



**Service Contracts. It's what we do.®**  
**CLAIMS DEPT. 1-(888)-285-2567**  
**ROADSIDE/TOWING ASSISTANCE 1-(888)-810-5150**

DIST CODE: R1  
V1-0611

CONTRACT PURCHASE DATE:		
MONTH	DAY	YEAR

CONTRACT NUMBER:
------------------

**CUSTOMER INFORMATION**

LAST NAME		FIRST NAME		PHONE	
ADDRESS			CITY	STATE	ZIP CODE

**SELLING DEALER INFORMATION**

AUL DEALER ID #	DEALER NAME	DEALER EMPLOYEE NAME	PHONE
ADDRESS		CITY	STATE ZIP CODE

**VEHICLE INFORMATION**

VIN #	YEAR	MAKE	MODEL
PRESENT MILEAGE	VEHICLE PURCHASE PRICE \$	IN-SERVICE DATE (WRAP COVERAGE ONLY)	NEW VEHICLE CLASS USED VEHICLE CLASS

VEHICLE SURCHARGES (check all that apply)  
 4WD/ AWD     ONE – TON     TURBO/SUPERCHARGER     DIESEL     BUSINESS USE     LIFT KIT/TIRE MODIFICATIONS

**COVERAGE INFORMATION**

TERM	COVERAGE	OPTIONAL COVERAGE	DEDUCTIBLE*
Term: _____ Months	<input type="checkbox"/> SEALS & GASKETS <input type="checkbox"/> WARRANTY REMAINING* <input type="checkbox"/> ENHANCED ELECTRICAL PACKAGE	<input type="checkbox"/> DISAPPEARING DEDUCTIBLE	\$ _____
Term: _____ Miles			
SINGLE PAYMENT CONTRACT PRICE \$ _____	LIENHOLDER (If Applicable)	* If the "Warranty Remaining Option" is selected, coverage begins thirty (30) days after the <b>CONTRACT PURCHASE DATE</b> and expires by Time or Mileage measured from the original Full Manufacturer's Warranty Expiration Date or Mileage, whichever occurs first.	*If a deductible is not entered, a one hundred dollar (\$100) deductible will apply.

**NOTICE: No coverage will be provided under this Vehicle Service Contract during the thirty (30) day and 1,000 mile WAITING PERIOD of time following the Contract Purchase Date.**

I have **READ, UNDERSTAND, and AGREE** to the terms and conditions within the body of this contract.

Owner's Signature	Date
-------------------	------

This Vehicle Service Contract contains an arbitration provision. It limits certain of **YOUR** rights, including **YOUR** right to obtain relief or damages through court action.

This contract is between A.U.L. Corp., 1250 Main Street, Suite 300, Napa, CA 94559, 1-(800)-826-3207 (herein referred to as the "ADMINISTRATOR") and **YOU** and provides coverage as indicated above.

The obligations under this contract are insured by American Bankers Insurance Company of Florida. If a covered claim is not paid by the Dealer or Administrator within sixty (60) days after **YOU** have filed a proof of loss, **YOU** may file a claim for payment directly with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157 Attention: VSC Claims. Please call 1-(866)-306-6694 for instructions.

To review the General Privacy Policy of American Bankers Insurance Company of Florida, an Assurant Solutions company, please visit their website at [www.assurantsolutions.com/privpolgeneral.html](http://www.assurantsolutions.com/privpolgeneral.html).

**For Arizona Residents Only:** Your Vehicle Service Agreement has an Arbitration Provision. By signing in the section entitled **SIGNATURE**, You acknowledge that You are waiving Your right to go to court, except as provided in the Arbitration Provision or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.

## 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**. 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.

Vehicles, Terms, Coverages, and/or Options not in accordance with the **ADMINISTRATOR's** Underwriting Rate Sheet and Guidelines, at the time of sale, are not covered under this Vehicle Service Contract. This Vehicle Service Contract is only in force upon the receipt and acceptance of this Vehicle Service Contract by the **ADMINISTRATOR**.

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 **ADMINISTRATOR** or the **SELLING DEALER** 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 Contract and they are printed in **BOLD** type below.

**"ADMINISTRATOR," "WE," "US," and "OUR"** means AUL Corp., the entity identified on the **DECLARATIONS PAGE** or State Disclosure of 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. Replacement of covered parts may be made with new, remanufactured, or parts of like kind and quality, at the option of the **ADMINISTRATOR**.

**"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 7: WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT**.

**"DISAPPEARING DEDUCTIBLE"** means that if **YOU** have purchased the **DISAPPEARING DEDUCTIBLE** option then no **DEDUCTIBLE** will be charged so long as the **COVERED VEHICLE** is returned to the **SELLING DEALER** for repair.

**"EXPIRATION DATE"** means thirty (30) days after the **CONTRACT PURCHASE DATE** plus the Term as listed on this Vehicle Service Contract. **Wrap Coverage ONLY:** The vehicle in service date plus the Term as listed on this Vehicle Service Contract.

**"EXPIRATION MILEAGE"** means if the mileage term purchased exceeds fifty thousand (50,000) miles, this contract will expire at the mileage Term purchased. (For example, with the Term 72/100, i.e., seventy-two (72) months or one hundred thousand (100,000) miles, the contract will expire at one hundred thousand (100,000) 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 **IS** added to the mileage on the odometer at the time of purchase. This 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 8 WHAT IS NOT COVERED** by this Contract.

**"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.

**"OBLIGOR"** means the entity identified on the first page that is obligated to perform under this Vehicle Service Contract.

**"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.

**"SELLING DEALER"** means the Dealer described as such on this Vehicle Service Contract.

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

**"WAITING PERIOD"** means the thirty (30) Day and one thousand (1,000) mile time period after the **CONTRACT PURCHASE DATE** before coverage begins.

**"WARRANTY REMAINING"** If the **"WARRANTY REMAINING OPTION"** is selected, coverage begins thirty (30) days 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.

## 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**. The **SERVICE CONTRACT HOLDER** must keep all maintenance records, from the **CONTRACT PURCHASE DATE** 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 **SELLING DEALER** 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

1. Prevent Further Damage: Take immediate action to prevent further damage to **YOUR COVERED VEHICLE**. Any damage resulting from continued operation of an impaired vehicle will constitute failure to protect the **COVERED VEHICLE** and will not be covered under this Vehicle Service Contract.
2. Return **YOUR COVERED VEHICLE** to the **SELLING DEALER**: If **YOUR COVERED VEHICLE** is within sixty (60) miles of the **SELLING DEALER**, **YOU** must deliver the **COVERED VEHICLE** to the **SELLING DEALER** at the address shown on the **DECLARATIONS PAGE** of this Vehicle Service Contract.
3. Call the **ADMINISTRATOR** for instructions at 1-888-285-2567: If **YOUR COVERED VEHICLE** is more than sixty (60) miles from the **SELLING DEALER**, call the **ADMINISTRATOR** for instructions BEFORE **YOU** deliver **YOUR COVERED VEHICLE** to any repair facility other than the **SELLING DEALER**. To ensure coverage under the terms of this Vehicle Service Contract, authorization must be obtained from the **ADMINISTRATOR** PRIOR to teardown or repair if performed by any other repair facility. **YOU** are responsible for authorizing inspection or teardown of **YOUR COVERED VEHICLE** by the repair facility to determine the cause of **FAILURE**. If the **FAILURE** is not covered under this Vehicle Service Contract, **YOU** will be responsible for these costs. The **ADMINISTRATOR** and the **SELLING DEALER** reserve the right to inspect **YOUR COVERED VEHICLE** prior to any repair being made.
4. Emergency Repairs: If emergency repairs covered by this Vehicle Service Contract are required outside the **ADMINISTRATOR's** or **SELLING DEALER's** business hours, the **SERVICE CONTRACT HOLDER** 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, the **SERVICE CONTRACT HOLDER** should report the repairs to the **ADMINISTRATOR**. To report an emergency repair and obtain a reimbursement, please call 1-888-285-2567 for instructions. Emergency 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

This Vehicle Service Contract may be transferred 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 on **COVERED VEHICLE**, and a copy of the bill of sale 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. Once transferred, this Vehicle Service Contract is non-refundable. This Vehicle Service Contract is not transferable from vehicle to vehicle. This Vehicle Service Contract is 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

In the event the **COVERED VEHICLE** is repossessed, declared a total loss, or **YOU** give notice of cancellation, this Vehicle Service Contract shall terminate.

1. In the event of a valid repossession or total loss of the **COVERED VEHICLE**, the rights under this Vehicle Service Contract, which include cancellation, shall immediately transfer to the applicable lienholder, only if the lienholder is an outside financial institution not controlled by the **SELLING DEALER**.
2. **a.** This Vehicle Service Contract is cancellable by the **SERVICE CONTRACT HOLDER** or the lienholder. If the **SERVICE CONTRACT HOLDER** or the lienholder cancels this Vehicle Service Contract within the first sixty (60) days and no claims have been filed, the **SELLING DEALER** will refund the entire Vehicle Service Contract Price.  
**b.** If this Vehicle Service Contract is canceled by the **SERVICE CONTRACT HOLDER** or the lienholder after the first sixty (60) days or a claim has been filed, the **SELLING DEALER** will refund the amount of the unearned Vehicle Service Contract Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven relative to the plan selected.  
**c.** A fifty dollar (\$50.00) service fee will be deducted from all refunds for cancellations requested after the first sixty (60) days.
3. How to cancel: Provide the **SELLING DEALER** with: (1) The **SERVICE CONTRACT HOLDER** copy of this Vehicle Service Contract; (2) a brief letter signed by the **SERVICE CONTRACT HOLDER** requesting cancellation; (3) an affidavit indicating the true odometer reading on the date of the request. In the event of cancellation, the lienholder, if any, will be named on the cancellation refund check as their interest may appear.

## SECTION 6. CANCELLATION BY ADMINISTRATOR

The **ADMINISTRATOR** may terminate (cancel) this Vehicle Service Contract for any reason by mailing, via certified mail at least fifteen (15) days prior to termination, a notice of termination to **YOUR** last known address to include a statement of the reason for and effective date of termination and by tendering a refund as follows: If the **ADMINISTRATOR** cancels this Vehicle Service Contract, the refund will be calculated in accordance with paragraph 2 in **Section 5 CANCELLATION**.

## SECTION 7. WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT

### I. POWERTRAIN COVERAGE

Only those parts specifically listed below are covered.

- 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, exhaust manifold, 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):** Drive axle housing including 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 are covered when replaced in conjunction with a covered **FAILURE**.

### II. CLASSIC 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, bearings and shafts.
- B. Basic Electrical Group:** Alternator/generator, starter motor, front and rear wiper motors.
- C. 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, 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.

### III. VINTAGE COVERAGE

All POWERTRAIN and CLASSIC COVERAGE as listed above, plus:

- A. Air Conditioning Group:** Compressor, condenser, evaporator, expansion valve, receiver drier, blower motor, and heater control valve.
- B. Electrical Group:** 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.

### IV. ESTATE COVERAGE

All POWERTRAIN, CLASSIC and VINTAGE COVERAGE as listed above, plus:

- A. Brake Group:** Master cylinder, power brake cylinder, vacuum assist booster, hydro boost, disc brake caliper, wheel cylinders, compensating valve, metal brake hydraulic lines and fittings. 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.
- D. Seals and Gaskets:** This coverage option is included for covered components on Vehicles with less than one hundred twenty-five thousand (125,000) miles at **CONTRACT PURCHASE DATE**. Minor loss of fluid or seepage is considered normal and is not considered a **FAILURE**.

#### V. RESERVE 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 8 WHAT IS NOT COVERED.

#### VI. WRAP COVERAGE

This Vehicle Service Contract will cover approved repairs to any **FAILURE** of the parts of the **COVERED VEHICLE**, except for all components originally covered by Manufacturer's Powertrain Coverage as indicated in applicable Manufacturer's Warranty Booklet and those items listed in Section 8 WHAT IS NOT COVERED.

#### VII. SURCHARGES and OPTIONAL COVERAGE

**Enhanced Electrical Package:** Coverage is provided for the following factory installed devices if the surcharge has been paid and the option has been marked on **YOUR DECLARATIONS PAGE** – global positioning system (GPS), electronic control modules, instrument cluster, infrared systems, cruise control servo, proximity pass key and sensor, power antenna motor. This option is only available with a coverage level of Vintage or Estate.

**Business Use:** Coverage is provided if the Business Use surcharge has been 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.

**Seals and Gaskets:** **FAILED** seals and gaskets for covered components will be replaced if the Seals and Gaskets surcharge has been paid as specified on **YOUR DECLARATIONS PAGE** and the **COVERED VEHICLE** has less than one hundred twenty-five thousand (125,000) miles at **CONTRACT PURCHASE DATE**. Minor loss of fluid or seepage is considered normal and is not considered a **FAILURE**.

**Lift Kit/Tire Modifications:** Coverage is provided if the surcharge has been selected & paid as indicated on **YOUR DECLARATIONS PAGE**. Any **FAILURE** resulting from a professionally installed lift kit or tire modification (up to 4 inches), to an originally installed manufacturer component will be covered. Lift Kit/Tire Modifications above 4 inches are not covered.

#### VIII. ADDITIONAL BENEFITS (ALL Plans)

In order to obtain the additional benefits listed below, please call 1-888-810-5150.

- 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 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.
- 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.
- 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.
- 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.
- 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 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.

### SECTION 8. WHAT IS NOT COVERED

- 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.
- 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.
- 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, installation of header pipes, lift kits, vehicles lifted above 4 inches, or snow plow equipment or fittings.
- Any part, repair, or replacement thereof while covered by insurance, a manufacturer's warranty, recall program, factory service bulletins, or special policy.
- 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.
- 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 GAUGES, WARNING LIGHTS, OR AUDIBLE WARNING SOUNDS.**
- Any vehicle used for any form of competitive driving or racing.
- Any **COVERED VEHICLE** used for pulling a trailer with a gross vehicle weight in excess of 1,500 pounds unless the vehicle is equipped as recommended by the manufacturer.
- 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.
- Phones, Wireless Transmitting Devices, Television/VCR, DVD Players and LCD Screens, Satellite Radio, Electronic Device Software.
- 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.
- 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, 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, filters, glass lenses, 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, l.e.d. assemblies, light bulbs, lenses, wheels, tires, trim, moldings, bright metal, upholstery, paint, exhaust system (excluding exhaust manifold), brake rotors and drums, batteries, carburetor, throttle body assembly; (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. These services and replacements are required because of normal wear and use and are the **SERVICE CONTRACT HOLDER's** responsibility. Costs for these services and parts are not covered by this Vehicle Service Contract, regardless of the cause of failure.
- 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, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, hail, water, flood, freezing, malicious mischief, vandalism, war, riot or civil commotion, labor strikes, or other causes beyond the control of the ADMINISTRATOR.
- O. Incidental or consequential damages, such as loss of time, inconvenience 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 carboned piston rings or valve components.
- U. Mechanical breakdown caused by ruptured or damaged constant velocity boots (NOT APPLICABLE TO RESERVE OR WRAP 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. Damages for bad faith, punitive or exemplary damages, property damage (except as specifically stated in the Vehicle Service Contract), and attorney fees.
- X. Any vehicle not originally manufactured to U.S. specifications, commonly known as a grey market vehicle; salvaged vehicles or factory buybacks.
- Y. 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.
- Z. 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 lesser of the following aggregate amounts: (1) the Vehicle Purchase Price as shown on this Vehicle Service Contract; or (2) Powertrain - three thousand dollars (\$3,000.00); Classic - four thousand dollars (\$4,000.00); Vintage - five thousand dollars (\$5,000.00); Estate, Wrap and Reserve - the NADA retail value of the COVERED VEHICLE at time of current repair, or five thousand dollars (\$5000.00), whichever is greater.
- AA. WRAP COVERAGE ONLY: Any Powertrain-related FAILURE. All components originally covered by Manufacturer's Powertrain Coverage as indicated in applicable Manufacturer's Warranty Booklet.
- BB. Authorized covered repairs that have not been submitted to the ADMINISTRATOR within one hundred eighty (180) days from date of completed repairs.
- CC. Any claims submitted to the ADMINISTRATOR during the WAITING PERIOD.

### SECTION 9. FINANCE COMPANY DISCLOSURES

**For Ford Financial Financed Contracts Only: Section 8. WHAT IS NOT COVERED, Z.** is amended as follows: Accumulation of repair claims that exceed the following aggregate amounts: the NADA retail value of the COVERED VEHICLE at time of current repair.

**For Toyota Financial Services (Toyota Motor Credit Corporation) Financed Contracts Only: Section 8. WHAT IS NOT COVERED, Z.** is amended as follows: Accumulation of repair claims that exceed the following aggregate amounts: the NADA retail value of the COVERED VEHICLE at time of current repair. Item 2.c. in the Section 5 CANCELLATION is amended as follows: A twenty-five dollar (\$25.00) service fee will be deducted from all refunds for cancellations after the first sixty (60) days.

### SECTION 10. ARBITRATION PROVISION

**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 Vehicle Service Contract and all of his/her heirs, survivors, assigns and representatives. "WE" and "US" shall mean the ADMINISTRATOR identified above 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 Vehicle Service Contract or any prior Vehicle Service Contract, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Vehicle 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 1-(800)-778-7879. Upon written request WE will advance to YOU 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 Vehicle 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 amended or construed to permit class arbitration or arbitration on behalf of any individual other than YOU.** 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 of termination of this Vehicle 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 US 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.

### SECTION 11. PRIVACY POLICY

The ADMINISTRATOR is committed to respecting YOUR privacy rights. Accordingly, the ADMINISTRATOR maintains a firm policy of secrecy concerning its customer records just as YOU would expect from a responsible company. The ADMINISTRATOR restricts access to YOUR file to authorized personnel and applies numerous security measures to ensure that information included in it is not used by improper people or for improper purposes. The ADMINISTRATOR discloses YOUR nonpublic personal information only in limited circumstances where doing so is necessary to serve YOU better. The ADMINISTRATOR may share nonpublic personal information with its affiliates. In addition, while YOU are a customer, the ADMINISTRATOR may share certain nonpublic personal information, such as YOUR name, address, telephone number, COVERED VEHICLE description, and finance contract terms, with other companies that perform services for the ADMINISTRATOR. For example, the ADMINISTRATOR may disclose this information to another company that facilitates the renewal of YOUR Vehicle Service Contract, if YOU should choose to renew. Furthermore, the ADMINISTRATOR may share certain nonpublic personal information to determine eligibility, to process claims, or to otherwise fulfill its duties under its Vehicle Service Contracts. The ADMINISTRATOR never discloses any nonpublic personal information concerning former customers and other non-customers with nonaffiliated third parties. If YOU object to the ADMINISTRATOR sharing nonpublic personal information in this limited manner, or if YOU have any questions concerning this Privacy Policy, please contact the ADMINISTRATOR at 1-(800)-826-3207. The ADMINISTRATOR collects nonpublic personal information about the SERVICE CONTRACT HOLDER from information that the ADMINISTRATOR receives from the SELLING DEALER or the SERVICE CONTRACT HOLDER on applications or other forms. The ADMINISTRATOR does not disclose any nonpublic personal information about the SERVICE CONTRACT HOLDER to anyone, except as permitted by law. The ADMINISTRATOR restricts access to nonpublic personal information about the SERVICE CONTRACT HOLDER to those employees of the ADMINISTRATOR who need to know that information to provide products and services to YOU. The ADMINISTRATOR maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard the SERVICE CONTRACT HOLDER's nonpublic personal information.