

## PLEASE NOTE: YOUR MEMBERSHIP IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE CONTRACT, NOR IS IT INTENDED TO COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW(S).

Better World Club Member Services 412 NW Couch St. Suite #100 Portland, OR 97209 Web: www.betterworldclub.net E-mail: club@betterworldclub.com Local Phone: 503-546-1137 Toll Free: 866-238-1137

Roadside assistance services provided Roadside assistance services provided by Roadside Protect 1000 W Irving Park Rd Suite 150, Itasca, IL 60143.

As a Better World Club (BWC) member, you gain access to various benefits outlined in this document. Please note that BWC is not an insurance company. Membership eligibility, fees, services, and benefits may change without notice. This document details the terms and conditions of your membership. By calling Better World Club, you consent to the monitoring and recording of all calls.

#### **General Provisions**

#### Inconsistency

If there is any inconsistency between the language of this document and information provided by an agent or representative of Better World Club or an independent contractor providing service to a member, the language, terms, limits, and conditions of this document shall supersede any conflicting terms.

#### Liability

Better World Club is not liable for loss or damage to the vehicle. Emergency road and towing service is provided by independent contractors. These independent contractors have exclusive control over their own equipment and personnel, and the Club is not responsible for their acts or omissions or for the quality of service provided. The club assumes no liability for property damage or bodily injury, if any, caused by a service provider or for loss of personal items left in the vehicle. Any claim involving such damage should be filed directly with the service provider responsible. And, if needed, your personal insurance provider.

If you have a complaint regarding damage caused by the vendor, contact the vendor first. If they are unwilling to talk to you, please call dispatch at 888-732-1427.

#### Address/ Email/ Name/ Credit or Debit Card Changes

In order to keep your membership active, and to allow us to send you information that may affect your membership, you must notify us of any name, street address, e-mail address, or credit or debit card changes (where applicable). We are not responsible for incomplete coverage due to inaccurate contact information.

#### **Benefits and Fees**

Both are subject to change without notice. From time to time, additional benefits and services may be offered. Additional fees may accrue if you require service beyond the limits described in this document.

**Bank Charges** 

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We are not responsible for any fees or charges imposed by any bank or credit/debit card issuer relating to the use of your credit/debit card or personal check including but not limited to overdraft or credit limit fees.

## Promotions

Better World Club offers a variety of discounts on new memberships. These are intended for those who have never been a part of the Better World Club. Please do not purchase a new membership if you have an expired account with us. Those who abuse the promotion will be asked to pay in full or forfeit their membership. Memberships must be paid in full before services are available.

#### **On-Going Policy Discounts**

Members that drive hybrid or electric vehicles are eligible for a 10% discount on their renewal rate. In order to maintain fair and reasonable prices, we monitor the use of these discounts in comparison to general usage. Eligibility for the discount on renewal will be determined on the member usage. The discount is not guaranteed every year.

#### **Reimbursement Requests**

You must call us for service first to be eligible for a full refund. If we are unable to dispatch, you will be authorized to file a claim. All other requests are subject to a price cap of \$125 Basic/\$250 Premium. Coverage is not guaranteed if you receive/require service during a lapse of coverage due to a late renewal and are not reimbursable events.

Claims must be submitted within 90 days of occurrence. Receipts must include the responding provider's full contact information. Please retain copies of all documents for your own records. Email your reimbursement request to <u>club@betterworldclub.com</u>. We reserve the right to deny any request submitted more than 90 days after the date of service. Please allow 4-6 weeks to receive your check in the mail. Incomplete documentation may slow down the processing of your request.

## Membership Information

#### **Effective Date**

Your Basic services membership will be activated within three business days. If you opt for a Premium membership, your services will start within <u>seven</u> business days. Please note that submitting an application does not guarantee enrollment. If there are any issues with your application, you will be notified via email. If you select a future start date, your membership will begin on the specified date. Membership lasts for 12 consecutive months. We reserve the right to refuse the purchase of a new membership or renewal to anyone.

We do not cover breakdowns that occur before your start date. We offer services to assist with breakdowns that occur while the vehicle is in use. We do not sell tow services or provide tows for convenience. If this policy is violated, your membership will be canceled, and any dues paid will be forfeited.

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#### Renewals

If you are a renewing member on a lapsed membership, the three-day waiting period will also apply. In some cases, you may be charged a late fee. Coverage is not guaranteed if you receive/require service during a lapse of coverage due to a late renewal. These services are not eligible for reimbursement.

## **Eligible Members**

You must be a named primary or associate member on an active membership to utilize club benefits. The first driver listed on the membership will be the Primary member. All changes to the account must be made by the Primary member. If the Primary member decides to cancel the membership, it is not the responsibility of BWC to notify the associate members. Service calls are not transferable to other household members. A maximum of 5 associate members can be added to a primary member's account. Associate members must live in the same household as the primary member. Associate members can be domestic partners, spouses, elder parents living in the household, children between the ages of 16-25. (Children under the age of 25, living away from home only if they are enrolled in school.) Adult children must have their own policy. Primary members are responsible for the conduct and behavior of their associate members as well as any costs to BWC because of misconduct.

## **Membership Changes**

You must be a member in good standing to add an associate driver to your account or upgrade the account. The amount of service calls will be in proportion to the length of membership remaining at the time of change. We evaluate each request for membership changes on a case-by-case basis. Usage will affect your ability to make these changes.

## **Reasonable Accommodation**

We cannot guarantee all vendors will accommodate more than one passenger. Please inform us if there are children needing car seats or if a wheelchair is to be transported. We will try to provide a ride for all passengers in the broken-down vehicle, but extra fees for a secondary vehicle will be the member's responsibility and not eligible for reimbursement. If you have pets, notify us at the start of the call so we can make the necessary arrangements.

#### Roadside Assistance Services

## **Emergency Roadside Assistance (ERS)**

The purpose of the Roadside Assistance benefit is to provide basic services in common emergency situations to get you and your vehicle back on the road. In many cases, we will dispatch a light duty truck or van to assist with "soft" services such as tire changes, jumpstarts, and lockouts. We do not do tows of convenience or transport cars.

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If the eligible vehicle you are driving becomes disabled anywhere in the US or Canada, you must call **888-732-1427** for service or **866-732-1427** for bicycle service only. We will dispatch for the following services with trucks equipped with commonly available tools:

•	Towing	•	Flat Tire Change	•	Winching
•	Battery Jumpstarts	•	Fuel Delivery	•	Lockout Service

If at any time you no longer require service, please contact us to cancel the dispatch, or follow the cancellation prompt on the follow up call/text from the dispatch center. If you do not cancel the call, it will count as one of your four service calls.

Service providers require that you be with your vehicle when they arrive. Please answer your phone while you await their arrival as they may need location clarification. You are responsible for staying in a safe place until the service provider arrives. When the service provider arrives, sign the receipt for covered expenses up to your benefit limit. You are responsible for payment of any additional expenses not covered or more than your benefit limit.

The Club cannot guarantee repairs, the hours of operation of repair facilities, the promptness of repairs, or provide more than one tow per breakdown. It is the member's responsibility to arrange for repairs with the service facility.

ERS is not intended as an alternative to proper vehicle maintenance. Please maintain your vehicle in good mechanical condition. Frequent calls for the same service may result in suspension of benefits or non-renewal. We do not sell tows. We provide common services that assist your vehicle in making it to its destination.

You MUST call our 24/7 dispatch service to receive road service or towing benefits. Better World Club dispatches emergency roadside assistance through a network of independent service providers authorized to perform road and towing service for our members. If you call us and we cannot dispatch service through our network, the representative will instruct you to file a claim for reimbursement. You may then call any service provider and pay them directly for services rendered. You'll be reimbursed up to your benefit limit when you submit your written reimbursement request within 90 days of service. Extreme weather conditions, acts of God or nature, heavy call volume, or lack of equipment availability may affect our ability to provide service.

## Eligible Vehicles – Basic and Premium Memberships

Club benefits can be used to provide service for any standard personal use vehicle under 10,000 GVW that the member may be driving or riding in and serviced by a truck with commonly available tools. Vehicles must be intended primarily for personal use. Eligible vehicles may be owned, leased, rented, or borrowed (including company cars assigned to the member for full-time personal use.)

Vehicles must be registered, not loaded, or altered. If you require assistance with an altered vehicle, you may accrue out of pocket expenses.

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GVW - Gross Vehicle Weight - Some of the larger vans and pick-up trucks require a medium duty tow truck to provide general service. Our Basic and Premium services <u>only</u> cover light duty tows of class 1 and class 2 vehicles. If your vehicle falls into a higher weight class, you are required to have the RV/Large Vehicle program. Vehicles with dual wheel chassis require medium duty trucks as well and will require the RV/Large Vehicle program. If you do not have the proper coverage at the time of dispatch, we may not be able to dispatch and/or there will be out of pocket expenses. We do not cover heavy duty tows.

If your vehicle requires service beyond what is commonly available on a light-weight tow truck, you may be asked to pay out of pocket for those services. A non-payment of a service fee may result in cancellation or non-renewal.

## **Ineligible Vehicles**

Vehicles over 10,000 GVW (Please see RV/Large Vehicle Program)

We do not service vehicles that are purchased in an inoperable condition. Vehicles that are broken down before your membership begins are not eligible for service. If you attempt to utilize the service on a vehicle that is disabled before you become a member, your account may be cancelled, and your membership fees forfeited as a result.

The following vehicles are <u>NOT ELIGIBLE</u>: commercial and/or business-use vehicles (formal or informal) including but not limited to taxis, limousines, automobiles, semi-trucks, dump trucks, box trucks, flatbeds, altered vehicles, and vehicles using dealer tags. (If you are a business, please contact us regarding our Fleet Program.) Without explicit approval of BWC, you may not use the service for a business or organization. It is intended for personal use only.

Non-standard or altered vehicles including, but not limited to ATVs, UTVs, buses, Golf Carts, lifted vehicles, and vehicles without proper tags will not be serviced.

# It will be at the discretion of the responding provider to determine if your vehicle can be serviced by their equipment.

Vehicles that are in an unsafe condition or in a location that would be hazardous for service vehicles to reach will not be serviced. This includes, but is not limited to, beaches, dunes, fields, marshes, forest access roads, unmaintained roads, etc. In many cases the responding vendor will determine the safety of the situation.

Vehicles that are beyond repair, destined for the junk yard, or to be used as salvage, are not eligible for service. Roadside assistance is intended to help you put your car back on the road. We do not tow vehicles that were purchased or acquired in a broken-down condition.

If your vehicle functions on its own without assistance, it is not eligible for a tow. We do not transport cars.

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If you utilize the service on an ineligible vehicle, you may not be eligible for renewal.

## Dirt Roads

If your vehicle breaks down on a dirt road, it will be at the discretion of the service providers in your area to tow it. If a road is regularly maintained, we may be able to service your vehicle but cannot guarantee it.

## Service Calls

<u>Each</u> member is entitled to 4 service calls per membership year. If you have associates, you will have an additional four services calls. Only one call per breakdown is available. Only one car per person per day is available. If you violate this policy, your membership will be subject to cancellation. Service calls are not transferable to other members on the membership and do not carry over. Better World Club will dispatch additional service calls at the expense of the member. Membership benefits will only apply to incidents that occur while membership is active. Excessive or frequent use of service calls may result in downgrade or cancellation of membership. We reserve the right to charge for services rendered on expired or ineligible accounts. You may not add coverage at the time of need, purchase a secondary membership, or add associates to add service calls. If you require multiple services to complete the service, it will count as multiple service calls.

## Cancellation, Temporary Suspension and Non-Renewals

You may cancel your membership at any time by calling 866-238-1137 or sending an email. We offer a full refund if you cancel within the first 30 days and have not used any service calls. We will provide a prorated refund of unused membership dues calculated from the cancellation date, less the value of services rendered since the date of your enrollment or last membership renewal, whichever is more recent, except in CA, MD, MA, MT, MS, OK, NV and WY where these deductions are not applied.

We may suspend or cancel certain membership benefits during a membership period for excessive use of the benefits and services we provide. Excessive can be defined as four times in one year, two times within one week, etc. Use of your emergency roadside or towing service benefit four (4) times within any one membership period will result in the automatic suspension of that benefit until the beginning of your next membership period. However, you are not guaranteed a renewal option should you exhaust all of your calls. Throughout the suspension period, we will continue to dispatch a service provider at your expense if you call us for help.

We may cancel your membership during a membership period for any of the following reasons: 1) Failure to pay your membership dues; 2) Material misrepresentations; 3) Fraudulent submission of a request for reimbursement; 4) Excessive use of the benefits and services we offer; 5) Creating multiple accounts; 6) Violating club policies; or 7) Abusive language towards agents and other staff members.

## **Usage Policy**

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In order to maintain fair and reasonable prices for all members, Better World Club reviews all memberships that exceed standard call frequency. Use of services that Better World Club deems excessive may result in limitation of the number of claims allowed, downgrade, non-renewal, or membership cancellation. You may not purchase a new membership to avoid a downgrade or add more service calls. However, we do understand that sometimes you have a bad year so we encourage members to reach out to us in cases of frequent calls. Each membership is reviewed on an individual basis. Households that accumulate eight or more service calls will be subject to non-renewal.

## Service Limitations

#### **Accidents - Contact Your Insurance Company**

In the event of an accident, please contact your auto policy carrier. Towing is often covered under auto insurance policies and is the responsibility of the party at fault. If roadside assistance or towing is required, the local law enforcement official on the scene will usually arrange for service. If not, please call 888-732-1427 for dispatch of a service provider. You may submit your receipt for reimbursement, but you will be capped at \$50/\$100 depending on the benefit limit. If it is a one car accident, we may be able to assist you.

#### Vandalism - Contact Your Insurance Company

If your car is disabled due to an act of vandalism, please contact your auto policy carrier for service. If they will not cover the cost of the service, you may submit your receipt for reimbursement. There will be a cap of \$50/\$100 for any claims associated with vandalism.

#### **Tolls and Turnpikes**

You are responsible for all tolls and road fees, including bridges and ferry passage. Certain roads can only be serviced by state-contracted towing companies (i.e. New Jersey Turnpike). We will reimburse up to your regular limit (hook up fee + mileage rate) if we cannot dispatch a network provider to you. Turnpikes and contract only roads are maintained by the state in which they operate. Service providers must have a contract with the state to provide service on a turnpike. We cannot guarantee our vendor network will have the ability to service limited access roads. We will do our best to dispatch, however you may be asked to pay out of pocket and seek reimbursement. This includes many major bridges as well as urban freeways. You may utilize a secondary tow if the first tow is on a contract only road. Reimbursements will be capped at \$125 Basic/\$250 Premium. If a secondary tow is required, it will be capped at \$100 and will count as a separate service call.

#### **Police Tow**

If the police determine that your breakdown requires urgency, and they find a service provider for you, you are eligible for reimbursement up to \$125 Basic, \$250 Premium. Towing at the discretion of a law enforcement officer related to traffic obstruction, impoundment, abandonment, illegal parking or other violations of the law are not a covered service. We will not pick up a vehicle from an impound lot.

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## Basic Auto – Towing Benefit up to 5 Miles per Occurrence Premium Auto – Towing Benefit up to 100 Miles per Occurrence

## Towing

To receive service, you must contact our network. Vehicle restrictions and service limits may apply based on the actual miles towed and the required service equipment. Some providers may not have the necessary equipment to service larger vehicles due to their size. To avoid additional fees, you must have RV/Large Vehicle coverage.

For Basic members, towing is available to the nearest qualified repair facility up to 5 miles, and for Premium members, up to 100 miles. Towing to your residence is also permitted. Towing will be provided by a standard lightweight tow truck capable of servicing vehicles under 10,000 GVW, equipped with common tools for that type of vehicle.

Members are responsible for any charges beyond their benefit limit at the time of service. Only one tow is covered per disablement, though exceptions may be made for tows off a turnpike or contract-only road. Service vehicles will be selected based on manufacturer recommendations. If a member requests equipment that does not align with the manufacturer's guidelines, they will be responsible for any additional fees. We do not service vehicles with expired tags.

## **Battery Jumpstart**

The service provider will provide a battery jump or tow your vehicle if your vehicle won't start due to a dead or weak battery. Please let us know if you require a jump/possible tow so we can dispatch a proper service provider. (i.e. I left my lights on!) In some cases, a second dispatch may be required if the jump fails. We do not deliver batteries. Sorry, most of our service providers are not equipped to provide jump stars for an electric vehicle and you will be offered a tow.

## Flat Tire Change

The service provider will change a flat tire using your inflated spare. If your spare is unusable, the lug nuts cannot be removed, or if your vehicle has multiple flat tires, towing will be provided. Towing benefit limits apply. Costs for tire repairs, installing a new tire, or a second service call to return a tire to the disabled vehicle are not covered. If you need air for more than one tire, each will be counted as a separate service call. The service provider will assess whether your vehicle is in a safe location for a tire change. If you're on a highway, you may need to be towed off before the provider can change your tire.

#### **Fuel Delivery**

If you run out of gas, the service provider will deliver an emergency supply of gasoline/diesel fuel or tow your vehicle to the nearest gasoline outlet. Limits apply. (Up to two gallons of fuel is provided as a courtesy for Premium Auto Members. Basic Auto Members will be charged for the cost of the fuel. Fuel delivery is not

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intended to pay for fuel. If we suspect you of abusing this service, your membership may be canceled. Specific brands and quantities are not guaranteed.

## Lockout/Locksmith

Members will be covered in the event the keys are locked inside the vehicle. Expenses that are <u>not</u> covered include, but are not limited to, labor to produce keys, replacement keys, and mechanical failure of locks or ignition system. If locksmith services are required, you will be reimbursed up to your benefit limit of \$50 Basic and \$100 Premium.

#### Winching - Benefit Limit – Up to \$125 Basic within 100ft, Up to \$250 Premium within 100ft

If your vehicle is stuck in mud, sand, snow, or a ditch, and is accessible from a normally traveled roadway, it will be extricated or winched. Winching is limited to one operator/one truck for 30 minutes. Any additional expenses will be your responsibility.

Winching service does <u>not</u> cover expenses beyond your benefit limit. We do not hoist, winch or shovel vehicles from unplowed areas, snowbanks, snowbound driveways or curbside parking.

In some cases, a winch is necessary to tow or jump a vehicle. This includes, but is not limited to, parking garages, narrow access parking, and other awkward locations. Should your vehicle require a winch to gain access to complete the service request, it will count as two service calls.

The service provider will determine the safety of access to the vehicle and/or trailer. Winching does not include service to a boat trailer in the water.

## **RV/Large Vehicle Service (Medium Duty Tows)**

There will be a price cap of \$500 per call on all RV/Large Vehicle tows regardless of the nature of the call. Maximum of \$1,000 per household. By adding RV/Large Vehicle Service, all Premium Auto benefits will extend to the following vehicles that are less than 31 feet and fall between 10,000-19,999 GVWR:

- Recreation Vehicles
- Camping trailers/ Tent trailers
- Boat Trailers

- Cab Over Campers
- Motorhomes, 5<sup>th</sup> Wheels
  Empty horse trailers
- Dual wheel chassis
- Recreation trailers

Class 2B Pickups

If both the vehicle towing the trailer and the trailer itself require towing, it will count as two separate service calls. We do not cover vehicles that are over 31 feet in length and/or have a GVW exceeding 20,000 lbs. Service providers will assess the equipment needed for the job, and any situation requiring heavy-duty service vehicles will not be covered.

Motorcycles are automatically included in the RV plan.

## Motorcycle/Scooter Coverage

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Extends Basic or Premium Auto benefits to eligible motorcycles and scooters. (Must be street legal. No dirt bikes.) Electric-assist bicycles are covered under our Bicycle Plan.

## **Bicycle Coverage**

24/7 nationwide bicycle roadside assistance. Please see Bicycle Terms and Conditions for details.

## Exclusions

Expenses which are not covered include, but are not limited to: Towing to junkyards or scrap facilities, parts, products, storage, or gasoline (see section on Fuel delivery); pick-ups from auction yards, salvage yards, or impounded vehicles: service(s) performed in a dealership, garage, or service station; service(s) performed in areas not regularly traveled (such as sand beaches, open fields, forests and areas not passable due to construction); service(s) needed due to an act of god, etc.; battery replacement or delivery and repair of tires; tow bar rentals; towing due to a parking violation or towing out of a place of repair or impound areas; towing to junkyards or scrap facilities; service(s) other than that provided by a commercial garage or service station (payment will not be made to private parties or unlicensed facilities); service(s) to a disabled vehicle without a BWC member present; piggy back tows; removing/installing snow tires, repairs to studs, mounting and dismounting snow chains; clearing or entering snowbound driveways; shoveling vehicles out of snow banks or shoveling snow from around a vehicle; local tolls or parkway charges; service to a vehicle with an expired or missing safety inspection sticker, license plate sticker, and/or emission sticker(s) where required by law, and any other expenses not specifically mentioned as a covered benefit.

Only equipment that is ordinarily available for roadside assistance is covered. Limits will apply to requests that go above and beyond this standard. Service is at the discretion of the responding provider. If they do not feel comfortable providing the service, we will not cover it.