

MOTOR CLUB QUESTIONNAIRE RELATING TO QUESTIONS RAISED BY
ATTORNEY GENERAL OPINION 51/225 (September 12, 1952)

(If insufficient space is provided herein in which to answer any question, complete the answer on attached sheets.)

1. What is your

(a) Name: _____

(b) Address: _____

2. (a) Do you issue a service contract? _____

(b) When was the form thereof approved by the Insurance Commissioner? _____

(c) Attach a copy of each such service contract issued by you, if any is used.

3. (a) If you do not issue service contracts, upon what basis are the motor club services provided by you furnished to your members or persons entitled thereto? Explain fully.

(b) What forms of membership cards and other evidences of membership are provided by you, and what other written material is furnished by you to a person entitled to the services you provide which advises him with respect thereto? Itemize and attach a copy of the form of each thereof.

Any substantive change in a service contract after an applicant for admission is granted a Certificate of Authority must be filed (the complete contract, as revised) with the Insurance Commissioner and approved by him before its use in this State will be lawful (Ins. Code §12250). There is a \$40.00 fee for approval of each such document after admission: Title 10, California Code of Regulations, Section 2201, Paragraph 11.

4. Attach hereto a copy of your by-laws, rules and regulations and other organizational documents setting forth the services performed by you, the basis upon which they are rendered and the rights and duties and other incidents of membership. Itemize them and give a summary explanation of the nature and the effect of such documents.

5. Attach hereto a copy of each writing you send or make available to your members or persons entitled to your services or to your agents or other representatives, whether such writing is in the nature of advertising or otherwise. If you publish a magazine or other periodical include a recent copy thereof containing a sample of your current advertising therein.

6. Do you own and operate your own garages, tow-cars, and the like, to render the services undertaken to be performed by you? _____

If so, itemize, showing numbers and locations.

7. (a) Do you contract with garages, tow-car services and the like to render service to your membership? _____

If so, list by city and environs the locations where you have made such contracts.

(b) If you contract with others for the performance of services, do you pay such others on a per unit of service actually rendered basis or otherwise?

Explain: _____

(c) Attach a copy of each form of contract under which arrangements with the person performing such services are made for their performance.

8. Do you reimburse members or persons entitled to your motor club service for the expenses they incur for such services they obtain from others? _____

If so, to what extent and under what conditions? Explain in detail.

9. If you contract with any insurer to perform or to insure you against loss from certain of your motor club obligations, attach copies of pertinent contracts or policies.

10. If any insurance coverage with a separate carrier is included as part of the membership benefits, or is procurable by the person entitled to services, either through the club or by reason of membership, attach specimen copies of any policies in use.

11. During your last completed accounting or fiscal year, how much were the costs of, or expenditures for motor club service for each category covered in Questions 6, 7 and 8 above? Answer in table below.

<u>Category</u>	<u>Amount</u>
1. Your own facilities	\$ _____
2. Facilities under contract	\$ _____
3. Reimbursement of expenses incurred	\$ _____
TOTAL	\$ _____

12. (a) Does a member or person entitled to motor club services from you have a right to cancel or terminate the contract or membership and obtain a return of the unused portion of any consideration paid? _____

(b) If so, on what basis is the return computed?

(c) Explain the contractual basis and justification for the above answers, citing service contract, by-laws, and rules and regulations provisions on which you rely to support your position.

(d) If there is no legal obligation to return such unearned fees upon termination of membership, do you make it a practice to make such return? _____

If it is not a practice, do you ever make such refunds? _____ Explain.

13. What reserves do you maintain to cover your obligations to provide motor club services for persons who have paid considerations therefor in advance? Explain fully.
14. Attach a copy of your most recent annual financial statement. Such statement must show income and expenses for the last calendar or fiscal year, as appropriate, and assets and liabilities as of the end of such calendar or fiscal year. Liabilities should identify the amount of liability or reserve, if any, referred to in Question 13.

(Name of Motor Club)

By: _____
(Title of Officer)

Dated _____)

State of _____)

County of _____)

_____ being duly sworn, deposes and says:
that he is the _____ of the _____;
that he executed the foregoing questionnaire on behalf of said motor club; that he is personally acquainted with the method of operation and the operations of said motor club; that the answers to the foregoing questions are complete and true to the best of his knowledge and belief; and that the material attached hereto in accordance with the requirements of the above questions is the material and all of the material of the motor club about which inquiry was made.

Subscribed and sworn to before me this _____ day of _____, 20____.