# MEMBERSHIP CONTRACT

The Home Security Plan<sup>SM</sup>

# THIS IS NOT AN INSURANCE CONTRACT.

### **HOME BENEFITS. LLC**

1440 Main Street, Sarasota, Florida 34236 P.O. Box 1299, Sarasota, Florida 34230-1299 Nationwide Toll-Free Number 1-800-621-5287

www.realbenefits.com

Please review this and your membership handbook so that you will fully understand all of your Plan's Benefits, Services, and Exclusions. If you have any questions, please call us at our nationwide toll-free number.

MEMBERSHIP FACTS: All benefits and services are expressly for enrolled members of Home Benefits, LLC (hereinafter sometimes referred to as "the Club") whose dues have been paid and whose memberships have not expired or been canceled by the Member or the Club. The Effective Date of each Member's membership is shown in the Enrollment Authorization, or upon receipt of payment, if later.

Membership is continuous for the term selected in the Enrollment Authorization, subject to cancellation by either party at any time, upon written notice to the other party. A Member may renew his or her membership at any time within 30 days prior to, but not more than 15 days after, the Expiration Date shown on the face of the Member's Membership Card. Renewal fees may be paid by check, money order, MasterCard, VISA, American Express, or Discover Card.

PERSONS COVERED: Whenever the term "Member," "you," or "your" is used, it refers to the proposed Member named on the Enrollment Authorization and includes each covered Family Member. Family Members include the Member's spouse or domestic partner and all unmarried children under 21 years of age living in your home, and unmarried children under 23 years of age, if attending an institution of continuing education as a student and having the same principal residence as the Member.

LOCATION OF COVERAGE: You are covered at your principal residence which is the main home where you live whether you own, rent or lease. This includes a single-family home including appurtenant structures and grounds, or a part of a multi-residence building such as a condominium or apartment building. Your principal residence must be located in the United States or Canada. (Coverage is limited to one household per membership. See Terms and Conditions.)

EMERGENCY MEDICAL ID CARD: The American Medical Association recommends that everyone carry medical information with them at all times! If you are unconscious or cannot talk, the information you have filled out on your card could save your life! Sign and date the enclosed emergency medical ID card to verify your authorization for emergency treatment.

EMERGENCY MEDICAL EXPENSE BENEFIT: Summary of Coverage: An emergency medical expense benefit may be payable if You, a Home Visitor or an Eligible Family Member, require emergency treatment in an Outpatient Facility as a result of an Injury received in a Home Related Accident subject to the terms and condition set forth in the attached Evidence of Coverage.

AMBULANCE AND PARAMEDIC EXPENSE BENEFIT: Summary of Coverage: An ambulance and paramedic expense benefit may be payable if You, a Home Visitor or an Eligible Family Member, require ambulance transportation or paramedic service as a result of an Injury received in a Home Related Accident subject to the terms and condition set forth in the attached Evidence of Coverage.

HEALTH INSURANCE DEDUCTIBLE REIMBURSEMENT BENEFIT UP TO \$500: Summary of Coverage: A health insurance deductible reimbursement benefit may be payable if You or an Eligible Family Member, is hospitalized as a result of an Injury received in a Home Related Accident, but only if You or the Eligible Family Member are covered by a health insurance policy and subject to the terms and condition set forth in the. attached Evidence of Coverage.

CHILD'S ACCIDENT EXPENSE BENEFIT: Summary of Coverage: A child's accident expense benefit may be payable if a child, who is an Eligible Family Member, suffers accidental bodily injury anywhere within the United States or Canada which requires emergency treatment in an Outpatient Facility, ambulance transportation and/or paramedic service subject to the terms and condition set forth in the attached Evidence of Coverage.

HOME DEDUCTIBLE REIMBURSEMENT BENEFIT UP TO \$500: Summary of Coverage: Home Deductible Reimbursement may pay You the deductible amount stated on the declaration page of Your homeowner's or renter's or personal property insurance policy on Your Principal Residence up to \$500, when You actually receive a payment for a Loss from Your insurance company that exceeds Your deductible amount subject to the terms and condition set forth in the. attached Evidence of Coverage.

**LEGAL DOCUMENTS AND ADVICE:** As a member, you have access to a nationwide network of plan attorneys that will provide free and discounted legal services.

The following legal services are available at no charge:

- Unlimited phone consultations regarding personal legal matters
- Initial face-to-face consultation for personal legal matters
- Plan attorneys will help members represent themselves in small claims court
- Plan attorneys will provide assistance solving problems with government programs

If attorney referral is needed, you will receive services at a discounted rate on virtually all personal legal matters. Attorney's may not be available in all areas; some travel may be required.

To obtain an attorney referral or information regarding legal benefits, please call 1-800-305-6816. Visit the website for additional legal benefit information.

Service exclusions: Real estate transactions, conflicts of interest with any Provider, Finder, Administrator or Distributor of this service; any income-producing commercial or business matters; patent, trademark, or admiralty law matters; matters lacking merit; matters presenting a potential violation of legal ethics; matters for which you are already represented by a lawyer; matters not covered by laws of the USA or Canada.

AMERICAN RED CROSS "LIFE-SAVING PROTECTION": Immediate emergency care is vital, and you being trained in First Aid and CPR can be vital. In most cases, there are only seconds or minutes to prevent brain damage or death. Your Plan will pay you to take a nationally known American Red Cross First Aid or CPR course given in your local area. You will be reimbursed for the cost of the course when you send a copy of your receipt for payment and Certificate of Completion to Home Benefits.

SELF-DEFENSE BENEFIT: Your Plan will pay you to take a self-defense class or classes sponsored by a professional instructor established in your local area. The class(es) must be taken from local law enforcement agencies, community centers, educational institutions, or accredited facilities. You will be reimbursed up to a maximum of \$50 per member when you send a copy of your receipt for payment with a Certificate showing hours of completion. Or you may choose, in lieu of the class(es), an informative DVD on Self- Defense training methods. This professionally developed video contains practical elements of effective defense techniques that you can learn in the privacy of your home.

EMERGENCY LOCKSMITH SERVICE: If you become locked out of your home because your keys are lost, stolen, or left inside your home, your Plan will pay for a service call by a professional locksmith, up to \$200 per occurrence, to open your door and/or re-key your lock to prevent a possible break-in of your home. Please contact us at 1-800-621-5287, the Club will make arrangements to have emergency locksmith service dispatched to you. Locksmith service for making extra keys is not covered. In the case of rental property, approval of the property owner may be required.

CANCER-CAUSING "RADON" GAS TEST KIT: RADON, a tasteless, odorless and invisible gas is formed by the decay of uranium. RADON gas is found virtually everywhere in the soil and rocks; however, it poses no threat unless confined in a closed structure like a home, apartment or office. Since RADON can easily seep in through cracks and openings in the foundation, walls and floors, every home in America should be tested for cancer-causing RADON gas. Please contact us at 1-800-621-5287 tor order your kit.

VACATION TRAVEL SERVICE: As a Plan member, you have available to you selected travel services for vacation opportunities throughout the world. To access travel services, please visit www.realbenefits.com.

HOTEL DISCOUNTS: You will receive various discounts for Hotels whether traveling for business or pleasure. Discounts will vary according to season and location. Not all offers available at all times. Visit www.realbenefits.com or call 1-800-621-5287 to obtain participating locations.

CAR RENTAL DISCOUNTS: Your Plan has arranged car rental discounts with several major national car rental agencies. They are good whether you are traveling for business or pleasure. Not all offers available at all times. Visit www.realbenefits.com or call 1-800-621-5287 to obtain participating locations.

PRESCRIPTION DRUG DISCOUNTS: You can save up to 60% off generic drugs and up to 25% off brand-name prescriptions at over 60,000 participating pharmacies nationwide. You can save even more on your 90-day supply of maintenance medications by using our Mail-Order Pharmacy. Just show the back of the card to a participating pharmacy to obtain your discount. For estimated

drug pricing, to locate a participating pharmacy or to use Mail-Order Pharmacy, please log onto the website. **This is not insurance** and is not intended to replace health insurance. (Not available in UT, VT, WA)

**VISION CARE DISCOUNTS:** Plan members, including all covered Family Members, can save up to 40% off the retail price of eyewear at eye centers throughout the United States. Discounts are available on exams, eyeglasses, conventional contacts and LASIK, laser vision correction. To access participating providers, please log onto the website. **This is not insurance and is not intended to replace health insurance.** (Not available in MT, UT, VT, WA)

**FILING A CLAIM:** Notice of claim must be initiated within 90 days of the date of loss, or as soon as reasonably possible, and in no event later than 1 year after the original date of loss.

**CANCELLATION BY THE MEMBER:** We want you to be fully satisfied with your membership. If you're not satisfied, call the toll-free number within thirty-one (31) days of purchase and your Membership will be cancelled for a full refund of the membership fee. If you cancel after thirty-one (31) days, you will receive a prorated refund without any deductions.

**CANCELLATION BY THE CLUB:** Your Membership may be cancelled or non-renewed by the Club, if the Club determines that your benefits usage is outside of the intended use as outlined in this service contract. This includes using the Plan's benefits for commercial purposes or for purposes that are not construed to be an emergency event for which these benefits and services are intended. The Club may terminate your Membership for material misrepresentations.

CHANGES TO BENEFITS: The Club reserves the right to eliminate, change, and substitute benefits without notice to you.

**IMMEDIATE ACCESS TO YOUR PLAN:** We want you to feel that the Club really works for you! We are always striving to give you the best possible service. Please call us at **1-800-621-5287** with any questions you might have about your Club benefits. Be sure to notify us immediately if you change your address so that you can receive any future updates in benefits or services.

#### TERMS AND CONDITIONS FOR INSURANCE BENEFITS

## THE BENEFITS DESCRIBED IN THE TERMS AND CONDITIONS ONLY COVER LOSSES RESULTING FROM ACCIDENTS. THEY DO NOT COVER LOSS CAUSED BY ILLNESS OR DISEASE.

# Home Benefits, LLC Home Deductible Reimbursement Benefit **Evidence of Coverage**

Underwritten by American Bankers Insurance Company of Florida 11222 Quail Roost Drive, Miami, FL 33157-6596 (American Bankers Insurance Company of Florida herein referred to as the Company)

#### **DEFINITIONS:**

Administrator means cynoSure Financial, Inc. on behalf of Home Benefits, LLC. You or an Eligible Family Member should contact the Administrator if you have questions regarding this coverage or would like to make a claim. The Administrator can be reached by phone at 1-800-621-5287 or email at www.realbenefits.com.

Membership Effective Date means the date You enroll as a member in Home Benefits, LLC or upon receipt of payment of membership dues as per the membership terms and conditions for Home Benefits, LLC, whichever occurs last.

Coverage Period means the period of time starting on the Membership Effective Date. Coverage will continue for the term indicated on the enrollment form as long as You are a member in good standing, as defined by the membership terms and conditions for Home Benefits, LLC or until You or Home Benefits, LLC cancel Your membership in Home Benefits, LLC. If You or Home Benefits, LLC cancel Your membership, this coverage will also be cancelled.

Loss means exposure to conditions, which result in Property Damage where a claim is paid under Your homeowner's or renter's or personal property insurance policy on Your Principal Residence.

You or Your means the person who is a member in good standing in Home Benefits, LLC as defined by the membership terms and conditions for Home Benefits, LLC and whose membership has not expired or been canceled by the member or Home Benefits, LLC.

Eligible Family Member(s) means the spouse or Domestic Partner of the member, but only if the spouse or Domestic Partner of the member resides at the Principal Residence of the member, and each unmarried child of the member, who is less than 21 years of age (or less than 23 years of age if a full- time student at an accredited college or university), but only if the unmarried child resides at the Principal Residence of the member. Any spouse, Domestic Partner or child of the member who does not reside at the Principal Residence of the member is not eligible for coverage under this Policy. (This is not applicable under the Home Deductible Reimbursement Benefit)

Domestic Partner means an unmarried person in an intimate, committed relationship of mutual caring who shares responsibility for basic living expenses with the member and also resides in the Principal Residence and is at least eighteen (18) years old and is not currently married and/or committed to another person. (This is not applicable under the Home Deductible Reimbursement Benefit)

Evidence of Coverage or Coverage means this document, which describes the terms and conditions of Home Benefits, LLC benefits. This Evidence of Coverage sets forth the entire agreement between You and the Company. Representations or promises made by any person that are not contained in this document are not a part of Your Home Benefits, LLC benefits.

Principal Residence means a Home that the member lives in for at least nine (9) months out of the year.

Home means either a single-family dwelling or a multiple-family dwelling (such as a condominium, townhome, or apartment unit).

Property Damage means physical damage to, destruction of, or loss of use of tangible property.

NOTE: Coverage is excess of any other applicable insurance or indemnity available to You or an Eligible Family Member. Coverage is limited to only those amounts not covered by any other insurance or indemnity, subject to the conditions, limitations, and exclusions described herein. In no event will this coverage apply as contributing insurance. This "non-contribution" clause will take precedence over the "non-contribution" clauses found in other insurance or indemnity language.

# HOME DEDUCTIBLE REIMBURSEMENT

Description of Coverage: In the event that You suffer a Loss during the Coverage Period which is covered by Your homeowner's or renter's or personal property insurance policy, You may be entitled to deductible reimbursement equal to the deductible on Your insurance policy, up to a maximum of \$500 per Loss. In order to be eligible for the Home Deductible Reimbursement, Your homeowner's or renter's or personal property insurance company must have paid the claim net of the deductible. Coverage is subject to the conditions, limitations, and exclusions described herein.

Exclusions: No benefit is payable if:

- 1. You are not covered by a homeowner's or renter's or personal property insurance policy;
- 2. The Loss is denied for any reason by Your homeowner's or renter's or personal property insurance company;
- 3. The Loss does not exceed the deductible;
- 4. The Loss occurs prior to the start of the Coverage Period or after the Coverage Period ends;

- 5. The Loss pertains to any type of trailer or motorized vehicles including but not limited to watercraft, automobiles, recreational vehicles, motor cycles, aircraft or snowmobiles (including any equipment or accessories attached to or stored in them);
- The Loss pertains to any property owned by a person residing at the Principal Residence of the member if such person is not an Eligible Family Member:
- 7. A claim is not filed with Your insurance carrier or if the insurance carrier does not pay the claim net of the deductible.

How To File A Home Deductible Reimbursement Claim: To make a valid claim. You should contact the Administrator by phone at 1-800-621-5287 or email at www.realbenefits.com within 90 days following the date that the Loss occurred, or as soon as reasonably possible. If the claim is reported after 90 days of the Loss your claim may be denied. Failure to give notice of loss within 90 days of the Loss will not invalidate or reduce any otherwise valid claim, if notice is given as soon as is reasonably possible.

The Administrator will send a claim form, which should be completed and mailed back to the Administrator at Home Benefits, LLC, c/o cynoSure Financial, Inc., P.O. Box 7690, St. Clair Shores, MI 48080 along with a copy of the following:

- 1. Claim form submitted to Your homeowner's or renter's or personal property insurance company when Your Loss occurred; and
- 2. Declaration Page from Your homeowner's or renter's or personal property insurance policy; and
- 3. Claim payment check You received from Your homeowner's or renter's or personal property insurance company for the Loss; and
- 4. Claim explanation that came with Your homeowner's or renter's or personal property insurance company's claim payment check; and
- 5. Any other documentation that the Administrator may reasonably request.

All these required items, including the claim form, must be postmarked within 180 days, but in no event later than 1 year, of the date of the Loss, or as soon as reasonably possible. Failure to provide proof of loss within 180 days of the Loss will not invalidate or reduce any otherwise valid claim if notice and proof of loss is given as soon as is reasonably possible, and in no event later than 1 year after the original date of loss.

CLAIMS: Benefits payable under this Evidence of Coverage for any Loss will be paid upon receipt of proof of such claim and all required information necessary to support the claim.

All benefits payable will be payable to You or, in the case of death, to Your estate. No person or entity other than You shall have any legal or equitable right, remedy or claim of insurance proceeds and/or damages under or arising out of this Policy.

CANCELLATION AND NON-RENEWAL: Home Benefits, LLC or the Company can cancel or choose not to renew this coverage. If this happens, Home Benefits, LLC will notify You at least sixty (60) days in advance of the expiration of this coverage. Such notices need not be given if substantially similar replacement coverage takes effect without interruption and is provided by the same insurer. If the Policy is canceled or non-renewed by either Home Benefits, LLC or the Company, the coverage benefits will continue in force until the expiration date of Your membership. Coverage will still apply to claims that occurred prior to the date of such cancellation or non-renewal, provided all other terms, conditions, and exclusions of coverage are met.

#### **GENERAL PROVISIONS:**

Misrepresentation and Fraud: Coverage for You shall be void if, whether before or after a Loss, You have concealed or misrepresented any material fact or circumstance concerning this Coverage or the subject thereof, or the interest of You therein, or if You commit fraud or false swearing in connection with any of the foregoing.

Legal Actions: No action at law or in equity shall be brought to recover under this Evidence of Coverage prior to the expiration of sixty (60) days after proof of Loss has been furnished in accordance with the requirements of this coverage.

Duplicate Membership Coverage: In the event that You or an Eligible Family Member have intentionally or unintentionally enrolled for more than one membership in Home Benefits, LLC, coverage under this Evidence of Coverage is limited to one benefit payable per Loss.

Subrogation: If payment is made under this Coverage, the Company is entitled to recover such amounts from other parties or persons. In addition to transferring such rights, the Member (or any party paid under this program) must provide the Company with any assistance necessary to secure its rights and remedies, and must do nothing that would jeopardize them, or these rights will be recovered from that person.

Salvage: If salvage is requested, it must be remitted to the Administrator at Your expense. Failure to remit requested salvage may result in denial of the claim.

Dispute Resolution: Home Benefits, LLC benefits are subject to the terms and conditions outlined and includes certain restrictions, limitations, and exclusions. This Evidence of Coverage is not a policy of insurance. In the event of any conflict between the coverage in this Evidence of Coverage and the policy, the policy will govern. The policy is on file at the offices of the Administrator. The Home Benefits, LLC benefits are insured by American Bankers Insurance Company of Florida.

If any dispute arises between the Company and You with reference to the interpretation of this Evidence of Coverage or the extent of any settlement offered, the dispute shall be referred to arbitration for a decision binding on both parties, and not subject to any appeal process. Unless otherwise governed by applicable state law, the policy shall be interpreted and enforced in accordance with the laws of the state of Delaware.

# Home Benefits, LLC **Emergency Medical Expenses Benefits Evidence of Coverage**

#### **DEFINITIONS:**

Administrator means cynoSure Financial, Inc. on behalf of Home Benefits, LLC You or an Eligible Family Member should contact the Administrator if you have questions regarding this coverage or would like to make a claim. The Administrator can be reached by phone at 1-800-621-5287 or via email at www.realbenefits.com.

Membership Effective Date means the date You enroll as a member in Home Benefits, LLC or upon receipt of payment of membership dues as per the membership terms and conditions for Home Benefits, LLC, whichever occurs last.

Coverage Period means the period of time starting on the Membership Effective Date. Coverage will continue for the term indicated on the enrollment form as long as You are a member in good standing as defined by the membership terms and conditions for Home Benefits, LLC or until You or Home Benefits, LLC cancel Your membership in Home Benefits, LLC. If You or Home Benefits, LLC cancel Your membership, this coverage will also be cancelled.

Injury means accidental bodily injury suffered by: (1) You or an Eligible Family Member resulting from a Home Related Accident that occurs during the Coverage Period or (2) a Home Visitor resulting from a Home Related Accident that occurs during the Coverage Period.

Home Related Accident means an accident which occurs at Your Principal Residence.

You or Your means the person who is a member in good standing in Home Benefits, LLC as defined by the membership terms and conditions for Home Benefits, LLC and whose membership has not expired or been canceled by the member or Home Benefits, LLC.

Eligible Family Member(s) means the spouse or Domestic Partner of the member, but only if the spouse or Domestic Partner of the member resides at the Principal Residence of the member, and each unmarried child of the member, who is less than 21 years of age (or less than 23 years of age if a full- time student at an accredited college or university), but only if the unmarried child resides at the Principal Residence of the member. Any spouse, Domestic Partner or child of the member who does not reside at the Principal Residence of the member is not eligible for coverage under this Policy.

Domestic Partner means an unmarried person in an intimate, committed relationship of mutual caring who shares responsibility for basic living expenses with the member and also resides in the Principal Residence and is at least eighteen (18) years old and is not currently married and/or committed to another person.

Home Visitor means a person temporarily visiting You or an Eligible Family Member at Your Principal Residence.

Evidence of Coverage or Coverage means this document, which describes the terms and conditions of Home Benefits, LLC Emergency Medical Expenses Benefits. This Evidence of Coverage sets forth the entire agreement between You and the Company. Representations or promises made by any person that are not contained in this document are not a part of Your Home Benefits, LLC Emergency Medical Expenses Benefits.

Outpatient Facility means a hospital, walk-in medical center or outpatient clinic which meets all of the following requirements; (1) is legally licensed: (2) is operated primarily for the reception, care, and treatment of sick, ailing or injured persons; (3) has a staff of one or more licensed Physicians available at all times; and (4) provides facilities for diagnosis and surgery. The term does not include nursing, rest or convalescent homes.

Emergency Treatment Expenses means Outpatient Facility charges for: (1) diagnosis, treatment or surgery performed by a Physician, Surgeon or Dentist; (2) laboratory tests and X-ray examinations, if such tests or examinations are made by or at the request of the Physician, Surgeon or Dentist; (3) casts, splints and medication; and (4) any other reasonable and necessary emergency services and supplies. In no event, however, will Emergency Treatment Expenses include any inpatient charges, or any Outpatient Facility charges which exceed the usual and customary charges for comparable diagnosis, treatment, surgery, tests, examinations, casts, splints, medication, services and supplies.

Physician, Surgeon or Dentist means a legally licensed or certified practitioner (in Kansas, under the Kansas Healing Arts Act) who performs a covered service within the scope of the practitioner's license or certificate.

Deductible means the amount of covered loss which is assumed by the insured and which is not payable by the insurer under a homeowner's, renter's, personal property or health insurance policy.

Principal Residence means a Home that the member lives in for at least nine (9) months out of the year.

Home means either a single-family dwelling or a multiple-family dwelling (such as a condominium, townhome, or apartment unit).

## **EMERGENCY MEDICAL EXPENSE BENEFIT**

Description of Coverage: Subject to this Evidence of Coverage, an emergency medical expense benefit may be payable if You, a Home Visitor or an Eligible Family Member require emergency treatment in an Outpatient Facility as a result of an Injury received in a Home Related Accident that occurs during the Coverage Period. The emergency treatment must be received within 48 hours after the Home Related Accident which caused the Injury. The benefit will be equal to the Emergency Treatment Expenses actually incurred by You, a Home Visitor or an Eligible Family Member during the 48-hour period immediately following the time emergency treatment was first received and that are not covered by any other insurance available to You, any Home Visitor or any Eligible Family Member.

NOTE: Coverage is excess of any other applicable insurance or indemnity available to You, a Home Visitor or an Eligible Family Member. Coverage is limited to only those amounts not covered by any other insurance or indemnity, subject to the conditions, limitations, and exclusions described herein. In no event will this coverage apply as contributing insurance. This "non-contribution" clause will take precedence over the "non-contribution" clauses found in other insurance or indemnity language.

#### **Conditions Precedent to Liability:**

The Company has no liability unless the following has taken place:

- The Emergency Treatment Expenses were incurred as a result of an Injury received in a Home Related Accident that occurred during the Coverage Period: and
- The Emergency Medical Expenses were incurred within 48 hours after the Home Related Accident which caused the Injury.

**EXCLUSIONS:** The Company shall not be responsible for:

- Any inpatient charges;
- Any Outpatient Facility charges which exceed the usual and customary charges for comparable diagnosis, treatment, surgery, tests, examinations, casts, splints, medication, services and supplies;
- Any loss caused by or resulting from suicide or self-destruction, or any attempt thereat, while sane or insane;
- Any loss caused by or resulting from declared or undeclared war, or any act thereof;
- Any loss caused by or resulting from bacterial infection, except pus-forming infections resulting from Injury;
- Any loss caused by or resulting from participating in or tempting to commit a felony;
- Any loss caused by or resulting from illness, disease or allergic reaction:
- Any loss caused by or resulting from ingestion of a poisonous substance (except that accidental ingestion of a poisonous substance which causes Injury is not excluded);
- Any loss caused by or resulting from being under the influence of narcotics, unless taken in accordance with the advice of a Physician;
- Any loss caused by or resulting from being under the influence of any intoxicating liquor. (An intoxicating liquor is that which is defined as or determined to be such by the laws of the jurisdiction where the loss or cause of loss occurred.)

CLAIMS: To make a valid claim, You or an Eligible Family Member should call the Administrator at 1-800-621-5287 within 90 days following the date that the Home Related Accident occurred, or as soon as reasonably possible. If the claim is reported after 90 days of the Home Related Accident your claim may be denied. Failure to give notice of loss within 90 days of the Home Related Accident will not invalidate or reduce any otherwise valid claim, if notice is given as soon as is reasonably possible.

The Administrator will send a claim form, which should be completed and mailed back to the Administrator at Home Benefits, LLC, c/o cynoSure Financial, Inc., P.O. Box 7690, St. Clair Shores, MI 48080 with:

- 1. A copy of the explanation of the diagnosis, along with copies of the itemized bills and receipts for the Emergency Treatment Expenses incurred by You, a Home Visitor or an Eligible Family Member;
- 2. A copy of the Declaration Page from the health insurance policy, homeowner's or renter's insurance policy, auto insurance policy and/or from any other available insurance for this claim;
- 3. A copy of the claim form(s) submitted to the health insurance, homeowner's or renter's insurance, auto insurance or any other insurance company for the Emergency Treatment Expenses incurred by You, a Home Visitor or an Eligible Family Member (as applicable);
- 4. A copy of the police report (if applicable):
- 5. A copy (or copies) of the payment(s) made to the Outpatient Facility by Your, a Home Visitor's or an Eligible Family Member's health insurance and/or by any other available insurance (e.g., Your or an Eligible Family Member's homeowner's or renter's insurance carrier; liability carrier insuring the 3rd party responsible for the Home Related Accident, etc.);
- 6. Any other documentation that the Administrator may reasonably request.

All these required items, including the claim form, must be postmarked within 180 days, but in no event later than 1 year, of the date of the Home Related Accident, or as soon as reasonably possible. Failure to provide proof of loss within 180 days of the Home Related Accident will not invalidate or reduce any otherwise valid claim if notice and proof of loss is given as soon as is reasonably possible, and in no event later than 1 year after the original date of loss.

### AMBULANCE AND PARAMEDIC EXPENSE BENEFIT

Description of Coverage: Subject to this Evidence of Coverage, an ambulance and paramedic expense benefit may be payable if You, a Home Visitor or an Eligible Family Member require ambulance transportation and/or paramedic service as the result of an Injury caused by a Home Related Accident that occurs during the Coverage Period. The Ambulance and Paramedic Expense Benefit will be equal to the expenses actually incurred for necessary ambulance service furnished by a licensed ambulance service and/or for urgent medical attention provided by a certified Emergency Medical Technician that are not covered by any other insurance available to You, any Home Visitor or any Eligible Family Member.

NOTE: Coverage is excess of any other applicable insurance or indemnity available to You, a Home Visitor or an Eligible Family Member, Coverage is limited to only those amounts not covered by any other insurance or indemnity, subject to the conditions, limitations, and exclusions described herein. In no event will this coverage apply as contributing insurance. This "non-contribution" clause will take precedence over the "non-contribution" clauses found in other insurance or indemnity language.

#### **Conditions Precedent to Liability:**

The Company has no liability unless the following has taken place:

- The Injury resulted from a Home Related Accident that occurred during the Coverage Period; and
- The ambulance expenses incurred must be for necessary ambulance service that is provided by a licensed ambulance service; and/or
- The paramedic expenses incurred must be for urgent medical attention that is provided by a certified Emergency Medical Technician.

**EXCLUSIONS:** The Company shall not be responsible for any loss caused by or resulting from:

Suicide or self-destruction, or any attempt thereat, while sane or insane;

- Declared or undeclared war, or any act thereof;
- Bacterial infection, except pus-forming infections resulting from Injury;
- Participating in or attempting to commit a felony;
- Illness, disease or allergic reaction;
- Ingestion of a poisonous substance (except that accidental ingestion of a poisonous substance which causes Injury is not excluded);
- Being under the influence of narcotics, unless taken in accordance with the advice of a Physician:
- Being under the influence of any intoxicating liquor. (An intoxicating liquor is that which is defined as or determined to be such by the laws of the jurisdiction where the loss or cause of loss occurred.)

CLAIMS: To make a valid claim, You or an Eligible Family Member should call the Administrator at 1-800-621-5287 within 90 days following the date that the Home Related Accident occurred, or as soon as reasonably possible. If the claim is reported after 90 days of the Home Related Accident, your claim may be denied. Failure to give notice of loss within 90 days of date that the Home Related Accident occurred will not invalidate or reduce any otherwise valid claim, if notice is given as soon as is reasonably possible.

The Administrator will send a claim form, which should be completed and mailed back to the Administrator at Home Benefits, LLC, c/o cynoSure Financial, Inc., P.O. Box 7690, St. Clair Shores, MI 48080 with:

- 1. A copy of the explanation of the diagnosis, along with copies of the itemized bills and receipts for the ambulance transportation and/or paramedic service expenses incurred by You, a Home Visitor or an eligible Family Member;
- 2. A copy of the Declaration Page from the health insurance policy, homeowner's or renter's insurance policy, auto insurance policy and/or from any other available insurance for this claim;
- 3. A copy of the claim form(s) submitted to the health insurance, homeowner's or renter's insurance, auto insurance or any other insurance company for the ambulance transportation and/or paramedic service expenses incurred by You, a Home Visitor or an Eligible Family Member (as applicable):
- 4. A copy of the police report (if applicable);
- 5. A copy (or copies) of the payment(s) made to the ambulance service and/or paramedic service by Your, a Home Visitor's or an Eligible Family Member's health insurance and/or by any other available insurance (e.g., Your or an Eligible Family Member's homeowner's or renter's insurance carrier; liability carrier insuring the 3rd party responsible for the Home Related Accident, etc.);
- 6. Any other documentation that the Administrator may reasonably request.

All these required items, including the claim form, must be postmarked within 180 days of the date of the Home Related Accident, or as soon as reasonably possible. Failure to provide proof of loss within 180 days of the date of the Home Related Accident will not invalidate or reduce any otherwise valid claim if notice and proof of loss is given as soon as is reasonably possible, and in no event later than 1 year after the original date of the Home Related Accident.

### HEALTH INSURANCE DEDUCTIBLE REIMBURSEMENT BENEFIT

Description of Coverage: Subject to this Evidence of Coverage, a health insurance deductible reimbursement benefit may be payable if You or an Eligible Family Member is hospitalized as a result of an Injury received from a Home Related Accident that occurs during the Coverage Period, but only if You or an Eligible Family Member are covered by a health insurance policy. The benefit will be equal to the Deductible on Your or an Eligible Family Member's health insurance policy up to a maximum of \$500 per occurrence.

No benefit is payable if: (1) You or an Eligible Family Member are not covered by a health insurance policy; (2) the expenses incurred are not covered by the health insurance policy; or (3) the expenses incurred do not exceed the Deductible.

NOTE: Coverage is excess of any other applicable insurance or indemnity available to You or an Eligible Family Member. Coverage is limited to only those amounts not covered by any other insurance or indemnity, subject to the conditions, limitations, and exclusions described herein. In no event will this coverage apply as contributing insurance. This "non-contribution" clause will take precedence over the "non-contribution" clauses found in other insurance or indemnity language.

Conditions Precedent to Liability: The Company has no liability unless the following has taken place:

- The hospitalization resulted from an Injury received in a Home Related Accident that occurred during the Coverage Period; and
- You or an Eligible Family Member are covered by a health insurance policy; and
- The expenses incurred during the hospitalization are covered by Your or an Eligible Family Member's health insurance policy; and
- The amount paid by Your or an Eligible Family Member's health insurance company exceeds the Deductible amount of Your or an Eligible Family Member's health insurance policy.

**EXCLUSIONS:** The Company shall not be responsible for:

- Any loss if You or an Eligible Family Member are not covered by a health insurance policy;
- Any loss if the expenses incurred during the hospitalization are not covered by Your or an Eligible Family Member's health insurance policy;
- Any loss if the expenses incurred do not exceed the Deductible amount of Your or an Eligible Family Member's health insurance policy;
- Any loss if Your or an Eligible Family Member's claim is denied by Your or an Eligible Family Member's health insurance company;
- Any loss if the expenses were incurred by You or an Eligible Family Member for treatment provided on an outpatient basis;
- Any loss caused by or resulting from suicide or self-destruction, or any attempt thereat, while sane or insane;
- Any loss caused by or resulting from declared or undeclared war, or any act thereof;
- Any loss caused by or resulting from bacterial infection, except pus-forming infections resulting from Injury;

- Any loss caused by or resulting from participating in or attempting to commit a felony;
- Any loss caused by or resulting from illness, disease or allergic reaction;
- Any loss caused by or resulting from ingestion of a poisonous substance (except that accidental ingestion of a poisonous substance which causes Injury is not excluded);
- Any loss caused by or resulting from being under the influence of narcotics, unless taken in accordance with the advice of a Physician;
- Any loss caused by or resulting from being under the influence of any intoxicating liquor. (An intoxicating liquor is that which is defined as or determined to be such by the laws of the jurisdiction where the loss or cause of loss occurred.)

CLAIMS: To make a valid claim, You or an Eligible Family Member should call the Administrator at 1-800-621-5287 within 90 days following the date that the Home Related Accident occurred, or as soon as reasonably possible. If the claim is reported after 90 days of the Home Related Accident your claim may be denied. Failure to give notice of loss within 90 days of the date that the Home Related Accident occurred will not invalidate or reduce any otherwise valid claim, if notice is given as soon as is reasonably possible.

The Administrator will send a claim form, which should be completed and mailed back to the Administrator at Home Benefits, LLC, c/o cynoSure Financial, Inc., P.O. Box 7690, St. Clair Shores, MI 48080 with:

- 1. A copy of the explanation of the diagnosis, along with copies of the itemized bills and receipts for the hospital expenses incurred by You or an Eligible Family Member;
- 2. A copy of the Declaration Page from Your or an Eligible Family Member's health insurance policy;
- 3. A copy of the claim form submitted to Your or an Eligible Family Member's health insurance company (if applicable);
- 4. A copy of the police report (if applicable);
- 5. A copy (or copies) of the payment(s) made to the hospital by Your or an Eligible Family Member's health insurance;
- 6. Any other documentation that the Administrator may reasonably request.

All these required items, including the claim form, must be postmarked within 180 days of the date of the Home Related Accident, or soon as reasonably possible. Failure to provide proof of loss within 180 days of the date of the Home Related Accident will not invalidate or reduce any otherwise valid claim if notice and proof of loss is given as soon as is reasonably possible, and in no event later than 1 year after the original date of the Home Related Accident.

#### CHILD'S ACCIDENT EXPENSE BENEFIT

Description of Coverage: Subject to this Evidence of Coverage, a child's accident expense benefit may be payable if a child, who is an Eligible Family Member, suffers accidental bodily injury anywhere within the United States or Canada and incurs: (1) Emergency Treatment Expenses in an Outpatient Facility within 48 hours after suffering the injury; (2) expenses for necessary ambulance transportation furnished by a licensed ambulance service; or (3) expenses for urgent medical attention provided by a certified Emergency Medical Technician. The benefit will be equal to the Emergency Treatment Expenses actually incurred by You or an Eligible Family Member for the treatment of the child that is provided during the 48hour period immediately following the time emergency treatment was first received and/or for the actual expenses incurred for necessary ambulance transportation furnished by a licensed ambulance service and/or for the actual expenses incurred for urgent medical attention provided by a certified Emergency Medical Technician that are not covered by any other insurance available to You or to any Eligible Family Member.

No benefit is payable for accidental bodily injury occurring while the child, who is an Eligible Family Member, is participating in sports programs sponsored by schools, churches, park districts, municipalities, sports clubs or other organizations.

NOTE: Coverage is excess of any other applicable insurance or indemnity available to You or an Eligible Family Member. Coverage is limited to only those amounts not covered by any other insurance or indemnity, subject to the conditions, limitations, and exclusions described herein. In no event will this coverage apply as contributing insurance. This "non-contribution" clause will take precedence over the "non-contribution" clauses found in other insurance or indemnity language.

### **Conditions Precedent to Liability:**

The Company has no liability unless the following has taken place:

- The child must be an Eligible Family Member, and the child's injury must have occurred within the United States or Canada; and
- Any Emergency Treatment Expenses in an Outpatient Facility must have been incurred within 48 hours from the time emergency treatment was first received by the child; and/or
- The ambulance expenses incurred must be for necessary ambulance service for the child that is provided by a licensed ambulance service; and/or
- The paramedic expenses incurred must be for urgent medical attention for the child that is provided by a certified Emergency Medical Technician.

**EXCLUSIONS:** The Company shall not be responsible for:

- Any expenses incurred resulting from accidental bodily injury that occurs while the child, who is an Eligible Family Member, is participating in sports programs sponsored by schools, churches, park districts, municipalities, sports clubs or other organizations;
- Any inpatient charges;
- Any Outpatient Facility charges which exceed the usual and customary charges for comparable diagnosis, treatment, surgery, tests, examinations, casts, splints, medication, services and supplies;
- Any loss caused by or resulting from suicide or self-destruction, or any attempt thereat, while sane or insane;
- Any loss caused by or resulting from declared or undeclared war, or any act thereof;
- Any loss caused by or resulting from bacterial infection, except pus-forming infections resulting from Injury;
- Any loss caused by or resulting from participating in or attempting to commit a felony;

- Any loss caused by or resulting from illness, disease or allergic reaction;
- Any loss caused by or resulting from ingestion of a poisonous substance (except that accidental ingestion of a poisonous substance which causes Injury is not excluded);
- Any loss caused by or resulting from being under the influence of narcotics, unless taken in accordance with the advice of a Physician;
- Any loss caused by or resulting from being under the influence of any intoxicating liquor. (An intoxicating liquor is that which is defined as or determined to be such by the laws of the jurisdiction where the loss or cause of loss occurred.)

CLAIMS: To make a valid claim, You or an Eligible Family Member should call the Administrator at 1-800-621-5287 within 90 days following the date that the child is accidentally injured, or as soon as reasonably possible. If the claim is reported after 90 days of the date that the child is accidentally injured, your claim may be denied. Failure to give notice of loss within 90 days of the date that the child is accidentally injured will not invalidate or reduce any otherwise valid claim, if notice is given as soon as is reasonably possible.

The Administrator will send a claim form, which should be completed and mailed back to the Administrator at Home Benefits, LLC, c/o cynoSure Financial, Inc., P.O. Box 7690, St. Clair Shores, MI 48080 with:

- 1. A copy of the explanation of the diagnosis, along with copies of the itemized bills and receipts for the Emergency Treatment Expenses, ambulance transportation expenses and/or paramedic service expenses for the child;
- 2. A copy of the Declaration Page from the health insurance policy, homeowner's or renter's insurance policy, auto insurance policy and/or from any other available insurance for this claim;
- 3. A copy of the claim form(s) submitted to the health insurance, homeowner's or renter's insurance, auto insurance company or other insurance company for the Emergency Treatment Expenses, ambulance transportation expenses and/or paramedic service expenses for the child;
- 4. A copy of the police report (if applicable);
- 5. A copy (or copies) of the payment(s) made to the Outpatient Facility, ambulance service and/or paramedic service by Your or an Eligible Family Member's health insurance and/or by any other available insurance (e.g., Your or an Eligible Family Member's homeowner's or renter's insurance carrier, liability carrier insuring the 3rd party responsible for the accident, etc.);
- 6. Any other documentation that the Administrator may reasonably request.

All these required items, including the claim form, must be postmarked within 180 days of the date that the child is accidentally injured, or as soon as reasonably possible. Failure to provide proof of loss within 180 days will not invalidate or reduce any otherwise valid claim if notice and proof of loss is given as soon as is reasonably possible, and no event later than 1 year after the original date that the child is accidentally injured.

Benefits payable under this Evidence of Coverage for any Loss will be paid upon receipt of proof of such Loss and all required information necessary to support the claim.

All benefits payable will be payable to You or an Eligible Family Member or, in the case of death, to Your or an Eligible Family Member's estate. No person or entity other than You or an Eligible Family Member shall have any legal or equitable right, remedy or claim of insurance proceeds and/or damages under or arising out of this Policy.

CANCELLATION AND NON-RENEWAL: Home Benefits, LLC can cancel or choose not to renew this coverage. If this happens, Home Benefits, LLC will notify You at least sixty (60) days in advance of the expiration of this coverage. Such notices need not be given if substantially similar replacement coverage takes effect without interruption. If the Policy is canceled or non-renewed by Home Benefits, LLC, the coverage benefits will continue in force until the expiration date of Your membership. Coverage will still apply to claims that occurred prior to the date of such cancellation or non-renewal, provided all other terms, conditions, and exclusions of coverage are met.

# **GENERAL PROVISIONS:**

Misrepresentation and Fraud: Coverage for You, a Home Visitor or an Eligible Family Member shall be void if, whether before or after a loss, You, a Home Visitor or an Eligible Family Member have concealed or misrepresented any material fact or circumstance concerning this Coverage or the subject thereof or the interest of You, a Home Visitor or an Eligible Family Member therein, or if You, or a Home Visitor or an Eligible Family Member commit fraud or false swearing in connection with any of the foregoing.

Legal Actions: No action at law or in equity shall be brought to recover under this Evidence of Coverage prior to the expiration of sixty (60) days after proof of loss has been furnished in accordance with the requirements of this coverage.

Duplicate Membership Coverage: In the event that You or an Eligible Family Member have intentionally or unintentionally enrolled for more than one membership in Home Benefits, LLC, coverage under this Evidence of Coverage is limited to one benefit payable per Loss.

Subrogation: If payment is made under this Evidence of Coverage, the Company is entitled to recover such amounts from other parties or persons. Any party or person to or for whom the Company makes payment must transfer to the Company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from that person.

Dispute Resolution: Home Benefits, LLC's Emergency Medical Expenses Benefits are subject to the terms and conditions outlined and include certain restrictions, limitations, and exclusions. This Evidence of Coverage is not a policy of insurance. In the event of any conflict between the coverage in this Evidence of Coverage and the policy, the policy will govern. The policy is on file at the offices of the Administrator.

If any dispute arises between You and the Company with reference to the interpretation of this Coverage or the extent of any settlement offered, the dispute shall be referred to arbitration for a decision binding on both parties, and not subject to any appeal process. Unless otherwise governed by applicable state law, the policy shall be interpreted and enforced in accordance with the laws of the state of Delaware.