

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 **ADMINISTRATOR**.

COVERAGE UNDER THIS VEHICLE SERVICE CONTRACT BEGINS THIRTY (30) DAYS AND ONE THOUSAND (1,000) MILES AFTER THE CONTRACT PURCHASE DATE AS LISTED ON THE DECLARATIONS PAGE OF THIS VEHICLE SERVICE CONTRACT. IF THE "NO WAITING PERIOD" OPTION IS SELECTED AND PAID, COVERAGE UNDER THIS VEHICLE SERVICE CONTRACT BEGINS ON THE CONTRACT PURCHASE DATE AS LISTED ON THE DECLARATIONS PAGE OF THIS VEHICLE SERVICE CONTRACT.

This Contract provides additional information regarding responsibility for benefits. State restrictions may apply; please refer to the **STATE DISCLOSURE** section for details.

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.

This Vehicle Service Contract is only in force upon the receipt and acceptance of this Vehicle Service Contract by the **OBLIGOR**.

If any information contained in this Vehicle Service Contract about the **SERVICE CONTRACT HOLDER**, the **COVERED VEHICLE** or the coverage that **YOU** selected is in error, please contact the **OBLIGOR**, the **ADMINISTRATOR** or the **SELLER** 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" means the organization that we have retained to provide administrative and claim services for this Contract. In Florida, the **ADMINISTRATOR** is The Advantage Warranty Corporation, (Florida Certificate of Authority #60071). In Louisiana, Nevada, and Wisconsin, the **ADMINISTRATOR** is Wisconsin A.U.L., Inc. In all other states, the **ADMINISTRATOR** is A.U.L. Corp. The contact information for the **ADMINISTRATOR** is P.O. Box 830029, Birmingham, AL 35283-0029.

"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.

"COVERED VEHICLE" means the car, light duty truck, or van described as such on this Vehicle Service Contract.

"DECLARATIONS PAGE" means the numbered document executed by **YOU** which is part of this Vehicle Service Contract. It lists information regarding the **COVERED 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 6 - WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT**.

"EXPIRATION DATE" is calculated by adding the **CONTRACT PURCHASE DATE**, plus the thirty (30) day **WAITING PERIOD**, plus the Term Months as listed on this Vehicle Service Contract. If the **"No WAITING PERIOD"** option is selected and paid, the thirty (30) day **WAITING PERIOD** will not be added to the **EXPIRATION DATE** calculation.

"EXPIRATION MILEAGE" means if the mileage term purchased exceeds fifty thousand (50,000) miles, this Vehicle Service Contract will expire at the mileage Term purchased, plus the one thousand (1000) mile **WAITING PERIOD**. (For example, with the Term 72/100, i.e., seventy-two (72) months or one hundred thousand (100,000) miles, this Vehicle Service Contract will expire at one hundred one thousand (101,000) miles.) The mileage Term is NOT added to the mileage on the odometer at the time of purchase. If the mileage Term purchased is fifty thousand (50,000) miles or less, the mileage Term purchased and the one thousand (1000) mile **WAITING PERIOD** are added to the mileage on the odometer at the time of purchase. This Vehicle Service 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 7 - WHAT IS NOT COVERED** by this Vehicle Service Contract. If the **"No WAITING PERIOD"** option is selected and paid, the one thousand (1000) mile **WAITING PERIOD** will not be added to the **EXPIRATION MILEAGE** calculation. **"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.

"OBLIGOR", **"WE"**, **"US"** or **"OUR"** means the entity obligated to perform under this Vehicle Service Contract. In Florida, the **OBLIGOR** for this Contract is The Advantage Warranty Corporation, (Florida Certificate of Authority #60071). In Oklahoma, the **OBLIGOR** for this Contract is Interstate Administrative Services, Inc., (Oklahoma Service Warranty Association #44197933). In New York, the **OBLIGOR** is Western Diversified Services, Inc. In all other states, the **OBLIGOR** is Protective Administrative Services, Inc. The contact information for the **OBLIGOR** is P.O. Box 830029, Birmingham, AL 35283-0029, 1-800-826-3207.

"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.

"SELLER" means the authorized business entity where **YOU** purchased this Vehicle Service Contract as described on the **DECLARATIONS PAGE** of this Vehicle Service Contract.

"SERVICE CONTRACT HOLDER", **"YOU"**, and **"YOUR"** means the owner designated as such on this Vehicle Service Contract.

"STATE DISCLOSURE" means a part of this Vehicle Service Contract that changes some of the provisions of the Vehicle Service Contract in order to comply with the laws of the state where **YOU** purchased this Vehicle Service Contract, if **YOUR** state requires a disclosure.

"WAITING PERIOD" MEANS THE THIRTY (30) DAY AND ONE THOUSAND (1,000) MILE TIME PERIOD AFTER THE CONTRACT PURCHASE DATE BEFORE COVERAGE BEGINS. THE ADDITIONAL TIME AND MILEAGE WILL BE ADDED TO THE END OF THE TERM OF THIS VEHICLE SERVICE CONTRACT UNLESS THE "NO WAITING PERIOD" OPTION IS SELECTED AND PAID.

"WARRANTY REMAINING" means if the **"WARRANTY REMAINING"** option is selected and paid as indicated on **YOUR DECLARATIONS PAGE**, coverage begins thirty (30) days and one thousand (1,000) miles after the **CONTRACT PURCHASE DATE** and expires by Time or Mileage measured from the original Full Manufacturer's Warranty Expiration Date or Mileage, whichever occurs first. If the **"WARRANTY REMAINING"** and **"No WAITING PERIOD"** options are selected and paid, coverage begins on the **CONTRACT PURCHASE DATE** and expires by Time or Mileage measured from the original Full Manufacturer's Warranty Expiration Date or Mileage, whichever occurs first.

SECTION 2 - MAINTENANCE RESPONSIBILITIES

The **SERVICE CONTRACT HOLDER** must have the **COVERED VEHICLE** serviced according to the service and maintenance schedule outlined in the owner's manual published by the manufacturer of the **COVERED VEHICLE**. **YOU** must also maintain proper fluid levels. The **SERVICE CONTRACT HOLDER** must keep all maintenance records, from the date **YOU** purchased this Vehicle Service Contract 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 **SELLER** 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 YOUR COVERED VEHICLE in accordance with YOUR owner's manual will result in denial of coverage.

SECTION 3 - HOW TO OBTAIN REPAIRS

ROADSIDE/TOWING ASSISTANCE - 1-866-332-7575

ADMINISTRATOR BUSINESS HOURS: Monday through Friday, 6:00 AM-5:00 PM Pacific Standard Time

ADMINISTRATOR PHONE NUMBER AND ADDRESS: Toll Free 1-855-686-6368 | P.O. Box 830029, Birmingham, AL 35283-0029.

AFTER HOURS CLAIMS: For CLAIMs outside of the ADMINISTRATOR's normal business hours, please follow the instructions in paragraph 9 below.

1. **Prevent Further Damage:** Take immediate action to prevent further damage to the COVERED VEHICLE. This Vehicle Service Contract will not cover the damage caused by continued operation and/or not securing a prompt repair of the FAILED component.
2. **Call the ADMINISTRATOR to start a CLAIM at 1-855-686-6368:** For instructions on how to start a CLAIM, call the ADMINISTRATOR BEFORE YOU deliver YOUR COVERED VEHICLE to any repair facility.
3. **Provide the licensed Repair Facility with a Copy of YOUR Vehicle Service Contract and/or YOUR Vehicle Service Contract number.**
4. **Authorize Initial Diagnosis and/or Tear-Down:** YOU will need to authorize the licensed Repair Facility to diagnose and/or tear-down YOUR COVERED VEHICLE in order to determine the cause and COST of the repair. YOU will be responsible for these charges if the FAILURE is not covered under this Vehicle Service Contract. The ADMINISTRATOR reserves the right to require an inspection of YOUR COVERED VEHICLE prior to any repair being made. The replaced parts will, at OUR option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of YOUR COVERED VEHICLE.
5. **Obtain Authorization from the ADMINISTRATOR:** Prior to any repair being made, instruct the Service Manager at the licensed Repair Facility to contact the ADMINISTRATOR to obtain an authorization for the CLAIM. Any CLAIM for repairs without prior authorization will not be covered. The ADMINISTRATOR can be contacted Monday through Friday, 6:00 a.m. to 5:00 p.m. Pacific Standard Time at 1-855-686-6368. Refer to SECTION 7 - WHAT IS NOT COVERED, AA. Limit of Liability for the maximum amount that will be paid for repairs covered under the terms of this Vehicle Service Contract.
6. **Review Coverage:** After the ADMINISTRATOR has been contacted, review with the Service Manager what will be covered by this Vehicle Service Contract.
7. **Pay Any Applicable DEDUCTIBLE:** The ADMINISTRATOR will reimburse the licensed Repair Facility or YOU for the COST of the work performed on YOUR COVERED VEHICLE that is covered by this Vehicle Service Contract and previously authorized, less any DEDUCTIBLE. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the ADMINISTRATOR within one hundred eighty (180) days to be eligible for payment.
8. **Proof of Service and/or Repair:** To obtain payment for a covered repair, YOU or the licensed Repair Facility must submit a legible copy of the original repair order to the ADMINISTRATOR. Repair orders must be readable and understandable, with the vehicle owner's complaint and repair diagnosis, parts, labor hours, COVERED VEHICLE identification number, date, COVERED VEHICLE mileage, YOUR name and signature, licensed Repair Facility name, address and phone number, repair totals, DEDUCTIBLE (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or YOUR self-maintained log with corresponding receipts, may be requested by the ADMINISTRATOR for related repairs. In addition (if applicable), all related invoices (i.e., towing, rental, sublets, etc.) must accompany the repair order for consideration of CLAIM reimbursement.
9. **After-hours Repair:** If repairs covered by this Vehicle Service Contract are required outside the ADMINISTRATOR's business hours, YOU should deliver the COVERED VEHICLE to a licensed Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, report the repairs to the ADMINISTRATOR. To report an after-hours repair and obtain a reimbursement, please call 1-855-686-6368 for instructions. After-hours repairs are only those repairs, which, if not performed, would render YOUR COVERED VEHICLE inoperable or unsafe to drive and impair its future operation.

SECTION 4 - TRANSFER AND RENEWAL PROCEDURES

YOU may transfer this Vehicle Service Contract one time to a new owner during the Vehicle Service Contract term. This Vehicle Service Contract may not be assigned separately from the COVERED 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 COVERED 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 along with proof of maintenance on the COVERED VEHICLE, a copy of the bill of sale and the original SERVICE CONTRACT HOLDER's written authorization to validate the transfer. The ADMINISTRATOR must be notified within thirty (30) days of the date of sale of the COVERED VEHICLE for the transfer to the new owner to be effective. 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

1. YOU may cancel this Contract before it expires by returning to the SELLING DEALER to complete a cancellation request or by sending your written and currently dated request to US or the ADMINISTRATOR by mail, fax or email to P.O. Box 830029, Birmingham, AL 35283-0029, Fax 707-226-1863 or aul.cancellations@protective.com.
Cancellation will be effective as of the date WE, our ADMINISTRATOR or the SELLING DEALER receive your cancellation request.
2. WE may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by YOU with regard to the Contract;
 - b. If YOU fail to maintain the COVERED VEHICLE as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and YOU failed to repair or replace the odometer; or
 - d. YOU did not pay the Contract Price.
3.
 - a. If YOU or WE cancel this Contract within sixty (60) calendar days of the CONTRACT PURCHASE DATE, WE will refund whatever portion of the Contract Price was paid by YOU or on your behalf (the "Amount Paid")
 - b. If YOU cancel this Contract more than sixty (60) calendar days after the CONTRACT PURCHASE DATE, WE will refund the unearned Amount Paid, less a processing fee of fifty dollars (\$50). The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused time or unused miles.
 - c. If WE cancel this Contract more than sixty (60) calendar days after the CONTRACT PURCHASE DATE and have not incurred a CLAIM, WE will refund the Amount Paid. If a CLAIM has been incurred, WE will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused time or unused miles using the date WE discover the reason for cancellation as the cancellation date.

- d. Any refund will be paid or credited within 30 calendar days of: (1) the date WE, the ADMINISTRATOR, or the SELLING DEALER receive your written cancellation request if YOU cancel; or (2) the effective date of cancellation if WE cancel.
- 4. WE will honor the rights of a lienholder or lessor to obtain some, or all of the refund based on 3a, 3b, 3c and 3d above. At our discretion, WE may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and YOU as joint payees, or, if YOU provide us with proof of clear title, to YOU as sole payee. In the event of a repossession, charge off, or total loss, your rights to cancel the Contract transfer to the lienholder or lessor if the Contract was financed with your COVERED VEHICLE and any refund due, based on 3a, 3b and 3d, above, will be paid directly to the lienholder or lessor as sole payee.
- 5. If YOU do not receive a refund or refund credit to your loan or lease within thirty (30) days of the effective date of your cancellation, please notify the ADMINISTRATOR.

SECTION 6 - WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT

This Vehicle Service Contract will cover the parts listed below based on the coverage level YOU purchased. Only those parts specifically listed below are covered. Refer to the **DECLARATIONS PAGE** to determine which coverage group(s) apply to **YOUR COVERED VEHICLE**. Items listed in **SECTION 7 - 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 if damage is caused by **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 coverage is included for covered components on Vehicles with less than one hundred twenty-five thousand (125,000) miles at the **CONTRACT PURCHASE DATE**. Minor loss of fluid or seepage is considered normal and is not considered a **FAILURE**.

II. PREMIER 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. **Electrical Group:** Alternator, starter motor, front and rear wiper motors, voltage regulator, distributor, solenoids, manually operated switches, electronic level control compressor including its sensor and limiter valve, electronic fuel injection sensors and injectors, electronic ignition module, ignition coils, power window motors/regulators, rear window heating elements, power mirror motors, power seat motors, and power lock actuators.
- C. **Enhanced Electrical:** Coverage is provided for the following factory installed devices: Global positioning system (GPS), instrument cluster, infrared systems, cruise control servo, proximity pass key and sensor, power antenna motor, 4WD encoder motor.
- D. **Air Conditioning Group:** Compressor, condenser, evaporator, a/c clutch & coil, expansion valve, receiver drier, blower motor, and heater control valve.

III. SUPREME COVERAGE

All POWERTRAIN and PREMIER COVERAGE as listed above, plus:

- A. **Brake Group:** Master cylinder, power brake cylinder, vacuum assist booster, hydro boost, disc brake caliper, wheel cylinders and 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.
- B. **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.
- C. **Cooling Group:** Engine cooling fan and motor, fan clutch, serpentine belt tensioner, radiator, heater core, water pump, and thermostat.

IV. SUPREME PLUS COVERAGE

This Vehicle Service Contract will cover approved repairs to any **FAILURE** of the parts of the **COVERED VEHICLE**, except for those items listed in **SECTION 7 - WHAT IS NOT COVERED**.

- A. **Hybrid Drive Battery/Electric Drive Battery/High Voltage Battery:** If **YOUR** Vehicle has been marked on **YOUR DECLARATIONS PAGE** as a Green Vehicle, coverage is provided in the event of a **FAILURE** to the Hybrid Drive Battery, Electric Drive Battery, or High Voltage Battery. Replacement may be made with a battery of like kind and quality with an energy capacity (kWh storage) level at or above that of the original battery prior to the **FAILURE**. The amount of energy that these batteries can store will decrease with time and miles driven. An inspection may be needed prior to repair or replacement, to determine if the battery energy capacity (kWh storage) is within the proper limit, given the age and mileage of the vehicle.

V. SURCHARGES and OPTIONAL COVERAGE

- A. **Business Use:** Coverage is provided if the Business Use surcharge has been selected and 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 vehicle owned by religious/charitable organizations. Business Use vehicles are not eligible for terms greater than one hundred thousand (100,000) miles.
- B. **Lift Kit/Tire Modifications:** Coverage is provided if the surcharge has been selected and paid at the time of sale of this Vehicle Service Contract as specified on **YOUR DECLARATIONS PAGE**. Any **FAILURE** resulting from a professionally installed lift kit or tire modification (up to four (4) inches), to an originally installed manufacturer component will be covered. This surcharge is only available if the **COVERED VEHICLE** is equipped with Lift Kit/Tire Modifications at the time of purchase of this Vehicle Service Contract. Lift Kit/Tire Modifications above four (4) inches and terms greater than one hundred thousand (100,000) miles are not covered.
- C. **WARRANTY REMAINING:** If the **WARRANTY REMAINING** option is selected and paid as indicated on **YOUR DECLARATIONS PAGE**, coverage begins thirty (30) days and one thousand (1,000) miles after 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.
- D. **No WAITING PERIOD:** If the **No WAITING PERIOD** option is selected and paid as indicated on **YOUR DECLARATIONS PAGE**, the **WAITING PERIOD** does not apply.

VI. ROADSIDE ASSISTANCE (included with all coverages)

In order to obtain the additional benefits listed below, please call 1-866-332-7575.

- A. **Towing:** In the event the COVERED VEHICLE becomes disabled due to a FAILURE which renders the COVERED VEHICLE inoperable, WE will arrange to have the Vehicle transported, one (1) 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.
- B. **Flat Tire Change:** In the event of a flat tire on the 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.
- C. **Emergency Gas 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 COVERED VEHICLE. YOU are responsible for the cost of the emergency supply of gas at the time of delivery. (Compressed Natural Gas (CNG) vehicles excluded)
- D. **Battery Jump Service:** In the event the COVERED 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.
- E. **Key Lockout Service:** In the event the keys for the COVERED VEHICLE are lost, broken or accidentally locked in the COVERED VEHICLE, WE will arrange for a service provider to unlock the COVERED VEHICLE and WE 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.

VII. ADDITIONAL BENEFITS (included with all coverages)

- A. **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 COVERED 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 COVERED 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, and 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.
- B. **ALTERNATE TRANSPORTATION:** The ADMINISTRATOR will reimburse the SERVICE CONTRACT HOLDER for alternate transportation such as Uber or Lyft according to the guidelines listed above under Rental Car. Valid alternate transportation receipts which correspond with the date of covered repairs must be provided to the ADMINISTRATOR.
- C. **TRIP INTERRUPTION:** In the event of a FAILURE of the COVERED VEHICLE during the term of this policy, YOU will be reimbursed up to one hundred dollars (\$100.00) per day for up to three (3) days for meals and lodging when the FAILURE occurs more than one hundred fifty (150) miles from YOUR residence. Benefits are per FAILURE and YOU must remain overnight for YOUR lodging and meals between the date of the FAILURE and the date the repairs are completed. YOU must provide to US valid lodging and meal receipts in order to be reimbursed.

SECTION 7 - 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 COVERED VEHICLE that were not operating properly in accordance with manufacturer's specifications at the time of the 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 COVERED 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, vehicles lifted above four (4) 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 COVERED 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 caused by (a) failure to service the COVERED 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 COVERED VEHICLE or failure to use reasonable means to protect YOUR COVERED 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, BUT NOT LIMITED TO GAUGES, WARNING LIGHTS, OR AUDIBLE WARNING SOUNDS.
- G. Any vehicle used for any form of competitive driving, racing or abusive driving.
- H. Any COVERED VEHICLE used for pulling a trailer with a gross vehicle weight in excess of one thousand five hundred (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, Tire Pressure Monitors/Sensors, Television/VCR, DVD Players, Satellite Radio, Electronic Device Software, LCD Screens, Wireless Transmitting Devices.
- 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 (including catalytic converter), filters, 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, serpentine/drive belt, 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, i.e.d. assemblies, light bulbs, lenses, wheels, tires, trim, moldings, bright metal, upholstery, paint, exhaust system (excluding cracked or warped exhaust manifold), brake rotors and drums, batteries (excluding Hybrid/Electric/High Voltage Battery), 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, electric shock/short, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, hail, water, flood, foreign debris, freezing, malicious mischief, vandalism, war, riot or civil commotion, labor strikes, or other causes beyond the control of the OBLIGOR.
- O. Incidental or consequential damages, such as loss of time, inconvenience, storage fees, or loss of use of the COVERED 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 COVERED 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 SUPREME PLUS 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. Damage to a non-covered part, regardless of the cause of failure, including damage resulting from a mechanical breakdown or FAILURE of a covered part.
- X. Damages for bad faith, punitive or exemplary damages, property damage (except as specifically stated in the Vehicle Service Contract), and attorney fees.
- Y. Any vehicle not originally manufactured to U.S. specifications or with branded 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.
- Z. 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.
- AA. 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 NADA retail value of the COVERED VEHICLE at time of current repair, or five thousand dollars (\$5000), whichever is greater.
- BB. Authorized covered repairs that have not been submitted to the ADMINISTRATOR within one hundred eighty (180) days from date of completed repairs.
- CC. FAILURE caused by over or undercharging of Hybrid Drive Battery/High Voltage Battery, including allowing the battery to stay drained beyond manufacturer recommendations or allowing the vehicle to remain idle for more than thirty (30) days. Battery core charges.
- DD. Mechanical breakdown caused by or due to the FAILURE of nuts, bolts, or fasteners (internal and/or external) (NOT APPLICABLE TO SUPREME PLUS COVERAGE).
- EE. Parts not expressly listed in SECTION 6 - WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT, are not covered (NOT APPLICABLE TO SUPREME PLUS COVERAGE).
- FF. Any CLAIMS submitted to the ADMINISTRATOR during the WAITING PERIOD.

SECTION 8 - ARBITRATION PROVISION

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO GO TO COURT. THIS PROVISION DOES NOT APPLY TO A COVERED BORROWER AS DEFINED BY FEDERAL MILITARY LENDING ACT REGULATIONS.

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or **CLAIM** arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. **YOU** and **WE** acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement, and proceedings pursuant to this Contract's arbitration provisions.

1. In no event will **YOU** have the right to file or participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.
2. Subject to the preceding paragraph, **YOU** and **WE** consent to have arbitration under this Contract joined with any other arbitration between **YOU**, on the one hand, and us, our agent, our administrator and/or the insurer backing **OUR** obligations under this Contract, on the other hand, to the extent the disputes are related, and joinder is reasonably feasible. The combined arbitration will be governed by this Contract's arbitration provisions unless that is not practical. In that case, it will be governed by the other arbitration provisions.
3. If the AAA is not available to administer this Contract's arbitration, **WE** will select another generally recognized arbitration administrator, reasonably acceptable to **YOU**. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Contract.
4. If **YOU** dispute a **CLAIM** determination under this Contract, **YOU** must initiate arbitration or, when applicable, a court proceeding within sixty (60) calendar days following the determination. If **YOU** have exercised **YOUR** right to seek satisfaction from an insurer backing our obligations under this Contract, the sixty (60) days will be measured from the insurer's determination. **YOUR** failure to meet this requirement will deny **YOU** the right to dispute the determination. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than two (2) years after this Contract has expired.
5. These **PROVISIONS** will survive the termination of this Contract and apply to cover any controversy, **CLAIM**, or dispute **YOU** may have with an insurer backing **OUR** obligations under this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO A DISPUTE WILL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.