

MEMBERSHIP TERMS & CONDITIONS

Welcome! Drive America Select Auto Club Program has arranged for CT Auto Club, Inc., to bring you the best in roadside assistance services. We are dedicated to keeping you, our valued member, on the road – safe, secure and smiling. This document outlines the benefits of your program.

MEMBER SERVICES & INFORMATION

For all questions on Member Benefits and Services call us toll-free, 24 hours a day at

800-289-0767.

HOW TO OBTAIN ROADSIDE SERVICE

- 1. Call toll-free, 24 hours a day for Emergency Service Dispatch
- 2. Give the Roadside Service Dispatcher the following information:
 - Your membership number and name
 - The phone number from where you are calling
 - · A description of your disabled vehicle (color, make, model, year, license plate number and issuing state)
 - The location of your disabled vehicle (city, state, street address or nearest intersection)
 - Description of problem
- 3. The Roadside Service Dispatcher will give you an estimate of when help will arrive.
- 4. You are not responsible for payment for any cost of service except for parts or services not covered by this program.

BENEFITS SUMMARY

Emergency Dispatch of Roadside Service:

You're covered up to \$125!

- Emergency Towing to any destination you select. As a Drive America Select member you have no restrictions on where you can be towed to your home, a dealership, your favorite mechanic the choice is yours! You are covered up to your benefit allowance of \$125 per incident.
- Battery Jump-Start Send help to jump-start your battery if it is dead or weak.
- Flat Tire Change Change your flat tire and install your inflated spare for you.
- Lockout Service If you lock your keys inside your vehicle, we will dispatch qualified assistance to get you back in.
- Fuel Delivery Out of gas? We'll deliver an emergency supply up to 2 gallons.
- 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 an unpaved surface.

Any time you have a question regarding emergency road service reimbursement procedures, or any other benefit or service, our friendly Member Services Representatives will be happy to assist you. Call us 24 hours a day at the toll-free number found on your membership card or inside the front cover of this Membership Document. Or write us at:

Member Services, P.O. Box 830008, Miami, FL 33283-0008.

MEMBERSHIP AGREEMENT

- 1. You will not be required to pay any sum in addition to your membership fee for any service unless specified.
- 2. Your Club membership begins on the date you are enrolled, and services will continue for the term selected at time of enrollment, unless either you or the Club indicates, in writing, that membership is cancelled.
- 3. This Membership Document and your Membership Card constitute your Member Contract. Full details of the nature and scope of your membership are described in the Membership Document.
- 4. Services provided must be a Covered service under these Terms & Conditions as described below and will be provided to the Covered Vehicle on file.

Note: As part of our continuing effort to maintain high-quality service to our members, telephone calls between our employees and our members are periodically monitored or recorded on a random basis by our supervisory personnel. We also collect information through GPS from your cell phone to find the approximate location of your vehicle for our service providers when you use your cell phone to call for roadside assistance. By accepting our services, you have indicated that you understand this and give your consent to any such monitoring or recording regarding any telephone calls you may have with us, and for our use of GPS from your cell phone to help identify your vehicle's location.

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OUR SERVICE PLEDGE

We pledge to provide courteous, friendly service to you 24 hours a day, seven days a week, every day of the year. We are here to provide a friendly helping hand when you experience a roadside incident anywhere in the USA. We are here to provide prompt dispatch of professional roadside service — to back you up in an emergency and to do our best to make your next roadside emergency as stress-free as possible. We are also at your service to answer your questions about the many money-saving discounts that come with your Membership in Drive America Select.

IMPORTANTNOTICE!

This member document represents your agreement with CT Auto Club, Inc. for benefits and services. All of these benefits are available in the United States. The following disclaimers apply to this agreement:

- A. This is not an insurance contract.
- B. This is not an automobile liability contract.
- C. This is not an automobile liability or physical damage insurance contract and does not comply with any financial responsibility laws.

COVERAGE DETAILS

- 1. Coverage is for your covered vehicle on file and driven by an eligible Member at the time of disablement, with the following exceptions: Trucks over one-ton capacity, taxis, vehicles used for commercial purposes, camping trailers, travel trailers, mobile or motor homes, motorcycles, RVs or any unit in tow. Parts, key replacement, fuel (over 2 gallons), tire repair, rental of towing equipment, storage fees, labor costs for repairs performed at disablement site, garage or service facility, any form of impound towing or a private citizen's assistance. Towing results from an accident, vandalism, or fire as well as towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Any damage related to acts of God or acts of war or terrorism or any type or recovery.
- 2. Coverage for the services outlined on page 1 includes expenses up to the Member Benefit Allowance of a total of \$150 per incident, including any sales tax. Costs in excess of \$150 for covered services is at the driver/Member's expense.
- 3. Emergency road service providers and locksmiths are independent contractors and are not employees, agents, or representatives of CT Auto Club, Inc. and damage claims related to the service provider or locksmith will not be the responsibility of CT Auto Club, Inc.
- 4. In this Membership Document, "Home" is the residence address shown on your membership record (or such other residence address provided to us by you prior to the date services or benefits are requested.)
- 5. Membership is intended to cover emergencies and is not intended to be a substitute for proper vehicle maintenance or repair. More than three claims in a 12-month period may, at our discretion, result in the cancellation of your membership.

EMERGENCY "JUST-IN-CASE" BENEFITS PROVIDE EXTRA SECURITY

Ambulance Service – If you or a covered family member is injured following an accident and needs an ambulance, your Club benefits will reimburse you up to \$100. (Not available to residents of FL, MA, TX, UT or VA.)

Emergency Destination Assistance – In the event your automobile is disabled (not due to an accident) and you need alternate transportation to your destination or back home, this benefit entitles you to a reimbursement of up to \$75 for emergency transportation (taxicab, rental car, shuttle, etc.) to an immediate destination.

Emergency Travel Expense – If you are in an accident more than 100 miles from home that disables your vehicle, you can get reimbursed up to \$1,000 for hotel, meals, car rental and transportation costs incurred by you within three days of the accident. Coverage includes commercial transportation to your destination and return after repair. Expenses for entertainment, recreation, and nonessential goods and services are not covered.

Theft Reward – A \$5,000 reward is offered for information leading to the arrest and conviction of anyone who steals your vehicle. You, your family members, and law enforcement personnel are ineligible for this reward. The reward does not cover loss from vandalism or stolen contents.

BenefitHub – National Values and Discounts - As a member, you receive at no extra cost a BenefitHub membership which entitles you to have access to great savings and Cash Back offers on a wide variety of products and services members use every day. From discounts on **hotel and car rentals** to health & wellness, sports & fitness, travel, food and even apparel & accessories. BenefitHub makes it easy for you to save on the things you want and need the most.

To start saving and enhancing your daily life, simply visit https://driveamerica.benefithub.com

For first-time users, create an account by entering your email address. You will then be prompted to create a password and enter your name and ZIP code for local deals. If you have already created an account, please enter your email address and password. *Discounts subject to change.

Identity Theft Assistance: Provides access to monitor Your Social Security Number, up to ten credit and debit cards, and up to ten bank accounts in underground chat rooms, websites and blogs where identity thieves trade and sell stolen data*. You also have access to a resolution service that provides personalized assistance in the event You become a victim of identity fraud. Also includes access to a Lost / Stolen Wallet service which will provide support in canceling and replacing Your lost or stolen credit cards**.

Registering Your information is simple:

•Log on to <u>www.cardpatrol.net</u> •Enter Access Code: **78690**

Detection Category

- DARK WEB SOCIAL SECURITY MONITORING*: Real-time, web-crawling technology monitors illicit web portals where
 compromised Social Security numbers are bought and sold. If suspicious activity is detected, the member is alerted, enabling
 them to act quickly and re-secure their compromised data.
- DARK WEB BANK ACCOUNT MONITORING*: Monitoring of your bank account numbers on certain web portals where your
 personal information can be sold and traded. If a bank account is discovered on any web portal, the member is alerted, allowing
 them to act quickly and secure their bank accounts.
- DARK WEB CREDIT CARD MONITORING*: Searching of various online databases, chat rooms, and blog sites for your credit and debit cards on the internet. An early warning email alert will be sent if any of the member's monitored information is found.

Resolution Category

- LOST/STOLEN WALLET ASSISTANCE**: Support in canceling and replacing lost or stolen credit cards. Unlimited number of cards (credit, store, etc.) can be pre-registered and stored in a secure location.
- UNLIMITED ACCESS TO IDENTITY FRAUD RESOLUTION SPECIALIST: A resolution service that provides personalized assistance in resolving a case of identity fraud. Member is assigned a dedicated FCRA-trained caseworker who will work with them in restoring their identity with complete guidance along the way.

For questions regarding your Identity Theft Assistance Benefit, please call 844-570-2241 for support.

*Card Patrol monitors your personal information up to ten registered credit/debit cards, up to ten bank accounts and on Social Security number on the internet, based on extensive research of Internet chat rooms; however, it is impossible to ensure that all internet chat rooms have been searched for your personal information. Accordingly, your monitoring alert reports may not contain or apprise you of all your person information that is publicly available for that may have been compromised.

**Some financial institutions may require you to call them directly and will not accept notification from third parties in which case we will contact you so that you can call your financial institution directly.

Expert Opinion: Provides you with a second opinion on automotive service or repair estimates. Call 833-251-5689 to utilize this benefit.

Repair Referral – As an auto club member, you can call the toll-free hotline and receive referrals to the nearest qualified recommended repair facilities.

Repair Confirmation – You can also call the toll-free hotline to talk with an ASE Certified Master Technician to obtain a second opinion regarding the appropriateness of proposed repairs for automobiles or light trucks. The second opinion is based on the information provided by the member and the initial repair facility. No guarantee is offered or implied on the technician's second opinion.

Cost Confirmation – You can discuss the estimates of costs for proposed repairs on automobiles or light trucks with an ASE Certified Master Technician. The technicians will give their opinion on the appropriateness of the repair costs based on referenced published, universally accepted, repair manuals (Mitchell's ALLDATA) and information provided by the member.

Terms and Conditions:

- A consumer must be a current member of the auto club to be eligible for this benefit. The benefit is applicable for automobiles and light trucks only.
- No guarantee is provided, offered, or implied in any way with the Expert Opinion benefit.
- Opinions suggested by the ASE Certified Technicians are based on information received from the calling member and/or repair facility, and thus may be subject to error. No guarantee, of any kind, is provided by the opinion of the technician it is simply an opinion.
- The auto club and the ASE Certified Technicians do not guarantee the quality of work performed by the repair facilities in the referral network.
- Commercial vehicles are not eligible for this benefit.

REIMBURSEMENT PROCEDURES

To submit a reimbursement claim, please follow instructions carefully.

Emergency Road Service, Towing and Lockout Service Reimbursement – You are entitled to reimbursement for towing and/or service call charges for jump-starts, lockouts, tire changes and fuel delivery. Labor at the scene for repairs, parts, including keys made, are not covered. Parts, gas, storage fees, tire repair, and labor performed in a garage, service station, or other service facility, are not covered. Private citizen assistance is not covered for reimbursement. Service for taxicabs, motorcycles and trucks over one-ton, or vehicles used commercially, are not covered. To obtain reimbursement: Please mail original paid receipt within 20 days of disablement to the Roadside Assistance Claims address shown. Include your Membership number, name and full address.

Ambulance Expense Reimbursement – You are eligible for reimbursement for ambulance service if you are involved in a motor vehicle accident. To obtain reimbursement: Please mail original paid receipt within 20 days of disablement to the Roadside Assistance Claims address shown. Include your Membership number, name and full address. (Not available to residents of FL, MA, TX, UT or VA.). Emergency Travel Expense Reimbursement – You may receive reimbursement for emergency expenses if your covered vehicle is disabled due to an accident 100 miles or more from your primary residence listed with us, as a result of a collision with another vehicle or object. Coverage will be for expenses incurred within 72 hours of the disablement only, or up to the member's coverage limit, whichever comes first. Coverage will include lodging, meals, and alternative transportation that are not planned or normal expenses for the member's trip. Tips for up to 18% of service are covered. Alcoholic beverages and entertainment expenses are not covered. Fuel for rental is covered for first and last fills. To obtain reimbursement: Get a copy of the repair order from the facility that repaired the vehicle. You must file an accident report with the state or local police and provide us with a copy of the report. Mail the accident report along with detailed receipts (originals preferred) for the above covered expenses to the Roadside Assistance Claims address shown within 20 days of disablement.

Destination Assistance Reimbursement – If your automobile is disabled and you need emergency transportation (taxicab, rental car, shuttle, or other commercial transportation) to an immediate destination, you will be reimbursed up to \$75. Private citizen assistance is not covered. To obtain reimbursement: Please mail **original** paid receipt within 20 days of disablement to the Roadside Assistance Claims address shown below. Include your Membership number, name and full address.

MAIL ALL REIMBURSEMENT CLAIMS TO: Member Services - Claims, P.O. Box 830008, Miami, FL 33283-0008.

VEHICLE MAINTENANCE BENEFITS (Not available to AR & MA residents.)

- 1. **Oil Changes**: Oil changes up to 5 quarts (maximum of three (3) oil changes during each 12-month membership period) up to \$40.00 for each service; however, if full synthetic oil or synthetic blends are used, or for diesel and V8 vehicles, You will receive up to \$55.00 for each service.
- 2. **Brake Pads/Shoes**: \$100.00 or \$130.00 on select vehicles as follows all trucks, SUV's, AWD's, diesels, and all models of Acura, Audi, BMW, Cadillac, Infiniti, Jaguar, Lexus, Lincoln, Mercedes, Saab, Volkswagen, and Volvo toward the replacement of brake pads/shoes (maximum of one (1) use per 12-month membership period).
- 3. **Battery:** \$100.00 credit towards replacement of a failed battery (maximum one (1) per 12-month membership period). Not valid if replacement of battery is in conjunction with or due to another repair.
- 4. **Cooling System Maintenance & Lube**: \$40.00 credit towards a drain/refill, pressure check, hose inspection, belts, clamps, & lube chassis. (maximum of one (1) use per 12-month membership period).
- 5. **Wiper Blades Replacement:** Up to \$30.00 credit towards the replacement of wiper blades. (maximum of one (1) use per 12-month membership period).
- 6. **Safety Inspection**: One (1) state safety inspection per 12-month membership period.

For Maintenance Claims, Call: 844-740-5145 Mon-Fri: 8am-5pm CST

Maintenance Reimbursement Procedures - To be eligible for reimbursement on the listed items above, it must be within 45 days from the date of service. Please fax or email a copy of the invoice and your paid receipt(s) to Fax #: 636-246-0333, or Email: fax@omegaautocare.com. Please allow 2-3 weeks for refund processing. (Not available to AR & MA residents.)

VEHICLE REPAIR ASSISTANCE

- 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 833-251-5688. 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 CT Auto Club 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 833-251-5688 before beginning any repair work. CT Auto Club's 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 CT Auto Club, a leader in the motor club industry for over 30 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 up to fifty percent (50%) [up to a maximum of five-hundred dollars (\$500.00) per occurrence and 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 Effective Date, 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 CT Auto Club. Any CT Auto Club 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 833-251-5688.

MEMBER IDENTIFICATION CARD

Your Membership Card is your key to obtaining the services and benefits outlined in this Membership Document. The toll-free phone number for benefits is shown on your Card. You'll find a summary of procedures for obtaining service on the back of the card. Please carry this Card with you at all times. In case the Card is lost or stolen, please notify the Club immediately. If your address changes, please notify us of your address change.

GENERAL PROVISIONS

A. <u>BANK FEES</u> – We and/or Our authorized agent(s) are not responsible for any fees or charges imposed by any bank or credit/debit card issuer relating to the use of Your credit/debit card for payment of Your Membership dues including, but not limited to, credit limit fees.

- **B.** <u>CHANGE OF YOUR PERSONAL INFORMATION</u> If there are changes to Your personal information, including name, address, telephone number, e-mail address or Your credit/debit card account for payment of Your Membership dues, please notify Us so that We may keep Your Membership active and send You information that may affect Your Membership.
- C. <u>PROGRAM BENEFITS AND DUES</u> We may decide to offer additional benefits and services for this Program in the future. If so, We will send You, at Your address in Our membership records, at least thirty (30) days' advance written notice of any changes to benefits or dues for this Membership along with new Terms & Conditions. Any such change will take effect the calendar month following expiration of the thirty (30) days' advance notice given You.
- D. <u>CANCELLATION</u> Cancellation by You: As a Member of the Program, You may cancel this membership by contacting your insurance agent at any time during the first thirty (30) days from the agreement date, and You will receive a full refund of the amount paid, less any paid claims. After thirty (30) days this Membership is non-cancelable, and all associated fees from the Membership are deemed earned as received at the point of sale.

Thank You for joining our club!

Patrick J. O'Brien, President CT Auto Club. Inc.

WE ARE HERE WHEN YOU NEED US!

Please call us any time: 800-289-0767. Or write us at: Member Services, P.O. Box 830008, Miami, FL 33283-0008.

NOTICE TO WISCONSIN AND UTAH RESIDENTS: Renewals on Altered Terms or Non-renewal of your auto club membership; Cancellation for non-payment 60 days prior to the renewal of your auto club membership, we will mail or email written notice to you explaining any changes in benefits or increase in membership fees (unless the fee increase is less than 25%). Any changes to your contract will not take effect until 60 days after notice to you is given. If we decide not to renew your membership, your benefits and services will continue until 60 days following your written notification of non-renewal. Should you fail to pay your motor club membership fee, we will notify you in writing that your benefits will be suspended 10 days following such notification.

NOTICE TO WISCONSIN RESIDENTS KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS PROBLEMS WITH YOUR INSURANCE? If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem. You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the OFFICE OF THE COMMISSIONER OF INSURANCE by contacting Office of the Commissioner of Insurance Complaints Department P. O. Box 7873 Madison, WI 53707-7873 1-800-236-8517 or 608-266-0103

Notice for Mississippi Residents: This membership may be canceled at any time by providing written notice thereof by either the club or the member, and that the member will, if the dues or membership fee has been paid thereupon, be entitled to a refund of the unused portion of the consideration paid for such contract, calculated on a pro rata basis over the period of the contract, without any deductions, provided that CT Auto Club, Inc. may make a reasonable minimum charge.

Notice to California, Oklahoma, Montana, Wyoming, Massachusetts, Nevada & Utah Residents: This membership may be canceled at any time by either CT Auto Club, Inc. or by Member. Upon cancellation, Member will be entitled to the unused portion of the membership fee paid, calculated on a pro rata basis without any deductions.