

AmeriValue Plan Member Terms and Conditions

1. This Agreement is between the Member and America's Consumer Health Care Consumer Association ("AHCCA" or "Association"), the sponsor of your AmeriValue Plan ("AmeriValue").
2. **This program is NOT basic health insurance or major medical coverage and is not designed as a substitute or replacement for basic health insurance or major medical coverage.** This program is a referral and discount plan and does not warrant professional services, nor is it responsible for the quality of care received. This program makes no warranties express or implied concerning services or care provided. The program does not make payments directly to providers. Plan members are obligated to pay for all services but will receive a discount from participating providers. Services are not available where prohibited by law. Discounts contained in this program may not be used in conjunction with any other discount plan or program. All listed or quoted prices or discounts are current prices from participating providers and are subject to change without notice. Savings are based upon the participating provider's normal, usual and customary fees. Actual savings will vary depending on location and specific services or products purchased. At any time, a participating provider may be eliminated from the respective network in which he or she is associated. Programs may vary or may not be available in all states/areas.
3. Your AHCCA membership does provide access to limited supplemental insurance benefits and is not intended to cover all medical expenses. All group policies providing insured benefits are issued by licensed insurance companies to AHCCA or any affiliated association as the policyholder. From membership dues, AHCCA pays for all benefits which are included in the various membership programs, including premiums for any insured benefits. Certificates of Insurance, if applicable, will be provided in your membership fulfillment materials which contain only a brief description of coverage. Any difference between the certificate and the actual policy will be settled according to the specific terms, limitations and exclusions contained in the policy. Insured benefits may not be available in all states and limitations and exclusions may vary by state.
4. To receive a reimbursement of an insurance benefit, you must complete and submit standard claim forms which shall be mailed to the insurance company or its designated third party administrator (TPA) in order to receive payment for covered services. Claim forms may be obtained by contacting Member Services toll free at 1-888-416-2764. The claim form will specify where to mail the claim to, or you can contact Member Services for this information.
5. Payments for your AHCCA/AmeriValue program are due in advance. Payments will be collected on or about 15 days before any applicable due date. To change the mode of payment or make a change to your plan send a written request via fax to 972-915-3283 or call Member Services toll free at 1-888-416-2764. Accepted methods of payment are monthly, quarterly, semi-annual, or annually via Credit Card (Visa or MasterCard) or Automatic Bank Draft. Failure of a Member to pay these dues will be cause for cancellation of the membership by AHCCA. AHCCA/AmeriValue reserve the right to terminate any membership or deny membership in the program for lack of payment to AHCCA/AmeriValue. Returned checks, insufficient fund notices on bank drafts, or denial by the member's credit card company for payment of the periodic program fee is deemed evidence of non-payment by a Member. Any bank service fees charged because of such action will be the responsibility of the Member.
6. Members may cancel their membership at any time upon written notification to AHCCA/AmeriValue. A member shall receive a pro-rata reimbursement of all periodic charges if required by state law. If you choose to cancel your membership, it is your responsibility to make sure that

your written request for cancellation is sent to AHCCA/AmeriValue at least 5 days prior to your next draft date in order for your account not to be charged for an additional month's fees. Cancellation requests may be mailed to AHCCA/AmeriValue, P.O. Box 610810, Dallas, TX 75261. To receive a faxed confirmation of your cancellation, fax your request, with a return fax number to 972-915-3283. Fees on memberships cancelled within 30 days of the initial Effective Date shall be refunded in full. Enrollment fees are refundable for cancellations within 30 days of the initial Effective Date only where required by state law. You must return all AHCCA/AmeriValue identification cards with your cancellation notice. Any refund to which a member may be entitled shall be processed within 10 business days from the date the written request for cancellation is received or 10 days from the date of funds obtained by AHCCA/AmeriValue, whichever is later.

7. **Proxy.** Your participation in this plan automatically enrolls you as a member of AHCCA. If applicable, as a member of AHCCA you may also be automatically enrolled as a limited membership in any other association affiliated with AHCCA. In this regard, you appoint the secretary of each respective association in office at any particular time as your proxy to receive notice of and attend all meetings of the members and vote on your behalf and to otherwise act for you in the same manner and with the same effect as if you were personally present. This proxy shall be valid until revoked by you at any time prior to voting at any meeting (i) by executing and delivering a written notice of revocation to the secretary of the association, (ii) by executing and delivering a subsequently dated proxy to the secretary of the association, or (iii) by voting in person.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Any dispute arising from or relating to the Agreement shall be resolved through binding, non-appealable private arbitration conducted in accordance with the rules of the American Arbitration Association and subject to the Texas Arbitration Code. Exclusive venue for such arbitration shall be in Dallas County, Texas. Members shall submit all grievances in writing via U.S. Mail to Member Services, Attn. "Complaint Resolutions", P.O. Box 610810, Dallas, TX 75261. These provisions shall survive termination of membership in AHCCA/AmeriValue.
9. This Agreement constitutes the entire Agreement between Members and AHCCA. There are no warranties, express or implied, other than those expressly stated herein. This Agreement may only be amended in writing and only by AHCCA. AHCCA may assign its duties and responsibilities to third parties and shall be relieved of any further liability hereunder.
10. AHCCA shall not share your personally identifiable information with the general public; however, AHCCA may send promotional information to its Members about services offered by AHCCA, its affiliates or partners.

These Terms and Conditions are subject to change without notice.