

due to collision, fire, flood or vandalism. Towing from a service station, garage or repair shop. Towing by other than a licensed service station or garage; vehicle storage charges; a second tow for the same disablement. 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. 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. Repeated service calls for a covered vehicle in need of routine maintenance or repair. Services received independently from CT Auto Club, Inc., without prior authorization from CT Auto Club, Inc.

Only one disablement for the same service type during any seven-day period will be accepted. *THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.*

IX. WHAT IS NOT COVERED:

Coverage is not provided under this Contract for any of the following Exclusions:

- A.** For any repair or replacement made without prior authorization from Administrator to Licensed Repair Facility.
- B.** For any pre-existing condition, for any Breakdown occurring prior to the Effective Date and Mileage or reported after the Expiration Date or Mileage, or if the information provided by You, or the licensed repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- C.** For any loss caused by faulty or negligent auto repair work, improper servicing or installation of defective parts. Any repair that has been misdiagnosed by the Licensed Repair Facility, or any failure that cannot be verified as accurate or is found to be inaccurate.
- D.** For maintenance services and parts described in Your Vehicle's Owner's Manual as supplied by the manufacturer and other normal maintenance services including, but not limited to: tune ups, alignments, coolants, lubricants, hazardous/environmental waste charges or disposal fees and shop supplies.
- E.** In *Omega Prestige*, any of the following parts: spark plugs, glow plugs, filters, fluids, 12V lead-acid batteries, batteries, hoses, clamps, belts, tires, wheels/rims, wheel covers, wheel lugs and lug nuts, valve stems, light bulbs, sealed beams, LED lighting, lenses, brake rotors, brake drums, brake shoes, brake pads, upholstery, paint, glass, trim, moldings, outside ornamentation, weather strips/body seals, door handles, lift gate handles, tailgate handles, door bushings/bearings, body panels, sheet metal, bumpers, frames/sub-frames and structural body parts and body components, brackets, convertible top assemblies, vinyl tops, canvas tops, fabric tops, fiberglass tops, convertible tops, conversion van appliances, lost or missing parts, electronic diagnostic equipment fees, freight, any repairs to correct rust, corrosion, water intrusion, water ingestion, water damage, water leaks, air leaks, wind noise, squeaks, rattles, odors, carburetors, manual/hydraulic clutch assembly (friction clutch disc and pressure plate, throw out and pilot bearing). Any options/equipment not originally installed by the vehicle manufacturer.
- F.** In *Omega Premier Unlimited, Omega Premier, Omega Comprehensive+, Omega Comprehensive, Omega Powertrain+ and Omega Powertrain*: any of the following parts: spark plugs, spark plug wires, glow plugs, filters, fluids, 12V lead-acid batteries, batteries, battery cables/harness, belts, paint, carpet, bright metal, trim, sheet metal, bumpers, body panels, glass, moldings, upholstery, lenses, sealed beams, LED Lighting, headlight assemblies, light bulbs, brake rotors, brake drums, brake shoes, brake pads, fuses, circuit breakers, cellular phones, remote control consoles, radar detection devices, weather strips/body seals, all exhaust components, the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, emission vapor sensors, gas cap filler neck, catalytic converter; hoses, clamps, distributor cap and rotor, shock absorbers, manual/hydraulic clutch assembly (friction clutch disc and pressure plate, throw out and pilot bearing), outside ornamentation, frames/sub-frames and structural body parts and body components, brackets, door handles, lift gate handles, tailgate handles, door bushings/bearings, conversion van appliances, vinyl top, convertible top, canvas tops, convertible top assemblies, fabric top, fiberglass top, hardware or linkages (covered only as part of repair or replacement of a covered part), tires, wheel/rims, wheel balances, wheel covers, wheel lugs and lug nuts, valve stems, safety restraint systems (including airbags), lost or missing parts, electronic diagnostic equipment, freight, any repairs to correct rust, corrosion, water intrusion, water ingestion, water damage, odors, carburetors, air and water leaks, wind noise, squeaks, rattles. Fastening hardware (external nuts, bolts, springs, brackets, etc.) are only covered when required in connection with the replacement of a covered part, but never as a cause of failure. Any options/equipment not originally installed by the vehicle manufacturer.
- G.** For any damage and/or Breakdown resulting from damage caused to a Covered Part by impact or any other external force known or unknown, collision, bent or twisted parts, rust or corrosion, salt, environmental damage, contamination, oxidation, carbon, sludge, varnish, restricted oil passages, lack of proper quality or quantity of fluids or lubricants, damage caused when the engine exceeds the manufacturer's maximum recommended operating temperature (as indicated by gauges, warning lights, or audible warning sounds, warped, discolored or melted parts). Engine block and cylinder heads are not covered if damaged by overheating, freezing or warping. Any Breakdown resulting from acts of nature including but not limited to lightning, earthquake, windstorm, volcanic eruption, and freezing.
- H.** For any Breakdown caused by Your failure to follow the instructions in *Section VII-A YOUR MAINTENANCE REQUIREMENTS*, any Breakdown where maintenance records pertaining to a Breakdown have been requested by Us but cannot be produced or verified, or Breakdown as a result of lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle. For any loss caused by faulty or negligent auto repair work, improper servicing or installation of defective parts. Any repair that has been misdiagnosed by the Licensed Repair Facility, any failure that cannot be verified as accurate or is found to be inaccurate.
- I.** For new vehicles that do not have the full manufacturer's warranty in place or acknowledged by the Manufacturer. Breakdown or failure costs that should be covered by a manufacturer's warranty, recall, or any other dealer assistance program. Breakdown or failure costs that should be covered by the warranty of parts or workmanship on a previously repaired or replaced component, regardless of the manufacturer's or repairer's ability to pay for such repairs or when the responsibility for the repair is covered by Your primary insurance.
- J.** For any repair for the purpose of correcting the gradual reduction of performance when a Breakdown has not occurred. Burnt valves, and/or burnt pistons are not covered. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel, fuels containing more than ten (10%) percent ethanol (if the engine was not manufactured for this mixture), excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants or improper engine adjustments. Any Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, or lack of lubrication. Repairs to seized or damaged parts due to operation without sufficient oil or coolant.
- K.** For loss of time, expense, storage charges, loss of use of Vehicle, loss of profits, income or other consequential damages, including, but not limited to loss or damage or injury to persons or property resulting from Breakdown of any of the covered parts.
- L.** For accidental loss or damage, physical damage, collision or upset, road hazard, falling objects, fire, theft, larceny, hail, explosion, lightning, earthquake, windstorm, water, flood, malicious mischief, vandalism, riot, civil unrest, negligence, abuse or misuse, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle.

Administrator: EGV Companies, Inc.

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- M.** For any Breakdown caused by rust, residue, electrolysis or corrosion. Any Breakdown caused by the failure of any nuts, bolts or fasteners unless internally lubricated.
- N.** For any Vehicle that has been issued a Salvage or Rebuilt title unless the appropriate Salvage/Rebuilt Add-On is selected in the Declarations Section and the appropriate surcharge has been paid. The following are excluded from Coverage under this Contract irrespective of whether the Salvage/Rebuilt Option is selected: Any vehicle that has ever been issued a branded title for assembled, dismantled, scrap, fire, flood, saltwater, junk or parts only, or declared a "lemon"; Any vehicle that has been declared true mileage unknown (TMU), has a failed, broken, disconnected or altered odometer; Any vehicle on which the actual accumulated mileage cannot be determined for any reason.
- O.** For a Breakdown of a covered component/part caused by Your refusal to perform reasonable repairs recommended by the dealer, Repair Facility, or Administrator. Any damage caused by failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes but is not limited to Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure. Lack of mechanical knowledge is not an excuse for continued operation.
- P.** For any part or repair that a repair facility or manufacturer recommends or requires to be repaired, replaced, adjusted or updated (including updating software or programming), in conjunction with a covered repair when a Breakdown of that part has not occurred. This includes modifications, replacement, or alteration of original systems necessitated by the replacement of an obsolete, superseded, redesigned, or unavailable part.
- Q.** For the Breakdown of the HEV Battery/Battery Pack and/or replacement of HEV Battery cell(s) that are causing degradation in its ability to hold adequate charge unless the appropriate HEV Battery/Battery Pack Add-On is selected in the Declarations Section and the appropriate surcharge has been paid. The allowable capacity is the lesser of 70% or the manufacturer's capacity allowance and said Vehicle is current plus 5 model years old with less than one hundred thousand (100,00) miles on the odometer at time of Contract purchase. All other causes except for HEV Battery Breakdown due to normal usage and charging standards are excluded.
- R.** For Commercial Use Vehicles unless the appropriate Commercial Use Add-On is selected in the Declarations Section and the appropriate surcharge has been paid. The following are excluded from Coverage irrespective of whether the Commercial Use Add-On is selected: a vehicle used for the purpose of rental, taxi, limousine or shuttle, towing/wrecker service; a vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; a police or emergency service vehicle or a vehicle with a municipal tag; or vehicles used for principally off-road use, prearranged or organized racing or competitive driving.
- S.** If any alterations have been made to Your Vehicle or you are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to: the failure of any custom or add-on part, trailer hitches, suspension reductions, or undersized wheels or tires. The maximum tire height modification allowed is four (4) inches in overall diameter larger than the manufacturer's specifications as displayed on the placard of Your Vehicle. Also, not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications. Any modification that voids the original manufacturer warranty will also void the coverage provided under this contract.
- T.** For frame and suspension modifications. For Lift Kits unless the Lift Kit Add-On is selected in the Declarations Section and the appropriate surcharge has been paid. Frame and suspension modifications exceeding a six inch (6") lift or a four inch (4") drop are excluded from Coverage irrespective of whether the Lift Kit Add-On is selected. The Lift Kit Add-On option does not apply to *Omega Prestige* coverage and is included without additional surcharge.
- U.** For any Breakdown or failure occurring outside of the United States or Canada.
- V.** For any repair or replacement of any covered part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer under normal operating conditions, or for any part that a repair facility or manufacturer recommends or requires to be replaced or repaired or is an update and is not a Breakdown. Damage to covered part due to failure of a non-covered part is also excluded.

X. TRANSFER OF MANUFACTURER'S WARRANTY:

You are responsible for the transfer, and any applicable transfer fees, to retain all manufacturer's warranties available on the vehicle listed in the Declarations Section of the Contract. Failure to transfer the manufacturer's warranty can result in nonpayment of a claim if the manufacturer's warranty would normally have been in effect if the transfer had not been made.

XI. GUARANTEE:

Our obligations and the performance to You under this Contract are guaranteed and insured by a policy issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd, Building 100, Suite 500, Jacksonville, FL, 32256, (800) 888-2738, except in California, Rhode Island and Wisconsin, where Our obligations are guaranteed and insured by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, (800) 888-2738. If a covered claim or refund is not paid within sixty (60) days (thirty (30) days in Arizona) after proof of loss has been filed, You may file a claim directly with the Insurance Company by contacting the Insurance Company at the number provided above. Lyndon Southern insurance Company does not insure the obligations of CT Auto Club, Inc.

XII. CANCELLATIONS:

You may cancel this Contract at any time by forwarding Your written request, within thirty (30) days after the requested cancellation date, to the Selling Dealer or the Administrator. If You cancel this Contract, coverage will terminate and will not be reinstated. A copy of Your Contract and a notarized odometer statement indicating the odometer reading of Your Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first thirty (30) days of the date the Contract was issued to You and You have not incurred a claim ("Free Look Period"), the Contract is void and the entire Contract purchase price will be refunded, less an administrative fee of fifty (\$50) dollars. If the Contract is canceled after the Free Look period, the unearned Contract purchase price will be refunded calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars and less any claims paid. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

We may cancel this Contract based on one or more of the following reasons: (1) Your Vehicle's odometer is disconnected or altered; (2) Your Vehicle is used in a manner not covered by this Contract; (3) The contract purchase price is not paid; or (4) Your Vehicle has been altered beyond manufacturer's specifications. If We cancel this contract during the Free Look Period, the entire Contract purchase price will be refunded, less and administrative fee of fifty (\$50) dollars. If We cancel the contract after the Free Look Period, the unearned Contract

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