

### Westlake™ Roadside Assistance Membership Plan Benefits

As a Member of Westlake™ Roadside Assistance, all emergency roadside assistance benefits are available to you up to the \$100.00 per occurrence benefit limit without any additional payments. Members are responsible for any non-covered expenses over the per occurrence limit. Each Covered Vehicle will be permitted an aggregate (total) of benefit occurrences that are covered by the Plan of up to eight (8) covered occurrences per twelve (12) month membership term. Your membership will begin on the date shown on your membership card and continue until either you or we cancel your membership. This membership is not transferable.

Your Westlake™ Roadside Assistance program can be purchased in an annual or monthly membership term. All memberships renew automatically either annually or monthly and are conveniently billed to the billing mechanism/account you provided.

All Westlake™ Roadside Assistance Service(s) are provided by Auto Knight Motor Club Inc., referred to in this document as “Administrator/Obligor”, a wholly owned subsidiary of Fortegra Financial™ with administrative offices at 43100 Cook Street, Suite 200, Palm Desert, CA 92211. In the event that service is not obtainable through Administrator, upon your written request you may receive a refund of payments made for services received independently according to the coverage limits outlined in this Agreement. You must first contact Administrator for authorization to obtain independent services. You have the right to file a compliment or complaint by submitting a written letter to our Membership Department at 43100 Cook Street, Suite 200, Palm Desert, CA 92211; contacting a representative by calling toll-free 1-888-983-3585.

All of the emergency Roadside Assistance benefits of your membership are described herein and are applicable throughout the United States and Canada 24 hours a day, 365 days a year. However, it is important that you understand this is a Motor Club Membership, and: (1) except in Wisconsin, this is not an automobile liability insurance contract and (2) This is not an automobile liability or physical damage insurance contract.

The following Service(s) are covered emergency roadside assistance benefits, subject to the \$100.00 per occurrence limitation and the aggregate covered occurrences limitation:

- (1) Towing Assistance – When towing is necessary, the Covered Disabled Vehicle will be towed up to 25 (unloaded/loaded) miles to the nearest qualified service facility.
- (2) Battery Service – If a battery failure occurs, a jump start will be applied to start the Covered Vehicle.
- (3) Flat Tire Assistance – Service consists of the removal of the Covered Vehicle’s flat tire and its replacement with the inflated spare tire; if no spare is available, vehicle will be towed to nearest service facility (under the limits of the towing benefit).
- (4) Emergency Fluid Delivery Service – An emergency supply of up to three (3) gallons of gasoline, oil, fluid and water will be delivered to the Covered Member if the Covered Vehicle is in an immediate need. Member must pay for the fuel or other fluid when it is delivered.
- (5) Lock-Out Assistance – If the Covered Member’s keys are locked inside the Covered Vehicle, Administrator will provide for assistance gaining entry to the vehicle.
- (6) Mechanical First Aid – Any service requiring a minor adjustment, exclusive of parts, to enable a disabled schedule vehicle to proceed under its own power (where available)
- (7) Extrication/Winching – Auto Knight will provide one truck and 1/2 hour of labor to dislodge the customer’s scheduled vehicle from sand, curbs, snow, railroad tracks etc. The vehicle must not be more than 15 feet from a regularly maintained roadway.

### Motor Club Terms and Conditions:

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

- (1) Membership benefits extend to the Covered Vehicle(s) only. “Covered Vehicle(s)” is defined as the enrolled vehicle(s) registered with Administrator.
- (2) Important: A Covered Member must be with the Covered Vehicle when the service provider arrives, as they cannot service an unattended vehicle; You will be charged a service fee for any unattended service attempts. “Member(s), You, Your I, We” is defined as the person(s) registered as a member of Westlake™ Roadside Assistance.
- (3) Service provided must be a covered benefit under the terms and conditions of this Agreement. To obtain service just call TOLL FREE 1-888-983-3585 to speak to a dispatcher who will dispatch a service vehicle for a covered emergency. “Service(s)” is defined as items 1-5 under the covered emergency roadside assistance benefits above. Note: Any Service obtained through any source other than Administrator is not covered and is not reimbursable. In the event that Administrator is unable to provide service, upon your written request you will be authorized by Administrator to obtain service from another service provider. In this event, you will be reimbursed for any payments made for authorized covered service(s) up to the specified benefit limits. Otherwise, service secured through any source other than Administrator will not be reimbursed.
- (4) Your membership Plan must be active, and you must contact Administrator directly for service at 1-888-983-3585. “Plan” is defined as the agreement between You and Auto Knight Motor Club Inc.
- (5) The following items are not included as part of the Motor Club Membership Plan Benefits: (i) Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the Covered Member’s use of the Covered Vehicle in the commission of a felony. (ii) Cost of parts, replacement keys, fluids, lubricants, or cost of fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. (iii) Any service available through a valid manufacturer’s warranty or service. Non-emergency mounting or removing of snow tires or chains or shoveling snow from around a vehicle. (iv) Motorcycles, trucks over one and a half ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. (v) Any and all taxes or fines. Damage or disablement due to fire, flood or vandalism. (vi) Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service station or garage; vehicle storage charges; a second tow, or other benefit related to the same occurrence. (vii) Service on a vehicle that is not in a safe condition to be towed or serviced that may result in damage to the vehicle if towed or serviced. (viii) 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. (ix) Towing in the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. (x) Repeated service calls for a Covered Vehicle in need of routine maintenance or repair. Only one disablement for the same service type during any seven day period will be accepted. (xi) Services received independently from Administrator without prior authorization from Administrator. Only eight (8) covered occurrences are provided for each twelve (12) month membership term. THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

Cancellation: You or Administrator may cancel this Membership Plan at any time during the Membership Plan Term period by calling 1-888-983-3585 or by sending a written notification of such cancellation to the Membership Department at 43100 Cook Street, Suite 200, Palm Desert, CA 92211. You may cancel this Membership within thirty (30) days for a full refund of the purchase price paid, less any benefits paid for covered occurrences. After thirty (30) days, you may cancel this Membership for a pro-rata refund of the amount originally paid for the Membership, less any benefits paid for covered occurrences. Monthly memberships are not refundable, but will be cancelled after the end of your last paid month. Administrator reserves the right to cancel this Membership for the following reasons: Cancellation by Administrator for fraud or material misrepresentation on your part will be effective thirty (30) days after delivery or first-class mailing of a written notice to you. Cancellation by Administrator for non-payment of this Membership by you will be effective ten (10) days after delivery or first-class mailing of a written notice to you.

Change of Address or Contact Information: If there are changes to your personal information, including name, address or telephone number, please notify the agency that issued this Motor Club Membership Plan to you.

Custom Domestic Trip Routing Service, Hotel and Rental Discounts: Administrator will, upon request, furnish Members with information, maps and trip itineraries, please allow ten (10) business days advance notice for customized Trip Routing. Call 1-888-983-3585 (toll free). Members are eligible to receive savings when renting vehicles from AVIS Rental Car Company by calling 1-800-331-1212 and use discount I.D. Number G728200. Members can also take advantage of savings when making reservations at the following hotels across the country. It’s easy, simply call 800-364-6176 and use the Hotel Discount Number 60012 to make reservations at any of the hotels listed: Baymont Inn & Suites - Days Inn - Hawthorne Suites - Howard Johnson - Knights Inn - Microtel Inns & Suites - Ramada Worldwide Super 8 – Travelodge - Wingate by Wyndham – Wyndham Hotel Group. Discount codes for hotel and rent-a-car, are subject to change. Contact Customer Service for assistance.

**BINDING ARBITRATION AND WAIVER OF JURY TRIAL:** It is understood and agreed that the transaction evidenced by this contract takes place in and substantially affects interstate commerce. Any dispute, disagreement, or controversy, whether before or after the effective date of this contract, arising out of or related to this contract, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by BINDING ARBITRATION under the Federal Arbitration Act (“FAA”) in the county of residence of the Contract Owner, before three arbitrators. The arbitration shall be administered by the American Arbitration Association (the “AAA”) under its Commercial Rules, and where applicable, its Supplementary Procedures for the Resolution of Consumer-Related Disputes in effect at the time the arbitration is filed. If required in writing by the Member, Club will advise Member how to contact the AAA and how to obtain a copy of the Arbitration Rules without cost.