



## RoadHero Terms and Conditions

Version 13 | May 1, 2026

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 (“Toco,” “we,” “our,” or “us”). By enrolling in the **Program**, you agree to comply with these Terms. Please read them carefully before enrolling.

### 1. Definitions

**Active Benefit Period:** The period during which the Member is eligible to receive Reimbursement Claims under an active Membership in Current Payment Status. The Active Benefit Period begins 30 days after the Effective Date. A Member whose account is not in Current Payment Status is not eligible for Reimbursement Claims until payment is brought current.

**Annual Limit:** The maximum total amount a Member may receive for a specific benefit category within a 12-month period, beginning on the Effective Date or each anniversary thereof. Annual Limits do not carry over and reset upon each enrollment anniversary. Exhaustion of an Annual Limit for one benefit category does not affect other benefit categories.

**Claim:** A documented request for reimbursement arising from a Qualifying Event that occurs during the Active Benefit Period. To be valid, each Claim must: (a) relate to a single, discrete Qualifying Event; (b) be submitted within 30 days of the event; (c) be supported by documentation from a Verifiable Service Provider confirming the Mechanical Breakdown and the service or repair performed — this documentation requirement is a condition of the Claim definition and cannot be satisfied by Member self-reporting alone; (d) identify the Registered Vehicle by VIN or, where the VIN is not available on the service documentation, by a combination of year, make, model, and license plate number sufficient for the Administrator to confirm the vehicle matches the Registered Vehicle on file; (e) include proof of out-of-pocket payment by the Member; and (f) not duplicate a previously submitted Claim for the same event or the same claim category. Each Qualifying Event may give rise to only one Claim submission per claim category. Duplicate submissions for the same event — whether filed through different channels, on different dates, or with minor variations — will not be honored.

**Commercial Deployment:** The use of the Registered Vehicle in any for-hire, revenue-generating, or commercially operated capacity, including but not limited to: (a) rideshare platforms (Uber, Lyft, or similar); (b) food, grocery, or package delivery services (DoorDash, Instacart, Amazon Flex, GrubHub, or similar); (c) any autonomous or manufacturer-directed commercial operation in which the vehicle is made available to third parties or operated without the Member present, including but not limited to Tesla Network, Waymo, or any similar robotaxi or autonomous vehicle deployment program; and (d) any other use in which the Registered Vehicle is operated by or made available to individuals other than the Member for compensation. A vehicle used in any Commercial Deployment capacity is not eligible for Reimbursement Claims under this Program unless Toco has expressly authorized such use in writing through a separate agreement or Addendum applicable to the Member's Membership.

**Addendum:** A written amendment to these Terms and Conditions issued by Toco or its authorized administrator that modifies, supplements, or extends specific provisions of this Agreement. Addenda may be used to expand coverage to additional vehicle types (including fleet or commercial vehicles), introduce new benefit categories, adjust pricing, or accommodate specific employer or partner arrangements. All Addenda are incorporated into and made part of these Terms and Conditions upon issuance and acceptance by the Member or sponsoring employer. In the event of any conflict between an Addendum and these Terms, the Addendum shall control with respect to the subject matter it addresses.

**Administrator:** Toco Warranty, or any third-party entity designated by Toco to administer the Program on its behalf, including processing Claims, managing Member accounts, and issuing Addenda. The Administrator retains the right to modify Program terms, issue Addenda, and exercise discretion in Claims adjudication as set forth in these Terms.

**Current Payment Status:** An account for which all scheduled monthly payments have been received by Toco or its Administrator with no outstanding balance, failed payment, or unresolved dispute. An account in a grace period, payment dispute, chargeback, or suspension is not in Current Payment Status and is not eligible for Reimbursement Claims until the account is restored.

**Effective Date:** The date the Member's enrollment in the Program becomes active, as confirmed in the Member's enrollment confirmation.

**Electric Vehicle (EV):** A vehicle powered in whole or in part by an electric traction battery, including battery electric vehicles (BEVs), plug-in hybrid electric vehicles (PHEVs), and hybrid electric vehicles (HEVs) where the traction battery is the primary propulsion source. Electric Vehicles are eligible for enrollment as a Registered Vehicle subject to the same eligibility requirements as conventional vehicles. EV-specific roadside services, including flatbed towing required for vehicles that cannot be flat-towed and mobile charging services provided by a Verifiable Service Provider, are included within Roadside Rescue Reimbursement subject to the same per-occurrence (\$125) and annual (\$250) limits applicable to all Roadside Rescue claims.

**Mechanical Breakdown:** A sudden and unforeseen failure of a covered Vehicle component resulting from defect, wear, or mechanical failure that results in an actual loss of safe operability — meaning the Vehicle is inoperable or requires immediate roadside assistance or unplanned repair to restore safe operation — as determined by a Verifiable Service Provider. A Mechanical Breakdown must be an unplanned, emergency condition that necessitates either immediate roadside intervention or same-day unplanned repair. The illumination of a warning light, check engine light, or dashboard indicator alone, without an accompanying loss of safe operability or mandatory roadside intervention, does not constitute a Mechanical Breakdown. Whether a Vehicle has suffered a loss of safe operability is determined by the Verifiable Service Provider, not by the Member's self-assessment. Toco is not responsible for any determination, advice, diagnosis, or service provided by a Verifiable Service Provider, and the Member remains solely responsible for all repair decisions and vehicle safety. The following do not constitute a Mechanical Breakdown: (a) failures caused by collision, accident, vandalism, flood, fire, theft, or any other external event; (b) manufacturer recall where the manufacturer provides a remedy or reimbursement; (c) any condition for which the Member had documented prior knowledge before enrollment in the Program, as evidenced by prior service recommendations, diagnostic reports, warning light history, or repair estimates obtained before the Effective Date; (d) any service, repair, or tow arranged in advance on a non-emergency basis; (e) cosmetic, body, or appearance-related work not affecting Vehicle operability; and (f) warning light illumination or diagnostic codes without accompanying loss of operability.

**Member:** The individual, aged 18 or older, enrolled in the RoadHero Program as the named account holder. Membership is personal and non-transferable. Benefits may not be used on behalf of or assigned to any other individual or vehicle. Membership automatically renews monthly unless canceled in accordance with these Terms.

**Membership Perks:** Optional, non-cash offerings provided to a Member through Toco or third-party partners, such as discounts, reward points, or concierge services, which may be subject to separate terms and availability.

**Program:** The RoadHero Membership plan offered by Toco, which provides a Member with access to a suite of services, support resources, and Reimbursement Claims governed by these Terms and Conditions.

**Qualifying Event:** A Mechanical Breakdown of the Member's Registered Vehicle that: (a) occurs during the Active Benefit Period, after the Waiting Period has elapsed; (b) results in an actual loss of safe operability as determined by a Verifiable Service Provider, requiring immediate roadside assistance or unplanned repair; (c) is sudden, identifiable, and supported by documentation from a Verifiable Service Provider confirming the Mechanical Breakdown and the resulting service or repair; and (d) gives rise to a Claim under the Program. For purposes of determining when an event occurs, the date of a Qualifying Event is the date of first roadside dispatch or first documented service initiation — not the date of repair completion. An event that occurs during the Waiting Period does not become a Qualifying Event regardless of when the repair is initiated, completed, or submitted. A Vehicle condition for which the Member had documented prior knowledge before enrolling in the Program, or that is addressed through a scheduled or pre-arranged service, is not a Qualifying Event. Toco is not responsible for any determination, advice, or service provided by a Verifiable Service Provider. Benefits apply exclusively to the Registered Vehicle and do not extend to any other vehicle, including vehicles owned by household members, employers, or third parties.

**Registered Vehicle:** The single, personally owned automobile enrolled into the Program and identified by the VIN associated with the Member's enrollment. Only one vehicle may be registered per Membership at any time. The Registered Vehicle must be (a) personally owned by or titled to the enrolled Member or the Member's spouse or domestic partner, (b) titled in the Member's name or in the name of the Member's spouse or domestic partner at the time of enrollment and throughout the active Membership period, and (c) used for personal, non-commercial purposes. Where the vehicle is titled in the name of a spouse or domestic partner, the Member must be a regular primary operator of the vehicle. The following vehicles are not eligible for enrollment: company-owned, fleet, or employer-owned vehicles; vehicles held under a manufacturer or third-party subscription program, monthly vehicle-as-a-service arrangement, or long-term rental agreement in which title is retained by the manufacturer, fleet operator, or rental company rather than the Member or their spouse or domestic partner; vehicles with a commercial, salvage, or rebuilt title; non-automobile vehicles including motorcycles, RVs, boats, trailers, and off-road vehicles; and vehicles with a GVWR exceeding 10,000 lbs. A vehicle enrolled in any Commercial Deployment program is not eligible for Reimbursement Claims, regardless of when the vehicle was enrolled in the Program.

**Reimbursement Claims:** Documented requests for monetary repayment for eligible out-of-pocket expenses actually incurred and paid by the Member in connection with a Qualifying Event, subject to the submission requirements set forth herein. Reimbursement is limited to the Member's verified out-of-pocket cost and shall not exceed the stated per-occurrence or Annual Limit for the applicable claim category. Each claim category requires its own distinct supporting documentation; a single receipt or service order may not be used to support Claims under more than one claim category.

**Third-Party Provider:** Any vendor, platform, or service partner authorized to deliver components of the Program on Toco's behalf.

**Toco Rewards:** Non-cash reward points redeemable for discounts on travel, dining, shopping, or other offers through the Toco Rewards platform. Toco Rewards are available only to active accounts with Current Payment Status and may be subject to third-party terms. Toco Rewards have no cash value and are non-transferable.

**Vehicle:** The personally owned automobile enrolled in the Program as the Registered Vehicle. For purposes of this Program, "Vehicle" means a private passenger automobile only. Motorcycles, recreational vehicles (RVs), boats, trailers, off-road vehicles, and vehicles with a gross vehicle weight rating (GVWR) exceeding 10,000 lbs. are not eligible.

**Verifiable Service Provider:** A commercial business entity that can be independently confirmed through publicly available records, including a business name, physical address, and working telephone number. Self-employed individuals, informal service providers, and service receipts that cannot be independently verified do not qualify as Verifiable Service Providers for purposes of Claim submission. Toco is not responsible for and does not endorse, warranty, or guarantee the quality, accuracy, safety, or outcome of any service, diagnosis, determination, or repair provided by a Verifiable Service Provider. All decisions regarding vehicle repair, roadside service, and vehicle safety remain solely the responsibility of the Member and their chosen service provider. Any determination made by a Verifiable Service Provider regarding vehicle operability or safety is made independently of Toco and does not create any liability on Toco's part.

**Waiting Period:** The 30-day period following the Effective Date during which Reimbursement Claims are not available. An event that occurs during the Waiting Period is not a Qualifying Event and does not give rise to a valid Claim under any circumstance, regardless of when the Claim is submitted.

## 2. Program Nature and Disclaimers

This **Program** is a membership-based service contract providing incidental reimbursement benefits and does not constitute an insurance policy under any state jurisdiction. This **Program** provides access to **Membership Perks** and **Reimbursement Claims** only. No risk is transferred to Toco Warranty, and no indemnification is provided. The **Program** is not a Vehicle Service Contract and does not provide for the repair or replacement of vehicle components. **Reimbursement Claims** available under this **Program** are incidental benefits of Membership and do not constitute insurance, indemnification, or a promise to pay for loss. All **Reimbursement Claims** are secondary to any applicable insurance the Member carries. Members are expected to utilize their applicable automobile insurance before submitting **Reimbursement Claims** to RoadHero where such insurance exists.

**Program Overview:** RoadHero is a Membership-based **Program** offering **Vehicle** support services, travel reimbursements, and **Membership Perks**. RoadHero is not an insurance policy and does not replace or modify any existing **Vehicle** service contract. **Reimbursement Claims** under this **Program** are limited to **Mechanical Breakdowns** of the **Registered Vehicle** and do not apply to vehicle accidents, collisions, flood, fire, theft, or events covered by the Member's automobile insurance, except where expressly stated. RoadHero is designed to support Members when their car breaks down — not when it is involved in an accident. Benefits are available only to **Members** in **Current Payment Status** during the **Active Benefit Period**.

## 3. Eligibility

To enroll in and maintain an active Membership, all of the following conditions must be met:

- The **Member** must be a U.S. or Canadian resident, aged 18 or older.
- The **Registered Vehicle** must be a personally owned private passenger automobile, titled in the Member's name or in the name of the Member's spouse or domestic partner, used for personal non-commercial purposes. Where titled to a spouse or domestic partner, the Member must be a regular primary operator of the vehicle.
- Only one active Membership is permitted per **Vehicle** Identification Number (VIN). If a VIN is already associated with an active Membership, a duplicate enrollment will not be accepted.
- Vehicles with a commercial, salvage, or rebuilt title are not eligible.
- Non-automobile vehicles, including motorcycles, RVs, boats, trailers, and off-road vehicles, are not eligible.
- Company-owned, employer-owned, or fleet vehicles are not eligible, even if used primarily by the **Member** for personal transportation.
- Vehicles held under manufacturer or third-party subscription programs, vehicle-as-a-service arrangements, or long-term rental agreements in which title is not held by the **Member** are not eligible.
- Membership is non-transferable and may not be assigned to another individual or vehicle without Toco's prior written consent.
- The Member's account must remain in **Current Payment Status** for **Reimbursement Claims** to be available.

## 4. Covered Services and Limitations

### 4.1 Vehicle Support Benefits

**Auto Repair Expert Access:** Complimentary access to an auto repair expert who helps you navigate car repairs, pricing, and service shops. *Disclosure: Auto Repair Expert Access 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.*

**Repair Shop Network Access:** Discounts and savings available through our participating network of certified repair shops. Our repair shop network partner provides upfront pricing, trusted shop connections, and online appointment booking tools to simplify car ownership. The **Administrator** reserves the right to change the network partner from time to time; the service and **Member** benefits will be maintained regardless of the platform provider.

**Vehicle History Report:** One (1) complimentary report per **Registered Vehicle** per enrollment year. Report is available for the **Registered Vehicle** only. *Disclosure: Report may be provided by a third-party vendor. Availability and data accuracy are subject to the reporting service's data sources and terms. By accessing a Vehicle History Report through the Program, the Member grants Toco a perpetual, irrevocable, royalty-free license to use data contained in or derived from such reports for Program administration, claims verification, fraud detection, and internal analytics purposes. This license does not affect the Member's rights under applicable privacy law, including the right to request access to or deletion of personal data.*

**Oil Change Discounts:** Exclusive savings through participating oil change providers.

**Digital Glovebox:** Digital access to maintenance records and **Vehicle** data for the **Registered Vehicle** only. The Digital Glovebox is available exclusively for the **Registered Vehicle** enrolled under the **Member's** active Membership. *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. Records stored in the Digital Glovebox do not constitute verified proof of service for Claim submission purposes. By uploading or storing data in the Digital Glovebox, the Member grants Toco a perpetual, irrevocable, royalty-free license to use such data for Program administration, claims verification, fraud detection, and internal analytics purposes. This license does not affect the Member's rights under applicable privacy law, including the right to request access to or deletion of personal data in accordance with applicable law, including the California Consumer Privacy Act (CCPA) where applicable.*

#### 4.2 Reimbursement Claims

The following **Reimbursement Claims** are available to Members in **Current Payment Status** during the **Active Benefit Period**. All claims are subject to the General Claims Requirements in Section 5. Toco and its **Administrator** reserve the right to request additional documentation, contact service providers directly to verify Claims, investigate suspicious activity, exercise discretion in adjudication, and deny Claims found to involve misrepresentation, duplicate submission, fabricated documentation, or fraud. Toco also reserves the right to cancel a Membership for abuse of **Program** benefits, pattern misuse, or material misrepresentation.

##### Auto Glass Deductible Reimbursement

If the **Registered Vehicle** sustains auto glass damage, RoadHero will reimburse the **Member** for eligible out-of-pocket expenses related to that damage, regardless of the cause. Where the **Member** carries applicable automobile insurance for auto glass, that insurance must be utilized first before a **Reimbursement Claim** is submitted to RoadHero. RoadHero reimburses only the **Member's** remaining verified out-of-pocket expense after any applicable insurance benefit has been applied, up to \$100 per year. Where the **Member** has no applicable insurance, RoadHero reimburses the actual out-of-pocket repair cost, up to \$100 per year.

- One (1) auto glass claim per **Registered Vehicle** per enrollment year.
- Where the **Member** files a claim through their auto insurance, the **Member** must provide the insurance carrier name and claim number, along with proof of the deductible or out-of-pocket amount paid.
- Where the **Member** does not file through insurance (including where no applicable insurance exists or the policy carries a \$0 deductible), RoadHero will reimburse the **Member's** actual out-of-pocket repair cost up to \$100, subject to submission of a paid repair receipt from a **Verifiable Service Provider**.
- Reimbursement is limited to the lesser of the actual out-of-pocket amount paid or \$100. The \$100 annual limit applies regardless of the cause of damage or the number of glass events.

##### Roadside Rescue Reimbursement

If the **Registered Vehicle** experiences a **Mechanical Breakdown** and the **Member** requires emergency roadside assistance, RoadHero will reimburse the **Member** for out-of-pocket costs incurred for covered services, up to \$125 per **Qualifying Event** and up to \$250 per year. For Electric Vehicles, covered services include flatbed towing where the vehicle cannot be flat-towed and mobile charging services provided by a **Verifiable Service Provider**; **EV**-specific services are subject to the same per-occurrence and annual limits as all other Roadside Rescue claims.

**Covered services include:** towing (including flatbed towing for EVs and vehicles requiring flatbed transport), battery jump-start, mobile **EV** charging, flat tire change, fuel delivery, and lockout assistance.

**The following are NOT covered under Roadside Rescue Reimbursement:**

- Scheduled or non-emergency tows arranged in advance.
- Transportation services including rideshare (Uber, Lyft) or taxi.
- Routine maintenance services including oil changes, tire rotations, or inspections.
- Services performed on any vehicle other than the **Registered Vehicle**.
- Any service not expressly listed as a covered service above.

##### Conditions:

- Service must be performed by a **Verifiable Service Provider**. Receipts from unverifiable or informal providers will not be accepted.
- Receipts must show the service provider name, date of service, service type, and amount paid by the **Member**.
- The Registered Vehicle's VIN must be provided with each **Claim** submission.
- Each **Qualifying Event** may be submitted only once. Duplicate submissions for the same event — identified by matching provider name, VIN, and service date — will be denied.
- Reimbursement is limited to the Member's actual out-of-pocket cost, not to exceed \$125 per occurrence or \$250 per year.

##### Rental Car Reimbursement

If the **Registered Vehicle** experiences a **Mechanical Breakdown** and requires repair at a facility, RoadHero will reimburse the **Member** for the cost of a rental car during the documented repair period, up to \$125 per **Qualifying Event** and up to \$250 per year. Rental Car Reimbursement applies only when the **Registered Vehicle** is inoperable due to a covered **Mechanical Breakdown**. Rentals necessitated by vehicle accidents, collisions, or any event covered under the **Member's** automobile insurance are not eligible under this benefit.

- The rental must be necessitated by a **Mechanical Breakdown** of the **Registered Vehicle** specifically. Rentals during accident-related repairs, body shop visits, cosmetic repairs, scheduled maintenance, or any repair not resulting from a **Mechanical Breakdown** are not eligible.

- Rental reimbursement covers the period the vehicle is at the repair facility for a covered **Mechanical Breakdown**. Rental days extending beyond the documented repair period are not eligible.
- The rental must be obtained from a commercially operating, **Verifiable Service Provider**. Informal arrangements, rideshare receipts, and unverifiable rental receipts are not eligible.
- The Registered Vehicle's VIN must be provided on both the **Claim** submission and the repair facility's service order. If the VIN on the service order does not match the **Registered Vehicle**, the **Claim** may be denied at the Administrator's discretion.
- Each **Qualifying Event** may be submitted only once. Duplicate submissions for the same repair event will be denied.
- Reimbursement is limited to the Member's actual rental cost, not to exceed \$125 per occurrence or \$250 per year.
- The **Member** must be personally operating or traveling in the **Registered Vehicle** at the time of the **Qualifying Event**. Rental Car Reimbursement claims where the **Member** was not present with the vehicle will not be honored.

#### **Trip Interruption Reimbursement**

If the **Registered Vehicle** experiences a **Mechanical Breakdown** more than 100 miles from the Member's primary residence and requires repair at a facility, RoadHero will reimburse the **Member** for receipted hotel and meal expenses incurred as a direct result of the breakdown, up to \$100 per day for a maximum of three (3) days (\$300 per occurrence per year).

- The **Mechanical Breakdown** must be the triggering event. Breakdowns caused by collision, accident, flood, fire, vandalism, or any other external event do not qualify for Trip Interruption Reimbursement.
- The repair facility's address must be located more than 100 miles from the Member's primary address of record at the time of the event. Toco will cross-reference the repair facility's address against the Member's address of record.
- All receipted expenses must be dated on or after the date of the documented **Mechanical Breakdown** as reflected on the repair facility's service order.
- A repair facility service order confirming the **Mechanical Breakdown** is mandatory documentation. Trip Interruption Claims submitted without a qualifying service order will not be processed.
- Meal reimbursement covers food only. Room service non-food items, spa services, and other non-meal charges are not eligible.
- Reimbursement period is limited to the number of days the vehicle is at the repair facility, up to a maximum of three (3) days.
- Members traveling with family members or dependents may include their receipted hotel and meal expenses within the \$100/day cap.
- The **Member** must be personally operating or traveling in the **Registered Vehicle** at the time of the **Qualifying Event**. Trip Interruption claims where the **Member** was not present with the vehicle will not be honored.

#### **4.3 Benefit Exclusions**

The following are excluded from all **Reimbursement Claims** under this **Program**:

- Events occurring during the **Waiting Period** (the first 30 days after the **Effective Date**).
- Events involving any vehicle other than the **Registered Vehicle**, including vehicles owned by household members, employers, friends, or third parties.
- Events caused by collision, accident, vandalism, flood, fire, theft, acts of nature, or any external force not constituting a **Mechanical Breakdown**.
- Accidents or losses covered by the Member's automobile insurance policy (except the Auto Glass deductible benefit, which is expressly designed to complement insurance).
- Breakdowns resulting from a manufacturer recall where the manufacturer provides a remedy or reimbursement.
- Breakdowns of motorcycles, RVs, boats, trailers, off-road vehicles, or any vehicle not qualifying as a private passenger automobile.
- Breakdowns of company-owned, fleet, or commercial vehicles.
- Breakdowns of vehicles with a salvage, rebuilt, or non-standard title.
- Services provided to a **Member** whose account is not in **Current Payment Status**.
- Claims submitted more than 30 days after the **Qualifying Event**.
- Claims not supported by receipts from a **Verifiable Service Provider**.
- Claims supported by fabricated, altered, or unverifiable documentation.
- Events occurring while the **Registered Vehicle** is being operated in any **Commercial Deployment** capacity, including rideshare, delivery, or autonomous commercial operation, unless Toco has expressly authorized such use in writing through a separate agreement or **Addendum** applicable to the Member's Membership.
- Rental Car and Trip Interruption claims where the **Member** was not personally operating or traveling in the **Registered Vehicle** at the time of the **Qualifying Event**.
- Malfunctions, failures, or operational limitations caused by manufacturer-issued over-the-air (OTA) software updates, remote feature adjustments, or software-defined vehicle modifications initiated by the manufacturer or a third-party platform, where the manufacturer acknowledges the change and provides a remedy, update, or reversal. Where no remedy is provided and the failure independently meets the definition of **Mechanical Breakdown**, normal claims procedures apply.
- Events on a vehicle whose mileage accumulation, usage pattern, or service documentation is inconsistent with personal non-commercial use, as determined by Toco during claims review.

#### 4.4 Membership Perks

**Toco Rewards** hold no cash value, are non-transferable, and are available only during the **Active Benefit Period** to accounts in **Current Payment Status**. *Disclosure: Toco Rewards are provided by a third-party vendor and may only be redeemed within the Toco Rewards platform.*

**Referral Bonus** – Members who refer a qualifying individual to the **Program** may earn a referral bonus upon the referred **Member** remaining active and in **Current Payment Status** for 90 days. The referral bonus amount — which may be paid in **Toco Rewards** points, account credits, or other consideration at the Administrator’s discretion — will be communicated at the time of referral and is subject to change. Both the referring and referred accounts must be active and in **Current Payment Status** to receive the bonus. Referral bonuses will not be issued until the 90-day activity requirement is confirmed. Toco reserves the right to review referral patterns for evidence of self-referral, collusion, or abuse and to withhold bonuses where such patterns are identified.

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

### 5. Claim Submission Requirements

#### 5.1 General Requirements

All Claims must satisfy every one of the following general requirements. Failure to meet any requirement is grounds for denial:

- The **Qualifying Event** must have occurred during the **Active Benefit Period** — after the 30-day **Waiting Period** has elapsed and while the Member’s account is in **Current Payment Status**.
- The **Claim** must be submitted within 30 days of the **Qualifying Event**. This is a hard cutoff. Claims submitted after 30 days will not be honored under any circumstances, including circumstances where the **Member** was unaware of the submission requirement.
- The **Claim** must identify the **Registered Vehicle** by its full VIN. Claims submitted without a VIN, or with a VIN that does not match the **Registered Vehicle** on file, may be held incomplete pending **Member** correction and are subject to the 30-day submission window. The **Administrator** reserves the right to exercise discretion in verifying vehicle identity where VIN information is unavailable from the service provider.
- All receipts must be from a **Verifiable Service Provider** and must show the provider’s business name, address, phone number, date of service, service type, and the amount paid by the **Member**. Handwritten receipts, screenshots of text messages, and receipts from unverifiable providers will not be accepted.
- Each benefit category requires its own distinct supporting documentation. A single receipt, invoice, or service order may not be used to support Claims under more than one benefit category for the same event.
- Each **Qualifying Event** may be submitted only once, and only under one **Claim** submission per benefit category. Duplicate submissions — whether submitted through different channels, on different dates, or with minor variations — will be identified and denied.
- Submission of false, fabricated, altered, or forged documentation constitutes fraud and will result in immediate **Claim** denial, Membership cancellation, and may be reported to appropriate authorities.

#### 5.2 Benefit-Specific Documentation Requirements

**Auto Glass:** Insurance carrier name and claim number; proof of deductible paid (EOB or insurer payment confirmation); or for \$0-deductible claims, a paid receipt from the glass repair provider.

**Roadside Rescue:** Itemized receipt from a **Verifiable Service Provider** showing service type, date, provider identity, and amount paid; **Registered Vehicle** VIN.

**Rental Car:** Itemized rental receipt from a commercially operating rental provider; repair facility service order confirming **Mechanical Breakdown** of the **Registered Vehicle** and overnight retention, with dates that correspond to the rental period; **Registered Vehicle** VIN on both documents.

**Trip Interruption:** Repair facility service order confirming **Mechanical Breakdown** and overnight vehicle retention; repair facility address (must be 100+ miles from Member’s address of record); receipted hotel and meal expenses dated on or after the breakdown date; **Registered Vehicle** VIN.

#### 5.3 Processing and Verification

Claims may take 4–6 weeks to process from the date of complete submission. Toco reserves the right to contact service providers directly to verify the authenticity and accuracy of submitted documentation. Toco may request additional supporting materials during review. Incomplete submissions will be held pending **Member** response; the 30-day submission window continues to run and is not tolled by an incomplete submission.

Toco reserves the right to request connected vehicle data, telematics records, or manufacturer-reported vehicle history as part of claims verification where such data is reasonably available and relevant to confirming the occurrence, location, nature, or vehicle use pattern of a claimed **Qualifying Event**. Members enrolled in connected vehicle programs — including but not limited to OnStar, Ford Pass, Tesla, or similar manufacturer telematics platforms — acknowledge that Toco may request and use such data in the adjudication of Claims. Toco will use such data solely for claims verification purposes and in accordance with its Privacy Policy.

### 6. Payment Status and Benefit Eligibility

**Reimbursement Claims** are available only to Members whose accounts are in **Current Payment Status**. A **Member** whose monthly payment has failed, lapsed, or is in dispute is not eligible to receive **Reimbursement Claims** until payment is restored to current status. Reimbursement will not be issued for events that occurred during a period of lapsed payment, regardless of when the **Claim** is submitted.

No Reimbursement will be issued until at least one full monthly payment cycle has successfully cleared. Enrollments followed immediately by **Claim** submissions prior to the first successful payment cycle are subject to additional verification.

## 7. Refunds and Termination

You may cancel your Membership at any time by written or electronic notice to Toco or its **Administrator**. Members enrolled through an employer-sponsored benefit platform may also cancel directly through that platform in accordance with its cancellation procedures. Benefits terminate upon the effective date of cancellation. The **Member** is responsible for canceling their Membership upon the sale, total loss, or transfer of the **Registered Vehicle**. Ongoing monthly charges following vehicle sale or transfer remain the Member's responsibility until Toco or its **Administrator** receives a cancellation notice.

Refunds, where required, will be calculated on a pro rata basis for the unused portion of the current billing period unless otherwise required by state law. Toco reserves the right to cancel any Membership for fraud, material misrepresentation, duplicate **Claim** submissions, abuse of **Program** benefits, pattern misuse, or conduct materially inconsistent with these Terms. Cancellation by Toco for cause does not entitle the **Member** to a refund of previously paid fees.

## 8. Employer-Sponsored Memberships

Where Membership is provided as part of an employer-sponsored benefit program (including Toco at Work), the following additional terms apply:

- Upon separation from employment, whether voluntary or involuntary, the Member's employer-sponsored Membership may be continued directly with Toco as an individual Membership. The **Member** should contact the **Administrator** promptly upon separation to arrange continuation. Continued coverage may be subject to adjusted pricing reflecting the individual (non-group) rate. Failure to contact the **Administrator** may result in lapse of coverage.
- The sponsoring employer is responsible for providing Toco with timely notice of employee terminations, eligibility changes, and enrollment updates. Toco acts on notifications as received and is not liable for **Reimbursement Claims** issued prior to receiving a termination notice. An employer that fails to provide timely termination notice waives any claim that the former employee's **Membership** was not valid during the period between separation and the date Toco received notice. The notification burden rests exclusively with the sponsoring employer.
- Employer-sponsored Memberships cover the enrolled employee's personally owned **Registered Vehicle** only. Company-owned and employer-owned vehicles are not eligible under any employer-sponsored plan.
- The **Member**, and not Toco, assumes all risk associated with the Member's reliance on their employer's communications regarding **Membership** status, termination notices, eligibility, and the continuation process. Toco is not liable for any loss, lapsed **Membership**, or denied **Reimbursement Claims** arising from an employer's failure to accurately communicate **Membership** status, eligibility, or continuation options to the **Member**.
- All other terms and conditions of this Agreement apply equally to employer-sponsored Members.

## 9. Limitation of Liability

Toco's total liability under this **Program** shall not exceed the stated per-occurrence and/or **Annual Limit** for each applicable benefit category. Annual Limits renew upon the enrollment anniversary date and do not carry over to subsequent periods. Toco is not liable for indirect, consequential, incidental, or punitive damages arising from **Program** participation or the denial of any **Claim**.

## 10. Privacy and Data Use

Your participation authorizes Toco and its partners to use and share information as necessary to administer benefits, verify Claims, and contact service providers for verification purposes. Use of third-party platforms is governed by their respective privacy policies.

## 11. Modifications

Toco reserves the right to adjust the monthly payment amount to reflect changes in applicable taxes, inflation, cost increases, benefit features, or other reasonable business needs, with thirty (30) days' prior notice to the **Member** except where immediate modification is required for compliance or service continuity.

## 12. 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 conducted 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.).**

**JURY TRIAL AND CLASS ACTION WAIVER: BY ENROLLING IN THIS PROGRAM, BOTH PARTIES EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE PROCEEDING. Either party may bring an individual dispute in small claims court as an alternative to arbitration.**

## 13. Governing Law

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

## 14. 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, pandemic, government action, or third-party service interruptions.

**15. State Disclosures / Compliance Footnote**

Membership benefits described herein are provided by Toco Warranty. **Program** not available where prohibited by law. Certain benefits may vary by state.

**16. Addendum Authority**

Toco and its **Administrator** reserve the right to issue Addenda to these Terms and Conditions at any time. Addenda may modify, expand, or supplement the **Program** to accommodate fleet vehicles, commercial use categories, employer-specific arrangements, new benefit categories, or adjusted pricing structures. Any **Addendum** issued by Toco or its **Administrator** shall be provided to the affected **Member** or sponsoring employer with reasonable notice and shall be incorporated into and made part of this Agreement upon the earlier of the Member's acceptance or the effective date stated in the **Addendum**. The existence of an **Addendum** does not affect the terms of any other Membership not subject to that **Addendum**.

**17. Contact Information**

**Toco Warranty**

7324 SW Freeway, Suite 1900

Houston, TX 77074

Phone: 1-855-298-8626

Email: [info@tocowarranty.com](mailto:info@tocowarranty.com)