**YOUR RESPONSIBILITY FOR SERVICE AND MAINTENANCE**

**You** must maintain **Your Vehicle** in accordance with the manufacturer’s published maintenance requirements and maintain proper fluid levels.  If **You** do not have the **Vehicle** manufacturer’s published maintenance requirements, **You** may obtain them from the local dealership representing **Your Vehicle’s** manufacturer.

**Before any repair is authorized,** **We** may require **You** to provide records showing that **You** have properly maintained **Your Vehicle**.  **You** must retain all receipts as proof of maintenance.  Acceptable receipts will include **Your** name and signature, date, mileage, services performed, year, make, model, of the **Vehicle** and Vehicle Identification Number (VIN).  Reimbursement of maintenance services is not covered under this **Agreement** unless for those services specifically listed under Additional Benefits and available under the comprehensive level of coverage.

If **You** perform the required maintenance on **Your Vehicle** yourself, **You** must maintain a log noting the date, mileage and type of maintenance service performed.  Each log entry must have a corresponding receipt, dated within the two (2) weeks prior to the date on the log, for the materials needed for the service performed (e.g. filters, oils and lubricants).  Receipts that do not reflect a date within two (2) weeks of the service date are not acceptable.

**IV. TERMS AND CONDITIONS**

This Agreement is subject to the following terms and conditions, including Sections IV-X of this Agreement. No alterations, changes or waivers of provisions may be made to this Agreement. The benefits available under this Agreement are strictly provided to You for repairs to the covered components.

1. This Agreement is between the Purchaser of the Agreement (You) and the Administrator/Obligor and applies only to the Vehicle identified in the Application Page under the Vehicle Information section. In no event shall the Administrator be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this Agreement.

2. Agreement Period - The Agreement Term begins on the Agreement Purchase Date (effective date) and expires on the passing of the number of months selected.

3. Limit of Liability - Our maximum liability for Coverage is the Cost to repair any covered Breakdown as per the terms of this Agreement. The total of benefits payable for the Term of the Agreement shall not exceed the lesser of: original Vehicle Purchase Price as shown on the Application Page or the NADA Guide for trade-in value of the Vehicle at the time of repair.

4. Odometer – Your odometer must always function and display. A non-working odometer, odometer display or cluster containing the odometer, or odometer that has been stopped, altered, or misrepresents the actual mileage voids the Agreement without cancellation. No refund will be paid.

LS-HADVSC                                                                                                                                                                                                                                                                        (04/11)

5. You are responsible for properly maintaining the Vehicle in accordance with the manufacturer’s specifications and to protect against further damage from continued operation or damage from overheating.

6. Coverage is limited to the repair or replacement of any covered component found to be defective beyond manufacturer’s specifications, which includes covered components listed on a Manufacturer’s Technical Service Bulletin which has caused or created a Breakdown as defined in this Agreement.

7. Breakdown of a covered component must occur while the Agreement is in force.

8. Administrator will make arrangements for payment in the amount of the authorized amount less related charges not covered by the Agreement, less a $100.00 Deductible per repair visit, if applicable.

9. You must provide your Agreement number when contacting the Administrator.

10. Administrator does not allow any third party to create any obligation or liability in connection with this Agreement.

11. The Dealer/Seller is not an agent of the Administrator.

12. Notice to Consumers: Purchase of this Agreement is not required to purchase or finance a Vehicle. The terms of this Agreement control the Agreement between You and Us. No change or modification to the written terms is valid. This Agreement is based on information You provided in the Application. Misrepresentation in the Application will result in rejection or cancellation of this Agreement. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement.

13. Subrogation: If You receive benefits under this Agreement and You have a right to recover from another party including, without limitation, any manufacturer, insurance company or service agreement provider who may be responsible to You for Costs, Repairs or Services under this Agreement, Your rights to recover automatically become Our rights to recover. If We ask, You agree to cooperate with Us in any matter concerning this Agreement or, to enforce Our rights.

14. Coverage is limited to Breakdowns which occur during the Agreement Term. This Agreement applies only to repairs occurring within the continental United States of America, Alaska, Hawaii or Canada.