

# TERMS AND CONDITIONS

## I. DEFINITIONS

This **Contract** contains words and phrases that have particular meaning and appear throughout this **Contract**. **These terms appear in bold face type.** Their meanings are listed below.

**Actual Cash Value or ACV:** Means the "average trade-in" value for the **Vehicle**, adjusted for mileage as shown in the then-current NADA Official Used Car Guide.

**Administrator:** Refers to National Administrative Service Co., LLC, 5500 Frantz Road, Suite 100, Dublin, OH 43017, (877) 356-1500.

**Breakdown:** Means the inability or failure of a **Covered Part** to perform the function for which it was intended by the manufacturer, as a result of the normal use of **Your Vehicle**.

**Contract or Service Contract:** Refers to this **Service Contract** that **You** have purchased from the **Seller** to protect **Your Vehicle**.

**Covered Part(s):** Refers to all parts listed as covered under **Section II. SCHEDULE OF COVERAGE**.

**Declaration Page:** Means the document which must be attached to and forms part of this **Service Contract**. It lists information regarding **You, Your Vehicle**, coverage selected and other vital information.

**Deductible:** Refers to the amount **You** must pay per repair visit in the event of a **Breakdown**. This **Contract** has a one hundred dollar (\$100) standard **Deductible**, or a fifty dollar (\$50) **Deductible** option available for an additional surcharge (selection is required upon **Contract** purchase and may not be changed later). If no selection is made, a one hundred dollar (\$100) **Deductible** applies.

**Lienholder:** Refers to the financial institution that provided financing for the purchase of this **Contract**, if applicable.

**Light Commercial Use:** Refers to vehicles that are used for delivery, route work, service or repair work not involving regular multiple drivers, weight or towing in excess of the manufacturer's recommendations. Vehicles with regular multiple drivers or used for rental, taxi, limousine or shuttle services, commercial towing, road repair operations, construction, job site activities, hauling, police or emergency service, principally off-road use, racing or competitive driving, snow removal or landscape use are not eligible for coverage.

**Named Component Coverage:** Refers to the coverage afforded by this **Contract**. Only the parts and/or components specifically listed under **Section II. SCHEDULE OF COVERAGE** are covered.

**Repair Facility:** Refers to the **Repair Facility** that is, has or will be performing repairs to **Your Vehicle**. Such facility must be licensed and/or approved by the state to perform automotive repairs. Such facility must have a tax identification number where required and be capable of performing the needed repairs to **Your Vehicle**.

**Seller:** Refers to the entity from whom **You** purchased this **Contract**.

**Vehicle:** Refers to the **Vehicle** covered by this **Contract** as described in the Vehicle Information section of the **Declaration Page**.

**We, Us, Our or Provider:** Refers to the entity obligated to perform under this **Contract** as identified on the **Declaration Page**.

**You, Your or Contract Purchaser:** Refers to the purchaser shown on the **Declaration Page** or the person to whom this contract was properly transferred.

## II. SCHEDULE OF COVERAGE

### CAR GUARD SELECT ELITE COVERAGE

#### WHAT IS COVERED

We will pay or reimburse You for reasonable costs to repair or replace any **Breakdown** of a mechanical or electrical part listed below, less any **Deductible(s)** You are required to pay. Coverage is limited to the parts listed below. **Reimbursement amounts for replacement parts or components may be based on new, non-OEM, remanufactured or used parts at Our sole discretion.**

1. **Engine:** Engine block and cylinder heads (only if damaged by the failure of a part covered under this **Named Component Coverage**), and all internally lubricated parts; harmonic balancer; timing gears; timing chain and belt; turbocharger or supercharger (only original OEM equipment qualifies for coverage). **NOTE:** Seals and gaskets are only covered in conjunction with the repair of parts or components covered under the terms of this **Named Component Coverage** only. If a **Breakdown** results from a seal or gasket, no coverage is afforded.
2. **Cooling System:** Water pump; cooling fan; cooling fan motor; cooling fan clutch.
3. **Transmission:** Transmission case (only if damaged by the failure of a part covered under this **Named Component Coverage**), and all internally lubricated parts (automatic or standard); torque converter; vacuum modulator; flywheel/flex plate. **NOTE:** Seals and gaskets are only covered in conjunction with the repair of parts or components covered under the terms of this **Named Component Coverage** only. If a **Breakdown** results from a seal or gasket, no coverage is afforded.
4. **Drive Axle(s):** Drive axle housing (only if damaged by the failure of a part covered under this **Named Component Coverage**), and all internally lubricated parts; locking hubs; drive shafts; universal joints; constant velocity joints (except when damaged as a result of a neglected, loose, torn, cracked, perforated or missing CV boot). **NOTE:** Seals and gaskets are covered in conjunction with the repair of parts or components covered under the terms of this **Named Component Coverage** only. If a **Breakdown** results from a seal or gasket, no coverage is afforded.
5. **Transfer Case:** Transfer case (only if damaged by the failure of a part covered under this **Named Component Coverage**), and all internally lubricated parts. **NOTE:** Seals and gaskets are only covered in conjunction with the repair of parts or components covered under the terms of this **Named Component Coverage** only. If a **Breakdown** results from a seal or gasket, no coverage is afforded.
6. **Air Conditioning & Heating:** AC compressor, compressor clutch; condenser; evaporator; blower motor; accumulator; expansion valve; dryer; condenser fan; condenser fan motor. **NOTE:** If covered costs to repair an R-12 system exceed the cost to convert to an R-134a system, the system will be converted to use R-134a refrigerant.
7. **Electrical:** Alternator or generator (as equipped); starter solenoid; starter motor; starter drive; horn; windshield wiper motors; windshield washer pump; power antenna motor; power window motors; power door lock actuators; power trunk release; all manually operated switches.
8. **Fuel System:** Fuel delivery pump; fuel injection pump; metal fuel lines; fuel pressure regulator; fuel sending unit; fuel gauge.

#### ADDITIONAL BENEFITS

The following benefits are not subject to a **Deductible**:

**Rental Reimbursement:** If Your Vehicle experiences a **Breakdown** covered by this **Contract**, You may qualify for rental car reimbursement. To qualify for rental reimbursement the authorized labor time must exceed eight (8) hours. If You qualify, We will pay up to forty dollars (\$40) per day for every eight (8) hours or portion thereof of approved labor time to complete the covered repair with a five (5) day maximum, not to exceed two hundred dollars (\$200) per

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION. CLAIMS (877) 356-1500**

occurrence. The first eight (8) hours of labor time for any covered repair does not qualify for reimbursement. The rental vehicle must be rented from a licensed auto rental agency. Rental car reimbursement will not continue beyond the day that repairs are completed. In addition, a maximum of two (2) additional days of rental coverage is available for **Vehicle** inspection requested by the **Administrator**. This coverage does not apply to service or parts delays or other time delays beyond **Our** control or that of the **Repair Facility**.

**Trip Interruption (Available Only Where Allowed By Law):** If **You** experience a **Breakdown** which occurs more than one hundred (100) miles from **Your** home and results in a **Repair Facility** keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted motel and meal expenses not to exceed seventy five (\$75) per day for up to three (3) days.

**24 Hour Emergency Roadside Assistance:** This **Contract** includes a 24-Hour Emergency Roadside Assistance benefit. Roadside assistance services are available every day of the year throughout the US and Canada. In the event **Your Vehicle** is disabled, the road service processing center will dispatch a service vehicle to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive up to twenty-five (25) miles of towing at no cost, any additional charges will be **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call **(866) 994-4667**. **You** will be required to give the representative assisting **You** the following information: **Your Service Contract** number (located on the front right hand corner of the **Declaration Page**).

**You** are entitled to one (1) service per seventy-two (72) hours. Services available to **You** are:

- Towing of up to 25 miles at no cost;
- Battery jumpstart;
- Flat tire change;
- Fuel delivery (**You** are responsible for the actual cost of the delivered materials); and
- Lockout assistance (passenger compartment only)

**MANDATORY SURCHARGES:** If **Your Vehicle** is defined as a **Light Commercial Use Vehicle**, a surcharge applies. See **Section I. DEFINITIONS** for an explanation of eligible vehicles. **Vehicles** used for heavy commercial use are ineligible for coverage (see **Section IV. WHAT IS NOT COVERED**, Item M.).

### **III. GENERAL PROVISIONS**

#### **A. CONTRACT TERM**

This **Contract** shall be in effect as of the date the **Contract** is purchased from the **Seller** provided this **Contract** is accepted by **Us**, and shall continue in effect until terminated, cancelled, voided (except in Arizona), or until expiration of the time and mileage limitations identified on the **Declaration Page** of this **Contract**.

**ALL PLANS REQUIRE A WAITING PERIOD BEFORE COVERAGE BEGINS. THE WAITING PERIOD IS THIRTY (30) DAYS AND ONE THOUSAND (1,000) MILES, OR SIXTY (60) DAYS AND FIVE HUNDRED (500) MILES, WHICHEVER OCCURS FIRST. ANY BREAKDOWN WHICH OCCURS DURING THE WAITING PERIOD WILL NOT BE COVERED.**

The **Contract** term in months begins on the date of **Contract** sale and mileage is measured from the **Vehicle's** odometer reading on the date of **Contract** purchase.

**We** reserve the right to refuse, cancel, terminate or void any **Contract** which does not meet **Our** underwriting guidelines (except in Arizona), is submitted with insufficient payment, or if **You** make a material misrepresentation in obtaining this **Contract** or in the submission of a claim.

## **B. LIMIT OF LIABILITY**

The total dollar value of all benefits paid or payable under this **Contract** shall not exceed the lesser of **Actual Cash Value** of the **Vehicle** at the time of a **Breakdown** or ten thousand dollars (\$10,000).

Once the limit of liability has been reached, this **Contract**, as well as its transfer and cancellation rights terminate and no further claims can be made against **Us**. **We** shall not be responsible for lost time, wages, loss of use or any other consequential or incidental damages. These limitations and exclusions of liability apply only to the extent allowed by law.

## **C. OTHER SERVICE CONTRACTS, WARRANTIES, OR INSURANCE POLICIES**

The term of this **Contract** may include all or a portion of the term of the manufacturer's warranty issued to the original purchaser of the **Vehicle**. Coverage under this **Contract** is secondary to, and does not replace, the manufacturer's warranty, but may provide certain additional benefits during the term of the manufacturer's warranty. If more than one service contract, warranty or insurance policy can be applied to a **Breakdown**, coverage under this **Contract** shall be excess over all other coverage, whether valid or collectible, except for benefits that may be applicable under **Section II. SCHEDULE OF COVERAGE** of this **Contract**.

## **D. OUR OBLIGATIONS**

If **You** experience a **Breakdown** during the term of this **Contract** within the United States or Canada, the **Administrator** will pay **You** or the **Repair Facility** for the repair or replacement of the **Covered Part(s)** as described in this **Contract**, provided **You** have met **Your** obligations as stated in this **Contract** (see **Section VI. CONTRACT PURCHASER'S RESPONSIBILITIES**, **Item B. WHAT TO DO IN THE EVENT OF A BREAKDOWN** and **Item A. CONTRACT PURCHASER'S OBLIGATIONS**) and if the repair is not excluded under **Section IV. WHAT IS NOT COVERED**. Replacement parts will be of like kind and quality and may include the use of new, remanufactured, rebuilt or serviceable used parts at the sole discretion of the **Administrator**. Labor time for any repair shall be based on the then- current All-Data, Motors, Mitchell and Mitchell On-Demand labor guides and labor rates shall be within accepted industry standards at the sole discretion of the **Administrator**.

**Our** obligations under this **Contract** are insured by a contractual liability insurance policy issued by ANV Syndicates Limited, Lloyd's Underwriting Syndicate Number 5820, 47 Mark Lane, London EC3R 7QQ, United Kingdom, (888) 705-8941. If any valid claim is not paid within sixty (60) days after proof of loss has been filed with **Us**, **You** may make a direct claim against the Insurer.

## **IV. WHAT IS NOT COVERED**

THE FOLLOWING IS A LIST OF ITEMS NOT COVERED UNDER THIS CONTRACT:

- A. ANY FAILURE OF A PART OR COMPONENT OF YOUR VEHICLE PROVEN TO BE CAUSED BY A CONDITION THAT EXISTED AT OR IMMEDIATELY PRIOR TO THE PURCHASE DATE OF THIS CONTRACT (PRE-EXISTING CONDITION) (EXCEPT IN ARIZONA), OR DURING ANY WAITING PERIOD AS STATED IN SECTION III. GENERAL PROVISIONS ITEM A. CONTRACT TERM, IF APPLICABLE.**
- B. NORMAL MAINTENANCE PARTS AND SERVICES RECOMMENDED OR REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.**
- C. OTHER PARTS AND SERVICES WHICH MAY BE NECESSARY FOR PROPER MAINTENANCE OF YOUR VEHICLE, INCLUDING BUT NOT LIMITED TO: ENGINE TUNE UPS; SUSPENSION ALIGNMENT; WHEEL/TIRE BALANCING; WHEEL/TIRE ALIGNMENT; DRIVE BELTS; VACUUM, HEATER AND RADIATOR HOSES; SPARK/GLOW PLUGS; MANUAL CLUTCH DISC; PRESSURE PLATE; THROW OUT BEARING; BRAKE PADS, LININGS & SHOES; FILTERS; WIPER ARMS; WIPER BLADES. OIL & OIL FILTER, LUBRICANTS, FILTERS, REFRIGERANTS, COOLANTS, OR FASTENERS ARE NOT**

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION. CLAIMS (877) 356-1500**

COVERED UNLESS REQUIRED IN CONNECTION WITH REPAIR OR REPLACEMENT OF COVERED PARTS UNDER THE TERMS OF THIS CONTRACT.

- D. AIR BAGS; AIR LEAKS; ANTI-THEFT SYSTEMS; BACK-UP CAMERA & MONITOR; BATTERY CABLES; BRAKE DRUMS; BRAKE ROTORS; BRIGHT METAL; BODY PANELS; BUMPERS; CARBURETORS; CARPET; CD/CASSETTE PLAYERS AND SPEAKERS; CATALYTIC CONVERTER; CELLULAR PHONES; CIRCUIT BREAKERS; CONVERTIBLE TOP; CORROSION; DOOR KEY; ELECTRONIC TRANSMITTING/RECEIVING DEVICES & SYSTEMS; EXHAUST SYSTEM; FUEL TANK CAP; FUSES; GLASS; GPS/NAVIGATION SYSTEMS; HUD SYSTEMS; HYBRID BATTERY PACKS; IGNITION KEY; IGNITION WIRES; INFRARED/NIGHT VISION SYSTEMS; LEDs; LENSES; LIGHT BULBS; MOLDING; PAINT; PASSIVE RESTRAINT SYSTEM; PERIMETER WARNING SYSTEMS; PHYSICAL DAMAGE; PROJECTION SYSTEMS; RUST DAMAGE OR FAILURES CAUSED BY RUST; SEALED BEAMS; SEATBELT SYSTEMS; SHEET METAL; SHOCK ABSORBERS; SQUEAKS/RATTLES; SUPPLEMENTAL RESTRAINT SYSTEM; TIRES; TRIM; UPHOLSTERY; VACUUM LINES & HOSES; VIDEO SYSTEMS; VINYL TOP; WATER LEAKS; WEATHER STRIPPING; WHEELS; RIMS AND WHEEL COVERS.
- E. VEHICLES FOR WHICH THE MANUFACTURER HAS "BRANDED" THE TITLE (CANCELED THE FACTORY WARRANTY). ANY VEHICLE FOR WHICH THE STATE OR OTHER CONTROLLING GOVERNMENT BODY HAS "BRANDED" THE TITLE DUE TO COLLISION, VANDALISM, FLOOD DAMAGE, INSURANCE CLAIM, ETC. (EXCEPT IN ARIZONA).
- F. VEHICLES DESIGNATED FOR LIGHT COMMERCIAL USE (UNLESS THE APPLICABLE SURCHARGE HAS BEEN SELECTED, PAID FOR AND NOTED ON THE DECLARATION PAGE OF THIS CONTRACT AT THE TIME OF CONTRACT PURCHASE). VEHICLES USED IN COMPETITIVE RACING OR DRIVING OR USED FOR TAXI SERVICE, LIVERY, SHUTTLE, EMERGENCY, COMMERCIAL (OTHER THAN LIGHT COMMERCIAL USE), TOWING OR RENTAL ARE NOT COVERED UNDER THIS CONTRACT.
- G. ANY FAILURE WHICH OCCURS AS A RESULT OF NON-STANDARD OR HIGH-PERFORMANCE PARTS OR EQUIPMENT OR IF ALTERATIONS NOT MEETING MANUFACTURER'S SPECIFICATIONS HAVE BEEN MADE TO THE VEHICLE. ANY FAILURE RESULTING FROM THE USE OF ATTACHMENTS OR EQUIPMENT (INCLUDING LIFT KITS); OVERSIZED OR UNDERSIZED TIRES OR WHEELS MORE THAN A NINE PERCENT (9%) DEVIATION FROM MANUFACTURER'S STANDARD; INSTALLED AFTER THE EFFECTIVE DATE OF THIS CONTRACT OR IF THE VEHICLE IS FITTED WITH SNOWPLOW EQUIPMENT OR USED FOR PLOWING SNOW.
- H. ANY PART OR REPAIR WHICH IS COVERED BY INSURANCE, A REPAIRER'S GUARANTEE/WARRANTY, OR FOR WHICH A MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS WHETHER OR NOT THE MANUFACTURER WILL PAY FOR THE REPAIR.
- I. COVERED PARTS WHICH THE REPAIR FACILITY MAY RECOMMEND REPLACING BUT WHICH HAVE NOT EXPERIENCED A BREAKDOWN AS DEFINED IN SECTION I. DEFINITIONS OF THIS CONTRACT. ALSO, UPDATED OR IMPROVED PARTS WHERE A BREAKDOWN HAS NOT OCCURRED.
- J. ANY VEHICLE IN WHICH THE ODOMETER HAS BEEN TAMPED WITH, ALTERED, DISCONNECTED, OR NOT MAINTAINED IN WORKING ORDER. YOU MAY BE REQUIRED TO PROVIDE PROOF OF ODOMETER READING OR OTHER DOCUMENTATION TO RESTORE COVERAGE IN THE EVENT OF ODOMETER FAILURE.
- K. A GRADUAL REDUCTION IN OPERATING PERFORMANCE WHERE A BREAKDOWN HAS NOT OCCURRED INCLUDING, BUT NOT LIMITED TO, VALVE AND RING REPAIRS DESIGNED TO IMPROVE ENGINE COMPRESSION OR REDUCE OIL CONSUMPTION (WEAR AND TEAR). THIS CONTRACT DOES NOT UNDER ANY CIRCUMSTANCES COVER STUCK, CARBONED OR BURNED VALVES OR RINGS, OR DAMAGE TO ANY PART OR COMPONENT OF YOUR VEHICLE FROM DETONATION, LEAN BURN, PRE-IGNITION, FLUID CONTAMINATION,

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION. CLAIMS (877) 356-1500**

WATER INTRUSION, ELECTROLYSIS, CORROSION, OVERHEATING, SLUDGE AND LACK OF OR IMPROPER FLUIDS, LUBRICANTS OR COOLANTS.

- L. A FAILURE OR DAMAGE CAUSED BY THE CONTRACT PURCHASER'S NEGLIGENCE, MISUSE, IMPROPER SERVICING, OR FAILURE TO HAVE THE VEHICLE MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR THE VEHICLE. DAMAGE CAUSED BY THE CONTRACT PURCHASER'S CONTINUED OPERATION OF THE VEHICLE AFTER A FAILURE OCCURS.
- M. VEHICLES THAT USE ALTERNATIVE FUELS SUCH AS ELECTRICITY (UNLESS A HYBRID VEHICLE), LIQUID PROPANE GAS, COMPRESSED NATURAL GAS AND METHANOL.
- N. DAMAGE TO A COVERED PART CAUSED BY THE FAILURE OF A NON-COVERED PART OR COMPONENT. DAMAGE TO A NON-COVERED PART CAUSED BY THE FAILURE OF A COVERED PART.
- O. ACCIDENTAL LOSS OR DAMAGE, COLLISION OR UPSET, VANDALISM, FALLING MISSILES OR OBJECTS, FIRE, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKE, WIND STORM, HAIL, WATER FLOOD, FREEZING, MALICIOUS MISCHIEF, RIOT OR CIVIL COMMOTION. LOSSES RESULTING FROM DELAYS OR FAILURES CAUSED BY ACTS OF GOD, LABOR STRIKES, CAUSES BEYOND THE CONTROL OF THE ADMINISTRATOR OR REPAIR FACILITY, LOSS OF TIME, INCONVENIENCE, LOSS OF THE USE OF THE VEHICLE, DIMINUTION IN VALUE RESULTING FROM THE FAILURE OF A COVERED OR NON-COVERED PART.
- P. ANY VEHICLE USED TO PULL A TRAILER WITH A GROSS WEIGHT IN EXCESS OF 1,000 POUNDS UNLESS THE VEHICLE IS EQUIPPED WITH A FACTORY TOW PACKAGE. ANY VEHICLE EQUIPPED WITH A FACTORY TOW PACKAGE IN WHICH YOU EXCEED THE TOWING LIMITS SET BY THE MANUFACTURER.
- Q. SHOP SUPPLIES, MATERIALS CHARGES, HAZARDOUS WASTE CHARGES, STORAGE CHARGES OR MISCELLANEOUS CHARGES.R. FAILURE TO ANY COVERED PART(S) CAUSED BY ANY OUTSIDE INFLUENCE OR PHYSICAL DAMAGE, INCLUDING BENT PARTS.

## V. GENERAL

### A. CANCELLATION OF THIS CONTRACT

1. You may cancel this **Contract** at any time by:
  - a. Contacting the **Seller** to complete and sign a cancellation form; or
  - b. Mailing written notice to the **Seller** of **Your** desire to cancel the **Contract**.

In either instance above, the request to cancel must be accompanied by a notarized affidavit indicating the odometer reading at the date of the request. The request for cancellation must be made to the **Seller** no later than forty-five (45) days of the date that the cancellation is to become effective.

2. If no claim has been made under this **Contract**, **You** may return this **Contract** within the first thirty (30) days. The **Contract** will be void and **We** will refund to **You** the full amount of money paid by **You**. This right to void the **Contract** is not transferable and applies only to the original **Contract Purchaser**.
3. If **You** cancel this **Contract** after the first thirty (30) days or anytime after a claim has been authorized or paid, **We** will refund an amount of the **Contract** price according to the pro-rata method which reflects the greater of the days in force or the miles driven based on the term of the coverage selected and the date coverage began, less any claims paid on the **Contract** where applicable by law (In the event of a cancellation due to repossession only, claims payment shall not be deducted from any cancellation refund due). An administrative fee of fifty dollars (\$50) will be deducted from the cancellation refund.

4. After this **Contract** has been in force for more than thirty (30) days. **We** may cancel this **Contract** only for:
  - a. Non-payment of the **Contract** price;
  - b. Intentional misrepresentation in obtaining the **Contract**;
  - c. Intentional misrepresentation in the submission of a claim; or
  - d. Discovery of an act or omission by **You** or a violation of any of the condition of this **Contract** which occurs after the purchase date of this **Contract** and which substantially and materially increases the service required under this **Contract**.
5. **We** may cancel this **Contract** by mailing written notice to **You** at **Your** last known address at least ten (10) days prior to the effective date of cancellation with the reason for the cancellation in the notice.
6. **Your Contract** may be cancelled for non-payment of the **Contract** price or if **Your Vehicle** is declared a total loss or repossessed.
7. If **Your Contract** was financed and **You** or **We** cancel this **Contract**, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.
8. If **You** or **We** have cancelled this **Contract** and **You** have not received a refund from **Us** within thirty (30) days of such cancellation, **You** may make a claim with the insurance company identified herein.

#### **B. HOW THIS CONTRACT MAY BE TRANSFERRED**

This **Contract** applies only to **You** and the **Vehicle** listed on the **Declaration Page**. This **Contract** may be transferred one time only, at **Your** request, to the next owner (private party) of the **Vehicle** while the **Contract** is still in force.

1. This **Contract** may be transferred by providing the **Administrator** with the following information within thirty (30) days of transfer of ownership:
  - A completed transfer application form signed by **You** and the purchaser of **Your Vehicle**. Call the **Administrator** to obtain a copy of the transfer application form;
  - Copies of all of **Your** maintenance and service receipts for the **Vehicle** as required in **Section IV. CONTRACT PURCHASER'S RESPONSIBILITIES**; and
  - A seventy-five dollar (\$75) transfer fee made payable to the **Administrator**.
2. If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of the **Contract** will be valid only if the manufacturer's warranty is also transferable and the **Contract** is properly transferred.
3. Failure or inability to provide valid and complete maintenance and service records will result in transfer denial.

### **VI. CONTRACT PURCHASER'S RESPONSIBILITIES**

#### **A. CONTRACT PURCHASER'S OBLIGATIONS**

You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual for Your Vehicle. **NOTE:** Your Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions. If You do not have an Owner's Manual, You must change Your Vehicle's engine oil and filter at three thousand five hundred (3,500) mile intervals. Failure to follow the manufacturer's recommendations or these guidelines will result in denial of coverage.

If applicable, replace the engine timing belt at the intervals specified by the Vehicle's manufacturer.

- A. It is required that verifiable receipts are retained for the service work. Or, if You perform Your own service, You must retain verifiable receipts showing purchases of all required parts and materials necessary to perform the required maintenance and a log showing the date and mileage when the services were performed. A self-maintained log without corresponding purchase receipts is not acceptable proof of maintenance.
- B. **WHAT TO DO IN THE EVENT OF A BREAKDOWN**

If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

- **Prevent further damage** – Take immediate action to prevent further damage. This Contract will not cover the damage caused by not securing a timely repair of the failed component.
- **Take Your Vehicle to a Licensed Repair Facility** – If Your Vehicle breaks down you may take Your Vehicle to any Licensed Repair Facility.
- **Provide Evidence of Coverage** – Provide the Repair Facility with a copy of Your Contract and/or Your Contract number.
- **Obtain Claim Payment Authorization From the Administrator** – Prior to any repair being made, instruct the service manager at the Repair Facility to contact the Administrator to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered. We can be contacted Monday through Friday, 8:00 a.m. to 6:00 p.m. Eastern Standard Time at (877) 356-1500. We can also be contacted Monday through Friday, 8:00 a.m. to 6:00 p.m. Eastern Standard Time via fax at (614) 652-3640.

The amount authorized by the Administrator is the maximum amount that will be paid for any repairs covered under the terms of this Contract. Any additional amount must receive prior approval from the Administrator.

**Emergency Repairs (Non-Business Hours Only)** – After the Licensed Repair Facility has diagnosed the problem, please have Your Contract number available and call the emergency number: (614) 726-3150 or call toll free (888) 705-8943.

- **Authorize Tear-Down and/or Inspection** – In some cases, You may need to authorize the 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.
- **Review Coverage** – After the Administrator has been contacted, review with the service manager what will be covered by this Contract.
- **Pay Any Applicable Deductible** – At Our election, We will reimburse the Repair Facility or You the usual and fair charges for repairs performed on Your Vehicle that are covered by this Contract and previously authorized, less any applicable Deductible as shown on the Registration Page.
- **Submit the Repair Facility's Completed Repair Order Form Within Thirty (30) Days** – Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for reimbursement.

**NOTE:** Any claims made after the expiration date or after the expiration mileage of this Contract will be denied without regard to the date of the failure.



## VII. ARBITRATION

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

As used in this Provision, "**You**" and "**Your**" mean the person or persons named in this **Service Contract** and all of his/her heirs, survivors, assigns and representatives. "**We**" and "**Us**" shall mean the **Provider** identified on the **Declaration Page** and shall be deemed to include all of its agents.

Any and all CLAIMS, disputes, or controversies of any nature whatsoever (whether in **Contract**, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable CLAIMS) arising out of, relating to, or in connection with (1) this **Service Contract** or any prior **Service Contract**, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire **Service Contract** ("CLAIM"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the CLAIM is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. **You** may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request **We** will advance to **You** either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether **You** or **We** will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by **Us** within the state in which this **Service Contract** was purchased. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be modified or construed to permit or mandate arbitration on behalf of a class of claimants or individuals other than **You**, or to apply to CLAIMS other than **Yours**. This Provision shall inure to the benefit of and be binding on **You** and **Us** and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this **Service Contract**.

**You** agree that any arbitration proceeding will only consider **Your** CLAIMS. CLAIMS by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **Your** CLAIMS. **You** and **We** understand and agree that because of this PROVISION neither **You** nor **We** will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.

## VIII. CLASS ACTION

Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. An arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

**THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.**

## **IX. SUBROGATION**

In the event that coverage is provided under this **Contract**, **We** shall be subrogated to all the rights **You** may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and **You** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. **You** shall do nothing to prejudice those rights. Further, all amounts recovered by **You** for which **You** have received benefits under this **Contract** shall belong to, and be paid to **Us**, up to the amount of benefits paid under this **Contract**.

## **X. RIGHT OF REMOVAL**

In the event of any dispute between **Us** and the **Licensed Repair Facility**, **We** shall have the right, with **Your** permission, to remove the **Vehicle** to a **Licensed Repair Facility** of **Our** choice.