

IMPORTANT INFORMATION YOU NEED TO KNOW

CUSTOMER SUPPORT NUMBER – Please see the box labeled **Your Contract** Number on the **Registration Page**. This is **Your** CUSTOMER SUPPORT NUMBER. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR FINANCE A MOTOR VEHICLE.

This Vehicle Service **Contract** along with the **Registration Page** make up **Your** entire **Contract**. No other documents, unless provided directly to **You** from the **Administrator**, are legal and binding.

THINGS TO DO NOW

Verify **Registration Page** – The **Registration Page** must be attached to the front of this **Contract** to complete and validate this **Contract**.

Check Plan Code – Not every part of **Your Vehicle** is covered by this **Contract**. **Coverage** is identified by the last three (3) letters of the Plan Code or the **Coverage** Name on the **Registration Page** of this **Contract**. Please compare the last 3 letters of the Plan Code or the **Coverage** Name on the **Registration Page** with the Plan Code and Corresponding **Coverage** as listed under the **Schedule of Coverages**. If this box was left blank, or the Plan Code/**Coverage** Name is inaccurate, contact **Your Administrator** immediately.

Check **Your Deductible** – Please check the box labeled **DEDUCTIBLE** on **Your Registration Page**. A dollar amount should be in the box which identifies the portion of the covered repair **You** will be required to pay if **You** have a claim. If no dollar amount is in the box, **Your Deductible** is \$100.

NOTE: This **Contract** is not valid unless **You** have signed the **Registration Page** and it has been attached to the front of this **Contract**.

THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT

Properly Maintain **Your Vehicle** and KEEP THE RECEIPTS – This **Contract** is only valid if **Your Vehicle** has been maintained in accordance with the manufacturer's specifications. Keep copies of all receipts (oil changes, lubrication, etc.), as proof of maintenance will be required when **You** file a claim. SEE SECTION: "PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT**" FOR SPECIFIC MAINTENANCE REQUIREMENTS.

OBTAIN APPROVAL PRIOR TO HAVING WORK PERFORMED THAT MAY BE COVERED BY THIS **CONTRACT**. If **You** believe the failure may be covered by this **Contract**, call the **Administrator** personally, or instruct the repair facility performing the work to call and **Register** the claim BEFORE THE WORK IS PERFORMED. SEE SECTION: "**CONTRACT HOLDER'S GUIDE TO FILING A CLAIM**".

DEFINITIONS

The following definitions apply to words frequently used in this **Contract** and appear in Bold Faced Type:

You, Your – Means the **Contract** Holder shown on the **Registration Page** or the person to whom this **Contract** was properly transferred.

We, Us, Our – Means the obligor of this **Contract** as stated on the **Registration Page** attached to this **Contract**.

Administrator – Means the **Administrator** as shown on the **Registration Page**.

Contract – Means this Vehicle Service **Contract** which **You** have purchased from **Us** to protect **Your Vehicle**.

Registration Page – Means the numbered document which must be attached to and forms part of this **Contract**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

Schedule of Coverages – Lists the **Coverages** provided to **You** for **Your Vehicle** under this **Contract**.

Coverage – Means the protection **You** have selected, as listed in the **Schedule of Coverages** Section.

Vehicle – Means the **Vehicle** which is described on the **Registration Page**.

Deductible – Means the amount **You** are required to pay, as shown on the **Registration Page**, for covered **Breakdowns**. Once a part is repaired or replaced under the terms of this **Contract**, there will be no **Deductible** for future repairs to that part.

Breakdown – Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

Subsequent Damages resulting from the **Breakdown** of a covered part are covered by this **Contract**, except when **You** have failed to perform the recommended maintenance services for **Your Vehicle**.

Subsequent Damage – Means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part.

Consequential Damage – Means an event or damage that occurs separately as a consequence or result of the failure of a covered or non-covered part, such as, loss of time or use, inconvenience, commercial loss, personal injury or property damage.

Registered – Means a claim has been **Registered** only when the **Administrator** has been contacted and has issued a claim reference number.

Pre-existing – Means a condition that within all reasonable mechanical probability relates to the mechanical fitness of **Your Vehicle** prior to **Contract** issuance.

Commercial Use – Means **Vehicles** Used for Farming or Ranching, Route Work, Job-Site Activities, Service or Repair Work, Delivery of Goods and Snow Removal (**Vehicle** must be equipped with factory installed or factory authorized snowplow package). Usage must not exceed manufacturer's ratings and/or limitations.

Preferred Repair Facility – A Repair Facility that has been selected and assigned by the **Administrator** to provide quality service to the customer (not available in all areas).

PROVISIONS OF THIS VEHICLE SERVICE CONTRACT

This **CONTRACT** is between **US** and **YOU**, and is subject to all the Terms and Conditions contained herein.

1. CONTRACT PERIOD

- a) Expiration for Plans purchased that have a term combination with term months between 12 and 60 and term miles of 65,000 and higher is measured in time/mileage from the Contract Purchase Date and zero (0) miles.
- b) Expiration for Plans purchased that have a term combination with term months between 12 and 48 with term miles of 60,000 or less is measured in time/mileage from the Contract Purchase Date and Odometer Mileage (at Contract Purchase Date.)
- c) **All Vehicle Plans require a mandatory “Waiting Period” before Coverage takes effect. The “Waiting Period” = 30 days and 1,000 from the Contract Purchase Date and Odometer Mileage at Contract Purchase Date 30 days and 1,000 miles will be added to the term of Your Contract.**

2. COVERAGE

The **Coverage** afforded **You** for **Your Vehicle** is fully described in this **Contract**. Please see section: **“Schedule of Coverages”** of this **Contract**. **Coverage** under this **Contract** will expire according to the Month and Mileage Term, whichever occurs first, as shown on the **Registration Page**, and/or when the Limits of Liability for the **Contract** have been reached.

3. BREAKDOWN OF COVERED PARTS

We will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of a part listed in the **Schedule of Coverages**. REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, INDEPENDENTLY MANUFACTURED/DISTRIBUTED OR OF LIKE KIND AND QUALITY AT DISCRETION OF THE ADMINISTRATOR.

4. DEDUCTIBLE

In the event of a **Breakdown** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to Rental **Coverage**, if provided by this **Contract**. **You** have a Per Visit **Deductible**, as shown on the **Registration Page** that will be applied on a Per Repair Visit basis. If a **Deductible** is not marked on **Your Registration Page**, **Your Deductible** is \$100. Should a covered **Breakdown** take more than one visit to repair, only one **Deductible** will apply for that **Breakdown**. In addition, any **Deductible** will be waived for repairs made at a **Preferred Repair Facility**. **You** may contact the **Administrator** for help in locating a **Preferred Repair Facility** (not available in all areas).

5. TERRITORY

This **Contract** applies only to **Breakdowns** that occur and repairs made within the United States of America and Canada.

6. LIMITS OF LIABILITY

- a. **Per Repair Visit - Our** liability for any one (1) Repair Visit shall in no event exceed the trade-in value of **Your Vehicle** at the time of said Repair Visit, as listed in the NADA Used Car Guide.
- b. **Aggregate** – The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed the price **You** paid for **Your Vehicle** (excluding tax, title and license fees).

7. MAINTENANCE REQUIREMENTS

- a. **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. NOTE: **Your** Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions may result in the denial of **Coverage**. If an Owner's Manual is not provided, **You** can contact **Your Vehicle's** manufacturer for maintenance requirements.
- b. It is required that verifiable receipts be retained for the service work performed during the ownership of **Your Vehicle** and the term of **Your Contract**. Or, if **You** perform **Your** own service, **You** must retain verifiable receipts showing purchases of all required parts and materials necessary to perform the required maintenance showing the date and mileage when the services were performed. Maintenance and/or service work receipts will be requested by the **Administrator**.

8. TRANSFER OF YOUR VEHICLE SERVICE CONTRACT

- a. **Your Contract** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** while this **Contract** is still in force. This **Contract** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This **Contract** can only be transferred once and the transfer must be initiated by the original **Contract** Holder.
- b. To transfer, the following must be submitted to the **Administrator** within 30 days of the change of ownership to a subsequent individual purchaser:
 - A completed transfer form; with
 - Name and Address of new owner, date of sale to new owner, current mileage; and
 - \$75.00 Transfer Fee made payable to the **Administrator**.
- c. Any remaining manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work, which the new owner has performed in accordance with the Maintenance Requirements of this **Contract**. If necessary, these documents will be verified by the **Administrator**.

9. OUR RIGHT TO RECOVER PAYMENT

If **You** have a right to recover against another party for anything **We** have paid under this **Contract**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

10. FINANCIAL AGREEMENTS

If this **Contract** was financed (purchased on a payment plan) by a funding party, they shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Contract** and no refund will be due and no claims will be approved. Should a claim arise before this **Contract** is paid in full, the balance owed will be deducted from the claim payment.

11. RENEWABLE COVERAGE

All Vehicle Service **Contracts** may be replaced upon expiration in accordance with the guidelines outlined herein. The request for replacement must be made at least 30 days and/or 1,000 miles prior to the expiration of the Vehicle Service **Contract** in order to qualify for a replacement **Contract**. The **Vehicle** must meet the then current underwriting guidelines relative to the **Vehicle** eligibility and **Coverage** availability. A full mechanical inspection of the **Vehicle** may be required. If all the above criteria are met, the Seller may issue a replacement Vehicle Service **Contract**. A Vehicle Service **Contract** may be issued subject to the payment of the amount due on the type of **Vehicle** being covered, for the plan purchased, pursuant to the then current rates and guidelines.

CANCELLATION OF YOUR CONTRACT

- a. **You** may cancel this **Contract** by contacting the **Administrator** or the Seller from whom **You** purchased this **Contract**. An odometer or notarized statement indicating the odometer reading on the date of the request will be required.
- b. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or **Your Vehicle** is found to be used as a **Commercial Vehicle** and the applicable surcharge has not been marked on the **Registration Page** and payment has not been received for this surcharge.
- c. If **Your Vehicle** and this **Contract** have been financed, the Lienholder shown on the **Registration Page** may cancel this **Contract** for non-payment (except in the states of Utah and Wyoming), or if **Your Vehicle** is declared a total loss or is repossessed.
- d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, less a fifty dollar (\$50.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. Where permitted, the total amount of all authorized claims will be deducted from all refunds.

CONTRACT HOLDER'S GUIDE TO FILING A CLAIM

- A. IF YOUR VEHICLE INCURS A BREAKDOWN, YOU MUST TAKE THE FOLLOWING STEPS TO FILE A CLAIM:
 1. Prevent Further Damage - Take immediate action to prevent further damage. This

Contract will not cover the damage caused by not securing a timely repair when a **Breakdown** has occurred. The operator is responsible for observing **Vehicle** warning lights and gauges, and taking appropriate action immediately. Failure to do so may result in the denial of **Coverage**.

2. Take **Your Vehicle** to a Licensed Repair Facility - If **Your Vehicle** breaks down, take **Your Vehicle** to any licensed repair facility (**You** may contact the **Administrator** for help in locating a repair facility).
3. Provide Repair Facility with a copy of **Your Contract** and/or **Your Contract Number**.
4. Register repairs with the **Administrator** - Prior to any repair being made, instruct the Service Manager at the repair facility to contact the **Administrator** to **Register** the claim. Any claim for repairs that have not been **Registered** will not be covered except as provided under Emergency Repairs. The amount **Registered** with the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of the **Contract**. Any additional amount must be **Registered** with the **Administrator**, prior to submitting the claim for payment.
5. Authorize Teardown and/or Inspection - In some cases, **You** may need to authorize the repair facility to inspect and/or teardown **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being made.
6. Review **Coverage** - After the **Administrator** has been contacted, review with the Service Manager what will be covered by this **Contract**.
7. Pay any applicable **Deductible** - **We** will reimburse the repair facility or **You** for the cost of the work performed on **Your Vehicle**, that is covered by this **Contract** and previously authorized, less the **Deductible** (if any). Once Authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the **Administrator** within sixty (60) days, (365 days in Wisconsin) (as soon as reasonably possible in Utah), to be eligible for payment.
8. Emergency Repairs - Should an emergency occur which requires a **Breakdown** repair be made at a time when the **Administrator's** office cannot be contacted, **You** must call the **Administrator's** office within five (5) business days from the date of repair, (as soon as reasonably possible in Utah) (365 days in Wisconsin), to determine if such repair will be covered by this **Contract**. If covered, **You** will be reimbursed for the repair.

B. IF YOUR VEHICLE BREAKS DOWN ON THE ROAD:

Follow the same steps as above. If necessary, the repair facility will be paid for covered repairs, less **Your Deductible** (if any), by the **Administrator's** national charge card system (MasterCard or VISA) on **Your** behalf. In some cases, **You** may need to pay the repair bill in full. If so, **You** will be reimbursed for the **Registered** amount of the repair, less **Your Deductible** (if any). If **You** have any questions regarding claim procedures or **Coverages**, please call the **Administrator** at the number below and ask for a Customer Support Representative:

Administrator

P.O. Box 410, Alvarado, TX 76009

Customer Service/Claims (877) 647-9752; Fax (817) 785-6702

FOR 24-HOUR ROADSIDE ASSISTANCE SERVICES YOU MUST CALL (866) 751-3076

SERVICE MANAGER'S GUIDE TO FILING A CLAIM

STEPS TO FOLLOW WHEN FILING A CLAIM:

1. Advise Contract Holder – That evaluating the cause of the failure does not mean that the failure is covered under this **Contract**. All covered repairs must be **Registered** with the **Administrator**.
2. Contract Holder's Approval for Evaluation – Obtain approval from the **Contract Holder** to inspect and/or teardown **Vehicle** to determine cause and cost of repair. Save all components including fluids and filters, in the event the **Administrator** requires an inspection. Inform the **Contract Holder** that the cost of the teardown will not be paid if the failure of the component disassembled is not covered under the **Contract**.
3. Cause, Cure and Cost – Assess the problem(s), cause, cure of the failure and cost of the repairs.

NOTE: Any major component failure that has a verifiable complaint, i.e., slipping transmission, knocking engine, etc., should be called in prior to any teardown.

4. Register the Repair with the Administrator – Call the **Administrator's** Service Manager's Support representative at (877) 647-9752 to **Register** the claim. Please have the following items ready when you place the call:
 - a. Last 8 Digits of the **Vehicle** Identification Number
 - b. Date of the Repair Order
 - c. Mileage on **Vehicle** at Time of Repair
 - d. Repair Order Number

Note: We use a voice activated system to assist in starting your claim to help expedite the process. Background noise can hinder you in this process. Once the claim has been initiated, you will need the following information:

- I. Cause of Failure and Cure
 - II. Cost of the Repair
 - III. Factory Part Number(s)
5. The Support Representative will verify the Coverage and –
 - A. Register Claim – The **Administrator** will **Register** the claim by issuing a Reference Number. Record this Reference Number on the Repair Order. The **Registered** claim amount is the maximum that will be paid. Any additional amounts must be **Registered** with the **Administrator**, prior to submitting the claim for payment. When you call in to **Register** the claim, **We** will adjust the labor hours according to a nationally recognized labor time guide, e.g., Factory, Motors, Mitchell, or All-Data.
OR
 - B. Request Additional Evaluation – Request further evaluation, teardown or outside inspection.
 - I. Inspection – The **Administrator** reserves the right to require an inspection of the **Vehicle** prior to any repair being accomplished. Diagnostic procedures not associated with the teardown are not covered.

- II. Teardown – If a teardown is necessary in order to determine the cause of failure, the **Contract** Holder must approve the teardown. Please advise the **Contract** Holder that, if the component disassembled is not covered, then the **Contract** Holder must pay for the teardown.

Listed below is the Inspection Teardown Policy:

- a. Save all components, including fluids and filters that need to be inspected. **We** may require covered components to be retained for **Our** disposal.
- b. The Support Representative will arrange for inspection.
- c. If not visited within 48 hours, call the Support Representative.

OR

C. Deny Claim – Deny the request and issue a Reference Number.

6. Review Repairs with Contract Holder – After the **Administrator** has been contacted, review with the **Contract** Holder what will be covered by the **Contract** and what portions of the repairs, if any, will not be covered.
7. Contract Holder's Approval for Repairs – Obtain the **Contract** Holder's approval to complete the repairs. All repair orders must have **Contract** Holder's signature.
8. Submit Repair Orders for Payment – All repair orders and documentation must be submitted to the **Administrator**, at the address noted under "**Contract** Holder's Guide to Filing A Claim" within sixty (60) days (365 days in Wisconsin).

SCHEDULE OF COVERAGES

Defined as Vehicles with 50,000 odometer miles or less and/or not older than five (5) model years at time of Contract purchase or as Vehicles with Contract term of 48 months/100,000 miles with up to 60,000 odometer miles at time of Contract purchase.

DELUXE COVERAGE (VES)

ENGINE – engine block; cylinder head(s); cylinder barrels; timing cover; valve cover(s) and oil pan are covered only if damaged by the failure of an internally lubricated part listed below. The following internally lubricated parts are covered: pistons; wrist pins and rings; connecting rods and bearings; crankshaft and bearings; camshaft; lifters; followers and cam bearings; rocker arms; push rods; shafts and bushings; valves; springs; replaceable guides; seats; timing gear and chain; timing chain or belt and tensioner; eccentric shaft; oil pump; water pump; harmonic balancer; flywheel/flex plate and ring gear. Also covered are the internally lubricated parts of the vehicle manufacturer installed turbocharger or supercharger. The housing is only covered by the failure of an internally lubricated part. For vehicles with rotary engines the following is covered: rotary chamber; main bearing; rotor; and the parts listed above. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

TRANSMISSION – transmission case; transfer case and torque converter case are covered only if damaged by the failure of an internally lubricated part. All parts contained within the case including the following internally lubricated parts are covered: oil pump; valve body; governor; vacuum modulator; internal linkage; bearings; gear sets; bands; main shaft; drum; sealing rings. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

DRIVE AXLE – differential housing; transaxle housing and final drive housing only if damaged by the failure of an internally lubricated part. All parts contained within the housing including the following internally lubricated parts are covered: axle shafts; gear

sets; bearings; constant velocity joints (excluding boots); universal joints; drive shaft; locking hubs and rings. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

ELECTRICAL – starter and solenoid; alternator; voltage regulator; distributor; engine compartment wiring harness; wiper motors; wiper switch; analog gauges; window motors; power window switches; defroster switch; mirror motors and controls; convertible top motor and switch; power door lock actuators and switches; cruise control engagement switch; combination turn signal switch; wiper delay switch and controller; front differential engagement switch and motor; power trunk release and switch.

STEERING – gear housing is covered only if damaged by the failure of an internally lubricated part. All parts contained within the steering rack/gear housing are covered including the following: rack and pinion; power steering pump; power cylinder; main and intermediate shafts; couplings; pitman arm; idler arm; tie rod ends. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

AIR CONDITIONING – compressor; clutch; clutch coil; and clutch pulley, condenser; evaporator; expansion valve; idler pulley and bearing; high/low cut-off switch; pressure cycling switch. The following parts are also covered if they are required in connection with the repair of a covered part listed above and only if they have failed: accumulator/drier; orifice tube. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

SUSPENSION – upper and lower control arms, shafts and bushings; upper and lower ball joints; steering knuckles; wheel bearings; stabilizer shaft, linkage and bushings; king pins and bushings; spindle and support; torsion bars. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

BRAKES – master cylinder; power assist-booster pump; vacuum assist booster; wheel cylinders; combination valve (proportioning valve); steel hydraulic lines and fittings; brake calipers. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

COOLING SYSTEM – Water pump; engine cooling fan and motor; fan clutch. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

FUEL – Fuel pump; fuel injection pump; fuel nozzles; metal lines and tank filler neck. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

ELECTRONIC HIGH TECH – suspension level control compressor; height sensor and limiter valve; pneumatic suspension pump, sensors and valves; spark control detonation sensors, anti-detonation sensors; ignition module; knock sensor; vehicle manufacturer installed combination entry system. The following ABS parts are also covered: wheel speed sensors; hydraulic pump/motor and electronic control module. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

AUDIO – Original factory installed: radio; single compact disk/cassette player; graphic equalizer.

TAXES AND FLUIDS – State and local taxes where applicable and fluids to complete a covered repair.

BENEFIT

RENTAL: In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement **Vehicle** (from a licensed rental agency) or for alternate public transportation while **Your Vehicle** is at a licensed repair facility. **Coverage** will be provided to **You** on the following basis, up to a maximum of thirty-five dollars (\$35) for every eight (8) labor hours, or portion thereof, of applicable labor time required to complete the repair, up to a maximum of one hundred seventy-five dollars (\$175) for each repair visit. This **Coverage** does not apply to the time waiting for parts, services, weekends or other delays beyond the control of the repair facility or the **Administrator**. No **Deductible** will apply to this benefit.

SURCHARGED COVERAGE

COMMERCIAL USE: If the **Contract Registration Page** shows that **You** purchased the **Commercial Use** option, see **Commercial Use** Definition for specific usage.

EXCLUSIONS

This Service **Contract** Provides No **Coverage** or Benefits:

- A.** For any part not specifically listed in the **Schedule of Coverages**, or for any of the following parts: carburetor, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, fuses, circuit breakers, cellular phones, TV/VCR/DVD players, game centers, speakers, AM/FM radio/cassette/CD players exceeding \$300 repair or replacement costs, audio/video equipment, all touch screen and/or voice activated accessories including related display screens and heads up displays on windshields, electronic transmitting/receiving devices, global positioning systems, voice recognition systems, remote control consoles, radar detection devices, brake rotors and drums, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, catalytic converter/filtering/sensors, emission vapor sensors, gas cap/filler neck, Weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, hardware or linkages, tires, wheel/rims. External nuts, bolts and fasteners are not covered unless specifically listed in the **Schedule of Coverages** (except where required in conjunction with a covered repair).
- B.** For maintenance services and parts described in **Your Vehicle's** owner's manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (unless listed as specific covered parts), drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants,

coolants, fluids and refrigerants will be covered only if replacement is required in connection with a **Breakdown**.

- C. For any damage and/or **Breakdown** resulting from collision, road hazard, fire, theft, vandalism, riot, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water or flood, acts of God, salt, environmental damage, chemicals, contamination of fluids, fuels, coolants or lubricants.
- D. For any part that a repair facility or manufacturer recommends or requires that it be replaced or repaired, or is an update, and is not a **Breakdown**, is **Your** responsibility and expense. For any **Breakdown** caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for **Your Vehicle** or improper servicing or repairs subsequent to purchase. For any **Breakdown** caused by sludge build-up resulting from **Your** failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or 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 **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.
- E. 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.
- F. 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, all frame or suspension modifications, lift kits, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches. 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.
- G. If **Your** odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way subsequent to purchase, or if **Your Vehicle** has ever been a total loss, salvaged, rebuilt or is a grey market vehicle.
- H. For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of **Your Vehicle** described in this **Contract**, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other consequential loss (except as may otherwise be provided under the **Schedule of Coverages**), including any **Consequential Damage** to a non-covered part that results from a **Breakdown**.
- I. When the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drivetrain, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when **You** purchased this **Contract**), or a repairer's guarantee/warranty (regardless of the manufacturer's or repairer's ability to pay for such repairs). Further, **Coverage** under this **Contract** is similarly limited in the event of a **Breakdown** if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.

- J. If **Your Vehicle** is used for towing (unless **Your Vehicle** is equipped with factory installed or factory authorized tow package), or is used as a **Commercial** unit (unless appropriate surcharge is marked on the **Registration Page** and only as defined under "Definitions", "**Commercial Use**"), or is used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing or competitive driving.
- K. For any **Pre-existing** condition or for any **Breakdown** occurring before **Coverage** takes effect or prior to the **Contract** purchase date, or if the information provided by **You**, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- L. For **Breakdowns** that occur and/or repairs made outside of the United States of America and Canada.
- M. For diagnostic and/or teardown procedures that are not listed, or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.

24 HOUR ROADSIDE ASSISTANCE SERVICES, CALL 1-866-751-3076

These services are provided, independent of this Vehicle Service **Contract**. Roadside assistance services provided by 24-hour Roadside Assistance Services are provided by Nation Safe Drivers, 800 Yamato Rd. Suite 100, Boca Raton, Florida 33431.

In the event **Your Vehicle** is disabled, **We** will dispatch a service vehicle to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive 15 miles of towing at no cost, any additional mileage will be **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call toll-free 1-866-751-3076. **You** will be required to give the representative assisting **You** the following information: Producer Code – 65448, **Your** Vehicle Service **Contract** Number on **Your Registration Page** and **Your** plan letter which is B.

Coverage

One service is available per 72 hour period.

Services Available to **You** at no cost are:

- Tow up to 15 miles
- Battery Jump Start
- Flat Tire change
- Fuel Delivery (**You** are responsible for the actual cost of delivered materials)
- Locksmith

Reimbursement

In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration.

Reimbursable Costs

- Towing \$100
- All other services listed \$50

Hotel and Motel Discounts – Nation Safe Drivers has partnered with Hotels.com to offer hotel discounts to **You**. In order to access the discounts while traveling **You** may dial toll-free (800) 916-1439 and use discount code 136142. Same day reservations are taken until 8:00 p.m. local time. **You** may access the discounts online at www.preferredmembers.com and select TRAVEL. When **You** book online or through the toll-free number **You** may send us **Your** hotel stay receipts and receive a 5% cash back rebate. Please send **Your** receipts to:

Nation Safe Drivers
800 Yamato Rd., Suite 100
Boca Raton, FL 33431
Attn: Hotel Rebates Dept.

Rental Car and Airfare – **You** may visit www.preferredmembers.com and select TRAVEL to take advantage of our online car rental and airfare packages.

You must send **Your** original receipted roadside bills along with a completed claim form to:

Nation Safe Drivers
800 Yamato Rd., Suite 100
Boca Raton, Florida 33431
Attn: Claims

Claim forms may be obtained online at www.hsdclaims.com or by calling toll-free 1-800-338-2680.