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STATE OF WASHINGTON  
OFFICE OF INSURANCE COMMISSIONER

In the Matter of

RENT-A-CENTER, INC. and RENT-A-CENTER  
WEST, INC.

and

BENEFIT MARKETING SOLUTIONS, LLC and  
BENEFIT SERVICES ASSOCIATION,

NO. 14-0082

**MOTION FOR SUMMARY  
JUDGMENT**

Benefit Marketing Solutions, LLC (“BMS”), Benefit Services Association (“BSA”), Rent-A-Center, Inc., and Rent-A-Center West, Inc. move for summary judgment dismissing all claims because the Office of the Insurance Commissioner has (1) improperly determined that BMS and BSA are selling either a service contract or insurance under Washington law and (2) improperly asserted jurisdiction over two Rent-A-Center entities that do not conduct any business in the state of Washington and have no involvement with the allegations raised by the OIC.

**STATEMENT OF ISSUES**

1. RCW 48.110.020(18)(a) defines a service contract to require (1) additional consideration, and (2) an agreement for a specific duration. Here, the Paid-Out Account benefit provided to Washington RAC Benefits Plus lacks any specificity as to its duration (as members have full control over how long they will stay members) and the benefit does not





1           4.     Rent-A-Center West, Inc. operates a number of stores in Washington state  
2 through which it enters into rental purchase agreements with its customers for electronics,  
3 furniture, appliances, computers, smart phones, and other household items.

4           5.     After the rental purchase agreement process, customers are offered an  
5 opportunity to purchase a membership in the RAC Benefits Plus program.

6           6.     The RAC Benefits Plus program offers week to week, or month to month,  
7 memberships which may be cancelled at any time by the member.

8           7.     The RAC Benefits Plus program provides its members with a number of  
9 benefits including:

- 10           • Involuntary Unemployment Payment Waiver;
- 11           • Courtesy Waiver Benefit;
- 12           • Dining, Shopping, Automotive Care, Rental Car, Hotel Discounts;
- 13           • Product Replacement Saving Option;
- 14           • Accident & Sickness Payment Waiver; and
- 15           • Paid-Out Account Product Service Protection (the "Paid Out Account

16 benefit").

17           8.     The OIC does not seek to regulate or impose any fines over any of the current  
18 benefits other than the Paid-Out Account benefit. The Paid-Out Account benefit provides  
19 members with a repair and replacement benefit once the lease has been completed and the  
20 member owns the product outright. The benefit is not applicable to products while they are  
21 being leased. The Paid-Out Account benefit only covers product failure or mechanical  
22 breakdown resulting from ordinary usage or wear and tear. If the member experiences product  
23 failure or mechanical breakdown, they may bring the product to any Rent-A-Center location  
24 to obtain the repair or replacement.

25           9.     The Paid-Out Account benefit is available to RAC Benefits Plus members  
26 because BMS has negotiated the service as part of its agreement with Rent-A-Center Texas,  
L.P.

          10.    The Paid-Out Account benefit is in no way tied to a specific product. RAC  
Benefits Plus members are entitled to the benefit for every product rental product that the  
member gains ownership of during their membership. The member could own 50 or none



1 (they could all be presently leased) and the membership fee would be unchanged. The  
2 member is able to obtain the benefit for all products that have rented and then own outright.

3 11. The RAC Benefits Plus program previously provided an Accidental Death and  
4 Dismemberment policy – which was issued to BMS as the insured under a group policy – as a  
5 benefit to its members. The AD&D policy was provided by Life of the South and was  
6 approved in the state of Oklahoma. BMS removed the AD&D policy for Washington  
7 members from the RAC Benefits Plus program as a benefit in December of 2013.

8 12. The Washington Office of the Insurance Commissioner (“OIC”) issued an  
9 Amended Notice of Hearing for Imposition of Fines (the “Amended Notice” on May 9, 2014)  
10 in which it alleged that:

- 11 a. the Paid-Out Account benefit is a service contract as defined by RCW  
12 48.110.020(17);
- 13 b. the Paid-Out Account benefit is insurance as defined by RCW 48.01.040;
- 14 c. BMS and BSA violated RCW 48.110.030 and RCW 48.15.020 because they  
15 have failed to register as service contract providers;
- 16 d. Rent-A-Center, Inc. and Rent-A-Center West, Inc. violated RCW 48.17.060  
17 and RCW 48.17.063 because they sold insurance in the State of Washington  
18 without being licensed as insurance producers.

19 13. BMS, BSA, Rent-A-Center, Inc. and Rent-A-Center West, Inc. disputed these  
20 allegations and this proceeding was commenced.

### 21 ARGUMENT & AUTHORITY

#### 22 A. The Paid-Out Account benefit is not a service contract.

23 A service contract under RCW 48.110.020(18)(a) requires (1) an agreement (2) for  
24 consideration above and beyond the lease or purchase price of the property (3) for a specific  
25 duration (4) to perform the repair, maintenance, or replacement of the property. The Paid-Out  
26 Account benefit must meet each of these requirements to qualify as a service contract. It does  
not for multiple reasons.

1 First, there is no additional consideration. Rent-A-Center customers may choose to  
2 pay a membership fee to join the RAC Benefits Plus program under which the Paid-Out  
3 Account benefit is one of many incidental benefits. This amount is a set sum and does not  
4 change based on what incidental benefits are part of the current package. A membership fee  
5 for joining an association with numerous benefits does not establish the additional  
6 consideration prong of RCW 48.110.020(18)(a).

7 Additionally, the Paid-Out Account benefit is not available until the member has  
8 completed the lease and owns the property outright. Thus, in the vast majority of cases, the  
9 customer joins the RAC Benefits Plus program and pay weekly membership dues during the  
10 lease period. Then, once the lease ends the benefit becomes available, but the membership  
11 fee stays exactly the same. The fact that there is no increase to the membership fee when the  
12 Paid-Out Account benefit becomes available supports the position that there is no additional  
13 consideration paid for this benefit.

14 Further, the benefit is not tied to any product, instead it is tied to the customer's  
15 membership. The membership fee is unaffected by either the specific leased product or the  
16 quantity of leased product. A Rent-A-Center customer could lease 50 products, but would  
17 only pay a single RAC Benefits Plus program membership fee to receive the incidental Paid-  
18 Out Account benefit. The customer could lease a \$3,000 refrigerator or a \$200 TV stand and  
19 the cost of the membership would remain unchanged. There is not a minimum membership  
20 period required to receive any benefit and a member is not required to be a member  
21 throughout the lease period to receive the Paid-Out Account benefit. If the member joins one  
22 day prior to owning it outright, they will receive the full benefit. Thus, there is no additional  
23 consideration paid for this benefit.

24 Second, there is no specific duration for the Paid-Out Account benefit. The word  
25 "specific" modifies "duration" which would indicate that a service contract should state the  
26



1 exact length of the promisor's obligations. In the ordinary course of a service contract, the  
2 contract states the specific number of days, weeks, months or years that the contract remains  
3 enforceable. Here, the benefit is available to the member for as long as they maintain their  
4 membership. It could be for a day or for up to a year for each product, simply dependent on  
5 how long they pay their weekly membership. There is no specific duration for the Paid-Out  
6 Account benefit because the duration is tied directly to the RAC Benefits Plus program  
7 membership and can be continued or terminated at any time at the member's discretion.

8 The Paid-Out Account benefit is drastically different from a service contract under  
9 which the cost of the service contract is tied to a specific product(s) and is dictated by the  
10 length of the agreement. The Paid-Out Account benefit does not qualify as a service contract  
11 under RCW 48.110.020(18)(a) because there is no additional consideration and no specific  
12 duration.

13 **B. The Paid-Out Account benefit is not insurance.**

14 Recognizing that it cannot establish that the Paid-Out Account benefit is a service  
15 contract, the OIC falls back on its argument that the membership benefit is insurance as  
16 defined by RCW 48.01.040. RCW 48.01.040 defines insurance as "a contract whereby one  
17 undertakes to indemnify another or pay a specified amount upon determinable contingencies."  
18 The statute provides two disjunctive definitions for what may qualify as insurance, and the  
19 Paid-Out Account benefit fails to qualify as either.

- 20  
21 1. The Paid-Out Account benefit is not insurance because there is not a specified amount to be paid.

22 "Specified" modifies "amount" and would indicate that to qualify as insurance there  
23 would need to be a face value of the contract or pre-determined amount to be paid out  
24 following certain conditions. The "specified amount" could be most commonly identified in a  
25 circumstance like life insurance where the insurer agrees to pay the beneficiary of the insured  
26



1 a death benefit (say \$1,000,000.00) upon the insured's death. Nothing of the sort exists here.  
2 Instead, if the product requires repair, maintenance, or replacement, Rent-A-Center will  
3 provide those services at no charge to the customer. There is no amount at all paid to the  
4 customer and there certainly is not an amount that is specified.

5  
6 2. The Paid-Out Account benefit is not insurance because neither BMS nor BSA  
7 have undertaken to indemnify the association members from any loss.

8 Indemnify is defined as "to reimburse (another) because of a loss suffered because of a  
9 third party's or one's own acts or default." BRYAN GARNER, *BLACK'S LAW DICTIONARY* 837 (9<sup>th</sup>  
10 Ed. 2009). The Paid-Out Account benefit does not have any of the elements of a contract of  
11 indemnity. There is no loss suffered by BSA's members, there is no reimbursement to BSA's  
12 members, and there is no act by a third party or the member themselves. Instead, as one of  
13 the many incidental benefits of joining RAC Benefits Plus, the member may return a product  
14 that has suffered product failure or mechanical breakdown and have that product repaired or  
15 replaced at no charge. This benefit in no way constitutes insurance under RCW 48.01.040  
16 because it is not a contract of indemnity.

17 3. The Paid-Out Account benefit does not bear any indicia of insurance.

18 In addition to not meeting the statutory definition of insurance, the Paid-Out Account  
19 benefit does not have any typical characteristics of insurance:

- 20 • There is no application for insurance.
- 21 • There is no insurance policy.
- 22 • Protection is provided against product failure and mechanical  
23 breakdown of the merchandise "not caused by external conditions."  
24 Insurance generally covers loss that results from a specified peril or an  
25 unforeseen risk, not mechanical breakdown or normal wear and tear.
- 26 • No deductible is imposed upon the customer.



- 1           • No underwriting applies, as with insurance. No use of credit history,  
2 insurance scores or any other metrics that would gauge the risk of the  
3 member.
- 4           • The membership fee is a flat fee that is charged to all members,  
5 regardless of the market value of the merchandise rented or the number  
6 of items rented. There is no relationship between the cost of  
7 membership and the potential cost to BMS of providing the benefit.
- 8           • The membership provides a bundle of benefits for a flat fee, similar to  
9 that offered through AAA. If a member decides to maintain  
10 membership after pay out, there is no increase in the membership fee  
11 for the services that are provided post-payout.
- 12           • The benefit covers repair costs (including parts and labor) of all items  
13 that were covered through the original manufacturer's warranty. Thus,  
14 it operates in a manner similar to a manufacturer's warranty.

15 Each of these supports BMS and BSA's position that the Paid-Out Account benefit is  
16 not insurance.

17 In *Discount Tire Co. of Washington, Inc. v. State of Washington*, 85 P.3d 400 (2004),  
18 the Washington Court of Appeals discussed distinctions between extended warranties and  
19 insurance, and such distinctions may be argued to be applicable to the Paid-Out Account  
20 Product Service Protection program. In *Discount Tire*, a tire retailer brought suit claiming  
21 entitlement to a tax credit for sales tax it was accessed by the Department of Revenue on the  
22 sale of new tires which replaced tires returned by a customer under an optional extended  
23 warranty. The Department of Revenue argued, among other things, that the extended  
24 warranty was analogous to an insurance contract for which the tire purchaser paid an  
25 additional fee. Thus, it claimed that the payments to the purchaser constituted insurance, as  
26 opposed to refunds subject to a tax credit. The court disagreed, finding that the Department's  
analogy to insurance contracts did not apply, because "payments under insurance contracts are  
generally pro-rated or based upon depreciated values of damaged or destroyed property, often  
subject to a deductible borne by the insured." *Discount Tire*, 85 P.3d at 408.



1  
2 Based on the above, this hearing unit should determine the benefit is not insurance  
3 because it neither meets the definition nor bears any of the indicia of insurance.

4 **C. Rent-A-Center, Inc. is not a proper party to this administrative action.**

5 Rent-A-Center, Inc. does not operate a single Rent-A-Center store in Washington nor  
6 does it have any contractual relationship with BMS or BSA to provide the RAC Benefits Plus  
7 program to Washington consumers. The OIC lacks any evidence that this entity has violated  
8 RCW 48 and the claims against these entities should be dismissed.

9  
10 **D. Rent-A-Center West, Inc. is not an insurance producer and has not solicited  
insurance in violation of RCW 48.17.060(1).**

11 RCW 48.17.060(1) states “a person shall not sell, solicit, or negotiate insurance in this  
12 state...unless the person is licensed[.]” The OIC alleges that Rent-A-Center (the wrong  
13 entity) solicited insurance when it sold RAC Benefits Plus memberships that contained an  
14 accidental death and dismemberment policy to Washington consumers. “Solicit” is defined  
15 by RCW 48.17.010(14) as “attempting to sell insurance or asking or urging a person to apply  
16 for a particular kind of insurance from a particular insurer.” Rent-A-Center West never  
17 solicited the sale of a single insurance policy.

18 Instead, Rent-A-Center West sells its customers a membership in the RAC Benefits  
19 Plus program. Until December 2013, this membership included an AD&D policy as one of its  
20 many incidental benefits. The AD&D policy was a group policy that was approved by the  
21 Oklahoma Department of Insurance and issued to BSA as the insured. There is no portion of  
22 the Insurance Code cited by the OIC in the Amended Notice or otherwise that holds the sale  
23 of a membership in a not-for profit association that provides a group insurance policy as an  
24 incidental benefit is the solicitation or sale of insurance. The salespeople at Rent-A-Center  
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1 stores are simply providing an application for membership and a membership pamphlet to its  
2 customers and these acts do not violate RCW 48.17.060.

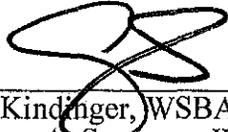
3 **CONCLUSION**

4 BMS, BSA, Rent-A-Center, Inc., and Rent-A-Center West, Inc. are entitled to  
5 summary judgment dismissing the claims against them because, as a matter of law, the OIC  
6 cannot establish that (1) BMS or BSA are service contract providers, (2) the Paid-Out  
7 Account benefit is a service contract or insurance, (3) Rent-A-Center, Inc. is a proper party to  
8 this administrative action, or (4) Rent-A-Center West solicited insurance without a proper  
9 licensing.

10 DATED this 26th day of September, 2014.

11 Respectfully submitted:

12 RYAN, SWANSON & CLEVELAND, PLLC

13  
14   
15 By \_\_\_\_\_  
16 Jerry Kindinger, WSBA #5231  
17 Gulliver A. Swenson, WSBA #35974  
18 Attorneys for Benefit Marketing Solutions,  
19 LLC, Benefit Services Association, Rent-A-  
20 Center West, Inc. and Rent-A-Center, Inc.

21 1201 Third Avenue, Suite 3400  
22 Seattle, Washington 98101-3034  
23 Telephone: (206) 464-4224  
24 Facsimile: (206) 583-0359  
25 kindinger@ryanlaw.com  
26 swenson@ryanlaw.com

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STATE OF WASHINGTON  
OFFICE OF INSURANCE COMMISSIONER

BENEFIT MARKETING SOLUTIONS LLC and  
BENEFIT SERVICES ASSOCIATION,

NO. 14-0082

**DECLARATION OF BRADLEY  
DENISON**

I, Bradley Denison, declare as follows:

1. I am an Executive Vice President of Benefit Marketing Solutions, LLC ("BMS"), which is the subject of the Amended Cease and Desist Order issued by the Washington Office of the Insurance Commissioner on May 15, 2014 and the Notice of Hearing for Imposition of Fines issued on May 9, 2014. I am competent to give this declaration and the statements made herein are based upon my own personal knowledge and my review of BMS's records.

2. Benefit Marketing Solutions, LLC ("BMS") is an Oklahoma limited liability company with its principal place of business in Norman, Oklahoma. BMS administrates membership programs through a separate entity, Benefit Services Association ("BSA"). BSA is a nonprofit Illinois corporation.

3. BMS contracts with Rent-A-Center of Texas, L.P. to provide the RAC Benefits Plus program. There are a number of Rent-A-Center stores in Washington state through which Rent-A-Center enters into rental purchase agreements with its customers for

DECLARATION OF BRADLEY DENISON - 1



1 electronics, furniture, appliances, computers, smart phones, and other household items. After  
2 the rental purchase agreement process, customers are offered an opportunity to purchase a  
3 membership in the RAC Benefits Plus program.

4 4. The RAC Benefits Plus program offers week to week, or month to month,  
5 memberships which may be cancelled at any time by the member. The RAC Benefits Plus  
6 program currently provides its members with a number of benefits including:

- 7 • Involuntary Unemployment Payment Waiver;
- 8 • Courtesy Waiver Benefit;
- 9 • Dining, Shopping, Automotive Care, Rental Car, Hotel Discounts;
- 10 • Product Replacement Savings Option;
- 11 • Accident & Sickness Waiver; and
- 12 • Paid-Out Account Product Service Protection (the “Paid Out Account

13 benefit”).

14 5. Rent-A-Center customers may choose to pay a membership fee to join the  
15 RAC Benefits Plus program for which the Paid-Out Account benefit is an incidental benefit.  
16 This benefit is not available until the member has completed the lease and owns the property  
17 outright. Thus, in the vast majority of cases, the customer joins the RAC Benefits Plus  
18 program and pays weekly membership dues during the lease period. Then once the lease ends  
19 the benefit becomes available but the membership fee stays exactly the same.

20 6. A true and correct copy of the brochure provided to RAC Benefits Plus  
21 program members from Washington describing the various incidental benefits is attached as  
22 Exhibit A. A true and correct copy of the RAC Benefits Plus discount program membership  
23 form is attached as Exhibit B.

24 7. The Paid-Out Account benefit provides members with a repair and  
25 replacement benefit. The Paid-Out Account benefit only covers product failure or mechanical  
26



1 breakdown. If the member experiences product failure or mechanical breakdown, they may  
2 bring the product to any Rent-A-Center location to obtain the repair or replacement. The  
3 member can obtain the benefit even if they join RAC Benefits Plus program only a day before  
4 they own the product outright. There is no minimum period of membership for a member to  
5 obtain the benefits of the Paid-Out Product benefit.

6 8. The Paid-Out Account benefit is available to RAC Benefits Plus members  
7 because BMS has negotiated the service as part of its agreement with Rent-A-Center Texas,  
8 LP. The Paid-Out Account benefit is in no way tied to a specific product.

9 9. RAC Benefits Plus members are entitled to the benefit for every rental product  
10 that the members gains ownership during their membership. The member could own 50 or  
11 none (they could all be presently leased) and the membership fee would be unchanged. The  
12 customer could lease a \$3,000 refrigerator or a \$200 TV stand and the cost of the membership  
13 (and the benefit) would be unchanged. There is not a minimum membership period required  
14 to receive any benefit and a member is not required to be a member throughout the lease  
15 period to receive the Paid-Out Account benefit.

16 10. The benefit is available to the member for as long as they maintain their  
17 membership. It could be for a day or for up to a year for each product, simply dependent on  
18 how long they pay their weekly membership. There is no specific duration for the Paid-Out  
19 Account benefit because the duration is tied directly to the RAC Benefits Plus program  
20 membership and can be continued or terminated at any time at the member's discretion.

21 11. Neither RAC, nor BMS, nor BSA ever make a direct payment to a RAC  
22 Benefits Plus member under the Paid-Out Product benefit.

23 12. There is no insurance application that the RAC Benefits Plus members fills out  
24 for the Paid-Out Product benefit, nor is there a policy that gets created. No deductible is  
25 imposed to the customer pursuant to the contract and no underwriting applies, as would  
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normally exist with insurance. There is no use of credit history, insurance scores or any other metrics that would gauge the risk of the member in providing the Paid-Out product benefit.

13. The RAC Benefits Plus program previously provided an Accidental Death and Dismemberment policy – which was issued to BMS as the insured under a group policy – as a benefit to its members. The AD&D policy was provided by Life of the South and was approved in the state of Oklahoma. BMS removed the AD&D policy as a benefit in December of 2013.

I declare under penalty of perjury under the laws of the State of Oklahoma and Washington that the foregoing is true and correct.

DATED this 26<sup>th</sup> day of September, 2014 at LEWEXA, KANSAS.

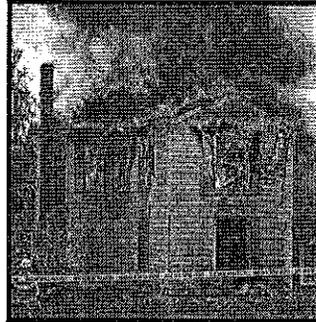
  
Bradley Denison

**EXHIBIT A**

# LIABILITY WAIVER-PRODUCT REPLACEMENT SAVINGS OPTION

## **BENEFIT SUMMARY**

The Liability Waiver-Product Replacement Savings Option allows you to have replacement merchandise and to be able to continue to rent towards ownership without starting over should you suffer a loss under the Liability Damage Waiver program.



## **HIGHLIGHTS**

- This program is available to you as a benefit of participation in the **RAC Benefits Plus** program.
- To receive this protection, you must have accepted liability damage waiver protection on the merchandise rented and be a current participant in the **RAC Benefits Plus** program.
- As a member of this program, if your rental merchandise is damaged beyond repair, stolen or destroyed by a covered event, a new agreement will be opened on like kind replacement product at the same rental rate and remaining rental terms to ownership as the previous agreement provided.
- This benefit gives you the opportunity to continue renting the replacement item as though the loss did not occur to the original product.

## **HOW TO USE THE PROGRAM & FILE A CLAIM**

- In the event of a loss, call your **RAC** store immediately.
- You must provide the store with a police report if the merchandise was stolen or a fire department report if it was damaged or destroyed by fire.
- See your optional liability waiver provision for complete details concerning covered losses under this benefit.

## **PROTECTION DOES NOT APPLY TO**

- Loss or damage due to misuse, abuse, neglect, vandalism, normal wear and tear, mysterious disappearance, and abandonment.

**See your Optional Liability Damage Waiver provision for details concerning covered losses under the Waiver Provision.**

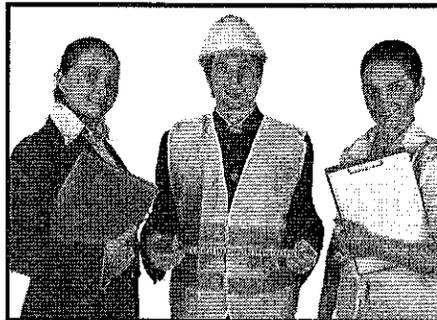
  
**Benefits Plus**

# INVOLUNTARY UNEMPLOYMENT PAYMENT WAIVER

## WHAT IS IT

The Involuntary Unemployment Payment Waiver may help you with your rental payments in the event you are:

- Fired (except as set out in the exclusions).
- Involuntarily laid off or suspended.
- Out of work due to a company strike, labor dispute, or if your place of employment closes (unless you are the business owner).



## INVOLUNTARY UNEMPLOYMENT

Involuntary unemployment means that you have totally and continuously lost your full-time employment as a result of (1) a permanent involuntary termination of employment; or (2) an involuntary layoff or suspension of employment; or (3) an authorized, unionized strike or labor dispute by a chartered or previously organized trade or labor union. See Exclusions and Restrictions below.

## BENEFIT SUMMARY

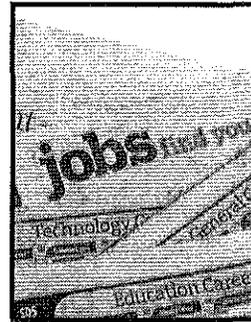
- If you become involuntarily unemployed and wish to continue renting and qualify for a payment waiver, your monthly rental payments will be waived in the amount of your rental payment(s) plus any applicable sales tax and other covered fees, up to the limits specified below.
- Your account is eligible for up to a maximum of \$1,000 waiver of payments on all rental agreements combined or for four (4) consecutive months, whichever occurs first, per unemployment occurrence.
- Payment waivers will stop when you return to work or when the above limits are met.
- Following your return to work and/or the completion of any unemployment payment waiver(s) your account may become re-eligible for payment waiver(s) once you have been gainfully employed on a full-time basis (30 hours or more per week) for a period of four (4) months.

## WHO IS ELIGIBLE

The involuntary unemployment payment waiver applies to the customer(s) who are listed on and have signed the rental agreement(s). You may be eligible for payment waiver(s) if you were employed full-time (at least thirty (30) hours per week) for six (6) consecutive months prior to your first becoming involuntarily unemployed.



You must be a **RAC Benefits Plus** member in good standing at the time you become unemployed. You must have been unemployed for a minimum of thirty (30) days to become eligible for a payment waiver. In the event that both persons named on the rental agreement become unemployed, only one payment waiver shall be applied.



### **HOW IT WORKS**

Upon approval of the payment waiver request, the payment waiver will be applied to the rental account(s) after day thirty (30) of unemployment and will be applied retroactively to the first day of verified unemployment. Payment waiver(s) will continue to be applied to the rental agreement(s) after each thirty (30) day period of unemployment upon you supplying evidence of continued unemployment, such as an official unemployment check stub or other unemployment issued document.

### **WHAT IF YOU BECOME UNEMPLOYED**

If you become involuntarily unemployed, you must do all of the following:

- Notify the **RAC** store, where you make payments, of your loss; and,
- Visit your **RAC** store to sign a form to request Unemployment Payment Waiver(s); and,
- Provide employment verification forms and other requested documents verifying loss of employment from your former employer and/or union official; and,
- Register with your unemployment office within fifteen (15) days of your involuntary unemployment and provide your **RAC** store manager with proof of registration; and,
- Provide proof of unemployment dated at least thirty (30) days from last date worked; and,
- Return all requested verification documents to your **RAC** store manager as quickly as possible.

## **EXCLUSIONS AND RESTRICTIONS**

### **No benefits will be approved for the following:**

- For any rental agreement executed on or after the first day of unemployment;
- For unemployment due to death, or any situation of disability, sickness or disease;
- For being off work on family leave or during pregnancy and childbirth;
- When you voluntarily quit, resign, retire or upon having an employment contract expire;
- For termination as a result of incarceration, criminal misconduct as defined by local, state or federal law;
- For willful misconduct meaning a transgression of an established rule or conduct, a forbidden act, or willful act of dishonesty or dereliction of duty;
- When you are receiving severance or termination pay from your prior employer;
- If you are/were Self-Employed or are/were employed by a family member (including but not limited to spouse, parent, child or sibling) unless you have declared bankruptcy;
- If you are a contract, temporary or seasonal worker and have completed your contract, temporary or seasonally scheduled job as planned and expected or as customary for your type of work;
- If you are an employee of an educational facility and you are on a routine, planned or scheduled break;
- If you were not a **RAC Benefits Plus** member prior to becoming unemployed;
- If you had notice of pending unemployment prior to becoming a **Benefits Plus** member.

### **Unemployment Payment Waiver requests will not be accepted after ninety (90) days from the date of unemployment.**

If you have any questions or need to follow-up on your request for unemployment payment waiver, please contact **Benefits Plus** Member Services at **1-888-770-4123**.



# ACCIDENT & SICKNESS PAYMENT WAIVER

## **BENEFIT SUMMARY**

- In the event of a covered accident or sickness, your monthly rental payment(s) will be waived including applicable sales tax and other covered fees. Payment waivers are meant to be applied to your rental agreements.
- Your account is eligible for this waiver up to a maximum of \$1,000 on all rental agreements combined or for four (4) consecutive months, whichever occurs first.
- Payment waivers will end when you are able to return to work or when the above limits are met.
- Your account can become re-eligible for benefits, if you have been gainfully employed for 30 hours or more per week for a period of four (4) months following completion of the previous payment waiver.



## **WHO IS ELIGIBLE**

- The accident and sickness payment waiver benefit applies **ONLY** to the first two persons listed on the rental agreement(s).
- You may be eligible for payment waiver(s) if, you were employed for at least 30 hours per week for six (6) consecutive months at the time that you became sick or injured.
- You must be a member in good standing on both your rental agreement(s) and **RAC Benefits Plus** program payments at the time you could not work due to injury or sickness.
- You must have been unemployed for a minimum of 30 days to be eligible for a payment waiver.

## **HOW IT WORKS**

- Upon approval of the waiver request, the waiver will be applied to the rental account(s) after day 30 of being unable to work due to sickness or injury.
- The waiver will be applied retroactively to the first day of verified unemployment.
- Waiver(s) will continue to be applied to the rental agreement(s) after each 30 day period of confirmed unemployment due to injury or sickness.

 **Benefits Plus**



## **WHAT TO DO**

If you cannot work due to becoming injured or sick, you must do all of the following:

- Visit your **RAC Benefits Plus** store representative to sign the Accident & Sickness waiver form.
- Provide verification and documentation from your physician verifying the date of sickness or accident and the expected date of return to work.
- You must also provide the employer verification form and any other documents verifying leave of absence or if you are unable to work from your employer and/or union official.
- Return all requested verification documents to your **RAC Benefits Plus** location as quickly as possible.
- **To receive any additional waivers past the date the doctor indicated you can return to work you must provide additional physician statements indicating that you still cannot return to work.** Waivers will end after four (4) months or when you have received \$1,000 per incident in waivers. Payment waivers will stop when you return to work or when the above limits are met.
- Following your return to work and/or completion of payment waiver(s) your account may become re-eligible for payment waiver(s) once you have been gainfully employed on a full-time basis (30 hours or more per week) for a period of four (4) months;

## **EXCLUSIONS AND RESTRICTIONS**

**No benefits will be approved for the following:**

- Any customer who was not a paid member of the **RAC Benefits Plus** program prior to becoming unable to work due to injury or sickness;
- Any rental agreement executed on or after the first day of injury or sickness;
- **Unemployment due to pregnancy, childbirth or elective surgery;**
- Unemployment due to a mental disorder including but not limited to depression, stress or nerves;
- If you are self-employed or employed by a family member (including but not limited to spouse, parent, child or sibling);
- Intentionally self inflicted injury, including attempted suicide;
- If you are under the influence of alcohol or drugs except as prescribed by a doctor;
- When you are receiving sick, vacation or any income from your employer;
- Disability as a result from an act of war or military service.

**Accident & Sickness waiver requests will not be accepted after ninety (90) days from the date you could not work due to injury or sickness.**

If you have any questions or need to follow up on your waiver status, you should contact Member Services at **1-888-770-4123**.

## COURTESY WAIVER BENEFIT

### **BENEFIT SUMMARY**

As a member of **RAC Benefits Plus**, the remaining rental payment(s) on your rental agreement(s) will be waived in the event of the death of any member named on the rental agreement.



### **HIGHLIGHTS**

- To qualify for this benefit, a member must be listed on the rental agreement(s).
- You must be a **RAC Benefits Plus** program member in good standing for ninety (90) consecutive days before this benefit goes into effect.
- The rental agreement must be in effect at the time of the member's passing.
- This benefit will remain in effect as long as your payments are current on your rental agreement(s) and are current on your **RAC Benefits Plus** membership and you are not in default with any of the terms and conditions of those agreement(s).

### **EXCLUSIONS AND RESTRICTIONS**

**No benefits will be approved for the following:**

- Suicide and/or drug overdose unless said overdose is under the care of a licensed physician.
- A member's death as a direct result or action from a family member or any person(s) listed on the rental agreement.

### **WHAT TO DO**

- In the event of a loss a person listed on the rental agreement or a family member must notify a **RAC** store manager as soon as possible.
- Complete and submit a benefit waiver request form.
- Provide a certified copy of the certificate of death or other official document indicating cause and means of death.

**Courtesy Waiver requests will not be accepted after ninety (90) days from the date of loss.**

**This benefit is NOT INSURANCE or a SUBSTITUTE FOR INSURANCE.**

  
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## PAID-OUT PRODUCT SERVICE PROTECTION

### **BENEFIT SUMMARY**

As a member, you will receive service on your paid out merchandise for up to one year after ownership if you maintain your membership and remain in good standing in the **RAC Benefits Plus** program.



### **HIGHLIGHTS**

- Protection is provided against product failure and mechanical breakdown of the merchandise not caused by external conditions.
- This benefit only covers merchandise that is paid out while you are a member of **RAC Benefits Plus** and as long as you maintain your membership (up to one year after ownership).
- Should you have other merchandise on rent when you pay out an item, only one membership in the program is required for the paid out item to be covered.
- This benefit covers repair costs (including parts and labor) of all items that were covered under the original manufacturer's warranty (subject to some exclusions). See Exclusions for a detailed listing.
- In the event of a valid claim, the member's rental merchandise will be repaired or replaced with similar and like kind.
- Without this valuable protection, you would be responsible for all costs of repairs after you owned the merchandise.

### **WHAT IS COVERED**

- The Product Service Protection benefit covers all mechanical or electrical failures unless caused by accidents, lightning or other outside influences, including but not limited to insect infestation or the introduction of foreign substances to the product.
- This coverage applies to home electronics, appliances, computers and furniture.

  
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## **EXCLUSIONS AND RESTRICTIONS**

**No benefits will be approved for the following:**

- Product failure and mechanical breakdown of merchandise such as but not limited to jewelry, mattresses, paintings, small electronics, iPads and similar tablets, clocks, exercise equipment, toolboxes, lawn mowers, items with an internal combustion engine, and similar type merchandise.
- Computer failure due to a computer virus or software you have personally installed; restoration or updates of any software. Adaptors, chargers, power cords or any type of external components or similar type accessories.
- Product repair for merchandise damaged by abuse, fire, flood, water, windstorm, hail, lightning, earthquake, theft, or other external causes.
- Normal maintenance procedures, or defects resulting from customer's failure to perform such maintenance procedures including of any type of cleaning.
- Maintenance items including but not limited to items such as bulbs, filters, the refinishing or replacement of belts, hoses, cabinets, cabinet part; plastic, porcelain or decorative parts; or any cosmetic damage.
- Replacement of any remote control.



## **HOW TO USE THE PROGRAM AND FILE A CLAIM**

- Should you need to file a service claim, please contact the nearest **RAC** store location.

## DINING & SHOPPING DISCOUNTS

### **BENEFIT SUMMARY**

As a **RAC Benefits Plus** member, you will enjoy savings up to 50% off for thousands of merchants nationwide. Members can save when visiting some of their favorite restaurants, car washes, dry cleaners, hair salons and retailers they visit every day.



### **HIGHLIGHTS**

- Visit and login to the website to select the category of savings that interests you the most from areas such as Automotive, Dining, Shopping, Health & Beauty, Home & Garden, Movies, Recreation and more.
- After you log on, select the category of savings that interests you and print the savings coupons you will present at participating retailers and restaurants nationwide.
- Each offer will specify the amount of savings you receive at the participating location and how to use your coupon. While there is no limit to the number of coupons you can print, for most vendors there will be an expiration date (typically 14 days) for each coupon.
- You can also download grocery coupons for the products you choose to redeem at your local grocery store.
- Use this benefit as often as you want, the savings can easily help offset the cost of membership! So, chose a category and start saving today.

### **ONLINE SAVINGS**

- In addition to printing coupons, this benefit also allows you to order merchandise online through a variety of websites.
- You will be given a special code to enter when you check out online to receive the savings. This feature allows you to shop at places that may not be in your area.

  
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## **GROCERY COUPON SAVINGS**

- Members also have access to download and print grocery coupons to redeem at your local grocery store.
- Select coupons for items of your choice to save on products you use day to day.
- Coupons will have expiration dates. Visit the website often to find new deals on your favorite products.

## **HOW TO REGISTER AND USE THE PROGRAM**

1. Go to [www.racbenefitsplus.com](http://www.racbenefitsplus.com).
2. Click on the dining & shopping link.
3. Select a language and enter the member ID# found on the front of your temporary membership card (located in the back of this booklet). Once you receive your plastic card in the mail, you will need to reregister with your new member ID#. This number is located on the front of your membership card.
4. After logging onto the site, you will be prompted to create a username and password. This username and password will be used for all future visits the site.
5. Once logged in, simply enter your ZIP code and select a category of savings you want to review.
6. You can shop by category or by company name by selecting the appropriate tab at the top of the page.
7. Print the offer to provide your local retailer or place an order online using the provided discount code.
8. Repeat as often as you chose and watch the savings add up.

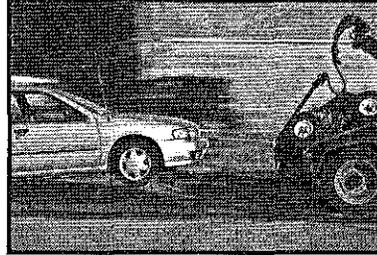


 *Benefits Plus*

## SAVINGS ON ROADSIDE ASSISTANCE

### BENEFIT SUMMARY

As a **RAC Benefits Plus** member, discounted roadside assistance is just a phone call away. Should your car breakdown or you need any type of automotive help, this benefit is available 24 hours a day, seven days a week.



**NOTE: DELAYS MAY OCCUR  
DEPENDING ON WEATHER CONDITIONS OR YOUR LOCATION.**

### HIGHLIGHTS

- Members call **1-888-770-4123**, 24 hours a day, seven days a week anywhere in the United States and Canada in the event you have car trouble.
- Qualified service assistance will be immediately dispatched to the member (the normal waiting period is 30 minutes; however, delays may occur depending on weather conditions or the member's location).
- **RAC Benefits Plus** members save money on the service because you pay special commercially negotiated discount rates for the service performed.
- Members will save on the following services with this benefit:

<b>Towing</b>	<b>Flat Tire Repair</b>	<b>Fuel/Fluid Delivery</b>
<b>Jump Starts</b>	<b>Lock-Out Assistance</b>	<b>Any Auto Malfunction</b>

### HOW TO USE THE PROGRAM

- In the event you need automotive assistance, call **1-888-770-4123**, and identify yourself as a **RAC Benefits Plus** member and report the trouble.
- The appropriate service provider will be dispatched to the member. The normal wait time is 30 minutes.
- Payment for services performed must be made at the time service is rendered. Cash, Visa and MasterCard are accepted.
- Members receive a commercially negotiated discount rate for the service you receive.

**In the event of a roadside emergency call:**

**1-888-770-4123**

  
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## CAR SERVICE DISCOUNTS

### Savings At Jiffy Lube®



#### **BENEFIT SUMMARY**

Members enjoy **Jiffy Lube's® Signature Service Oil Change** and ALL other services at specially negotiated fleet discount rates whenever they visit any of the 2,200 participating locations in the USA. **Jiffy Lube** is committed to fast, quality preventive maintenance services featuring Pennzoil Motor Oil. **Jiffy Lube** offers other services including tire rotation, air filtration, wiper blade and light replacement, and anti-freeze / coolant exchange services.

#### **HIGHLIGHTS**

- Members receive a special discount rate of 15% off the regular retail pricing of ALL products and services at participating **Jiffy Lube** locations.

#### **HOW TO USE THE PROGRAM**

- Upon arrival at the **Jiffy Lube** location, present your card or identify yourself as a member of "BMS" which is a **National Cash Fleet Account #06037778**. The technician will locate "BMS" in the fleet database which will verify that you will receive the 15% discount off ALL services performed. Some services may not be available at all **Jiffy Lube** locations. This offer can not be combined with any other discount.

**JIFFY LUBE NATIONAL CASH FLEET CARE ACCOUNT #06037778**

### Meineke® Car Care Center

#### **BENEFIT SUMMARY**

Members receive valuable savings when they present their membership card at any of the 900+ participating **Meineke® Car Care Center** and **Econo Lube N Tune** locations throughout the United States.



#### **HIGHLIGHTS**

- Members receive a 5% discount on tires and batteries at all participating **Meineke®** locations throughout the country (this discount is not valid with any current sale or promotional price).
- In addition, members save 11% on all automotive services provided through **Meineke® Car Care Centers** (this discount is not valid with any current sale or promotional price).

#### **HOW TO USE THE PROGRAM**

- Present your membership card to the **Meineke®** specialist the next time you are there for service or to purchase tires or a battery.
- Members automatically qualify for the appropriate discount. Since **Meineke® Car Care Centers** is a price leader for quality parts and service, sale or promotional items do not qualify for the discount.

## **MAACO**<sup>®</sup> *Paint A Car, Make a Friend*

### **BENEFIT SUMMARY**

As a member you will receive a savings on all regular priced service and parts at participating **MAACO** locations. This includes paint and body labor.

### **HIGHLIGHTS**

- Members receive a 10% discount on all regular priced costs for paint and body labor. This discount does not apply to special or sale prices.

### **HOW TO USE THE PROGRAM**

- Present your membership card to the participating **MAACO** specialist the next time you are there for body work to your vehicle.
- Members will automatically receive the appropriate discount. Please keep in mind that sale or promotional items do not qualify for the discount.



## **AAMCO**<sup>®</sup>

### **BENEFIT SUMMARY**

Members will save up to 10% on transmission service when they visit a participating **AAMCO Transmission** location.

### **HIGHLIGHTS**

- Members receive a 10% discount up to \$100 on all regular priced costs of transmission service.

### **HOW TO USE THE PROGRAM**

- Present the back side of your membership card when visiting a participating **AAMCO Transmission** location for service.
- The service manager will need **Account #B034** for you to receive the discount. This is printed on the back of your membership card.



Additional discounts are available through the Dining & Shopping Discounts benefit. To see these discounts simply go to [www.racbenefitsplus.com](http://www.racbenefitsplus.com) and click on the appropriate link.



## SAVINGS ON RENTAL CARS

### **BENEFIT SUMMARY**

**RAC Benefits Plus** members can save money whenever you need to rent a car. It's as simple as making a phone call. Participating companies include AVIS, Hertz, National, Alamo and Budget.

### **HIGHLIGHTS**

- Members call the toll-free number for their preferred rental car company and make their reservation. You must have a credit card to be able to rent a car.
- Provide the rental car specialist with the appropriate discount code listed below and you will receive the discount when applicable.
- Savings will vary between 5% to 25% depending on the rental car company and the type of car you rent.
- In some cases, discounts are not applicable with specials or promotional rates.



### **HOW TO USE RENTAL CAR DISCOUNTS**

**AVIS** To reserve a car through AVIS®, call 1-800-331-1212. Give the customer service representative your AVIS Worldwide Discount (AWD) number – **T024700**. You will save 10% off the AVIS® Association Select rates and 5% off promotional rates at participating locations.

**Hertz** To reserve a car through Hertz®, call 1-800-654-3131. Give the customer service representative your Hertz Discount number – **1601451**. You will save 5% to 20% off your rental car at participating locations. The discount will vary depending on the type of rental car.

**National** To reserve a car through NATIONAL®, call 1-800-227-7368. Give the customer service representative your National Discount number – **5001547**. You will save up to 20% off National's Daily, Weekly, and Weekend rates. This discount is valid on all car types.

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**To reserve a car through Alamo®, call 1-800-462-5266.** Give the customer service representative your Alamo Discount number – **7000890**. You will save up to 15% off Alamo’s Daily, and Weekly rates; and 10% off their Weekend rates. This discount is valid on all car types.



**To reserve a car through Budget®, call 1-800-527-0700.** Give the customer service representative your discount code – **BCD#Z661300**. You will save up to 25% off Budget’s rates.

### **TERMS & CONDITIONS**

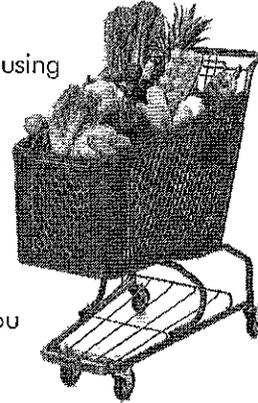
- Rates require a twenty-four (24) hour advance reservation.
- Availability of the number of cars for which this discount is applicable may be limited.
- The discount applies only to the base rental rate of the vehicle. It does not apply to taxes, other governmentally imposed or authorized surcharges, airport fees, service charges and fees, vehicle license fees, optional insurance products, fuel charges, or any other additional charge.
- Weekly rates require five (5) day minimum rental.



## GROCERY SAVINGS

### **BENEFIT SUMMARY**

Save money on the groceries you plan to purchase by using this coupon benefit. This benefit lets members save up to \$48 per month on their grocery bill and ordering is simple and easy to do. Visit [www.raccagrocery.com](http://www.raccagrocery.com) to register your account and place your order today to watch the savings add up!



### **HIGHLIGHTS**

- This program allows you to choose the coupons you want to receive for the items you already plan to purchase.
- Choose from a variety of categories such as baby products, frozen foods, household items, oral care, pet related and much more.
- This benefit offers the convenience having pre-clipped coupons mailed directly to you.
- You can place up to 4 coupon orders per month valued at up to \$12 each. For a total savings of up to \$48 per month!
- As long as you maintain membership in the program you can continue to order coupons and save!

### **HOW TO USE THE PROGRAM**

1. Go to [www.raccagrocery.com](http://www.raccagrocery.com).
2. Enter the member ID# located on the front of your temporary card found in the back of this booklet and complete the registration process.
3. Select a category to review and make your selections. Choose up to \$12 worth of coupons by increasing the number below each specific offer and click add to cart.
4. Once you have selected all your coupons, click cart checkout to finalize your order.
5. Print your order confirmation and mail along with a self-addressed, stamped envelope for processing. **Be sure your order is mailed within 7 business days. PLEASE NOTE: ANY ORDERS NOT MAILED WITHIN 7 BUSINESS DAYS OR WITHOUT A SELF-ADDRESSED ENVELOPE WILL NOT BE FILLED.**
6. Limit of 4 orders per month.

You will need to update your registration using your permanent member ID# shown on the front of the plastic ID card. The membership welcome pack can take 4-5 weeks to receive in the mail.

# DISCOUNTED HOTEL LODGING

## BENEFIT SUMMARY

Members are eligible to receive 15%\* off the published lodging rates at participating Choice Hotels®. There are ten different participating hotels to choose from.

## HIGHLIGHTS

- Select the participating hotel you wish to stay at. These include Comfort Inn®, Comfort Suites®, Quality®, Sleep Inn®, Clarion®, MainStay Suites®, Econo Lodge®, and Rodeway Inn® hotels.
- You will save 15%\* off their published lodging rates when you call the special toll-free number and provide them with the identification code.
- You will be able to save on your stay at almost 4,000 Choice Hotels® properties located worldwide.
- Walk-in rate requests will not be accepted at hotel registration desks.
- This discount may not be combined with any other Choice Hotels® discounts or promotions.

## HOW TO USE THE BENEFIT

- When you are ready to make your hotel reservation, call **1-888-770-4123** and select the correct prompt for "Choice Hotels® Reservations." Or, Choice Hotels® Reservations are also available online at **www.choicehotels.com**.
- To receive the discount, you **MUST** provide them with the identification code of **00802180** over the phone or on the website under "Other Rates" select "Special Rate/Corp ID" and enter 00802180.
- Only room reservations made through the toll-free number or on the internet will receive the discount. Walk-in rate requests will not be accepted at hotel registration desks.

**To Save 15%\* at Choice Hotels®**  
**Call: 1-888-770-4123**  
**Identification Code: 00802180**  
**or Log on at: www.choicehotels.com**  
**Special Rate ID: 00802180**



CHOICE HOTELS INTERNATIONAL

\*Discount is subject to availability at participating hotels only. Discount cannot be used in conjunction with any other discount, special rate, offer or promotion. Advance reservations required.

# KIDSECURE ID KIT

## BENEFIT SUMMARY

Members can order special identification cards to keep and to provide to those who care for your child(ren).



## HIGHLIGHTS

- When you complete the order form below you will receive a kit that helps capture your child's personal information in the event it is needed for an emergency.
- Each kit will include 4 cards to complete with your child's information and picture, 1 ink pad to thumbprint your child and four self laminating cards to protect the information.
- One card should be kept in the parent's wallet, one card can be kept in the child's backpack or diaper bag, and the others can be given to anyone who cares for your child.
- Additional sets can be ordered for a \$2.00 shipping and handling fee for each set.



### KidSecure ID Kit Order Form

Please send a KidSecure ID kit to (print clearly):

\_\_\_\_\_  
Your Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Please send me \_\_\_\_\_ additional KidSecure ID Kits. I understand there is a \$2.00 shipping and handling fee for each additional kit. I've included a check or money order for the appropriate amount.

Additional kits will not be sent unless the fee is included.



## **HOW TO USE THE PROGRAM**

- Simply complete the KidSecure ID Kit Order Form to receive an identification kit for your child. Mail the completed form to: **Benefit Marketing Solutions, c/o Member Services, 900 36th Ave. N.W., Suite 105, Norman, OK 73072.**
- If you want additional sets of material, indicate how many you want on the order form. You must include a \$2.00 shipping and handling fee for each additional set ordered. You should include a check or money order for this fee.
- After you receive your ID Kit and complete it, keep one card in your wallet. You can give the additional cards to anyone who cares for your child.
- If your child is ever missing, call and report this to your local law enforcement authority. You will have a copy of your child's information readily available to provide the authorities.

**KidSecure ID Kit Order Form**

**Mail completed forms to:  
Benefit Marketing Solutions  
c/o Member Services  
900 36th Ave., N.W., Suite 105  
Norman, OK 73072**

**Be sure to include a check or money order for \$2.00 for each additional KidSecure ID Kit you order**

## FLORAL DISCOUNT

### BENEFIT SUMMARY

Now when you send flowers for any occasion, as a **RAC Benefits Plus** member, you will save 20% through **1-800-flowers.com**.

### HIGHLIGHTS

- Members receive personal service 24 hours a day, seven days a week for delivery the same day or any day.
- **1-800-flowers.com** offers the finest selection of flowers, plants, gift baskets, plush toys, gourmet foods and more.
- Select floral artists use only the freshest flowers to design each unique arrangement.
- There is a 100% satisfaction and freshness guarantee.



### HOW TO USE THE FLORAL DISCOUNT

- Call **1-800-flowers (1-800-356-9377)** or go online at **1-800-flowers.com** where you can view the many different offerings.
- If talking to a customer service representative, advise them of your promotional code: **RAC**. If you are ordering online, you will need to enter **RAC** during the check-out process where asked to "Enter your promotional code or special offer."
- You will automatically receive 20% off the price of your floral arrangement, plant, gift basket or other selected items.
- The discount does not apply to delivery fees or any applicable taxes.

**1-800-flowers.com**<sup>SM</sup>

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## DISCOUNT TICKETS

### **BENEFIT SUMMARY**

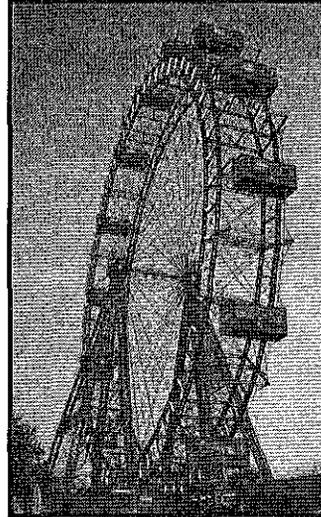
**RAC Benefits Plus** members save money when visiting their favorite amusement parks and movie theaters by ordering your tickets or passes through this program.

### **HIGHLIGHTS**

- You can order special discount tickets for some of your favorite amusement parks and movie theaters. These passes are just one more way **RAC Benefits Plus** helps you save money.

### **HOW TO USE THE PROGRAM**

- To order amusement park or movie theater tickets, request an order form from your **RAC** store manager or Member Services.
- To order tickets use the corresponding website and discount code or return the form to the indicated address with a cashiers check or money order for any of the tickets that have a charge.
- Amusement Park tickets are subject to seasonal availability.
- Tickets are processed and mailed within five (5) working days of receipt of the order form. Please allow time for mail delivery. **NO PHONE ORDERS PLEASE.**



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**EXHIBIT B**



DISCOUNT PROGRAM MEMBERSHIP FORM

EFFECTIVE DATE: Mo. Day Yr. ACCOUNT #:

1. RAC Acceptance

Store #, Address, City, State, Zip

2. Member's Names

Name #1, Name #2, Address, City, State, Zip

To receive Club Benefits, you agree to pay [ ] per week, [ ] per semi-month, [ ] per month. Your membership will automatically terminate if you do not make a membership payment within forty-five (45) days of its due date.

A listing of RAC Benefits Plus benefits and the terms and conditions of membership are contained in the Benefits Plus Membership Booklet that RAC has given you, which is incorporated by reference herein.

- I have read and understood this membership form and I wish to participate in this program.
I decline membership in this program and I understand membership benefits do not apply to me.

RAC Benefits Plus membership is optional to me and purchasing or not purchasing the membership program does not affect my rights, obligations, or cost for the rental or purchase of goods under the rental-purchase agreement.

Notice: With my signature below, I hereby enroll as a member of Benefit Services Association. I appoint the Secretary of the Association in office at any particular time as my proxy to receive notice of and attend all meetings of the members and vote on my behalf and to otherwise act for me in the same manner and with the same effect as if I were personally present.

Customer signature

Coworker signature