

STATE OF MICHIGAN 6th JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS	CASE NO. 2022-197246-CZ JUDGE NANJI J. GRANT
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Court address 1200 N. Telegraph, Pontiac, MI 48341 **Court telephone no.** (248) 858-0344

Plaintiff's name(s), address(es), and telephone no(s).
 Michigan Department of Licensing and Regulatory Affairs,
 Corporations, Securities & Commercial Licensing Bureau
 2407 N. Grand River Ave., Lansing, MI 48906
 (517) 241-6470

Plaintiff's attorney, bar no., address, and telephone no.
 Daniel P. Kelly (79017)
 P.O. Box 30758
 Lansing, MI 48909
 (517) 335-7569

v

Defendant's name(s), address(es), and telephone no(s).
 Proteccion Plenitud, Inc., d/b/a Assure for Life
 1560 Sawgrass Corporate Parkway
 4th Floor
 Sunrise, FL 33323
 (888) 815-5817

This case has been designated as an eFiling case, for more information please visit www.oakgov.com/efiling.

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

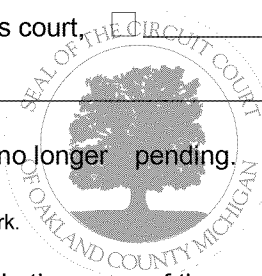
- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in this court, _____ Court, where

it was given case number _____ and assigned to Judge _____.

The action remains is no longer pending.

Summons section completed by court clerk.



SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date 11/14/2022	Expiration date* 02/13/2023	Court clerk Lisa Brown
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*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

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PROOF OF SERVICE

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

<input type="checkbox"/> OFFICER CERTIFICATE I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)	OR	<input type="checkbox"/> AFFIDAVIT OF PROCESS SERVER Being first duly sworn, I state that I am a legally competent adult, and I am not a party or an officer of a corporate party (MCR 2.103[A]), and that: (notarization required)
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- I served personally a copy of the summons and complaint,
 I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint,

together with _____
List all documents served with the summons and complaint

_____ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare under the penalties of perjury that this proof of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Fee	
\$		\$	
Incorrect address fee	Miles traveled	Fee	TOTAL FEE
\$		\$	\$

Signature

Name (type or print)

Title

Subscribed and sworn to before me on _____, _____ County, Michigan.
Date

My commission expires: _____ Signature: _____
Date Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____
Attachments

_____ on _____
Day, date, time

_____ on behalf of _____
Signature

This case has been designated as an eFiling case, for more information please visit www.oakgov.com/efiling.

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 6TH JUDICIAL CIRCUIT
OAKLAND COUNTY

MICHIGAN DEPARTMENT OF LICENSING
AND REGULATORY AFFAIRS,
CORPORATIONS, SECURITIES, &
COMMERCIAL LICENSING BUREAU,

Plaintiff,

Case No.: 22- -CZ
2022-197246-CZ
HON. JUDGE NANCI J. GRANT

v

PROTECCION PLENITUD, INC., D/B/A
ASSURE FOR LIFE,

Defendant.

Daniel P. Kelly (P79017)
Attorney for Plaintiff
Michigan Department of Attorney General
Licensing and Regulation Division
P.O. Box 30758
Lansing, MI 48909
(517) 335-7569

There is no other pending or resolved civil action
arising out of the same transaction or occurrence
as alleged in the complaint.

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

Plaintiff, the Michigan Department of Licensing and Regulatory Affairs,
Corporations, Securities, & Commercial Licensing Bureau, through its counsel,
Assistant Attorney General Daniel P. Kelly, under Section 24 of the Prepaid
Funeral and Cemetery Sales Act, Act 255 of 1986, MCL 328.234, MCR 2.605 and

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MCR 3.310, files this complaint for declaratory and injunctive relief. In support of this Complaint, Plaintiff alleges, upon information and belief, as follows:

PARTIES

1. Plaintiff is the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities, & Commercial Licensing Bureau (the Department), which is the state agency charged with investigating alleged violations of and administering and enforcing the Prepaid Funeral and Cemetery Sales Act (the Prepaid Act). MCL 328.227, 328.230(1), and 328.234; *see also*, ERO 1991-9, MCL 338.3501(1)(b)(viii) and ERO 2018-1, MCL 460.22(I)(D).

2. Defendant Proteccion Plenitud, Inc., d/b/a Assure for Life (hereinafter PP AFL), is a Florida For-Profit Corporation, incorporated under the laws of Florida, with its principal office located in Florida. Defendant PP AFL, through its agents, is soliciting and entering into contracts for prepaid funeral and cemetery services with citizens of the state of Michigan without being registered with the Department, contrary to Section 6 of the Prepaid Act, MCL 328.216.

3. Defendant PP AFL failed to obtain a certificate of authority for transacting business or conducting affairs in the State of Michigan, under section 1011 of the Business Corporation Act, Act 284 of 1972, MCL 450.2011. Defendant PP AFL has also failed to maintain a resident office or resident agent in the State of Michigan to accept service of process under MCL 450.1241(1) and 1246.

VENUE AND SUBJECT MATTER JURISDICTION

4. This Court has jurisdiction based on MCL 328.234, which allows the Department to bring action in a circuit court in any county in which a registrant or other person has solicited or sold prepaid contracts “to force compliance” with the Prepaid Act. The statute also grants this Court authority to “award damages, issue equitable orders in accordance with the Michigan court rules to restrain conduct in violation of the act, and award reasonable attorney fees and costs to a prevailing party.” MCL 328.234.

5. Defendant, through its agents and independent contractors, has solicited and sold at least 26 prepaid contracts in Michigan, including in Oakland County.

PERSONAL JURISDICTION

6. Under section 715 of the Revised Judicature Act of 1961, Act 236 of 1961, MCL 600.715, transacting business in the state and entering into a contract for services to be performed or for materials to be furnished in the state by the defendant, constitutes a sufficient basis for jurisdiction to enable the courts of record of this state to exercise limited personal jurisdiction over corporations and to enable those courts to render personal judgements against corporations. MCL 600.715(1) and (5).

7. Defendant PP AFL, through its agents and independent contractors, transacts business in the state by soliciting and executing contracts for “Funeral Assistance Plans” with Michigan residents. These contracts involve Defendant PP

AFL arranging for third parties to provide funeral services, burial services, and funeral and burial merchandise in exchange for a monthly membership fee.

STATUTORY AUTHORITY

8. Under MCL 328.216(1), “[a] person shall not sell, provide, or agree to provide merchandise or funeral or cemetery services pursuant to a prepaid contract unless that person is registered with the department and has received a certificate of registration.”

9. MCL 328.222(1) requires all funds received in connection with a prepaid contract to be held in escrow by an escrow agent for the benefit of the contract beneficiary.

10. “Person” is defined under the Prepaid Act to include “an individual, group of individuals, sole proprietorship, partnership, limited liability company, association, corporation, governmental agency, cemetery, or a combination of these legal entities.” MCL 328.215(b).

11. “Contract seller” is defined under the Prepaid Act as “a person who sells, makes available, or provides prepaid contracts.” MCL 328.213(m).

12. “Provider” is defined under the Prepaid Act as “any person who furnishes or agrees to furnish merchandise or funeral or cemetery services pursuant to a prepaid contract, whether or not that person is the contract seller. In the case of merchandise, provider means the person who arranges for delivery of the merchandise at the time of the death of the contract beneficiary and not the manufacturer of the merchandise. In the case of funeral services, provider means a

person who possesses all licenses necessary to perform the funeral services specified in the prepaid contract. In the case of cemetery services, provider means a person who possesses all licenses and registrations necessary to provide the cemetery services specified in the prepaid contract.” MCL 328.215(f).

13. “Prepaid Contract” is defined under the Prepaid Act as “a contract requiring payment in advance for funeral or cemetery services or merchandise, physical delivery and retention of which would occur after death under a guaranteed price contract or a nonguaranteed price contract.” MCL 328.215(d).

14. The term “physical delivery and retention” is defined under the Prepaid Act as “actual control and possession of merchandise that has been permanently relinquished by a contract seller or a provider, or the agent of either, to the contract buyer or the contract beneficiary.” MCL 328.215(c).

15. “Guaranteed price contract” is defined under the Prepaid Act as “a prepaid contract under which funds received are held pursuant to an escrow agreement. A guaranteed price contract has a guaranteed fixed price for which specified merchandise or funeral or cemetery services are required to be sold to or made available for a contract buyer or for a contract beneficiary, regardless of the cost or value of the merchandise or funeral or cemetery services at the time of death of the contract beneficiary. Under the guaranteed price contract, additional consideration is not charged for the originally contracted for merchandise or funeral or cemetery services at the time of delivery of the merchandise or funeral and cemetery services.” MCL 328.214(g).

16. “Nonguaranteed price contract” is defined under the Prepaid Act as “a prepaid contract under which funds received are held pursuant to an escrow agreement between a contract seller or provider and a contract buyer and are applied to the cost of the merchandise or funeral or cemetery services, which merchandise or funeral or cemetery services may be selected by the contract buyer at the time the contract is signed or as selected by a person legally authorized to procure merchandise or funeral or cemetery services at the time of death of the contract beneficiary. A nonguaranteed price contract does not obligate the contract beneficiary’s estate or the person who is legally entitled to make funeral or cemetery arrangements for a deceased contract beneficiary to purchase specific merchandise or funeral or cemetery services which were selected before the contract beneficiary’s death and does not obligate either the contract beneficiary’s estate or the person who is entitled to make funeral or cemetery arrangements for a deceased contract beneficiary to expend a specific amount on merchandise or funeral or cemetery services.” MCL 328.215(a).

17. “Merchandise” is defined under the Prepaid Act as “[c]emetery burial vaults or other outside containers, grave markers and urns[,]” and “[i]tems of merchandise sold or offered for sale or lease to consumers that will be used in connection with a funeral or an alternative to a funeral or the final disposition of human remains, including, but not limited to, caskets, combination units, and catafalques.” MCL 328.213(f) and MCL 328.214(k)(i).

18. “Funeral Services” are defined under the Prepaid Act as “services customarily performed by a mortuary science licensee who is licensed pursuant to article 18 of the occupational code, 1980 PA 299, MCL 339.1801 to 339.1812. Funeral services include, but are not limited to, care of dead human remains, embalming, preparation of dead human remains for final disposition, professional services relating to a funeral or an alternative to a funeral or final disposition of dead human remains, transportation of dead human remains, limousine services, use of facilities or equipment for viewing dead human remains, visitation, memorial services, or services which are used in connection with a funeral or alternative to a funeral, coordinating or conducting funeral rites or ceremonies, cremations, and other services provided in connection with a funeral, alternative to a funeral, or final disposition of dead human remains.” MCL 328.214(e).

19. “Cemetery Services” are defined under the Prepaid Act as “cremations, grave openings and closings, and installation of grave memorials.” MCL 328.213(g).

20. “Escrow agent” is defined under the Prepaid Act as “a person who holds, invests, and distributes principal and income from the funds received under a prepaid contract.” MCL 238.214(c).

21. Under MCL 328.228(1)(c) and (g), a person selling or offering to sell merchandise, or funeral or cemetery services, whether a registrant or not, shall not advertise or offer merchandise or funeral or cemetery services for sale before the

death of a prospective contract beneficiary in a manner which is false, misleading, deceptive, or unfair or violates the Prepaid Act or rules promulgated under the Prepaid Act. MCL 328.228(1)(c) and (g).

22. Under MCL 328.217 and 218, records of funds deposited with an escrow agent are subject to inspection and audit by the Department and registrants are required to keep in the state accurate accounts, books, and records of all transactions and accounts regulated by the Prepaid Act, including copies of all prepaid contracts, the dates and amounts of payments made and accepted under these prepaid contracts, the name and address of each contract buyer, the name and address of the contract beneficiaries, the name and address of each escrow agent, the date and amount of each deposit made to an escrow agent, the total price of each contract exclusive of commission, any commission received for each contract, the date each contract is performed, canceled, or revoked, the date and amount of any refund paid to the contract buyer, and any other records as the Department may require to enable it to determine whether the registrant is complying with the requirements of the Prepaid Act.

23. MCL 328.222(3) allows a prepaid contract to authorize the contract seller or provider to charge an additional commission of not more than 10% of the contract price; however, if the contract price is paid in installments, the commission retained by the contract seller or provider shall not exceed the rate of the commission charged in the prepaid contract for each installment.

24. Under MCL 328.223, a prepaid contract buyer may cancel the contract prior to death with 30 days written notice and will receive a return of a percentage of the funds collected under the contract.

FACTUAL BACKGROUND

25. Defendant PP AFL sells “Funeral Assistance Plans” whereby in exchange for a monthly membership fee, it will facilitate funeral or cremation arrangements with third parties and pay certain travel costs and funeral expenses for its members and identified beneficiaries at the time of death.

26. The monthly fee is based on the member’s family size and ranges from \$25.00 for a single person to \$75.00 for a family of seven.

27. Defendant PP AFL’s advertised services include standard or “basic” funeral services or cremation, embalming, basic funeral room, decedent transfer, death certificate, standard casket or urn, and airline tickets, if required.

28. Defendant PP AFL’s solicitation materials state:

Assure provides funeral services to beneficiaries in the United States, including:

*Standard funeral service or cremation.

*Preparation of body (embalming).

*Basic funeral room for each funeral home that provides the service.

*Transfer of deceased to the local funeral home, cemetery, or crematorium within the United States.

*In the event the client chooses cremation, the funeral home will select the crematorium for the final disposition of the deceased.

*Death certificate.

*Standard casket (depending on country regulations) or urn for ashes.

*Economy class air ticket (round trip) within the United States for the plan owner, subject to availability of the

airline, for the sole purpose of accompanying their covered loved ones in the funeral process. [**Exhibit A**, Assure for Life Marketing Materials.]

29. Defendant PP AFL's solicitation materials also explicitly state that "[t]his is NOT a Life Insurance Policy."

30. Defendant PP AFL advertises and solicits a scheme whereby it sells contracts requiring payment in advance installments for funeral or cemetery services or merchandise, physical delivery and retention of which would occur after death.

31. Under Section C of its form contract, following the death of the "primary member" or designated additional members, Defendant PP AFL will arrange funeral-related professional services to be provided by third parties. These services include basic funeral services or cremation; transfer of the deceased to a local funeral provider; preparation of deceased (embalming or refrigeration); viewing at a funeral provider for the minimum time the funeral provider offers; standard casket or urn; transportation of the deceased to the cemetery or crematorium; basic reminder pack; death certificate; and airline ticket in economy class for primary member for the sole purpose of attending the funeral service of the beneficiary. (**Exhibit B**, Assure for Life Membership Plan contract. Attached and incorporated pursuant to MCR 2.113(C).)

32. Additionally, under Section D.2. of the contract, no refund or reimbursement will be provided to members for services not requested. Likewise, under Section E.5., "[n]o refund will be made for any services not utilized." Finally,

under Section E.17., although the plan can be canceled by the primary member, “[a] refund will be made only for the months following the month in which the plan was canceled.”

33. Defendant PP AFL solicits and sells these plans in the State of Michigan, using independent contractors, including Krafus Walker, Theology and Technology Network, Sheridan Ann Daniels, Kevin D. Peterson, Carla Rene Folson, Michico Miller, Renee Forbes, Kenneth Grimes and Twenty-First Century Funding, LLC.

34. Under Defendant PP AFL’s independent contractor agreement, the independent contractor earns a commission consisting of 35% of the annual membership fees for each sale and a 1% commission each year a member renews.

35. To date, Defendant PP AFL has solicited and sold at least 26 funeral assistance plans to Michigan residents.

36. Defendant PP AFL does not escrow membership fees for the benefit of the beneficiaries.

COUNT I- DECLARATORY JUDGMENT

37. The Department incorporates by reference the other paragraphs of this complaint.

38. Under MCR 2.605 in a case of actual controversy within its jurisdiction, this Court may declare the rights and other legal relations of an interested party seeking a declaratory judgment, whether or not other relief is or could be sought or granted.

39. There is an actual controversy within this Court's jurisdiction regarding whether the Prepaid Act, MCL 328.211, *et seq* applies to Defendant PP AFL's conduct.

40. The Department seeks declaratory judgment that Defendant PP AFL's conduct of selling funeral assistance plans constitutes selling prepaid contracts as defined under the Prepaid Act, that Defendant PP AFL, its agents, independent contractors, servants, and employees are subject to the Prepaid Act, and that Defendant PP AFL has violated the Prepaid Act.

COUNT II- INJUNCTIVE RELIEF

41. The Department incorporates by reference the other paragraphs of this complaint.

42. MCL 324.234 authorizes this Court to issue equitable orders in accordance with the Michigan court rules to restrain conduct in violation of the Prepaid Act. Under MCR 3.310, this Court may issue an order granting an injunction.

43. Defendant PP AFL has violated and continues to violate the Prepaid Act by offering for sale prepaid contracts for merchandise and funeral and cemetery services to Michigan residents without possessing a registration, in violation of MCL 328.216(1). Defendant PP AFL sells contracts requiring monthly payments in advance for the provisioning of funeral services and merchandise by unidentified third-party providers.

44. Under the Prepaid Act, these contracts cannot be sold unless the contract seller, or to use Defendant's terms, "arranger," is registered with the Department. MCL 328.216(1). The Prepaid Act requires registration to protect consumers and ensure that their funds are protected through escrow and are only to be used for the benefit of the beneficiaries.

45. In this case, Defendant PP AFL has entered into at least 26 prepaid contracts with Michigan residents for an indefinite period of time with no indication of the baseline or ceiling for price, merchandise, or services. Michigan consumers have no recourse should they no longer need the services provided by Defendant PP AFL because they build no cash value from their payments, Defendant PP AFL does not issue refunds of previous payments when a consumer cancels the contract, and Defendant PP AFL does not hold the money received in escrow as required by the Prepaid Act.

46. In addition to violating the Prepaid Act by selling prepaid contracts without being registered with the Department, Defendant PP AFL is violating multiple other sections of the Prepaid Act meant to protect Michigan prepaid contract beneficiaries. For example, because funds are not deposited with an approved escrow agent, in violation of MCL 328.222, and because Defendant PP AFL does not maintain in the state accurate accounts, books, and records of all transactions and accounts regulated by the Prepaid Act, in violation of MCL 328.218, the Department is unable to inspect or copy records upon request as required by MCL 328.217.

47. Further, Defendant PP AFL is also retaining a commission of more than 10% of the monthly contract payment, in violation of MCL 328.222(3).

48. Moreover, Defendant PP AFL does not guarantee the maximum amount it will pay for promised services and provides no refund for unused services. Therefore, Defendant PP AFL is advertising and offering merchandise and funeral and cemetery services in a false, misleading, deceptive, and unfair manner, in violation of MCL 328.228(1)(c).

49. Defendant PP AFL's form contract fails to comport with the Prepaid Act because it does not allow a Michigan resident who purchased a prepaid contract to cancel the contract prior to death with 30 days written notice and be returned a specified percentage of the escrow funds collected under the contract, in violation of MCL 328.223. If a customer terminates the contract under Defendant PP AFL's scheme, they receive at most a refund of that month's payment only.

50. The Department seeks an injunction against Defendant PP AFL, its agents, independent contractors, servants, and employees, enjoining and restraining them from soliciting or selling "funeral assistance plans" or prepaid contracts for funeral or cemetery services or merchandise in the State of Michigan without a registration issued by the Department and from further violating the Prepaid Act.

CONCLUSION AND RELIEF REQUESTED

Accordingly, the Department respectfully requests that this Court:

- A. Issue a declaratory judgment pursuant to MCR 2.605 that the Prepaid Act applies to Defendant PP AFL's conduct, that Defendant PP AFL is subject to the Prepaid Act, and that PP AFL has violated the Prepaid Act.
- B. Issue an injunction pursuant to MCL 328.234 and MCR 3.310 enjoining and restraining Defendant PP AFL, its agents, independent contractors, servants, and employees, from soliciting or selling "funeral assistance plans" or prepaid contracts for funeral or cemetery services or merchandise in the State of Michigan without a certificate of registration issued by the Department and from further violating the Prepaid Act.
- C. Order Defendant PP AFL to make full restitution to all Michigan residents who have entered into a contract with Defendant PP AFL for a Funeral Assistance Plan by refunding all payments received from Michigan residents.

- D. Award reasonable attorney fees and costs to Plaintiff under MCL 328.234.
- E. Grant the Plaintiff any additional relief deemed just and equitable.

Respectfully submitted,

/s/ Daniel P. Kelly
Daniel P. Kelly (P79017)
Assistant Attorneys General
Licensing and Regulation Division
P.O. Box 30758
Lansing, MI 48909
Phone: (517) 335-7569
Fax: (517) 241-1997

Dated: November 14, 2022


LF: 2022-0346922-A/Assure for Life, 344654 (Prepaid)/Complaint for Declaratory and Injunctive Relief – 2022-11-14

This case has been designated as an eFiling case, for more information please visit www.oakgov.com/efiling.

2022-197246-CZ
JUDGE NANJI J.
GRANT

Exhibit A to Complaint

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HAVE PEACE OF MIND
WITH

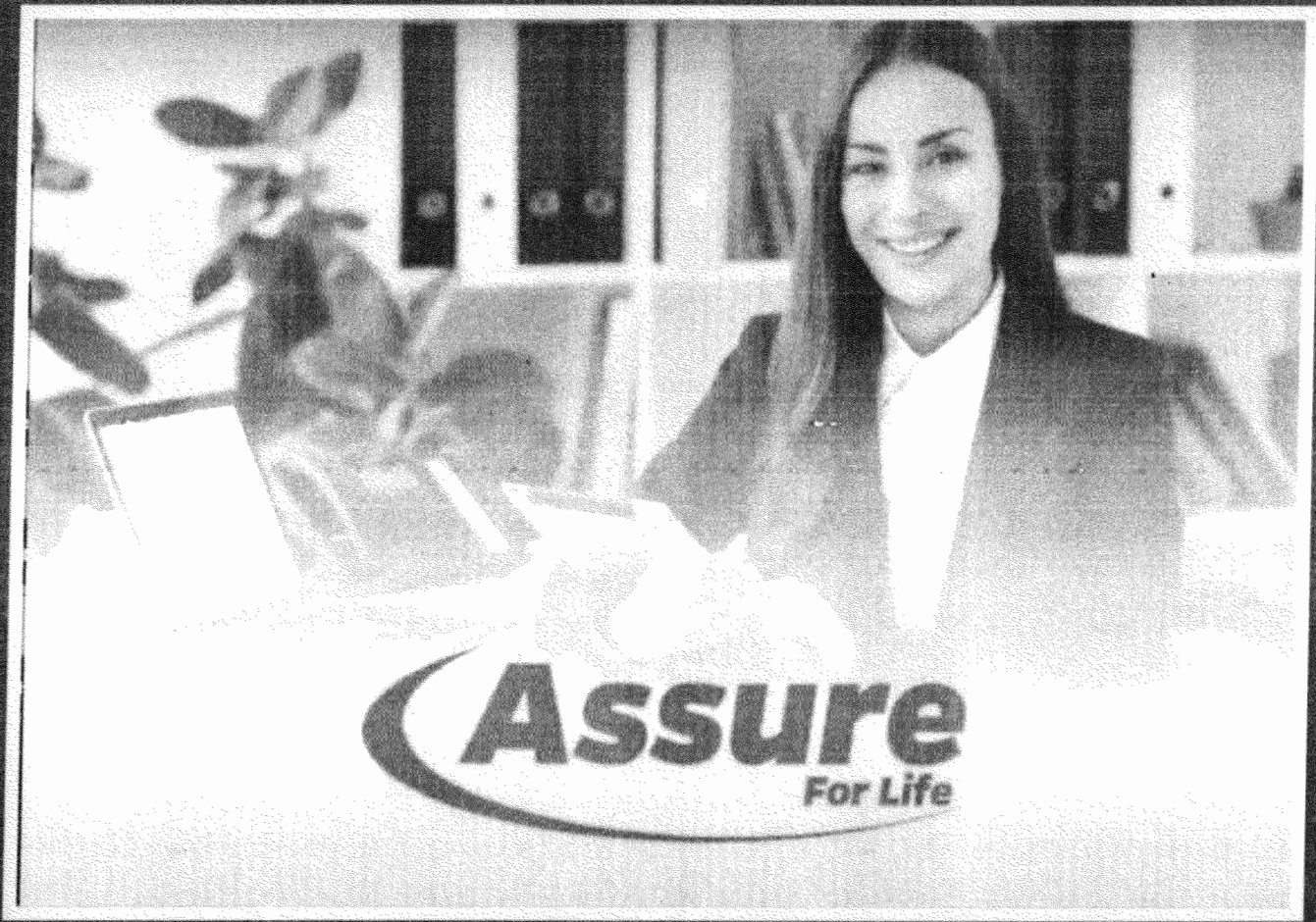
Assure
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Pastor Krafus Walker
CERTIFIED AFFILIATE

Cover Final Expenses For 7 for \$75/month
\$50 covers 7 in CA, NC, SC, NY & FL
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Handles All Of The Funeral Logistics
Eliminates Need for Emergency Fund Raising
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(313) 293-9720 krafuswalker@gmail.com

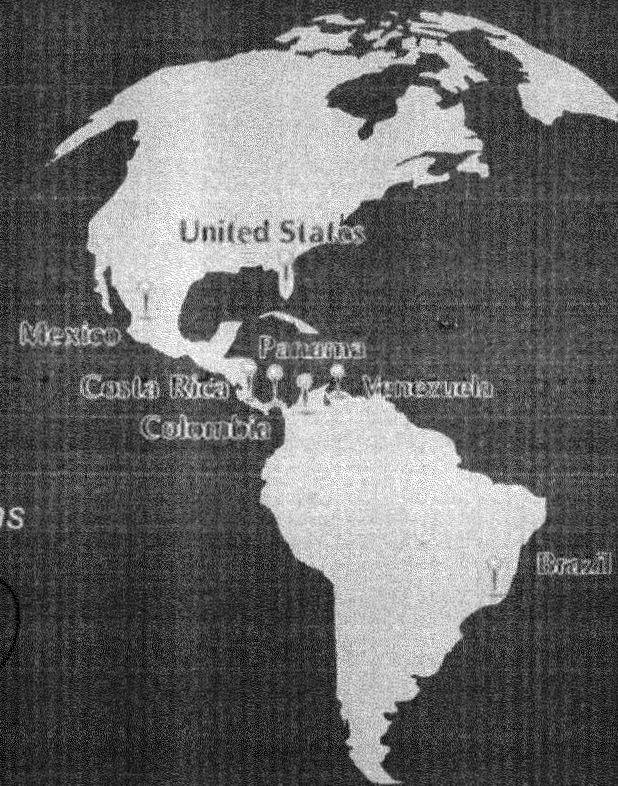


► **Think about these questions**

- *How many funerals have I attended in the last 5 years? (both virtual and live)*
- *How many times have you received or seen "GoFundMe" post on social media to assist with the financial burden of funeral services?*
- *We all know that Food, Gas, and housing have become more costly recently, but are you aware funeral cost doubles every 5 years due to inflation as well?*
- *If there were a way to remove the financial stress of a love ones funeral, would that be of interest to you?*
- *If you could cover the cost of these services up to 7 people for approx. \$2.50 a day? (a cup of coffee) would you agree that's a GREAT value?*

▸ *Who is Assure For Life?*

- *Family Funeral Assistance Plan*
- *In business for 70 plus years*
- *Started in Columbia in 1950*
- *We are in Every country in Latin America, United States and Caribbean*
- *We have partnered with 2,500 organizations*
- ***This is NOT a Life Insurance Policy***



▶ ***Protecting What Matters Most***

We protect the people closest to you in the unfortunate financial and emotional event of a funeral requirement. Funeral costs can destroy your family's finances even if you have life insurance.

At Assure For Life, we provide you with the logistical and financial expertise necessary for a proper funeral for your loved ones.

Assure For Life has provided protection to 250,000 families in the United States, Latin America and Caribbean.*

► Our Headquarters

Colombia – Venezuela – Costa Rica – Mexico – Florida

Our headquarters

United States
Mexico
Panama
Costa Rica
Colombia
Venezuela
Brazil

BBB A+
ACCREDITED BUSINESS

NFDA
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Member of the Latin American Association of Cooperatives and Financial Services

Member of the Remaplan Global Network

70 YEARS 1936-2006

Colombia 1950 | Venezuela 1994 | Costa Rica 2001 | Mexico 2006

▶ *With our family protection plan, you can protect up to 7 friends or family members*

- *Our family assistance plans cover arrangement for funeral expenses of you or your family members residing in the United States and Latin America, Caribbean. Plus, Assure For Life gives you the flexibility to add family or friends easily and inexpensively.*

▶ **Family Protection for those who live in the United States**

- *Assure provides funeral services to beneficiary residents in the United States, including:*
 - *Standard funeral service or cremation.*
 - *Preparation of the body (embalming).*
 - *Basic funeral room for each funeral home that provides the service.*
 - *Transfer of the deceased to the local funeral home, cemetery or crematorium within the United States.*
 - *In the event that the client chooses cremation, the funeral home will select the crematorium for the final disposition of the deceased.*
 - *Death certificate.*
 - *Standard casket (depending on country regulations) or urn for ashes.*
 - *Economy class air ticket (round trip) within the United States for the plan owner, subject to the availability of the airline, for the sole purpose of accompanying their covered loved ones in the funeral process.*

Family Protection for those who live in Latin America

- *Assure provides funeral services to beneficiary residents in Latin America, including:*
 - *Standard funeral service or cremation.*
 - *Standard casket (depending on country regulations) or urn for ashes.*
 - *Preparation of the body (embalming).*
 - *Funeral room or equipment of funeral room at home according to use and customs of the place.*
 - *Transfer of the deceased and transportation of companions to the local funeral home according to local customs.*
 - *In the event that the client chooses cremation, the funeral home will select the crematorium for the final disposition of the deceased.*
 - *Final destination according to the legal provisions of the selected country (lot or vault). Services and adaptation rights if the lot or vault is their own.*
 - *Economy class air ticket (round trip) within the United States for the plan owner, subject to the availability of the airline, for the sole purpose of accompanying their covered loved ones in the funeral process*

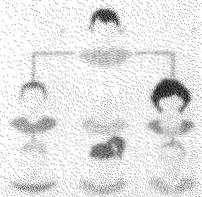
International Funeral Assistance

- *Assure provides funeral services to beneficiary residents of the United States or Latin America who have the desire for final disposition in a location in which they do not reside at the time of death.*
- *Assistance during the process in the country of death of the beneficiary.*
- *Transfer of the deceased to the local funeral home.*
- *Preparation of the body (embalming).*
- *Standard chest (according to the regulations of the country) or urn for ashes.*
- *Legal procedures: Consulate, Public Health License, Death certificate.*
- *Transfer of deceased to airport for shipping of remains.*
- *Shipment of remains to place of final disposition.*
- *Final disposition according to the legal provisions of the selected country lot or vault.*
- *Services and rights of adaptation if the lot or vault are their own.*
- *In the event that the client chooses cremation, the funeral home selects the crematorium for the final disposition of the deceased.*
- *Economy class air ticket (round trip) within the United States for the plan owner, subject to the availability of the airline, for the sole purpose of accompanying their covered loved ones in the funeral process.*

Family Plan

You can protect up to 7 people in USA, Latin America and Caribbean

In all remaining 45 states, Washington D.C.
and the United States Virgin Islands

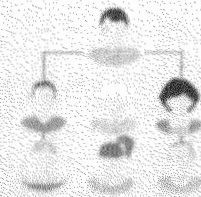


\$ 900.00

Family group annual

\$225 (3 months)

in the states of Florida, North Carolina,
South Carolina, New York, California and
Puerto Rico.



\$ 600.00

Family group annual

\$150 (3 months)

One-time initial registration fee of \$20

If the members are over 65 years old or the plan holder is in one of the remaining 45 states,
Washington D.C and the US Virgin Islands the annual fee will be \$900.00

Silver Plan

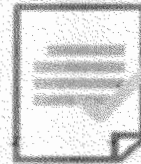
Assure, thinking about the needs of its customers puts at your disposal the Silver Plan, special for people between 66 and 75 years. Paying a single registration fee of \$20.00 USD



One-person
Silver Plan

\$600

from 66 to 75 years



Two-person
Silver Plan

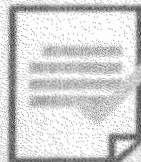
\$900

Beneficiary
from 0 to 75 years
without degree
of kinship



For low cost states like:

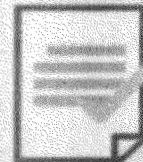
California, New York, Florida, North Carolina y South Carolina and Puerto Rico



One-person
Silver Plan

\$420

from 66 to 75 years



Two-person
Silver Plan

\$600

Beneficiary
from 0 to 75 years
without degree
of kinship



ASSURE
Silver

▸ **When does my coverage begin?**

Is there a waiting period?

- *Accidental, Tragic, Violent and Suicide deaths
3 days (Immediate)*
- *All Natural death is 180 days. (6 months)*
- **NO Medical Exams Required !!**
- *Family Plan Ages 0 – 80 \$50 or \$75 per month*
- *Silver Plan Ages 66 – 75 \$35 - \$75 per month*

*** Up to 2 members per Silver Plan*

*** No more than 2 members over the age of 65 per Family Plan*

***Non-payment for 3 months will generate a cancellation of plan*

▸ *Protection Against the Unexpected*

- *All it takes is a phone call. Assure For Life will pay for the funeral expenses and manage the funeral arrangements for you or any of your affiliates. So you and your family can continue the healing process.*

▶ **Who is not covered?** Knock Out factors

- *Terminal Illness*
- *Cancer (NOT in remission)*
- *Brain Tumor*
- *Dialysis*



Assure For Life Reviews

Assure for Life
3105 NW 107th Ave Suite 400, Doral, FL

5.0 ★★★★★

P **Pilar Cadena**
3 reviews

★★★★★ 3 months ago

(Translated by Google) In July 2020 my mother passed away, and fortunately we had the assure for life funeral service, it was a great help for us in such a difficult time, the funeral home we chose was the best, they treated us with a lot of love, all the service it was the best, I recommend it 100%

K **Karla Ortiz**
1 review

★★★★★ 2 months ago

(Translated by Google) It was very important for us to have the Plenitud funeral service at the difficult time that my brother passed away. We had absolute peace of mind during this sad episode that all the details were covered and resolved in a timely manner. All the people were very professional and delicate in their dealings. We feel very protected and we are deeply grateful to each and every person who helped us at this time. We highly recommend them and tell everyone that getting the plans that Plenitud offers is the wisest decision one can make.

Thank you.

Ruth Gomez
9 reviews

★★★★★ 1 year ago

My experience with Plenitud was great. The place is very elegant and peaceful. The staff and managers were excellent, kind, professional and friendly. They showed a great transparency when it comes to invoices and transactions. I highly recommend them! Thank you for all your hard work and excellent etiquette.

Jesus Martinez
5 reviews · 6 photos

★★★★★ 3 weeks ago NEW

(Translated by Google) This is one of the best companies and with a high quality of human service in the most difficult moments and when we most need help, both financially and emotionally !!!

Tomas Delgado
6 reviews

★★★★★ 2 months ago

No words can describe how great I was treated from Paola Andrea and Maggie from the first called I did to Plenitud.

After a tragic event I received the best guidance from Maggie who assisted us from the beginning to the end. No words can describe how thankful we are with them.

A+ services

5 star review

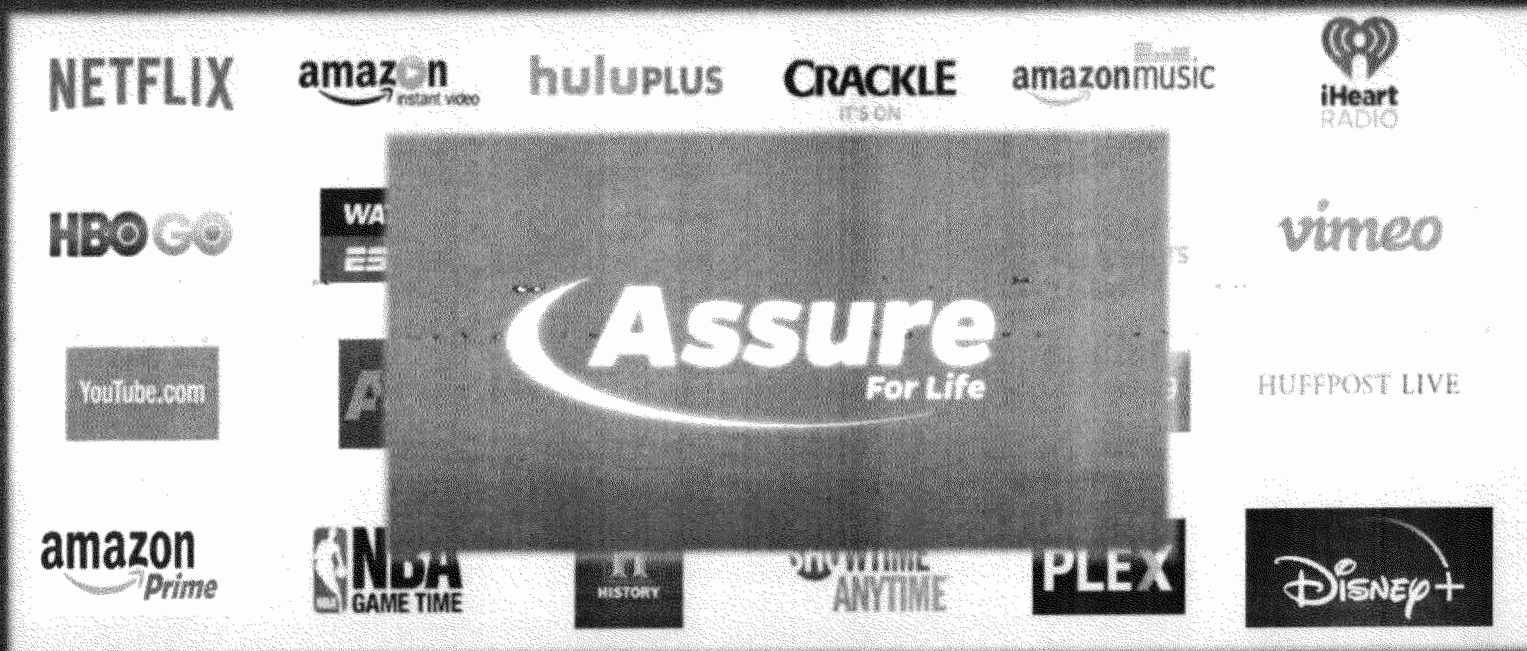
Linda
1 review

★★★★★ 5 years ago

I would definitely recommend this funeral home. It is a beacon of light in the heart of Cambridge. They have a wonderful and helpful staff. Their director by the name of Leah Suri was very helpful and gave us exceptional service. She sat down and gave us explained prices and helped us every step of the way. This place is very nice and it has a great feel to it. I honestly didn't feel as if I was viewing my brother who passed away from a massive heart attack at the age of 41. It felt as if it was a celebration of his life, which is what I just want to publicly thank this exceptional funeral home for their services. I would recommend this place any day. THANK YOU FROM THE BOTTOM OF OUR HEARTS! Hernandez/Acevedo Family.



Do you have any of these services





▶ **Get Protected Against the Unexpected**

- *Because its not IF, its WHEN!*
- *It may not be for YOU, but for someone you know.*
- *Someone cared enough about you to get the information to you.*

**Get Protected with
“Assure For Life”**

This case has been designated as an eFiling case, for more information please visit www.oakgov.com/efiling.

2022-197246-CZ

JUDGE NANCI J. GRANT

Exhibit B to Complaint

FILED Received for Filing Oakland County Clerk 11/14/2022 10:32 AM



By Protección Plenitud

Date	MM	DD	YY	ID/phone number
------	----	----	----	-----------------

No.

Last Name:	First Name:	Date of Birth	
Home address:	City/State:	Zip code:	P.O Box
Home telephone:	Cellular phone:	E mail:	
Company name:	Telephone number:	Fax:	
Address:	City/State	E mail:	
Relative's name:	Home telephone:	Cellular phone:	
Home address:	City/State:	Country:	
Nationality:	Country of residence:		

Comments: _____

LAST NAME	FIRST NAME	NATIONALITY	COUNTRY OF RESIDENCE	CITY	AGE	DOB			RELATIONSHIP
						MM	DD	YY	
						MM	DD	YY	Applicant Spouse Children Parents In laws Brother Sister Others
						MM	DD	YY	
						MM	DD	YY	
						MM	DD	YY	
						MM	DD	YY	
						MM	DD	YY	
						MM	DD	YY	

Total number of members	Total Sale	Enrollment	Initial Payment
Payment mode	Monthly	Quarterly	Semi-annual
	Annual	Payment	\$
Type of payment:	Ck	Payment Center	Payroll
	Automatic Debit DC/CC	Routing Number	
Debit Credit Card or Bank Account:		SC	Exp

As an employee of _____ I hereby authorize my employer to initiate a payroll deduction on the date and payment mode set forth until renewal time. This authorization is to remain active until a written cancelation notice is provided to the employer. _____ Employer will forward payments to Plenitud.

Client: Understands and accepts the conditions of the agreement
 Plenitud Agent: Guarantees that all client information is correct

<h1>Paola Serna</h1>	
Client's Signature	Agent's Signature and Code
Director's Signature	

GENERAL CONDITIONS OF FUNERAL ASSISTANCE PLAN

Assure for life Membership Plan by Proteccion Plenitud, Inc.

Assistance with and access to funeral related professional services as an exclusive benefit provided to Assure for life Members.

Assure for life Membership Plan provides each Member access to funeral related professional services wherein **Assure for Life by Proteccion Plenitud, Inc.** contracts with licensed funeral establishments and cemeteries in the United States and in other countries to provide those services to members.

The primary member purchases the primary membership and then designates additional members according to the membership plan category (type). In exchange for a set fee, the holder and additional members are entitled to certain assistance services.

A. International Funeral Assistance

Assure for Life by Proteccion Plenitud, Inc. will arrange for the following services to be provided by third parties:

1. Transfer of the deceased to the local funeral provider.
2. Preparation of the deceased (embalming or cremation).
3. Standard casket (according to country regulations) or urn for cremated remains.
4. Assistance with the preparation of certain legal documents and procedures: (assistance with consulate, obtaining public health license and death certificate).
5. Shipment of remains of residents of United States to Latin America. Assure for life Membership Plan does not provide repatriation of remains to the United States of America and no benefits are provided for members engaged in planned travel outside the United States.
6. Transfer of the deceased to the airport.
7. Provide airline ticket for the deceased to the city requested by the member.
8. Transfer of the deceased from the airport to the local funeral provider.
9. Basic funeral services according to usage and customs at the destination.
10. Burial (only applies in Latin America), according to the legal provisions of the selected Latin American country, **Assure for Life by Proteccion Plenitud, Inc.** will select the cemetery for the final disposition; services and adaptation rights if the lot or vault is their own.
11. In the event that the client chooses cremation, the funeral provider will select the crematorium for the final disposition of the deceased.
12. Provide airline ticket for the primary member in economy class, subject to the availability of the airline, from the United States (round trip) with the sole purpose of attending the funeral service of the beneficiary.

B. Family Protection for Beneficiaries Residing in Latin America

Assure for Life by Proteccion Plenitud, Inc. will arrange for the following services to be provided by third parties:

1. Basic funeral service or cremation.
2. Transfer of the deceased to the local funeral provider.
3. Preparation of the deceased.
4. Provide standard casket (according to country regulations) or urn for cremated remains.
5. Viewing at funeral provider or home viewing equipment according to local usage and custom.
6. Final disposition in accordance with the legal provisions, uses and customs of the selected country; services and adaptation rights if the lot or vault is their own.
7. In the event that the client chooses cremation, the funeral provider select the crematorium for the final disposition of the deceased.

8. Provide airline ticket for the primary member in economy class, subject to the availability of the airline, from the United States (round trip) with the sole purpose of attending the funeral service of the beneficiary.

C. Family Protection for Beneficiaries Residing in the United States

Assure for Life by Proteccion Plenitud, Inc. will arrange for the following services to be provided by third parties:

1. Basic funeral service or cremation.
2. Transfer of the deceased to the local funeral provider.
3. Preparation of the deceased (embalming or refrigeration).
4. Viewing at funeral provider for the minimum time the funeral provider offers.
5. Provide standard casket or urn.
6. Transportation of the deceased to the cemetery or crematorium. In the event the client chooses cremation, the funeral provider will select the crematorium for the final disposition of the deceased.
7. Basic reminder pack.
8. Death certificate (1).
9. Provide airline ticket in economy class, subject to the availability of the airline, for the primary member within the United States (round trip) with the sole purpose of attending the funeral service of the beneficiary.

D. Request for Services

1. To request services, the primary member must contact Assure for life by **Assure for Life by Proteccion Plenitud, Inc.** using the toll-free customer service line 1-888-815-5817 in US. A staff member will begin the process of providing the services. Have this membership contract at hand at the time of the call. _____ x
2. No request for services will be accepted other than as set forth above. **Assure for Life by Proteccion Plenitud, Inc.** is not responsible to provide any services described above unless requested as set forth above. No refund or granting or indemnity or reimbursement will be made relating to services not requested as set forth above. _____ x
3. Note that the members must not have been diagnosed with a terminal condition at the time of registration. If the contrary is verified, **Assure for Life by Proteccion Plenitud, Inc.** is not responsible to provide any services described above and no refund will be made. _____ x
4. The Assure for life Membership Plan offers services related to accidental or violent death three (3) business days after enrollment (once the first payment has been made), and for natural death one hundred eighty days (180) after enrollment (once the first payment has been made). _____ x
5. Payment for the plan is only accepted in the United States or through agencies authorized by **Assure for Life by Proteccion Plenitud, Inc.** in Latin America.

E. Conditions

1. Number of additional members beneficiaries and relationship: The primary member and additional members must be under age 65 on the date the membership begins. However, the parents and spouse of the primary member must be under age 80 on the date such additional membership begins. (Up two people) _____ x
2. False information: The receipt by **Assure for Life by Proteccion Plenitud, Inc.** of false information regarding name, age, relationship to primary member or health status is a basis upon which the Assure for life Membership Plan will be deemed null and void. If the Assure for life Membership Plan is deemed null and void, Proteccion Plenitud Inc. is not responsible to provide any services described above and no refund will be made. _____ x
3. Multiple enrollment: If the deceased person is enrolled with more than one membership, only one set of services described above will be provided. _____ x
4. Additional services: The primary member is responsible to pay the

funeral provider for any services that are not included in the Assure for life Membership Plan. _____x

5. Unused services: No refund will be made for any services not utilized. _____x

6. Exclusion related to disaster or emergency: Services will not be provided in the event that the deceased died as a result of a major disaster or emergency as defined by the U.S. government, or Latin America, including but not limited to global pandemics, etc. _____x

7. Beneficiaries replacement: Substitutions or changes to the plan can only be made upon the annual renewal of the Assure for life Membership Plan. _____x

8. Payments must be current: Payments for the Assure for life Membership Plan must be current in order for services to be delivered. _____x

9. Past due payments: If a payment is past due by 60 days or more, the Assure for life Membership Plan is suspended (inactive) until 30 days after all payments have been brought current. _____x

10. Termination of plan: If payments for the Assure for life Membership Plan are more than 90 days in arrears, this contract is terminated. No services will be provided and no refund will be made. _____x

11. Timely payments: It is the responsibility of the primary member to timely make all payments for the Assure for life Membership Plan. _____x

12. Terminated employee: If the Assure for life Membership Plan is provided as a benefit of employment, any terminated employee who desires to continue to be covered by the Assure for life Membership Plan must make immediate arrangements for an alternative payment method. _____x

13. Current information: The primary member must notify **Assure for Life by Proteccion Plenitud, Inc.** when changing basic data such as telephone numbers, correspondence address, email and means of payment. _____x

14. Term: The Assure for life Membership Plan is valid for one year from the date of enrollment. _____x

15. Automatic renewal of membership: The Assure for life Membership Plan will automatically renew unless either party gives notice to the other of intent not to renew. Such notice must be given thirty (30) days before the expiration date of the Assure for life Membership Plan. _____x

16. Price increases: The price of the Assure for life Membership Plan may increase upon renewal. _____x

17. Cancellation of plan: The plan can be canceled only by the primary member. A refund will be made only for the months following the month in which the plan was canceled

18. Arbitration: Any controversy or claim arising out of or relating to the Assure for life Membership Plan shall be settled by arbitration administered by the American Arbitration Association. The place of arbitration shall be Miami, Florida. Florida law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. _____x

Assure for Life by Proteccion Plenitud, Inc. arranges, but not directly provide, the described covered services.

Certain restrictions apply to all services, including the availability of services in all locations. Unless as otherwise specified, the terms and conditions apply to each Assure for life Membership Plan.

Delays are sometimes unavoidable due to weather, or unusual service demands.

Additionally, longer-distance transport may be subject to longer delays.

Although **Assure for Life by Proteccion Plenitud, Inc.** holds its service providers to high standards of service, **Assure for Life by Proteccion Plenitud, Inc.** cannot control the manner in which independent service providers render services. **Assure for Life by Proteccion Plenitud, Inc.** will not be liable for their misconduct, negligence or other acts or omissions. **Assure for Life by Proteccion Plenitud, Inc.** will attempt to resolve any members' complaints resulting from the services provided by third parties. Complaints should be reported as soon as possible and before alternative services are arranged for in order to assist the member the best way. Failure to do so may limit our ability to assist.

RVS 10/25/2021

EMERGENCY LINE, 24/7

1 888 815 5817

CUSTOMER SERVICE LINE
MONDAY TO FRIDAY FROM
9:00 a.m. to 5:00 p.m Eastern Time

1-855-275-2577

CONDICIONES GENERALES DEL PLAN DE ASISTENCIA FUNERAL

Plan de membresía **Assure for Life by Protección Plenitud, Inc.**

El Plan de Membresía de Assure for life brinda a cada Miembro acceso a servicios profesionales relacionados con funerales contratados por Protección Plenitud, Inc. a través de establecimientos funerarios y cementerios autorizados en los Estados Unidos y en otros países.

El miembro principal adquiere la membresía y luego designa a los miembros adicionales de acuerdo con la categoría (tipo) de servicio. A cambio de una cuota fija, el miembro principal y los miembros adicionales tienen derecho a determinados servicios de asistencia.

A. Asistencia funeraria internacional

Assure for Life by Protección Plenitud, Inc. tramitará a través de terceros los siguientes servicios:

1. Traslado del fallecido al proveedor funerario local.
2. Preparación del fallecido (embalsamamiento o cremación).
3. Ataúd estándar (según las regulaciones del país) o urna para restos cremados.
4. Asistencia en la preparación de ciertos documentos y trámites legales: (asistencia con el consulado, obtención de licencia de salud pública y certificado de defunción).
5. Envío de restos de residentes de Estados Unidos a Latinoamérica. El plan de membresía de Assure for life no proporciona repatriación de restos a los Estados Unidos de América y no se proporcionan beneficios para los miembros que realicen viajes planificados fuera de los Estados Unidos.
6. Traslado del fallecido al aeropuerto.
7. Proporcionar el pasaje aéreo del fallecido a la ciudad solicitada por el afiliado.
8. Traslado del fallecido desde el aeropuerto al proveedor de servicios funerarios local.
9. Servicios funerarios básicos según usos y costumbres en destino.
10. Inhumación (sólo aplica en América Latina), de acuerdo con las disposiciones legales del país latinoamericano seleccionado, **Assure for Life by Protección Plenitud, Inc.** seleccionará el cementerio para la disposición final; servicios y derechos de adecuación si el lote o bóveda es propio.
11. En el evento que el cliente opte por la cremación, el proveedor de servicios funerarios seleccionará el crematorio para la disposición final del fallecido.
12. Proporcionar boleto de avión para el miembro principal en clase económica, sujeto a la disponibilidad de la aerolínea, desde Estados Unidos (ida y vuelta) con el único propósito de asistir al funeral del beneficiario.

B. Protección familiar para beneficiarios residentes en América Latina

Assure for Life by Protección Plenitud, Inc. Tramitará a través de terceros los siguientes servicios:

1. Servicio funerario básico o cremación.
2. Traslado del fallecido al proveedor de servicios funerarios local.
3. Preparación del fallecido.
4. Proveer el ataúd estándar (de acuerdo con las regulaciones del país) o urna para restos cremados.
5. Velación en el proveedor de servicios funerarios o equipo de velación en el hogar de acuerdo con los usos y las costumbres locales.
6. Destino final de acuerdo con las disposiciones legales, usos y costumbres del país seleccionado; servicios y derechos de adecuación si el lote o bóveda es propio.
7. En caso que el cliente elija cremación, el proveedor de servicios funerarios seleccionará el crematorio para la disposición final del fallecido.

8. Proporcionar boleto de avión para el miembro principal en clase económica, sujeto a la disponibilidad de la aerolínea, desde Estados Unidos (ida y vuelta) con el único propósito de asistir al funeral del beneficiario.

C. Protección familiar para beneficiarios que residen en los Estados Unidos

Assure for Life by Protección Plenitud, Inc. se encargará de que los siguientes servicios sean prestados por terceros:

1. Servicio funerario básico o cremación.
2. Traslado del fallecido al proveedor de servicios funerarios local.
3. Preparación del fallecido (embalsamamiento o refrigeración).
4. Velación en las instalaciones del proveedor de servicios funerarios por el tiempo mínimo que ofrece.
5. Proveer el ataúd o urna estándar.
6. Transporte del fallecido al cementerio o crematorio. En el evento que el cliente elija cremación, el proveedor de servicios funerarios seleccionará el crematorio para la disposición final del fallecido.
7. Paquete recordatorio básico.
8. Certificado de defunción (1).
9. Proporcionar boleto de avión en clase económica, sujeto a la disponibilidad de la aerolínea, para el miembro principal dentro de los Estados Unidos (ida y vuelta) con el único propósito de asistir al funeral del beneficiario.

D. Solicitud de servicios

1. Para solicitar servicios, debe comunicarse con **Assure for Life by Protección Plenitud, Inc.** utilizando la línea gratuita de servicio al cliente 1-888-815-5817 desde los EU. Un miembro del personal comenzará el proceso de prestación de los servicios. Tenga a mano este contrato de membresía en el momento de la llamada. _____X

2. No se aceptará una solicitud de servicios por otra vía que no sea la antes mencionada. **Assure for Life by Protección Plenitud, Inc.** no es responsable de proporcionar ningún servicio descrito anteriormente a menos que se solicite según lo establecido anteriormente. No se realizará ninguna devolución de dinero, concesión, indemnización o reembolso relacionado con los servicios no solicitados según lo establecido por las vías antes mencionadas
_____X

3. Tenga en cuenta que los miembros no deben haber sido diagnosticados con una condición terminal en el momento del registro. Si se verifica lo contrario, **Assure for Life by Protección Plenitud, Inc.** no es responsable de brindar ninguno de los servicios descritos anteriormente y no se realizará ningún reembolso. _____X

4. El Plan de Membresía Assure for life ofrece servicios relacionados con muerte accidental o violenta tres (3) días hábiles después de la inscripción (una vez que se ha realizado el primer pago), y por muerte natural ciento ochenta (180) días después de la inscripción (una vez que se ha realizado el primer pago). _____X

5. El pago del plan solo se acepta en los Estados Unidos o a través de agencias autorizadas por **Assure for Life by Protección Plenitud, Inc.** en América Latina.

E. Condiciones

1. Número de miembros adicionales, beneficiarios y parentesco: El miembro principal y los miembros adicionales deben tener menos de 65 años en la fecha de inicio de la membresía. Sin embargo, los padres y el cónyuge del miembro principal deben tener menos de 80 años en la fecha en que comience dicha membresía adicional (máximo 2 personas). _____X

2. Información falsa: La recepción de información falsa por parte de **Assure for Life by Protección Plenitud, Inc.** referente a nombre, edad, la relación con el miembro principal o el estado de salud, son causales para que el Plan de Afiliación Assure for life se considerará nulo y sin efecto. Si el Plan de Membresía de Assure for life se considera nulo y sin efecto, **Assure for Life by Protección Plenitud, Inc.** no es responsable de proporcionar los

servicios descritos anteriormente y no se realizará ningún reembolso. _____X

3. Inscripción múltiple: Si la persona fallecida se encuentra inscrita con más de una membresía, solo se brindará un servicio descrito anteriormente. _____X

4. Servicios adicionales: el miembro principal es responsable de pagar al proveedor de servicios funerarios, por cualquier servicio que no esté incluido en el plan de membresía de Assure for life. _____X

5. Servicios no utilizados: No se realizará ningún reembolso por ningún servicio no utilizado. _____X

6. Exclusión relacionada con desastres o emergencias: No se brindarán servicios en el evento del fallecimiento como resultado de un desastre o emergencia mayor según lo define el gobierno de los EE. UU o América Latina, Incluidas, entre otras, pandemias globales, etc. _____x

7. Reemplazo de beneficiarios: Las sustituciones o cambios en el plan, solo se pueden realizar tras la renovación anual del Plan de membresía de Assure for life. _____X

8. Los pagos del plan de membresía de Assure for life deben estar al día para la prestación de los servicios. _____X

9. Pagos vencidos: si un pago está vencido por 60 días o más, el plan de membresía Assure for life es suspendido (inactivo) hasta 30 días posteriormente haberse puesto al día. _____X

10. Terminación del plan: Si los pagos del Plan de Membresía Assure for life tienen más de 90 días de atraso, este contrato es terminado. No se proporcionarán servicios y no se realizará ningún reembolso. _____X

11. Pagos puntuales: Es responsabilidad del miembro principal realizar puntualmente todos los pagos del Plan de membresía Assure for life. _____X

12. Empleado despedido: Si el Plan de Membresía Assure for life es un beneficio de empleo, cualquier empleado despedido que desee seguir estando cubierto por el Plan de Membresía Assure for life, debe hacer los cambios de manera inmediata para un método de pago alternativo. _____X

13. Información actual: El miembro principal debe notificar a **Assure for Life by Protección Plenitud, Inc.** cuando cambie datos básicos como teléfonos, dirección de correspondencia, correo electrónico y medio de pago. _____X

14. Vigencia: El plan de membresía Assure for life es válido por un año a partir de la fecha de inscripción. _____X

15. Renovación automática de la membresía: El plan de membresía de Assure for life, se renovará automáticamente a menos que una de las partes notifique a la otra su intención de no renovar. Dicho aviso debe entregarse treinta (30) días antes de la fecha de vencimiento del Plan de membresía de Assure for life. _____X

16. Aumentos de precio: el precio del plan de membresía Assure for life está sujeto a incrementarse en la renovación. _____X

17. Cancelación del plan: El plan solo puede ser cancelado por el miembro principal. El reembolso se realizará solo por los meses siguientes al mes en el que se canceló el plan.

18. Arbitraje: Cualquier controversia o reclamo que surja o se relacione con el Plan de Membresía de Assure for life, se resolverá mediante arbitraje administrado por la Asociación Americana de Arbitraje. El lugar del arbitraje será Miami, Florida. Se aplicará la ley de Florida. El fallo sobre la sentencia dictada por el árbitro (s) puede ingresarse en cualquier tribunal que tenga jurisdicción sobre el mismo. _____X

Assure for Life by Protección Plenitud, Inc. organiza, pero no proporciona directamente, los servicios cubiertos descritos.

Algunas restricciones aplican a todos los servicios, incluida la disponibilidad de servicios en todas las ubicaciones. A menos que se especifique lo contrario, los términos y condiciones se aplican a cada Plan de Membresía de Assure for life.

Las demoras en algunos casos son inevitables debido al clima o demandas de servicios inusuales.

Adicional a esto, el transporte de distancias más largas puede estar sujeto a retrasos más prolongados.

No obstante, **Assure for Life by Protección Plenitud, Inc.** mantiene a sus proveedores de servicios con altos estándares de calidad, **Assure for Life by Protección Plenitud, Inc.** no puede controlar la manera directa la forma como los proveedores de servicios independientes prestan sus servicios. **Assure for Life by Protección Plenitud, Inc.** no será responsable de su mala conducta, negligencia, otros actos u omisiones. **Assure for Life by Protección Plenitud, Inc.** intentará resolver las quejas de los miembros que resulten de los servicios prestados por terceros. Las quejas deben informarse lo antes posible para dar solución en el momento los arreglos del servicio, así brindar alternativas para ayudar al miembro de la mejor manera. El no hacerlo puede limitar nuestra capacidad de asistirlo.

RVS 10/25/2021

LINEA DE EMERGENCIA, 24/7

1 888 815 5817

LÍNEA DE ATENCION AL CLIENTE
LUNES A VIERNES

9:00 a.m. a 5:00 p.m. Hora Este

1-855-275-2577