

ROADSIDE PROTECT, INC.
EVERYTHING BREAKS CRITICAL COVERAGE
MEMBERSHIP TERMS & CONDITIONS



Please note: This motor club membership does not replace Your vehicle insurance coverage nor is it intended to comply with any financial responsibility law(s). This is not an Automobile Liability or Automobile Physical Damage insurance contract.

These Membership Terms & Conditions describe the Membership benefits and services You will have under Your Roadside Protect, Inc. DBA Roadside Protect Motor Club in California *The Critical Coverage* Membership (“**Membership**”). In return for payment by You of the Membership dues, and subject to all the terms of these Terms & Conditions, We agree with You as follows:

1. As a member (“**Member**,” “**You**” or “**Your**”) of Roadside Protect, Inc.’s *The Critical Coverage* program (“**The Critical Coverage**” or “**Program**”), You will not be required to pay any sum, in addition to the Membership dues specified on Your Membership application, for all services and benefits available to You up to the per-occurrence limits indicated below. You are responsible for any non-covered expenses or any expenses over Your service or benefit limit.
2. All 24-Hour Emergency Roadside Assistance services and other motor club benefits for this Program are provided by Roadside Protect, Inc., DBA Roadside Protect Motor Club in California, administrative offices at 1000 W. Irving Park Rd. Itasca, IL 60143. All entities are individually and collectively referred to as “**Roadside Protect, Inc.**,” “**We**,” “**Us**” or “**Our**” throughout these Terms & Conditions. Services and benefits may vary to conform with the laws of Your state and restrictions may apply.
3. Your Roadside and Repair Assist coverage begins 30 days after the Date of Sale and 1,000 miles after the Sale Mileage shown on Your Membership application and will continue, subject to Your payment of the Membership dues, unless cancelled (“**Membership Term**”). For Your convenience, Membership dues will be billed automatically to Your credit or debit card account, designated at the time of Your enrollment, unless cancelled by either You or Roadside Protect, Inc. in accordance with these Terms & Conditions (e.g., You may cancel this Membership at any time by writing Us, and We reserve the right to terminate or suspend Your access to any Program benefits or services by written notice for nonpayment of Membership dues - see General Provisions, Section D(Cancellation) for more information). **Please note: This Membership is not transferrable.**
4. Coverage is extended to the Covered Vehicle(s) only. “**Covered Vehicle(s)**” is defined as the vehicle(s) shown on Your Membership application and recorded with Roadside Protect, Inc. [Year, Make, Model, Vehicle Identification Number (“**VIN**”) and Current Odometer Reading] for this Membership. Covered Vehicle(s) must be legally registered to the Member and operated for personal, not commercial, use. Specific vehicles covered, subject to the exclusions and limitations listed in Section A(3) below, are light passenger vehicles [e.g., automobiles, light-duty pick-up trucks (with a carrying capacity of up to 1.5 ton), mini-vans, and SUVs] that are less than twenty (20) years old and are not designed or modified for commercial or heavy-duty use.
5. All of the benefits and services provided are described herein and, unless otherwise noted, are applicable throughout the United States and Canada. **Note: There is a 30 day and 1,000 mile waiting period after You enroll in the Program before the maximum one-hundred dollar (\$100) per-occurrence for emergency roadside assistance service can be used.** During this waiting period, We can provide roadside assistance service to Your Covered Vehicle(s) using Our pre-negotiated commercial rates with Roadside Protect, Inc. contracted service provider(s); however, You will be responsible for paying the service provider(s) directly in full for the service(s) received.
6. After the waiting period, in the event that emergency roadside assistance service is not obtainable through ROADSIDE PROTECT, INC. at the time of a Covered Vehicle’s disablement, upon Your written request You will receive a refund of payments made for services received independently according to the coverage limits outlined herein. You must first contact Us for authorization to obtain independent services as more fully set forth below in Section A/(24-Hour Emergency Roadside Assistance).
7. You have the right to submit a compliment or complaint on the Program by submitting a written letter to Our Customer Care Department at 1000 W. Irving Park Rd. Itasca, IL 60143; contacting an ROADSIDE PROTECT, INC. representative by calling 1-888-407-0095; or emailing Us at RPCustomerCare@roadsideprotect.com.

MEMBERSHIP BENEFITS AND SERVICES

A. 24-HOUR EMERGENCY ROADSIDE ASSISTANCE (1-855-967-1528) – Emergency Roadside Assistance is available for the Covered Vehicle(s) for Covered Emergencies as defined below, 24 hours a day, 365 days a year, throughout the United States, Puerto Rico, the U.S. Virgin Islands, Canada and Mexico. You will only have to pay for any costs in excess of the one-hundred dollar (**\$100.00**) per occurrence limit plus any non-covered costs. Just call **TOLL-FREE 1-855-967-1528**, and a service vehicle will be dispatched to Your location. Service provided must be a Covered Service under these Terms & Conditions as described below and will be provided to any driver of the Covered Vehicle. **Note:** The Covered Vehicle’s driver must be with the vehicle when the service provider arrives, unless it is unsafe to remain with the vehicle, *as the provider cannot service an unattended vehicle*. **IMPORTANT:** Covered Services are rendered as “emergency services” available only to a Covered Vehicle that is unable to proceed safely under its own power due to disablement as a result of unavoidable circumstances. Covered Services are not intended to be a substitute for regular vehicle maintenance or repair. **Note: Assistance obtained through any source other than Roadside Protect, Inc. DBA Roadside Protect Motor Club in California is not covered and is not reimbursable.** Your Membership must be active, and You must contact Roadside Protect, Inc. 24-hour, toll-free number to have an authorized network service provider dispatched to assist You. In the event that We are unable to provide service, You will receive an authorization number from Us to obtain service from another service provider. Upon Your written request, including the authorization number and original receipt(s), You will receive a refund of payments made according to Your Program benefit and coverage limits for services secured independently. Otherwise, services secured independently by You will not be reimbursable to You. **THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.**

1. The following are **Covered Emergencies/Covered Services**, subject to the one-hundred dollar (**\$100.00**) per occurrence limitation. You will only have to pay for any costs in excess of the per occurrence limit plus any non-covered costs. (**Note: There will be a limit of one (1) disablement for the same type of Covered Service during any continuous seven (7) day period.**)

(a.) **Towing Assistance** - When towing is necessary, the Covered Vehicle will be towed to the nearest service facility.

(b.) **Battery Service** - If a battery failure occurs, a jump-start will be applied to start the Covered Vehicle.

(Continued)

(c.) **Flat Tire Assistance** - Service consists of the removal of the Covered Vehicle's flat tire and its replacement with the usable spare tire located with the vehicle.

(d.) **Fuel, Oil, Fluid and Water Delivery Service** - An emergency supply of fuel, oil, fluid and water will be delivered if the Covered Vehicle is in immediate need. You must pay for the fuel or other fluid when it is delivered.

(e.) **Lock-out Assistance** - If the Covered Vehicle's keys are lost or locked inside of the vehicle, We will provide assistance to the Covered Vehicle's driver in gaining entry to the vehicle.

(f.) **Extrication Assistance** - Provides assistance with extricating the Covered Vehicle when it is stuck in a ditch or other inaccessible area, when such location is within fifty (50) feet of a paved road or highway. This service does not cover for extrication when driving the Covered Vehicle off-road or on unpaved surfaces.

(g.) **Driver's Valet** - If Your Covered Vehicle is disabled due to a Covered Emergency and alternate transportation is needed, We will assist You in obtaining a rental vehicle from a premier national rental car company. You will also take advantage of Our preferred partner customer service and rental rate schedule from the rental company.

2. **IMPORTANT: Before beginning any repair work on the Covered Vehicle**, be sure to show Your Membership card to the service advisor at the repair facility and ask them to speak with an **ROADSIDE PROTECT, INC. Repair Assist** specialist at **1-888-407-0095** in order for You to receive a repair audit and be eligible for Your Membership's Auto Repair Discount benefit (see **Section D**/(Vehicle Maintenance) below for more information.)

3. **The following items are not included as part of the 24-Hour Emergency Roadside Assistance benefit:** Cost of parts, replacement keys, fluids, fuel, lubricants, cost of installation of products, material, and additional labor relating to towing. Any and all taxes, tolls or fines. Tire Repair. Motorcycles, trucks over one-and-one half (1.5) ton capacity, vehicles over 20 years old or more, taxicabs, limousines, or other commercial or delivery vehicles. Recreational vehicles (including self-motorized RVs), camping trailers, travel trailers, or any vehicles in tow. Damage or disablement due to flood, fire, or vandalism. Towing from or repair work performed at a service station, garage or repair shop. Towing or service on a Covered Vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced. Non-emergency towing or other non-emergency service(s) as "emergency services" are defined in **Section A** above (e.g., non-emergency mounting or removing of any tires, snow tires, or chains). Shoveling snow from around the Covered Vehicle. Towing by other than a towing company, service station or garage duly licensed according to the applicable laws of Your state; Covered Vehicle storage charges; a second tow for the same disablement. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of Your Covered Vehicle(s) in the commission of a felony. Repeated service calls for a Covered Vehicle in need of routine maintenance or repair. Services received independently from **ROADSIDE PROTECT, INC.** without prior authorization from **ROADSIDE PROTECT, INC.**. Only one (1) disablement for the same type of Covered Service during any continuous seven (7) day period will be accepted. **THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT PROGRAM.**

B. \$1,000 VEHICLE THEFT REWARD – A \$1,000 reward will be paid for information leading to the arrest and conviction of anyone who steals Your Covered Vehicle. A significant number of stolen autos are reclaimed through the help of an eyewitness to the crime. You, Your relatives and law enforcement officials are not eligible to receive the reward for Your Covered Vehicle. The person or persons entitled to receive the \$1,000 reward shall be determined solely by Us. This reward does not cover any loss due to vandalism or stolen contents. **Please contact Our Customer Care Team at 1-855-967-1528 or RPCustomerCare@roadsideprotect.com for assistance with this benefit.**

C. EMERGENCY TRAVEL EXPENSE REIMBURSEMENT – If Your Covered Vehicle* is disabled due to a collision 100 miles or more from Your residence, You may qualify for reimbursement of up to five-hundred dollars (**\$500.00**) [a maximum of \$167.00 per day for up to three (3) days] for emergency travel expenses. If an accident resulting from collision with another vehicle or object (reported in writing to state or local police), while Your Covered Vehicle* is being operated by You or Your spouse, and which occurs at least 100 miles from Your residence and results in an accidental disablement of Your Covered Vehicle, You may be reimbursed for one or more of the expenses below if occurred within 3 days (72 hours) following the accident. (NOTE: MECHANICAL FAILURE OF YOUR COVERED VEHICLE IS NOT COVERED BY THIS BENEFIT.)

1. Commercial transportation (by common carrier licensed to carry passengers for hire) to Your residence or destination and return to pick up Your disabled Covered Vehicle* after repair.
2. Local commercial lodging and meals, incurred in the vicinity where the collision occurred, when the Covered Vehicle's disablement causes a delay in Your trip.
3. Rental of a replacement automobile obtained from any bona-fide car rental agency of the repairing facility.

For reimbursement consideration of expenses listed in this section, You must submit a claim to Roadside Protect, Inc. at PO BOX 681459, Schaumburg IL 60168, within sixty (60) days** of the accidental disablement, which includes Your name, Membership number, complete mailing address, daytime telephone number, legible and original (not a photocopy) receipt(s) for services received and a bona-fide copy of the filed accident report. Your Membership must be active at the time of the accidental disablement in order for Your claim to be considered. Remember to keep copies of all documents for Your records. **For assistance with this benefit, please contact Our Customer Care Team at 1-855- 967-1528 or RPCustomerCare@roadsideprotect.com.**

D. VEHICLE MAINTENANCE (1-888-407-0095)

1. **Repair Tech Assistance** – Call Our *Repair Assist* ASE-Certified Automotive Technician Team for their unbiased advice on your Covered Vehicle as often as You need (**1-888-407-0095**). Your *Repair Assist* specialist will assist You with all Your basic auto repair questions...whether relating to vehicle servicing and maintenance schedules, manufacturers' recall notices and technical service bulletins or just inquiries concerning what could be wrong with Your Covered Vehicle. Many members also call to discuss replacement or new parts pricing for items as varied as tires, GPS systems, C/D players, etc. We'll try to let Our knowledge and experience serve You whenever and wherever You need it.

2. **Repair Advocate Assistance** – Should Your Covered Vehicle experience a mechanical failure, call Us for technical assistance and a diagnosis of what issues may be afflicting Your vehicle. If repairs are necessary, Your *Repair Assist* specialist can still help by suggesting a qualified repair facility to assist You and, regardless of which facility You choose, advocate on Your behalf. When a ROADSIDE PROTECT, INC. *Repair Assist* specialist performs a mechanical failure audit of Your Covered Vehicle and speaks with a service repair industry representative on Your behalf, three questions are of utmost importance: (a) Is Your Covered Vehicle being properly diagnosed? (b) Does the repair facility's estimated cost to repair Your Covered Vehicle represent a fair price? and, (c) Is Your Covered Vehicle at the right type of facility given the nature of the repair? In order to take advantage of this valuable service, just give Your Membership card to the service advisor at the repair facility and ask them to call Us at **1-888-407-0095** before beginning any repair work. Roadside Protect, Inc. *Repair Assist* specialist always approaches the repair facility representative in a positive and professional manner and, more importantly, as a colleague who knows the business as well as they do.

3. **Auto Repair Discount** – As a representative of Roadside Protect, Inc., a leader in the motor club industry for over 20 years servicing millions of members nationwide, Your *Repair Assist* advocate may also help You save on the cost of necessary repairs to Your Covered Vehicle. You can save fifty percent (**50%**) [up to \$500 per occurrence, up to a total of two-thousand dollars (**\$2,000.00**) during any continuous twelve (12) month period while Your Membership is active] should Your Covered Vehicle become **inoperable** and require repairs: (a) at least thirty (30) days after Your Membership's Date of sale, and (b) after one-thousand (1,000) miles have been added to Your Covered Vehicle's Current Odometer Reading as recorded on Your Membership application, subject to the following exclusions: Repairs because of loss or damage resulting from any cause other than normal use and operation of the eligible Covered Vehicle for which the Covered Vehicle was designed per the manufacturer's guidelines; damage to or failure of a product used for commercial purposes; acts of God; fire, lightning, hail and wind; theft, collision, misuse, or abuse; repairs to upgrade or improve the Covered Vehicle; cleaning or preventative maintenance required to maintain normal operation of the Covered Vehicle; any charges other than parts and labor; repairs for routine maintenance such as oil changes, fluid changes, tires, tire rotation, tire balancing or alignment; repairs made outside the United States, U.S. territories or possessions, or Canada; and repairs without prior authorization from Roadside Protect, Inc.. Any ROADSIDE PROTECT, INC. discount must be applied to amounts due the repair facility in excess of any other coverage available to You for the Covered Vehicle, which would include, but not be limited to: a manufacturer's warranty, extended warranty, automobile insurance, credit card benefit, etc. **For assistance, please call Our *Repair Assist* Team toll-free at 1-888-407-0095.**

E. TRAVEL BENEFITS AND OTHER DISCOUNTS

1. **Roadside Protect, Inc.'s *Savings Connection*** – Your access to Roadside Protect, Inc. *Savings Connection* can also help You save up to 50% on hotel stays and receive discounts on car rentals, theme parks, cruises, dining, leading retailers, and much more using the Roadside Protect, Inc. *Savings Connection* website: www.roadsideprotect.com/home/partner. Just log on at Your convenience to familiarize Yourself with all of the savings regularly updated and available to You.

GENERAL PROVISIONS

A. CANCELLATION

1. **Cancellation by You:** As a Member of the Program, You may cancel Your Membership at any time by notifying Us of such cancellation in writing. All cancellation requests must be addressed to Roadside Protect, Inc. and signed by the Member. If You cancel Your Membership within the first thirty (30) days of its Date of sale, You will receive a full refund of the Membership dues You paid. If Your Membership is cancelled after the first thirty (30) days, You will be entitled to the unused portion of the dues You pre-paid for this Membership, if any, calculated on a pro-rata basis over the Membership Term, without any deductions. In either case, We will no longer bill Your credit/debit account for Membership dues.

2. **Suspension or Cancellation by Us for Non-Payment:** In the event ROADSIDE PROTECT, INC. or Our authorized agent are unable to bill the Membership dues to Your designated credit/debit account as scheduled, We may: (a) elect in Our sole discretion to keep Your Membership in effect, but suspend Your access to all of the Program's benefits and services until such time (if any) as ROADSIDE PROTECT, INC. or Our authorized agent are able to bill the Membership dues to Your designated account, or (b) terminate Your Membership by providing You with ten (10) days' written notice.

3. **Cancellation by Us for other than Non-Payment:** We may also cancel this Membership at any time for any of the following reasons: (a) when required by law; or (b) upon thirty (30) days' written notice in the event of any of the following: (i) a material misrepresentation or fraud by You, (ii) a substantial change in the risk assumed reasonably unforeseen by Us, or (iii) a substantial breach of Your contractual duties, conditions or warranties. However, the foregoing notification period in (b) does not apply if Your Membership has been in effect for less than sixty (60) days when the written notice of cancellation is mailed or delivered to You. In this case, the effective date of cancellation will be at least ten (10) days after the written notice is mailed via first-class mailing or delivered to You.

4. **Our Written Notice and Effects of Termination:** Any written notice sent by Us to You will be sent to Your address in Our membership records and will indicate the reason for such action. Your Membership benefits will end on the date You are no longer a member of ROADSIDE PROTECT, INC. in accordance with the time frames above. Such termination will not affect Your right to payment for a claim arising before the date of termination. Refund of Membership dues, if any, will be subject to the provisions of Paragraph A(1) above.

Thank You for joining Our club! We look forward to serving You. Please feel free to send me Your comments at any time.

HOME OFFICE: Roadside Protect, Inc., 1000 W. Irving Park Rd. Itasca, IL 60143 (888) 929-2918

(PLEASE DIRECT ALL INQUIRIES, COMMUNICATIONS AND CLAIMS TO THE HOME OFFICE.)

For 24-Hour Toll-Free Emergency Roadside Assistance: Call 1-855-967-1528

Customer Care Department: Call 1-855-967-1528 /Monday – Friday, 8:30 a.m. to 5:00 p.m. Eastern Standard Time Email: customercare@roadsideprotect.com

(EST)

Repair Tech and Repair Advocate Assistance: Call 1-888-407-0095 /Monday-Friday, 9:00 a.m. to 8:00 p.m./Saturday, 11:00 a.m. to 3:00 p.m. EST

Membership ID Cards. Below are Your two (2) *The Critical Coverage* Membership cards (front and reverse sides for each). Please complete the front of each card with the information found on your Membership application, cut the cards out, fold each card in half, and be sure to carry one with You at all times. To receive the fastest service possible when contacting Us, please have this information ready for the ROADSIDE PROTECT, INC. Assistance Coordinator or Repair Assist Advocate.

Roadside Protect, Inc.

The Critical Coverage

1-888-407-0095

Please give this information when you call:

Member Name: _____

Member Number: _____

Covered Vehicle Year/

Make/Model: _____

VIN: _____

Sale Date: _____

Sale Mileage: _____

Membership valid until cancelled

Roadside Protect, Inc.

The Critical Coverage

1-888-407-0095

Please give this information when you call:

Member Name: _____

Member Number: _____

Covered Vehicle Year/

Make/Model: _____

VIN: _____

Sale Date: _____

Sale Mileage: _____

Membership valid until cancelled

To obtain 24-Hour Emergency Roadside Assistance, or to speak with a Repair Assist Advocate, please call

1-855-967-1528

IMPORTANT: Please stay with Your Covered Vehicle until the service provider arrives, unless it is unsafe for You to stay, as they cannot service an unattended vehicle.

Your Membership provides delivery in the event You are in need of emergency roadside assistance (up to \$100 per occurrence) or any other listed Program service. You are responsible for any non-covered expenses and any expenses over the service limits shown in Your Terms & Conditions. There is no coverage for non-covered services.

Services are provided by Roadside Protect, Inc. located at 1000 W. Irving Park Rd. Itasca, IL 60143. (800) 262-7262

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