



## **CONSENT & DISCLOSURE FOR ELECTRONIC RECORDS AND TERMS & CONDITIONS FOR THE PURCHASE OF MEMBERSHIPS AND POLICIES**

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Premier Health Solutions, LLC (“PHS”) is a Texas-based insurance agency and Third Party Administrator (“TPA”) which provides comprehensive benefits administration, billing and collection services and management services to agents, associations and carriers nationwide. Our licensed internal agents, and the licensed third-party call center agents who contract with us, sell various insurance and non-insurance products to consumers (“Members,” “you” or “your”) throughout the United States. Premier Health Solutions, LLC markets and sells under the name PHSI Insurance Agency, LLC in California and under the name PremierHS, LLC in Kentucky, Ohio, Pennsylvania, South Carolina and Utah.

Before obtaining services electronically from PHS, you must read and accept the online terms and conditions outlined in this Consent & Disclosure for Electronic Records agreement (“Agreement”). Your consent is required for PHS to use electronic records in connection with your membership account. Please read this entire Agreement.

By your agreement with the terms and conditions outlined below, you are providing your consent for PHS or our partners and affiliates, including your association, Affiliated Workers Association, to use electronic membership records. You are also confirming that you have the capabilities to receive and review your electronic membership records and that you have an active email account.

This Agreement, the Notice of Privacy Practices, and other documentation relevant to your membership or the services that are provided to you by PHS or our partners and affiliates may be provided to you in electronic format at our option. At your discretion, you may obtain paper “hard copy” membership materials or print the package from your Member Portal ([members.affiliatedworkersassociation.org](http://members.affiliatedworkersassociation.org)). You may also request paper membership materials by calling our Customer Service team at (855) 351-7536.

We may, at our option, satisfy our obligation to provide you with an annual copy of our Notice of Privacy Practices by providing availability to it in your Member Portal on the association website: [members.affiliatedworkersassociation.org](http://members.affiliatedworkersassociation.org).

### **ONLINE PRODUCTS AND SERVICES**

All of your plan benefits are covered by your consent to access them electronically and remains in effect until you withdraw your consent.

Each Member agrees to receive their membership materials (including instruction guides and ID cards) via email, in addition to important notifications regarding their membership.

Each Member acknowledges and agrees that they will receive a “welcome” email within 24 hours of their membership enrollment, which will include their membership information. Members have the ability to download all materials, including temporary ID cards which can then be used until the official cards are received in the mail. It is each Member’s responsibility to thoroughly review all materials. Questions can be directed to Customer Service at (855) 351-7536.



### **WITHDRAWING YOUR CONSENT**

Removing your consent will deny your access to your membership brochures, product information, and copies of your identification cards. You may withdraw your consent at any time. We will honor your request as soon as practicable. If you wish to remove your consent, please contact us by calling our Customer Service team at (855) 351-7536.

### **EMAIL, HARDWARE, AND SOFTWARE REQUIREMENTS**

In order to provide you with your membership information, you must notify us of any change in your email address. To notify us, you may call (855) 351-7536.

In order for you to access and obtain your electronic membership records your system must meet the following requirements:

- Have Internet Access;
- Have an internet browser that supports 128-bit encryption;
- Maintain an active email account; and
- A current version of a program that accurately reads and displays PDF files.

### **PASSWORD SECURITY**

The User ID and password that are used to access your membership materials should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers and other account data confidential.

### **DUTY TO REVIEW YOUR MEMBERSHIP MATERIALS**

You must promptly access and review your online account and notify us immediately of any error, unauthorized transaction, or any other irregularity. If you do not immediately report any error, irregularity, discrepancies, or unauthorized debits, you may experience delays in servicing requests if your information is not accurate.

### **NOTICE OF VOICE CONSENT TO ELECTRONIC TRANSACTIONS, SIGNATURES AND DOCUMENTS**

Each Member consents and agrees to the use of electronic signatures of documents. Each Member consents and agrees that their voice consent shall serve as their signature. Each Member agrees they will be fully responsible for reviewing the application which has been produced by this voice signature and will review such application carefully to ensure their full understanding of all provisions of the coverage.

### **CONSENT TO ELECTRONIC TRANSACTIONS**

I hereby consent to the use of electronic records in connection with the Member Portal, and I agree that all electronic records that PHS is required to give me in connection with these services may be sent to me at the email address I have provided on file with PHS.

I agree that, by using this website, my agreement or consent shall be legally binding and enforceable and the legal equivalent of my handwritten or manual signature.

### **RECORDED VERIFICATION CALL**

Almost all Member sales are conducted telephonically and include a recorded verification script which is required with each sale. The purpose of this recorded verification call is to ensure that the Member understands, among other things, what product they are purchasing, what benefits are included with that product, how much they are paying at the initial time of sale, how much they will pay monthly thereafter, and that all subsequent monthly payments will be automatically drafted from the credit or banking account provided by the Member.



### **AUTOMATIC PAYMENT AUTHORIZATION**

Each Member agrees that they are signing up for benefits or services that include an automatic payment plan. Each Member expressly authorizes Premier Health Solutions, LLC to automatically debit their bank account or Credit Card on the payment due date provided to collect any and all fees and membership dues for their membership. Each Member acknowledges and agrees upon the membership effective date and the initial payment amount (this is comprised of the first month's membership dues plus a one-time, non-refundable membership processing fee for, if applicable, the association membership). Each Member also acknowledges and agrees that their monthly dues will be automatically charged or drafted every month from the credit card, debit card or bank account they provide to us. Further, each Member attests that they are the holder of the credit card, debit card or bank account provided.

Each Member may cancel automatic payments at any time by calling Customer Service at (855) 351-7536. Each Member understands that they may terminate the scheduled payments by providing written notification to the Customer Service team five (5) business day prior to the next scheduled payment date. This advance notice allows processing time to ensure the termination occurs prior to the next scheduled payment date. Automatic payment termination cannot be guaranteed with respect to notice provided outside of this window. Each Member understands and agrees that the insurance agent or broker, if any, who assisted or is assisting the Member with this Application, is a representative of the Member. If this acknowledgment is signed by a representative of the Member, the undersigned represents his/her capacity to so act.

### **CANCELLATION & REFUND POLICY**

If a Member is not satisfied with their membership, they may cancel within thirty (30) days from their membership's effective date and they may be eligible to receive a full refund on the monthly membership dues collected for that month. All cancellations must be directed to Customer Service at (855) 351-7536. Cancellations are processed Monday–Friday from 8 a.m. – 5 p.m. Central Standard Time (CST). All cancellation requests must be made five (5) days prior to the billing date in order to cancel the membership for that month. This advance notice allows processing time to ensure the cancellation occurs prior to the next scheduled payment date. Cancellations cannot be guaranteed with respect to notice provided outside of this window. If a cancellation request is received on or after the recurring billing date and the payment has been drafted, the membership will terminate prior to the next billing date and the member will be covered through the next month. However, each Member acknowledges and understands that the one-time enrollment fee is non-refundable. The billing department will aggressively rebut and dispute any cancellation attempts made by Members via a “friendly” fraud chargeback, or similar—especially if no effort has been made to resolve the issue by contacting Customer Service.

By submitting a claim during the first 30 days under any of the insurance plans included with the association membership, each Member acknowledges and agrees that such a submission constitutes acceptance of the membership, the products, and their terms and submission of such a claim constitutes a waiver of any and all refund rights, including those noted in the foregoing paragraph.

### **POLICY INFORMATION**

Each Member acknowledges and agrees that, if included with their membership, the insurance policy purchased by the Member, is not a major medical or comprehensive medical insurance coverage, and is neither an Essential Health Benefit Plan under the federal Affordable Care Act (ACA) nor a policy of Worker's Compensation under state law. Association membership benefits and services are exempt from the requirements of the 2010 Federal Health Care Reform Law, and depending upon each Member's family and financial situation, they may be subject to the individual shared responsibility fee.



Each Member acknowledges and agrees that there may be a waiting period for pre-existing conditions for certain policies that are included with an association membership. It is the Member's responsibility to ensure they have determined if such a pre-existing condition applies to the policy included with their membership.

Each Member acknowledges and agrees that there may be a 30-day waiting period for sickness under certain policies that are included with an association membership, and they will not receive benefits under such insurance for all covered sicknesses until their membership has been in effect for 30 days. Each Member acknowledges and agrees that normal pregnancy or childbirth may not be covered under certain policies that are included with an association membership. It is the Member's responsibility to ensure they have determined if such waiting periods or exclusions apply to the policy included with their membership.

Each Member acknowledges and agrees that, if applicable, as part of the association membership plan purchased, they may have access to a PPO network. By using a doctor or facility in the PPO network, they may further reduce their healthcare costs through negotiated PPO discounted rates. It is the Member's responsibility to ensure they have determined if such discounts are included with their membership.

If applicable, each Member acknowledges and agrees that if there is any discrepancy between what they thought the selling Agent told them about the membership plan purchased and what the actual policy states, the policy terms govern. It is the Member's responsibility to understand the products purchased with their membership.

**EACH MEMBER IS STRONGLY ENCOURAGED AND ADVISED TO READ ALL MEMBERSHIP AND, IF APPLICABLE, POLICY MATERIALS CAREFULLY AND TO GO OVER ANY QUESTIONS OR CONCERNS WITH THEIR AGENT, A FAMILY MEMBER, OR A TRUSTED INDIVIDUAL WHO MAY BETTER UNDERSTAND SUCH MEMBERSHIP AND POLICIES MATERIALS.**

#### **CHANGE IN TERMS**

PHS reserves the right to change the terms and conditions of this agreement at any time. We shall update this agreement on [members.affiliatedworkersassociation.org](http://members.affiliatedworkersassociation.org) and may notify you of such changes by email or written notice to your most recent address listed in our records. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any changes. By using [members.affiliatedworkersassociation.org](http://members.affiliatedworkersassociation.org) when the changes become effective, you agree to be bound by the revised terms and conditions contained in this agreement or you can decline the changes by discontinuing the use of your Member Portal internet account. PHS reserves the right to terminate this Agreement and your access to the website, in whole or in part, at any time.