



**MWR Life Essentials  
Plan Terms & Conditions**

*This Contract is not a contract of insurance.*

The Terms & Conditions (“Terms”) for the Customer (“Member”) of Life Essentials Program (“Plan”) are entailed below. MWR Life (“Company”) is headquartered at 20801 Biscayne Blvd, Suite 308, Aventura, FL 33180. All Members of the Plan should read the terms of this Agreement carefully, and communicate any questions that arise to a service representative available by telephone Monday through Friday, from 9 a.m. to 5 p.m. ET at 888-536-1341.

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 In these Terms the following definitions shall apply:

Service Providers                      The business entities which will provide the Services offered under the Plan. The Company has entered into a marketing relationship with the Service Providers to market and sell their respective Services through the Plan. The Service Providers will provide different Services to the Member as described in these Terms;

Activation Date                         The date on which the Plan is activated by the Company;

1.2 By becoming The Member of the Plan, the Member agrees and bounds himself or herself to these Terms.

1.3 The Company reserves the right to change, modify, alter and / or update these Terms at any time with or without prior notice. Any aspect of the Services may be changed, updated, supplemented or deleted or discontinued (temporarily or permanently) at the sole discretion of the Company.

**2. SERVICES**

2.1 The Plan provides the following 8 Services of the different Service Providers to the Member.

- i.            24/7 Roadside Assistance
- ii.          24/7 Identity Theft Protection
- iii.         Legal Access Plus
- iv.          Financial Coaching
- v.           Tax Hotline
- vi.          Worldwide Emergency Air Medical
- vii.         24/7 Personal Assistant (Concierge Services)
- viii.        Personal Accident Coverage

2.2 The details of the Terms of Use of the above mentioned Services provided through the Plan are specified in Section 5 of these Terms.

2.3 To access the Services of the Plan, the Member must activate his/her Plan Membership by registering his/her personal information with the Company and paying the Membership Fee and monthly Plan Fee.

2.4 Each Service accessible through the Plan shall be provided by the Service Provider offering that particular Service. The Company is only a Marketing and Administrative Agent for each Service Provider, and provides administration services, including collection of monthly payments, to each Service Provider.

2.5 The Member will be able to access the Services by dialing the dedicated phone numbers, and the Company will appropriately direct the Member to the desired Service Provider.

**3. DELIVERY OF SERVICES**

3.1 The Member agrees that the Company is neither the owner nor the supplier of the Services that the Member may access through the Plan. The Member acknowledges that the Company is only acting as a Marketing and Administrative Agent for each Service Provider and that the contract for the purchase of each Service offered through the Program shall be between the Member and the Service Provider providing that particular Service.

3.2 The Member agrees that the Service Providers shall be solely and fully responsible and liable for the delivery and quality of any and all the Services provided by that Service Provider.

#### **4. PAYMENT, RENEWAL, CANCELLATION AND REFUND POLICY**

- 4.1 The membership of the Member will be activated within up to five (5) Days from the time of enrollment.
- 4.2 The Membership will renew monthly for a subsequent one (1) month Renewal Term. All services will cease upon non-renewal of the Plan.
- 4.3 The Company reserves the right, at its sole discretion, to modify the Membership Fee or the Monthly Fee at any time.
- 4.4 The Plan will be cancelled automatically in the event that The Member fails to make the payment for the Monthly Plan Fee on or before the Renewal Date. The Company reserves the right to cancel the Plan for any other reason it deems appropriate.
- 4.5 The Member shall have the option to cancel the Membership at any time by notifying the Company in writing or by email to [support@mwrlife.com](mailto:support@mwrlife.com).
- 4.6 If the Plan is cancelled within first three (3) days of Activation, the Member shall be entitled to a refund.
- 4.7 The Member agrees that the Company shall not be liable to the Member or any third party for any action taken by the Company under this Clause and the resultant termination of the Member's use of or access to any Service provided through the Plan.

#### **5. TERMS FOR THE USE OF THE SERVICES**

The Member agrees that he/she shall be bound at all times by the Terms of Use for each Service offered under the Plan. The details of the Services provided and a summary of the Terms of Use for each Service are provided in the following clauses.

##### **5.1 IDENTITY THEFT AND RECOVERY**

5.1.1 The Member shall be entitled to unlimited access to Fraud Resolution Specialists, including a limited Power of Attorney to assist the Member in the recovery.

5.1.2 The Member will also be entitled for a 60-minute consultation with a network attorney in order to get assistance regarding any legal needs resulting from being a victim of Identity Theft. The Member shall also be entitled to a 25% discount on the normal fees and charges of the legal network attorney.

5.1.3 Emergency Response Kit – By making a Call to the Fraud Resolution Specialist will activate this benefit, which includes a 7 step Fraud Resolution Emergency Response™ and also includes assisting Members with reporting fraud to: Credit Bureaus, Creditors, & Authorities.

5.1.4 Member shall be entitled to a total of \$25,000 Expense Reimbursement Insurance Coverage by AIG Inc. The short description of the applicable insurance coverage policy is given below:

- i. Up to \$25,000 per policy period towards Expense Reimbursement.
- ii. \$500 per week for a maximum of 4 weeks to covers Lost Wages.
- iii. Deductible \$100 per policy period.

For the avoidance of doubt it is made clear here that the total benefits under this service shall not exceed \$25,000 in any case whatsoever. Member agrees and acknowledges that the Identity Theft insurance provided here is underwritten by subsidiaries or affiliates of AIG Inc. The description of the insurance coverage in the above clause is only a summary and intended for informational purposes only and does not include all terms, conditions and exclusions of the policies described. The Member must read and agree with the actual policies for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions.

##### **5.2 ACCESS PLUS LEGAL**

5.2.1 LOCAL REFERRALS - Each member is entitled to one (1) initial 60-minute office or telephonic consultation on an unlimited number of separate legal matters per each separate issue, at no cost, with a network attorney. In the event that the member wishes to retain a participating attorney after the initial consultation, they will be provided with a preferred rate reduction of 25% from the attorney's normal hourly rate or fixed fee rate. Virtually all types of legal matters are eligible for these services.

5.2.2 24 HOUR EMERGENCY SERVICES – In the event of emergency members will have access to legal providers during afterhours and weekends. Typical matters include the Member being jailed or arrested. Members will be assisted with non-emergency issues next business day and during normal hours of operation.

5.2.3 WILL PREPARATION SERVICES– Members will get access to interactive Online Will Program that provides the Member resources to create his/her own will privately online. To build a Will the Member will need to select a Will Format and

follow all prompts with complete instructions on proper signing and witnessing. The Member will be able to download and print. The online program is a “self-help” service and does not involve an attorney or legal advice.

5.2.4 **MEDIATION** – Each member is entitled to one (1) initial sixty-minute office or telephone consultation per separate legal matter at no cost with a network mediator. In the event that the member wishes to retain a participating mediator after the initial consultation, they will be provided with a preferred rate reduction of 25% from the mediator’s normal hourly rate. Typical matters may include divorce & child custody, contractual & consumer disputes, real estate & landlord tenant, car accidents & insurance disputes, etc.

5.2.5 **ADDITIONAL SERVICES** - The following services will be available to members through participating network attorneys at the corresponding reduced fee:

- i. Defense of moving traffic violations - \$249
- ii. Assistance with a residential real estate closing (review & consultation of Title & lending documents) - \$299
- iii. The filing of an uncontested divorce - \$549
- iv. The filing of an uncontested adoption (resident state only) - \$499
- v. Preparation of Will with Simple Minor’s Trust - \$199
- vi. The development and assistance with funding a Revocable Living Trust - \$549

### 5.3 **FINANCIAL COACHING**

5.3.1 This Service grants the Member and his/her eligible family members access to top rated financial professionals. Member shall be entitled to receive the following benefits:

- i. **FINANCIAL CONSULTATIONS** - Each member is entitled to no cost telephonic consultation with staff model financial counselors pertaining to financial matters such as credit counseling, debt and budgeting assistance, tax-planning, retirement and college planning questions. These services shall be provided by seasoned financial professionals and licensed CPAs. The Member agrees that the duration of telephone consultations shall be limited to thirty (30) minutes per issue.
- ii. **TAX PREPARATION AND CONSULTATION COMPONENT** – The Member will be entitled to receive a 30-minute income tax planning related consultation per year on each separate tax issue he/she encounters. After the 30-minute free consultation the Member can purchase the services of the CPA for preparation of all personal income tax documents at a preferred rate reduction of 25% from the CPA’s normal fee.

### 5.4 **TAX HOTLINE**

5.4.1 The Member and his/her immediate family members receive unlimited, year round tax assistance from professionals, which include: Enrolled Agents, CPAs, Tax Experts and Former Tax Attorneys for personal or business tax needs. Tax Hotline professionals prepare corporate and/or personal tax returns for all 50 states and U.S. Territories with advice backed by a \$1 million liability policy.

5.4.2 Members can have access to expert tax advice conveniently and instantly by telephone through one-on-one consultations or/and can visit Tax Hotline’s website to access further information such as; budget calculators, tax tips, law changes, and other useful educational tools.

5.4.3 The Member agrees that the Tax Hotline’s products and services are not an insurance program. Thus Tax Hotline is not subject to insurance regulations and does not get involved in any type of investment questions. All services are educational, not directional. Tax Hotline will strictly and fully explain the ramifications and reasons why one may be experiencing taxation stress and describe possible outcomes. As The Member, your benefits include:

- i. Year-round, Unlimited Access to Tax Professionals
- ii. Free review of last year’s tax return
- iii. Research on complex tax issues
- iv. Free State and Federal Tax Returns
- v. \$60/Hour Corporate and Complex Tax Returns
- vi. Advice regarding IRS Audits and Notifications
- vii. Tax Tips for personal and small business owners (Sole Proprietors)
- viii. Explanation of Tax Law Changes

## 5.5 ROADSIDE ASSISTANCE

5.5.1 The Member and the immediate household members will be able to access the emergency roadside assistance by making a toll-free phone call.

5.5.2 The Member will receive the 24 hours a day and 7 days a week assistance, in a variety of cases including a flat tire, dead battery or locking up of keys in the car, in whole of United States, Canada, or Mexico. It is important to state here that Dispatch Service is not available in Mexico and currently there is only reimbursement.

5.5.3 The Member will also have access to additional benefits such as bail bonds, stolen vehicle reward, and reimbursement of attorney fees. This valuable program provides coverage up to \$100 per event if your vehicle becomes disabled and services are performed by a commercial garage, locksmith, or tow provider. The Member will be able to enjoy "sign & go" (no payment required) service, or use the service provider of his/her choice and submit the receipt for reimbursement.

5.5.4 Emergency Roadside Assistance services include Towing, Battery Jump Start, Lockout Services, Winching, Emergency Fuel Delivery, and Tire Change.

5.5.5 This program covers automobiles, single rear axle trucks, trailers (tire change only), and even motorcycles. The benefits available to the Members include:

- i. Towing
- ii. Bail Bonds. Up to a \$25,000 bond to release the Member when he/she is driving a vehicle and charged with a moving traffic law violation including speeding, negligent homicide, or manslaughter
- iii. Stolen Vehicle Reward. Provides a \$5,000 reward payable to the law enforcement agency or person responsible for information leading to the arrest and conviction of the thief when the Member's vehicle is stolen.
- iv. Attorney's Fee Reimbursement: Member will be reimbursed for expenses incurred to retain the attorney of his/her choice up to:
  - a) \$200 for a speeding charge or other moving traffic law violations
  - b) \$500 for filing to collect for injuries received in a multi-vehicle accident or damages when your vehicle is damaged by another vehicle
  - c) \$2,000 for charges of negligent homicide or manslaughter

5.5.6 The service does not provide coverage for the cost of a tire, battery, parts, gasoline or service while at an auto repair shop or service station, or towing to another location. Dirt bikes, ATVs, UTVs and Commercial vehicles are excluded from the Program Services. Benefits may vary by state and certain limitations and exclusions shall apply.

## 5.6 EMERGENCY AIR MEDICAL

5.6.1 This Service is provided by United Healthcare Global. The Member will receive the following MEDICAL EVACUATION & REPATRIATION SERVICES: services in case he / she suffer an injury or a sudden and unexpected illness:

- i. EMERGENCY MEDICAL EVACUATION: If the Member sustains an Injury or suffers a sudden and unexpected illness, and adequate medical treatment is not available in his/her current location, the Service Provider will arrange and pay for a medically supervised evacuation to the nearest medical facility that the Service Provider determines to be capable of providing appropriate medical treatment. The Member's medical condition and situation must be such that, in the professional opinion of the health care provider and United Healthcare Global, the Member shall require immediate emergency medical treatment, without which there would be a significant risk of death or serious impairment.
- ii. TRANSPORTATION TO JOIN A HOSPITALIZED PARTICIPANT: In case the Member is traveling alone and is or will be hospitalized for more than seven consecutive days due to a covered Illness or Injury, the Service Provider will coordinate and pay for economy round-trip airfare for a person of the Member's choice to join him/her.
- iii. RETURN OF DEPENDENT CHILDREN: If the Member's Dependent child(ren) age 18 or under are present but left unattended as a result of the Member's Injury or Illness, the Service Provider will coordinate and pay for one-way economy airfare to send them back to the Member's Home Country. Service Provider will also arrange and pay for the services and transportation expenses of a qualified escort, if required and as determined by United Healthcare Global.
- iv. TRANSPORTATION AFTER STABILIZATION: Following stabilization of the Member's condition and discharge from the hospital, United Healthcare Global will coordinate and pay for transportation to the Member's point of origin. Alternatively, United Healthcare Global will coordinate and pay for transportation to Member's Home Country if United Healthcare Global determines, at its sole discretion that the Member should return for continuing medical care. United Healthcare Global will also arrange and pay for a change to Member's existing return travel

arrangements if the change is required as a direct result of the Member's medical condition or treatment. All travel arrangements will be as necessitated by the Member's medical condition as determined by the physician treating the Member and United Healthcare Global. **Member agrees that all such arrangements shall be receivable only if they are coordinated and approved in advance by United Healthcare Global.**

- v. Repatriation of Mortal Remains: If the Member sustain an Injury or suffer a sudden and unexpected Illness that results in the Member's death, United Healthcare Global will assist in obtaining the necessary clearances for the Member's cremation or the return of the Member's mortal remains. United Healthcare Global will coordinate and pay for the expenses of the preparation and transportation of the Member's mortal remains to the Member's Home Country.

5.6.2 PROGRAM DEFINITIONS: The following definitions apply:

- i. "We," "Us," and "Our" means the United Healthcare Global.
- ii. "Participant" means a person validly enrolled for a United Healthcare Global program and for whom we have received the appropriate enrollment fee.
- iii. "You" and "Your" means the Participant.
- iv. "Dependent" means the Participant's legal spouse; the Participant's unmarried children from birth and under age 19, or under age 23 if enrolled as a full-time student in an accredited college, university, vocational or technical school; and children whose support is required by a court decree. Children include natural children, stepchildren and legally adopted children. They must be primarily dependent on the Participant for support and maintenance and must live in a parent-child relationship with the Participant. A spouse or child who is included under this program as a Participant will not be eligible as a Dependent.
- v. "Enrollment Period" means the period of time for which the Participant is validly enrolled for his/her United Healthcare Global program and for which United Healthcare Global has received the appropriate enrollment fee.
- vi. "Expatriate" means individual traveler whose trips exceed 90 consecutive days or whose travel exceeds 180 days in a 12-month period.
- vii. "United Healthcare Global Physician Advisors" mean physicians, retained by United Healthcare Global to provide Us with consultative and advisory services, including the review and analysis of the quality of medical care You are receiving.
- viii. "Home Country" means the country as shown on Your passport or the country where You have Your permanent residence.
- ix. "Host Country" means a country or territory You are visiting or in which You are living which is not Your Home Country.
- x. "Injury" means an identifiable accidental injury caused by a sudden, unexpected, unusual, specific event that occurs during Your Enrollment Period.
- xi. "Illness" means a sudden and unexpected sickness that manifests itself during Your Enrollment Period.
- i. "Natural Disaster" means an event occurring directly from natural cause, including but not limited to, earthquake, flood, storm (wind, rain, snow, sleet, hail, lightning, dust or sand), tsunami, volcanic eruption, wildfire or other similar event that results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Home or Host Country.

5.6.3 CONDITIONS AND LIMITATIONS:

- ii. The services described above shall be available to the Member only during the Member's Enrollment Period and only when the Member is outside his / her Home Country or 100 or more miles away from his / her permanent residence in the Member's Home Country.
- iii. In case the Member is an Expatriate, the Member will be eligible the services regardless of distance from his / her expatriate residence while outside of his / her Home Country.
- iv. **United Healthcare Global will only cover the transportation costs under the Medical Evacuation and Repatriation Services only if United Healthcare Global has given its prior approval or if those services are coordinated by United Healthcare Global.**
- v. United Healthcare Global shall have sole discretion in making the determination as to whether it will cover the cost of Emergency Medical Evacuations. United Healthcare Global decision will be based on medical considerations, including the opinions of the treating physicians, United Healthcare Global Physician Advisors and medical director of United Healthcare Global with respect to the Member's condition and ability to travel. United Healthcare Global will determine the appropriate method, destination, and timing of any evacuation. The destination will be the nearest facility capable of providing appropriate care, as determined by United Healthcare Global.

- vi. United Healthcare Global shall have the sole discretion in making the coverage determination for the Member's Transportation after Stabilization. United Healthcare Global determination will be based on the Member's need for continuing medical care. United Healthcare Global will not return the Member to his/her Home Country for the sole sake of Member's convenience. In the event United Healthcare Global is arranging transportation by commercial air under the Medical Evacuation and Repatriation Services, and the Member hold an original return airline ticket, United Healthcare Global may use that ticket and shall only be responsible for any applicable change fees.
- vii. United Healthcare Global shall only direct-pay any transportation costs under the Medical Evacuation and Repatriation Services to the transportation providers if approved by United Healthcare Global in advance.
- viii. United Healthcare Global shall not be responsible for the availability, quality, results of, or failure to provide any medical, legal or other care or service caused by conditions beyond its control. This includes Member's failure to obtain care or service or where the rendering of such care or service, including paid Medical Evacuations from Cuba, is prohibited by U.S. law, local laws, or regulatory agencies.
- ix. The Member's legal representative shall have the right to act for the Member and on Member's behalf if the Member is incapacitated or deceased.
- x. United Healthcare Global shall not be responsible for any costs or expenses arising from:
  - a) Hospital or medical expenses of any kind or nature unless those expenses are part of the Emergency Medical Evacuation or Transportation After Stabilization.
  - b) Member's traveling against the advice of a physician or traveling for the purpose of obtaining medical treatment.
  - c) Suicide, attempted suicide, or willful self-inflicted injury.
  - d) Taking part in military or police service operations.
  - e) The commission of, or attempt to commit, an unlawful act.
  - f) Initial transportation to local facilities, including ground ambulance fees
  - g) Injury or Illness caused by, resulting from, or contributed to by use of drugs or alcohol.
  - h) Pregnancies except in the case of a major, vital complication during the first two trimesters of pregnancy which presents a clear and significant risk of death or imminent serious injury or harm to the mother or fetus.
  - i) Mountaineering or rock climbing necessitating the use of guides or ropes, spelunking, skydiving, parachuting, ballooning, hang gliding, deep sea diving utilizing hard helmet with air hose attachment, racing of any kind other than on foot, bungee jumping, operating a vehicle when not properly licensed, or participating in professional sports unless otherwise agreed in writing by Us prior to Your Enrollment Period.
  - j) Medical Evacuation assistance directly or indirectly related to a Natural Disaster that precedes the Member's arrival.
  - k) Psychiatric, psychological, or emotional disorders
  - l) Incidental expenses, including but not limited to accommodations, local transportation, meals, telephone, and facsimile charges.
  - m) Subsequent evacuations for the same or related medical condition, regardless of location per annual term.
  - n) Failure to properly procure or maintain immigration, work, residence or similar type visas, permits, or documents.
  - o) The actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of contributory cause.

#### 5.6.4 REIMBURSEMENT TO UNITEDHEALTHCARE GLOBAL AND RIGHTS OF SUBROGATION

- i. The Member or a responsible party on behalf of the Member shall either pay the cost of medical care and treatment, including hospital expenses, directly or shall reimburse United Healthcare Global upon demand for all such costs and expenses which may be imposed upon United Healthcare Global by health care providers for the cost of medical care and treatment, including hospital expenses, or related assistance services either authorized by the Member or deemed to be advisable and necessary by United Healthcare Global under urgent medical circumstances, to the extent that such expenses are not United Healthcare Global responsibility. Such reimbursement shall be without regard to the specific terms, conditions, or limitations of any insurance policies or benefits available to the Member.
- ii. United Healthcare Global shall be fully and completely subrogated to the Member's rights against parties who may be liable for the payment of, or a contribution toward the payment of, the costs and expenses of assistance services provided by United Healthcare Global or medical care and treatment, including hospital expenses, in the event that United Healthcare Global pay or contribute to the payment of them. The Member shall assign to United Healthcare Global any and all rights of recovery under any such insurance plans, including any occupational benefit plan, health

insurance, or other insurance plan or public assistance program, up to the sum of any payments by United Healthcare Global.

5.9 **24/7 PERSONAL ASSISTANT CONCIERGE SERVICES**

You receive the comfort, care, and attention of personal assistance coordinators available 24/7/365 to respond to virtually any request – large or small. Speak to a personal assistance coordinator anytime, anywhere. Members can count on quality concierge services no matter where they are. Concierge services include:

- Restaurant referrals and reservations: Worldwide dining referrals and reservations made on behalf of the customer, based on availability.
- Event Ticketing: Assistance with obtaining tickets to sporting, theater, concert and other events, based on availability.
- Ground transportation coordination: Coordination of car or limo arrangements including transportation to and from the airport, hotel, meetings and more.
- Golf tee time reservations and referrals: Assistance with scheduling tee times and making course recommendations, based on availability.
- Wireless device assistance: Assistance with cell phones, personal digital assistants (PDAs) and other wireless devices, such as locating carrier stores, technicians, repair shops, replacement services when device is lost, stolen, or inoperable.
- Floral Services: Coordination of flower delivery for birthdays, anniversaries, holidays and other special occasions.
- Air/Cruise charter assistance: Coordination with air/cruise charters to gain access, availability and booking.
- Find, wrap, and deliver one-of-a-kind gifts: Assistance in finding unique gifts for friends and family, including gift wrapping and delivery.
- Movie and theater information: Assistance with obtaining information about movie or theater events playing within a specific area and ability to obtain tickets to theater or movie events, based on availability.
- Special occasion reminders and gift ideas: Never miss a birthday, anniversary or special day while traveling. All special occasions are kept within a database and a reminder is sent 48 hours prior to the day.
- Local activity recommendations: Worldwide local activity referrals and reservations made on behalf of customer, based on availability.
- Other Services: Other services are provided such as stock quotes, sports scores, weather, ski reports, horoscopes and lottery results.

*All benefits provided are service benefits, not financial benefits, and are not part of a filed insurance policy.*

5.10 **PERSONAL ACCIDENT COVERAGE**

5.10.1 ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

This Benefit applies only to the “named member” while involved in an auto accident while driving or riding in a Private Passenger Auto only vehicle ((Pleasure Use Only). Elected benefit is the most we will pay for any one loss. Principal Sum: \$20,000.

The following table shows how much paid of the Principal Sum would be paid.

Loss of Life.....	The Principal Sum
Loss of two or more limbs .....	The Principal Sum
Loss of one Hand and one Foot.....	The Principal Sum
Loss of one Hand or one Foot and sight of one Eye.....	The Principal Sum
Loss of Speech and Hearing .....	One-Half The Principal Sum
Loss of one Hand or one Foot or sight of one Eye.....	One-Half The Principal Sum
Loss of Thumb and Index Finger of the Same Hand.....	One-Quarter The Principal Sum

Loss of a hand or a foot means complete Severance through or above the wrist or ankle joint. Loss of Sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of speech means the total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means. Loss of a thumb and index finger means

complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand). "Severance" means the complete separation and dismemberment of the part from the body. We will not pay more than the Principal Sum or all losses due to the same accident.

#### 5.10.2 EXCESS ACCIDENT MEDICAL EXPENSE BENEFIT

This Benefit applies only to the "named member" while involved in an auto accident while driving or riding in a Private Passenger (Pleasure Use Only) Auto only. Elected benefit is the most we will pay for any one loss. Medical Benefit: \$1,000.

The Medical Benefit is "excess" over any other valid and/or collectable coverage (i.e. primary auto, health, etc). "Excess" means that no payments will be made under this plan for any amounts paid or payable by any other available coverage.

#### 5.10.3 DAILY IN-HOSPITAL CONFINEMENT BENEFIT

This Benefit is payable regardless of any other coverage in force (not on an excess basis). The plan will pay the Daily In-Hospital Confinement Benefit amount for each day the "named member" is registered as an In-patient in a hospital if: A) The "named member" is hospitalized as a result of an accident only; and B) The "named member" is under a medical doctor's care; and C) The "named member" is confined for at least the Minimum Confinement Period; and D) The hospital provides at least a full day's Room and Board; and E) The accident occurs subsequent to the effective date of this membership. For the purpose of this benefit, the term "hospital" means the institution that provides primary medical or surgical care to the "named member." Rehabilitation, convalescent, psychiatric, and/or nursing home facilities are specifically excluded from this definition. \$125 per day (Benefit stated is the most we will pay for any one loss.) Benefit is not per person.

CLAIMS: If a loss should occur, please contact National Adjustment Bureau; 800 Yamato Road, Suite 100; Boca Raton, FL 33431 and/or #866-684-9327.

NOTICE OF CLAIM: Written notice of claim must be given to National Adjustment Bureau within 20 days after a loss occurs or begins. The notice must include your name, the name of the "named member", the date of loss, and the member number. It should be sent to National Adjustment Bureau; 800 Yamato Road, Suite 100; Boca Raton, FL 33431.

CLAIM FORMS: Once we receive notice of a claim, we will provide claim forms. You can also obtain claim forms at [www.nationsafe.com](http://www.nationsafe.com). The written proof of loss requirement will be met by you or the beneficiary by sending us written proof as described below.

WRITTEN PROOF OF LOSS: Proof of loss must describe the incident, extent and the type and date of loss. For death claims, proof of loss must include a certified copy of the death certificate, autopsy report (if performed), coroner, medical examiner and/or justice of the peace reports, police motor vehicle accident report, police incident report, fire department incident reports, or any other documentation that we reasonably request. Written proof of loss must be sent to us at the address shown above. If the claim is for a continuing loss for which we make periodic payments, the claimant must give us written proof of loss within 60 days after the end of each period that benefits are payable. For any other loss, written proof must be given to us within 60 days after the date of loss.

PAYMENT OF CLAIMS: We will pay any benefits due for payable claims within 60 days from the receipt of written proof of loss and any additional documents/paperwork requested/required. Benefits that provide for periodic payment will be paid monthly.

LEGAL ACTIONS: No legal action may be brought until there has been full compliance by the "named member" or his/her legal representative with the terms and conditions of this membership. In no case can any action be taken to recover on this membership within 60 days after written proof of loss has been given. No such action may be brought after one year from the time written proof of loss is required to be given.

BENEFICIARY DESIGNATION AND CHANGE: The "named member" may choose one or more beneficiaries. Forms may be requested for this purpose. Such forms shall be filed with the holder of the beneficiary records, National Adjustment Bureau. You may change beneficiaries at any time. The beneficiary's consent is not required unless an irrevocable beneficiary has been named. The change will be effective only upon receipt by NAB (the holder) and it will take effect on the date you sign it. Any payment made by us in good faith prior to our receipt of any beneficiary change will end our liability to the extent of such payment. In the event that no beneficiary has been named, payment of death benefits will be issued to the decedent's estate.

#### EXCLUSIONS AND LIMITATIONS:

Benefits will not be paid for an Eligible Person's loss which:

1. Is caused by or results from the Eligible Person's own: (a) Intentionally self-inflicted Injury, suicide or any attempt thereat; (b) Voluntary self-administration of any drug or chemical substance not prescribed by or taken in accordance with the



directions of a doctor (accidental ingestion of a poisonous substance is not excluded); (c) commission or attempt to commit a felony; (d) Participation in a riot or insurrection; (e) Driving under the influence of a controlled substance unless administered on the advice of a doctor; or (f) Driving while Intoxicated;

2. Is caused by or results from:

(a) The Eligible Person being Intoxicated; or (b) Any narcotic, drug, poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless prescribed by a doctor; (c) Declared or undeclared way or act of way; (d) Injury sustained while in the service of the armed forces of any country. When the Eligible Person enters the armed forces of any country, we will refund the unearned pro rata premium upon request; (e) Aviation except as specifically provided in this Policy; (f) Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning;

3. Travel in or upon: (a) A snowmobile; (b) Any two, three or four wheeled All-Terrain Vehicle (ATV); (c) Any off-road motorized vehicle not requiring licensing as a motor vehicle;

4. Any Accident where the Eligible Person is the operator of a motor vehicle and does not possess current automobile liability insurance;

5. Any Sickness, except infection which occurs directly from an Accidental cut or wound or diagnostic tests or treatment, or ingestion of contaminated food;

LOSS RESULTING FROM INJURIES THAT OCCURRED BEFORE COVERAGE IS IN FORCE IS NOT COVERED.

This description of Travel Club Benefits is intended to describe the benefits issued to Nation Safe Drivers. Nation Safe Drivers maintains insurance coverage for these benefits. The benefits shown herein may be changed or cancelled in accordance with the provisions of Nation Safe Drivers' insurance policy. This may be done as a result of 1) a change of eligibility of Nation Safe Drivers; or 2) amendment or termination of the policy. A COPY OF NATION SAFE DRIVERS' INSURANCE POLICY WILL BE MAILED TO THE "NAMED MEMBER" UPON RECEIPT OF WRITTEN REQUEST. This Program is fully insured by United States Fire Insurance Company.

## **6. INDEMNITY AND LIMITATION OF LIABILITY**

6.1 The Member agrees to indemnify and hold harmless the Company, its employees, officers, owners and agents against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Company by any third party due to or arising out of any breach by any Member or Service Provider of the Plan. Under no circumstances shall the Company be liable for direct, indirect, consequential, or incidental damage.

6.2 The Company, its affiliates or licensors, directors, employees, or its third-party partners shall not be liable to the Member whether in contract, tort or otherwise at law, for any incidental, direct or indirect, punitive or consequential loss or damage whatsoever, and/or loss of profits, revenue, goodwill business opportunity or damages arising out of or in connection with; 1) Access to the Services provided through the Plan, including inaccuracy, non-delivery or availability of the Services, 2) Third Party Transactions resulting from the access of the Services through the Plan, or 3) Dealings with the Service Providers.

## **7. DISCLAIMER OF WARRANTIES**

7.1 The Services provided by the Service Providers are provided on an "as is" basis. The Company, its affiliates and licensors make no representations or warranties about the accuracy, completeness, security or timeliness of the services, content or information provided on or through the Plan.

7.2 The Company shall not be liable if for any reason the Services provided by the Service Providers are unavailable at any time or for any period.

7.3 The Company disclaims all warranties whether express, or implied, statutory or otherwise, including but not limited to the implied warranties arising from the course of dealing or usage of the Plan and any obligation, liability, or remedy in tort, whether or not arising from the negligence of the Company.