

Motor Club Membership Plan Benefits

THIS IS NOT AN AUTOMOBILE PHYSICAL DAMAGE OR AUTOMOBILE LIABILITY INSURANCE CONTRACT.

Basic Plans – 25 mile towing – Individual and Family Plans

As a Member of Auto Knight Motor Club Roadside Assistance, all emergency roadside assistance benefits are available to **You** up to seventy five dollars (\$75) per occurrence benefit limit without any additional payments. **Covered Members**, “**You**”, “**Your**” are responsible for any non-covered expenses over the per occurrence limit. Each **Covered Member** will be permitted an aggregate (total) of benefit occurrences that are covered by the **Plan** of up to two (2) Roadside Assistance covered occurrences per twelve (12) month membership term. **Your** membership will begin on the date shown on **Your** membership card and continue until either **You** or **We** cancel **Your** membership. This membership is not transferrable.

All Auto Knight Motor Club Roadside Assistance Service(s) are provided by Auto Knight Motor Club Inc., referred to in this document as “**Administrator/Obligor**”, a wholly owned subsidiary of Fortegra™ with administrative offices at 43100 Cook Street, Suite 200, Palm Desert, CA 92211. In the event that service is not obtainable through **Administrator**, upon **Your** written request **You** may receive a refund of payments made for services received independently according to the coverage limits outlined in this Membership. **You** must first contact **Administrator** for authorization to obtain independent services. **You** have the right to file a compliment or complaint by submitting a written letter to our Membership Department at 43100 Cook Street, Palm Desert, CA 92211; or by contacting a representative at toll-free 855-607-2300.

All of the emergency Roadside Assistance benefits of **Your** membership are described herein and are applicable throughout the United States and Canada 24 hours a day, 365 days a year. However, it is important that **You** understand this is a Motor Club Membership.

The following Service(s) are covered emergency roadside assistance benefits, subject to the seventy five dollar (\$75) per occurrence limitation and the aggregate covered occurrences limitation:

- (1) Towing Assistance – When towing is necessary, the **Covered Member’s** Disabled Vehicle will be towed up to twenty-five (25) (unloaded/loaded) miles to the nearest qualified service facility or destination of **Your** choice.
- (2) Battery Service – If a battery failure occurs, a jump start will be applied to start the **Covered Member’s** Vehicle.
- (3) Flat Tire Assistance – Service consists of the removal of the **Covered Member’s** Vehicle’s flat tire and its replacement with the inflated spare tire; if no spare is available, vehicle will be towed to nearest service facility (under the limits of the towing benefit).
- (4) Emergency Fluid Delivery Service – An emergency supply of up to three (3) gallons of gasoline, oil, fluid and water will be delivered to the **Covered Member** if the **Covered Member’s** Vehicle is in an immediate need. Member must pay for the fuel or other fluid when it is delivered.
- (5) Lock-Out Assistance – If the **Covered Member’s** keys are locked inside the vehicle, **Administrator** will provide for assistance gaining entry to the vehicle (**Covered Member** must provide identification and proof of vehicle ownership at the time that the lockout service is provided).

50 mile towing Plans – Individual and Family Plans

As a Member of Auto Knight Motor Club Roadside Assistance, all emergency roadside assistance benefits are available to **You** up to the one hundred dollar (\$100) per occurrence benefit limit without any additional payments. **Covered Members**, “**You**”, “**Your**” are responsible for any non-covered expenses over the per occurrence limit. Each **Covered Member** will be permitted an aggregate (total) of benefit occurrences that are covered by the **Plan** of up to two (2) Roadside Assistance covered occurrences per twelve (12) month membership term. **Your** membership will begin on the date shown on **Your** membership card and continue until either **You** or **We** cancel **Your** membership. This membership is not transferrable.

All Auto Knight Motor Club Roadside Assistance Service(s) are provided by Auto Knight Motor Club Inc., referred to in this document as “**Administrator/Obligor**”, a wholly owned subsidiary of Fortegra™ with administrative offices at 43100 Cook Street, Suite 200, Palm Desert, CA 92211. In the event that service is not obtainable through **Administrator**, upon **Your** written request **You** may receive a refund of payments made for services received independently according to the coverage limits outlined in this Membership. **You** must first contact **Administrator** for authorization to obtain independent services. **You** have the right to file a compliment or complaint by submitting a written letter to our Membership Department at 43100 Cook Street, Palm Desert, CA 92211; or by contacting a representative at toll-free 855-607-2300.

All of the emergency Roadside Assistance benefits of **Your** membership are described herein and are applicable throughout the United States and Canada 24 hours a day, 365 days a year. However, it is important that **You** understand this is a Motor Club Membership.

The following Service(s) are covered emergency roadside assistance benefits, subject to the one hundred dollar (\$100) per occurrence limitation and the aggregate covered occurrences limitation:

- (1) Towing Assistance – When towing is necessary, the **Covered Member’s** Disabled Vehicle will be towed up to fifty (50) (unloaded/loaded) miles to the nearest qualified service facility or destination of **Your** choice.
- (2) Battery Service – If a battery failure occurs, a jump start will be applied to start the **Covered Member’s** Vehicle.
- (3) Flat Tire Assistance – Service consists of the removal of the **Covered Member’s** Vehicle’s flat tire and its replacement with the inflated spare tire; if no spare is available, vehicle will be towed to nearest service facility (under the limits of the towing benefit).
- (4) Emergency Fluid Delivery Service – An emergency supply of up to three (3) gallons of gasoline, oil, fluid and water will be delivered to the **Covered Member** if the **Covered Member’s** Vehicle is in an immediate need. Member must pay for the fuel or other fluid when it is delivered.
- (5) Lock-Out Assistance – If the **Covered Member’s** keys are locked inside the vehicle, **Administrator** will provide for assistance gaining entry to the vehicle (**Covered Member** must provide identification and proof of vehicle ownership at the time that the lockout service is provided).

100 mile towing Plans – Individual and Family Plans

As a Member of Auto Knight Motor Club Roadside Assistance, all emergency roadside assistance benefits are available to **You** up to the one hundred fifty dollar (\$150) per occurrence benefit limit without any additional payments. **Covered Members**, “**You**”, “**Your**” are responsible for any non-covered expenses over the per occurrence limit. Each **Covered Member** will be permitted an aggregate (total) of benefit occurrences that are covered by the **Plan** of up to two (2) Roadside Assistance covered occurrences per twelve (12) month membership term. **Your** membership will begin on the date shown on **Your** membership card and continue until either **You or We** cancel **Your** membership. This membership is not transferrable.

All Auto Knight Motor Club Roadside Assistance Service(s) are provided by Auto Knight Motor Club Inc., referred to in this document as “**Administrator/Obligor**”, a wholly owned subsidiary of Fortegra™ with administrative offices at 43100 Cook Street, Suite 200, Palm Desert, CA 92211. In the event that service is not obtainable through **Administrator**, upon **Your** written request **You** may receive a refund of payments made for services received independently according to the coverage limits outlined in this Membership. **You** must first contact **Administrator** for authorization to obtain independent services. **You** have the right to file a compliment or complaint by submitting a written letter to our Membership Department at 43100 Cook Street, Palm Desert, CA 92211; or by contacting a representative at toll-free 855-607-2300.

All of the emergency Roadside Assistance benefits of **Your** membership are described herein and are applicable throughout the United States and Canada 24 hours a day, 365 days a year. However, it is important that **You** understand this is a Motor Club Membership.

The following Service(s) are covered emergency roadside assistance benefits, subject to the one hundred fifty dollar (\$150) per occurrence limitation and the aggregate covered occurrences limitation:

- (1) Towing Assistance – When towing is necessary, the **Covered Member’s** Disabled Vehicle will be towed up to one hundred (100) (unloaded/loaded) miles to the nearest qualified service facility or destination of **Your** choice.
- (2) Battery Service – If a battery failure occurs, a jump start will be applied to start the **Covered Member’s** Vehicle.
- (3) Flat Tire Assistance – Service consists of the removal of the **Covered Member’s** Vehicle’s flat tire and its replacement with the inflated spare tire; if no spare is available, vehicle will be towed to nearest service facility (under the limits of the towing benefit).
- (4) Emergency Fluid Delivery Service – An emergency supply of up to three (3) gallons of gasoline, oil, fluid and water will be delivered to the **Covered Member** if the **Covered Member’s** Vehicle is in an immediate need. Member must pay for the fuel or other fluid when it is delivered.
- (5) Lock-Out Assistance – If the **Covered Member’s** keys are locked inside the vehicle, **Administrator** will provide for assistance gaining entry to the vehicle (**Covered Member** must provide identification and proof of vehicle ownership at the time that the lockout service is provided).

Emergency Travel Expense: If **You** are more than one hundred (100) miles from home and **Your** vehicle is disabled due to a breakdown or accident, **Administrator** will reimburse up to three hundred dollars (\$300) in actual expense to continue the journey, by car rental or commercial transportation and/or room and board while **You** are waiting on auto repairs. If **You** and any associate members are traveling together, this benefit is limited to three hundred dollars (\$300). If a disabling event occurs at a location where **You** are temporarily employed, this benefit is limited to transportation expense only. Each **Covered Member** will be permitted up to one (1) covered occurrence per twelve (12) month membership term.

Emergency Ambulance Expense: **Administrator** will, upon request, reimburse up to one hundred fifty dollars (\$150) for transportation by an emergency medical transportation vehicle, to a medical facility from the scene of the traffic accident in which **You** were injured. Each **Covered Member** will be permitted up to one (1) covered occurrence per twelve (12) month membership term.

One hundred dollar (\$100) Traffic Court Defense: **Administrator** will, upon request, pay up to one hundred dollars (\$100) to **Your** attorney for defense of a traffic ticket, not to exceed two (2) in any twelve (12) month period. Each **Covered Member** will be permitted up to one (1) covered occurrence per twelve (12) month membership term.

Legal Fees: **Administrator** will, upon request, pay an attorney of **Your** choice a fee up to one hundred dollars (\$100) to prosecute a claim on **Your** behalf for personal injuries sustained in a traffic accident. An additional fee of up to one hundred dollars (\$100) will be paid to **Your** attorney to prosecute a claim for damages sustained to **Your** vehicle as a result of a traffic accident. In each situation it is reasonably presumed that a third party is guilty of negligence in causing all damages. Each **Covered Member** will be permitted up to one (1) covered occurrence per twelve (12) month membership term.

Motor Club Terms and Conditions: The following terms and conditions must apply to qualify for coverage under this Auto Knight Motor Club Membership Plan. Throughout this agreement defined terms whether capitalized or bolded have a defined meaning or value.

- (1) Membership benefits extend to the **Covered Member(s)** only. “**Covered Member(s)**” is defined as the enrolled member(s) registered with **Administrator**.
- (2) Important: A **Covered Member** must be with the Vehicle when the service provider arrives, as they cannot service an unattended vehicle; **You** will be charged a service fee for any unattended service attempts. “**Covered Member(s), You, Your, We**” is defined as the person(s) registered as a member of Auto Knight Motor Club.

(3) Service provided must be a covered benefit under the terms and conditions of this Agreement. To obtain service just call TOLL FREE 1-855-607-2300 to speak to a dispatcher who will dispatch a service vehicle for a covered emergency. “**Service(s)**” is defined as items 1-5 under the covered emergency roadside assistance benefits above. Note: Any Service obtained through any source other than **Administrator** is not covered and is not reimbursable. However, in the event that **Administrator** is unable to provide service, upon **Your** request **You** will be authorized by **Administrator** to obtain service from another service provider. In this event, **You** will be reimbursed for any payments made for authorized covered service(s) up to the specified benefit limits. To receive a reimbursement form, **You** must call 1-855-607-2300.

(4) **Your Membership Plan** must be active, and **You** must contact **Administrator** directly for service at 1-855-607-2300. “**Plan**” is defined as the agreement between **You** and **Administrator/Obligor**.

(5) The following items are not included as part of the **Plan Benefits**:

- (i) Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the **Covered Member’s** use of a vehicle in the commission of a felony.
- (ii) Cost of parts, replacement keys, fluids, lubricants, or cost of fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service.
- (iii) Any service available through a valid manufacturer’s warranty or service. Non-emergency mounting or removing of snow tires or chains or shoveling snow from around a vehicle.
- (iv) Tire Repair, Extrication or Winching.
- (v) Motorcycles, trucks over one and a half ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow.
- (vi) Any and all taxes or fines. Damage or disablement due to fire, flood or vandalism.
- (vii) Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service station or garage; vehicle storage charges; a second tow, or other benefit related to the same occurrence.
- (viii) Service on a vehicle that is not in a safe condition to be towed or serviced that may result in damage to the vehicle if towed or serviced.
- (ix) 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.
- (x) Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
- (xi) Repeated service calls for a **Covered Member’s** Vehicle in need of routine maintenance or repair. Only one (1) disablement for the same service type during any seven day period will be accepted.
- (xii) Services received independently from **Administrator** without prior authorization from **Administrator**. Only two (2) covered occurrences are provided for each twelve (12) month membership term.
- (xiii) Benefits of **Covered Members** will not be paid if incident giving rise to claim occurs while the **Covered Member** is charged with no or improper license or permit.

THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.



CU Road Pal

always here when you need us.

CU Road Pal – 43100 Cook St. Suite 200, Palm Desert, CA 92211

Cancellation: **You** or **Administrator** may cancel this **Membership Plan** at any time during the **Membership Plan Term** period by calling 1-855- 607-2300 or by sending a written notification of such cancellation to the Membership Department at 43100 Cook Street, Suite 200, Palm Desert, CA 92211. **You** may cancel this Membership within thirty (30) days for a full refund of the purchase price paid. After thirty (30) days, **You** may cancel this Membership for a pro-rata refund of the amount originally paid for the Membership, based on the months remaining, less a cancellation fee of twenty-five dollars (\$25) and the amount of claims already paid during **Your Membership Plan Term**. Monthly memberships are not refundable, but will be cancelled after the end of **Your** last paid month.

Administrator reserves the right to cancel this Membership for the following reasons: Cancellation by **Administrator** for fraud or material misrepresentation on **Your** part. Cancellation will be effective thirty (30) days after delivery or first-class mailing of a written notice to **You**. Cancellation by **Administrator** for non-payment of this Membership by **You** will be effective ten (10) days after delivery or first-class mailing of a written notice to **You**.

Change of Address or Contact Information: If there are changes to **Your** personal information, including name, address or telephone number, please notify the agency that issued this **Plan to You**.

BINDING ARBITRATION AND WAIVER OF JURY TRIAL: It is understood and agreed that the transaction evidenced by this contract takes place in and substantially affects interstate commerce. Any dispute, disagreement, or controversy, whether before or after the effective date of this contract, arising out of or related to this contract, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by BINDING ARBITRATION under the Federal Arbitration Act (“FAA”) in the county of residence of the Contract Owner, before three arbitrators. The arbitration shall be administered by the American Arbitration Association (the “AAA”) under its Commercial Rules, and where applicable, its Supplementary Procedures for the Resolution of Consumer-Related Disputes in effect at the time the arbitration is filed. If required in writing by the Member, Club will advise Member how to contact the AAA and how to obtain a copy of the Arbitration Rules without cost. **ARBITRATION does not apply in the following states: AR, CA, D.C., GA, MD, MS, NE, NV and WY.**

STATE REQUIREMENTS AND DISCLOSURES

THIS MEMBERSHIP IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES FOR THE DEALER’S STATE.

ARKANSAS: The benefits listed under Emergency Fluid Delivery Service and Battery Service are provided to Members at discounted rates.

CALIFORNIA: You will not be required to pay any sum, in addition to the amount specified in the membership, for any services thus specified. You have the unconditional right to cancel and terminate this optional membership for a refund of the unearned portion of the cost for this membership at any time. If You request a cancellation within thirty (30) days of the membership purchase, You will receive a full refund of the membership plan price, without any deductions. To cancel the membership and request a refund, You must contact Us in writing and return this membership to address indicated. CANCELLATIONS section is amended as follows: The Member is entitled to the unused portion of the consideration paid for such membership, calculated on a pro rata basis over the period of the membership, without any deductions. The language “based on the months remaining, less a cancellation fee of twenty-five dollars (\$25) and the amount of claims already paid during **Your Membership Plan Term**” is deleted. The ARBITRATION section is deleted.





CU Road Pal

always here when you need us.

CU Road Pal – 43100 Cook St. Suite 200, Palm Desert, CA 92211

MARYLAND: Office Location: c/o National Corporation Research Ltd., 836 Park Ave., Second Floor, Baltimore, MD 21201.

MISSISSIPPI: All benefits under this membership are promised to the Member. Residents of Mississippi may not have claims deducted from any cancellation refunds. ARBITRATION does not apply in Mississippi.

MONTANA: CANCELLATION section is amended as follows: After thirty (30) days, We will refund a pro-rated amount of the Membership Price, based on the unused portion of premium as of the date of cancellation. This refund applies regardless if You or We cancel the Membership. The cancellation refund will be calculated without any deductions.

NEVADA: Services commence on the membership date stated on the first page of this membership. Office location – National Corporate Research, 202 South Minnesota Street, Carson City, NV 89703. Residents of Nevada may not have claims deducted from any cancellation refunds. CANCELLATION section is amended as follows: This contract may be canceled at any time and you will receive a pro rata refund with no deductions. The ARBITRATION section is deleted.

OKLAHOMA: Office Location: c/o National Corporation Research Ltd., 1833 S. Morgan Road, Oklahoma City, OK 97301. The membership may be canceled at any time by the motor club or canceled at any time by the member. If the membership is cancelled and the **Member** has actually paid the consideration, thereupon the **Member** is entitled to the unused portion of the consideration paid for such membership, calculated on a pro rata basis over the period of the membership, without any deductions.

WISCONSIN: Residents of Wisconsin may not have claims deducted from any cancellation refunds.

WYOMING: Office Location: c/o National Corporation Research Ltd., 214 W. Lincolnway Ste. 23, Cheyenne, WY 82001.

