 days after we get the notice. Written Proof of Loss must be sent to us within 90 day of the loss for all coverage.

Beneficiary Designation: Loss, if any, as respects accidental death of the Covered Member shall be payable to the beneficiaries as designated in writing by the Covered Member and on file with the Motor Club, or if none so designated, then the first surviving class of the following class of beneficiaries: 1) Spouse of Covered Member; 2) children equally, if living; 3) parents, equally, or to the survivor; 4) brothers or sisters equally, or to the survivor(s); 5) estate of the Covered Person. All other indemnities shall be payable to the Covered Person.

This is a brief description of the important features of the coverage. It is not a contract of insurance. The terms and conditions of coverage are set forth in GTU-4379457, issued to the Motor Club of America Enterprises, Inc. Coverage may not be available in all states or certain terms or conditions may be different if required by state law. Please keep this information as a reference. The Master Policy can be reviewed at the Motor Club's home office located at 3200 W Wilshire Blvd, Oklahoma City Ok 73116

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





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-NY

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 a private passenger or station wagon type auto or 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. "Provider Attorneys" are those attorneys that have agreed to provide the service referenced herein to our members.

SECTION A - EMERGENCY ROAD SERVICE AND TOWING

We will dispatch a service provider to the location of **your covered vehicle** when you are prevented from continuing to your destination because of a problem occurring on the road. Call the toll free number on your membership card to obtain service. Help will be sent to your location if it is in an area that is accessible to the service truck. If safe conditions permit, stay with **your covered auto** until the service truck arrives.

- **a.** 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 **your covered auto** towed to the nearest servicing facility. We will pay the reasonable charge for the tow, but will not pay any additional charges, if you request to be towed to a location other than the nearest servicing facility.
- **b.** A second charge for the same disablement is not covered.
- **c.** If we cannot provide service through our contracted service providers due to one not being within a reasonable distance or because our provider is not authorized to operate on certain highways, you may find a service provider on your own, pay the service provider 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.
- d. This service also includes:
 - 1. 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;
 - 2. 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 jurisdiciton for non-criminal non-commercial covered moving violations subject to the following:
 - 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!
- 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 fines, fees, or other court costs. Call 1-800-227-6459.
- 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 a Provider Attorney up to \$500.00 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 a Provider Attorney up to \$500.00 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 - STOLEN VEHICLE REWARD

We will pay a \$5,000.00 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 D - 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 E - 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 aggregaate we will pay for all cards lost or stolen shall not exceed \$1,000.00.

SECTION F - 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 G - 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.

The **Member** is covered by a policy of insurance which pay benefits in case of injury, death or dismemberment as the result of an auto accident. A certificate of participation 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 I - 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 as of the date and time indicated on your enrollment application and terminates immediately in the event of cancellation; and
- 2. Within the United States of America, excluding its territories or possessions and within Canada, except for SECTION I 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.
- 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, 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 occuring 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 without any deductions. If you are entitled to a refund, it will be sent to you as soon as possible after the processing of the cancellation.

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



This is a Certificate of Participation in Master Policy GTU-4379457 issued to

Motor Club of America Enterprises, Inc.

P.O. Box 20689, Oklahoma City, OK 73156-9932 Tel # 800-227-6459

Underwritten By: Individual Assurance Company, Life, Health & Accident (referred to as "We," "Our," "Ours")

Eligibility: The Named Member on all active MCA Security paid-to-date memberships in good standing of the Motor Club of America Enterprise, Inc. (referred to as "Motor Club").

Period of Coverage: All Eligible members are covered as long as their membership is in force and in good standing. Your coverage will end on the earlier of the date: 1) The Master Policy is terminated; 2) You are no longer eligible; or 3) The period ends for which your membership is paid.

Definitions: Accident means a sudden, unexpected and unintended, specific and abrupt event that occurs by chance at an identifiable time and place during the Policy Definitions: Accident means a sudden, unexpected and unintended, specific and abrupt event that occurs by chance at an identifiable time and place during the Policy term. Covered Accident means an Accident that occurs anywhere in the world while you are a driver or passenger riding in or on, boarding, or getting off, a private passenger automobile that results in a Covered Loss. Covered Loss means a loss which meets the requisites of one or more benefits, resulting from a Covered Injury and for which benefits are payable under the Policy. Covered Injury means an Injury directly caused by accidental means which is independent of all other causes and results from a Covered Accident. Injury means a bodily Injury. You/Your means a person eligible under the Policy. Emergency Room means a trauma center or a special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or doctor's office. Hospital means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of in-patient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed doctors available at all times; 4) provides organized facilities for diagnosis, treatment and surgery; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing or section of a Hospital used as such; and is not a place for drug addicts, alcoholics, or the aged. Confined in a Hospital means a Hospital Stay of 24 or more consecutive hours as a registered resident bed-patient in a Hospital. Hospital Stay must meet the following: 1) be at the direction and under the care of a Doctor; 2) Begin within 30 days of a Covered Injury; 3) begin while Your coverage of this plan is in effect. Doctor means a licensed heath care provider acting within the scope of his or her license and rendering care or treatment to Y and rendering care or treatment to You that is appropriate for the conditions and locality. It does not include your immediate family or household.

Accidental Death or Dismemberment Benefit: We will pay the benefit shown below if Injury or death occurs due to a Covered Accident, 24 hours a day, anywhere in the world, subject to the limitations listed below. If Your Injury results in any of the following losses within 90 days after the date of the Covered Accident, We will pay the amount shown below for that loss. If multiple losses occur (such as the Loss of sight in Both Eyes and the Loss of One Foot), only one Benefit Amount, the largest, will be sent the same Covered Accident and Injury or death occurs and the same control and the s be paid for all losses due to the same Covered Accident.

Principal Sum: \$10,000 Description of Loss Indemnity

Life; Both Hands; Both Feet; One Hand and One Foot, Sight of both Eyes; Principal Sum

Speech and Hearing; Loss of Use of Four Limbs

Loss of Use of Three Limbs 3 / 4 Principal Sum Loss of Use of Two Limbs 2 / 3 Principal Sum Speech or Hearing; One Hand, One Foot, or Sight of one Eye 1 / 2 Principal Sum 1 / 4 Principal Sum

One Hand and One Foot; Either Hand or Foot and Sight of One Eye

The term "Loss" means, with regard to hands and feet, actual severance through or above wrist or ankle joint, and with regard to eyes, entire irrecoverable loss of sight. The term "Loss of Use" shall mean total paralysis of a limb or limbs which is determined by competent medical authority to be permanent, complete and irreversible.

Emergency Room Benefit: If You suffer an Injury resulting in a Covered Loss that requires Emergency Room Treatment for You, We will pay up to \$700 for the following Emergency Room outpatient treatments:

rgency Room	Up to \$100
	Up to \$100
	Up to \$100
• / / /	Up to \$100
	Up to \$100
	gency Room

This benefit will be paid for a maximum of four (4) visits for Emergency Room Treatment per Policy year.

In-Hospital Indemnity Benefit: If You suffer a Covered Injury resulting in a Covered Loss that requires You to be confined in a Hospital within 30 days of the Covered Injury, We will pay a daily benefit of \$150.00 per day for each day You are Confined in a Hospital up to a maximum of 365 days.

Exclusions and Limitations: We will not pay benefits for any loss or Injury that is caused by, or results from, either directly or indirectly: purposely self-inflicted Injury; suicide or attempted suicide; war or any act of war, whether declared or not; service in the military, naval or air service of any country; sickness, disease, or any bacterial infection except pus forming infections from an accidental cut or wound; travel or flight in any aircraft except as a passenger, riding in or on, boarding, or getting off any civilian aircraft with a current and valid standard category airworthiness certificate which is being operated by a pilot with current and valid medical certificate and a pilot certificate with proper rating to pilot such aircraft; pregnancy, including childbirth, but not including complications thereof; or contributed to, either directly or indirectly, by the Insured being intoxicated or under the influence of any controlled substance, unless such controlled substance was prescribed by a physician and taken in accordance with the prescribed dosage.

If You suffer more than one loss as a result of the same Accident, We will pay only one benefit, the largest benefit.

Claim Administration: The Cover Person or beneficiary, or someone on his or her behalf, must give us written notice within 90 days of the accident. The notice must name the Covered Person and the policy number GTU-4379457. Send the notice to Motor Club of America Enterprises, Inc., 3200 W Wilshire Blvd., Oklahoma City, OK 73116. We will send you the claimant Proof of Loss forms within 15 days after we get the notice. Written Proof of Loss must be sent to us within 90 day of the loss for all coverage.

Beneficiary Designation: Loss, if any, as respects accidental death of the Covered Member shall be payable to the beneficiary or beneficiaries as designated in writing by the Covered Member and on file with the Motor Club, or if none so designated, then the first surviving class of the following class of beneficiaries: 1) Spouse of Covered Member; 2) children equally, if living; 3) parents, equally, or to the survivor; 4) brothers or sisters equally, or to the survivor(s); 5) estate of the Covered Person. All other indemnities shall be payable to the Covered Person.

This is a brief description of the important features of the coverage. It is not a contract of insurance. The terms and conditions of coverage are set forth in GTU-4379457, issued to the Motor Club of America Enterprises, Inc. Coverage may not be available in all states or certain terms or conditions may be different if required by state law. Please keep this information as a reference. The Master Policy can be reviewed at the Motor Club's home office located at 3200 W Wilshire Blvd, Oklahoma City Ok