

**WHAT IS COVERED**

Coverage is limited to the parts listed below for this *PowertrainPlus* plan. See *ADDITIONAL BENEFITS* to insure maximum coverage available to **You**.

**Engine:** all internally lubricated parts of the engine, including but not limited to pistons; piston rings; wrist pins; crankshaft and main bearings; connecting rods and rod bearings; camshaft and camshaft bearings; eccentric shaft; oil pump; push rods; rocker arms; rocker arm shafts; replaceable guides and seats; timing chain; timing gears; hydraulic lifters; intake and exhaust valves; and valve springs. Also engine torque strut; harmonic balancer; head gasket; serpentine belt; timing belt; timing cover; intake and exhaust manifolds; valve covers; flexplate or flywheel (only if not damaged by a manual clutch disc or other clutch component); oil pan; dipstick and tube; engine block; engine mounts and cushions; pulleys; cylinder heads.

**Turbo/Supercharger:** turbo or supercharger housing and all internally lubricated parts (only if damaged by the failure of a part covered under this **Named Component Coverage**). **Note:** Only original OEM equipment qualifies for coverage.

**Transmission:** all internally lubricated parts of manual or automatic transmissions, including but not limited to: gears; input & output shafts; bearings; oil pump; planetaries; pressure regulator valve; stator & stator shaft; sprags; separator plate; governor assembly; overdrive carrier; reaction carrier; center support; valve body; torque converter; parking lock actuator; dipstick & tube; vacuum modulator; internal linkage; transmission control unit. **Note:** transmission case, dipstick and filler tube, torque converter housing and overdrive housing are also covered only if damaged by the covered failure of any of the above listed parts.

**Drive Axle:** drive shaft; axle shaft(s); axle bearings; universal joints; constant velocity joints; ring & pinion gears; pinion bearings; supports; retainers; carrier assembly; side carrier bearings; thrust washers. **Note:** drive axle housing is covered only if damaged by the covered failure of any of the above listed parts.

**Cooling:** water pump; radiator; engine cooling fan motor; fan & fan clutch.

**Air Conditioning (Factory-Installed Front Only):** AC compressor, compressor clutch & pulley; condenser; evaporator; accumulator; coil; expansion valve; blower motor; serpentine belt tensioner; power module; idler pulley & bearing; ducts and outlet hoses; orifice tube; high/low cutoff switches; pressure cycling switch; receiver/dryer. **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. **Note:** Refrigerant is also covered only if the loss was due to the failure of a part covered under this **Named Component Coverage**. We will pay up to fifteen (15) dollars per pound for refrigerant.

**Fuel System:** fuel pump; fuel tank; fuel sending unit; diesel injection pump; fuel injectors; metal fuel lines; fuel pressure regulator; fuel gauge; air control valve; engine control module (ECM); fuel injection sensors.

**Electrical:** starter motor; alternator; voltage regulator; main battery; ignition module; ignition coil; distributor; starter solenoid; front & rear wiper motors; wiper module; washer pump and switch; power window motors; power seat motors, power door lock actuator; power antenna motor; power mirror motor; power trunk motor; rear spoiler motor; steering column motor; stepper motor; delays and pumps; cruise control transducer; pole pieces; condenser fan motor; DK motor; headlight motor; idle air control motor; idle speed control motor; aspirator fan motor; phase control motor.

**Seals & Gaskets:** seals & gaskets are covered up until **Your Vehicle** has accumulated 125,000 miles from purchase of this **Contract**. Once **Your Vehicle** has accumulated 125,000 miles from purchase of this **Contract**, this coverage will cease. **Note:** A seal or gasket must show an active leak or drip for coverage to apply; minor seepage is considered normal and will not be considered a **Breakdown**.

**Subsequent Damage:** direct or immediate damage to a non-covered component occurring as a singular event or failure originating with the **Breakdown** of any of the above **Covered Components** are covered by this **Contract**, except when **You** have failed to perform the recommended maintenance services for **Your Vehicle** noted in Section 12 *CONTRACT HOLDER'S OBLIGATIONS* of this **Contract**.

**Wear & Tear:** up until **Your Vehicle** has accumulated 125,000 miles from purchase of this **Contract**, **We** will also include coverage for a part or component which is outside allowable tolerances as prescribed by the manufacturer of that part or component, even if a **Breakdown** has not occurred (otherwise known as wear and tear). Once **Your Vehicle** has accumulated 125,000 miles from purchase of this **Contract**, this wear and tear coverage will cease.

**ADDITIONAL BENEFITS**

**Additional Benefits are included with all plans. No deductible applies to Additional Benefits.**

**24 HOUR EMERGENCY ROADSIDE ASSISTANCE:** This **Contract** includes a 24-hour emergency roadside assistance program Administered by Nation Safe Drivers. Please refer to *ROADSIDE ASSISTANCE* for complete details.

**RENTAL REIMBURSEMENT:** **We** will provide reimbursement for a rental vehicle from a licensed agency in the event of a **Breakdown**. **We** will pay up to FORTY (40) dollars 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). **You** must submit receipts to the **Administrator** for reimbursement. This coverage does not apply to service or parts delays or other time delays beyond **Our** control or that of the repair facility.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION!**

**RENTAL DISCOUNTS:** You are entitled to receive through Your purchase of this Vehicle Service Contract, discounts from various vehicle rental companies for use anytime You need to obtain a rental vehicle, for any reason. To receive this discount, please select from the following companies and notify them of the associated Discount ID Number:

Rental Company	Toll Free Number	Discount ID Number
Alamo Rent-A-Car	800-354-2322	93625
Avis	800-831-8000	A619900
Budget Rent-A-Car	800-772-3773	T784918
Dollar Rent-A-Car	800-800-4000	NS6009
Thrifty Car Rental	800-367-2277	0010027892

**TRIP INTERRUPTION** (available only where allowed by law): If You experience a Breakdown which occurs more than 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 DOLLARS (\$75) per day for up to THREE (3) days and a maximum benefit per occurrence of TWO HUNDRED TWENTY-FIVE DOLLARS (\$225).

#### OPTIONAL COVERAGE

**Navigation System:** if selected and paid for, coverage is provided for manufacturer-installed global positioning systems (GPS).

#### MANDATORY SURCHARGES

**4X4/AWD:** front drive shaft; axles; locking hubs; locking rings; differential; universal joints; constant velocity joints; main shaft; drive chain; gears; bearings; thrust washer and shims. **Note:** transfer case housing is also covered only if damaged by the covered failure of any of the above listed parts.

**Commercial Use Vehicle:** a surcharge is required if Your Vehicle is used for light commercial purposes (including light delivery or pick up such as mail or other daily office errands; child or day care; and other similar light usage such as appraisals, inspections, or other "white collar" type use regardless of Vehicle titling). This does not include vehicles used as taxis, rental units, livery or shuttle units, or daily delivery vehicles (except as noted above). Additionally, vehicles not driven by the same driver every day, vehicles used for towing a trailer for business purposes, or vehicles used for landscaping or snow removal are not eligible for coverage. Selection and purchase of the surcharge is required in order to make the Vehicle eligible for any coverage, provides basic eligibility only, and does not add any additional coverage to this Contract.

#### LIMITS OF LIABILITY

For this Contract, the maximum Aggregate Limit of Liability is the lesser of Actual Cash Value at the time of Breakdown or TWELVE THOUSAND, FIVE HUNDRED DOLLARS (\$12,500).

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

#### WHAT IS NOT COVERED

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

- A. ANY FAILURE OF A PART OR COMPONENT OF YOUR VEHICLE CAUSED BY A CONDITION REASONABLY ASSUMED TO HAVE EXISTED AT OR IMMEDIATELY PRIOR TO THE ACTIVATION DATE OF THIS CONTRACT (PRE-EXISTING CONDITION) (EXCEPT IN ARIZONA), OR DURING THE WAITING PERIOD AS STATED IN CONTRACT TERM.
- B. NORMAL MAINTENANCE PARTS AND SERVICE RECOMMENDED OR REQUIRED BY THE MANUFACTURER'S RECOMMENDED MAINTENANCE SCHEDULE FOR YOUR VEHICLE.
- C. ENGINE TUNE UPS; SUSPENSION ALIGNMENT; WHEEL/TIRE BALANCING; WHEEL/TIRE ALIGNMENT (EXCEPT WHEN IN CONJUNCTION WITH AND REQUIRED TO COMPLETE A COVERED REPAIR); DRIVE BELTS; VACUUM, HEATER AND RADIATOR HOSES; SPARK/GLOW PLUGS; MANUAL CLUTCH DISC, PRESSURE PLATE AND THROWOUT BEARING; BRAKE PADS, LINING AND SHOES; FILTERS; WIPER ARMS; WIPER BLADES.
- D. AIR BAGS; AIR LEAKS; ANTI-THEFT SYSTEMS; AUDIO SYSTEMS; BACK-UP CAMERA & MONITOR; BATTERY CABLES; BRAKE DRUMS; BRAKE ROTORS; BRIGHT METAL; BODY PANELS; BUMPERS; CARBURETORS; CARPET; CD/CASSETTE PLAYERS; CATALYTIC CONVERTER; CELLULAR PHONES; CIRCUIT BREAKERS; CONVERTIBLE TOP; CORROSION; DOOR KEY; ELECTRONIC TRANSMITTING/RECEIVING DEVICES & SYSTEMS; EVAPORATIVE SYSTEMS; EXHAUST SYSTEM; FASTENERS OR DAMAGED THREADS (WHEN RESULTING FROM AN IMPROPER REPAIR OR INSTALLATION); FUEL TANK CAP; FUSES; GLASS; GPS/NAVIGATION SYSTEM (UNLESS NAVIGATION SYSTEM SURCHARGE HAS BEEN SELECTED AND PAID FOR); 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; REMOTE START SYSTEMS; RIMS; RUST DAMAGE OR FAILURES CAUSED BY RUST; SEALED BEAMS; SEATBELT SYSTEMS; SHEET METAL; SHOCK ABSORBERS; SPEAKERS; SQUEAKS/RATTLES; SUPPLEMENTAL RESTRAINT SYSTEM; TIRES; TRIM; UPDATED PARTS; UPHOLSTERY; VACUUM LINES & HOSES; VIDEO SYSTEMS & DISPLAYS; VINYL TOP; WATER LEAKS; WEATHER STRIPPING; WHEELS; WHEEL

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**COVERS.**

- E. ANY VEHICLE WITH A BRANDED, REBUILT OR SALVAGE TITLE OR ANY GREY MARKET VEHICLE (EXCEPT IN ARIZONA).
- F. ALL ITEMS LISTED IN *MANDATORY SURCHARGES* UNLESS THOSE ITEMS ARE PAID FOR AND NOTED ON THE DECLARATION PAGE OF THIS CONTRACT AT THE TIME OF CONTRACT PURCHASE.
- G. ANY VEHICLE EQUIPPED WITH NON-STANDARD OR HIGH-PERFORMANCE PARTS OR EQUIPMENT, INCLUDING LIFT KITS; OVERSIZED OR UNDERSIZED TIRES OR WHEELS MORE THAN 9% DEVIATION FROM MANUFACTURER'S STANDARD; IF THE VEHICLE IS FITTED WITH SNOWPLOW EQUIPMENT OR IS USED FOR PLOWING SNOW, OR IF ALTERATIONS NOT MEETING MANUFACTURER'S SPECIFICATIONS HAVE BEEN MADE TO THE VEHICLE.
- 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 *DEFINITIONS*. ALSO, UPDATED OR IMPROVED PARTS WHERE A BREAKDOWN HAS NOT OCCURRED.
- J. ANY VEHICLE IN WHICH THE ODOMETER HAS BEEN TAMPERED WITH, ALTERED, DISCONNECTED, OR NOT MAINTAINED IN WORKING ORDER; ANY VEHICLE IN WHICH THE TRUE MILEAGE CANNOT BE DETERMINED. YOU WILL 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 (ONCE THE VEHICLE HAS ACCUMULATED 125,000 MILES FROM THE PURCHASE OF THIS CONTRACT). THIS CONTRACT DOES NOT COVER WORN TRANSMISSION CLUTCHES; STUCK, CARBONED OR BURNED VALVES OR RINGS; DAMAGE TO ANY PART OR COMPONENT OF YOUR VEHICLE FROM DETONATION, INCORRECT TIMING, LEAN BURN, PRE-IGNITION, FLUID CONTAMINATION, WATER INTRUSION, ELECTROLYSIS, CORROSION, OVERHEATING, SLUDGE AND LACK OF, OR IMPROPER FLUIDS, LUBRICANTS OR COOLANTS.
- L. A FAILURE OR DAMAGE CAUSED BY THE CONTRACT HOLDER'S NEGLIGENCE, MISUSE, IMPROPER SERVICING, OR FAILURE TO HAVE THE VEHICLE MAINTAINED IN ACCORDANCE WITH THE MANUFACTURERS' MAINTENANCE SCHEDULE FOR THE VEHICLE AND/OR OUR REQUIRED MAINTENANCE PROCEDURES (SEE *CONTRACT HOLDER'S OBLIGATIONS*). DAMAGE CAUSED BY THE CONTRACT HOLDER'S CONTINUED OPERATION OF THE VEHICLE AFTER A FAILURE OCCURS.
- M. VEHICLES PREPARED FOR OR USED IN COMPETITIVE RACING OR DRIVING OR USED FOR TAXI SERVICE, LIVERY, SHUTTLE, EMERGENCY, TOWING, ROAD SERVICE, RENTAL OR HEAVY COMMERCIAL USE, OR EXOTIC VEHICLES.
- N. ANY VEHICLE THAT IS EQUIPPED TO USE ALTERNATIVE FUELS SUCH AS BIO-DIESEL, COOKING OIL, ELECTRICITY, LIQUID PROPANE GAS, COMPRESSED NATURAL GAS OR METHANOL.
- O. DAMAGE TO A COVERED PART CAUSED BY THE FAILURE OF A NON-COVERED PART OR COMPONENT.
- P. 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; PARTS DELAYS; 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.
- Q. 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.
- R. OIL; FLUIDS; LUBRICANTS; REFRIGERANTS; COOLANTS; FILTERS OR FASTENERS UNLESS REQUIRED IN CONNECTION WITH REPAIR OR REPLACEMENT OF PARTS COVERED UNDER THE TERMS OF THIS CONTRACT.
- S. SHOP SUPPLIES; MATERIALS CHARGES; HAZARDOUS WASTE CHARGES; STORAGE CHARGES OR MISCELLANEOUS CHARGES.

**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 cancelled, terminated, non-renewed, voided (except in Arizona), or the Limit of Liability has been reached. Upon **Contract Activation**, there is a THIRTY (30) Day and ONE THOUSAND (1,000) mile waiting period before coverage begins. Any **Breakdown** which occurs during the waiting period will not be covered.

**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. **We** further reserve the right to non-renew **Your Contract** at any time for any reason. If **We** choose to do so, **You** will be given THIRTY (30) Days notice in advance of non-renewal. Payments scheduled after the non-renewal date will

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not be processed, or if already processed will be refunded immediately.

**Your Activation Fee** does not include the cost of **Your** first month of coverage. **Your** first monthly charge is due THIRTY (30) days from the **Contract Activation Date**, and each subsequent **Renewal Payment** will occur monthly thereafter.

### **Renewal Process**

Upon acceptance by **Us** of the **Renewal Payment** upon each **Renewal Date**, this **Contract** will renew monthly for a subsequent THIRTY (30) Day **Renewal Term** (up to a maximum of FORTY-EIGHT (48) **Renewal Terms**). All coverage will cease upon **Your Vehicle** reaching 200,000 odometer miles, if the Limit of Liability has been reached, or upon non-renewal of **Your Contract** by **You** at any time (this may include a failure to collect the **Renewal Payment** due to any reason, either voluntary or involuntary). If **Your Vehicle** reaches 200,000 odometer miles prior to any cancellation or non-renewal, **You** must notify **Us** and request **Us** to stop processing future **Renewal Payments**. After the FORTY-EIGHTH (48<sup>th</sup>) consecutive **Renewal Term**, **We** will automatically cease collecting **Renewal Payments**.

**We** will attempt to process each **Renewal Payment** no later than SEVEN (7) Days prior to the scheduled **Renewal Date** to allow time for notification and/or update to **Your** payment information on file to be processed. If the **Renewal Payment** is collected by the **Administrator** on or before the **Renewal Date**, **Renewal Term** will be in effect; otherwise, the **Contract** will terminate at the end of the current **Renewal Term**.

Purchase of this **Vehicle Service Contract** represents an authorization for a recurring charge to a credit card (or debit of a bank account via electronic funds transfer) which **You** provided **Us**. So that **We** may accurately process **Your** payments, it is **Your** responsibility to ensure that **We** have the correct account and billing information at all times.

Should **You** change this information, or your contact information (including phone number or email address), it is **Your** responsibility to notify **Us** in writing of the change immediately to avoid payment interruption and lapse in coverage. Coverage must continue without any lapse in payment or this **Contract** will not renew, and all coverage will cease. If coverage is terminated or non-renewed, **We** will not reinstate **Your** coverage.

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

The term of this **Contract** may include 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 *ADDITIONAL BENEFITS* of this **Contract**.

### **OUR OBLIGATIONS**

If **You** experience a **Breakdown** during the term of this **Contract** within the United States or Canada, the **Administrator** will pay or reimburse **You** or the **Repair Facility** for the repair or replacement of the **Covered Component(s)** as described in this **Contract**, provided **You** have met **Your** obligations as stated in this **Contract** (see *WHAT TO DO IN THE EVENT OF A BREAKDOWN* and *CONTRACT HOLDERS OBLIGATIONS*) and if the repair is not excluded under *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 **Our** sole discretion. Labor time for any repair shall be based on the then-current All-Data labor guide and labor rates shall be within accepted industry standards at the sole discretion of the **Administrator**. Additionally, the **Administrator** reserves the right to determine acceptable parts costs, in its sole discretion. **Our** obligations under this **Contract**, are insured by a Contractual Liability Insurance Policy issued by an insurer that has achieved an *A(Excellent)* rating from AM Best. 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.

### **WHAT TO DO IN THE EVENT OF A BREAKDOWN**

In the event of a failure **You** must protect **Your Vehicle** from further damage. This may require **You** to stop the **Vehicle**, turn off the engine, and/or have the **Vehicle** towed. Damage resulting from continued operation of an impaired **Vehicle** will be considered negligence and will result in denial of claim coverage. This **Contract** includes an Emergency Roadside Assistance program administered by Nation Safe Drivers which includes a towing benefit (please refer to *ROADSIDE ASSISTANCE*) for complete details of the Roadside Assistance Program.

**You** may take the **Vehicle** to any licensed repair facility, however, the **Administrator** reserves the right to select a different **Repair Facility** and/or move the **Vehicle** in the event that the **Repair Facility** selected by **You** charges for parts and labor in excess of amounts shown by All-Data, flat rate labor guide, or does not meet the level of service necessary to insure proper repair of **Your Vehicle**. (**You** may contact the **Administrator** for assistance in locating a **Repair Facility**).

**You** are required to authorize the **Repair Facility** to inspect and/or tear down **Your Vehicle** to determine the cause of the failure. **You** will be responsible for these charges if the failure is not covered under the terms of this **Contract**. If it is determined that the failure is covered, **We** will pay for the reasonable and customary cost of such tear-down and/or diagnosis. **We** reserve the right to inspect **Your Vehicle** and service records prior to approving any repairs.

**You** must ensure the **Repair Facility** calls the **Administrator** prior to any work being performed on the **Vehicle**. The **Administrator** will ask the **Repair Facility** to supply the following information: a) **Contract Holder's** name, address and

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telephone number; b) Year, Make & Model of the **Vehicle**; c) **Vehicle Identification Number**, License plate number and current odometer mileage; d) Name, Address and Phone number of the **Repair Facility** and name of the Technician; e) A complete estimate of parts and labor time charges to repair the **Breakdown**. Authorization must be obtained from the **Administrator** prior to any repair.

If it is determined the failure is covered, The **Administrator** will confirm the cost of the repair and provide the **Repair Facility** with an authorization code. The repair cost that is approved by the **Administrator** is the maximum amount that will be paid for any **Covered Repairs** under the terms of this **Contract**. Any additional amount must receive prior approval from the **Administrator**. Payment will be made via direct billing, credit card, or reimbursement to **You**.

Once authorization is obtained and the repair has been completed, all repair orders and documentation must be signed by **You** and submitted to the **Administrator** within thirty (30) days from the date the repair to **Your Vehicle** was completed. All such documentation must show **Our** Claim Authorization Number.

**You** are responsible for the payment of the **Deductible** for each visit to the **Repair Facility**. If a **Breakdown** requires more than one visit to repair, only one **Deductible** applies to the original failure for which a claim was filed. Present a copy of this document to the **Repair Facility** prior to proceeding with repairs.

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

### CONTRACT HOLDER'S OBLIGATIONS

To keep this **Contract** in force, **You** must:

- a) Have the engine oil and filter changed by a commercial service facility every SIX (6) months or FIVE THOUSAND (5,000) miles whichever occurs first, as measured from **Contract Activation Date** and **Contract Activation Mileage**.  
In the event of a claim, properly documented and verifiable receipts for engine oil and oil filter changes must be provided upon request. Receipts must be computer generated on licensed repair facility letterhead/forms and include **Vehicle** identification number, date and mileage at time of service.
- b) Beyond specific requirements specified in Paragraph (a) of this section, maintain **Your Vehicle** according to the Manufacturer's Recommended Maintenance Schedule for **Your Vehicle**. For example, some manufacturers require that the timing belt be changed at specific time and/or mileage intervals. **You** must follow the manufacturer's maintenance guidelines (including types and quality of products used in maintenance) to avoid denial of a claim and/or cancellation of this **Contract**. In addition, **You** must also follow the procedures described within this **Contract** under *WHAT TO DO IN THE EVENT OF A BREAKDOWN*. **NOTE: Your** owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. **You** are required to follow the maintenance schedule that applies to **Your** conditions.
- c) Be sure the proper grade of lubricants and coolants, as recommended by the manufacturer, are used in **Your Vehicle**.
- d) Retain verifiable receipts for all parts and materials necessary to perform the required maintenance.
- e) The **Contract Holder** shall subrogate all rights of recovery against any person or entity to the **Administrator**, and shall do whatever is necessary to secure such rights. The **Contract Holder** shall do nothing to prejudice these rights.

### CANCELLATION OF THIS CONTRACT

If the **Vehicle** has been repossessed, declared a total loss, or **You** give notice of cancellation, this **Contract** will terminate. **You** may cancel this **Contract** at any time by notifying the **Administrator** in writing of **Your** intent to cancel. **You** must also send the **Administrator**, a) this **Contract**, b) a copy of the **Vehicle's** registration, and c) a notarized statement indicating the actual mileage (odometer reading) of the **Vehicle** at the date of the cancellation request.

If this **Contract** is canceled within the **Activation Period** and no claims have been filed, **You** will receive a full refund of the **Contract Activation Payment**. If this **Contract** is canceled after the **Activation Period** or a claim has been filed, **Your** next **Renewal Payment** will not be processed and coverage will cease at the end of the current **Renewal Term**. If **Your** **Renewal Payment** is processed immediately following a cancellation, it will be refunded to **You** immediately.

If the **Contract Holder** elects cancellation, the **Administrator** will retain a cancellation fee of TWENTY-FIVE DOLLARS (\$25). For state specific details, please refer to *SPECIAL STATE REQUIREMENTS / DISCLOSURES*.

### HOW THIS CONTRACT MAY BE TRANSFERED

Unless otherwise required by law, this **Contract** is non-transferable.

### DEFINITIONS

**Activation Period:** means THIRTY (30) Days from the original **Contract Activation Date** in which **You** can review this **Contract**.

**Actual Cash Value** or **ACV:** shall be 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 the company charged with providing the coverage stated in this **Contract**.

**Aggregate Limit of Liability:** means the amount of benefits allowed during all **Renewed Terms**.

**Breakdown:** refers to the inability or failure of any **Covered Part** to perform the function for which it was intended by the manufacturer through the normal use of **Your Vehicle**.

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**Contract:** refers to this **Vehicle** service **Contract**.

**Contract Activation Date:** means the initial date of **Contract** purchase by **You**. A THIRTY (30) Day and ONE THOUSAND (1,000) Mile waiting period begins on this date, during which no claims may be filed.

**Contract Activation Payment:** payment received by the **Administrator** to activate **Contract** coverage.

**Contract Renewal Date** or **Renewal Date:** the date on which the **Contract Renewal Payment** is due and **Contract** renewed for an additional subsequent THIRTY (30) Day **Contract Renewal Term**.

**Contract Renewal Payment** or **Renewal Payment:** an amount due to process the renewal of **Your Contract**. This amount is subject to change, but **You** will be provided SIXTY (60) Day notice in advance of any changes.

**Contract Renewal Term** or **Renewal Term:** a period of THIRTY (30) Days subsequent to the original **Activation Period** or the previous **Renewal Term** beginning from **Renewal Date** and upon receipt of **Renewal Payment**. There is no waiting period for a **Renewal Term**.

**Covered Component:** any part or component listed as covered in *WHAT IS COVERED*.

**Deductible:** means the amount **You** must pay per repair visit in the event of a **Breakdown**. The **Deductible** for this **Contract** is ONE HUNDRED (100) dollars.

**Named Component Coverage:** refers to the coverage afforded by this **Contract**. Only the parts and/or components specifically listed 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 work within labor rates & times as approved by the **Administrator**. 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 the **Vehicle** and/or this **Contract**.

**Vehicle:** refers to the **Vehicle** covered by this **Contract** as listed on the Declaration Page of this **Contract**.

**We, Us, Our** or **Obligor:** refers to the **Obligor** of this **Contract**.

**You, Your, His/Her,** or **Contract Holder:** refers to the person named on this **Contract** as the purchaser of this **Contract**.

## DISPUTE RESOLUTION

In the event of a disagreement between **You** and the **Administrator** concerning coverage under this **Contract**, either party may make a written demand for arbitration. This must be done within SIXTY (60) days after the day **You** file **Your** claim. Each party will select an appraiser. The two parties will select an umpire. Each party will pay the expenses of the appraiser they select. The expenses of the umpire will be shared equally. Unless both parties agree otherwise, arbitration will take place in the county or state in which **You** live. Local rules apply. A Majority decision will be binding.

## SPECIAL STATE REQUIREMENTS / DISCLOSURES

The Following Special State Requirements and/or disclosures apply if this **Contract** was purchased in one of the following states and supersede any other provisions herein.

**Alabama:** The following is added under *CANCELLATION OF THIS CONTRACT*:  
A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Contract** to the **Administrator**. The right to return this **Contract** applies only to the original purchaser of this **Contract**.

**Obligations of the Obligor under this Service Contract are insured under a Contractual Liability Insurance Policy issued by an A(Excellent)-rated insurance carrier.**

**Arizona:** *WHAT IS NOT COVERED*, Paragraph G is deleted and replaced with the following:  
**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 AFTER THE EFFECTIVE DATE OF THE CONTRACT.**

*WHAT IS NOT COVERED*, Paragraph J is deleted and replaced with the following:  
**ANY VEHICLE IN WHICH THE ODOMETER HAS BEEN TAMPERED WITH, ALTERED OR DISCONNECTED AFTER THE EFFECTIVE DATE OF THE CONTRACT.**

The following is added under *CANCELLATION OF THIS CONTRACT*:  
This **Contract** cannot be cancelled or voided by the **Administrator** for any of the following reasons including, but not limited to: (a) pre-existing conditions; (b) prior use or unlawful acts relating to the product; (c) misrepresentation by either **Administrator** and/or associated subcontractors; and (d) ineligibility for the program, including gray market, high performance, and GM diesel vehicles.

*DISPUTE RESOLUTION* is deleted and replaced with the following:  
**Notice: Arbitration is not mandatory for disputes which may arise from this Contract but may be chosen voluntarily by the parties to this Contract. Such Arbitration shall be held in Arizona and does not preclude the Arizona Contract Holder's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 1-800-325-2548 for relief under the**

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION!**

**provisions of Arizona Revised Statutes (“ARS”) §§ 20-1095.04 and/or 20-1095.09.**

**Arkansas:** *DISPUTE RESOLUTION* is deleted and replaced with the following:

**Notice: Arbitration is voluntary and non-binding.**

**California:** *DISPUTE RESOLUTION* is deleted and replaced with the following:

Mandatory arbitration is not allowed under this **Contract**. If **You** and **We** mutually agree, this **Contract** provides for binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this **Contract**. Under this arbitration provision, **You** give up **Your** right to resolve any dispute arising from this **Contract** by a Judge and/or a Jury. In arbitration, a group of three arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction of any such error.

To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration within ONE (1) year of the earlier date of the **Breakdown** occurred or the dispute arose. **You** or **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” Each party will each pay the expense of the arbitrator selected by that party and share equally the expense of the umpire. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by California Civil Code (1750 et. seq.). The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this **Contract**. The laws of the State of California govern all matters arising out of or relating to this **Contract** and all transactions contemplated by this **Contract** including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Contract**.

All fees and costs charged to **You** by under this provision shall be waived if **You** are an indigent consumer. *Indigent Consumer* means a person having a gross monthly income less than THREE HUNDRED PERCENT (300%) of the federal poverty guidelines. If **You** are determined to be an indigent consumer all provisions of California Code of Civil Procedure §1284.3 apply.

**Notice: ACV** (Actual Cash Value) of the **Vehicle** with regards to limitations of liability is defined as the actual cash value of the **Vehicle** as determined by NADA immediately prior to reported loss. Loss or damage derived from the loss in question is not considered as a factor in determining **ACV**.

**Notice:** Service under this **Contract** is provided by the **Administrator** under **CALIFORNIA SERVICE CONTRACT PROVIDER LICENSE NO: 0H45108**.

**Connecticut:** The following **Notices** are added to **Your Contract**.

**Notice:** If **You** have complaints or questions regarding **Your Contract**, **You** may contact the State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, ATTN: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of the repair of the product, and a copy of the **Contract**.

**Notice:** If **Your Vehicle** is under repair at a licensed repair facility at the date of **Contract** expiration, the expiration date will automatically extend to the date the repair is complete.

**Notice:** In-home service is not provided or available for service performed on **Your Vehicle**. **Your Vehicle** must be delivered to a licensed repair facility to be considered for coverage under this **Contract**.

**Notice:** **You** may be responsible for diagnostic fees from a licensed repair facility if the necessary repairs are not covered under **Your Contract**. Otherwise, all diagnostic fees are covered as part of any covered repair.

*ROADSIDE ASSISTANCE*, Paragraph 2 is amended to add the following:

**You will be responsible for any amount above the standard allowance for Towing.**

**Notice:** **You** have a right to cancel this **Contract** if **You** return **Your Vehicle**; or the **Vehicle** is sold, lost, stolen, or destroyed.

**Georgia:** **Our** obligations under this Service **Contract** are insured by a policy issued by the Insurance Company as noted on the Declaration Page. If a covered claim is not paid within SIXTY (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company.

*WHAT IS NOT COVERED*, Paragraph K is deleted and replaced with the following:

**ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER’S MAINTENANCE SCHEDULE FOR YOUR VEHICLE, OR IMPROPER SERVICING OR REPAIRS SUBSEQUENT TO PURCHASE. ANY BREAKDOWN CAUSED FROM YOUR FAILURE TO PERFORM RECOMMENDED MAINTENANCE SERVICES, OR THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS, OR FAILURE TO PROTECT YOUR VEHICLE**

**FROM FURTHER DAMAGE WHEN A BREAKDOWN HAS OCCURRED.**

*WHAT IS NOT COVERED*, Paragraphs L & P are deleted and replaced with the following:

**IF YOUR VEHICLE IS USED FOR TOWING (UNLESS YOUR VEHICLE IS EQUIPPED WITH A FACTORY INSTALLED OR FACTORY AUTHORIZED TOW PACKAGE), OR IS USED AS A COMMERCIAL UNIT, OR IS USED FOR RENTAL, TAXI, LIMOUSINE OR SHUTTLE, COMMERCIAL DELIVERY, TOWING OR ROAD REPAIR OPERATIONS, CONSTRUCTION, JOB SITE ACTIVITIES, COMMERCIAL HAULING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, PREARRANGED OR ORGANIZED RACING OR COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK, SERVICE OR REPAIR.**

*CANCELLATION OF THIS CONTRACT*, the second paragraph is deleted and replaced with the following:

If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund all **Contract** charges paid. If the **Contract** is cancelled after the first SIXTY (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins. An administration fee of 10% of the pro-rata refund amount will be applied if this **Contract** is cancelled by **You**. If **You** have cancelled this **Contract** and have not received the refund from **Us** or the **Administrator** within SIXTY (60) days of such cancellation, **You** may contact the Insurance Company identified on the Declaration Page.

Notice of cancellation will be in writing and given at least THIRTY (30) days prior to cancellation. Cancellation will comply with Section 32-22-44 of the Georgia Code.

*DISPUTE RESOLUTION* does not apply in Georgia.

**Idaho:** **Notice:** The following is added to **Your Contract**: Coverage afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

**Illinois:** *CANCELLATION OF THIS CONTRACT*, the second paragraph is deleted and replaced with the following:  
If this **Contract** is cancelled within the first SIXTY (60) days and no claims have been filed, **We** will refund all **Contract** charges paid. If the **Contract** is cancelled after the first SIXTY (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins. The **Vehicle Service Contract** provider may retain a cancellation fee not to exceed the lesser of 10% of the **Vehicle Service Contract** charges paid or TWENTY-FIVE DOLLARS (\$25).

*DISPUTE RESOLUTION* is deleted and replaced with the following:

**Notice: Arbitration is not mandatory for disputes which may arise from this Contract but may be chosen voluntarily by the parties to this Contract.**

**Our Obligations to You are covered under a Contractual Liability Insurance Policy, issued by an A(Excellent)-rated insurance carrier.**

**Indiana:** **Notice:** The following is added to **Your Contract**: **Your** proof of payment to **Us** or the **Administrator** or Provider who insures this **Contract** shall be considered proof of payment to the Insurance Company identified on the Declaration Page which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased this **Contract**.

**Iowa:** **Notice:** The following is added to **Your Contract**: In the event **You** have any questions regarding **Your Contract**, **You** may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa 50319, 515-281-4441.

Per Iowa Law §516E.10: *OUR OBLIGATIONS* of this **Contract** is amended as follows:

Unless agreed upon in writing by **You**, **We** will not utilize used parts in conjunction with repairs to a motor vehicle covered by this **Contract**. **We** will also not use rebuilt parts unless the parts are rebuilt according to national standards recognized by the State of Iowa Insurance Division.

**Kansas:** *CANCELLATION OF THIS CONTRACT*, the following paragraph is added:  
No **Contract** that has been in effect for 90 days or more may be cancelled by **Us** except for one of the following reasons:

- (1) Nonpayment of **Contract Activation Payment** or **Renewal Payment**;
- (2) The **Contract** was issued because of material misrepresentation;
- (3) The **Contract Holder** violated any of the material terms and conditions of the **Contract**.

*DISPUTE RESOLUTION* is amended by adding the following:

**The arbitration procedure is voluntary and must be agreed to by both parties. The decision of the arbitrators will be binding.**

*ROADSIDE ASSISTANCE*, Locksmith and Tire Service benefits are not available.



**Maryland:** **Notice:** The following is added to *CANCELLATION OF THIS CONTRACT*: **You** have the right to return or void this **Contract**. **You** may return the **Contract** within THIRTY (30) calendar days after the date **We** mail a copy of the **Contract** to **You** or within THIRTY (30) days if it is provided to **You** at the time of sale. If **You** return this **Contract** within the applicable time period and no claims have been filed, the **Contract** shall be void and **We** will refund or credit to **Your** account all **Contract** purchase charges within FORTY-FIVE (45) days. A TEN (10) percent penalty per month shall be added to a refund that is not paid or credited within FORTY-FIVE (45) days after the return of the **Contract** to **Us**.

**Massachusetts:** **NOTICE TO CUSTOMER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.**

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor **Vehicles** as follows:

**Used Vehicles with less than 40,000 miles at the time of sale:**

Provides coverage for NINETY (90) days or 3,750 miles, whichever occurs first.

**Used Vehicle with 40,000 miles or more but less than 80,000 miles at the time of sale:**

Provides coverage for SIXTY (60) days or 2,500 miles, whichever occurs first.

**Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale:**

Provides coverage for THIRTY (30) days or 1,250 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages, and exclusions stated in this **Contract** apply only to this **Contract** and not the terms of the required dealer warranty.

**Minnesota:** NOTICE TO CUSTOMERS: THIS AGREEMENT IS NOT AN AUTOMOBILE LIABILITY INSURANCE CONTRACT *CONTRACT HOLDER'S OBLIGATIONS*, the following paragraph is added:  
If **Your Vehicle** is used and an Owner's Manual is not provided, **You** may contact the **Administrator** and one will be provided to **You** for an additional fee of \$10.00.

**For Customers Purchasing this Contract from a Dealership in Conjunction with a Vehicle Purchase:**

The coverages listed below are provided to **You** by the dealership at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows:

**Used Vehicles with less than 36,000 miles at the time of sale:**

Provides coverage for 60 days or 2,500 miles, whichever occurs first.

**Used Vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale:**

Provides coverage for 30 days or 1,000 miles, whichever occurs first.

All coverage provided for **Your Vehicle** under this motor **Vehicle** service **Contract** shall exclude coverage currently in force under any express warranty providing the same coverage for such **Vehicle** as outlined above.

**Engine:** Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter. **Transmission:** Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. **Drive Axle:** Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis. **Brakes:** Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers. **Steering;** Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack. **Note:** The following parts are covered only on **Vehicles** with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

The above coverages are excluded from this **Contract** during the applicable warranty period, unless the dealer becomes unable to meet its obligations. **Your** rights and obligations are fully explained in the dealer issued used vehicle limited warranty document.

*WHAT IS NOT COVERED*, Paragraph D is amended to eliminate the exclusion for **RUST DAMAGE OR FAILURES CAUSED BY RUST** for Minnesota residents.

*WHAT IS NOT COVERED*, Paragraph L, the last sentence is revised to read as follows: **FOR ANY BREAKDOWN CAUSED BY YOUR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS, OR FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN A**

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION!**

**BREAKDOWN HAS OCCURRED.**

*WHAT IS NOT COVERED*, Paragraph O, the last sentence is revised to read as follows: **THE LOSS OF USE, TIME PROFIT, INCONVENIENCE, OR ANY OTHER LOSS (EXCEPT AS MAY OTHERWISE BE PROVIDED UNDER THE SCHEDULE OF COVERAGES) THAT RESULTS FROM A BREAKDOWN.**

*CANCELLATION OF THIS CONTRACT* is amended by adding the following: if **You** have cancelled the **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on the Declaration Page.

*DISPUTE RESOLUTION*, the following statement is added: Arbitration must take place in the county in which the **Contract Holder** lives, unless both parties agree otherwise.

**Mississippi:**

*DISPUTE RESOLUTION* is deleted and replaced with the following:

**Notice: Arbitration is not mandatory for disputes which may arise from this Contract but may be chosen voluntarily by the parties to this Contract.**

**Our obligations to You are insured under a Contractual Liability Insurance Policy, issued by an A(Excellent)-rated insurance carrier.**

**Missouri:**

*CANCELLATION OF THIS CONTRACT* is amended by adding the following:

The provider of this **Vehicle** service **Contract** will mail a written notice to the **Contract Holder** within fifteen days of the date of termination.

A ten percent penalty per month shall be added to a refund that is not paid within thirty days of return of the **Contract** to the provider. The applicable free-look time periods on service **Contracts** shall only apply to the original service **Contract** purchaser.

The cancellation fee is deleted.

*DISPUTE RESOLUTION* is deleted and replaced with the following:

**Notice: Arbitration is not mandatory for disputes which may arise from this Contract but may be chosen voluntarily by the parties to this Contract.**

**Nebraska:**

*DISPUTE RESOLUTION* is deleted and replaced with the following:

**Notice: Arbitration is not mandatory for disputes which may arise from this Contract but may be chosen voluntarily by the parties to this Contract.**

**Our Obligations to You are covered under a Contractual Liability Insurance Policy, issued by an A(Excellent)-rated insurance carrier.**

**New Hampshire:**

If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the application for the **Administrator's** address and toll free number. New Hampshire residents only may also contact the New Hampshire Insurance Commissioner at the following address: New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301.

**North Carolina:**

*CANCELLATION OF THIS CONTRACT* is deleted and replaced with the following:

**You** may cancel this **Contract** at any time. If **You** cancel, **You** will receive a pro rata refund of the current **Renewal Term** less any claims paid and less an administrative fee not to exceed ten (10) percent of the amount of the pro rata refund. Please call the **Administrator** for a quote.

*DISPUTE RESOLUTION* is deleted and replaced with the following:

**Notice: Arbitration is not mandatory for disputes which may arise from this Contract but may be chosen voluntarily by the parties to this Contract.**

**Oregon:**

Upon failure of the Obligor to perform under the contract, an **A(Excellent)-rated insurance carrier** shall pay on behalf of the Obligor any sums the Obligor is legally obligated to pay or shall provide the service that the Obligor is legally obligated to perform according to the Obligor's contractual obligation under this Contract, including but not limited to claims against the Obligor for return of the unearned purchase price of the Contract in the event of a cancellation.

*DISPUTE RESOLUTION*) is deleted and replaced with the following:

**Notice: Arbitration is not mandatory for disputes which may arise from this Contract but may be chosen voluntarily by the parties to this Contract.** In the case arbitration is selected, arbitration must take place in the **Contract Holder's** domicile state.

**South Carolina:**

*CANCELLATION OF THIS CONTRACT*), the following is added:

A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Contract** to the **Administrator**. The right to return this **Contract** applies only to the original purchaser of this **Contract**.

In the event **You** have a question or complaint, **You** may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202, Telephone 803-737-6160.

**Obligations of the Obligor under this Service Contract are insured under a Contractual Liability Insurance Policy issued by an A(Excellent)-rated insurance carrier.**

**Texas:**

**Notice:** If **You** have complaints or questions regarding this **Contract**, **You** may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; 512-463-6599 or 800-803-9202.

**Obligations of the Obligor under this Service Contract are insured under a Contractual Liability Insurance Policy issued by an A(Excellent)-rated insurance carrier.**

### **17. ROADSIDE ASSISTANCE**

No Deductible applies to the following: **Emergency Road Service 1-866-330-0760** (Producer Code **94463**, Plan "**U**"). **Your Contract** number on the top right corner of the Declaration Page is **Your** Member ID. 24-hour emergency road service is provided through Nation Motor Club Inc, administrative offices at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

- **For Arizona, Arkansas, Hawaii, Louisiana, Massachusetts, Nevada, Tennessee, Texas and Washington members, services are provided by Nation Motor Club Inc dba Nation Safe Drivers.**
- **For California** members, services are provided by Nation Motor Club Inc, California Motor Club Permit Number 5157-3.

**Emergency Road Service** is available when **Your Vehicle** is disabled as long as this **Contract** is in effect. **Note:** One paid benefit per 72-hours.

**Limitations:** Services obtained through any other source are not covered and are not reimbursable. In the event Nation Motor Club Inc is unable to locate service, **You** may contract for such services and send **Your** original receipted expenses to Nation Motor Club Inc for reimbursement consideration. Reimbursements are strictly limited to FIFTY DOLLARS (\$50.00).

**EMERGENCY ROAD SERVICE** consists of:

**Mechanical First Aid:** Any service requiring a minor adjustment (exclusive of parts) to enable **Your** disabled **Vehicle** to proceed under its own power.

**Tire Service:** Changing of a flat tire with an inflated spare.

**Battery Service:** Attempting to start a **Vehicle** with a booster battery.

**Delivery Service:** Delivery of emergency supplies of gasoline, oil, or water and other accessories and supplies as may be required and available. **Note:** Materials being delivered will be paid for by the customer.

**Towing Service:** When **Your Vehicle** is disabled, it will be hooked up and towed up to TWENTY-FIVE (25) miles to a destination of **Your** choice by an authorized towing service.

**Locksmith Service:** If keys are locked inside **Your Vehicle**, a locksmith will be dispatched to assist **You** in gaining entry to **Your** locked **Vehicle**.

**YOUR ROADSIDE ASSISTANCE MEMBER ID NUMBER IS THE SAME AS YOUR CONTRACT NUMBER.**

**EMERGENCY ROAD SERVICE WILL BE ADMINISTERED BY NATION MOTOR CLUB INC DBA NATION SAFE DRIVERS  
800 YAMATO ROAD, SUITE 100, BOCA RATON, FLORIDA 33431**

**1-866-330-0760 (Producer Code 94463, Plan Letter U)**



**For complete information about the Administrator/Obligor and Insurer mentioned in this coverage information, please refer to your Contract.**

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION!**

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION!**