

Member Benefit Guide



nmc[®]

NATIONAL MOTOR CLUB

SECURITY BASIC

National Motor Club of America, Inc.

Security Basic Membership Plan

Headquarters

130 E. John Carpenter Fwy., Ste. 100
Irving, TX 75062

Mailing Address

P.O. Box 612487
Dallas, TX 75261-2487

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Access your benefits online at nmc.com



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in your App Store

NMC Member Services

1-800-523-4582

Monday – Friday, 7 a.m. – 6 p.m. CT

Emergency Roadside Assistance

1-800-444-7105

24 hours a day, 7 days a week

This is not an insurance contract, an automobile liability contract, or a physical damage insurance contract. This is a motor club service contract and does not comply with any financial responsibility law.

Welcome to National Motor Club (NMC)!

This handbook serves as your guide to the benefits of your membership. Please take the time to read this Benefit Guide to understand the services and how to access each benefit. If you need assistance accessing any of your benefits for any reason, please call NMC Member Services at 1-800-523-4582 (M-F, 7 a.m. to 6 p.m. CT). Here are some important items to remember about your membership:

- Benefits and services are available to each person listed on your membership.
- By paying dues, you agree to abide by the terms and provisions in this Guide.
- Your membership begins on the effective date of your application. Membership is continuous and renewed automatically with membership dues billed to you following your chosen method of payment.
- Membership benefits and dues are subject to change and may vary by state.
- NMC reserves the right to terminate membership with notice if it deems the member's usage of benefits to be excessive or improper. See the Membership Guidelines section of this Guide for more details.

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EMERGENCY ROADSIDE ASSISTANCE*

You have access to emergency road service 24 hours a day anywhere in the United States and Canada. In Mexico, Emergency Roadside Assistance services are available through member reimbursement only.

Covered Amount

NMC will pay up to \$100 per disablement. Any expenses incurred beyond the \$100 will be your responsibility, payable directly to the service provider at the time of service, and are not reimbursable.

Covered Events

NMC will pay the Covered Amount for **up to two (2) disablements per Membership* per Membership Year**, which begins on your membership effective/anniversary date. For any disablements beyond two (2) events, NMC will still coordinate emergency road service on your behalf on a Member Pay basis. Any expenses incurred will be your responsibility, payable directly to the service provider at the time of service, and are not reimbursable. If service is dispatched and you leave the scene without calling NMC to cancel service, it will count toward your two (2) covered events per Membership Year.

**Membership includes the Primary Member and all Associates.*

Covered Vehicles

NMC offers Emergency Roadside Assistance services for single rear-axle, two or more wheeled registered and licensed motor vehicles used for private, on-road transportation, including passenger vehicles, motorcycles, RVs and light trucks. Trailers of any kind are covered for tire change service only.

Commercial vehicles, dirt bikes, and ATVs are not eligible for coverage. Vehicles that have been submerged in water, or have been off-road and are not on a maintained roadway are not covered for Emergency Roadside Assistance.

Your membership covers **you** and any vehicle you are driving as long as the type of vehicle is covered as explained in this section. Emergency Roadside

Assistance benefits do not cover non-members who drive your car.

Covered Services

The following services are included with your membership. This is an emergency benefit, and service is for Covered Vehicles that become disabled by a sudden and unforeseen incident. Service is limited to one tow or service call per disablement:

- Towing
- Delivery of emergency fuel
- Changing a tire
- Jump-start/battery boost
- Lockout/locksmith
- Winching/vehicle extraction
- Delivery/installation of parts

Towing:

NMC will tow your Covered Vehicle to a location of your choice. Service is limited to one tow per disablement.

Delivery of Emergency Fuel/Fluids:

NMC will arrange for the delivery of fuel to the Covered Vehicle, except where prohibited by law. NMC will pay the Covered Amount to deliver the fuel. Any additional expenses, including the cost of the fuel and all other delivered fluids, will be your responsibility, payable directly to the service provider at the time of service.

Changing a Tire:

NMC will arrange for the changing of the Covered Vehicle's flat tire using your vehicle's working spare tire. NMC will pay the Covered Amount in service charges to change the tire. Any additional expenses, including the cost of any replacement tire and/or mounting and balancing will be your responsibility, payable directly to the service provider at the time of service.

Jump-Start/Battery Boost:

NMC will arrange for a simple jump-start of the Covered Vehicle's drained battery. Only batteries used to start the engine in the vehicle are covered. NMC will pay the Covered Amount in service charges to jump-start the vehicle. Any additional

expenses, including the cost of a battery and the labor to install a battery will be your responsibility, payable directly to the service provider at the time of service.

Lockout/Locksmith:

NMC will arrange for locksmith services to assist with opening the door of the Covered Vehicle and/or obtaining a replacement key. NMC will pay for the Covered Amount in locksmith services to unlock the vehicle. Any additional expenses, including the cost of a new key and the labor to produce a new key will be your responsibility, payable directly to the service provider at the time of service.

Winching/Vehicle Extraction:

NMC will arrange for the extraction by winch services of a Covered Vehicle that is within 100 feet of a maintained roadway. The service does not cover vehicles that have been submerged in water, or have been off-road and are not on a maintained roadway. NMC will pay the Covered Amount in service charges for winching services. Any additional expenses will be your responsibility, payable directly to the service provider at the time of service.

Delivery/Installation of Parts:

When arranging for any of the previously listed Emergency Roadside Assistance services, if it is determined that parts may need to be delivered to the disablement location and/or may need to be installed, NMC will arrange for parts to be delivered and installed. The cost to deliver and install is applied to the total cost of the event and subject to maximums and coverage amounts of the service event. The cost of parts will be your responsibility, payable directly to the service provider at the time of service.

How the Emergency Roadside Assistance Works

NMC provides Emergency Roadside Assistance through a network of independent service providers. They are located throughout the U.S. and Canada. Dispatch service is not available in Mexico. Therefore, Emergency Roadside Assistance services in Mexico are available through member reimbursement only. **Important:** Since our authorized service providers are independent contractors and are not

agents or employees of NMC, NMC assumes no liability for any damage to a member's vehicle or property resulting from the rendering of service or for personal items left in the vehicle. Any claims for damage to the property or person of a member must be filed against the servicing provider/facility. It is the member's responsibility to arrange for repairs with the service facility. NMC cannot guarantee repairs, the hours of operation of repair facilities, promptness of repairs, or provide more than one service event per breakdown. **Note:** Members who are also owners, operators, or employees of a commercial garage, locksmith, or tow provider may not use their own company to provide services for themselves or other members on their membership. Please be advised that the Emergency Roadside Assistance benefit 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 for more than one tow per disablement. This is an emergency benefit and is not intended to underwrite any business expense or substitute for regular vehicle maintenance. An emergency situation does not include replacement of windshields, installation or removal of chains, snow tires, service for an unlicensed vehicle, or a vehicle in unsafe condition.

Extreme Weather

This benefit does not cover acts of nature such as flooding, hurricanes, or tornados.

Special Equipment

Roadside assistance coverage includes one normally equipped service vehicle, one driver, and one service call per disablement, up to the Covered Amount. Any costs for additional personnel or special equipment are not covered, are not reimbursable.

How To Use This Benefit

When the Covered Vehicle you are driving is disabled, emergency dispatch service is available 24 hours a day, 7 days a week. Simply call **1-800-444-7105**, or contact us using our convenient mobile app, Roadside2Go, found in your App Store.

NMC will arrange for an independent service provider to provide you with the requested roadside

assistance. In the unlikely event that NMC is not able to dispatch a service provider, you may obtain service yourself and submit a claim for reimbursement.

If dispatch services are not used and you call the service provider of your choice to arrange for roadside assistance, NMC will reimburse you up to the Covered Amount per disablement for the Covered Services previously listed on page 5. For detailed Reimbursement Claim Procedures, see page 19.

When you call for roadside assistance, depending on the type of service requested, you may be asked to provide the following information:

- Your name and membership number
- The location of the disabled vehicle, including any mile marker, highway number, city, street, nearest intersection, or landmark that might assist in locating the vehicle
- A description of the disabled vehicle (year, make, model, and color)
- A brief description of the vehicle problem and the service requested

You must be present when the independent service provider arrives. You may be asked to present your NMC Membership Card, NMC Member Number, and/or driver's license and sign for the services rendered. If for some reason the independent service provider requests additional payment for services not communicated to you by NMC, you can call the Roadside Assistance number, **1-800-444-7105**, to verify additional costs. Any costs above the Covered Amount are at the member's expense, and are not reimbursable.

TRAVEL ASSISTANCE REIMBURSEMENT

NMC will reimburse you up to **\$500** for vehicle rental and travel expenses when you are driving or riding in a vehicle that is disabled due to a collision accident* that occurs when you are 100 miles or more away from home. Benefits do not apply to parked vehicles, breakdowns, or mechanical failures. This reimbursement may be used for:

- Expenses incurred in the first seven (7) days after the date of the accident for:
 - Meals
 - Bus tickets
 - Train tickets
 - Airline tickets
 - Hotel or motel rooms
- Up to seven (7) days of vehicle rental expenses incurred when you rent from a licensed vehicle rental agency within 30 days of the date of the accident.

How To Use This Benefit

To make a claim under the Travel Assistance Reimbursement benefit, the member must submit a completed claim form and a copy of the police report or accident report submitted to the insurer of the member. The accident must be reported to the police or the insurer of the vehicle. It is the member's responsibility to obtain the police report or any other supporting documentation. Please contact NMC for a claim form by calling **1-800-523-4582** or Members may visit **www.nmc.com** and log in to the member area. Please refer to Claim Procedures (page 20) for details on how to file a claim.

** Not available to Maryland residents. "Collision Accident" means an actual collision with another vehicle or object, while the vehicle is being operated causing visible damage which requires immediate repairs. This does not include damage caused by a pothole or other road hazards. Vehicle rental must be from a licensed rental agency. Gas and optional insurance coverages are excluded. Food and lodging must be obtained from a commercial source. One reimbursement per receipt.*

TRIP PLANNING

NMC provides you with access to online trip planning resources so you can map out your route and research information on places to see and things to do along the way and at your destination. Choose from a variety of planning tools to personalize your trip and get the latest information on hotels/motels, campgrounds, restaurants, attractions, and more.

How To Use This Benefit

To access this benefit, visit www.nmc.com and log in to the member area.

HOTEL AND MOTEL DISCOUNTS

Wyndham Hotel Group

NMC Members can save up to 20% off the "Best Available Rate"* at over 7,400 participating hotels throughout the world at the following properties:

- Wyndham Hotels & Resorts®
- Days Inn®
- Ramada Worldwide®
- Super 8®
- Wingate by Wyndham®
- Baymont Inn & Suites®
- Hawthorn Suites by Wyndham®
- Microtel Inns & Suites by Wyndham®
- Howard Johnson®
- Travelodge®
- Knights Inn®
- TRYP by Wyndham®
- Dream Hotels®
- Night Hotels®

How to Use This Benefit

Reserve your room today at one of the above listed hotels by logging in to the member area of www.nmc.com or by calling **1-877-670-7088**. Be sure to mention Promo Code **1000007533** when making your reservation to access NMC Member savings.

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All hotels are either franchised by the company, or owned and/or managed by Wyndham Hotel Management, Inc. or one of its affiliates.

The discount is off of the Best Available Rate and may be less than 20%. "Best Available Rate"* is defined as the best, non-qualified, unrestricted, publicly available rate on the brands sites for the date and accommodations requested. Certain restrictions may apply. Offer not valid if hotel is called directly, caller must use the toll free number provided. Advanced reservations are required. Offer is subject to availability at participating locations and some blackout dates may apply. Discounted rates vary by location and time of year. Offer is void where prohibited by law and has no cash value. Dolce Hotels and Resorts is not a current participant in the member benefit program.

Choice Hotel International

NMC Members can save up to 15%* when booking with Choice Hotels at over 6,200 properties including: Comfort Inn, Comfort Suites, Quality, Sleep Inn, Clarion, Cambria Suites, MainStay Suites, Suburban Extended Stay Hotel, Econo Lodge, Rodeway Inn, and Ascend Collection hotels.

How to Use This Benefit

Reserve your room today at one of the above listed hotels by calling **1-800-258-2847** or log in to the member area of **www.nmc.com**. Be sure to use the Special Rate **ID # 00050069** when making your reservation and when checking in to access NMC Member savings.

* Discounts are subject to availability at participating hotels and are not for use in conjunction with any other discount, offer or promotional rate. Advance reservations are required.

RESORT VACATION DISCOUNTS

TripBeatSM makes it easy, convenient and affordable to search and book discounted resort vacations by providing access to more than 2,400 resort condo rental properties in desirable destinations in approximately 90 countries*. NMC Members have access to:

\$399 Weekly Getaways

\$399* Weekly Getaways are **only \$57* per night!** This low fixed price is **per unit, not per person,**

regardless of size, time of year or destination. It's an unbeatable value considering most accommodations are in spacious suites featuring separate kitchen and living areas. There is no limit on how many \$399* Weekly Getaways NMC Members can book.

Save 25% off Preferred Stays

NMC Members save 25%* on Preferred Weekly and Short Stays. At TripBeat.com, it's as easy and convenient to search for, view availability, and book resort condo rentals as booking typical hotel accommodations online.

How to Use This Benefit

Visit www.tripbeat.com/nationalmotorclub or contact a vacation specialist at **1-844-367-6433** and mention National Motor Club.

**Destinations and travel times are subject to availability and confirmed on a first come, first served basis. Offer includes only accommodations and specifically excludes travel cost and other expenses that may be incurred. Promotional discounts and offers may not apply to all properties. Offer may not be combined with any other promotion, discount, or coupon and may be discontinued at any time without notice. All-inclusive resorts may charge a mandatory all-inclusive fee. Other restrictions may apply. Offer void where prohibited by law. Additional taxes may apply. All prices are in U.S. Dollars (USD). CST: 2081369-50. Registration as a seller of travel does not constitute approval by the State of California. Fla. Seller of Travel Reg. No. ST-36515. Nevada Seller of Travel Registration No. 2006-0006. Washington Seller of Travel Reg. No. 602560941. Rental offer and Rental Inventory are made available by Resort Rental, LLC (operating as Holiday Rentals, LLC in MD and TX), an Indiana-licensed limited liability company, whose managing broker is Donald J. Killingback. TripBeatSM and related marks are registered trademarks and/or service marks in the United States and internationally. ©2017 Resort Rental, LLC. All Rights Reserved.*

VEHICLE RENTAL DISCOUNTS

NMC Members have access to discounts with the following car rental companies:

Hertz

Save up to 15% off daily rates and up to 10% off standard daily, weekly, and weekend rates on all car classes.

How To Use This Benefit

To make reservations, call Hertz at **1-800-654-2200** or visit online at **www.hertz.com**. Be sure to mention your NMC membership and use code **CDP# 1598261**.

Avis

As a National Motor Club Member you can save up to 25% on every rental and enjoy value-added discounts.

How To Use This Benefit

To make reservations, call AVIS at **1-800-331-1212**. Be sure to use your AVIS Worldwide Discount (AWD) # **A852900**.

Enterprise

Save up to 5% of standard daily rates at over 6,000 neighborhood and airport locations across North America - and pick up is free.

How To Use This Benefit

To reserve your vehicle, call **1-800-593-0505** or visit **www.enterprise.com** and refer to the National Motor Club Corporate Account #**09A1619** and PIN #**NAT** to receive your discount.

Budget

Save up to 20% every time you rent with Budget.

How To Use This Benefit

To make reservations, call Budget at **1-800-455-2848** and refer to discount code **BCD# X236800**.

For more information about vehicle rental discounts, please call NMC Member Services at **1-800-523-4582** or go to **www.nmc.com** and log in to the member area.

BAIL BONDS*

NMC will arrange up to a **\$25,000** bond to release you if you are the driver of the vehicle and charged with a moving traffic law violation such as speeding, negligent homicide, or manslaughter.

How To Use This Benefit

To obtain a bond, call **1-800-523-4582**, 24 hours a day, 7 days a week. It is your responsibility to reimburse NMC for bond forfeitures.

** Coverage does not include bonds for non-moving traffic violations, parking appeals, hit and run, any drug or alcohol related charges, driving without a valid license, fines, or arrests made pursuant to any warrant. Bond coverage is limited by law in some states to \$1,000 in FL, GA, MT, OR, TN; \$500 in CT, MA, NJ, OK, WV; \$300 in AZ, AL; \$200 in AR, IA, ID, KY, LA, MI, MS, NE, NM, OH, PA, TX, WI; \$105 single, \$300 multiple offenses in IL. Bond coverage is not available to residents of Cook County, IL. Bond coverage is not available in Mexico.*

ATTORNEY'S FEES*

NMC will reimburse you for expenses incurred to retain the attorney of your choice up to:

- **\$200** to represent you for a speeding charge
- **\$200** to represent you for any other moving traffic law violations
- **\$500** to collect or file for injuries you receive in a multi-vehicle accident**
- **\$500** to collect or file for damages when your vehicle is damaged by another vehicle**
- **\$2,000** to represent you when you are in a vehicle accident and you are charged with negligent homicide or manslaughter***

How To Use This Benefit

Contact NMC for a claim form by calling **1-800-523-4582**, or Members may visit **www.nmc.com** and log in to the member area. Please refer to Claims Procedures (page 20) for details on how to file a claim. *NMC does not pay fines or court costs, or attorney's fees for license, parking or other non-moving traffic law violations, appeals, retainers, hit and run, or any drug or alcohol related charges.*

** Not available to Alabama, California or New York residents*

*** Not available to Texas or Nevada residents*

**** Not available to Maryland residents*

STOLEN VEHICLE REWARD

NMC will provide up to a **\$5,000** reward when your vehicle is stolen. The reward will be paid to the law enforcement agency or person responsible for information leading to the arrest and conviction of the thief. The reward will be based on the vehicle's current market value, not to exceed \$5,000. This reward is not payable to you or your family, or other members on your NMC membership. The reward does not cover vandalism or items stolen from inside your vehicle.

How To Use This Benefit

When your vehicle is stolen, report the theft to local police and contact NMC for a claim form by calling **1-800-523-4582** or visiting **www.nmc.com** and logging in to the member area. Please refer to Claim Procedures (page 20) for details on how to file a claim.

NMC OFFICE LOCATIONS

Headquarters

130 E. John Carpenter Freeway, Suite 100
Irving, TX 75062
1-800-523-4582

Mailing Address

P.O. Box 612487
Dallas, TX 75261-2487

Registered Agent Locations

c/o The Corporation Trust Company of Nevada
701 S. Carson Street, Suite 200
Carson City, NV 89701
1-800-523-4582

c/o CT Corporation System
8020 Excelsior Drive, Suite 200
Madison, WI 53717
1-800-523-4582

c/o CT Corporation System
1908 Thomes Avenue
Cheyenne, WY 82001
1-800-523-4582

The Corporation Company
1833 South Morgan Road
Oklahoma City, OK 73128
1-800-523-4582

EMERGENCY ROADSIDE ASSISTANCE

1-800-444-7105
24 hours a day, 7 days a week

NMC MEMBER SERVICES

1-800-523-4582
Monday – Friday, 7 a.m. – 6 p.m. CT

MEMBERSHIP GUIDELINES

This handbook serves as your guide to the benefits of your membership. Please take the time to read this Benefit Guide to understand the services and how to access each benefit. In the event there is any inconsistency between the language of this Guide and information provided to you by an employee, representative, or independent contractor, the language in the Guide will govern. To ensure that our representatives are providing quality service, members of NMC are deemed to consent to monitoring of inbound and outbound calls.

NMC respects the privacy of your personal information. We do not sell or rent any nonpublic personal information that you have provided to us. NMC limits disclosure of your information to those disclosures that are permitted or required by law. Please contact us at 1-800-523-4582 to receive a complete copy of our privacy policy or visit www.nmc.com.

Your membership begins on the effective date of your application. Membership is continuous and renewed automatically with membership dues billed to you following your chosen method of payment.

By paying dues, you agree to abide by all terms and provisions of this Guide. To be entitled to NMC benefits, you must be a member in good standing and dues must be paid current. NMC benefits are available to all members listed on the membership.

These benefits and services cover the member regardless of who owns the vehicle. Emergency Roadside Assistance benefits do not cover non-members who drive your car. Each covered member must be effective and listed with NMC with dues paid current prior to any claim or benefit occurrence.

The authorized service providers who are contracted to provide NMC members with emergency road service are independent contractors and not agents or employees of NMC. NMC can assume no liability for any damage to the member's vehicle or property resulting from the rendering of service or for personal items left in the vehicle. Any claims for damage to the property or person of a member must be filed against

the servicing provider/facility. It is the member's responsibility to arrange for repairs with the service facility. NMC cannot guarantee repairs, the hours of operation of repair facilities, promptness of repairs, or provide more than one service event per breakdown. Members who are also owners, operators, or employees of a commercial garage, locksmith, or tow provider may not use their own company to provide services for themselves or other members on their membership.

You will not be required to pay any sum for any services specified in the contract in addition to the amount specified in the contract. This Guide serves as your contract with NMC.

You may cancel your membership at any time by notifying NMC. Upon notification, you must specify the termination date of your membership. If your membership is terminated prior to your membership's paid through date, then you will receive a refund of any unused dues, without deductions. Residents in CA, MA, MD, MS, MT, NV, OK, and WY, upon cancellation of your membership, you will receive a pro-rata refund of any unused monthly membership dues, without any deductions.

NMC may cancel your membership at any time on the following grounds: your failure to pay your membership dues, material misrepresentation, or substantial breaches of your contractual duties (including failure to reimburse for a bond forfeiture), conditions or warranties. In states other than Utah and Wisconsin, excessive use* of club benefits or services may result in cancellation or nonrenewal of your membership. NMC will not cancel your membership without prior written notice.

In Utah, cancellation for failure to pay your membership dues or during the first 60 days shall be effective ten days after delivering or first-class mailing of a written notice to the member. For all other reasons, cancellation is effective 30 days after the delivery of first-class mailing of a written notice to the member. First-class mailing means that delivery is assumed to occur three days after the notice is mailed.

If a notice of cancellation or nonrenewal does not state with reasonable precision the facts on which NMC's

decision is based, you have the legal right to make written inquiry regarding the reason for the cancellation or nonrenewal. NMC shall send by first-class mail or delivery that information within ten working days after receipt of a written request by the member.

Your benefits will end on the date you are no longer a member in accordance with the time frames above. Such termination will not affect your right to payment for a claim arising before the date of termination.

** Excessive use is determined based upon such considerations as your length of membership, or nature, frequency, volume, and dollar amount of your claims. Excessive use is not a reason for midterm cancellations for Wisconsin residents per Wisconsin law.*

Notice to Wisconsin Residents

A notice of cancellation or nonrenewal shall state with reasonable precision the facts on which the decision to cancel or nonrenew is based.

CLAIM PROCEDURES*

To file a claim, notify NMC as soon as possible after the accident or loss. Please follow the procedures as outlined.

Road Service Reimbursement Claim

For road service reimbursement, no claim form is necessary. Simply mail your original paid receipt showing the:

- Date of disablement
- Driver's name and address
- Driver's NMC membership number
- Make and model of disabled vehicle
- Amount paid for the service
- Service provided by the garage
- Name, address, and telephone number of the commercial garage, locksmith, or towing company that assisted you.

Reimbursement is not available for dispatch service for any amount over the \$100 limit per disablement. All requests for reimbursement must be submitted within 90 days of disablement.

Mail your road service receipt to:

NMC
ATTN: Road Service Claims
P.O. Box 612487
Dallas, TX 75261-2487

Travel Assistance Reimbursement, Attorney's Fees, and Stolen Vehicle Reward Claims

Please contact NMC for a claim form. Complete the claim form as instructed and return with any required supporting documentation to:

NMC
ATTN: Claims Department
P.O. Box 612487
Dallas, TX 75261-2487

A copy of a police report must be submitted to NMC for all claims related to a motor vehicle accident. All claim forms must be completed with all necessary information and received by NMC within 12 months of the accident or loss. No time limit for residents of Utah.

** The claims language in this section is not part of the Motor Club statutes 36 O.S. 3101, et al.; therefore, the language regarding claims reporting for emergency services is not reviewed or approved by the Oklahoma Insurance Department. In Wisconsin, proof of loss must be submitted as soon as reasonably possible and within one year after the time required in the handbook; failure to furnish such notice or proof within the time required does not invalidate or reduce the claim unless it was reasonably possible for the member to meet the time limit.*

ADDITIONAL LEGAL DISCLOSURES

Arbitration

All disputes, claims and controversies between current or former Members and NMC shall be settled totally and finally by arbitration in Dallas, Texas, or such other location as NMC prescribes, and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

There shall be one arbitrator who shall be an attorney who shall have expertise in business law transactions, and preferably an attorney knowledgeable in the direct selling industry. NMC shall select the arbitrator at its sole discretion from the panel which the American Arbitration Association provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. If a Member files a claim or counterclaim against NMC, a Member shall do so on an individual basis and not with any other Member or as part of a class action. The arbitrator shall have the right in his or her discretion to authorize the obtaining of discovery, including the taking of depositions of witnesses for the purpose of discovery. The presentations of parties in the arbitration proceeding shall be commenced and completed within sixty (60) days after the selection of the arbitrator and the arbitrator shall render his or her decision in writing within thirty (30) days after the completion of such presentations. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction.* At the request of any party, the arbitrator shall make and provide to the parties written findings of fact and conclusions of law. This agreement to arbitrate shall survive any termination or expiration of the Membership.

Nothing in this provision shall prevent NMC from terminating a Membership or from applying to and obtaining from any court having jurisdiction injunctive or emergency relief prior to the filing of or during or following any arbitration proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding. The adoption and/or modification of this arbitration provision shall not apply retroactively to any dispute which arose or which NMC had notice of before the date of the adoption or modification.

** Residents of MD, MS, UT, and WY are excluded from this provision. In AR, arbitration procedures shall be voluntary and non-binding.*

Wisconsin Residents Only

Under Wisconsin law, your Membership contract is considered an insurance policy.

Further, after the first 60 days and prior to the expiration of the agreed term (or one year from the effective date of Membership, whichever occurs first) your Membership may not be cancelled by NMC except: 1) for failure to pay the Membership fee; 2) in the event of material misrepresentation by you; 3) in the event of a substantial change in the risk assumed reasonably unforeseen by NMC; or 4) for a breach of contractual duties, conditions, or warranties by you. No cancellation will become effective until at least 10 days after the first-class mailing or delivery of a written notice to you.

Additionally, you have the right, subject to the cancellation provisions above, to have your Membership renewed on terms no less favorable than those offered to other similar Members by NMC, unless at least 60 days prior to the date of expiration of Membership, you are provided with a notice of NMC's intention not to renew the Membership beyond the agreed expiration date. A notice of cancellation or nonrenewal shall state with reasonable precision the facts on which the decision to cancel or nonrenew is based.

Problems with Insurance? Be advised, if you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Wisconsin residents can also contact the Office of the Commissioner of Insurance, a state agency that enforces Wisconsin's insurance laws, and file a complaint. You can contact the Office of the Commissioner of Insurance by writing to: Office of the Commissioner of Insurance, Complaints Department, P.O. Box 7873, Madison, WI 53707-7873, or you can call 1-800-236-8517 outside of Madison or 1-608-266-0103 in Madison, and request a complaint form.

Montana Residents Only

Pursuant to MCA 61-12-301(12) and MCA 61-12-309, this Benefit Guide constitutes a "service contract" and upon purchase of membership, the member agrees and acknowledges the following: (1) this "service contract" is deemed to have been signed by the member and motor club; and (2) the member and motor club have each received a copy of this fully executed "service contract."

NATIONAL MOTOR CLUB OF AMERICA, INC.
130 E JOHN CARPENTER FWY, STE 100
IRVING, TX 75062

www.nmc.com

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