

# REPAIR ASSIST GENERAL CONDITIONS

## Declarations

Contract Holder Information		
Name	Phone	
Address		
City	State	Zip

  

Covered Vehicle		
Tag #:	State	Zip

There is a thirty (30) day waiting period after the Contract Purchase Date. During this thirty (30) day waiting period, you are not eligible for coverage. This service contract may not provide listing period coverage free of charge. Certain items and events are not covered by this Contract. Please refer to the exclusions listed on page 4 of this document for a list of covered and no covered items and events.

THIS IS NOT AN INSURANCE POLICY. THIS IS A SERVICE CONTRACT. THE PURCHASE OF THIS CONTRACT IS VOLUNTARY AND IS NOT REQUIRED IN ORDER TO PURCHASE OR OBTAIN FINANCING FOR THE COVERED PRODUCT

THIS SERVICE CONTRACT RENEWS AUTOMATICALLY AT THE END OF THE TERM OF THE CONTRACT. PLEASE SEE SECTION 8 CANCELLING OF YOUR CONTRACT FOR INFORMATION ON HOW TO CANCEL.

## 1. DEFINITIONS

- **Covered Vehicle:** Coverage is specific to the vehicle identified on the invoice (the “Covered Vehicle”) and will be provided to the vehicle owner, spouse and/or dependent children when driving the Covered Vehicle. Requests for roadside assistance will only be honored for Covered Vehicles under the Program.
- **Covered Vehicles exclude:** vehicles with a manufacturer’s load rating capacity greater than one ton. Any vehicle with a load capacity of one ton or greater designed for, built for or used in a private recreational or commercial application including but not limited to Class A (or Type A) Motor Homes and Class C (or Type C) Motor Homes. Any motorcycles. Any emergency service vehicle, any vehicle used for hire, towing, construction or postal service. Any vehicle used for farm, ranch, agriculture, or off-road use (off-road use is described as driving on anything that is not a paved or gravel road maintained by the state or local authority. If you need roadside assistance, please call our 24-Hour Roadside Assistance Program at (833) 604-0054 (toll-free).
- The total maximum reimbursement during any Coverage Period will under no circumstances exceed one hundred fifty (\$150.00) dollars per Covered Vehicle.

## 2. COVERED SERVICES:

**2.1 Repair Tech Assistance:** Call Our Repair Assist ASE-Certified Automotive Technician Team for their unbiased advice on your Covered Vehicle as often as You need (833) 604-0054. Your Repair Assist specialist will assist You with all Your basic auto repair questions, whether relating to vehicle servicing and maintenance schedules, manufacturers’ recall notices and technical service bulletins or just inquiries concerning what could be wrong with Your Covered Vehicle. Many members also call to discuss replacement or new parts pricing for items as varied as tires, GPS systems, etc. We’ll try to let Our knowledge and experience serve You whenever and wherever You need it.

**2.2 Repair Advocate Assistance:** Should Your Covered Vehicle experience a mechanical failure, call Us for technical assistance and a diagnosis of what issues may be afflicting Your vehicle. If repairs are necessary, Your Repair Assist specialist can still help by suggesting a qualified repair facility to assist You and, regardless of which facility You choose advocate on Your behalf. When an Repair Assist specialist performs a mechanical failure audit of Your Covered Vehicle and speaks with a service repair industry representative on Your behalf, three questions are of utmost importance: (a) Is Your Covered Vehicle being properly diagnosed? (b) Does the repair facility’s estimated cost to repair Your Covered Vehicle represent a fair price? and, (c) Is Your Covered Vehicle at the right type of facility given the nature of the repair? In order to take advantage of this valuable service, just give Your Membership card to the service advisor at the repair facility and ask them to call Us at (833) 604-0054 before beginning any repair work. Our Repair Assist specialist always approaches the repair facility representative in a positive and professional manner and, more importantly, as a colleague who knows the business as well as they do.

**2.3 Auto Repair Discount:** Your Repair Assist advocate may also help You save on the cost of necessary repairs to Your Covered Vehicle. You can save up to fifty percent (50%) [up to a maximum of five-hundred dollars (\$500.00) per occurrence and a total of one-thousand dollars (\$2,000.00) during any continuous twelve (12) month period while Your Membership is active] should Your Covered Vehicle become inoperable and require repairs: (a) at least thirty (30) days after Your Membership’s Effective Date, or (b) after one-thousand (1,000) miles have been added to Your Covered Vehicle’s Current Odometer Reading as recorded on Your Membership application, whichever comes first, subject to the following exclusions: Repairs because of loss or damage resulting from any cause other than normal use and operation of the eligible Covered Vehicle for which the Covered Vehicle was designed per the manufacturer’s guidelines; damage to or failure of a product used for commercial purposes; acts of God; fire, lightning, hail and wind; theft, collision, misuse, or abuse; repairs to upgrade or improve the Covered Vehicle; cleaning or

## GENERAL CONDITIONS FOR ASSISTANCE SERVICES

preventative maintenance required to maintain normal operation of the Covered Vehicle; any charges other than parts and labor; repairs for routine maintenance such as oil changes, fluid changes, tires, tire rotation, tire balancing or alignment; repairs made outside the United States, U.S. territories or possessions, or Canada; and repairs without prior authorization from IGS. Any IGS discount must be applied to amounts due the repair facility in excess of any other coverage available to You for the Covered Vehicle, which would include, but not be limited to: a manufacturer's warranty, extended warranty, automobile insurance, credit card benefit, etc. For assistance, please call Our Repair Assist Team toll-free at (833) 604-0054.

### 4. GENERAL CONDITIONS

**4.1 Activation Period:** YOUR INITIAL PAYMENT INCLUDES A THIRTY (30) DAY WAITING PERIOD BEFORE YOU ARE ELIGIBLE FOR COVERAGE UNDER THIS CONTRACT.

**4.2 Coverage Term and Pricing:** The Coverage Term begins on the Effective Date indicated on the Declaration Page and lasts continuously for the Term Duration described on the Declaration Page. The Purchase Price for this Contract is paid on a yearly basis and this Contract automatically renews on a year-to-year basis. Coverage under this Contract will continue and You authorize Administrator/Seller to charge for the amount specified on the Declaration Page each month until this Contract is cancelled, We have fulfilled Our obligations under this Contract in accordance with the Limitation of Liability, or We discontinue the monthly renewals. Your account must be current to receive service. We reserve the right to change the provisions of this Contract, including Purchase Price, for this Contract upon giving You at least a thirty (30) day written notice prior to the date of renewal.

### 5. MEMBER OBLIGATIONS

IGS will reimburse You any amounts, subject to the limits and conditions of this Contract, incurred for any Service Request for which IGS cannot identify, deploy or source a Service Provider. Reimbursement only applies where We have notified You that We cannot identify, deploy, or source, a Service Provider or in the case of emergency repairs as specified in Section 2.3. You must first incur expenses and provide receipts/invoices to Us before reimbursement is provided.

### 6. LIMITATION OF LIABILITY

6.1 We are not liable for any damages that result from a Service Provider's service, delay in providing service, or failure to provide service. We are not liable for any incidental, consequential, special, and/or punitive damages, costs, expenses, whether caused by negligence or any other cause, and you agree to waive any and all claims for such damages, arising from, resulting from or related to any Service Provider's service, delay in providing service or failure to provide service, including, but not limited to, damages, resulting from delays in securing parts and/or labor, the failure of any equipment used by a Service Provider, labor difficulties, and/or the negligent, tortious and/or unlawful acts or omissions of any Service Provider

### 7. CANCELLATION

7.1 Cancellation by You: You may cancel this Contract at any time by notifying Us in writing at INSERT ADDRESS OF ADMINISTRATOR. If You cancel this Contract before the end of the first thirty (30) days from the Effective Date ("free look period") and You have not made any claims, You will be refunded the full Purchase Price. Submission of the cancellation within the free look period is sufficient to comply with the free look deadline.

You have the right to cancel this Contract at any time. If You cancel this Contract more than thirty (30) days from the Effective Date or if You incur a claim within the first thirty (30) days from the Effective Date, a pro-rata cancellation refund will be timely processed for the unexpired Term Duration less any claims paid under this Contract in addition to an administrative fee, not to exceed ten percent (10%) of the Service Contract Price or twenty-five dollars (\$25) whichever is less.

7.2 Cancellation by Us: We reserve the right cancel Your Contract at any time by providing at least thirty (30) days' written notice to Your last known address, with the effective date for the cancellation and the reason for

## GENERAL CONDITIONS FOR ASSISTANCE SERVICES

cancellation. This Contract may be cancelled immediately in the event of fraud, material misrepresentation, or failure to pay. If We cancel this Contract, a pro-rata cancellation refund will be timely processed for the unexpired Term Duration less any claims paid under this Contract.

### 8. LEGAL DISCLOSURES

- 8.1 This Contract is not insurance and is not required for the purchase of any good or service.
- 8.2 Transferability: This Contract is non-transferrable without the express, written consent from Us. Transfers may be requested by calling the Administrator at the phone number listed in this Contract.
- 8.3 Subrogation: If We pay or render service under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay or render service if You impair these rights to recovery. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.
- 8.4 Validity: This Contract is only valid in the United States.
- 8.5 Dispute Resolution: You agrees to resolve any and all disputes arising under this Contract through arbitration, and You surrender Your right to go to court on any dispute arising under this Contract. To begin arbitration, either You or IGS must make a written demand to the other party for arbitration. The arbitration will take place in front of a single arbitrator and will be administered under the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect at the time of the filing of the dispute. Unless mutually agreed otherwise, the arbitration shall take place in the state and county where You reside. Should arbitration not be viable, whether by court decree or other reason, You agree to waive and forever surrender the right to a jury trial. If a lawsuit therefore arises, the matter shall be tried before a judge. Any recourse for services provided by a Service Provider shall be pursued separately and distinctly from IGS.
- 8.6 Entire Agreement: This Contract, including the Declaration Page, constitutes the entire agreement between You and Us and supersedes all prior agreements and understandings, oral or written, which may have been made with respect to the Contract. No verbal or written representations by any Seller, other third-party, or marketing materials outside of this Contract shall be of any legal effect. This document confirms Your eligibility to receive Service under this Contract.
- 8.7 Severability: Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect. If any provision of this Contract is otherwise determined to be invalid or unenforceable, in whole or in part, all other provisions of this Contract shall continue in full force and effect.