## Plan Letter B

## Terms and Conditions of Roadside Assistance

- 1. As a member of Towbusters, You will not be required to pay any additional fee or sum in addition to the membership fee when your service is for a tow of 15 miles or other covered service that does not exceed the benefit limit of \$50.00 per occurrence.
- Your membership continues until expiration or cancellation by yourself, Towbusters or sponsoring company.
- All 24-hour roadside assistance services are provided by Nation Motor Club, LLC administrative offices at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.
  - For Arizona, Arkansas, Hawaii, Louisiana, Massachusetts, Nevada, Tennessee, Texas and Washington members, services are provided by Nation Motor Club, LLC dba Nation Safe Drivers.
  - For California members, services are provided by Nation Motor Club, LLC California Motor Club Permit Number 5157-3.
  - For Residents of Alabama, Alaska, Utah, Virginia members, services are provided by Nation Safe Drivers Services, Inc.

# 4. This is not an automobile liability insurance contract. 5. This is not an automobile physical damage insurance contract. 6. Service obtained from any other source other than Nation Motor Club, LLC dba Nation Safe Drivers is not

- covered and is not reimbursable.
- You have the right to file a complaint by submitting a written complaint to our Customer Service Department at 800 Yamato Road, Suite 100, Boca Raton, Florida 33431, or contacting a representative by calling 800-338-2680.
- All of the benefits and services of your Membership are described herein and are applicable throughout the United States, Canada and Puerto Rico.
- **24-Hour Roadside Assistance:** You must call 1-844-895-7779 for your 24-hour emergency roadside benefits. **IMPORTANT:** Please be with your vehicle when the service provider arrives, as they cannot service an unattended vehicle. **NOTE:** Only one (1) service per seventy-two hours and three (3) services per year.
  - Towing Provided for up to 15 miles per occurrence at no charge to member. Additional mileage is the responsibility of the member and will be negot ated prior to sending out service (extrication is excluded).
  - Emergency Road Service Any available contracted road service that is needed to get your vehicle running b. (i.e. hose replacement or tightening of cables or belts etc.)
  - Essential Fluids or Supplies Delivery Including gasoline, water, oil, or any supplies necessary to send a member's car on its way (member responsible for actual cost of fluid or supplies requested).
  - Flat Tire Changes Includes changing a flat tire with your good spare. d.
  - Emergency Battery Service If your battery is dead, we will send a provider to try and jump start your
  - f. Lockout Services –If you are locked out of your vehicle, we will send a locksmith.

Coverage: Is extended to member on an individual account or (2) two members on a joint account.

The following items are not included as part of the emergency roadside assistance benefit: Cost of parts, replacement keys, fluids, lubricants, or fuel, cost of installation of products, material and additional labor related to towing. Disconnecting or reconnecting drive shaft. Non-emergency towing or other non-emergency service. Trucks over one-ton capacity, taxicabs, limousines or other commercial vehicles. Towing from a service station, garage or repair shop. Towing by other than a licensed service station or garage; vehicle storage charges; a second tow. Service on a vehicle that is not in a safe condition to be towed. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests and areas designated as not passable due to construction, etc. Mounting or removing of snow tires or chains. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a covered vehicle in need of routine maintenance or repair.

In the event of damage due to fire, flood or vandalism: Cost related to physical damage due to fire, flood, or vandalism are normally covered under your vehicle insurance. Nation Motor Club, LLC dbaNation Safe Drivers will assist you when you call our toll-free number, but you will have to pay for these services and submit your bill to your insurance company or agent as a part of the insurance claim.

Reimbursement for Covered Services: Reimbursement is provided when a covered individual contracts service on their own from a licensed service provider in the business of providing such services. In the event you should contract service on your own for any covered service and pay for the service out-of-pocket you may submit your original receipted roadside expenses for reimbursement consideration to Nation Motor Club, LLC dba Nation Safe Drivers. To obtain reimbursement claim forms you may call toll-free 1-800-338-2680 or send your request in writing to Nation Motor Club, LLC dba Nation Safe Drivers 800 Yamato Rd Ste 100 Boca Raton FL 33431. Maximum reimbursement for services not obtained through our network is limited to eighty dollars (\$80).

Nation Safe Drivers operates through a network of contracted service providers who have arrangements with our dispatch to perform road and towing service for Nation Safe Drivers members. As independent contractors, they have exclusive control over their own equipment and personnel. Nation Safe Drivers is not responsible for their acts or omissions.

#### Cancellation:

Nation Motor Club, LLC dba Nation Safe Drivers reserves the right to cancel this Membership at any time by refunding the original purchase price to the purchaser. You may cancel this Membership within thirty (30) days for a full refund of the amount paid. After thirty (30) days, You may cancel this Membership for the unused portion of the purchase price, calculated on a pro-rata basis over the term of the Membership, less a cancellation fee of \$50.00 and the amount of claims already paid during Your Membership term. All cancellation requests must be submitted in writing to Nation Motor Club and signed by the Member.

Residents of Massachusetts, Mississippi, Oklahoma, Wisconsin and Wyoming will not have claims deducted from any cancellation refunds.

Residents of California, Montana and Nevada will have no cancellation fees or claims deducted from any cancellation refunds.

**Residents of New Mexico and Maryland** will have no cancellation fees deducted from any cancellation refunds. **Residents of Utah** may cancel this Membership within the first ten (10) days of the purchase date, if no claim has been made, and receive a full refund of the total Membership purchase price, less the applicable cancellation fee in the amount of fifty dollars (\$50). We may only cancel this Membership under the following grounds: (1) Material misrepresentation; (2) Substantial change in the risk assumed, unless the insurer should reasonable have foreseen the change or contemplated the risk when entering into the Membership; (3) Substantial breaches of contractual duties, conditions, or warranties attainment of the age specified as the terminal age for coverage. If this Membership is canceled due to non-payment, We will mail written notice of cancellation to You and will cancel Your Membership no sooner than at least ten (10) days after the delivery or first-class mailing of a written notice. If this contract is canceled for any of the reasons listed above, We will mail written notice of cancellation to You and will cancel Your Membership no sooner than thirty (30) days after the delivery or first-class mailing of a written notice. If a lien holder or Administrator cancels this Membership at any time. You will be entitled to prorated refund of the **Membership** less a cancellation fee of fifty dollars (\$50). In general, if Administrator cancels this **Membership**, Administrator will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if Administrator cancels this **Membership** within the first sixty (60) days after the **Membership** purchase date or if Administrator cancels this Membership because You have defaulted in Your obligation to repay the amount financed by the lien holder. Administrator will mail to You written notice of cancellation at least ten (10) days before cancellation date.

# Transfer:

This membership is Non-Transferable

## **Other Offices**

Nation Motor Club, LLC 123 East Marcy	Nation Motor Club, LLC 351 W. Camden Street208 North	Nation Motor Club, LLC n Broadway, Suite 313 1833 S Mo	Nation Motor Club, LLC organ Rd
Santa Fe, NM 87501	Baltimore, MD 21201 (410) 225-2995	Billings, MT 59404	Oklahoma City, OK 73128
Nation Motor Club, LLC	Nation Motor Club, LLC	Nation Motor Club, LLC	Nation Motor Club, LLC
1712 Pioneer Avenue, Suite 200 Chevenne, WY 82001	dba Nation Safe Drivers 311 S Division St	645 Lakeland East Dr, Suite 101 Flowood, MS 39232	8040 Excelsior Drive, Suite 200 Madison, WI 53717
Cheyenne, w i 62001	Carson City, NV 89703	1 lowood, 1413 37232	Madison, W1 33717
Nation Motor Club, LLC 818 West Seventh Street			
Los Angeles, CA 90017			
Andrew Smith President 02/15			