

# Auto Guard

555 Anton Boulevard  
Suite 150  
Costa Mesa, CA 92626  
(800) 867-7908

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[Customer Info]

[Customer],

Congratulations! Your valuable mechanical breakdown protection is detailed in the enclosed contract booklet. Please look it over and call with any questions you may have. Thank you for your purchase; we look forward to servicing your protection needs. Please call us for a quote on any other vehicle in your household. Vehicles with fewer than 200,000 miles may qualify for additional coverage, and multi-vehicle discounts are available.

Be sure to familiarize yourself with the coverage, maintenance requirements, and procedures in the event of a mechanical breakdown. Proper maintenance of your vehicle will contribute to a trouble free driving experience. You should follow your vehicle manufacturer's recommended maintenance for your driving habits.

Welcome to our family of vehicle owners that have the peace of mind and financial security of mechanical breakdown protection.

## **THANK YOU AGAIN! IMPORTANT CONTACT NUMBERS:**

Claims: (800) 867-7908 ext. 2  
Roadside: (877) 805-9184

Your Protection Specialist

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**We encourage you to store your new service agreement in your vehicle. This document contains important numbers needed in the event of a breakdown. We have also provided ID cards on the last page of this booklet with valuable information that can be used in the event of a breakdown.**



PREMIER

# VEHICLE SERVICE CONTRACT

CONTRACT

ABCD123456

## Declarations Page CUSTOMER INFORMATION

PURCHASER NAME [Customer Name]	PHONE [Phone]	EMAIL ADDRESS [Email]	
MAILING ADDRESS (Mailing Address)	CITY [City]	STATE [State]	ZIP CODE [Zip]

## SELLING DEALER

SELLER NAME Auto Guard	PHONE (800) 867-7908	EMAIL ADDRESS	
MAILING ADDRESS 555 Anton Boulevard Suite 150	CITY Costa Mesa	STATE CA	ZIP CODE 92626

## VEHICLE INFORMATION

YEAR [Year]	MAKE [Make]	MODEL [Model]
VIN # (must be 17 digits) [Customer VIN]	CURRENT ODOMETER READING [Current ODO]	

## VEHICLE SERVICE CONTRACT INFORMATION

PURCHASE DATE /EFFECTIVE DATE mm/dd/yyyy	PURCHASE PRICE \$xxxx.xx	AUTOGUARD COVERAGE LEVEL <input checked="" type="checkbox"/> PREMIER
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## DEDUCTIBLE

- YEARS 1-2: 30% of Repair OR \$200 Minimum
- YEARS 3-4: 20% of Repair OR \$150 Minimum
- YEAR 5: 15% of Repair OR \$100

## MANDATORY PURCHASE

<input type="checkbox"/> RIDE SHARE/COMMERCIAL	<input type="checkbox"/> MODIFICATION/LIFT KIT
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TERM MONTHS [Term Months]	EXPIRATION DATE Mm/dd/yyyy	TERM MILES [Term Miles]	EXPIRATION MILES [Exp. Miles]
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WAITING PERIOD BEFORE COVERAGE TAKES EFFECT: 30 DAYS FROM CONTRACT PURCHASE DATE AND 1,000 MILES FROM ODOMETER READING
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## CUSTOMER'S ACKNOWLEDGEMENT

I agree to purchase this Vehicle Service Contract covering the above-described motor vehicle, which must meet OUR underwriting guidelines and is subject to acceptance by the ADMINISTRATOR. I agree that the time and mile limits indicated above begin to run from the CONTRACT purchase date and any components or parts covered by a manufacturer, supplier, or other warranty are NOT covered by this CONTRACT until expiration of the manufacturer, supplier, or other warranty. I agree that my CONTRACT term includes any periods of applicable manufacturer's warranties. I understand that my CONTRACT has been issued in accordance with information contained above and is subject to the terms and conditions stated in this CONTRACT, which I have read and received.

I acknowledge that I have read and agree to the ARBITRATION provision in section XVI of this CONTRACT.

I understand that prior authorization by the ADMINISTRATOR is required on repairs covered by the CONTRACT. Call (800) 867-7908 for prior claims authorization. I further understand that any breakdown, loss, or damage that results from a Pre-Existing condition is NOT covered by this CONTRACT.

I understand the purchase of the CONTRACT is not required to purchase, lease, or obtain financing of my vehicle.

I have read and agree to the terms and conditions on each page of this CONTRACT.

## **GENERAL CONTRACT PROVISIONS**

### **I. NATURE OF AGREEMENT:**

This is a Vehicle Service Contract between the "Purchaser" (You) and the "Obligor" EGV Companies, Inc., 50 N. Laura

St., Suite 2500, Jacksonville, FL 32202, (833) 342-2794. You agree and understand that this Contract is NOT A POLICY OF INSURANCE.

### **II. ENTIRE AGREEMENT:**

This Contract, including the terms, conditions, limitations, exceptions, definitions, exclusions, and the Declarations Section, together with any endorsements, if any, constitute the entire Contract. No one other than the parties hereto, by mutual agreement, may change this Contract or waive any of its provisions. This Contract only provides benefits to the Contract Holder and only as expressly stated herein. This Contract gives You specific rights. You may have other rights, which may vary from state to state. Please see the sections in this Contract that reference state-specific information.

This Contract covers mechanical Breakdown and is for Your sole benefit and applies only with respect to the described Vehicle. This Contract shall be invalidated if there has been an inaccuracy, tampering or alteration to the odometer mileage of the Vehicle so that the Vehicle's true and actual mileage is not shown on the odometer or cannot be determined. If the odometer becomes inoperable during the term of this Contract, You must immediately notify Us and within fifteen (15) days of the odometer becoming inoperable, provide documentation proving that the odometer has been repaired.

This Contract does not provide any benefit or payment of any kind not expressly stated herein; for any implied warranty (including for merchantability, fitness for particular purpose, or fitness for use); for any fines, penalties, attorneys' fees, or indirect, consequential, or punitive damages or losses of any kind; for any bodily injury or property damage resulting from a defective product (including strict liability); or where it would be a violation of applicable law or regulation to provide such benefit or payment.

This Contract has a Waiting Period of 30 days AND 1,000 miles measured from the Contract Purchase Date and the Current Odometer Reading. A covered repair is subject to the Deductible indicated on the Declarations Page. The Deductible does not apply to Trip Interruption, Substitute Transportation, or 24-Hour Roadside Assistance Services.

### **III. BREAKDOWN:**

In the event of a Breakdown of any covered part(s), the Administrator will provide for payment or reimbursement for preauthorized expenses incurred for the repair or replacement of the part(s), less any Deductible, in accordance with the provisions contained within this Contract. Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. Replacement of covered parts that have experienced a Breakdown may be made with original equipment manufacturer parts, non-original equipment manufacturer parts, re-manufactured parts, or used parts at the Administrator's discretion.

The Contract provides benefits for the "Breakdown" of "Covered Parts" installed by the Vehicle manufacturer, as those terms are defined below.

### **IV. DEFINITIONS:**

The following definitions apply to words frequently used in this Contract:

**Act of War** – Any warlike action by a military or paramilitary force, including without limitation in defending against an actual or expected attack; or any act which is associated with, connected with, or occurring in the course of war, or which directly precipitates or provokes war.

**Administrator** – Means EGV Companies, Inc., 50 N. Laura Street, Suite 2500, Jacksonville, FL 32202, (800) 867-7908 ext. 3.

**Breakdown** – Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. Subsequent damages resulting from the Breakdown of a covered part are covered by this Contract with exceptions including, but not limited to, when You have failed to perform the recommended maintenance services for Your Vehicle.

**Claim** – Means any claim made in the event of a breakdown.

**Ride Share/Commercial Use** – Means any Vehicle used for the business purpose of providing rideshare services (Uber, Lyft, etc.), farming or ranching, pushing, pulling or hauling material of any kind, route work, job site activities, service or repair work or has been issued commercial plates in the state in which it is titled or is used for a commercial enterprise.

Commercial use does not include the following which are excluded from Coverage irrespective of whether the Commercial Use Add-On is selected: a vehicle used for the purpose of rental, taxi, limousine or shuttle, towing/wrecker service; a vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; a police or emergency service vehicle or a vehicle with a municipal tag; or vehicles used for principally off-road use, prearranged or organized racing or competitive driving.

**Computer System** – Any computer, hardware, software, or communication system or electronic device (including by not limited to smart phone, laptop, tablet, or wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.

**Contract** – Means this Vehicle Service Contract and Your completed Declarations Section.

**Contract Period** – Coverage under this Contract begins immediately and will expire according to the time / mileage of the Contract, whichever occurs first. If this Contract is a continuation of coverage from another contract provided by Us and there has been no lapse or interruption in coverage under the initial contract, the continuation will begin when sale is made.

**Coverage** – Means the protection You selected as shown in the Declarations Section.

**Cyber Risk** – Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any of the following: any unauthorized, malicious, or criminal act, or the threat of such acts((s), involving access to, or the processing, use of operation of, any computer system; any error or omission involving access to, or the processing, use, or operation of, any computer system; any partial or total unavailability of failure to access, process, use, or operate any computer system; or any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data, including any amount pertaining to the value of such data.

**Declarations Section** – Means the numbered document which is a part of this Contract. It lists information regarding You, Your Vehicle, Us, and other vital information.

**Deductible** – Means the amount You are required to pay as shown on the Declarations Section per repair visit for covered Breakdowns. Once a part is repaired or replaced under the terms of this Contract, there will be no Deductible for future repairs to that part.

**Effective Date and Mileage** — means the date You purchased Your Contract and the miles on the odometer on that date.

**Expiration Date or Mileage** – Means the date and/or mileage when Your Contract is no longer in force. Your Contract expires when the Expiration Date or Miles listed in the Declarations Section are reached, whichever occurs first, and/or when the Limit of Liability for the Contract has been reached.

**Illegal Activities** – Any actual or alleged violation of any federal, state or local regulation, statute or law; any forgery, conversion, secretion, or embezzlement; or any dishonest, fraudulent, criminal, or illegal act.

**Licensed Repair Facility** – Means a for-profit entity, recognized by the State, in the business of repairing motor vehicles.

**Political Risk** – Any one or more of the following: any event, organized resistance, or action intending or implying the intention to overthrow, supplant or change outside of normal legal processes the existing head of state, elected official, appointed official, government, or political, militarized, terrorist or ruling group; insurrection; uprising; military and usurped power; or any action taken by governmental authority in response to the foregoing.

**Pre-Existing** – Means a condition that within all reasonable mechanical probability relates to the mechanical condition of Your Vehicle prior to Contract purchase date or expiration of the Waiting Period.

**Selling Dealer** – Means the dealer where this Contract was purchased.

**Subsequent Damage** – Means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part.

**Vehicle** – Means the Vehicle which is described in the Declarations Section.

**War** – A state or period of hostile armed conflict, or military or paramilitary action, between two or more or within any of the following: a nation, a state, a government, a territory, a ruler, or a political, militarized, terrorist, or ruling group. IT includes any acts or events associated with, connected with, or occurring in the course of such conflict or action, or directly precipitating or provoking such conflict or action. This definition applies regardless of whether war has been officially or formally declared, or whether governments have officially recognized the conflict or action as war.

**We, Us, Our** – Means the Obligor, EGV Companies, Inc., 50 N. Laura St., Suite 2500, Jacksonville, FL 32202, (844) 299-0885, the entity that is obligated to perform under this Agreement.

**Wear and Tear** – Means the deterioration of a part beyond the manufacturer's specified tolerances that occur naturally over time and under normal operating conditions.

**You, Your** – Means the Contract Purchaser shown in the Declarations Section, or the person to whom this Contract was properly transferred.

## **V. LIMIT OF LIABILITY:**

Our total liability for benefits provided under this Contract shall not exceed the actual cash value of Your Vehicle at the time of Contract purchase OR \$7,500, whichever is less.

Our liability for a single Breakdown shall not exceed the average trade-in value of Your Vehicle at time of Breakdown as determined by the NADA Used Car Guide (without consideration of or deduction for the cost of repairs associated with said Breakdown).

Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Vehicle, loss of time, loss of wages, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your Vehicle is expressly excluded.

## **VI. CONTRACT PERIOD:**

Coverage under this Contract begins upon successful completion of the Waiting Period and will expire according to the time / mileage of the Contract, whichever occurs first. If this Contract is a continuation of coverage from another contract provided by Us and there has been no lapse or interruption in coverage under the initial contract, the continuation will begin when sale is made. This Contract expires when the Expiration Date or Miles listed in the Declarations Section are reached, whichever occurs first, and/or when the Limit of Liability for the Contract has been reached.

## **VII. RESPONSIBILITIES:**

### **A. YOUR MAINTENANCE REQUIREMENTS:**

You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. NOTE: Your Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your driving habits and climate conditions. Failure to follow the manufacturer's recommendations that apply to Your driving habits and climate conditions may result in the denial of Coverage. If an Owner's Manual was not provided with Your Vehicle, You can contact Your Vehicle's manufacturer for maintenance requirements.

It is required that verifiable receipts be retained for all maintenance services. You must retain verifiable receipts proving purchases of all required parts and materials necessary to perform the required maintenance; confirming the date and mileage for the services performed. Maintenance and/or service work receipts will be requested by the Administrator.

### **B. FILING A BREAKDOWN CLAIM:**

In the event of a Breakdown, You must take immediate action to prevent further damage. This Contract will not cover the damage caused by continued operation or by not securing a timely repair of the failed component. The operator is responsible for observing Vehicle warning lights and gauges, or any other signs of overheating or component failure, and taking appropriate action immediately. Failure to do so may result

in the denial of coverage. If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

1. If Your Vehicle breaks down, return to the Selling Dealer if possible or practical. If this is not possible or practical, take Your Vehicle to any licensed repair facility.
2. Provide the licensed repair facility with a copy of Your Contract and/or Your Contract number if possible.
3. Obtain Authorization from the Administrator. Prior to any repair being made, instruct the Licensed Repair Facility to contact the Administrator at (800) 867-7908 ext. 3 to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered except as provided under Emergency Repairs (#7 below). The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Contract. Any additional amount must receive prior approval.
4. Authorize Tear-Down and/or Inspection. In some cases, You may need to authorize the Licensed Repair Facility to inspect and/or tear-down Your Vehicle in order to determine the cause and cost of the repair. You will be responsible for these charges if the failure is not covered under this Contract.  
We reserve the right to require an inspection of Your Vehicle prior to any repair being made.
5. Review coverage. After the Administrator has been contacted, review with the Licensed Repair Facility what will be covered by this Contract.
6. Upon completion of the authorized repair, You must pay to the Licensed Repair Facility any required Deductible. We will reimburse the Licensed Repair Facility or You for the cost of the work performed on Your Vehicle that is covered by this Contract and previously authorized, less the Deductible. Once authorization is obtained and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days (three hundred and sixty-five (365) days in Wisconsin) to be eligible for payment.
7. Emergency Repairs: Should an emergency occur which requires a repair of a Breakdown to be made at a time when the Administrator's office is closed, You must refer to Your Agreement to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions that apply and follow the Claims procedures above. For a repair that is determined to be a covered part, authorize the Licensed Repair Facility to perform the repair and call the Administrator for instructions within five (5) business days, during normal business hours, at which point the claim will be reviewed for benefits per the terms of the Agreement.

#### **NO CLAIMS WILL BE PAID UNLESS YOU FOLLOW THE STEPS OUTLINED ABOVE.**

For claim assistance, please contact the Administrator at (800) 867-7908 ext. 3. Customer Service and Claims Departments are available Monday – Friday from 7:00AM until 4:00PM (PST).

#### **C. RIGHT TO RECOVER PAYMENT:**

If You have a right to recover funds that We have paid under this Contract against another party (such as a manufacturer's warranty claim, parts warranty, insurer, other service contract, etc.), Your rights shall become Our rights. You agree to provide reasonable assistance to help Us to recover these funds. We shall recover only the excess after You are fully compensated for Your loss.

### **VIII. SCHEDULE OF COVERAGES:**

Coverage is limited to the parts listed below. See subsection I. ADD-ON COVERAGE OPTIONS of this section to view any/all additional coverage options available.

- A. **AutoGuard Premier** coverage provides for payment or reimbursement of costs authorized by the Administrator to repair or replace any Breakdown of all part(s) or component(s), including seals and gaskets, except those items listed under the "What Is

Not Covered" Section of this Contract, less Your Deductible amount, in accordance with all terms and conditions of this Contract.

**B. Add-On Coverage Options**

- Commercial Use Option** (*surcharge applies*) – If You have selected Commercial Use coverage as indicated in the Declarations Section and the appropriate surcharge has been paid, You have coverage in accordance with the applicable terms of this Contract even when the Vehicle is utilized for commercial use or business use such as providing rideshare services (Uber, Lyft, etc.), farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service or repair work, or has been issued commercial plates in the state in which it is titled, or is used for a commercial enterprise. *Commercial Use does not include the following which are excluded from Coverage under this Contract irrespective of whether the Commercial Use Option is selected: a Vehicle used for the purpose of rental, taxi, limousine or shuttle, towing/wrecker service; a Vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; or police, emergency service, or a Vehicle with a municipal tag; Vehicles used for principally off-road use, prearranged or organized racing or competitive driving.* COMMERCIAL USE OPTION MUST BE SELECTED AT THE TIME OF PURCHASE OF THIS CONTRACT AND CANNOT BE ADDED SUBSEQUENT TO PURCHASE.
- Lift Kit Option** (*surcharge applies*) – If you have selected Lift Kit coverage as indicated in the Declarations Section and the appropriate surcharge has been paid, You have coverage in accordance with the applicable terms of this Contract even when the Vehicle is equipped with body or suspension lifts at the time of Vehicle purchase. The Lift Kit and all its assemblies that are in addition to factoryinstalled parts are excluded from coverage. The maximum increase for a body suspension lift combined cannot exceed six (6) inches. The maximum tire height modification allowed is four (4) inches in overall diameter larger than the manufacturer's specifications as displayed on the placard of Your Vehicle. Any modification that voids the original manufacturer warranty will also void the coverage provided under this Contract. No coverage is available for suspension reductions or undersized wheels or tires. Coverage is supplemental to any manufacturer's coverage and will not apply to any failure for which the manufacturer had denied coverage due to the installation of the Lift. LIFT KIT OPTION MUST BE SELECTED AT THE TIME OF PURCHASE OF THIS CONTRACT AND CANNOT BE ADDED SUBSEQUENT TO PURCHASE.

**C. ALL COVERAGE PLANS INCLUDE THE FOLLOWING BENEFITS:**

- Substitute Transportation:** For a covered repair We will reimburse You for a rental car at the rate of up to fifty dollars (\$50) per day for a maximum of five (5) days. To receive rental benefits, You must supply Us with a receipt from a licensed rental agency. *No Deductible will apply to this benefit.*
- Tire Road Hazard Reimbursement:** Until the expiration of the Contract or a tread depth of 3/32 of an inch, whichever comes first, We will reimburse You, without being subject to a deductible, for the repair of, or if necessary, the replacement of any of Your vehicle's tires (original size only) that have become damaged or unsafe for use due to a Road Hazard, excluding curb damage or any damage not incurred on a public road. In no event will Our liability for Tire Road Hazard Reimbursement exceed \$150.00 per tire or a maximum of \$600.00 during the term of this Contract. Pre-authorization for all Tire Road Hazard service is required. You must call (800) 867-7908 ext. 3 prior to any service being performed. Replacement tires will be of like kind, quality, and cost of the original tire as determined by reasonable and customary retail prices available from reputable national vendors.
- Auto Deductible Reimbursement:** You will be reimbursed for your Auto Deductible up to the benefit limit of \$500 payable to You, if you sustain a collision or comprehensive loss on the insured vehicle listed on the Declarations Page of this

contract. Reimbursement benefits are only payable if (a) the collision or comprehensive loss exceeds the applicable Covered Deductible and (b) You submit a claim with respect to the collision or comprehensive loss to the insurance company that issued the auto insurance policy, and that claim is paid by the auto insurance company. This benefit is provided by CT Auto Club, Inc., 16150 Main Circle Drive, Suite 410, Chesterfield, MO 63017, (877) 805-9184. All entities are collectively referred to as CT Auto Club, Inc., throughout these Terms and Conditions. *No Deductible will apply to this benefit.*

**Note:** Auto Deductible Reimbursement benefit payments are in excess of any other applicable insurance or indemnity available to the member. Reimbursement benefit payments are limited to only those amounts not covered by any other insurance or indemnity. In no event will this benefit apply as contributing insurance. The maximum deductible reimbursement to You is \$500 and will cover up to one (1) loss during the term of this Contract.

4. **24-Hour Roadside Assistance Services:** Emergency Roadside Assistance is available 24 hours a day, every day of the year throughout the United States & Canada. Your coverage begins on the date shown on this Contract and terminates on either the Expiration Date or the Expiration Mileage shown on Your Contract (whichever occurs first). In the event You cancel Your Contract, 24-Hour Emergency Roadside Assistance will cancel on the same date as the Contract cancellation. You will only have to pay for any non-covered expenses, or the cost of tows that exceed one hundred (100) miles. Service must be a covered benefit under the terms and conditions of this Contract and is available only for the specific covered vehicle registered with CT Auto Club, Inc., as part of this Contract. "Covered Vehicle" is defined as the Vehicle listed on the Declarations Page for this Contract and registered with CT Auto Club, Inc. All emergency roadside assistance services are provided by CT Auto Club, Inc., 16150 Main Circle Drive, Suite 410, Chesterfield, MO 63017, (877) 805-9184. All entities are collectively referred to as CT Auto Club, Inc., throughout these Terms and Conditions. *No Deductible will apply to this benefit.*

**Emergency Roadside Assistance:** YOU must call toll free (877) 805-9184 and a service vehicle will be dispatched to your assistance. Important: Please be with your covered Vehicle when the service provider arrives, unless it is unsafe to remain with the vehicle, as the provider cannot service an unattended vehicle. In the event that service is not obtainable through CT Auto Club, Inc., you will receive an authorization number to receive a reimbursement of payments made according to your program benefit and coverage limits for services received independently. You must first contact CT Auto Club, Inc., for authorization to obtain independent services.

**NOTE: ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN CT AUTO CLUB, IS NOT COVERED AND IS NOT REIMBURSABLE.**

- a. *Towing Assistance* – When towing is necessary, the covered Vehicle will be towed up to two hundred (200) miles back to the Selling Dealer if possible or practical or to the nearest qualified service facility or to another location requested by the driver of the covered Vehicle. If towed to a location other than the Selling Dealer, towing will be covered up to one hundred (100) miles.
- b. *Flat Tire Assistance* – Service consists of the removal of the covered Vehicle's flat tire and its replacement with the spare tire located with the covered Vehicle, or the service provider will drive you to the closest tire store for repair.
- c. *Fuel, Oil, Fluid and Water Delivery Service* – An emergency supply of three (3) gallons 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.

- d. *Lock-Out Assistance* – If your keys are locked inside the covered vehicle, assistance will be provided to enter the covered Vehicle.
- e. *Battery Assistance* – If battery failure occurs, a jumpstart will be provided to start Your covered Vehicle. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the covered Vehicle in the commission of a felony.

The following items are not covered as part of the Emergency Roadside Assistance benefit: Cost of parts, replacement keys, fluids, lubricants, fuel, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. Non-emergency mounting or removing of snow tires or chains. Shoveling snow from around a vehicle. Tire repair, extrication or winching. Motorcycles, trucks over one-ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacturer for twenty (20) years or more), taxicabs, limousines, or other commercial vehicles. (Note: Ride share vehicles are not subject to this exclusion). Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicle in tow. Any and all taxes or fines. Damage or disablement due to collision, fire, flood or vandalism. Towing from a service station, garage or repair shop. Towing by other than a licensed service station or garage; vehicle storage charges; a second tow for the same disablement. Service on a 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. 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. Repeated service calls for a covered vehicle in need of routine maintenance or repair. Services received independently from CT Auto Club, Inc., without prior authorization from CT Auto Club, Inc.

Only one disablement for the same service type during any seven-day period will be accepted. *THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.*

## **IX. WHAT IS NOT COVERED:**

Coverage is not provided under this Contract for any of the following Exclusions:

- A. For any repair or replacement made without prior authorization from Administrator to Licensed Repair Facility.
- B. For any pre-existing condition, for any Breakdown occurring prior to the Effective Date and Mileage or reported after the Expiration Date or Mileage, or if the information provided by You, or the licensed repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- C. For any loss caused by faulty or negligent auto repair work, improper servicing or installation of defective parts. Any repair that has been misdiagnosed by the Licensed Repair Facility, or any failure that cannot be verified as accurate or is found to be inaccurate.
- D. For maintenance services and parts described in Your Vehicle's Owner's Manual as supplied by the manufacturer and other normal maintenance services including, but not limited to: tune ups, alignments, coolants, lubricants, hazardous/environmental waste charges or disposal fees and shop supplies.
- E. AutoGuard Premier, any of the following parts: spark plugs, spark plug wires, glow plugs, filters, fluids, 12V lead-acid batteries, batteries, battery cables/harness, belts, paint, carpet, bright metal, trim, sheet metal, bumpers, body panels, glass, moldings, upholstery, lenses, sealed beams, LED Lighting, headlight assemblies, light bulbs, brake rotors, brake drums, brake shoes, brake pads, fuses, circuit breakers, cellular phones, remote control consoles, radar detection devices, weather strips/body seals, all exhaust components, the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves,

emission vapor sensors, gas cap filler neck, catalytic converter; hoses, clamps, distributor cap and rotor, shock absorbers, manual/hydraulic clutch assembly (friction clutch disc and pressure plate, throw out and pilot bearing), outside ornamentation, frames/sub-frames and structural body parts and body components, brackets, door handles, lift gate handles, tailgate handles, door bushings/bearings, conversion van appliances, vinyl top, convertible top, canvas tops, convertible top assemblies, fabric top, fiberglass top, hardware or linkages (covered only as part of repair or replacement of a covered part), tires, wheel/rims, wheel balances, wheel covers, wheel lugs and lug nuts, valve stems, safety restraint systems (including airbags), lost or missing parts, electronic diagnostic equipment, freight, any repairs to correct rust, corrosion, water intrusion, water ingestion, water damage, odors, carburetors, air and water leaks, wind noise, squeaks, rattles. Fastening hardware (external nuts, bolts, springs, brackets, etc.,) are only covered when required in connection with the replacement of a covered part, but never as a cause of failure. Any options/equipment not originally installed by the vehicle manufacturer.

- F.** For any damage and/or Breakdown resulting from damage caused to a Covered Part by impact or any other external force known or unknown, collision, bent or twisted parts, rust or corrosion, salt, environmental damage, contamination, oxidation, carbon, sludge, varnish, restricted oil passages, lack of proper quality or quantity of fluids or lubricants, damage caused when the engine exceeds the manufacturer's maximum recommended operating temperature (as indicated by gauges, warning lights, or audible warning sounds, warped, discolored or melted parts). Engine block and cylinder heads are not covered if damaged by overheating, freezing or warping. Any Breakdown resulting from acts of nature including but not limited to lightning, earthquake, windstorm, volcanic eruption, and freezing.
- G.** For any Breakdown caused by Your failure to follow the instructions in Section VII-A YOUR MAINTENANCE REQUIREMENTS, any Breakdown where maintenance records pertaining to a Breakdown have been requested by Us but cannot be produced or verified, or Breakdown as a result of lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle. For any loss caused by faulty or negligent auto repair work, improper servicing or installation of defective parts. Any repair that has been misdiagnosed by the Licensed Repair Facility, any failure that cannot be verified as accurate or is found to be inaccurate.
- H.** For new vehicles that do not have the full manufacturer's warranty in place or acknowledged by the Manufacturer. Breakdown or failure costs that should be covered by a manufacturer's warranty, recall, or any other dealer assistance program. Breakdown or failure costs that should be covered by the warranty of parts or workmanship on a previously repaired or replaced component, regardless of the manufacturer's or repairer's ability to pay for such repairs or when the responsibility for the repair is covered by Your primary insurance.
- I.** For any repair for the purpose of correcting the gradual reduction of performance when a Breakdown has not occurred. Burnt valves, and/or burnt pistons are not covered. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel, fuels containing more than ten (10%) percent ethanol (if the engine was not manufactured for this mixture), excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants or improper engine adjustments. Any Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, or lack of lubrication. Repairs to seized or damaged parts due to operation without sufficient oil or coolant.
- J.** For loss of time, expense, storage charges, loss of use of Vehicle, loss of profits, income or other consequential damages, including, but not limited to loss or damage or injury to persons or property resulting from Breakdown of any of the covered parts.
- K.** For accidental loss or damage, physical damage, collision or upset, road hazard, falling objects, fire, theft, larceny, hail, explosion, lightning, earthquake, windstorm, water, flood, malicious mischief, vandalism, riot, civil unrest, negligence, abuse or misuse, lack of

normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle.

- L.** For any Breakdown caused by rust, residue, electrolysis or corrosion. Any Breakdown caused by the failure of any nuts, bolts or fasteners unless internally lubricated.
- M.** For any Vehicle that has been issued a Salvage or Rebuilt title unless the appropriate Salvage/Rebuilt AddOn is selected in the Declarations Section and the appropriate surcharge has been paid. The following are excluded from Coverage under this Contract irrespective of whether the Salvage/Rebuilt Option is selected: Any vehicle that has ever been issued a branded title for assembled, dismantled, scrap, fire, flood, saltwater, junk or parts only, or declared a "lemon"; Any vehicle that has been declared true milage unknown (TMU), has a failed, broken, disconnected or altered odometer; Any vehicle on which the actual accumulated mileage cannot be determined for any reason.
- N.** For a Breakdown of a covered component/part caused by Your refusal to perform reasonable repairs recommended by the dealer, Repair Facility, or Administrator. Any damage caused by failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes but is not limited to Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure. Lack of mechanical knowledge is not an excuse for continued operation.
- O.** For any part or repair that a repair facility or manufacturer recommends or requires to be repaired, replaced, adjusted or updated (including updating software or programming), in conjunction with a covered repair when a Breakdown of that part has not occurred. This includes modifications, replacement, or alteration of original systems necessitated by the replacement of an obsolete, superseded, redesigned, or unavailable part.
- P.** For the Breakdown of the HEV Battery/Battery Pack and/or replacement of HEV Battery cell(s) that are causing degradation in its ability to hold adequate charge.
- Q.** For Commercial Use Vehicles unless the appropriate Commercial Use Add-On is selected in the Declarations Section and the appropriate surcharge has been paid. The following are excluded from Coverage irrespective of whether the Commercial Use Add-On is selected: a vehicle used for the purpose of rental, taxi, limousine or shuttle, towing/wrecker service; a vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; a police or emergency service vehicle or a vehicle with a municipal tag; or vehicles used for principally off-road use, prearranged or organized racing or competitive driving.
- R.** If any alterations have been made to Your Vehicle or you are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to: the failure of any custom or add-on part, trailer hitches, suspension reductions, or undersized wheels or tires. The maximum tire height modification allowed is four (4) inches in overall diameter larger than the manufacturer's specifications as displayed on the placard of Your Vehicle. Also, not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications. Any modification that voids the original manufacturer warranty will also void the coverage provided under this contract.
- S.** For frame and suspension modifications. For Lift Kits unless the Lift Kit Add-On is selected in the Declarations Section and the appropriate surcharge has been paid. Frame and suspension modifications exceeding a six-inch (6") lift or a four-inch (4") drop are excluded from Coverage irrespective of whether the Lift Kit Add-On is selected. The Lift Kit Add-On option does not apply to Omega Prestige coverage and is included without additional surcharge.
- T.** For any Breakdown or failure occurring outside of the United States or Canada.
- U.** For any repair or replacement of any covered part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer

under normal operating conditions, or for any part that a repair facility or manufacturer recommends or requires to be replaced or repaired or is an update and is not a Breakdown. Damage to covered part due to failure of a non-covered part is also excluded.

V. For any benefit or payment for any loss directly or indirectly resulting from: cyber risk; political risk; war or acts of war; weapons of mass destruction; pollution or contamination (including threat thereof); nuclear reaction, or contamination; illegal activities of or on behalf of Contract Holder or any person in lawful possession of the Covered Vehicle; confiscation, seizure or destruction of property; or abandonment.

## **X. TRANSFER OF MANUFACTURER'S WARRANTY:**

You are responsible for the transfer, and any applicable transfer fees, to retain all manufacturer's warranties available on the vehicle listed in the Declarations Section of the Contract. Failure to transfer the manufacturer's warranty can result in nonpayment of a claim if the manufacturer's warranty would normally have been in effect if the transfer had not been made.

## **XI. GUARANTEE:**

Our obligations and the performance to You under this Contract are guaranteed and insured by a policy issued by Jefferson Insurance Company, 9950 Mayland Dr., Richmond, VA, 23233, (800) 497-4602. If a covered claim or refund is not paid within sixty (60) days (thirty (30) days in Arizona) after proof of loss has been filed, You may file a claim directly with the Insurance Company by contacting the Insurance Company at the number provided above. Jefferson Insurance Company does not insure the obligations of CT Auto Club, Inc.

## **XII. CANCELLATIONS:**

You may cancel this Contract at any time by forwarding Your written request to the Selling Dealer or the Administrator. If You cancel this Contract, coverage will terminate and will not be reinstated. A copy of Your Contract and a notarized odometer statement indicating the odometer reading of Your Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first thirty (30) days of the date the Contract was issued to You and You have not incurred a claim ("Free Look Period"), the Contract is void and the entire Contract purchase price will be refunded. If the Contract is canceled after the Free Look period, the unearned Contract purchase price will be refunded calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars and less any claims paid. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

We may cancel this Contract based on one or more of the following reasons: (1) Your Vehicle's odometer is disconnected or altered; (2) Your Vehicle is used in a manner not covered by this Contract; (3) The contract purchase price is not paid; or (4) Your Vehicle has been altered beyond manufacturer's specifications. If We cancel this contract during the Free Look Period, the entire Contract purchase price will be refunded, less and administrative fee of fifty (\$50) dollars. If We cancel the contract after the Free Look Period, the unearned Contract purchase price will be refunded calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, less and administrative fee of fifty (\$50) dollars. If this Contract is cancelled because Your Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund. If this Contract is cancelled because of a total loss of Your Vehicle, the lienholder or creditor will be the sole payee of the refund, unless you

provide the Administrator with proof that there is no lien or outstanding credit obligation against Your Vehicle.

All cancellation requests need to be submitted to the Selling Dealer. In most cases, if there is a refund due, the amount will be processed by the Selling Dealer.

### **XIII. CONTRACT HOLDER'S TRANSFER CONDITIONS:**

This Contract, while in force, may be transferred by You to the subsequent owner of the Vehicle for a fee of fifty dollars (\$50), payable to Us. The subsequent owner must also transfer the manufacturer's warranty, if available. Written evidence of all required maintenance services must be provided to Administrator upon transfer. Transfer is limited to an individual purchaser of the Vehicle (not a Dealer) and the title may not pass through a Dealer. All terms and conditions of the original Contract will apply to the transferee. Approval of transfers is at the discretion of the Administrator and may be declined for any reason.

Submission of a Transfer Application must be completed within thirty (30) days of the sale or transfer of the Vehicle to the subsequent owner. The Transfer Application may be obtained from the selling Administrator, or the Dealership. Refer to Special State Requirements for any exceptions or additional requirements in relation to the transfer of this Contract.

### **XIV. RENEWABILITY:**

This Contract may be replaced upon expiration in accordance with the guidelines outlined herein. The request for replacement must be made at least 30 days and 1,000 miles prior to the Expiration Date and Mileage of this Contract in order to qualify for a replacement contract. The Vehicle must meet the then current underwriting guidelines relative to the Vehicle eligibility and coverage availability. A full mechanical inspection of the Vehicle may be required. If all the above criteria are met, We may issue a replacement contract. A replacement contract may be issued subject to the payment of the amount due on the type of Vehicle being covered, for the coverage purchased, pursuant to the then current rates and guidelines.

### **XV. DISPUTES: REQUEST FOR RECONSIDERATION**

If You believe We have improperly denied a claim, You should first, before commencing legal action, submit a written request for reconsideration by email to [complaints@oxcarecare.com](mailto:complaints@oxcarecare.com) or via first-class mail to EGV Companies, Inc. 50 N Laura Street, Suite 2500, Jacksonville, FL 32202. Please include Your full name and Contract number, a brief description of why You believe the claim was improperly denied, and any other information or documentation You believe is relevant to the claim. Please allow Us seventy-two (72) business hours from the time of receipt to respond.

### **XVI. ARBITRATION:**

This Contract requires binding arbitration if there is an unresolved dispute between You and Us concerning the Contract (including the cost of, lack of or actual repair or replacement arising from a Breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Contract by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, You must make a written demand to seek arbitration at the following address:

EGV Companies, Inc.

50 N. Laura Street, Suite 2500, Jacksonville, FL 32202

This demand must be made within one (1) year of the earlier of the date the Breakdown occurred, or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Contract. The laws of the state of Florida (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Contract and all transactions contemplated by the Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of the Contract.

## **XVII. SPECIAL STATE REQUIREMENTS:**

These special state requirements apply if Your Contract was delivered in one of the following states and supersedes any other provisions herein to the contrary:

No Special State Requirements.

### **EGV COMPANIES, INC. PRIVACY POLICY:**

The Gramm-Leach Bliley (GLB) Act, which deals in part with how financial institutions treat nonpublic financial information ("information"). EGV Companies, Inc. is committed to maintaining the trust of our customers. We maintain that trust by keeping information about our customers in a secure environment and using that information in conformance with this policy. This policy outlines the types of information EGV Companies, Inc. collects and the kinds of companies with whom we may share such information. These examples are illustrative only. In addition, Contract Holder may have other privacy protection under state law. EGV Companies, Inc. will comply with applicable state law regarding information about Agreement Holder. EGV Companies, Inc. reserves the right to modify or supplement this policy at any time. If we make any changes, we will provide current customers with a revised notice.

### **INFORMATION EVG COMPANIES, INC. MAY COLLECT:**

- Information EVG Companies, Inc. receives from Contract Holder, or is provided to Us on Contract Holder's behalf, on applications and other forms, such as Contract Holder's name, address, telephone number, lender's name, finance agreement term and Vehicle information.
- Information about Contract Holder's transactions with EVG Companies, Inc. our affiliates, or others.
- Information will be provided as EVG Companies, Inc. deems appropriate to determine eligibility, to process claims, as authorized by Contract Holder, or as otherwise permitted or required by law. **INFORMATION EVG COMPANIES, INC. MAY DISCLOSE, TO WHOM WE MAY DISCLOSE, DISCLOSURES PERMITTED BY LAW, AND DISCLOSURES FOR JOINT MARKETING AND SERVICING.**
- EVG Companies, Inc. restricts access to the information to authorized individuals who need to know this information to provide service and products to Contract Holder, or to administer Contract Holder's account. EVG Companies, Inc. uses physical, electronic and procedural security measures designed to protect our customer information. We also train our employees about the meaning and requirements of EVG Companies, Inc. policy for information security and confidentiality.
- EVG Companies, Inc. does not disclose this information about current customers or any former customers to anyone, except as permitted by law.
- The law permits EVG Companies, Inc. to share this information with our affiliates and other affiliated service providers.
- The law also permits EVG Companies, Inc. to share information with companies that perform marketing services for Endurance Dealer Services, LLC, or other institutions that have joint marketing agreements with EVG Companies, Inc., such as where Contract Holder purchased the Vehicle and applied for the EVG Companies, Inc. Vehicle Service Agreement. Agreement Holder does not need to do anything as a result of this notice. It is meant to inform Contract Holder of how EVG Companies, Inc. collects, shares, and safeguards Contract Holder's nonpublic financial information, and is not a part of the Contract.