



MEMBERSHIP TERMS & CONDITIONS

This is not an Automobile Liability or Automobile Physical Damage insurance contract.

These Membership Terms & Conditions describe the Membership benefits and services You will have under Your CT Auto Club Drive America Basic Membership (“**Membership**”). Subject to all the terms of these Terms & Conditions, We agree with You as follows:

1. As a member (“**Member**,” “You” or “Your”) of CT Auto Club’s *Drive America Basic* program (“**Drive America Basic**” or “**Program**”), You will not be required to pay any sum, for all services and benefits available to You up to the per-occurrence limits indicated below. You are responsible for any non-covered expenses or any expenses over Your service or benefit limit.
2. All 24-Hour Emergency Roadside Assistance services for this Program are provided by CT Auto Club, administrative offices at 3410 Midcourt Rd, Ste 215, Carrollton, TX 75006. All entities are individually and collectively referred to as “**CT Auto Club**,” “**We**,” “**Us**” or “**Our**” throughout these Terms & Conditions. Services and benefits may vary to conform with the laws of Your state and restrictions may apply.
3. Your Membership begins on the Effective Date shown on Your Membership application and will continue for 60 days, unless cancelled (“**Membership Term**”) by either You or CT Auto Club in accordance with these Terms & Conditions (e.g., You may cancel this Membership at any time by calling **(1-800-289-1409)**, and We reserve the right to terminate or suspend Your access to any Program benefits or services by written notice – see General Provisions, Section D/(Cancellation) for more information). **Please note: This Membership is not transferrable.**
4. Covered Vehicle(s) must be operated for personal, not commercial, use. Specific vehicles covered, subject to the exclusions and limitations listed in Section A (3) below, are light passenger vehicles [e.g., automobiles, light-duty pick-up trucks (with a carrying capacity of up to 1.5 ton), mini-vans, and SUVs] that are less than twenty (20) years old or out of manufacture for less than ten (10) years and are not designed or modified for commercial or heavy-duty use.
5. All of the benefits and services provided are described herein and, unless otherwise noted, are applicable throughout the United States, the U.S. Virgin Islands, and Canada. **Note: There is a one (1) week waiting period after You enroll in the Program before the maximum seventy five dollars (\$75) per-occurrence for emergency roadside assistance service can be used.** During this waiting period, We can provide roadside assistance service to Your Covered Vehicle(s) using Our pre-negotiated commercial rates with CT Auto Club’s contracted service provider(s); however, You will be responsible for paying the service provider(s) directly in full for the service(s) received.
6. You have the right to submit a compliment or complaint on the Program by submitting a written letter to Our Customer Care Department at PO Box 660460, Dallas, TX 75266-0460; contacting a CT Auto Club representative by calling 1-800-289-1409; or emailing Us at Membership.Processing@driven-solutions.com.

MEMBERSHIP BENEFITS AND SERVICES

A. **24-HOUR EMERGENCY ROADSIDE ASSISTANCE (1-800-289-1409)** – Emergency Roadside Assistance is available for the Covered Vehicle(s) for Covered Emergencies as defined below, 24 hours a day, 365 days a year, throughout the United States, the U.S. Virgin Islands, Canada. You will only have to pay for any costs in excess of the seventy five dollars (**\$75.00**) per occurrence limit plus any non-covered costs. Just call TOLL-FREE 1-800-289-1409, and a service vehicle will be dispatched to Your location. Service provided must be a Covered Service under these Terms & Conditions as described below and will be provided to any driver of the Covered Vehicle. **Note:** The Covered Vehicle’s driver must be with the vehicle when the service provider arrives, unless it is unsafe to remain with the vehicle, as the provider cannot service an unattended vehicle. **IMPORTANT:** Covered Services are rendered as “emergency services” available only to a Covered Vehicle that is unable to proceed safely under its own power due to disablement as a result of unavoidable circumstances. Covered Services are not intended to be a substitute for regular vehicle maintenance or repair. **Note: Assistance obtained through any source other than CT Auto Club is not covered and is not reimbursable.** Your Membership must be active, and You must contact CT Auto Club’s 24-hour, toll-free number to have an authorized network service provider dispatched to assist You. **THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.**

1. The following are **Covered Emergencies/Covered Services**, subject to the seventy five dollars (**\$75.00**) per occurrence limitation. You will only have to pay for any costs in excess of the per occurrence limit plus any non-covered costs. (**Note: There is a one (1) week waiting period for new members to be eligible for road service benefits with a Maximum of two (2) incidents within a 60 day period. Only one (1) disablement for the same type of Covered Service during any continuous seven (7) day period will be accepted.**)
 - (a.) **Towing Assistance** – When towing is necessary, the Covered Vehicle will be towed to the nearest service facility.
 - (b.) **Battery Service** – If a battery failure occurs, a jump-start will be applied to start the Covered Vehicle.
 - (c.) **Flat Tire Assistance** – Service consists of the removal of the Covered Vehicle’s flat tire and its replacement with the usable spare tire located with the vehicle.
 - (d.) **Fuel, Oil, Fluid and Water Delivery Service** – An emergency supply of fuel, oil, fluid and water will be delivered if the Covered Vehicle is in immediate need. You must pay for the fuel or other fluid when it is delivered.
 - (e.) **Lock-out Assistance** – If the Covered Vehicle’s keys are lost or locked inside of the vehicle, We will provide assistance to the Covered Vehicle’s driver in gaining entry to the vehicle.

2. **The following items are not included as part of the 24-Hour Emergency Roadside Assistance benefit:** Cost of parts, replacement keys, fluids, fuel, lubricants, cost of installation of products, material, and additional labor relating to towing. Any and all taxes, tolls or fines. Tire Repair. Motorcycles, trucks over one-and-one half (1.5) ton capacity, vehicles over 20 years old or out of manufacture for 10 years or more, taxicabs, limousines, or other commercial or delivery vehicles. Recreational vehicles (including self-motorized RVs), camping trailers, travel trailers, or any vehicles in tow. Damage or disablement due to flood, fire, or vandalism. Towing from or repair work performed at a service station, garage or repair shop. Towing or service on a Covered Vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced. Non-emergency towing or other non-emergency service(s) as "emergency services" are defined in Section A above (e.g., non-emergency mounting or removing of any tires, snow tires, or chains). Shoveling snow from around the Covered Vehicle. Towing by other than a towing company, service station or garage duly licensed according to the applicable laws of Your state; Covered Vehicle storage charges; a second tow for the same disablement. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of Your Covered Vehicle(s) in the commission of a felony. Repeated service calls for a Covered Vehicle in need of routine maintenance or repair. Services received independently from CT Auto Club without prior authorization from CT Auto Club. **THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT PROGRAM.**

B. **Vehicle Return Benefit (1-800-245-8976)** – Enjoy peace of mind and greater security knowing you can: return your vehicle, free yourself from payments, positively eliminate your loan and protect your credit. In the event you become involuntarily unemployed through no fault of your own, you are eligible for a \$5000 benefit toward a shortfall that may exist as a result of your existing lease or finance contract with your lender should you choose to return your vehicle.

Please contact 1-800-245-8976 for a complete program description or instructions on how to file a claim.

GENERAL PROVISIONS

A. **CHANGE OF YOUR PERSONAL INFORMATION** – If there are changes to Your personal information, including name, address, telephone number, or e-mail address, please notify Us so that We may keep Your Membership active and send You information that may affect Your Membership.

B. **PROGRAM BENEFITS AND DUES** – We may decide to offer additional benefits and services for this Program in the future. If so, We will send You, at Your address in Our membership records, at least thirty (30) days' advance written notice of any changes to benefits or dues for this Membership along with new Terms & Conditions. Any such change will take effect the calendar month following expiration of the thirty (30) days' advance notice given You.

C. CANCELLATION

1. **Cancellation by You:** As a Member of the Program, You may cancel Your Membership at any time by calling US at **(1-800-289-1409 Option 2)**.

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

3. **Our Written Notice and Effects of Termination:** Any written notice sent by Us to You will be sent to Your address in Our membership records and will indicate the reason for such action. Your Membership benefits will end on the date You are no longer a member of CT Auto Club in accordance with the time frames above.

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



Staley Cash, President
CT Auto Club

(Please see the following page for CT Auto Club locations, contact information)

HOME OFFICE: CT Auto Club, 3410 Midcourt Road, Ste 215, Carrollton TX 75006 (1-800-289-1409)

List of Offices:

California

818 West Seventh St. 2nd FL
Los Angeles, CA 90017

New Mexico

125 East Marcy, Ste 201
Santa Fe, NM 87501

Nevada

6100 Neil Rd, Ste 500
Reno, NV 89511

Oklahoma

120 North Robinson, Ste 735 W
Oklahoma City, OK 73102

Texas - Corporate

3410 Midcourt, Ste 215
Carrollton, TX 75006

Wisconsin

8040 Excelsior Dr., Ste 102
Madison, WI 53717

Kansas

515 S Kansas Ave
Topeka, KS 66603

Wyoming

1720 Carey Ave, Ste. 200
Cheyenne, WY 82001

PLEASE DIRECT ALL INQUIRIES AND COMMUNICATIONS TO:

CT Auto Club
PO Box 660460
Dallas TX 75266-0460

For 24-Hour Toll-Free Emergency Roadside Assistance: Call 1-800-289-1409

The following disclaimers apply to this agreement:

THIS IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE CONTRACT, AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAWS.

NOTICE TO WISCONSIN AND UTAH RESIDENTS

Renewals on Altered Terms or Non-renewal of your auto club membership; Cancellation for non-payment 60 days prior to the renewal of your auto club membership, we will mail written notice to you explaining any changes in benefits or increase in membership fees (unless the fee increase is less than 25%). Any changes to your contract will not take effect until 60 days after notice to you is given.

If we decide not to renew your membership, your benefits and services will continue until 60 days following your written notification of non-renewal.

Should you fail to pay your motor club membership fee, we will notify you in writing that your benefits will be suspended 10 days following such notification.

**NOTICE TO WISCONSIN RESIDENTS
KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS
PROBLEMS WITH YOUR INSURANCE?**

Problems With Insurance? If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the OFFICE OF THE COMMISSIONER OF INSURANCE by contacting:

**Office of the Commissioner of Insurance
Complaints Department
P. O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 or 608-266-0103**

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

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

Notice for Mississippi Residents: This membership may be canceled at any time by providing written notice thereof by either the club or the member, and that the member will, if the dues or membership fee has been paid thereupon, be entitled to a refund of the unused portion of the consideration paid for such contract, calculated on a pro rata basis over the period of the contract, without any deductions, provided that USAC/MD, Inc. may make a reasonable minimum charge. **Notice to Oklahoma, Montana, Wyoming, Massachusetts, & Nevada Residents:** This membership may be canceled at any time by either USAC/MD, Inc. or by Member. Upon cancellation, Member will be entitled to the unused portion of the membership fee paid, calculated on a pro rata basis without any deductions