

Select Auto Protect Inc.

This Vehicle Service Contract is an agreement between You and Select Auto, Inc. Seller is not a party to this Contract and has no obligation to You regarding the benefits provided under this Contract. This Vehicle Service Contract provides coverage for Your Vehicle for the Term and/or Mileage stated on the Registration Page. The Mileage Expiration reading, the Expiration Date, and the Current Odometer reading are all documented on the Registration Page. It is Your responsibility to make sure that the Current Odometer reading is accurate as of the Purchase Date of this Contract.

This Vehicle Service Contract is subject to the following Terms, Conditions, Limitations, Extensions, Exceptions and Definitions. No person has the authority to change this Contract or to waive any of its provisions. This Contract is for the sole benefit of the Contract holder named herein and applies only to the Vehicle described on the Registration Page of this Contract.

### **Definitions**

The following Definitions are used throughout this Vehicle Service Contract and are defined as follows:

**Breakdown** refers to the Breakdown of a defective part or faulty workmanship as supplied by the Manufacturer or Dealer, but does not include damage due to negligence, damage caused by an accident gradual reduction in operating performance due to wear or tear or damage resulting from Breakdown of non-covered parts.

**Commercial use or Purpose** means any usage of Your Vehicle for trade, commerce, or generation of income, regardless if such usage is full or part time.

**Contract** means this Vehicle Service Contract issued to You and covering Your Vehicle including the Registration Page of this Contract).

**Coverage** means the coverage You have on Your Vehicle as described by the Coverage Type shown on the Registration Page and the terms of this Contract.

**Covered part(s)** means a part which is specifically covered under Coverage Details of this Vehicle Service Contract.

**Dealer** means the dealer who sold the vehicle to you.

**Dealer or Factory warranty** means the warranty sold to or provided to you by the dealership in association with the purchase of your new car.

**Deductible** means the amount You are required to pay when You have a claim. The amount of Your Deductible is shown on the Registration Page.

**Effective Date and Mileage** means the date You purchased Your Contract and the miles on the odometer on that date.

**Expiration Date or Mileage** means the date and/or mileage when Your Contract is no longer in force. Your Contract expires when the number of months or accumulated mileage for the term you purchased is reached, whichever occurs first.

**Licensed Repair Facility** is a for-profit entity, recognized by the state, in the business of repairing motor vehicles.

**Our, Us, and We** means the entity who is obligated to perform under this Contract (the "obligor"). The obligor of this Contract is Select Auto, Inc., 1202 N Market Street, Suite 111, Wilmington, DE 19801.

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**Pre-Existing** means a condition that within all reasonable mechanical probability relates to the mechanical condition of your Vehicle prior to Contract issuance or during the Waiting Period.

**OEM** means Original Equipment Manufacture.

**Repair cost** means the combination of parts and labor necessary to repair or replace a covered part in the incidence of a Breakdown. Repair cost of parts is determined by regular retail prices and are not to exceed the manufacturer's suggested retail price for a covered part. Repair costs of labor are based on the current national flat rate hourly guide for labor and is subject to the aggregate total of a single repair visit.

**Seller** means the individual that sold you this vehicle service Contract.

**United States** means the 50 United States of the United States of America.

**Vehicle Service Contract** means this agreement and the Registration Page.

**Waiting Period** means the period of time and mileage that must transpire before a claim may be filed hereunder. The Waiting Period is equal to the number of days and number of miles shown on the Registration Page. If no days and miles are stated on the Registration Page, the standard Waiting Period is sixty (30) days and one thousand (1,000) miles from the Contract purchase date and odometer mileage at Contract purchase date. This means that no claims will be approved during the thirty (30) days following the Contract Date (or a longer period of time if Your first reoccurring monthly payment is not paid until after the first thirty days) and until one thousand (1,000) miles have been added to Your Vehicle's odometer. Your Coverage begins after the "Waiting Period" and will continue until the Expiration Date or Mileage (whichever comes first).

**You and Your** means the Contract Purchaser shown on the Registration Page, or the person to whom this Contract was properly transferred.

**Your Vehicle** means the vehicle covered by this Contract as described by its make, model and vin number on the Registration Page of this Contract.

### **Coverage Description**

#### **\*Roadside Assistance, Lock Out, Gas Refill**

Under this Vehicle Service Contract, we provide you with the following additional services in the event of a vehicle Breakdown, in the form of monetary reimbursement for covered repairs up to a maximum of:

- a) one hundred dollars (\$100) per occurrence for towing to the nearest authorized repair facility if required as a result of a Breakdown;
- b) Sixty dollars (\$60) per day, for up to three (3) days, for emergency trip interruption inconvenience reimbursement, when a Breakdown occurs a minimum of one hundred (100) miles away from your home as provided on your Registration Page;
- c) a single flat tire change using your pre-existing good spare tire;
- d) forty dollars (\$40) for a battery boost or jump start, or toward the delivery charge to have fuel purchased by you delivered to your vehicle; and
- e) up to twenty-five dollars (\$25) for lockout assistance.

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Services are subject to change based on conformity with individual state laws. No deductibles apply to the provision of Roadside services. Roadside services provisions do not apply to vehicles which were disabled due to acts of nature, inclement weather, war, insurrection, or riot under this service contract, you are limited to receiving roadside services for just one (1) disablement of your vehicle for the same cause in any seven-day period.

### **\*Rental Car**

If You are in need of alternate transportation because of a covered Breakdown, this Vehicle Extended Service Agreement, provides reimbursement for the expense of a rental car up to Thirty-five dollars (\$35) per day, for a maximum of up to four (7) days, for a total of up to two hundred forty five dollars (\$245) per Breakdown. Rental car reimbursement is based on a recognized industry flat rate time required to repair Your Vehicle according to the following criteria:

- a) if the repair time required is a minimum of eight (8) hours, we will allow a one-day car rental and
- b) reimburse You a maximum of Thirty-five dollars (\$35) for that rental;
- c) if the repair time required is a minimum of sixteen (16) hours, we will allow a two-day car rental and reimburse You a maximum of seventy dollars (\$70) for that rental; and
- d) if the repair time required is more than twenty (20) hours, we will allow a three (3) day car rental and reimburse You a maximum of one hundred and five dollars (\$105) for that rental.

Rental car reimbursement is valid only for expenses incurred from the date of the Breakdown until the date repairs are completed. Rental car reimbursement does not include any expense for items such as mileage, gasoline, maintenance, insurance or collision damage waiver charges, or oil changes. No deductible applies to the provision of Rental car reimbursement.

### **3. Coverage Details**

**Select Platinum:** covers the following components listed under 1-15.

**Select Gold:** covers the following components listed under 1-7.

**Select Silver:** covers the following components listed under 1-7.

1. **Gasoline/Diesel Engine:** Cylinder block, cylinder head/heads (if damaged by internally lubricated covered part). Internally lubricated parts: pistons, piston rings, piston pins, crankshaft, main bearings, camshaft, camshaft bearings, connecting rods, rod bearings, rocker arms, rocker arm shafts, rocker arm pivots, cylinder head intake, exhaust valves, valve keepers, valve retainers, hydraulic/solid valve lifters, cam followers, crankshaft gear, oil pump, crankshaft gear and timing chain. Harmonic balancer, metal timing cover, and metal oil pan (if damaged by an internally lubricated part). Engine vacuum pump and engine mounts (If failed, not worn).
2. **Transmission/Transaxle:** Transmission case/Transmission pan (if damaged by internally lubricated covered part). Internally lubricated parts included within banner kit components: automatic transmission, clutch steels/plates,
  - a. accumulating/servo locking rings. Transmission mounts, torque converter, vacuum modulator.

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3. **Cooling:** Cooling fan clutch, main engine radiator cooling fan motor, radiator, main engine.
4. **Brakes:** Master cylinder, wheel cylinder, hydraulic front/rear disc brake calipers, and power brake booster.
5. **Electrical Components:** Ignition distributor, starter solenoid, starter motor, voltage regulator, alternator, A/C heater blower motor.
6. **Drive Axle:** Front propeller/drive shaft universal joints, front axle shaft universal joints, rear propeller/drive shaft universal joints, rear propeller/drive shaft support and bearing, front CV axle shaft joints. e water pump
7. **Steering System:** Steering box/steering box pitman seals, steering rack shaft seals, rack and pinion unit and all related internal lubricated parts, power steering pump/shaft seal pump, pitman/idler arm, inner tie rod ends, and outer tie rod ends.
8. **Turbo/Super Charger:** Internal parts; Housing is covered if damage is caused by the failure of an internally lubricated moving part, turbo/super charger mount gaskets during replacement.
9. **AWD/4x4:** The following components in the transfer case: Drive chain/gears, planetary gears, ring shift forks, oil pump output shaft/main shaft washers, transfer case actuator, four-wheel drive actuator, seals and gaskets during rebuilding, and transfer case input/output seal.
10. **Differential Assembly:** Front and rear differential housing if damage is caused by a failure of internally lubricated covered parts, ring and pinion gears/bearings, spider and carrier gears/bearings, axle shaft/bearings, and pinion/axle shaft seal.
11. **Suspension System: (If failed, not worn)**
  - a. **Front:** Upper/lower control arms and bushings, lower torsion/tension arms, stabilizer end links ball joints, hub and wheel bearings.
  - b. **Rear:** Upper lower controls arms and bushings, stabilizer end links, ball joints, hub and wheel bearings.
12. **Heater and Air conditioning:** Compressor and compressor clutch, A/C high/low pressure compressor cutoff switches and heater core, Evaporator core, condenser, field coil, and accumulator.
13. **Fuel System:** Main fuel pump, fuel injector(s), and gasoline pressure regulator.
14. **ABS Brakes:** Wheel speed sensors, hydraulic pump/motor assembly, pressure modulator valve/isolation dump valve, accumulator, ABS master cylinder, Hydro Boost and Electronic Control Processor.
15. **Hi-Tech:** ABS master cylinder, ABS processor, hydraulic pump motor/pressure modulator valve, sensors; temperature control programmer; mass airflow sensor, map sensor, air charge temperature sensor, coolant temperature sensor, fuel management controls, fuel pressure

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sensor, fuel injector(s), fuel injection pump, ignition management controls; camshaft position sensor, crankshaft position sensor, ignition coils, wiper motor(s), power window motors, power door lock actuators, driver and passenger front forward/backward seat motor, driver and passenger front tilt seat base motor, driver and passenger front tilt seat back motor, automatic temperature control panel, key-less entry module excluding remote, speed control module, electronic level control compressor, factory installed GPS Navigation module, sun-roof motor and convertible top motor, factory installed rear view camera.

### **\*Our Responsibilities**

We agree to make the payment to a licensed repair facility for the cost of repairing or replacing the parts covered by Your vehicle service Contract and the labor required for the completion of the repair, due to a Mechanical Breakdown. At Our election, the repair or replacement will be made with quality parts including new, remanufactured, exchanged, non OEM, or serviceable used components. We have the right to inspect Your Vehicle and its parts at the repairing facility whenever You submit or request an authorization for a claim.

This is a Vehicle Service Contract between You (Contract Holder) and Us. You agree and understand that this Contract is a Vehicle Service Contract and not an insurance policy.

In the event of a Breakdown of any Covered Part(s) listed below, the Administrator will provide for payment or reimbursement for pre-authorized expenses incurred for the repair or replacement of the part(s), less any Deductible, in accordance with the provisions contained within this Contract. Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in ALLDATA. Replacement of Covered Parts that have experienced a Breakdown may be made with original equipment manufacturer parts, non-original equipment manufacturer parts, re-manufactured parts, or used parts at the Administrator's discretion.

### **\*Your Responsibilities**

You must have your vehicle inspected and serviced in accordance with the manufacturer's recommendations as provided in your owner's manual. You are required to follow the maintenance schedule that applies to your driving habits and climate conditions. Failure to adhere to the owner's manual recommendations may result in denial of service. All receipts verifiable by Total must be retained for any requested service/work on your vehicle. Self-servicing your vehicle may be verified through the receipts of various materials used throughout the service which you are required to maintain and submit to Total upon request. Coverage may be denied in the event the owner fails to retain original documents proving the original purchase price. Coverage may also be denied if this Vehicle Service Contract's payments are not up to date. The owner is required to have valid US State annual registration, liability insurance, and safety/emissions inspection. Claims are limited to being initiated by you, and not various repair facilities working on your vehicle. In order to receive the repair, you must call us at 1- 860-393-0962. Once prior authorization is given by us, you may take your vehicle to the repair facility of your choice.

### **Filing a Claim**

1. You must call Our Claims Department to obtain prior authorization from Us before having any services performed under Your Contract. Under certain conditions, You may be required to have Your Vehicle towed to a Licensed Repair Facility selected by Us. Once You obtain authorization, review with the service manager what will be covered by this Contract.

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2. Take immediate action to prevent further damage to Your Vehicle. This Contract will not cover the damage caused by continued operation or by not securing a timely repair of the failed component. The operator of the Vehicle 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. This may require You to stop driving Your Vehicle, pull off to a safe area of the road to have Your Vehicle towed.
3. Take Your Vehicle to a Licensed Repair Facility and provide the Licensed Repair Facility with a copy of Your Contract.
4. In some cases, You may need to authorize the licensed repair facility to inspect and/or tear-down Your Vehicle in order to determine the cause and cost of the repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being made.
5. You must pay to the Licensed Repair Facility any required Deductible as specified on the Registration Page. We will pay the Licensed Repair Facility directly for the cost of the work performed on Your Vehicle that is covered by this Contract and previously authorized, less the Deductible. Once authorization is obtained and the repair is completed, all repair orders and documentation must be submitted to the Claims department within thirty (30) days.

### **General Notice**

This Vehicle Service Contract is not:

- (a) An insurance policy of any kind;
- (b) a mechanical breakdown insurance extended service contract or policy;
- (c) an automobile liability or physical liability damage insurance policy or extended service contract;
- (d) An explicit, implicit, general or extension of a warranty. This Vehicle Service Contract may duplicate some warranty coverage. You do not waive any preexisting warranties that may be implied by law by entering into this contract. State and federal laws may protect your interests as a consumer. This Vehicle Service Contract is interpreted according to the Magnuson-Moss Warranty Act where applicable.

### **Subrogation**

In the event of reimbursement by Us, to You, or for the benefit of the Vehicle under the Registration Page that you will receive in exchange for signing these terms of agreement, We shall be subrogated to all rights, interest or stake in claims which You may have against any third parties responsible for damages to You. You agree that We, after honoring a claim on Your Contract, have all rights of subrogation against those who may be responsible for Your Breakdown or failure. Under this section, You agree to execute any documents that we require to pursue claims through subrogation

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and avoid the impairment of Our rights pursuant to this clause, and do whatever is necessary to secure such rights. In respect to this clause, You authorize Us to sue, settle, or compromise on both Your behalf and Our behalf related to an instance of recorded damages. The Vehicle owner agrees to reimburse Us any amount received as the result of a claim, should there be additional remedies available to You. All amounts recovered by You for which You were previously reimbursed under Your Contract shall become Our property or the property of Our designee and shall be forwarded to the same by You, up to the total amount paid by Us under Your Contract.

### **Transfers**

This Vehicle Service Contract will terminate when You sell Your Vehicle unless transferred by using Our transfer procedure, or when this contract is cancelled.

This Contract cannot be transferred to another Vehicle. It can only be transferred to a different private owner of the same Vehicle.

Each Vehicle Service Contract is entitled to one transfer over its total coverage period lifetime. Once this Contract is transferred to a second party, that second party may not transfer the Contract to a third party, regardless of change of vehicle ownership. The second party owner is not entitled to the Cancellation section of this agreement.

Transfer of this Contract is only applicable to the private owner of the vehicle listed in the Registration Page. In order for a transfer to be recognized by us, we require a notice of transfer within fifteen days of change of vehicle ownership.

All pre-existing dealer of factory warranty must be transferred to the new vehicle owner. All maintenance records and odometer readings at the time of transfer must be present in order to process a transfer. If part or all of these documents are missing upon transfer, we reserve the right to inspect the vehicle prior to issuance of a transfer.

### **Cancellation**

This Vehicle Service Contract may be cancelled at any time by submitting a cancellation request. Within the first thirty (30) days of purchase of this Contract, You may cancel the Contract in return for a full refund if no vehicle services or repairs have been dispensed.

If repairs or services were dispensed in connection to Your Vehicle in the first thirty (30) days, You may still cancel Your Contract and be partially refunded based on a pro-rated basis of time in which the Contract was in effect, less any authorized repair costs paid for by Us. If a federal odometer statement is provided at the time of cancellation, the pro-rated reimbursement may be calculated on a per mile basis.

If you wish to cancel this Vehicle Service Contract after the thirty-day grace period, and no claim has been filed, You may do so in exchange for partial reimbursement calculated on a pro-rated basis of the time since the purchase date to date of cancellation. This reimbursement can be calculated on a mileage basis if the vehicle owner provides a federal odometer statement at the time of cancellation, and a federal odometer statement at the date of purchase. All cancellation requests after the thirty-day grace period are subject to a twenty-five-dollar (\$25) administrative fee and will be deducted from your reimbursement, as well as the cost of any authorized repair costs paid for by Us.

We reserve the right to cancel this Vehicle Service Contract at any time should You;

- (a) fail to pay any part of the purchase price related to this Vehicle Service Contract,

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- (b) misrepresent any information pertaining to this Contract and Your vehicle,
- (c) misrepresent facts of material importance pertaining to this case,
- (d) sell, transfer, trade or if the vehicle is repossessed, unless all procedures under the transfer clause are enacted by the Contract owner,
- (e) not maintain a fully functioning odometer through which We can determine an accurate mileage reading,
- (f) alter or remove the VIN (vehicle identification number): This also applies to vehicles declared; a total loss, sold for salvage purposes, branded or salvage title, for commercial use, and modified beyond manufacturer standards. Should We cancel this Vehicle Service Contract at any time for the above reasons, you are entitled to a partial refund paid on a pro-rated basis of period coverage starting from the date of purchase to date of cancellation, less any authorized repair costs dispensed by Us.

If You are entitled to a refund under the cancellation clause of this Vehicle Service Contract, it will be dispensed to the original purchaser of this Contract if the purchase was not financed or transferred to a secondary owner. Should the Vehicle Service Contract be financed, the refund amount will be paid to the owner if we receive documentation proving satisfaction of the finance associated with the Contract pertaining to this vehicle, clearing any liens the lender may have against the vehicle.

Payment of refund to a lender is to be considered a payment to You, for Your behalf, and You forfeit any claims against Us under any refund of this provision.

### **Contract Exclusions**

Under this Vehicle Service Contract, coverage is not provided to:

Any part not mentioned in the coverage details section of this Contract, or for any of the following: carburetor, thermostat and thermostat housing, battery and battery cable harness/wire harnesses, shock absorbers, Struts, thermal housing friction clutch disk and pressure plate, transmission clutch assembly, distributor cap and rotor, active sway bar systems, flywheels, head gaskets, safety restraint systems (including but not limited to air bags), glass, timing belts and balance shaft belts, lenses, balance shafts, intermediate shafts and/or bearings, light bulbs, sealed beams, LED lighting, Lighting assembly, fuses, fuse boxes and circuit breakers. Personal items such as cellphone, personal computers, navigation systems, pre-heated car systems, game centers, and radios are not covered. Electronic transmitting devices, voice recognition systems, radar detection apparatus, remote control consoles, CD player, brake rotors and drums, hybrid batteries, and all exhaust and emissions components: EGR Purge, vacuum canister, vapor return canister, vapor return systems, air pump systems, catalytic systems, exhaust/intake manifolds, all fuel/additive tanks, gas cap and/or filler neck, weather strips, bright metal chrome, trim, moldings, cosmetics such as upholstery and carpentry, paint, ornamentations or car emblems, bumpers, body sheet metal, structural frame or body parts, convertible tops including soft/hard top and vinyl, convertible top assemblies, door/tailgate/lift gate handles, door components including bushings/bearings, hardware or linkages, wheel assemblies including tire/rims/tire pressure sensors, all digital modifications to components that are not the cause of a breakdown, engine block and cylinder heads if cause of damage is overheating/freezing/warping. Maintenance services/parts prescribed by your vehicle's manufacturer in the owner's manual including but not limited to; alignments, adjustments, wheel balancing, glow/spark plugs, tune-ups, hoses, tubes and lines, drive belts, brake pads/rotors/drums. Electronic brake systems. Wiper blades are not covered unless otherwise stated explicitly in the coverage detail section of this Contract. Refrigerants, coolants, fluids, lubricants, and filters.



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The following parts or services under the described circumstances will not be covered under this Vehicle Service Contract:

- a) Illegal repairs as outlined by US federal and state laws, or other governing motor vehicle entity.
- b) Repairs performed outside the governing jurisdiction of this Contract, limited to the United States.
- c) Improvements that are deemed to not affect the condition of a breakdown.
- d) Airbags damaged due to collisions are not covered by us and should be immediately taken to your dealer for repairs for your safety.
- e) Transmission repairs due to non-factory installed tow package.
- f) Any repairs not given prior authorization to, regardless if breakdown has occurred.
- g) Consequential and/or incidental damages including but not limited to loss of time, lack of transportation as otherwise covered by the rental section, inconvenience, lost revenue, opportunity or other economic losses.
- h) Aftermarket parts which have not been approved by the vehicle's manufacturer.
- i) Damages as a result of negligence by any third-party dispensing services, repairs, and transportation of your vehicle.
- j) Any recall repairs or service bulletins must be paid for and immediately executed by vehicle owners. Failure to repair your vehicle pursuant to any manufacturer issued recall may result in a loss of coverage in the event of a breakdown.
- k) Any damages determined to be a direct or probable cause of a pre-existing mechanical issue whether it is known to the owner at the time of purchase or not.
- l) Repairs needed in part or wholly due to rust, salt, corrosion, water intrusion leaks, acid rain/corrosive chemicals and environmental acts of nature.
- m) Parts or services which are primarily covered by dealer/manufacturer warranty take seniority over claims processed through us.
- n) Any reported breakdowns that are not covered must be repaired, with proof, before any other claims are submitted.
- o) Repairs requested for vehicles determined to have flood title status, total loss title status, salvage title status, or a repaired title status.
- p) Any repair costs for vehicles determined to have altered/inoperable odometers.
- q) Technical Service Bulletins (TSB) and Recalls.
- r) Any damage or malfunction that is due to an already worn out or malfunctioned part.
- s) Any repair due to loss of lubrication.

### **Arbitration, Mediation, and Dispute Resolution**

All prospective claims are subject to fulfillment of the terms specified in this Vehicle Service Contract under the Your Responsibilities clause and elsewhere. Any and all claims must be submitted in writing to Us, within one (1) year of original claim date, and then first be submitted to mediation in the State of New York under the Commercial Mediation Rules of the American Arbitration Association. All claims are subject to this mediation and arbitration clause, including without limitation common law, contract, tort, statutory, or regulatory liabilities and must be submitted individually, without resort to any form of class action. All issues, questions, and concerns regarding the validity of and enforceability of this agreement shall be restrained to the jurisdiction of the State of Delaware and resolved through mediation or arbitration through the American Arbitration Association. In case

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of arbitration, a notice of arbitration must be sent to Select Auto, Inc., 1202 N Market Street, Suite 111, Wilmington, DE 19801.

Any and all disputes, claims and causes of action arising out of or connected with this agreement shall be resolved individually, without resort to any form of class action, shall be limited to actual out-of-pocket costs incurred up to \$5,000 per claim and in no event shall include attorneys' fees nor cost or mediation or arbitration, nor any claim to punitive, incidental and consequential damages, nor any claim to have damages multiplied or otherwise increased. The limitation or exclusion of liability for incidental or consequential damages may not apply to those who live in jurisdictions that do allow such limitations or exclusions.