NEW AND PRE-OWNED VEHICLES
SERVICE CONTRACT

Contract # FAOR

INFORMATION SCHEDULE

CUSTOMER INFORMATION

Buyer Name	Co-Buyer Name
Street	Street
City, State, Zip Code	City, State, Zip Code
Telephone Cell Home	Telephone Cell Home
E-mail Address	E-mail Address

VEHICLE INFORMATION

VIN Current Odometer Reading

Year Make Model

New Pre-Owned | Check All That Apply: AWD/4WD Diesel 4 Wheel Steering Turbo/Supercharged

SELLING DEALER INFORMATION

Dealer Number Dealer Name

Street

City, State, Zip Code

Telephone

LIENHOLDER

Name Address

SERVICE CONTRACT INFORMATION

Coverage Plans

Power Train

Base

High-Tech

Comprehensive

Service Contract Term
New and Pre-Owned Vehicles:

_____ **Months** from **Service Contract Purchase Date**

_____ **Miles** from Current Odometer Reading

High-Tech Wrap

Comprehensive Wrap

Service Contract Term
New and Certified Pre-Owned Vehicles:

_____ **Months** from **In-Service Date**

_____ **Miles** from zero

Deductible

$ _____ per visit

Optional Deductible

Disappearing Deductible
(The deductible is $0 if covered repairs are performed at the Selling Dealer.)

Service Contract Purchase Date **In-Service Date**

Service Contract Price $

Notice to Customer:

- **The purchase of this Service Contract is not required to obtain financing or to purchase or lease this Vehicle. The Service Contract Price may be financed with the purchase of this Vehicle. Other payment options may be available.**
- **If You experience a Breakdown, You must deliver Your Vehicle to the Selling Dealer if Your Vehicle is within forty (40) miles of the Selling Dealer. If Your Vehicle is more than forty (40) miles from the Selling Dealer, call the Administrator for instructions.**
- **You are required to obtain authorization prior to beginning any repairs covered by the Service Contract. Refer to Service Contract Section VI. "What To Do If Repairs Are Needed" and Service Contract Section VII. "Your Responsibilities" for instructions.**
- **You must follow the maintenance procedures listed in Service Contract Section V. "Maintenance Requirements." If Your failure to follow the procedures causes a Breakdown, You may be denied coverage.**
- **The benefits provided under Dealer Warranties required by state law are not covered by the Service Contract.**
- **If the manufacturer's Warranty has been declared void, the Service Contract does not cover the Vehicle until the end of what would have been the manufacturer's Warranty.**
- **The Service Contract runs concurrent with, and is secondary to, any applicable manufacturer's Warranty.**

I have read and agree to the terms and conditions of this Service Contract.

Signed By Buyer Signed By Co-Buyer Signed By Dealer's Representative

Provider and **Administrator**
Provider is Motor Warranty Services of North America, California License #0E40891
Administrator is First Extended Service Corporation dba First Extended Insurance Service, California License #0E32800
Both located at P.O. Box 804785, Chicago, Illinois 60680-4109, 1-800-527-3426

For Emergency Roadside Assistance:
Toll-Free 1-800-270-8447

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- Power Train
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- Comprehensive

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- Comprehensive Wrap

Service Contract Term
New and Certified Pre-Owned Vehicles:

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_____ **Miles** from zero

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For Emergency Roadside Assistance:
Toll-Free 1-800-270-8447

SERVICE CONTRACT

This agreement is not an insurance policy, it is a Service Contract between **You** and the **Provider**. All obligation and liabilities for repairs covered by this Service Contract are those of the **Provider** and not First Extended Service Corporation, which administers this Service Contract for the **Provider**. This agreement describes the coverage **You** will have under **Your** Service Contract (hereafter referred to as "Service Contract"). In return for payment by **You** of the **Service Contract Price** and subject to all of the terms of this Service Contract, **We** agree with **You** as follows:

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I. KEY TERMS

When used, Key Terms will appear in **bold** print.

"Provider", "Obligor", "We", "Us" and **"Our"** mean Motor Warranty Services of North America, California License #0E40891, located at P.O. Box 804785, Chicago, Illinois 60680-4109, 1-800-527-3426.

"Administrator" means First Extended Service Corporation dba First Extended Insurance Service, California License #0E32800, located at P.O. Box 804785, Chicago, Illinois 60680-4109, 1-800-527-3426.

"Breakdown" means the failure of any original or like replacement part due to defects in material or workmanship covered by this Service Contract to perform its intended functions(s) in normal service, providing it has received all scheduled maintenance, at the proper intervals, as recommended by the manufacturer in the Owner's Manual. **Breakdown** does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

"Cost" means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.

At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufactured parts.

"Deductible" means the amount **You** must pay per visit for covered repairs shown on the Information Schedule. If the optional Disappearing Deductible box is checked, the **Deductible** is $0 when covered repairs are performed at the **Selling Dealer**, and the indicated **Deductible** amount on the Information Schedule when performed elsewhere.

"In-Service Date" means the **Vehicle's** factory **Warranty** start date or the **Vehicle's** first day of use, whichever occurs first, regardless of the **Service Contract Purchase Date**.

"Miles" means the number of miles for the Service Contract Term shown on the Information Schedule.

"Months" means the number of months for the Service Contract Term shown on the Information Schedule.

"Repair Facility" means a franchised automobile dealer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of not less than twelve (12) months and twelve thousand (12,000) miles. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs. If a franchised automobile dealer or licensed repair facility does not provide a written parts and labor guarantee of twelve (12) months and twelve thousand (12,000) miles, the **Administrator** will refer **Your Vehicle** to a franchised automobile dealer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of twelve (12) months and twelve thousand (12,000) miles or greater.

"Selling Dealer" means the dealer from whom **You** purchased this Service Contract shown on the Information Schedule.

"Service Contract Price" means the amount **You** paid for this Service Contract shown on the Information Schedule.

"Service Contract Purchase Date" means the date **You** purchased this Service Contract shown on the Information Schedule.

"Vehicle" means the covered vehicle shown on the Information Schedule.

"Warranty" means any **Warranty** of the manufacturer, state required **Warranty**, dealer **Warranty** or a **Repair Facility** guarantee.

"You" and **"Your"** mean the customer shown on the Information Schedule, or an eligible person to whom this Service Contract has been properly transferred.

II. WHAT THIS SERVICE CONTRACT COVERS

During the Service Contract Term, subject to the selected Coverage Plan, **We** will remedy any covered **Breakdown** of the following parts less **Your Deductible**.

At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufactured parts.

POWER TRAIN | BASE | HIGH-TECH | COMPREHENSIVE

POWER TRAIN COVERAGE PLAN

When the Power Train Coverage Plan has been selected on the Information Schedule, only the following parts are covered. Parts not listed are not covered.

Assembly	Parts Covered
ENGINE	**Gasoline Engine:** Cylinder block and all internally lubricated parts (examples include crankshaft, rod and main bearings, cam bearings, connecting rods, wrist pins, pistons, piston rings, camshaft, cam tower, lifters, cylinder head, valves and guides, valve springs, rocker arms (cam followers), pushrods, timing chain and sprockets, oil pump, oil pump housing, and oil pump pressure relief valve), timing chain housing (cover), timing belt and pulleys, timing belt tensioner, intake and exhaust manifolds, flywheel, balance shafts, harmonic balancer and retainer bolt, crankshaft pulley, valve covers, oil pan, engine oil cooler hoses, oil filter adapter/housing, engine oil sending unit, engine mounts, water pump, temperature sending unit, thermostat and housing, expansion (freeze) plugs, fuel supply pump, vacuum pump, dipstick and tube, and fasteners for the components listed above.
	Turbocharged/Supercharged/Rotary/Diesel/Enhanced Engines: All of the above listed parts or equivalent plus, turbocharger, waste gate controller, intercooler, hard lines, compressor, clutch and pulley, bypass valve, injection pump, and lines and nozzles.
TRANSMISSION	**Automatic:** Case and all internally lubricated parts (examples include oil pump, valve body, torque converter, governor, main shaft, input/output shafts, clutches, bands, drums, gear sets, bearings, bushings, sealing rings, and solenoids), TV cable, electronic shift control unit, computer operated clutch, transmission mounts, cooler, cooler hoses and hard lines, dipstick and tube, and fasteners for the components listed above.
	Standard: Case and all internally lubricated parts (examples include main shaft, input/output shafts, gear sets, shift forks, synchronizers, bearings, and bushings), shift linkage and cables, transmission mounts, and fasteners for the components listed above.
	Transfer Case (4x4 vehicles): Case and all internally lubricated parts (examples include main shaft, gear sets, chain and sprockets, bearings, and bushings), mounts, seals and gaskets, fasteners for the components listed above, and electronic and vacuum engagement components.
FRONT WHEEL DRIVE	Final drive housing and all internally lubricated parts (examples include carrier case, gear sets, chain and sprockets, bearings, and bushings), axle shafts, universal joints, front hub bearings, rear hub bearings, locking hub assemblies (4x4), drive shaft support, drive shaft, constant velocity joints, and fasteners for the components listed above.
REAR WHEEL DRIVE	Drive axle housing and all internally lubricated parts (examples include carrier case, gear sets, bearings, bushings, and limited slip clutch pack), axle shafts, front hub bearings, rear hub bearings, universal joints, drive shaft support, drive shaft, constant velocity joints, and fasteners for the components listed above.
HYBRID/EV COMPONENTS	Electric motor/generator(s) and all internal components, inverter/converter/transformer units and all internal components, inverter/converter/transformer units cover, continuously variable transmission (CVT) and all internal components, power split device and all internal components, reduction/reducer box and all internal components, and fasteners for the components listed above.

COMPREHENSIVE WRAP | HIGH-TECH WRAP

BASE COVERAGE PLAN

When the Base Coverage Plan has been selected on the Information Schedule, only the following parts, in addition to the parts listed under the Power Train Coverage Plan, are covered. Parts not listed are not covered.

STEERING	Housing/case and all internally lubricated parts (examples include rack and pinion equipped valve assembly, sector shaft, rack mounts and cushions, inner rod ends and bellows boots, speed sensor or steering gear equipped pitman shaft and valve assembly, sealing rings, and bearings), bushings, pitman arm, center link, tie rods, idler arm, power steering pump/electric steering motor, power steering pump pulley, electric steering rack, electric steering gear, fluid reservoir, pressure and return hoses, cooler and hard lines, power cylinder assembly, steering main and intermediate shafts, coupling, and fasteners for the components listed above.
SUSPENSION (FRONT & REAR)	Upper and lower control arms, bump stop cushions, control arm shafts, torsion bar mounts and bushings, upper and lower ball joints including dust boots, steering knuckle (spindle), spindle support, wheel bearings and seals, stabilizer shaft, stabilizer linkage including mounts, and bushings, king pins, and fasteners for the components listed above.
BRAKES	Master cylinder, assist booster, wheel cylinders, combination valve, disc brake calipers (and rear caliper actuators), hard lines and fittings, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, and fasteners for the components listed above.
SEALS & GASKETS	All seals and gaskets for the assemblies listed above.
ELECTRICAL	Alternator, voltage regulator, front and rear windshield wiper motors, front and rear windshield wiper delay controller, starter motor and drive, starter solenoid, wiring harnesses, manually operated switches, mechanically actuated switches (examples include ignition, brake light, neutral safety switch), electronic fuel injection system (all input/sensors & output/control units, except EGR valve), electronic ignition module, ignition coils, electronic ignition module, and engine management control unit.
AIR CONDITIONING	Compressor, clutch and pulley, condenser, evaporator, orifice tube, accumulator, high/low pressure cutoff switches, high/low pressure hoses, pressure cycling switch, thermostat, drier, temperature control head, o-ring seals, gaskets, fasteners for the components listed above, and freon-refrigerant if necessary for a covered repair.
HYBRID/EV COMPONENTS	Hybrid battery junction block, hybrid battery main battery cable, and electric alternating current compressor.

HIGH-TECH COVERAGE PLAN

When the High-Tech Coverage Plan has been selected on the Information Schedule, only the following parts, in addition to the parts listed under the Base Coverage Plan, are covered. Parts not listed are not covered.

HIGH-TECH COMPONENTS	Anti-lock brake system, power seat motor(s), power seat transmission(s), power window motor(s) and power window regulator(s), power door lock actuator(s), low fuel sensor, low coolant sensor, low oil sensor, keyless entry system, instrument gauges, compass display, thermometer display, power steering electronic control unit, cruise control system, power antenna motor, electronic rear view mirror motor(s), headlight door motor(s), power sunroof motor, convertible top motor, air suspension springs, electronic suspension actuator/motor and compressor, electronic suspension sensors, electronic suspension controller and limiting valve, electronic suspension lines, and electronic throttle body.
MISCELLANEOUS COMPONENTS	Macpherson struts (including upper mount and pivot bearing assembly), heated back glass, windshield wiper washer pump(s), heater-A/C blower motor, heater core assembly, heater control valve, radiator, radiator fan (including fan clutch, fan motor, fan blade,and fan relay), temperature sensor and relay, fuel tank, fuel tank sending unit, fuel tank hard lines, fuel injectors, horn assembly, clutch starter interlock switch.
HYBRID/EV COMPONENTS	Onboard battery charging system, battery charge controller, motor/generator belt tensioner, drive motor dampener, voltage inverter reservoir, three-phase high voltage cables, hydraulic or electric regenerative braking system, onboard computer system including all relays, sensors, ECU & ECM (electronic control units/electronic control modules), power switch/button and controller/electronic throttle control system.

COMPREHENSIVE COVERAGE PLAN

When the Comprehensive Coverage Plan has been selected on the Information Schedule, **We** will remedy any **Breakdown** of **Your Vehicle** except items listed under Service Contract Section IV. "**What This Service Contract Does Not Cover**."

HIGH-TECH WRAP COVERAGE PLAN

When the High-Tech Wrap Coverage Plan has been selected on the Information Schedule, the parts listed under the High-Tech Coverage Plan are covered except for parts listed under the **Power Train Coverage Plan**. Parts not listed are not covered.

COMPREHENSIVE WRAP COVERAGE PLAN

When the Comprehensive Wrap Coverage Plan has been selected on the Information Schedule, **We** will remedy any **Breakdown** of **Your Vehicle** except items listed under Service Contract Section IV. "**What This Service Contract Does Not Cover**" and the parts listed under the **Power Train Coverage Plan**.

III. ADDITIONAL BENEFITS

1. Rental Reimbursement

When a **Breakdown** renders **Your Vehicle** inoperable or unsafe to drive and requires **Your Vehicle** to be held by a **Repair Facility** overnight for covered repairs, **We** will pay **Your** actual expenses to rent a replacement vehicle from a licensed rental agency not to exceed $35 per day for a maximum of five (5) days for any one **Breakdown**.

2. Emergency Roadside Assistance

Emergency Roadside Assistance is available 24 hours a day, 365 days a year. **We** will pay for covered emergencies up to $100 per occurrence. Service must be a covered benefit under the terms and conditions of this Service Contract. This benefit is available only for **Your Vehicle**. Emergency Roadside Assistance is provided by **Us** and administered by Brickell Financial Services-Motor Club, Inc. 7300 Corporate Center Drive, Suite 601, Miami, FL 33126, 1-305-392-4300.

The following are covered emergencies under Emergency Roadside Assistance:

- **Towing Assistance** – when **Your Vehicle** is inoperable or unsafe to drive, **Your Vehicle** will be towed to the closest **Repair Facility** or to any other location requested by **You**.
- **Flat Tire Assistance** – service consists of the removal of the flat tire and its replacement with **Your** spare tire.
- **Fuel, Oil, Fluid and Water Delivery Service** – an emergency supply of fuel, oil, fluid and water will be delivered if **Your Vehicle** is in immediate need. **You** will be responsible for the cost of these supplies.
- **Lock-out Assistance** – if **Your** keys are locked inside **Your Vehicle**, assistance will be provided in gaining entry into **Your Vehicle**.
- **Battery Assistance** – if battery failure occurs, a jump-start will be provided to start **Your Vehicle**.

For Emergency Roadside Assistance, call toll-free: 1-800-270-8447.

3. Emergency Travel Expense Reimbursement

We will pay for emergency local commercial lodging, meals and transportation expenses up to $200 per day for a maximum of 5 days when:

- The **Breakdown** occurs 100 miles or more from **Your** home; and
- The **Breakdown** renders **Your Vehicle** inoperable or unsafe to drive; and
- **Your Vehicle** is required to be held overnight by a **Repair Facility** for covered repairs.

4. Manufacturer's Deductible Reimbursement

When a **Breakdown** of a covered part occurs which is also covered by a manufacturer's warranty, **We** will reimburse **You** for the difference between the **Deductible** amount shown on the Information Schedule and the manufacturer's deductible.

IV. WHAT THIS SERVICE CONTRACT DOES NOT COVER

MAINTENANCE AND PARTS NOT COVERED

THE FOLLOWING ARE NOT COVERED UNDER YOUR SERVICE CONTRACT:

A. THE MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.

B. OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING ENGINE TUNE-UP, (INCLUDES SPARK PLUGS, GLOW PLUGS, IGNITION WIRES, DISTRIBUTOR CAP AND ROTOR), CARBURETOR, ALL BATTERIES (INCLUDING BUT NOT LIMITED TO: LITHIUM-ION BATTERY), FILTERS, LUBRICANTS OR FLUIDS, AIR CONDITIONING REFRIGERANT, ENGINE COOLANT, ALL HOSES AND BELTS (NOT SPECIFICALLY LISTED), WIPER BLADES, BRAKE PADS AND SHOES, BRAKE ROTORS AND DRUMS, SUSPENSION ALIGNMENT, CONSTANT VELOCITY BOOTS, TIRES, WHEEL COVERS, WHEEL RIMS, WHEELS, WHEEL BALANCING, SHOCK ABSORBERS, EXHAUST SYSTEM, CATALYTIC CONVERTER, VEHICLE CHARGING STATION, FRICTION CLUTCH DISC AND PRESSURE PLATE AND CLUTCH THROW OUT BEARING UNLESS VEHICLE IS EQUIPPED WITH AN AUTOMATIC OR SEMI-AUTOMATIC TRANSMISSION.

C. GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, SEALED BEAM HEAD LAMPS, LIGHT BULBS, LENSES, TRIM, MOLDINGS, BRIGHT METAL, UPHOLSTERY, VINYL AND CONVERTIBLE TOPS, PAINT, SHEET METAL, BUMPERS, ALIGNMENT OF BODY PARTS, FLEXIBLE BODY PARTS, DOOR PANELS, BODY PANELS, STRUCTURAL FRAMEWORK, STRUCTURAL WELDS, HINGES, DOOR HANDLES, AND REMOVABLE HARDTOP ASSEMBLIES.

D. AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, CB RADIOS, RADIO/SPEAKER EQUIPMENT, CRUISE CONTROL, SUNROOF, SOLAR POWERED DEVICES, TELEPHONES, TV/VCR/DVD AND RELATED COMPONENTS, AND APPLIANCES.

IN ADDITION, WE WILL NOT PAY BENEFITS:

1. **FOR COSTS COVERED BY ANY WARRANTY REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY.**
2. **FOR ANY COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER ANY VEHICLE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR HAS BEEN VOIDED BY THE MANUFACTURER.**
3. **IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED OR JUNK VEHICLE.**
4. **WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SERVICE CONTRACT SECTION VII. YOUR RESPONSIBILITIES).**
5. **FOR EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS.**
6. **FOR EXPENSES CHARGED FOR NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.**
7. **FOR A BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, TERRORIST ACTS, WAR, EXPLOSION, LIGHTNING, EARTHQUAKE, HURRICANE, TROPICAL STORM, VOLCANIC ERUPTION, WINDSTORM, HAIL, WATER, FREEZING OR FLOOD.**
8. **FOR LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN UNLESS AS PROVIDED UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT.**
9. **FOR A BREAKDOWN WHEN CONTAMINATED FLUIDS CAUSED OR CONTRIBUTED TO THE BREAKDOWN.**
10. **FOR ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT, LACK OF LUBRICANTS, IMPROPER SPECIFICATION (TYPE) OF FLUIDS, LACK OF OIL VISCOSITY, SLUDGE OR RESTRICTED OIL FLOW. EXAMPLES INCLUDE BUT NOT LIMITED TO: ENGINE AND TRANSMISSION.**
11. **IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.**
12. **FOR A BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.**
13. **FOR A BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR RACING OR OTHER COMPETITION.**
14. **FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER AND THE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, LIFT KITS, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).**
15. **IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.**
16. **FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A BREAKDOWN OF A COMPONENT COVERED BY THIS SERVICE CONTRACT.**
17. **FOR THE REPAIR OF VALVES AND/OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.**
18. **TO CORRECT A COSMETIC IMPERFECTION.**
19. **FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.**
20. **FOR A BREAKDOWN CAUSED BY RUST OR WEATHER RELATED CORROSION.**

21. FOR A BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART. HOWEVER, COVERAGE WILL BE PROVIDED FOR A NON-COVERED PART RESULTING FROM A BREAKDOWN OF A COVERED PART.
22. IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES INCLUDING BUT NOT LIMITED TO: HAULING, CONSTRUCTION WORK, PRINCIPAL OFF-ROAD USE, PICKUP AND/OR DELIVERY SERVICE, DAILY RENTALS, CARRY PASSENGERS FOR HIRE (TAXI LIMOUSINE OR SHUTTLE SERVICES), TOWING OR ROAD SERVICE OPERATIONS, GOVERNMENT/MILITARY USE, LAW ENFORCEMENT, FIRE, AMBULANCE OR OTHER EMERGENCY SERVICES, SNOWPLOWING, COMPANY POOL USE OR BUSINESS TRAVEL WHEN THE VEHICLE IS USED BY MORE THAN ONE DRIVER.
23. IF YOUR VEHICLE IS AN EXOTIC VEHICLE OR IS A TRUCK RATED MORE THAN 1 TON.
24. FOR A BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.
25. IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE INCLUDING BUT NOT LIMITED TO ODOMETER MISREPRESENTATION CAUSED BY THE USE OR MODIFICATION OF THE VEHICLE WITH UNDERSIZE OR OVERSIZE TIRE AND WHEEL ASSEMBLIES.
26. TO REPAIR, REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS SERVICE CONTRACT UNLESS REQUIRED IN CONJUNCTION WITH THE REPAIR OF A COVERED PART.
27. FOR DIAGNOSIS CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.
28. FOR A BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.
29. FOR ADDITIONAL LOSS OR DAMAGE WHICH IS OCCASIONED BY YOU OR OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
30. FOR REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
31. FOR DAMAGE CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER.
32. FOR REPAIRS OF WATER AND AIR LEAKS, RATTLES, SQUEAKS AND WIND NOISE.
33. FOR A BREAKDOWN OR DAMAGE CAUSED BY NEGLECTING TO FOLLOW PROPER CHARGING PROCEDURES OR USE OF INCOMPATIBLE CHARGING DEVICES FOR YOUR PLUG-IN HYBRID/ELECTRIC VEHICLE.
34. FOR A BREAKDOWN OR DAMAGE CAUSED BY A POWER SURGE.
35. FOR A BREAKDOWN WHICH EXISTED PRIOR TO OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE.

IN ADDITION TO THE ABOVE (ITEMS 1-35), UNDER EMERGENCY ROADSIDE ASSISTANCE, WE WILL NOT PAY BENEFITS:

36. FOR NON-EMERGENCY TOWING OR OTHER NON-EMERGENCY SERVICE.
37. FOR ANY SERVICE AVAILABLE THROUGH A VALID MANUFACTURER'S WARRANTY OR SERVICE.
38. FOR MOUNTING OR REMOVING OF SNOW TIRES OR CHAINS; WINCHING; EXTRICATION; TIRE REPAIR.
39. FOR CAMPING TRAILERS, TRAVEL TRAILERS OR ANY VEHICLES IN TOW.
40. FOR ANY FINES, VEHICLE STORAGE CHARGES OR A SECOND TOW.
41. FOR TOWING FROM AN UNLICENSED REPAIR FACILITY.
42. FOR TOWING BY OTHER THAN A LICENSED TOWING SERVICE, SERVICE STATION OR GARAGE.
43. FOR SERVICE ON A VEHICLE THAT IS NOT IN A SAFE CONDITION TO BE TOWED.
44. FOR TOWING OR SERVICE ON ROADS NOT REGULARLY MAINTAINED, SUCH AS SAND BEACHES, OPEN FIELDS, FORESTS, AND AREAS DESIGNATED AS NOT PASSABLE DUE TO CONSTRUCTION, ETC.
45. FOR TOWING AT THE DIRECTION OF A LAW ENFORCEMENT OFFICER RELATING TO TRAFFIC OBSTRUCTION, IMPOUNDMENT, ABANDONMENT, ILLEGAL PARKING, OR OTHER VIOLATIONS OF LAW.
46. FOR REPEATED SERVICE CALLS FOR A VEHICLE IN NEED OF ROUTINE MAINTENANCE OR REPAIR.
47. FOR MORE THAN ONE DISABLEMENT FOR THE SAME CAUSE DURING ANY SEVEN DAY PERIOD.

IN ADDITION TO THE ABOVE (ITEMS 1-47), UNDER EMERGENCY TRAVEL EXPENSE REIMURSEMENT, WE WILL NOT PAY BENEFITS:

48. FOR ADDITIONAL COMMERCIAL LODGING ENTERTAINMENT EXPENSES.
49. FOR ANY BREAKDOWN THAT OCCURS LESS THAN 100 MILES FROM YOUR HOME.

V. MAINTENANCE REQUIREMENTS

In order to keep Your Service Contract valid, Your Vehicle must be serviced receiving all scheduled maintenance as recommended by the Manufacturer in the Owner's Manual. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage. If You do not have an Owner's Manual, contact Your Vehicle manufacturer to obtain a maintenance schedule.

You must keep receipts which verify the Vehicle Identification Number, work orders and other documents that shows a date, a description of Your Vehicle, mileage and services performed. You may be required to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.

VI. WHAT TO DO IF REPAIRS ARE NEEDED

If Your Vehicle is within forty (40) miles of the Selling Dealer, You must deliver Your Vehicle to the Selling Dealer. If Your Vehicle is more than forty (40) miles from the Selling Dealer or the Selling Dealer is no longer at that address, call the Administrator for instructions before delivering Your Vehicle to a Repair Facility. You must authorize the Repair Facility to perform necessary diagnostic work so that the Repair Facility can provide an accurate estimate of repair. To ensure coverage under the terms of this Service Contract, authorization must be obtained prior to repair. Call the toll free claims number listed below between the hours of 7:00 a.m. - 7:00 p.m. C.T. Monday - Friday and 9:00 a.m. - 3:30 p.m. C.T. on Saturdays.

1-800-527-3426

Emergency Repair Instructions: In the event that a Breakdown of a covered part occurs when the Administrator's office is closed and emergency repairs are necessary, You may follow the claim procedures and commence emergency repairs without securing the Administrator's prior authorization. However, You or the Repair Facility must notify the Administrator of the repairs as soon as the Administrator's office reopens. You must submit written information and documentation concerning the Breakdown and repairs no later than thirty (30) days after the Breakdown. Reimbursement of emergency repairs will be subject to all terms and conditions of this Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because Your Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens.

VII. YOUR RESPONSIBILITIES

You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Vehicle. You are required to safely pull Your Vehicle off the road and shut down the engine immediately when either of these lights/gauges indicates a problem.

If You experience a Breakdown, You agree to:

1. Use all reasonable means to protect Your Vehicle from further damage.
2. Notify the Administrator as soon as possible if You are unable to return to the Selling Dealer.
3. Authorize the Repair Facility to perform necessary diagnostic work so that the Repair Facility can provide an accurate diagnosis and estimate of repairs. IMPORTANT: WE WILL NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS SERVICE CONTRACT.

4. **Furnish the Administrator with such information as they may reasonably require and if requested provide proof of Your Vehicle's regular maintenance during the Service Contract Term as defined in Service Contract Section V. Maintenance Requirements.**
5. **Reserve for the Administrator the right to refer Your Vehicle to the Selling Dealer or a dealership that sells and services Your type of Vehicle, for certain repairs.**
6. **Allow the Administrator to examine Your Vehicle if the Administrator asks to do so.**
7. **Obtain authorization from the Administrator prior to beginning any repairs covered by this Service Contract.**

VIII. GENERAL PROVISIONS

1. **Service Contract Term**
   The Service Contract Term is the **Months** and **Miles** shown on the Information Schedule.
   - For New and Pre-Owned Vehicles, the Service Contract begins on the **Service Contract Purchase Date** as shown on the Information Schedule. The Service Contract ends when the **Months** from the **Service Contract Purchase Date** is reached or when the **Miles** from the Current Odometer Reading are registered on the odometer, whichever occurs first.
   - For New and Certified Pre-Owned Vehicles, the Service Contract begins on the **Service Contract Purchase Date** as shown on the Information Schedule. The Service Contract ends when the **Months** from the **In-Service Date** is reached or when the **Miles** from zero miles are registered on the odometer, whichever occurs first.
2. **When And Where You Are Covered**
   You are covered when this Service Contract is issued or transferred to **You**. This Service Contract applies only to **Breakdowns** occurring within the continental United States of America, Alaska, Hawaii and Canada.
3. **If You Have Other Coverage**
   If the manufacturer or **Repair Facility** agrees to cover all or some of the **Cost** of a **Breakdown** after a **Warranty** or guarantee has expired, **We** will pay only for any extra **Cost**. If **You** have any other Rental Reimbursement, Emergency Roadside Assistance or Emergency Travel Expense Reimbursement, **We** will pay only the amount in excess of that coverage, subject to the limits of this Service Contract.
4. **Your Help And Cooperation**
   Your help and cooperation is required if **We** ask **You** to help **Us** enforce **Your** rights against any manufacturer or **Repair Facility** who may be responsible to **You** for the **Cost** of repairs covered by this Service Contract.
5. **Limit of Liability**
   Our limit of liability is the **Cost** to repair or replace any covered **Breakdown**; but in no event shall this **Cost** exceed the average retail value of **Your Vehicle** as determined by the NADA Official Used Car Guide at time of loss.
6. **Dispute Resolution – Arbitration**
   Mandatory arbitration is not allowed under this Service Contract. If **You** and **We** mutually agree, this Service Contract provides for binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract (for example the **Cost** of, lack of or actual repair of replacement arising from a **Breakdown**). Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where **You** live. Notwithstanding this arbitration provision, **You** are not prohibited from bringing an action in Small Claims Court to resolve **Your** dispute.

   Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this Service Contract by a judge and/or a jury. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction of any such error.

   If the party on whom the demand is made agrees, to start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one year of the earlier of the date the **Breakdown** occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire."

   Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the California Arbitration Act (California Code of Civil Procedures 1280 et. seq.) and the Consumer Legal Remedies Act (California Civil Code (1750 et. seq.). The laws of the state of California govern all matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract. All costs and expenses of the arbitration will be shared equally by **You** and **Us**. All fees and costs charged to **You** under this provision shall be waived if **You** are an indigent consumer. "Indigent consumer" means a person having a gross monthly income that is less than 300 percent of the federal poverty guidelines. If **You** are determined to be an indigent consumer all provisions of California Code of Civil Procedure §1284.3 apply.
7. **How This Service Contract May Be Transferred**
   Your rights and duties under this Service Contract may only be transferred once to a subsequent purchaser directly by **You** within fifteen (15) days from the date of sale to the subsequent owner. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. In the event of **Your** death, the benefits of this Service Contract will be available to **Your** spouse or legal representative.

   To transfer this Service Contract, **You** must submit the following information to the **Provider**:
   a. Completed Transfer Request form;
   b. Copy of **Your** Service Contract;
   c. Bill of Sale indicating date of sale of the **Vehicle**;
   d. $50 transfer fee made payable to the **Provider**.

   To obtain a blank Transfer Request form, contact the **Administrator**.
8. **How This Service Contract May Be Canceled – Including Refunds And Charges**
   Cancellation By You
   You may cancel this Service Contract at any time. To cancel, contact the **Selling Dealer**. The **Selling Dealer** will assist with **Your** cancellation request and verify the mileage of **Your Vehicle**. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation.

   Cancellation By Us
   If **We** cancel this Service Contract, **We** will mail **You** written notice at least sixty (60) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within sixty (60) days of the **Service Contract Purchase Date**. After sixty (60) days, **We** may cancel this Service Contract:
   - If there has been a material misrepresentation or fraud by **You**; or
   - If **You** do not pay the **Service Contract Price**.

   If **We** cancel this Service Contract, the refund, if any, will be paid within thirty (30) days of the date of cancellation.

   Cancellation By Lienholder
   If this Service Contract is financed, the Lienholder (shown on the Information Schedule) may cancel the Service Contract in the event **You** default in **Your** obligation to such Lienholder or in the event **Your Vehicle** is declared a total loss or is repossessed.

How Refunds are Calculated

If this Service Contract is canceled within sixty (60) days of the **Service Contract Purchase Date** and a claim has not been incurred, a 100% refund of the **Service Contract Price** will be made. No administrative fee will be charged within the first sixty (60) days of cancellation from the **Service Contract Purchase Date**. After sixty (60) days or if **You** have incurred a claim within the first sixty (60) days, a pro-rata refund of the lesser of unused **Months** or unused **Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of the unused **Months** compared to the total **Months** of **Your** Service Contract Term or unused **Miles** compared to the total **Miles** of **Your** Service Contract Term, less an administrative fee of $25 or 10% of the refund amount, whichever is less. All refunds will be paid to the Lienholder if any, otherwise to **You**. If the Service Contract is canceled by **Us**, no administrative fee will be charged.

9. Insurance

Performance to **You** under this Service Contract is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the Service Contract has been denied or has not been honored within sixty (60) days after **Your** request. The name and address of the insurance company is: Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 1-800-927-4357 or access their website www.insurance.ca.gov.

10. Entire Service Contract

This Service Contract represents the entire agreement between **You** and **Us**. No person has the authority to change this Service Contract or to waive any of its provisions. No other written or oral statements apply to this Service Contract.