



VEHICLE SERVICE CONTRACT
Must Be Purchased At Time of Sale of the Vehicle.
CLAIMS DEPT. 1-888-285-2567
ROADSIDE/TOWING ASSISTANCE 1-888-810-5150

DIST: 0917

Contract Purchase Date (Print):

/

/

MonthDayYear

VEHICLE CLASS:

Contract Number:
SNE-W

CHECK TERM

If the "Warranty Remaining" option is selected, coverage begins at the CONTRACT PURCHASE DATE and expires by Time or Mileage measured from the original Full Manufacturer's Warranty Expiration Date or Expiration Mileage, whichever occurs first.

☐ 12 Month / 12,000 Miles

☐ 24 Month / 24,000 Miles

☐ 36 Month / 36,000 Miles

☐ 48 Month / 48,000 Miles

☐ 60 Month / 50,000 Miles

CHECK PLAN

If more than one box is checked or a box is not checked, POWERTRAIN coverage will apply.

☐ Powertrain

☐ Vintage

☐ Domain

☐ Estate

☐ Reserve

SURCHARGES

Check all that apply

*See Section 7. VI. for Lift Kit/Tire/Wheel Modification details.

☐ 4WD / AWD

☐ Business Use

☐ Lift Kit / Tire Modifications*

☐ Turbo / Super Charger

☐ One-Ton Vehicle

OPTIONS

If a box indicated as an OPTION is not checked, optional coverage will not apply.

☐ Warranty Remaining

☐ Seals & Gaskets

VEHICLE INFORMATION

VEHICLE PURCHASE PRICE:

\$

LIENHOLDER:

YEAR

MAKE AND MODEL

PRESENT MILEAGE

VIN:

Agreement Purchase Price \$

DEDUCTIBLE:

If more than one box is checked or a box is not checked, one hundred dollars (\$100.00) will apply.

☐ \$0.00

☐ \$100

☐ \$250

☐ Disappearing Deductible

OWNER'S INFORMATION

FIRST NAME

LAST NAME

ADDRESS

E-MAIL ADDRESS

TELEPHONE NUMBER

CITY

STATE

ZIP CODE

DEALER INFORMATION

DEALERSHIP NAME

DEALER'S EMPLOYEE NAME (PRINT)

ADDRESS

TELEPHONE NUMBER

CITY

STATE

ZIP CODE

DEALER ID #

I have read, understand and agree to the terms and conditions within the body of this contract.

Purchase of this Vehicle Service Contract is not Required in order to purchase or finance a motor vehicle.

OWNER'S SIGNATURE

DATE

This contract is between United Service Protection Corporation, P.O. Box 21647, St. Petersburg, FL 33742, 1-800-283-0785 (herein referred to as the "OBLIGOR") and YOU and provides coverage as indicated above.

The obligations under this contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, Policy # SFN-12-WA-3-1, 11222 Quail Roost Drive, Miami, Florida 33157. YOU may file a CLAIM directly with the Insurance Company at anytime. Attention: VSC Claims. Please call 1-866-306-6694 for instructions.

In addition to the representations made by me above, by initialing the blanks below and signing in the space provided, I further represent and acknowledge that I have read and am familiar with the following aspects of this SERVICE CONTRACT:

1.

The material conditions that I must meet to maintain coverage under this SERVICE CONTRACT as provided in SECTION 2. MAINTENANCE RESPONSIBILITIES of this SERVICE CONTRACT.
2.

The work and parts covered under this SERVICE CONTRACT as provided in SECTION 7. WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT.
3.

The time and mileage restrictions provided in the section above entitled TERM of this SERVICE CONTRACT.
4.

That the implied warranty of merchantability on the MOTOR VEHICLE is not waived if this SERVICE CONTRACT has been purchased within ninety (90) days of the Vehicle Purchase Date from a provider who also sold the MOTOR VEHICLE covered by this SERVICE CONTRACT.
5.

The exclusions listed in SECTION 8. WHAT IS NOT COVERED of this SERVICE CONTRACT.
6.

My right to return this SERVICE CONTRACT for a refund pursuant to the terms of this SERVICE CONTRACT as provided in SECTION 5. CANCELLATION of this SERVICE CONTRACT. My signature indicates that I have read the foregoing statements and placed my initials in the corresponding blanks to acknowledge that I am informed of the aspects of this SERVICE CONTRACT as delineated above.

SECTION 1. KEY TERMS AND PROVISIONS

This Vehicle Service Contract is not an insurance policy. This is a Vehicle Service Contract between the **SERVICE CONTRACT HOLDER** and the **OBLIGOR**. This Contract provides additional information regarding responsibility for benefits.

Any modification, alteration, or change to the preprinted terms and conditions of this Vehicle Service Contract shall render it invalid and of no force or effect. No coverage is afforded under this Vehicle Service Contract without a valid Owner's Signature.

Vehicles, Terms, Coverages, and/or Options not in accordance with the **ADMINISTRATOR's** Underwriting Rate Sheet and Guidelines, at the time of sale, are not covered under this Vehicle Service Contract. This Vehicle Service Contract is only in force upon the receipt and acceptance of this Vehicle Service Contract by the **ADMINISTRATOR**.

If any information contained in this Vehicle Service Contract about the **SERVICE CONTRACT HOLDER**, the **MOTOR VEHICLE** or the coverage that **YOU** selected is in error, please contact the **ADMINISTRATOR** or the **SELLING DEALER** immediately.

Purchase of this Vehicle Service Contract is not required in order to purchase or finance a motor vehicle.

THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS CONTRACT.

The General Provisions of this Vehicle Service Contract contain several words that have special meanings. The following words are important in this Vehicle Service Contract and they are printed in **BOLD** type below.

"ADMINISTRATOR" is the entity who is responsible for the administration of the Vehicle Service Contract which is **A.U.L. Corp. 1250 Main Street, Suite 300, Napa, California 94559, 1-800-826-3207**.

"CLAIM" means a request or demand made by **YOU** for benefits under this Vehicle Service Contract.

"CONTRACT PURCHASE DATE" means the date this Contract was purchased as listed on this Vehicle Service Contract.

"COST" means the usual and approved charges for parts and labor to repair or replace the covered part. Replacement of covered parts may be made with new, remanufactured, or parts of like kind and quality, at the option of the **ADMINISTRATOR**.

"DECLARATIONS PAGE" means the numbered document executed by **YOU** which is part of this Vehicle Service Contract. It lists information regarding the **MOTOR VEHICLE**, Vehicle Service Contract terms, and other vital information.

"DEDUCTIBLE" means the amount that the **SERVICE CONTRACT HOLDER** must pay for covered repairs per repair visit. The **DEDUCTIBLE** will not apply to the **ADDITIONAL BENEFITS** listed in **SECTION 7: WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT**.

"DISAPPEARING DEDUCTIBLE" means that if **YOU** have purchased the **DISAPPEARING DEDUCTIBLE** option then no **DEDUCTIBLE** will be charged so long as the **MOTOR VEHICLE** is returned to the **SELLING DEALER** for repair. If the **MOTOR VEHICLE** is taken anywhere other than the selling dealer, the **DEDUCTIBLE** as listed on the **DECLARATIONS PAGE** will apply.

"EXPIRATION DATE" means the **CONTRACT PURCHASE DATE** plus the Term Months as listed on this Vehicle Service Contract.

"EXPIRATION MILEAGE" means the present mileage as listed on the **DECLARATIONS PAGE** of this Vehicle Service Contract plus the Term Miles as listed on this Vehicle Service Contract. This Contract will expire at either the **EXPIRATION DATE** or the **EXPIRATION MILEAGE**, whichever occurs first, or when **WE** have wholly fulfilled **OUR** financial obligations under the terms of the Limit of Liability clause of **SECTION 8 WHAT IS NOT COVERED** by this Contract.

"FAILURE" or "FAILED" means the inability of any covered component(s), which has received manufacturer's recommended service, to perform the function(s) for which it was designed, including when any covered component(s) has worn beyond the manufacturer's tolerances allowed for the particular Vehicle at the mileage when the problem occurs.

"INTERNALLY LUBRICATED PART" means any internal part that requires lubrication to reduce friction between two moving surfaces.

"LIENHOLDER" means the company listed on the **DECLARATIONS PAGE** of this Vehicle Service Contract that has advanced the money for the purchase of this Vehicle Service Contract.

"MOTOR VEHICLE" means any vehicle subject to registration under Chapter 46.16A RCW described as such on this Vehicle Service Contract.

"ODOMETER MILES" means the mileage recorded on the odometer provided that it has not stopped or been changed to lower the actual mileage, as determined in accordance with Public Law 92-513, Title IV, as amended.

"PROVIDER FEE/AGREEMENT PURCHASE PRICE" means the consideration paid by the **SERVICE CONTRACT HOLDER** for the vehicle service contract.

"REIMBURSEMENT INSURANCE POLICY" means a policy of insurance issued by American Bankers Insurance Company of Florida issued to the Service Contract Provider.

"SELLING DEALER" means the Dealer described as such on this Vehicle Service Contract.

"SERVICE CONTRACT" means a Vehicle Service Contract which **YOU** have purchased for the **MOTOR VEHICLE**.

"SERVICE CONTRACT HOLDER," "YOU," and "YOUR" mean the person who is the purchaser or holder of the Vehicle Service Contract as shown on the **DECLARATIONS PAGE**.

"SERVICE CONTRACT PROVIDER," "OBLIGOR," "WE," "US," or "OUR" means United Service Protection Corporation who is contractually obligated to the **SERVICE CONTRACT HOLDER** under the terms of the **SERVICE CONTRACT**.

"WARRANTY REMAINING" If the **"WARRANTY REMAINING"** option is selected & paid as indicated on **YOUR DECLARATIONS PAGE**, coverage begins at the **CONTRACT PURCHASE DATE** and expires by Time or Mileage measured from the original Full Manufacturer's Warranty Expiration Date or Expiration Mileage, whichever occurs first.

SECTION 2. MAINTENANCE RESPONSIBILITIES

The **SERVICE CONTRACT HOLDER** must have the **MOTOR VEHICLE** serviced according to the service and maintenance schedule outlined in the owner's manual published by the manufacturer of the **MOTOR VEHICLE**. **YOU** must also maintain proper fluid levels. The **SERVICE CONTRACT HOLDER** must keep all maintenance records, from the date **YOU** purchased the **MOTOR VEHICLE** to the **EXPIRATION** of this Vehicle Service Contract, supported by receipts indicating date, time, mileage, and service performed, and these records must be available to the **ADMINISTRATOR** and/or the **SELLING DEALER** upon request. Proof of maintenance will be required for certain repairs under this Vehicle Service Contract. Failure to provide proof of required maintenance may result in denial of coverage. Failure to properly maintain a covered part on **YOUR MOTOR VEHICLE** in accordance with **YOUR** owner's manual may result in denial of coverage.

SECTION 3. HOW TO OBTAIN REPAIRS

ADMINISTRATOR PHONE NUMBER AND ADDRESS: Toll Free 1-888-285-2567 | 1250 Main Street, Suite 300, Napa, CA 94559.

AFTER HOURS CLAIMS: For **CLAIMS** outside of the **ADMINISTRATOR's** normal business hours, please follow the instructions in paragraph 4 below.

1. Prevent Further Damage: Take immediate action to prevent further damage to **YOUR MOTOR VEHICLE**. Any damage resulting from continued operation of an impaired vehicle will constitute failure to protect the **MOTOR VEHICLE** and will not be covered under this Vehicle Service Contract.
2. Return **YOUR MOTOR VEHICLE** to the **SELLING DEALER:** If **YOUR MOTOR VEHICLE** is within sixty (60) miles of the **SELLING DEALER**, **YOU** must deliver the **MOTOR VEHICLE** to the **SELLING DEALER** at the address shown on the **DECLARATIONS PAGE** of this Vehicle

Service Contract.

3. Call the **ADMINISTRATOR** for instructions on how to start a **CLAIM** at 1-888-285-2567: If **YOUR MOTOR VEHICLE** is more than sixty (60) miles from the **SELLING DEALER**, **WE** reserve the right to select the repair facility. Call the **ADMINISTRATOR** for instructions BEFORE **YOU** deliver **YOUR MOTOR VEHICLE** to any repair facility other than the **SELLING DEALER**. To ensure coverage under the terms of this Vehicle Service Contract, the repair facility must contact the **ADMINISTRATOR** and obtain their authorization PRIOR to beginning teardown or repair. **YOU** are responsible for authorizing diagnosis or teardown of **YOUR MOTOR VEHICLE** by the repair facility to determine the cause of **FAILURE**. If the **FAILURE** is not covered under this Vehicle Service Contract, **YOU** will be responsible for these costs. The **ADMINISTRATOR** and the **SELLING DEALER** reserve the right to inspect **YOUR MOTOR VEHICLE** prior to any repair being made. Replacement of covered parts may be made with new, remanufactured, or parts of like kind and quality, at the option of the **ADMINISTRATOR**.
4. Emergency Repairs: If emergency repairs covered by this Vehicle Service Contract are required outside the **ADMINISTRATOR's** or **SELLING DEALER's** business hours, the **SERVICE CONTRACT HOLDER** should deliver the **MOTOR VEHICLE** to a licensed repair facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, the **SERVICE CONTRACT HOLDER** should report the repairs to the **ADMINISTRATOR**. To report an emergency repair and obtain a reimbursement, please call 1-888-285-2567 for instructions. Emergency repairs are only those repairs, which, if not performed, would render **YOUR MOTOR VEHICLE** inoperable or unsafe to drive and impair its future operation.

ADMINISTRATOR's BUSINESS HOURS: Monday through Friday, 6AM – 5PM Pacific Time

SECTION 4. TRANSFER AND RENEWAL PROCEDURES

This Vehicle Service Contract may be transferred one time to a new owner during the Vehicle Service Contract term. This Vehicle Service Contract may not be assigned separately from the **MOTOR VEHICLE**, nor can it be assigned or transferred to a new-or-used-car dealer or anyone other than the individual who is purchasing the **MOTOR VEHICLE** for personal use. A transfer fee of fifty dollars (\$50.00) will be charged. The new owner must supply the **ADMINISTRATOR** with their name, address, telephone number, current vehicle mileage on **MOTOR VEHICLE**, a copy of the bill of sale to validate the transfer, and all maintenance records from the previous owner dating back to the contract purchase date. The **ADMINISTRATOR** must be notified within thirty (30) days of the date of sale of the **MOTOR VEHICLE** for the transfer to the new owner to be effective. Once transferred, this Vehicle Service Contract is non-refundable. This Vehicle Service Contract is not transferable from vehicle to vehicle. This Vehicle Service Contract may be renewable. Renewal is subject to underwriting guidelines at the time of renewal. Proof of maintenance and a vehicle inspection may be required prior to renewal. Renewal rates may be different from the original price. In order to facilitate renewal, if **YOU** choose to renew, the **ADMINISTRATOR** may share certain nonpublic personal information with another company. That company, however, will use this information only for its intended purpose and will not share it with any third parties.

SECTION 5. CANCELLATION

In the event the **MOTOR VEHICLE** is repossessed, declared a total loss, or **YOU** give notice of cancellation, this Vehicle Service Contract shall terminate.

1. In the event of a valid repossession or total loss of the **MOTOR VEHICLE**, the rights under this Vehicle Service Contract, which include cancellation, shall immediately transfer to the applicable **LIENHOLDER**, only if the **LIENHOLDER** is an outside financial institution not controlled by the **SELLING DEALER**.
2. (i) If the **SERVICE CONTRACT HOLDER** or the **LIENHOLDER** cancels this Vehicle Service Contract within the first sixty (60) days and no **CLAIMS** have been filed, **WE** will refund the entire **PROVIDER FEE/AGREEMENT PURCHASE PRICE**. (ii) If the **SERVICE CONTRACT HOLDER** cancels this Vehicle Service Contract after sixty (60) days or a **CLAIM** has been filed, **WE** will refund the amount of the unearned **PROVIDER FEE/AGREEMENT PURCHASE PRICE** according to the pro-rata method reflecting the greater of the days in force or the miles driven related to the plan selected, reduced by an administrative fee of up to twenty five dollars (\$25.00). (iii) A ten percent (10%) penalty will be added to any refund that is not paid to the **SERVICE CONTRACT HOLDER** within thirty (30) days of the return of the Contract to the **ADMINISTRATOR**. This right to void the Vehicle Service Contract is not transferable and applies only to the original Vehicle Service Contract purchaser.
3. How to cancel: Provide the **SELLING DEALER** with: (1) The **SERVICE CONTRACT HOLDER** copy of this Vehicle Service Contract; (2) a brief letter signed by the **SERVICE CONTRACT HOLDER** requesting cancellation; (3) an affidavit indicating the true odometer reading on the date of the request. In the event of cancellation, the **LIENHOLDER**, if any, will be named on the cancellation refund check as their interest may appear; (4) If the contract is financed or on a payment plan, provide the lender's name and mailing address. If account is paid in full, documentation from lender stating account has been satisfied will be required.

SECTION 6. CANCELLATION BY OBLIGOR

The **OBLIGOR** may terminate (cancel) this Vehicle Service Contract within the first sixty (60) days, for any reason by mailing, via certified mail at least fifteen (15) days prior to termination, a notice of termination to **YOUR** last known address to include a statement of the reason for and effective date of termination and by tendering a refund as follows: If **WE** cancel this Vehicle Service Contract, **WE** will refund the amount of the unearned **PROVIDER FEE/AGREEMENT PURCHASE PRICE** according to the pro-rata method reflecting the greater of days in force or the miles driven related to the plan selected.

SECTION 7. WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT

This Vehicle Service Contract will cover the parts listed below based on the coverage level that **YOU** purchased. Only those parts specifically listed below are covered. Refer to the **DECLARATIONS PAGE** to determine which coverage group(s) apply to **YOUR MOTOR VEHICLE**. Items listed in **SECTION 8. WHAT IS NOT COVERED** are not covered under this Vehicle Service Contract.

I. POWERTRAIN COVERAGE

- A. **Engine Group:** All **INTERNALLY LUBRICATED PARTS**. Crankshaft and bearings, oil pump, fuel pump, diesel injection pump, internal timing gears or chain/belt, camshaft, camshaft bearings, valve lifters, rocker arm assemblies and push rods, valve guides, pistons and rings, wrist pins, connecting rods, motor mounts, and distributor drive gear. The engine block and cylinder heads are covered only if damage is caused by the **FAILURE** of an **INTERNALLY LUBRICATED PART**. ENGINE (Rotary): All of the above listed parts plus rotors, rotor seals, rotor chamber, eccentric shaft and bearings.
- B. **Turbocharger/Supercharger:** Factory installed turbocharger or supercharger, including housing, and all internal parts.
- C. **Transmission, Transaxle and Transfer Case (4x4/AWD):** All **INTERNALLY LUBRICATED PARTS**. Drive shaft/U joint, torque converter, and transmission mounts. Case housings are covered if damaged by the **FAILURE** of an **INTERNALLY LUBRICATED PART**.
- D. **Drive Axle Group (Front or Rear):** Pinion bearings, side carrier bearings, ring and pinion gears, carrier assembly, thrust washers, axles, axle bearings, constant velocity joints, internal transaxle seal, and drive axle housing if damaged by the **FAILURE** of an **INTERNALLY LUBRICATED PART**.
- E. **Seals and Gaskets:** Seals and gaskets are covered when replaced in conjunction with a covered **FAILURE**.

II. VINTAGE COVERAGE

All POWERTRAIN COVERAGE as listed above, plus:

- A. **Power Steering Group:** Steering gear box, pump assembly, rack and pinion, pitman arm, idler arm, tie rod, control valves, and intermediate shafts.
- B. **Air Conditioning Group:** Compressor, condenser, evaporator, a/c clutch & coil, expansion valve, receiver drier, blower motor, and heater control valve.
- C. **Electrical Group:** Alternator, starter motor, front and rear wiper motors, voltage regulator, distributor, solenoids, electronic fuel injectors, throttle position sensor, front oxygen sensor, crankshaft position sensor, camshaft position sensor, fuel pressure sensor, electronic ignition module, ignition coils, power window motors/regulators, power mirror motors, power seat motors, 4WD encoder motor, power lock actuators, and the following manually operated switches: window switch, seat adjuster switch, headlight switch, turn signal switch, door lock switch, wiper switch, ignition switch.

III. DOMAIN COVERAGE

All POWERTRAIN and VINTAGE COVERAGE as listed above, plus:

- A. **Brake Group:** Master cylinder, power brake cylinder, vacuum assist booster, hydro boost, disc brake caliper, wheel cylinders, compensating valve. The following ABS Components are covered: hydraulic control unit, electronic control processor, wheel speed sensors, hydraulic pump/motor assembly, pressure modulator valve, isolation dump valve, and accumulator.

IV. ESTATE COVERAGE

All POWERTRAIN, VINTAGE and DOMAIN COVERAGE as listed above, plus:

- A. **Front/Rear Suspension Group:** Upper and lower control arms, control arm shafts and bearings or bushings, upper and lower ball joints, radius arm and bushings, torsion bars and mounts or bushings, stabilizer bars, links and bushings, struts, strut bearing plates, shock absorbers, spindle and spindle support, wheel bearings, and the following variable dampening suspension parts: compressor, control module, actuator, solenoid, height sensor, and mode selector switch.
- B. **Enhanced Electrical Group:** Manually operated switches, fuel injection sensors, rear window heating elements, and the following factory installed devices: global positioning system (GPS), Central LCD Control Screen, electronic control modules, instrument cluster, infrared systems, cruise control servo, proximity pass key and sensor, power antenna motor.
- C. **Cooling Group:** Engine cooling fan and motor, fan clutch, serpentine belt tensioner, radiator, heater core, water pump, and thermostat.
- D. **Seals and Gaskets:** This coverage option is included for covered components on Vehicles with less than one hundred twenty-five thousand (125,000) miles at **CONTRACT PURCHASE DATE**. Minor loss of fluid or seepage is considered normal and is not considered a **FAILURE**.

V. RESERVE COVERAGE

This Vehicle Service Contract will cover approved repairs to any **FAILURE** of the parts of the **MOTOR VEHICLE**, except for those items listed in **SECTION 8. WHAT IS NOT COVERED**.

VI. SURCHARGES and OPTIONAL COVERAGE

Business Use: Coverage is provided if the Business Use surcharge has been selected & paid as specified on **YOUR DECLARATIONS PAGE**. Coverage is limited to cars, trucks, and vans that are not part of a pool or fleet, as used by the owner for: route work; service or repair work; delivery or hauling; agricultural purposes; job site activities; construction trades; and eligible vehicles owned by religious/charitable organizations.

Seals and Gaskets: **FAILED** seals and gaskets for covered components will be replaced if the Seals and Gaskets surcharge has been selected & paid as specified on **YOUR DECLARATIONS PAGE** and the **MOTOR VEHICLE** has less than one hundred twenty-five thousand (125,000) miles at **CONTRACT PURCHASE DATE**. Minor loss of fluid or seepage is considered normal and is not considered a **FAILURE**.

Lift Kit/Tire/Wheel Modifications: Coverage is provided if the surcharge has been selected & paid at the time of sale of this Vehicle Service Contract as specified on **YOUR DECLARATIONS PAGE**. **FAILURES** resulting from a professionally installed lift kit (up to 4 inches on mid-size trucks or SUVs and up to 6 inches on full-size trucks or SUVs) or tire modification (up to 33 inches on mid-size trucks or SUVs and up to 35 inches on full-size trucks or SUVs), to a listed component will be covered. For cars with oversized rims, this surcharge allows for a 2 inch increase in rim diameter. This surcharge is only available if the **MOTOR VEHICLE** is equipped with Lift Kit/Tire/Wheel Modifications at the time of sale of this Vehicle Service Contract. Lift Kit/Tire/Wheel Modifications above the guidelines noted above are not covered.

WARRANTY REMAINING: If the **“WARRANTY REMAINING”** option is selected & paid as indicated on **YOUR DECLARATIONS PAGE**, coverage begins at the **CONTRACT PURCHASE DATE** and expires by Time or Mileage measured from the original Full Manufacturer’s Warranty Expiration Date or Expiration Mileage, whichever occurs first.

VII. ADDITIONAL BENEFITS/ROADSIDE ASSISTANCE (ALL Plans)

In order to obtain the additional benefits listed below, please call 1-888-810-5150.

- 1. **Towing:** In the event the **MOTOR VEHICLE** becomes disabled due to a mechanical **FAILURE** which renders the **MOTOR VEHICLE** inoperable, **WE** will arrange to have the **MOTOR VEHICLE** transported, one time per **CLAIM**, to the nearest qualified repair service facility within one hundred fifty (150) miles. **YOU** are responsible for any charges that exceed the stated coverage limit.
- 2. **Flat Tire Change:** In the event of a flat tire on the **MOTOR VEHICLE**, **WE** will arrange for a service provider to mount an inflated spare tire provided by **YOU**. In the event the spare tire is not functional, **WE** will provide **YOU** with transportation to the nearest tire store for repairs.
- 3. **Emergency Fuel Delivery Service:** In the event the Vehicle runs out of gas, **WE** will arrange for a service provider to deliver two (2) gallons of gas to the **MOTOR VEHICLE**. **YOU** are responsible for the cost of the emergency supply of gas at the time of delivery. (Compressed Natural Gas (CNG) vehicles excluded)
- 4. **Battery Jump Service:** In the event the **MOTOR VEHICLE** will not crank due to a weak or “run-down” battery, **WE** will arrange for a service provider to boost or jump-start the battery.
- 5. **Key Lockout Service:** In the event the keys for the **MOTOR VEHICLE** are lost, broken or accidentally locked in the **MOTOR VEHICLE**, **WE** will arrange for a service provider to unlock the **MOTOR VEHICLE** and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the locksmith service, excluding the cost of replacement keys. **YOU** are responsible for the cost of any replacement keys at the time of service.

To obtain roadside assistance, call 1-888-810-5150.

VIII. RENTAL CAR

The **ADMINISTRATOR** will reimburse the **SERVICE CONTRACT HOLDER**, for actual rental car expense incurred, up to thirty dollars (\$30.00) per twenty-four (24) hour period, with a one hundred fifty dollar (\$150.00) maximum per **CLAIM**. In order to qualify for reimbursement, the **MOTOR VEHICLE** must: **1)** be retained by the repair facility overnight, and; **2)** have a **FAILURE** to a covered component based on the coverage plan selected, that if driven, would result in further damage to the **MOTOR VEHICLE**. An additional ninety dollars (\$90.00) of rental coverage applies only in the event of a parts delay when an internal repair or replacement is performed on a major component (Engine Group, Transmission Group, Drive Axle Group). Reimbursement will not continue beyond the day that repairs are completed and the **SERVICE CONTRACT HOLDER** is notified of completion. Reimbursement is only valid if rental is from a licensed car rental agency.

SECTION 8. WHAT IS NOT COVERED

- A. Repairs or replacements not authorized in advance by the **ADMINISTRATOR**, except for repairs that qualify as Emergency Repairs as described in **SECTION 3 HOW TO OBTAIN REPAIRS**.
- B. Repairs or replacements of components of the **MOTOR VEHICLE** that were not operating properly in accordance with manufacturer's specifications at the time of sale of this Vehicle Service Contract.
- C. Any mechanical breakdown or **FAILURE** that occurs to or results from non-standard (any component not installed by the original manufacturer) or high performance parts, alternate fuels, any mechanical or electrical alterations made to the **MOTOR VEHICLE** including, but not limited to, the use of oversized tires, mismatched tire sizes according to manufacturer's guidelines, installation of header pipes, lift kits, mid-size trucks or SUVs lifted above 4 inches or with tire modifications exceeding 33 inches, full-size trucks or SUVs lifted above 6 inches or with tire modifications exceeding 35 inches, or snow plow equipment or fittings.
- D. Any part, repair, or replacement thereof while covered by insurance, a manufacturer's warranty, recall program, factory service bulletins, special policy, certified program or dealer warranty.
- E. Any **MOTOR VEHICLE** if the odometer has been tampered with, altered, disconnected (excluding during maintenance or repair) or not maintained in working order, causing it to not record actual mileage driven.
- F. Any mechanical breakdown or **FAILURE** of a covered part caused by (a) failure to service the **MOTOR VEHICLE** as recommended by the manufacturer; (b) overheating, regardless of the cause of overheating or resulting from contamination or inadequate amounts of coolant, lubricants, or fluids; (c) continued operation of **YOUR MOTOR VEHICLE** or failure to use reasonable means to protect **YOUR MOTOR VEHICLE** from further damage after a **FAILURE** occurs; (d) sludge, rust, residue, or corrosion; (e) lack or loss of oil or lubricant, or poor quality lubricant or fluids; or (f) **OWNER OR DRIVER NEGLIGENCE OR MISUSE, WHICH SHALL INCLUDE OPERATION OF THE VEHICLE AFTER THE FAILURE OF ANY PART, THE NORMAL OPERATION OF WHICH IS REQUIRED TO MAINTAIN A SAFE ENGINE OPERATING TEMPERATURE. AN UNSAFE ENGINE OPERATING TEMPERATURE IS INDICATED BY GAUGES, WARNING LIGHTS, OR AUDIBLE WARNING SOUNDS.**
- G. Any vehicle used for any form of competitive driving, racing or abusive driving.
- H. Any **MOTOR VEHICLE** used for pulling a trailer with a gross vehicle weight in excess of 1,500 pounds unless the vehicle is equipped as recommended by the manufacturer.
- I. The following, unless required in connection with repairs or replacements covered hereunder: adjustments, wheel or suspension alignments, wheel balancing, engine tune-ups, grinding valves, refrigerants, reprogramming.
- J. Phones, Wireless Transmitting Devices, Television/VCR, DVD Players and LCD Screens (except as described in this Vehicle Service Contract), Satellite Radio, Electronic Device Software.
- K. Commercial use including, but not limited to, public hire, rental, taxi, or livery, and vehicles with non-standard equipment installed specifically to facilitate commercial use.
- L. During the period covered by this Vehicle Service Contract, it may become necessary to: (a) replace spark/glow plugs, cap and rotors, points, fuses, wiper blades, PCV valves, emission components, fly wheels, flex plates, clutch assembly and hydraulics, brake and clutch linings, pressure plate, throw-out and pilot bearings, hoses, molded rubber or rubber like items, filters, glass and glass lenses, windows, any component whose only purpose is for illumination, such as but not limited to: sealed beams, high intensity discharge (h.i.d. or xenon) bulbs, h.i.d. headlamp assemblies, ballasts, h.i.l.e.d. cooling systems, l.e.d. assemblies, light bulbs, lenses, wheels, tires, trim, moldings, bright metal, upholstery, paint, exhaust system (excluding exhaust manifold if cracked or warped (**RESERVE COVERAGE ONLY**)), brake rotors and drums, batteries, carburetor; (b) adjustments to carburetor, throttle body assembly, ignition, transmission bands, belts or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; (d) add oil, coolant, fluids, lubricants, greases, or refrigerants. Costs for these services and parts are not covered by this Vehicle Service Contract, regardless of the cause of failure.
- M. Storage charges, shop supplies, and materials charge; diagnostic procedures not in the flat rate time to repair the covered component.
- N. Losses resulting from delays or failures caused by acts of God, accidental loss or damage, collision or upset, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, hail, water, flood, freezing, malicious mischief, vandalism, war, riot or civil commotion, labor strikes, or other causes beyond the control of the **ADMINISTRATOR**.
- O. Incidental or consequential damages, such as loss of time, inconvenience or loss of use of the **MOTOR VEHICLE** or injury or death to any persons.
- P. A part or component that a repair facility may recommend replacing but which has not **FAILED**.
- Q. Maintenance services and parts described in the Manufacturer's Maintenance Schedule for the **MOTOR VEHICLE**.
- R. Rust damage or body repair, convertible or vinyl tops, air and water leaks, wind noise, weather strips, squeaks, and rattles.
- S. Repairs or replacements made outside the United States or Canada.
- T. Repairs to correct loss of compression or oil consumption related to burnt or carbonized piston rings or valve components.
- U. Mechanical breakdown caused by ruptured or damaged constant velocity boots (**NOT APPLICABLE TO RESERVE COVERAGE**).
- V. Damage to a covered part resulting from a mechanical breakdown or **FAILURE** of a non-covered part, or from faulty or negligent repairs, or installation of defective parts.
- W. Damages for bad faith, punitive or exemplary damages, property damage (except as specifically stated in this Vehicle Service Contract), and attorney fees.
- X. Any vehicle not originally manufactured to U.S. specifications or with restricted titles, commonly known as a grey market vehicle; salvaged vehicles, factory buybacks, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only.
- Y. Limit of Liability (per repair visit)-The **COST** of repairs in excess of the approved **COST** to correct any **FAILURE** using the approved retail labor time from a nationally recognized labor time guide (i.e. Motors Guide, All-Data), less any **DEDUCTIBLE**. Parts replacement costs shall not exceed the Manufacturer's suggested retail price. In no event shall **OUR** liability exceed the approved **COST** necessary to correct the actual cause of **FAILURE**.
- Z. Limit of Liability (Aggregate)-The aggregate total of all repairs and benefits paid or payable while this Vehicle Service Contract is in force shall not exceed the lesser of the following aggregate amounts: (1) the Vehicle Purchase Price as shown on this Vehicle Service Contract; or (2) Powertrain - four thousand dollars (\$4,000.00); Vintage - five thousand dollars (\$5,000.00); Domain, Estate, and

Reserve - the NADA retail value of the MOTOR VEHICLE at time of current repair, or five thousand dollars (\$5000.00), whichever is greater.

AA. Authorized covered repairs that have not been submitted to the ADMINISTRATOR within one hundred eighty (180) days from date of completed repairs.

BB. Mechanical breakdown caused by or due to the failure of nuts, bolts, or fasteners (internal and/or external) (NOT APPLICABLE TO RESERVE COVERAGE).

CC. Parts not expressly listed in SECTION 7. WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT, are not covered (NOT APPLICABLE TO RESERVE COVERAGE).

SECTION 9. FINANCE COMPANY DISCLOSURES

For Ford Credit Financed Contracts Only: SECTION 8. WHAT IS NOT COVERED, item Y., the last sentence is deleted and replaced with the following: In no event shall OUR liability exceed either of the following amounts: the actual cash value (ACV) of the vehicle at the time of FAILURE, or the approved COST necessary to correct the actual cause of FAILURE. Item Z. is deleted and replaced with the following: Limit of Liability (Aggregate)-The aggregate total of all repairs and benefits paid or payable while this Vehicle Service Contract is in force shall not exceed the purchase price or price you paid for the MOTOR VEHICLE.

SECTION 10. BINDING ARBITRATION PROVISION

READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

To begin binding Arbitration, either YOU or WE must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the CLAIM is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1(800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between YOU and US. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless YOU and WE agree, the arbitration will take place in the county and state in which YOU maintain YOUR permanent residence. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT THIS ARBITRATION PROVISION MEANS THAT YOU GIVE UP YOUR RIGHT TO GO TO COURT ON ANY CLAIM COVERED BY THIS PROVISION. YOU also agree that any arbitration proceeding will only consider YOUR CLAIMS. CLAIMS by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering YOUR CLAIMS. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, YOU and We specifically agree that any civil action relating to your CLAIM must be brought in the federal or state courts of competent jurisdiction within the State of Washington. The decision of the arbitrator shall be binding on YOU and US and may be enforced in any court of competent jurisdiction within the State of Washington.

NOTHING IN THIS 'ARBITRATION' SHALL INVALIDATE WASHINGTON STATE LAW(S) WHICH WOULD OTHERWISE BE APPLICABLE TO ANY ARBITRATION PROCEEDING ARISING FROM THIS CONTRACT. ALL ARBITRATIONS WILL BE HELD IN THE COUNTY IN WHICH YOU MAINTAIN YOUR PERMANENT RESIDENCE.

SECTION 11. PRIVACY POLICY

The ADMINISTRATOR is committed to respecting YOUR privacy rights. Accordingly, the ADMINISTRATOR maintains a firm policy of secrecy concerning its customer records just as YOU would expect from a responsible company. The ADMINISTRATOR restricts access to YOUR file to authorized personnel and applies numerous security measures to ensure that information included in it is not used by improper people or for improper purposes. The ADMINISTRATOR discloses YOUR nonpublic personal information only in limited circumstances where doing so is necessary to serve YOU better. The ADMINISTRATOR may share nonpublic personal information with its affiliates. In addition, while YOU are a customer, the ADMINISTRATOR may share certain nonpublic personal information, such as YOUR name, address, telephone number, MOTOR VEHICLE description, and finance contract terms, with other companies that perform services for the ADMINISTRATOR. For example, the ADMINISTRATOR may disclose this information to another company that facilitates the renewal of YOUR Vehicle Service Contract, if YOU should choose to renew. Furthermore, the ADMINISTRATOR may share certain nonpublic personal information to determine eligibility, to process CLAIMS, or to otherwise fulfill its duties under its Vehicle Service Contracts. The ADMINISTRATOR never discloses any nonpublic personal information concerning former customers and other non-customers with nonaffiliated third parties. If YOU object to the ADMINISTRATOR sharing nonpublic personal information in this limited manner, or if YOU have any questions concerning this Privacy Policy, please contact the ADMINISTRATOR at 1-800-826-3207. The ADMINISTRATOR collects nonpublic personal information about the SERVICE CONTRACT HOLDER from information that the ADMINISTRATOR receives from the SELLING DEALER or the SERVICE CONTRACT HOLDER on applications or other forms. The ADMINISTRATOR does not disclose any nonpublic personal information about the SERVICE CONTRACT HOLDER to anyone, except as permitted by law. The ADMINISTRATOR restricts access to nonpublic personal information about the SERVICE CONTRACT HOLDER to those employees of the ADMINISTRATOR who need to know that information to provide products and services to YOU. The ADMINISTRATOR maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard the SERVICE CONTRACT HOLDER's nonpublic personal information.