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

As a member of Auto Knight Motor Club Roadside Assistance, all emergency roadside assistance benefits are available to **You** up to the stated limits without any additional payments by **You**. **Covered Members**, "**You**", "**Your**" are responsible for any non-covered expenses over the stated limits. Coverage under this **Membership Plan** will begin on the date shown on **Your Membership Plan** Schedule Page or card and continue until either **You** or **We** cancel **Your Membership Plan**. This **Membership Plan** is not transferrable.

Waiting Period: This Membership Plan must be effective at least seventy-two (72) hours before any requests for roadside assistance or additional benefits will be covered.

Coverage Period: The term of this Membership Plan is the number of months indicated on the Schedule Page You are eligible for benefits. Membership Plans will continue if renewal payments are made as scheduled by You. Monthly Membership Plans will automatically renew monthly unless cancelled by You or Us or non-renewed by Us.

All Auto Knight Motor Club Roadside Assistance Service(s) are provided by Auto Knight Motor Club, Inc., referred to in this document as "We", "Us", "Our", Club". You must first contact the Club for authorization to obtain independent services. If service is not obtainable through Auto Knight Motor Club, Inc., You will receive an authorization number to request reimbursement of payments You paid to a third-party subject to Your program benefit and coverage limits. To receive a reimbursement form, You must call (888)-209-3318. Reimbursement for services received independently from Auto Knight Motor Club, Inc. without prior authorization from Auto Knight Motor Club, Inc. will be denied. You must provide proof of payment to the third-party which can be verified by Us.

COVERAGE SELECTIONS

If You selected and paid for the SINGLE PLAN: "Covered Member(s)", "You", Your" is defined as the enrolled member registered with the Club, which is the applicant. Benefits under Your Membership Plan will only apply to one enrolled member. The Covered Member will be permitted an aggregate (total) of benefit occurrences that are covered by the Membership Plan of up to three (3) Roadside Assistance covered occurrences per twelve (12) month period.

If You selected and paid for the FAMILY PLAN: "Covered Member(s)", "You", Your" is defined as enrolled members registered with the Club including the applicant and any family member living in the applicant's residence. The residence must be the same as that listed on the applicant's primary automobile insurance policy. To be considered a Covered Member, an individual family member must hold a valid Driver's License and be included in the applicant's primary automobile insurance policy coverage. The Covered Member(s) will be permitted an aggregate (total) of benefit occurrences that are covered by the Membership Plan of up to three (3)) Roadside Assistance covered occurrences per twelve (12) month period.

SCHEDULE OF COVERAGES

All the emergency Roadside Assistance benefits of **Your Membership Plan** are described herein and are applicable throughout the United States and Canada 24 hours a day, 365 days a year. To obtain service just call TOLL FREE (888)-209-3318 to speak to a dispatcher who will dispatch a service vehicle for a covered emergency.

The following service(s) are covered emergency roadside assistance benefits, subject to the aggregate covered occurrences limitation:

- (1) Towing Assistance When towing is necessary, the **Covered Member's** disabled vehicle will be towed up to seventy-five dollars (\$75.00) per occurrence 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 functional spare tire; if no functional spare is available, vehicle will be towed to nearest service facility (subject to the limits of the Towing Assistance 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. Covered 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, the Club will aid gaining entry to the passenger compartment of the vehicle. Covered Member must provide identification and proof of vehicle ownership at the time that the lockout service is provided.
- (6) Winching When the **Covered Member's** vehicle can be reached safely within thirty (30) feet from a paved road, the **Club** will provide winching service to extract **Covered Member's** vehicle from mud, sand, snow, or a ditch, with the use of one person and one normally equipped truck for no more than thirty (30) minutes.

THE SERVICES LISTED ABOVE ARE NOT ROADSIDE ASSISTANCE REIMBURSEMENT SERVICES.

Additional Benefits under this Membership Plan:

<u>TNC Benefit:</u> When **Your** vehicle is disabled and towed or withdrawn for use more than twenty-four (24) hours, **We** will arrange for emergency transportation via Transportation Network Company (TNC), such as Uber or Lyft. Each covered member will be permitted up to one (1) benefit per **Membership Plan** every ninety (90) days). If for any reason this benefit cannot be dispatched, **You** must receive authorization from **Us** to use a TNC provider of **Your** choice, and upon presentation of the original paid TNC receipt, the **Club** shall reimburse **You** up to the maximum benefit allowed ten dollars (\$10.00) per incident.

Repair Guard / Repair Guard Plus:

- 1. Repair Guard as a **Club** member **You** may obtain advice about repair costs and services when **Your** vehicle is at a repair facility by calling toll free (888)-209-3318. If **Your** vehicle needs repair, the **Club** will provide **You** with the manufacturer's suggested retail price (MSRP) information about the parts and labor expenses necessary to repair **Your** vehicle. The **Club** may also provide **Your** repair facility with repair and pricing information concerning **Your** vehicle. **Waiting Period:** This **Membership Plan** must be in effective for at least thirty (30) days before any requests for the Repair Guard benefit will be authorized.
- 2. Repair Guard Plus In the event the **Covered Member(s)** vehicle requires roadside assistance and/or becomes inoperable and requires repairs, the **Club** will reimburse fifty percent (50%) of the cost of the repair service, as documented by the repair invoice, up to a maximum of two hundred and fifty dollars (\$250.00). **You** may receive up to a maximum of five hundred dollars (\$500.00) in repair service reimbursement during a twelve (12) month period. To submit a claim for reimbursement under the Repair Guard Plus program, **You** must submit the following items to Reimbursement Administrator, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256; 1) a bill or invoice from the repair facility; 2) a copy of **Your** vehicle title or registration showing proof of ownership of the repaired vehicle; and 3) proof that **You** paid the repair facility (copy of check, credit card statement, etc.). All claims must be submitted to the Reimbursement Administrator noted above within ninety (90) days of the date listed on the repair facility invoice. **Waiting Period:** This **Membership Plan** must be in effective for at least thirty (30) days before any requests for the Repair Guard benefit will be authorized.

<u>Emergency Travel Expense</u>: If **You** are more than one hundred (100) miles from home and **Your** vehicle is disabled due to a breakdown or accident, the **Club** will reimburse up to two hundred dollars (\$200.00) 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 (\$300.00). If **Your** vehicle becomes disabled when **You** are traveling for a work or employment function, reimbursements will be limited to transportation only. Lodging expenses will not be reimbursed. Each **Covered Member** will be permitted up to one (1) covered occurrence per twelve (12) month period.

Emergency Ambulance Expense: The **Club** will, upon request, reimburse up to one hundred fifty dollars (\$150.00) 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 period.

One hundred dollar (\$100.00) Traffic Court Defense: The Club will, upon request, pay up to one hundred dollars (\$100.00) 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 period.

<u>Stolen Automobile Reward</u>: The **Club** will, upon request, pay a reward of five hundred dollars (\$500.00) to any person giving information to law enforcement officials that directly leads to the arrest and conviction of anyone stealing **Your** vehicle. Each **Covered Member** will be permitted up to one (1) covered occurrence per twelve (12) month period. **Any member of the Covered Member's family is excluded from receiving the stolen automobile reward under this benefit.**

<u>Legal Fees</u>: The **Club** will, upon request, pay an attorney of **Your** choice a fee up to one hundred dollars (\$100.00) to assist with a claim on **Your** behalf for personal injuries sustained in a traffic accident. An additional fee of up to one hundred dollars (\$100.00) will be paid to **Your** attorney to prosecute a claim for damages sustained to **Your** vehicle because 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 period.

Additional Services: The Club offers a generous savings and rewards program.

<u>Motor Club Terms and Conditions</u>: The following terms and conditions must apply to qualify for coverage under this **Membership Plan**. Throughout this **Membership Plan** 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)**", "**You**", **Your**" is defined as the enrolled member(s) registered with the **Club**.
- (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 an occurrence from the overall occurrence limit for any unattended service attempts. In the event **You** misrepresent a request for emergency roadside service, **You** will be charged an occurrence for each benefit the **Club** provides.
- (3) Service provided must be a covered benefit under the terms and conditions of this **Membership Plan**.
- (4) Your Membership Plan must be active, and You must contact the Club directly for service. "Membership Plan" is defined as the agreement between You and the Club.
- (5) The following items are not included as part of the Membership 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 removal of snow tires or chains or shoveling snow from around a vehicle.
 - (iv) Tire Repair.

- (v) Motorcycles, trucks over one-and-a-half-ton capacity, taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow.
- (vi) All taxes or fines. Damage or disablement due to fire, flood, theft, and 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 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 the Club without prior authorization from the Club.
- (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.

<u>Cancellation</u>: You may cancel this **Membership Plan** at any time during the **Membership Plan** term by calling the agent who offered **You** the **Membership Plan**. You may also cancel this **Membership Plan** by calling (855)-884-5990 or by sending a written notification of such cancellation to the **Club**.

- a. For monthly **Membership Plan** terms, if **You** cancel during a billing cycle, **You** will not receive a refund of any payment amount **You** have paid, but will continue to be eligible for benefits under this **Membership Plan** through the end the last day of the billing cycle for which **You** have paid in full. Following the final day of the last billing cycle for which **You** have timely paid, **You** will no longer be eligible for benefits under this **Membership Plan** and this **Membership Plan** will terminate.
- b. For **Membership Plan** terms two (2) months or greater, a pro-rata refund will be issued of the amount originally paid for the **Membership Plan**, based on the months remaining, less a cancellation fee of twenty-five dollars (\$25.00) and the amount of benefits already provided during **Your Membership Plan Term**.

The **Club** reserves the right to cancel this **Membership Plan** for the following reasons: Cancellation 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 for non-payment of this **Membership Plan** by **You** will be effective ten (10) days after delivery or first-class mailing of a written notice to **You**.

<u>Change of Address or Contact Information</u>: If there are changes to **Your** personal information, including name, address, or telephone number, please notify the seller/agent that issued this **Membership Plan** to **You**.

STATE REQUIREMENTS AND DISCLOSURES

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

ALABAMA: The following benefits do not apply to Alabama residents: Traffic Court Defense, and Legal Fees.

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

<u>CALIFORNIA</u>: The following benefits do not apply to California residents: Repair Guard/Repair Guard Plus, Emergency Ambulance Expense, and Legal Fees. **You** will not be required to pay any sum, in addition to the amount specified in the **Membership Plan**, for any services thus specified. For **Membership Plan** terms two (2) months or greater, the Member is entitled to the unused portion of the consideration paid for such **Membership Plan**, calculated on a pro rata basis over the period of the **Membership Plan**, without any deductions. The language "based on the months remaining, less a cancellation fee of twenty-five dollars (\$25.00) and the amount of benefits already provided during **Your Membership Plan Term**" is deleted.

KANSAS: The following benefits do not apply to Kansas residents: Emergency Ambulance Expense.

<u>MARYLAND</u>: Office Location: c/o Corporate Creations Network, Inc., 2 Wisconsin Circle #700, Chevy Chase, MD 20815. The benefits under Emergency Travel Expense and Emergency Ambulance Expense are revised to Travel Expense and Ambulance Expense.

<u>MISSISSIPPI</u>: All benefits under this **Membership Plan** are promised to the Member. Residents of Mississippi may not have claims deducted from any cancellation refunds. **You** will not be required to pay any sum in addition to the amount specified in the **Membership Plan** for any services thus specified. For **Membership Plan** terms two (2) months or greater, if fees or the **Membership Plan** fee has been paid thereupon, **You** are entitled to a refund of the unused portion of the consideration paid for the **Membership Plan** calculated on a pro rata basis over the period of the **Membership Plan**, without any deductions.

<u>MONTANA</u>: CANCELLATION section is amended as follows: For <u>Membership Plan</u> terms two (2) months or greater, <u>We</u> will refund a prorated amount of the <u>Membership Plan</u> price, based on the unused portion of premium as of the date of cancellation. This refund applies regardless of if **You** or **We** cancel the <u>Membership Plan</u>. The cancellation refund will be calculated without any deductions.

<u>NEVADA</u>: The following benefits do not apply to Nevada residents: Emergency Ambulance Expense and Legal Fees. Services commence on the effective date of this **Membership Plan**. Office location – Corporate Creations Network, Inc., 8275 South Eastern Avenue #200, Las Vegas, NV 89123. Residents of Nevada may not have claims deducted from any cancellation refunds.

<u>NEW MEXICO</u>: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

<u>OKLAHOMA</u>: Office Location: c/o Corporate Creations Network, Inc., 601 South Boulder #600, Tulsa, OK 74119. You will not be required to pay any sum, in addition to the amount specified in the **Membership Plan**, for any services thus specified. For **Membership Plan** terms two (2) months or greater, if the **Membership Plan** 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 Plan**, calculated on a pro rata basis over the period of the **Membership Plan**, without any deductions.

<u>UTAH</u>: The following benefits do not apply to Utah residents: Emergency Ambulance Expense. For **Membership Plans** that have been in force for more than sixty (60) days, the **Club** may only cancel coverage for the following reasons: material misrepresentation, substantial change in the risk assumed, unless the **Club** should reasonably have foreseen the change or contemplated the risk when entering into the **Membership Plan**, and substantial breaches of contractual duties, conditions or warranties.

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

<u>WYOMING</u>: Office Location: c/o Corporate Creations Network, Inc., 5830 E. 2nd Street, Casper, WY 82609. For **Membership Plan** terms two (2) months or greater, if the **Membership Plan** 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 Plan**, calculated on a pro rata basis over the period of the **Membership Plan**, without any deductions.