



## COMPLIMENTARY ROADSIDE ASSISTANCE

Call to Activate Program  
Terms and Conditions

Your card and the other materials you may have received do not constitute an automobile liability or physical damage or personal injury or other kind of insurance contract.

Your card and other materials you received do not constitute a service contract and may not comply with any financial responsibility laws. This is a program of, and all roadside assistance services are provided by and/or through, Cross Country Motor Club, Inc., except in Alaska, California, Hawaii, Oregon, Wisconsin and Wyoming where services are provided by and/or through Cross Country Motor Club of California, Inc.

THIS PROGRAM IS OFFERED ON A COMPLIMENTARY BASIS. RESALE, TRANSFER OR SUBSTITUTION OF THESE BENEFITS IS STRICTLY PROHIBITED.

Roadside assistance is valid for the period set forth on the card that you received, once you have activated the card. Note that you must be activated in the program for the period set forth on the card prior to any service requests.

The service rendered by Cross Country is an "emergency service" and not a general repair service. When the vehicle covered is unable to safely proceed under its own power either on the vehicle owner's premises (garage or driveway) or any normally traveled public street, highway or parking area it is to be considered disabled. Misuse of this program may result in cancellation of your benefits.

The program is limited to your privately owned non-commercial passenger car. Cross Country offers services for self-propelled, four-wheel vehicles designed, licensed, and used for private on-road transportation, and trucks with a carrying capacity of up to 2,000 pounds. Additional limits under the program are set forth on the card and other materials you may have received.

Reimbursements are not available under this program. You must contact Cross Country for the provision of services.

The roadside assistance services are performed by independent service providers for whose actions Cross Country shall not be liable. Any services performed at the towed-to location are outside the scope of the program. In no event shall Cross Country be liable to you for any indirect, special or consequential damages that you may incur in connection with this plan or the services that you receive in connection therewith.

Specific State Provisions: The description of benefits on the card and other materials that you have received are hereby modified to conform to laws in the State where you reside, as they exist from time to time.

### EXECUTIVE OFFICES:

#### CROSS COUNTRY MOTOR CLUB, INC.

One Cabot Road  
Medford, Massachusetts 02155

#### CROSS COUNTRY MOTOR CLUB OF CALIFORNIA, INC.

275 East Hillcrest Drive, Suite 165  
Thousand Oaks, California 91360

### RESIDENT AGENT OFFICES:

Montana

c/o CT Corporation System, Inc.  
40 West Lawrence, Suite A  
Helena, MT 59601

Nevada

c/o The Corporation Trust Company of Nevada  
6100 Neil Road, Suite 500  
Reno, NV 89511

**(Please direct all communications to the Massachusetts Oklahoma c/o The Corporation Company  
office) 735 First National Building  
Oklahoma City, OK 73102**

Wyoming c/o CT Corporation System, Inc.  
1720 Carey Avenue, Suite 200 Cheyenne,  
WY 82001

**Guidelines:** These Terms and Conditions constitute the entire arrangement. No changes to these benefits are permitted.

1. Whenever we refer to “you” and “your”, we refer to the individual enrolled.
2. Non-assessable: For services within the benefit and frequency limits, you will not be required to pay any amount to Cross Country. If the cost of the service exceeds such limits, you must pay the excess at the time the service is rendered.
3. The benefits begin after enrollment and continue for the period set forth on your card or until cancelled by either party. These benefits will not renew at the expiration of the term.
4. You may cancel coverage at any time by giving written notice to Cross Country. As these benefits are complimentary, you will not be entitled to a refund upon cancellation. Cross Country may cancel your coverage due to your misuse of the services upon ten days written notice to you, subject to the reasonable determination of Cross Country.
5. Benefits are available in the 50 states in the United States, the District of Columbia and Canada.
6. Terms that are in conflict with the statutes of your state of residence, if any, are amended to conform to the statutes of your state.
7. The dispatch service provided by Cross Country is on an “emergency service” basis and not for general repair service basis. “Emergency service” basis exists when the vehicle is unable to safely proceed under its own power either on the vehicle owner’s premises (garage or driveway) or any normally traveled public street, highway or parking area.
8. The emergency towing, road and lockout services are performed by independent third party service providers for whose actions Cross Country shall not be liable.
9. The benefits are not available if the disablement or service requirement arises out of or in connection with an act of God, war, insurrection, riot, or similar events.
10. In no event shall Cross Country be liable for any indirect, special or consequential damages that you may incur in connection with the services.

**Limitations:** Cross Country will provide towing to the nearest appropriate location or as otherwise set forth on your card. This program does not cover other costs related to disablements or services. For example, without limitation, the following are not covered:

1. Parts and labor provided while at an auto repair shop or service station;

8 Towing at the direction of a law enforcement officer relating to impoundment, abandonment, illegal parking or other violations of law or towing by other than a licensed service station or garage.

**Reimbursement Policy:** As this program is complimentary, there is no reimbursement available. In all cases, you must obtain services through Cross Country at the toll-free number.

**Specific State Provisions:** This statement of benefits shall automatically be modified to conform to State laws, as they exist from time to time, including without limitation the following States:

**Arkansas Residents:** You are eligible for two additional benefits: Theft Service and Discount Service. Cross Country will pay up to a \$250 reward for information leading to the arrest and conviction of anyone stealing your vehicle. In addition, you are eligible to receive special discount coupons. To receive these benefits, send a self-addressed, stamped envelope to Cross Country, P.O. Box 9145, Medford, MA 02155, Attention: Arkansas Benefit Program. Terms and conditions of these benefits will be sent to you with the theft decal and discount coupons. Please allow three to four weeks for shipment.

**Maryland Residents:** Under Maryland law, these benefits may be deemed a motor club membership policy.

**Utah Residents:** Under Utah law, these benefits may only be cancelled by Cross Country upon 30 days written notice: (a) in the event of material misrepresentation by you; (b) in the event of a substantial change in the risk assumed reasonably unforeseen by Cross Country; or (c) in the event of a substantial breach of your contractual duties, conditions or warranties.

**Wisconsin Residents:** Under Wisconsin law, these benefits may be deemed an insurance policy. After the first 60 days and prior to the expiration of the term your benefits may not be canceled by Cross Country except (a) for failure to pay the membership fee; (b) in the event of material misrepresentation by you; (c) in the event of a substantial change in the risk assumed reasonably unforeseen by Cross Country; or (d) for a breach of duties, conditions, or warranties by you. No cancellation will become effective until at least ten days after the first class mailing or delivery of a written notice to you.

**KEEP THIS WITH YOUR INSURANCE PAPERS. PROBLEMS WITH YOUR INSURANCE?** If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem. You can also contact the **Office of the Commissioner of Insurance** (a state agency which

2. Towing to a second location from the original destination at your request;
3. Vehicle storage charges, cost of parts and installation of products, materials, impoundment, and additional labor relating to towing;
4. Cost of tire repair or installation of a new tire on the wheel;
5. Installation or removal of snow tires, repairs to studs, mounting and dismounting snow chains, as well as any charges for shoveling snow from around a vehicle;
6. Cost to remove or replace a lost or broken key, or any part or repairs necessary as a result of such event;
7. Fines, ambulance charges, or rental of towing equipment; and

enforces Wisconsin's insurance laws) to file a complaint. You can contact the **Office of the Commissioner of Insurance** by writing to: Office of the Commissioner of Insurance, Complaints Section, P.O. Box 7873, Madison, WI 53707-7873 or you can call 1-800-236-8517 (within Wisconsin) or 608-266-0103 and request a complaint form. Cross Country's address in the state of Wisconsin is 3815 North Brookfield Road, Suite 104, Brookfield, WI 53045-1973.

**Wyoming Residents:** This statement is on file with the Wyoming Insurance Department effective 10/2006.