

## Important! Please read and understand your contract.

**COVERED PERSON(S):** Benefits under this contract will be payable to and on behalf of the CONTRACT HOLDER named above and that person's spouse, and other persons living at the same residence as the CONTRACT HOLDER, and only for the vehicle(s) listed on the attached certificate. For verification purposes, all resident drivers making a claim must submit a copy of the current driver's license issued prior to the loss showing an address identical to the address of the CONTRACT HOLDER. Your benefits apply anywhere in the continental United States of America, Hawaii and Alaska. All of the benefits under this contract will be paid on a reimbursement basis. In other words, you pay the charge, then call us and we will send you a claims checklist which you return to us along with the original customer copy of the bill made to you or your spouse. We will then send your claim check directly to your home.

**VEHICLE ELIGIBILITY** — The following vehicles are eligible for coverage under this certificate if listed on the face of this contract: 1) Four wheel private passenger vehicles or motorcycle designed for on-road use and not used as a public livery conveyance. 2) Pickup trucks and light utility vehicles with a gross vehicle weight under 10,000 lbs. and a load capacity less than one (1) ton and not used in business.

**PERSON(S) ELIGIBLE FOR BENEFITS — BASIC CONTRACT:** Whenever the contract refers to YOU or YOUR or YOURS or a Covered Person, it is referring to the one person named in the contract and to any person that resides within the residence of the contract holder and who holds a valid driver's license issued prior to the date of loss showing an address identical to the contract holder's address. Whenever the contract refers to WE, US or OURS, it is referring to The Towing & Rental Group, Inc. (T&R). In order to keep this contract affordable, there are limitations and conditions. You should read the entire contract so you understand exactly how to help us serve your needs and quickly pay your claim.

**TOWING SERVICE — HERE IS WHAT WE DO:** If the car, or one of the cars, listed on this certificate is involved in 1) an accident while being driven by a Covered Person, or, 2) it is mechanically disabled, (not merely stuck in sand, snow or mud, for example), we will pay for the reasonable and customary cost of commercial towing, up to the limit shown on the front of this contract, to the closest available repair facility, which, in our sole opinion, competent repairs can be made to the vehicle. When we say "per occurrence," we mean per occurrence of mechanical breakdown. Thus, if your car has a carburetor problem, for example, that breakdown is an occurrence. We will only pay for that occurrence once - regardless of how often your car requires towing because of the same carburetor malfunction. If, however, your vehicle has a carburetor malfunction one month, an electrical problem the next and a transmission problem on the third month, that would be three different occurrences and we would pay all three tow bills subject only to the aggregate limit on this contract.

**HERE IS WHAT YOU MUST DO:** You must report any towing claim to us within 30 days of the date your car was towed and comply with all claim procedures required by us including sending us the original customer copy (photocopies are not acceptable) of the towing bill from any licensed commercial tow facility or automotive repair facility and any other supporting documentation that we require. The towing bill must be in your name and must clearly show the car, or one of the cars, listed on this certificate as the car that was towed, the number of miles towed and the reason for the tow.

**HERE IS WHAT WE WILL NOT DO:** We will not pay towing or impoundment charges resulting from illegal parking or police order or if the driver of the vehicle was arrested at the scene of the tow for any reason other than a misdemeanor traffic violation. We will not pay for that portion of any tow bill in excess of what we deem reasonable and customary for similar services in your area, nor any surcharge added to a tow bill by a body shop or repair facility. Once we pay a tow claim, a period of not less than 30 days must elapse from the occurrence of the first tow to the occurrence of the next tow before you again become eligible for benefits. We will not pay tow bills if the car, or one of the cars, listed in this certificate is involved in an accident deemed to be the fault of another driver/automobile with valid and collectible PD liability insurance. In such an instance, the at-fault driver is responsible for your towing and you must make claim against his/her property damage insurance. To make such a claim, contact the other insurance agent or insurance company, explain that you have a towing bill as a result of the accident and that you wish it paid. If they refuse, have them put their refusal in writing and mail that refusal to us along with any other paperwork our claims office states is necessary to process and evaluate your claim. We will not pay a towing claim resulting from an accident or traffic stop in which a person covered under this contract was charged with any violation of the motor vehicle law while under the influence of alcohol, narcotic or psychedelic drugs or "open container laws" or while operating a vehicle without a valid operator's permit.

**EMERGENCY ROAD SERVICE/LOCKSMITH — HERE IS WHAT WE DO:** If your car becomes unable to proceed safely on its own, we will pay for certain Emergency Road Service labor performed at the scene of disablement, according to the following schedule:

<b>ROADSIDE EMERGENCY SERVICE</b>	Up to limit shown on the Certificate
<b>LOCKSMITH SERVICE</b>	Up to limit shown on the Certificate

Once we pay an Emergency Road Service claim, a period of not less than 30 days must elapse from the occurrence of the first claim to the occurrence of the next Emergency Road Service before you again become eligible for benefits.

**HERE IS WHAT YOU MUST DO:** You must report any claim to us within 30 days of the date you incurred the expense. You must comply with all claim procedures including sending us the original customer copy (photocopies are not acceptable) of the service bill from any licensed commercial tow, automobile repair or locksmith facility along with any other supporting documentation that we require. The service bill must be in the name of you or your spouse and must clearly show one of the cars, listed on this certificate, as well as the nature of the service performed. If the service bill is for parts as well as labor, the bill must clearly break down the charges.

**HERE IS WHAT WE WILL NOT DO:** We will not pay for any charges, such as necessary parts or fuel, other than labor performed at the scene of disablement. For example, if your car is inoperable because of a clogged fuel filter, we will pay for the roadside service to replace the fuel filter, but not the filter itself. We will not pay for labor performed on the premises of any commercial tow, automobile repair or locksmith facility.

**SUPPLEMENTAL EMERGENCY TRANSPORTATION (RENTAL)** — This contract is designed to be as affordable and comprehensive as we could make it, however, not every imaginable situation will trigger benefits under this coverage, nor will every day of your loss of use likely be covered. Your contract provides Emergency Transportation Expense for the most common types of vehicle accidents but not on others that are less likely. In this way, we can provide you with the best possible benefit on those accidents in which you are most likely to be involved. For comparison, while your benefits may have some limitations — none of the other major national motor clubs provide ANY Emergency Transportation (Rental) Benefit.

**HERE IS WHAT WE DO:** Accident: After the first full day of rental, we will pay the reasonable cost of an economy rental car up to a maximum of (See Certificate) per day up to the number of days shown on the face of this contract. (One day rental deductible) Once we pay an Emergency Transportation claim, a period of not less than 60 days must elapse from the occurrence of the first claim to the occurrence of the next Emergency Transportation claim before you again become eligible for benefits.

**When:** In the event of a collision between a vehicles listed in this certificate while being driven by a Covered Person and another vehicle, person, animal or object where the actual collision takes place on a public roadway and reported by a Covered Person to the police within 24 hours of the accident. When we say "objects," we mean, for example, road repair equipment, tire debris or trash left intentionally or unintentionally on the roadway.

**How many days:** We pay only while, and if, the vehicle is actually being repaired. This may be less than the actual time it takes to get your car back into service. We may use more than one method to determine the number of days you are eligible for rental, but we will use the adjuster's labor time estimate, when available, and/or body shop repair bill. When we calculate your rental using the time estimate/repair bill, we will pay you one (1) day of rental for every five (5) hours of labor time that it takes to repair your car plus one (1) day extra for paint drying when applicable. The maximum number of days we pay for any one covered accident is the number of days shown on the Certificate attached to this contract. In the event any insurance company declares the car a constructive total loss ("total"), or for any reason the vehicle is not repaired, then, in lieu of any other Emergency Transportation (rental) benefit provided under this contract, we will reimburse up to \$15.00 per day for up to three (3) days or the maximum days shown on the Certificate attached to this contract — whichever is lowest.

**Why this is the fairest method:** The time to order parts for different vehicles varies widely. Also, some body shops may take twice as long as other to complete repairs. Our method assures that all contract holders receive equal and fair benefits, regardless of other variables, at an affordable cost.

**HERE IS WHAT YOU MUST DO:** You must report any claim for Emergency Transportation to us as soon as possible, but in no event longer than 60 days from the date of the accident. You must comply with all of the claim procedures required by us including sending us 1) the original customer copy (photocopies are not acceptable) of the rental bill from a licensed commercial rental facility, 2) a copy of a police report signed by the investigating officer showing the details of the accident, (driver information exchange sheet is not acceptable), 3) a true and complete copy of the auto body shop repair bill, and 4) our completed claim form (which we will supply you when you call to report the claim) along with any other documentation we require. The rental bill must be in the name of you or your spouse and must clearly show 1) the exact dates that the car was taken and returned to the rental company, 2) the exact cost per day or week for the period you rented the car.

**HERE IS WHAT WE WILL NOT DO:** We will not pay any claim for Emergency Transportation resulting from damage to your car from any off-road collision with a vehicle, animal or object (including objects that are part of the permanent construction of the roadway such as guardrails, light poles, bridge supports or traffic signs, trees, shrubs, grass on the median or off the shoulder of the highway, pot holes, ditches, culverts, canals or the surface of the roadway itself) unless the police report shows that the direct and proximate cause of the collision was an initial collision with an vehicle, animal or object occupying the roadway. We will not pay any claim resulting from damage to your car while it was parked or while it was not actually being operated by a Covered Person. We will not pay for any additional charges on your rental contract other than the pure cost of an economy rental car. For example, we do not pay for fuel charges, collision damage waiver or sales tax or up charges for youthful operators.

We will not pay any claim for Emergency Transportation during any idle or storage period while you are waiting for an insurance company adjuster or while your body shop is waiting for parts prior to beginning work on your vehicle or for any period other than while your vehicle is actually being repaired. We will not pay for Emergency Transportation resulting from your car simply running off or sliding off the road or required because your car has a mechanical breakdown, catches fire, is damaged by vandals or for any other reason other than a bona fide collision accident with another vehicle, object or animal occupying the roadway while being driven by a Covered Person on a public thoroughfare. We will not pay emergency transportation if the rental bill is in any name other than you or your spouse, unless, because you do not have a credit card or for some other reason we deem acceptable, you call us and obtain written permission to do so BEFORE YOU RENT THE CAR! If we grant permission, it will still be necessary for your name or the name of your spouse to be shown as an ADDITIONAL OPERATOR on the rental bill. We will not pay emergency transportation if one of the cars, listed on this Certificate is involved in an accident deemed to be the fault of another driver/automobile with valid and collectible property damage liability insurance. In such an instance, the at-fault driver is responsible for the cost of renting emergency transportation. You must make claim against his/her liability insurance. To make such a claim, contact the other insurance agent or insurance company, explain that you have a rental bill as a result of the accident and that you wish it paid. If they refuse, have them put their refusal in writing and mail that refusal to us along with any other paperwork our claims office states is necessary to process and evaluate your claim. If we pay a claim, where the cause (fault) of the claim was someone other than you or your spouse, you agree to assign any right of recovery you may have against the other party (in writing if we ask you to do so) and cooperate fully with us in any efforts we make to collect from the at-fault party as a condition of us paying your claim. We will not pay emergency transportation expense resulting from an accident in which a person covered under this contract was charged with any violation of the motor vehicle law while under the influence of alcohol, narcotic or psychedelic drugs or "open container laws," while operating a vehicle without a valid operator's permit, if you were charged with leaving the scene of an accident, or if the vehicle was being used in the commission of a crime (other than a minor traffic violation) at the time of the accident.

**AUTOMATED CUSTOM TRIP ROUTING — HERE IS WHAT WE DO:** At no cost to you, we will computer generate and mail to you a custom trip routing between any two points in the continental United States, including detailed route instructions. Normally, we will mail to you the same day.

**HERE IS WHAT YOU MUST DO:** Simply call us on our national toll-free claims number and provide us the details of your trip. You agree to hold us harmless for any damages or losses you may incur using this data.

**HERE IS WHAT WE WILL NOT DO:** Although we wish to provide this service without reasonable limitation, we do reserve the right to limit this service to you if, in our sole opinion, your use of this service becomes excessive or unreasonable. We assume no responsibility for the accuracy of any routing supplied under this service.

**EMERGENCY LIVING EXPENSE — HERE IS WHAT WE DO:** If one of the cars, listed on this certificate is involved in an accident with another car or object while being driven by you or a covered driver and the accident is more than 300 miles from your home address and reported to police within 24 hours, we will pay up to (see certificate) per day for the room and board of you and/or your spouse while the car is being repaired up to a maximum of (see certificate.)

**HERE IS WHAT YOU MUST DO:** You must report any to us within 30 days of the date of the accident and comply with all claim procedures required by us including sending us the ORIGINAL CUSTOMER COPY of all bills for either lodging or food for which you are claiming and send us an original copy (the original copy they gave you) of the police report signed by the investigating officer describing the accident.

**HERE IS WHAT WE WILL NOT DO:** We will not pay emergency living expense resulting from any accident in which any person other than a covered driver was driving the car, or one of the cars, listed in this certificate, nor will we pay if you or your spouse are involved in an accident driving or riding in a car other than the car, or one of the cars, listed in this certificate or if your car is stolen or vandalized or suffers a mechanical breakdown without an accident or if your claim resulted from an accident in which the driver of your vehicle was charged with any violation of the motor vehicle law while under the influence of alcohol, narcotic or psychedelic drugs or "open container laws" or while operating a vehicle without a valid operator's permit.

**THEFT & HIT & RUN — HERE IS WHAT WE DO:** We will pay up to a \$1000.00 reward to any person(s) other than you, your spouse or any of your relatives or residents of your household for information substantially essential for and leading to the arrest and criminal conviction of anyone 1) stealing the entire car or one of the cars listed in this certificate or, 2) causing hit and run property damage, reported to police within 24 hours, of at least \$1000.00 to the car, or one of the cars, listed in this certificate. The maximum reward payable to any one person is \$100.00. To qualify, it must be shown that the arrest and conviction would not have been possible without the information provided and the information must be given directly to a law enforcement agency by the person(s) claiming the reward.

**HERE IS WHAT YOU MUST DO:** Anyone who believes that they are eligible to claim the reward must present substantiating documentation, satisfactory to us, within 30 days of the criminal conviction of the individual for whom they provided the information on the hit & run or auto theft charges.

**HERE IS WHAT WE WILL NOT DO:** We will not pay this reward to 1) the contract holder or any relatives thereof, 2) anyone who has any financial interest in the car, or, 3) a law enforcement officer or one who is employed by a law enforcement agency or security company. We will not pay more than a \$1000 reward on this certificate regardless of the number of cars listed or the number of thefts or hit & runs that may occur during the contract period.

**GENERAL CONDITIONS AND EXCLUSIONS — AGRREGATE LIMITS:** The maximum amount that we will pay for any one claim or any combination of claims per contract periods is as follows: ONE YEAR TERM: \$500.00; SIX MONTH TERM: \$250.00, but this aggregate limit shall not limit the amount to be paid under THEFT & HIT & RUN PROTECTION. On any benefit where we require an original customer copy of an invoice in order to reimburse, credit card receipts not showing the reason for the charges are not acceptable. We will not pay any claim resulting directly or indirectly from the car, or one of the cars, listed on the certificate being driven off-road, or being driven in any speed, performance or road rally context. We will not pay for any claim under this agreement which, in our opinion, appears to be false or fraudulent and/or not for the service claims or rendered. We will not pay for any claims under this agreement for which the event that caused the expense happened before the effective date of this agreement or after the expiration date of this agreement. In the event that any portion of this agreement is adjudged in violation or, contrary to the laws of any state in which it was issued, then that portion of this agreement shall be deemed null and void, but the remainder of this agreement shall remain in full force. This written agreement is the entire agreement between you and us, and no Broker or person has any authority to modify or extend any of the benefits, conditions or exclusions contained herein. This contract does not automatically renew. On expiration it must be rewritten by your broker. If you wish to renew this contract and the agency, person or organization that sold you this contract is not available, contact us and we will find you another broker to service your contract. You agree to familiarize yourself with the expiration date of the contract and to contact this company of your broker if you wish to renew. All benefits under this contract that do not directly coordinate with collectable auto insurance benefits shall be excess over those benefits and at no time will the sum of any of those benefits and the benefits paid under this contract exceed what would have been paid under this contract alone.

**Venue:** You agree that venue for legal disputes between you and us, if any, shall be Palm Beach County, Florida regardless of where this contract may have been purchased or where you may reside. All parties to this contract agree that the right to contest the payment or denial of any claim or portion thereof shall end after the passing of 180 days from the date of the payment or denial of said claim. WE WILL PROSECUTE TO THE FULLEST EXTENT OF THE LAW ANY INDIVIDUAL OR COMPANY ATTEMPTING TO DEFRAUD THIS COMPANY.

**Accordance with Law:** When a provision of this contract is in conflict with applicable law of the state in which this contract is issued, the law of the state will apply and all other provisions, conditions and exclusions of this contract remain in full force.

**IF YOU CANCEL:** As long as you have not made a claim for benefits, you may cancel this agreement any time during the first thirty (30) days without charge. At any other time you may cancel this agreement and we will return 80% of your pro-rata unused contract fee. You must cancel this contract by returning it to the person, agency or organization where you purchased it and signing a written request for cancellation. If for any reason, the person, agency or organization from which you purchased this contract is not available and you desire to cancel this contract, you may cancel direct with us by mailing a signed and written request to cancel stating clearly the date you wish the contract cancelled and the reason for cancellation. WHEN CANCELLING DIRECT WITH US, RATHER THAN THROUGH THE PERSON, AGENCY OR ORGANIZATION WHO SOLD YOU THE AGREEMENT, YOU AGREE TO ACCEPT 80% OF PRO-RATA UNEARNED CONTACT FEE NET OF ANY COMMISSION THAT MAY HAVE BEEN RETAINED BY THE SELLER. We will cancel effective the date of your written notice provided that we receive your request for cancellation with ten (10) days from the date of your request. Otherwise, we will cancel effective the date your request is received in our office.

**IF WE CANCEL:** We may cancel (or decline to renew if a renewal request has been submitted) this agreement at any time for any reason by sending written notice of that cancellation to the agency, person or organization who sold you this agreement, and you agree it will be their responsibility to, in turn, notify you. We will return your pro-rata unused contract fee via the agency, person or organization who sold you this contract for whatever period is remaining in this contract on the date we cancel. Our cancellation date will always be ten (10) days from the date we mail our notice of cancellation. Our maximum liability to you on any agreement that we cancel will be the pro-rata unearned contract fee less the sales commission (if any) charged by the agency, person or organization that sold you this agreement.

**THIS CONTRACT IS NOT AN INSURANCE POLICY AND DOES NOT MEET THE FINANCIAL RESPONSIBILITY REQUIREMENTS OF ANY STATE OR TERRITORY.**



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