



## CPR MEMBERSHIP PLAN

### TERMS AND CONDITIONS

This **Membership** lasts for up to five (5) years from the **Membership** Date. Not all benefits have the same duration please refer to the individual benefit sections for further details as to the duration of each coverage benefit. During the **Membership** Term, **You**, the **Member**, are entitled to the listed benefits, subject to the terms and conditions outlined herein. Please note that **You may only request a benefit under this Membership after sixty (60) days of the Membership Date of this Membership.**

| PARTICIPATING PROVIDER INFORMATION  |      |                 |                                 |                                  |                            |                       |           |
|-------------------------------------|------|-----------------|---------------------------------|----------------------------------|----------------------------|-----------------------|-----------|
| Provider Name                       |      |                 |                                 |                                  | Phone                      |                       |           |
| Address                             |      |                 |                                 | City                             |                            | State                 | Zip Code  |
| MEMBER INFORMATION                  |      |                 |                                 |                                  |                            |                       |           |
| Last Name                           |      | First Name      |                                 | Email Address                    |                            | Phone                 |           |
| Address                             |      |                 |                                 | City                             |                            | State                 | Zip Code  |
| COVERED VEHICLE INFORMATION         |      |                 |                                 |                                  |                            |                       |           |
| Year                                | Make | Model           | New<br><input type="checkbox"/> | Used<br><input type="checkbox"/> | Membership Date            | Membership Price      |           |
| Vehicle Identification Number (VIN) |      | Current Mileage | Vehicle Purchase Price          |                                  | Monthly Loan/Lease Payment |                       |           |
| LENDER/FINANCING INFORMATION        |      |                 |                                 |                                  |                            |                       |           |
| Lender Name                         |      |                 | Address                         |                                  |                            | Phone                 |           |
| MEMBERSHIP INFORMATION              |      |                 |                                 |                                  |                            |                       |           |
| Remaining Financing Term            |      | Maximum Benefit | \$7,500                         | Minimum Vehicle Price            | \$5,000                    | Maximum Vehicle Price | \$125,000 |

#### WHAT YOU MUST DO TO KEEP THIS MEMBERSHIP IN EFFECT

**You**, as the owner of the **Vehicle** and **Member** under this **Membership**, are required to maintain physical damage insurance on the **Covered Vehicle** for the full duration of the **Membership** Term. Additionally, **You** must make every effort to maintain the **Covered Vehicle** in accordance with the manufacturer's recommendations and take every reasonable precaution to avoid damage to the **Covered Vehicle**.

#### WHAT BENEFITS DOES THIS MEMBERSHIP OFFER?

During the **Membership** Term, the following coverage is afforded to **You** to protect the value of the **Covered Vehicle**:

For the first year, twelve months (12) from the **Membership** date of this **Membership**:

**SECTION I- Covered Collision:** If the **Covered Vehicle** is involved in a **Covered Collision**, which is not determined to be a **Constructive Total Loss**, and **You** are responsible for out-of-pocket expenses for the repair of the **Covered Vehicle**, **We** will provide **You** with up to a five hundred dollar (\$500) discount towards these repairs, and/or for immediate expenses derived from the **covered event**.

**SECTION II-Constructive Total Loss:** If the **Covered Vehicle** is declared a **Constructive Total Loss**, **We** will provide **You** with a **Vehicle Replacement Discount** up to one thousand dollars (\$1,000) towards the cost of **Replacement Vehicle** of equal or greater value.

For the full duration of the Remaining Financing Term, stated above, not to exceed sixty (60) months from the **Membership** date, or until such time as the **Finance Contract** has been satisfied:

**SECTION III- Car Payment:** If the **Covered Vehicle** is required to be out of **Your Care, Custody, or Control** for more than seven (7) consecutive days, due to a **Covered Service Event**, **We** will reimburse **You** for a percentage of **Your Monthly Loan/Lease Payment**, up to 300% percent OR

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THREE (3) CONSECUTIVE MONTHS FOR THREE (3) REQUESTS FOR BENEFITS, NOT TO EXCEED \$7,500.00 FOR THE FIVE-YEAR (5) TERM.

Each benefit, including conditions, limitations, and exclusions, are more fully described on the following pages of this Membership.

**THE PURCHASE OF THIS MEMBERSHIP IS NOT REQUIRED TO EITHER PURCHASE YOUR COVERED VEHICLE OR TO OBTAIN FINANCING. THIS IS NOT A VEHICLE LIABILITY INSURANCE CONTRACT. THIS IS NOT AN AUTOMOBILE PHYSICAL DAMAGE INSURANCE CONTRACT. IN ORDER FOR THIS MEMBERSHIP TO BECOME EFFECTIVE IT MUST BE REGISTERED WITH THE PROGRAM'S ADMINISTRATOR.**

The headings contained in this Membership are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Membership.

### **DEFINITIONS**

**Actual Cash Value:** The retail value for a vehicle as determined by the NADA valuation guide or equivalent market valuation method

**Administrator, Obligor, We, Us or Our:** DriveSmart Auto Care Inc. -- Telephone: 888-578-3711 -- (fax number to be inserted)

**Collision Repair:** Repairs that are required as the result of an accident or upset involving the Covered Vehicle, regardless of fault.

**Commercial Use:** Includes use of the Covered Vehicle for a business in any manner including, without limitation, taxi, police car or other emergency vehicle, hauling, construction (other than driving to and from work), pick-up and delivery service, daily rentals, carry passengers for hire, snowplowing and company carpool use or business travel when the Covered Vehicle is used by more than one driver.

**Constructive Total Loss:** A loss in which the Covered Vehicle has been declared a total loss or un-recovered theft by the Primary Insurance Carrier.

**Covered Collision:** An event whereby the Covered Vehicle, while under Your control, comes into direct contact with another vehicle or object and damage results, excepting for a Constructive Total Loss, and the liable party's collision insurance provides coverage for such damage.

**Covered Service Event:** The Covered Vehicle is out of Your Care, Custody or Control for the purposes of: Collision Repair (including recall repairs), Vandalism, or Mechanical Breakdown, as specified in the repair order or other supporting documentation. (A Constructive Total Loss is not considered a Covered Service Event)

**Covered Vehicle:** The automobile (including an electric powered vehicle) described on the Declarations Page under the COVERED VEHICLE INFORMATION section, with a vehicle purchase price of no more than one hundred and twenty-five thousand dollars (\$125,000) and no less than five thousand dollars (\$5,000) and a gross vehicle weight rating (GVWR) of less than fifteen thousand (15,000) pounds.

**CPR Benefit Amount:** The monetary amount for which You will be reimbursed, based on the number of days in which the Covered Vehicle is out of Your Care, Custody, or Control, as listed in the schedule located in WHAT DOES THIS MEMBERSHIP COVER - SECTION III.

**Finance Contract:** The financing agreement, loan agreement, retail installment contract, or lease agreement for the purchase or lease of the Covered Vehicle for which You are financially responsible to make equal monthly payments on a specific date each calendar month.

**Lender:** Financial institution identified on the Declarations Page under the LENDER/FINANCING INFORMATION section.

**Mechanical Breakdown:** A Covered Vehicle experiences failure of a part or parts under normal wear and it can no longer perform its function as designed.

**Member, You, or Your:** The registered owner of the Covered Vehicle and recipient of this Membership as identified on the Declarations Page under the MEMBER INFORMATION section.

**Membership:** This document which outlines the terms, conditions, exclusions, and limitations as they pertain to the Membership Plan.

**Monthly Loan/Lease Payment:** The fixed payment listed in Your Finance Contract, made by You to the Lender.

**Primary Insurance Carrier:** The insurance company that: (1) is secured by You to provide vehicle collision insurance coverage on the Covered Vehicle; or (2) provides liability coverage to any person who has caused collision damage to Your Covered Vehicle for which that person is legally liable; or (3) any other company providing You coverage protecting Your interest in the Covered Vehicle, contingent upon failure or absence of Your primary carrier coverage.

**Replacement Vehicle:** The automobile purchased or leased to replace the Covered Vehicle.

**Seller:** The distributor of this Membership identified on the Declarations Page under the MEMBERSHIP PROVIDER INFORMATION section.

**Term or Membership Term:** In regard to SECTION I and SECTION II one (1) year from the Membership Date on the Declarations Page. In regard to SECTION III until the Finance Contract has been satisfied, not to exceed sixty (60) months from the Membership Date on the Declarations Page.

**Vandalism:** An act of malicious mischief that results in damage to the Covered Vehicle for which a police report has been filed.

**Vehicle Replacement Discount:** The amount discounted to You by Us, towards the purchase or lease of a Replacement Vehicle.

**Your Care, Custody, or Control:** The Covered Vehicle was voluntarily released by You to another party and the party has assumed temporary possession of the Covered Vehicle, for the sole purpose of a Covered Service Event as defined in this Membership.

### **LIMITATION OF LIABILITY**

The Obligor's maximum liability for this Membership, is limited to seven thousand five hundred dollars (\$7,500). Each coverage may specify additional limitations and these limitations will be considered the maximum liability for Us in regard to that coverage. Unless required by state law, We shall not be held liable for incidental, consequential or punitive damages. We shall have no other liability or obligation of any nature whatsoever arising from this Membership unless otherwise required by state law.

### **HOW LONG DOES THIS MEMBERSHIP LAST?**

This Membership begins on the Membership Date listed on the Declarations Page under the COVERED VEHICLE INFORMATION section and continues, without lapse, for the full length of the Membership Term.

### **HOW TO REQUEST BENEFITS UNDER THIS MEMBERSHIP**

In the event that You need to request a benefit under this Membership, refer to the applicable benefit section, under the WHAT DOES THIS MEMBERSHIP COVER section, for specific instructions on how to proceed. For additional instruction You may contact the Administrator.

### **WHAT ARE OUR OBLIGATIONS UNDER THIS MEMBERSHIP?**

In the event that You request benefits under this Membership, and follow all the instructions for the applicable benefit, under the WHAT DOES THIS MEMBERSHIP COVER section, We will, make every effort to satisfy any amounts owed to You under this Membership within a reasonable time frame, not to exceed sixty (60) days, from the completion of the benefit request process.

The Administrator reserves the right to inspect for liability or may request estimates for repair and/or photographs of the damage to determine the validity of the request. The Administrator shall notify You within ten (10) business days of processing the request, whether the request will be allowed or denied and if denied, the specific reasons for the denial.

This Membership must be registered with the Administrator to be considered valid. Failure by the Seller to register this Membership with the Administrator may release the Administrator from some or all its obligations. In the event that this Membership is not registered with the Administrator, at the time of Your request for a benefit, We will make every reasonable effort to remedy the situation without impacting the validity of Your request. In the event that We are unable to remedy the situation, We may, at our sole discretion, offer to You a one-time settlement, not to exceed the actual value of the benefit.

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**WHAT ARE NOT OUR OBLIGATIONS UNDER THIS MEMBERSHIP**

The **Administrator**, shall not have any obligation to:

1. File any claim with any party, including **You** or a third party's **Primary Insurance Carrier**.
2. Offer to **You** any opinion, amateur or professional, on the validity of any value, estimated or actual, in regard to duration, cost, or goods, associated with any benefit request made under this **Membership**, other than the values provided by a professional company qualified to determine such values.
3. Assist **You** in obtaining, any or all, documentation required to file or proceed with a claim or benefit request.
4. Make or offer any warranty of merchantability or warranty of fitness for any particular purpose under this **Membership**.

Any requirement defined in this **Membership** that is expressly disclaimed above shall be considered solely **Your** responsibility. **Your** failure to perform any responsibility under this **Membership** may impact your ability to collect any amounts offered under this **Membership**.

**WHAT DOES THIS MEMBERSHIP COVER?**

**The sum of all benefits paid under this Membership shall not exceed seven thousand five hundred dollars (\$7,500)**

**THE FOLLOWING BENEFITS ARE OFFERED IN CONJUNCTION WITH THIS MEMBERSHIP**

**SECTION I - Covered Collision:** If the **Covered Vehicle** is involved in a **Covered Collision** for which **You** incurred expenses beyond those covered by the liable party's **Primary Insurance Carrier**, **We**, where allowed by State law, will discount an amount equivalent to **Your** expenses to repair the **Covered Vehicle**, up to five hundred dollars (\$500), for the repairs performed and/or for immediate expenses derived from the covered event. This coverage shall apply only to insurance claims:

- (1) resulting from a **Covered Collision** in which the cost to repair and verified expenses of the **Covered Vehicle** exceeds five hundred dollars (\$500), and
- (2) provided the liable party's collision insurance company pays the balance of the claim.

This **Membership** is limited to the issuance of one (1) benefit under this **Covered Collision** section during the first year **Membership Term**.

**How To Request A Benefit:** **You** must notify the **Administrator** within five (5) days after the **Covered Collision** has been reported to **Your Primary Insurance Carrier**, and submit the following documents to the **Administrator** within thirty (30) days of the primary insurance settlement for the **Covered Collision**:

1. A copy of this **Membership**.
2. A copy of the complete collision repair order.
3. A copy of **Your** collision insurance policy, including the Declarations Page, as issued by **Your Primary Insurance Carrier**.
4. A copy of the Insurance Settlement check from the liable party's **Primary Insurance Carrier**.
5. Written documentation from the liable party's **Primary Insurance Carrier** substantiating the type of loss, the date of loss, and the date the claim was filed.

**SECTION II- Constructive Total Loss:** If the **Covered Vehicle** is declared a **Constructive Total Loss**, during the **Membership Term**, **We** will provide you with:

a **Vehicle Replacement Discount**, up to one thousand dollars (\$1,000) towards the purchase or lease of a **Replacement Vehicle**, which has an **Actual Cash Value** that is **greater than or equal** to that of the **Covered Vehicle**.

This **Membership** is limited to the issuance of one (1) benefit under this **Constructive Total Loss** section during the first year of the **Membership Term**.

**How To Request A Benefit:** **You** must report the **Constructive Total Loss** to law enforcement within twenty-four (24) hours. Additionally, **You** must provide the **Administrator** with the following items within sixty (60) days of payment from the **Primary Insurance Carrier**:

1. A copy of this **Membership**.
2. A copy of the **Covered Vehicle's** and the **Replacement Vehicle's** bill of sale.
3. A copy of the police report.
4. A copy of the **Replacement Vehicle's** loan/lease contract, if applicable.
5. Verification from the primary insurance carrier substantiating the date and cause of the **Constructive Total Loss** and net loss amount, with proof of its payment.

**SECTION III- Car Payment:** If the **Covered Vehicle** is required to be out of **Your Care, Custody, or Control** for seven (7) or more consecutive days, due to a **Covered Service Event**, **We** will reimburse **You** for a percentage of **Your Monthly Loan/Lease Payment** based on the following schedule:

| Days out of <b>Your Care, Custody, or Control</b> | CPR Benefit Amount**                             |
|---|--|
| Seven (7) days to Fifteen(15) days                | 50% of <b>Your Monthly Loan/Lease Payment</b> .  |
| Sixteen (16) to Thirty (30) days                  | 100% of <b>Your Monthly Loan/Lease Payment</b> . |
| Thirty-One (31) to Sixty (60) days                | 200% of <b>Your Monthly Loan/Lease Payment</b> . |
| Sixty-One (61) or more days                       | 300% of <b>Your Monthly Loan/Lease Payment</b> . |

\*\*At no point shall the **CPR Benefit Amount** exceed the total cost of the repair order

This **Membership** is limited to the issuance of three (3) consecutive monthly car payments for (3) covered events under this **Car Payment** section during the **Membership Term**.

**How To Request A Benefit:** **You may only request a benefit under this Membership after sixty (60) days of the Membership Date of this Membership**. In the event that **You** need to request a benefit under this **Membership**, **You** must provide the following documents to the **Administrator** within thirty (30) days of the completion of the repair:

1. A copy of this **Membership**.
2. A copy of **Your Finance Contract** showing the **Covered Vehicle** and the terms of the contract including the inception date, **Lender**, and the **Monthly Loan/Lease Payment**
2. A copy of the repair order for the **Covered Service Event**, showing the date the repair was started and the date the repair was completed, as well as an itemized list of the services performed.
3. Any additional reasonable documentation requested by the **Administrator**.

**HOW TO CANCEL OR TRANSFER THIS MEMBERSHIP**

**Cancellation:**

**By You:** Provided that no benefit has been issued under this **Membership**, **You** may cancel this **Membership** by submitting a written request to the

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**Seller** or the **Administrator** and including a copy of this **Membership**. During the first sixty (60) days from the **Membership** Date, **We** will refund **You** 100% of the **Membership** purchase price. After the first sixty (60) days from the **Membership** Date, **We** will refund **You** a pro rata refund of the **Membership** purchase price, based on the maxim **Membership** Term remaining, less a twenty-five-dollar (\$25) cancellation fee (unless other state regulations apply). In the event that any benefit(s) have been issued under this **Membership**, the full amount of such benefit shall be deducted from the refund due, where allowed by state law.

**By Us: We** may only cancel this **Membership**, if the **Covered Vehicle** does not qualify for coverage, or for material misrepresentation, or fraud by **You**. If **We** cancel this **Membership**, **We** will refund **You** 100% of the **Membership** purchase price and mail to **You** a notice outlining the specific nature of reason for cancellation. The validity of the **Membership** will cease no more than five (5) days from the postmark date of such notice.

**Transfer:** This **Membership** is not transferable and any change of ownership of the **Covered Vehicle** shall terminate this **Membership**.

### HOW TO DISPUTE A BENEFIT REQUEST

Both the **Obligor** and **You** agree that, prior to taking any formal legal action, all disputes and controversies of every kind and nature arising out of this **Membership** shall be submitted to arbitration administered by the American Arbitration Association (AAA), in accordance with its rules for such cases then in effect, and any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to an award of reasonable attorneys' fees as well as costs and fees of arbitration. Either party may request that the award of the arbitrator be accompanied by a reasoned opinion.

### WHAT THIS MEMBERSHIP DOES NOT COVER

The coverage afforded under this **Membership** does not apply to:

#### **General Exclusions:**

1. Any **Membership** not registered with the **Administrator**.
2. Any incidental or consequential loss or damage whatsoever, including but not limited to: loss of use; damage or injury to person or property; rental car, travel or accommodation expenses; or any other expense that does not directly relate to the coverage provided by this **Membership**;
3. Any loss for which there was no physical damage insurance in place on the **Covered Vehicle** at the time of the loss;
4. The **Covered Vehicle** being used for **Commercial Use**, snow plowing, competition or speed events.
5. Any benefits requested arising from conditions that existed prior to inception of or after the expiration of the **Membership** Term.
6. The **Covered Vehicle** being modified from the manufacturer's original specifications regardless of when the modifications were made.
7. Any **Membership** obtained or benefit requested, through misrepresentation of material facts or fraud.
8. Any loss that occurs outside of the United States, its territories or possessions.
9. Any loss that occurs prior to or after the expiration of the **Membership** Term.
10. Any loss, damage, or delay in repairs resulting from, but not limited to, manufacturer's defect, war, whether or not declared, invasion, civil war, insurrection, rebellion or revolution, nuclear reaction, radioactive contamination, national disasters, state emergencies, any/all power surge events, acts of God.
11. Any loss resulting directly or indirectly from any dishonest, fraudulent, illegal, or criminal act by **You** or anyone acting on **Your** behalf, whether acting alone or in collusion with others; or due to conversion, secretion or embezzlement by any person in lawful possession of the **Covered Vehicle**.
12. Any amount in excess of the maximum liability or stated limitations in each coverage section of this **Membership**.
13. Any **Covered Vehicle** for which the purchase price is less than five thousand dollars (\$5,000) or greater than one hundred twenty-five thousand dollars (\$125,000);
14. Any **Covered Vehicle** with a salvage, rebuilt or branded title.
15. Any of the following vehicles or vehicle types: any vehicle having a gross vehicle weight rating in excess of fifteen thousand (15,000) pounds; exotic or one off vehicle, including, but not limited to: Alfa Romeo, Alpina, Ascari, Avanti, Bugatti Noble, Pagani, Panoz, Saleem, Spyker, TVR, Daewoo, Bentley, Lamborghini, Lotus, Maserati, Ferrari, Rolls Royce; recreation vehicle; cargo van; limousine; taxi; bus; vehicle used for rental or in a fleet; box, dump, flat bed, semi cab, towing or utility trucks; a vehicle which has been classified as a "lemon" and has not been corrected; or
16. Any **Membership** for which the **Term** exceeds sixty (60) months.

**In addition to everything listed above in the section entitled General Exclusions, the following are not covered by this Membership with respect to: Section I. - Covered Collision:**

1. Any loss for non-collision repair work or where the loss does not qualify as a **Covered Collision**.
2. Any loss where the collision insurance claim is filed: (a) under a name other than the **Member's** name; (b) for a vehicle other than the **Covered Vehicle**.
3. Any loss where the total cost to repair the **Covered Vehicle** is less than five hundred dollars (\$500) or the **Member** had no out of pocket expenses;
4. Any expense that is not directly related to the physical repair of the **Covered Vehicle**.
5. Any loss where the **Administrator** has not received the required documentation within thirty (30) days of the primary insurance settlement dispersal; or
6. Any loss in which the repairs were not performed at a facility licensed to perform such repairs or make such determinations as to cost, duration, or value in conjunction with a benefit request.

**In addition to everything listed above in the section entitled General Exclusions, the following are not covered by this Membership with respect to: Section II. - Constructive Total Loss:**

1. Any loss that is not deemed a **Constructive Total Loss**;
2. Any loss where the **Administrator** has not received the required documentation within sixty (60) days of the primary insurance settlement dispersal; or
3. Any **Replacement Vehicle** which has an **Actual Cash Value** less than that of the **Covered Vehicle**.

**In addition to everything listed above in the section entitled General Exclusions, the following are not covered by this Membership with respect to: Section III. - Car Payment:**

1. Any service event that does not qualify as a **Covered Service Event** under this **Membership**.
2. Any **Covered Service Event** not performed by a facility licensed to perform such repairs or make such determinations as to cost, duration, or value in conjunction with a benefit request.
3. Any repair which the manufacturer's guidelines suggest such repair duration will be in excess of seven (7) days.
4. Any **Covered Service Event** where the required documentation was not supplied to the **Administrator** within thirty (30) days of completion of the repair;
5. Any **Covered Service Event** which does not require the **Covered Vehicle** to remain out of **Your Care, Custody, or Control** for the duration of the **Covered Service Event**, even if **You** choose to allow the **Covered Vehicle** to remain out of **Your Care, Custody, or Control** for the duration of such event;
6. Any delay in repairs to the **Covered Vehicle** caused by:
  - a. **You** receive possession of the **Covered Vehicle** after the repair is completed including but not limited to any completed repairs that are not to **Your** satisfaction.

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- b. Confiscation or repossession of the **Covered Vehicle**.
  - c. Parts being unavailable outside of the **Participating Dealer's** control including but not limited to loss of shipment or parts that are no longer manufactured.
  - d. Any intentional acts by **You**, including a misstatement or misrepresentation of facts; or
7. Any service event after which three (3) **CPR Benefit Amounts** have already been covered under this **Membership**.

**SEVERABILITY**

If any provision, or portion thereof, of this **Membership** is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this **Membership** shall remain in full force and effect.

**TO FILE A CLAIM FOR ANY BENEFIT UNDER YOUR CPR MEMBERSHIP**

**PLEASE CONTACT THE PROGRAM ADMINISTRATOR DRIVESMART AUTO CARE INC.**  
**BY CALLING: 888-578-3711; OR BY SENDING AN E-MAIL TO: SZIGRAY@MYDRIVESMART.COM**