

**ROADSIDE
ASSISTANCE
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.

GENERAL CONDITIONS FOR ASSISTANCE SERVICES

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 Towing: When towing is necessary, the disabled Covered Vehicle will be towed to the nearest qualified repair facility or to the repair facility of your choice up to **25 miles**. Any additional expenses incurred beyond the **25-mile limit** are the responsibility of the customer.

2.2 Flat Tire Assistance: If the Covered Vehicle’s spare tire is serviceable, it will be installed to replace the flat tire. If the disabled Covered Vehicle has no serviceable spare, or if it has two or more flat tires, the vehicle will be towed. The disabled Covered Vehicle will be towed to the nearest qualified repair facility or to the repair facility of your choice up to **25 miles**.

2.3 Fuel, Oil, Fluid and Water Delivery Service: An emergency supply of gasoline (where permitted), oil, fluid and water will be delivered to any Covered Vehicle in immediate need. The customer must pay for the costs of the actual fluids delivered.

2.4 Battery Jump-Start: If a battery failure occurs, a battery jump-start will be provided to start the Covered Vehicle.

2.5 Free testing of your present car battery and electrical system.

3. SERVICE LIMITS & REQUIREMENTS:

Service is limited to the Covered Vehicle and will be provided to the vehicle owner, spouse and/or dependent children when driving the Covered Vehicle. The Benefit Limit applies to all Covered Services.

The Program is intended to cover emergencies and is not intended to be a substitute for proper vehicle maintenance or repair.

The driver of the Covered Vehicle must be with the Covered Vehicle when the Service Provider arrives, as roadside assistance cannot be provided to an unattended vehicle. If the driver is not with the Covered Vehicle, you may be charged for an associated fee by the Service Provider that is not covered or reimbursable under the terms of this Program.

GENERAL CONDITIONS FOR ASSISTANCE SERVICES

The following items are not included as part of the emergency roadside assistance benefit:

- 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 mounting or removing of any tires, snowtires or chains. Shoveling snow from around a vehicle. Tire Repair. Any vehicle used in racing or for commercial purposes. Any and all taxes or fines.
- Damage or disablement due to fire, flood or vandalism.
- Towing from, service or repair work performed at a non-BRP authorized Can-Am On-Road dealership.
- 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. Non-emergency towing or other non-emergency service.
- 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 the automobile, motorcycle or other vehicle in the commission of a felony.
- 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. Service secured through any source other than IGS without prior authorization from IGS.

3.1 You must make a Service Request by calling Our toll-free number: (833) 604-0054. We will accept Service Requests 24/7. You should notify Us as soon as the Breakdown is discovered, and in all cases, the Service Request notice must be given to Us prior to the expiration of this Contract. **If You fail to notify Us of a Breakdown during the Coverage Term in which the Breakdown occurred, We will not be responsible for the cost of services resulting from the Breakdown.**

3.2 Upon receiving a Service Request, We will use reasonable efforts to contact an authorized Service Provider when the request is received within normal business hours when the request is received outside of normal business hours. The authorized Service Provider will contact You to schedule a mutually convenient appointment time during normal business hours. If You should request that non-emergency service be provided outside of normal business hours, You will be responsible for payment of any additional fees and/or overtime charges. We are unable to guarantee service in a timely manner in the event of natural disasters such as hurricanes, floods, tornados, earthquakes, snowstorms, etc. or any other acts of God. There can be no guarantee of benefits and service during times of civil unrest such as riots, police or government actions or any other unforeseen condition or circumstance which hinders benefits and service.

3.3 If the service constitutes an emergency, as determined by Us, emergency service outside of normal business hours will have no additional cost for the member, as long as it is coordinated through Us with an authorized Service Provider. We will notify You in the case of an emergency where expedited service is unavailable through an authorized Service Provider, and You may proceed with necessary services. If those services are covered by this Contract, We will reimburse You in accordance with Section 6.

3.4 **We are not responsible for expenses You incur without Our express consent.** We will not reimburse You for any costs associated with unauthorized repairs or work performed by unauthorized contractors, except as provided in Section 2.3.

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.

GENERAL CONDITIONS FOR ASSISTANCE SERVICES

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 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.

GENERAL CONDITIONS FOR ASSISTANCE SERVICES

- 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.