

RoadHero Terms and Conditions

Effective Date: **[Insert Effective Date]**

These Terms and Conditions ("Terms") govern your participation in the RoadHero Program ("Program"), a suite of non-insurance, vehicle-related membership benefits offered by Toco Warranty Corporation ("Toco," "we," "our," or "us"). By enrolling in the Program, you agree to comply with these Terms.

1. Definitions

- Member: The individual enrolled in the RoadHero Program.
- Vehicle: The personally owned automobile registered under the Member's name and covered under the Program.
- Program: The RoadHero membership plan providing vehicle-related benefits as described herein.
- Benefit Period: The time during which the Member is eligible to receive benefits under an active membership.
- Reimbursement: Monetary repayment for eligible out-of-pocket expenses, subject to submission of valid receipts and proof of repair.
- Third-Party Provider: Any vendor, platform, or partner providing benefits or services through the Program.
- Effective Date: The date the Member's enrollment becomes active.
- Waiting Period: The 30-day period following the Effective Date before certain Reimbursement benefits become available.

2. Program Overview

RoadHero is a membership-based program offering vehicle support services, travel reimbursements, and member-exclusive perks. RoadHero is not an insurance policy and does not replace or modify any existing vehicle service contract.

3. Eligibility

Membership is available to U.S. and Canadian residents aged 18 or older (excluding Iowa). Coverage applies only to personal-use vehicles. Commercial, salvage, or gray-market vehicles are excluded.

4. Covered Services and Limitations

4.1 Vehicle Support Benefits

CarGenius Access

Complimentary access to CarGenius, a virtual auto expert platform offering repair insights and diagnostics.

Disclosure: "CarGenius is an informational resource only and does not constitute professional mechanical advice or repair authorization. All repair decisions remain the responsibility of the Member and their chosen repair facility."

Openbay Plus Access

Discounts available through participating Openbay-certified repair shops.

One (1) complimentary report per covered Vehicle annually. Disclosure: "Report provided by a third-party vendor. Availability and data accuracy are subject to the reporting service's data sources and terms."

Oil Change Discounts

Exclusive savings through participating oil change providers.

Digital Glovebox

Digital access to maintenance records and vehicle data. Disclosure: "Data stored in the Digital Glovebox is provided by the Member or linked partner systems. Toco does not independently verify or guarantee record accuracy."

4.2 Reimbursement Benefits

All Reimbursements require valid receipts and proof of completed repairs. Reimbursement Benefits begin 30 days after enrollment. The event giving rise to a claim must occur during the active Benefit Period. Claims must be submitted within 30 days of the event.

- Autoglass Deductible Reimbursement – Up to \$100 annually.
- Roadside Rescue Reimbursement – Up to \$125 per occurrence, \$250 annual limit.
- Rental Car Reimbursement – Up to \$120 (max two days) per occurrence, \$240 annual limit.
- Trip Interruption Reimbursement – Up to \$100/day, max \$300 per event, \$300 annual limit.

4.3 Member Perks

Toco Rewards – Access exclusive discounts on travel, dining, and shopping. Disclosure: “Referral Rewards are issued as non-cash Reward Points and may only be redeemed within the Toco Rewards platform.” Reward Dollars hold no cash value.

Referral Bonus – Earn 250 Reward Points for each qualifying referral who remains active for 90 days.

White Glove Concierge Service – Provides support during repair events and helps arrange roadside assistance, rentals, or reimbursements.

5. Claim Submission Requirements

Claims must include itemized receipts, proof of completed repair (if applicable), and Member name and vehicle details. Claims must be submitted within 30 days of the event and may take 4–6 weeks to process. Accounts must remain in good standing for eligibility.

6. Refunds and Termination

You may cancel your membership at any time by written or electronic notice. Benefits terminate immediately upon cancellation. Where required by law, prorated refunds will be issued within 45 days. If Toco cancels the Program, you will receive a prorated refund of unearned fees. Toco reserves the right to cancel for fraud or material misrepresentation.

7. Limitation of Liability

Toco's total liability under this Program shall not exceed the total amount of membership fees paid in the twelve (12) months preceding the event giving rise to the claim.

8. Privacy and Data Use

Your participation authorizes Toco and its partners to use and share information as necessary to administer benefits. Use of third-party platforms is governed by their respective privacy policies.

9. Modifications

Toco may modify or terminate Program benefits with thirty (30) days' written notice to active Members, except where immediate modification is required for compliance or service continuity.

10. Dispute Resolution / Arbitration

Any dispute arising from or relating to this Program shall be resolved by binding arbitration administered under the Federal Arbitration Act. Arbitration shall occur in Harris County, Texas and may be done via video conference; this arbitration agreement is made pursuant to a transaction in interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.).

Both parties waive the right to a jury trial or class action. Either party may bring an individual claim in small claims court instead of arbitration.

11. Governing Law

These Terms are governed by the laws of the State of Texas, without regard to conflict of law principles.

12. Force Majeure

Toco shall not be liable for any delay or failure in performance caused by events beyond its reasonable control, including natural disasters, labor disputes, or third-party service interruptions.

13. Non-Insurance Disclaimer

This Program provides access to membership benefits and reimbursements only. It is not an insurance policy or vehicle service contract, and no risk is transferred. Benefits are limited to the terms stated herein.

14. State Disclosures / Compliance Footnote

Membership benefits described herein are provided by Toco Warranty Corporation. Program not available where prohibited. Certain benefits may vary by state. Residents of Florida, Texas, and Washington should refer to specific state disclosures available upon request.

15. Contact Information

Toco Warranty Corporation

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