

**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 10 miles or other covered service that does not exceed the benefit limit of \$50.00 per occurrence.
2. Your membership continues until expiration or cancellation by yourself, Towbusters or sponsoring company.
3. 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.
7. 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.
8. All of the benefits and services of your Membership are described herein and are applicable throughout the United States, Canada and Puerto Rico.
9. **24-Hour Roadside Assistance:** You must call 1-866-611-7043 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 two (2) free services per year.
  - a. *Towing* – Provided for up to 10 miles or up to \$50 per occurrence at no charge to member. Additional mileage is the responsibility of the member and will be negotiated prior to sending out service (extrication is excluded).
  - b. *Emergency Road Service* – Any available contracted road service that is needed to get your vehicle running (i.e. hose replacement or tightening of cables or belts etc.)
  - c. *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).
  - d. *Flat Tire Changes* – Includes changing a flat tire with your good spare.
  - e. *Emergency Battery Service* – Includes tightening or cleaning of cables, jumpstarts, minor adjustments to alternator etc.
  - f. *Lockout Services* – Lost keys, broken keys, or accidentally locked out of your vehicle, we will send a locksmith.

**Coverage:** Is extended to member, legal spouse and dependent children up to age 26 living at home or away at college.

**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).

### **SERVICE PROVIDER NETWORK**

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.

**Theft Reward** – In the event your car is stolen anyone that provides information to law enforcement agencies that leads to the apprehension of the perpetrator is eligible to apply for a \$500 reward. Members or members family are not eligible to apply for a reward.

**Hit and Run** – In the event of a hit and run involving a car registered to a member anyone providing information to law enforcement agencies that leads to the apprehension of the perpetrator is eligible to apply for a \$500 reward. Members or member's family are not eligible for a reward.

**Emergency Trip Expense Reimbursement** – If your covered vehicle is disabled by collision more than 150 miles from your residence, as a member you may qualify for up to \$300 in emergency trip expense reimbursement (maximum of \$100 a day for up to 3 days (72 hours)). In the event of a collision or accident with another vehicle or object (reported in writing to state or local police), while your covered vehicle was being operated by you or a covered family member, and which occurs more than 150 miles away from your residence and results in an accidental disablement of your covered vehicle, you may be reimbursed for one or more of the expenses listed below if incurred within 3 days (72 hours) following the accident. NOTE: Mechanical failure of your covered vehicles is not covered by this benefit.

1. Commercial transportation (by common carrier licensed to carry passengers for hire) to your residence or destination and return to pick up your disabled vehicle after repair.
2. Local commercial lodging and meals (incurred in the vicinity where the collision occurred).
3. Rental of a replacement automobile obtained from any bona-fide car rental agency.

For reimbursement of expenses listed in this section, you must submit a claim to Nation Safe Drivers, within 21 days of the accident disablement, which includes your name, membership number, mailing address and a bona-fide copy of the filed accident report. You must also include paid receipts validated by the companies providing you service.

#### ***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  
Santa Fe, NM 87501

Nation Motor Club, LLC  
351 W. Camden Street  
Baltimore, MD 21201  
(410) 225-2995

Nation Motor Club, LLC  
208 North Broadway, Suite 313  
Billings, MT 59404

Nation Motor Club, LLC  
1833 S Morgan Rd  
Oklahoma City, OK 73128

Nation Motor Club, LLC  
1712 Pioneer Avenue, Suite 200  
Cheyenne, WY 82001

Nation Motor Club, LLC  
dba Nation Safe Drivers  
311 S Division St  
Carson City, NV 89703

Nation Motor Club, LLC  
645 Lakeland East Dr, Suite 101  
Flowood, MS 39232

Nation Motor Club, LLC  
8040 Excelsior Drive, Suite 200  
Madison, WI 53717

Nation Motor Club, LLC  
818 West Seventh Street  
Los Angeles, CA 90017

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Andrew Smith, President 02/15