

## Agreement Coverages and Overview

### SECTION 1 - DEFINITIONS

**Administrator/Obligor ("We", "Us", "Our"):** Dealer General Warranty, Inc., P.O. Box 470367, Celebration, FL 34747, Toll-Free: (800) 349-9179, Website: [www.dealergeneralwarranty.com](http://www.dealergeneralwarranty.com), Email: [claims@dealergeneralwarranty.com](mailto:claims@dealergeneralwarranty.com) who is the **Administrator/Obligor** to this Agreement. Florida License #: 57438.

**Breakdown:** The failure of a **Covered Part** under normal service due to defects in material or workmanship. A **Covered Part** has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-**Covered Parts**.

**Commercial Use:** A commercial use vehicle is defined as a vehicle registered to a business and/or for business purposes. Vehicles that are used in excess of manufacturer's G.V.W. or for excessive hauling and pulling are excluded from coverage hereunder. Tow trucks, snowplows, emergency vehicles, taxi cabs, livery and police vehicles are specifically excluded from coverage hereunder.

**Covered Part:** The eligible parts listed in the **Breakdown Coverage** section of this Agreement, Section Three, E. Schedule of Coverages for the specific coverage You purchased as listed on the **Schedule Page**. The listed parts must be factory installed equipment on **Your Vehicle** or replacement parts meeting the manufacturer's specifications.

**Deductible:** The amount indicated on the **Schedule Page** that **You** must pay for the repair or replacement of **Covered Parts** if a **Breakdown** occurs. **A Deductible does not apply to emergency roadside assistance, substitute transportation or trip interruption coverage.**

**Mileage Limit:** The maximum number of miles indicated on the **Schedule Page** that this Agreement shall be in force.

**Pre-Existing:** A condition and/or failure normally manifested through the gradual reduction in operating performance and whose condition may reasonably be assumed to have existed prior to the **Agreement Purchase Date**, or prior to the expiration of the **Validation Period**.

**Qualified Lift/Drop:** If the Optional Coverage Surcharge is selected on the **Schedule Page** and paid for, **Vehicles** with lift kits under 6 inches, or drops under 4 inches are covered.

**Repair Facility:** A franchised dealer or licensed **Repair Facility**.

**Ride Share:** A car service in which a person arranges a ride in a privately-owned vehicle (i.e. Uber, Lyft, or vehicles with a TLC license in New York City and New York.)

**Schedule Page:** The numbered document which is part of this Agreement where information regarding **You, Your Vehicle** and coverage options is shown.

**Term:** The maximum number of months indicated on the **Schedule Page** that this Agreement shall be in force.

**Validation Period** - This Agreement is subject to a validation period of (thirty (30) days and 1,000 miles) which begins on the date (as listed on the **Schedule Page**) that **You** purchased this Agreement and at **Your Vehicle's** odometer reading (as listed on the **Schedule Page**) on that date. There is no coverage during the **Validation Period**. Coverage begins upon the expiration of the **Validation Period**. The **Validation Period** expires when the time and mileage of the **Validation Period** as listed on the **Schedule Page** has elapsed, whichever occurs first.

**Vehicle:** The **Vehicle** covered by the terms and conditions of this Agreement as listed on the **Schedule Page**.

**Warranty:** Any **Warranty** of the manufacturer, state required **Warranty**, dealer **Warranty** or a **Repair Facility** guarantee.

**You, Your:** The purchaser(s) of this Agreement, or authorized transferee if this Agreement is transferred in accordance with Section Four, C. Transfer.

### SECTION 2 - EMERGENCY ROADSIDE ASSISTANCE COVERAGE

#### FOR EMERGENCY ROADSIDE ASSISTANCE COVERAGE YOU MUST CALL: (800) 349-9179

**ROADSIDE ASSISTANCE:** During the **Agreement Term**, Emergency Roadside assistance is available to **You** twenty-four (24) hours a day, every day of the year. **You will only have to pay for any non-covered expenses or covered costs in excess of Your one hundred dollars (\$100) per occurrence maximum. If Your Vehicle requires towing to the Repair Facility, the towing reimbursement is limited to the lesser of twenty-five (25) miles or one hundred dollars (\$100) per occurrence. Costs for mileage in excess of twenty-five (25) miles or one hundred dollars (\$100) will be Your responsibility. Your twenty-four (24) hour roadside assistance service begins on the Agreement Purchase Date shown on the Schedule Page and terminates on the expiration of this Agreement.** All of the services provided are described herein and are applicable throughout the United States, Alaska, and Hawaii. **Only one (1) disablement for the same service type during any seven (7) day period will be accepted. All benefits are subject to the limitations contained in SECTION F. WHAT IS NOT COVERED.**

- A. All roadside assistance benefits are administered by Dealer General Warranty, Inc., P.O. Box 470367, Celebration, FL 34747.
- B. This is not a reimbursement program. **You must contact Dealer General Warranty, Inc. first to dispatch services.** In the event that roadside assistance service is not obtainable through Dealer General Warranty, Inc., **You** will receive a refund of payment made by **You** according to the coverage limits outlined herein.
- C. **You** have the right to file a complaint by submitting a written complaint to Dealer General Warranty, Inc., P.O. Box 470367, Celebration, FL 34747, or call Toll-Free (800) 349-9179, or by email at [claims@dealergeneralwarranty.com](mailto:claims@dealergeneralwarranty.com).

For service, call Toll-Free (800) 349-9179, and a service vehicle will be dispatched to **Your** assistance. **Important: Please be with Your Vehicle when the service provider arrives, as they cannot service an unattended Vehicle. The following are covered emergencies, subject to a one hundred dollar (\$100) per occurrence limit:**

- A. **Towing Assistance:** When towing is necessary, **Your Covered Vehicle** will be towed to the closest licensed service facility or to any other location requested up to (25) miles.
- B. **Flat Tire Assistance:** Service consists of the removal of the flat tire and its replacement with **Your** good spare tire.
- C. **Fuel, Oil, Fluid, and Water Delivery Service:** An emergency supply of up to **three (3) gallons** of fuel, oil, fluid, and water will be delivered if **You are in immediate need. You must pay for the fuel or other fluid when it is delivered.**
- D. **Lock-out Assistance:** If **Your** keys are locked inside the **Covered Vehicle**, assistance will be provided to gain entry into the **Covered Vehicle**.
- E. **Battery Assistance:** If a battery failure occurs, a jump start will be provided to start **Your Vehicle**.

## SECTION 3 - BREAKDOWN COVERAGE

### B. BREAKDOWN COVERAGE

We will repair, replace, or have repaired or replaced any **Covered Part** which experiences a **Breakdown**. In case of Breakdown, You must follow the procedures in **SUBSECTION B, "IN CASE OF BREAKDOWN"**. We will reimburse You or Your Repair Facility for preauthorized expenses incurred, less the Deductible (if applicable) for the repair or replacement of a Covered Part. Such expense(s) are not to exceed the manufacturer's suggested retail price for a part and the Repair Facility's published hourly labor rate multiplied by the appropriate operation time as published in a national labor rate time guide. **REPLACEMENT MAY BE MADE WITH NEW, REMANUFACTURED OR USED PARTS, WHICH ARE OF A LIKE KIND AND QUALITY COMPARABLE WITH THE ORIGINAL DESIGN SPECIFICATIONS AND WEAR TOLERANCES OF YOUR VEHICLE, AT THE SOLE DISCRETION OF THE ADMINISTRATOR.**

### C. IN CASE OF BREAKDOWN

1. Take immediate action to prevent further damage. This Agreement will not cover damage caused by not securing a timely repair of the failed component.
2. If it is dangerous to operate Your Vehicle, or if operating Your Vehicle may cause further damage, You must have the Vehicle towed.
3. Take Your Vehicle to any state licensed Repair Facility.
4. You or the Repair Facility must call the Claim Department at (800) 349-9179 for approval prior to repairing or cleaning any parts.
5. You or the Repair Facility must provide an estimate of parts and labor costs in order to obtain approval. No claim payments will be made if Our Claim Department has not issued a claim approval reference number prior to repairing, replacing, or cleaning any parts.
6. You must authorize any charge(s) necessary to determine cause of failure. This includes necessary diagnostic and tear down charges. If it is determined that the failure does not constitute a Breakdown under the terms of this Agreement, You must pay for all diagnostic, tear down and repair charges.
7. You must cooperate in Our investigation of any Breakdown. You must allow Us to inspect Your Vehicle if We ask to do so. We have no obligation to inspect Your Vehicle or to certify its condition before or after covered repairs are completed.
8. You must, upon request, show Us and/or the Repair Facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications and/or provide documentation to prove ownership of the Vehicle.
9. Within thirty (30) days of the repair, You or Repair Facility must furnish Us with copies of the repair order and other requested receipts or documents. You must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation and, if applicable, emergency roadside assistance expenses. All receipts must be in Your name and must show the date(s), Vehicle description, and odometer reading at the time of the Breakdown, and Your Agreement number.

### C. SUBSTITUTE TRANSPORTATION COVERAGE

If Your Vehicle requires repair due to a Breakdown, even when that part is covered by a factory Warranty, We will reimburse You up to fifty dollars (\$50.00) per day for every 8 hours (or portion thereof) of labor time required to complete the repair, up to a maximum of seven (7) days. To qualify for the first day(s) reimbursement, the Vehicle must be inoperable or unsafe to drive requiring that it be retained by the Repair Facility overnight or the covered repair must exceed a minimum of four (4) hours labor, as defined in the current year manufacturer or other accredited flat rate repair manual. This coverage does not apply to the time waiting for parts, services, weekends, or other delays beyond the control of the Repair Facility or the Administrator. No Deductible will apply to this benefit.

### D. TRIP INTERRUPTION COVERAGE

In the event that Breakdown of a Covered Part occurs more than one hundred (100) miles from Your home and results in a repair facility keeping Your Vehicle overnight, We will reimburse You up to ninety dollars (\$90.00) per day for a maximum of three (3) days for receipted lodging and restaurant expenses incurred between the date of the Breakdown and the date on which the repairs are completed. The total benefit per Breakdown occurrence shall not exceed two hundred and seventy dollars (\$270.00).

### E. SCHEDULE OF COVERAGES

#### **BASIC COVERAGE**

**GASOLINE ENGINE** – All internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing belt/chain, timing chain gears, timing chain guides, timing belt/chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold; exhaust manifold; freeze plugs; throttle valve cable; engine mounts. **Cases, housings, engine block, oil pan and cylinder heads are covered only if damaged by the failure of an internal lubricated part.**

**DIESEL ENGINE** – If Diesel surcharge is selected on the **Schedule Page** and the surcharge has been paid, **We** will cover: all internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing chain, timing chain gears, timing chain guides, timing chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold; exhaust manifold; vacuum pump; freeze plugs; EGR cooler; throttle valve cable; engine mounts; glow plugs. **Engine block, oil pan and cylinder heads are covered only if damaged by the failure of an internal lubricated part.**

**TURBO CHARGER/SUPERCHARGER (factory installed only):** If Turbocharger/Supercharger surcharge is selected on the **Schedule Page** and the surcharge has been paid, Turbocharger/Supercharger Housing and all internal lubricated parts are covered.

**TRANSMISSION** – All internal lubricated parts within the transmission including torque converter, valve body, valve body shift solenoids, accumulator rings, accumulators, adjusters, bands, bearings, boost valve, center support chain, check balls, clips, clutch drums, clutch piston, clutch packs (**automatic transmission only**), control rings, counter shaft, detent valve, gears, governor, governor gear, output shaft, parking gear, planetary gears carrier, planetary gears, pressure regulator valve, pressure switches, ring gears, roll pins, separator plate, servo rings, servo sleeves, shift forks, shift shafts, shift valves, shifter shaft, snap rings, sprags, springs, sprockets, stator shaft, sun gear shell, sun gears, synchronizer hub, synchronizer key(s), synchronizer ring, synchronizer sleeves, synchronizer springs, synchronizer(s), transfer shaft. Transmission mounts; transmission mount bushings; drive axle shafts; constant velocity joints; flywheel/flexplate; transmission cooler; oil lines;

detent cable; detent cam; detent cam spring; front pump; front pump gears; front pump guide rings; front pump vanes; range selector cable; retainers; side cover; vacuum modulator; external switches and solenoids; electronic controller; back uplight switch; speed sensor; speedometer cable; neutral safety switch; auxiliary valve body; modulator valve; parking pawl; speedometer drive gear. **Transmission cases, housings, and transmission oil pan are covered only if damaged by the failure of an internal lubricated part.**

**TRANSFER CASE** - If 4X4/AWD surcharge is selected on the **Schedule Page** and the surcharge has been paid, **We** will cover: all internal lubricated parts within the transfer case including main shaft, output shafts, bearings, drive sprocket, synchronizers, planet carriers, shift forks, chain. **Transfer case is covered only if damaged by the failure of an internal lubricated part.**

**FRONT WHEEL DRIVE/REAR WHEEL DRIVE SYSTEM**– All internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; flex disc; half shafts; hub bearings; wheel bearings; yokes; lock ring; lock nuts. **Drive axle housing is covered only if damaged by the failure of an internal lubricated part.**

**FOUR WHEEL DRIVE/ALL WHEEL DRIVE SYSTEM** - If 4X4/AWD surcharge is selected on the **Schedule Page** and the surcharge has been paid, **We** will cover: all internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; flex disc; half shafts; wheel bearings; yokes; lock ring; lock rings; Automatic locking hubs; manual locking hubs; hub bearings; four wheel drive actuator motor; front axles; front drive shaft; four wheel drive engagement switch. **Drive axle housing is only covered if damaged by the failure of an internal lubricated part.**

**SEALS AND GASKETS**- Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered. **Coverage will expire when Your Vehicle reaches 150,000 miles as indicated on Your odometer or the expiration of the term of this Agreement, whichever occurs first. After 150,000 miles, seals and gaskets will be covered only if required in conjunction with a covered repair.**

### **STANDARD COVERAGE**

Parts covered include but are not limited to all components listed in **Basic Coverage** in addition to the following:

**AIR CONDITIONING AND HEATING** – Heater core; blower motor; air conditioning compressor; air conditioning compressor clutch; air conditioning compressor pulley; air conditioning condenser; air conditioning evaporator; air conditioning receiver dryer; air conditioning orifice tube; air conditioning expansion valve; air conditioning power module, controller and relay; air conditioning and heating dash control unit/temperature control programmer; accumulator; heater control valve; high/low cut-off switches; cycling switch; idler pulley; idler pulley bearing; serpentine belt tensioner; electronic temperature control sensors; temperature sensor internal; ambient temperature sensor. **Refrigerant only if needed in conjunction with the repair of a Covered Part.**

**COOLING SYSTEM** – Water pump; belt tensioners; radiator; thermostat; oil cooler; cooling fan clutch; cooling fan electric motors; fan blade assembly; coolant reservoir sensor.

**GASOLINE FUEL SYSTEM** – Fuel tank; fuel sending unit; fuel pump; fuel injectors; fuel injection rails; fuel pressure regulator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; warm up regulator.

**DIESEL FUEL SYSTEM** – If Diesel surcharge is selected on the **Schedule Page** and the surcharge has been paid, **We** will cover: fuel tank; fuel sending unit; fuel pump; high pressure fuel pump; lift pump; accessory vacuum pump and injector pump; fuel injectors; fuel distributor; fuel pressure regulator; fuel/water separator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; warm up regulator.

**ELECTRICAL** – Alternator, voltage regulator; distributor (**excludes cap, rotor and spark plug wires**); distributor shaft; distributor bushings; distributor gear; distributor housing; horns; oil pressure sending unit; engine management sensors; all wiring harnesses; ignition coil; ignition module; ignition switch; ignition lock cylinder; main electronic control unit; powertrain control module; transmission control module; body control module; anti-theft system; anti-theft system switches, sensors and siren; starter motor; starter solenoid; starter drive; convertible top engagement switch and motor only; cruise control module; cruise control switch; cruise control cancellation switch; cruise control resume switch; power door lock actuators; power door lock solenoids; head lamp door motors only; primary instrument cluster; electronic driver information display, display module and power supply; dome and map light assemblies; power seat motor and transmission; seat heater assembly; brake light switch; defogger switch; rear defroster; headlight switch; power mirror switch; power mirror heating elements; sunroof switch; back up light switch; turn signal switch; washer pump switch; window switches; wiper switch; trunk lid release switch; trunk lid release activator and motor; washer pump motor; windshield wiper motor; rear wiper motor; headlight wiper motor; power window motor; power window gear; power window regulator; power window lift tape; power mirror motor; safety restraint system; air bag; air bag control module; air bag sensors and switches; impact sensors; illuminated visors.

**SUSPENSION** – Upper and lower control arms; control arm shafts and bushings; radius arm and bushings; trailing arm; track bar; stabilizer shaft, links, and bushings; upper and lower ball joints; torsion bars; torsion bar mounts; torsion bar bushings; coil springs; leaf springs; steering knuckles; spindles; steering dampener; electronic height level sensor; electronic height level controller; electronic height level air compressor; compressor relay; mode switch; wheel bearings; wheel seals.

**BRAKES** – Brake master cylinder; brake power assist boosters; brake power assist valves; disc brake calipers; bleeders; brake adjusters; backing plates; brake pedal apply pin; wheel cylinders; combination valve; proportioning valve; metering valve; brake hydraulic lines and fittings; vacuum and fluid reservoirs; hydro boost unit; parking brake cable; pressure differential switch; brake fluid level sensor; residual pressure check valve; return spring; self-adjuster mechanism; springs clips and retainers; parking brake lever; parking brake ratchet assembly.

**ABS SYSTEM** – ABS booster; ABS pump/motor; ABS control processor; ABS dump valve; ABS sensors; ABS solenoids; ABS electronic control compressor; ABS hydraulic control unit; ABS modulator valve; ABS compensating valve; ABS accumulator.

**STEERING** – Steering gear; rack and pinion; rack and pinion mounts and bushings; power steering pump; power steering hoses and couplings; power steering cooler; steering main and intermediate shafts; steering column; steering column bearings; steering column couplers; electronic power steering motor; steering box; pitman arm; idler arm; tie rods; drag link; tilt wheel mechanism; rack bellows; center link; control valve; relay rod.

**SEALS AND GASKETS**- Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered. **Coverage will expire when your vehicle reaches 150,000 miles as indicated on your odometer or the expiration of the term of this Agreement, whichever occurs first. After 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.**

### **PRO COVERAGE**

Parts covered include but are not limited to all components listed in **Standard Coverage** in addition to the following:

**AUDIO** – (**Factory installed only**) AM radios, AM/FM radios, satellite radios, antenna motor, cassette players, CD players, and CD changers (**excluding speakers and graphic equalizers**).

**HYBRID SYSTEM** – IMA control unit for battery; IMA control unit for electric motor; junction board assembly; IMA motor stator assembly; IMA motor rotor assembly; PDU unit(pre-driver); PDU converter.

**ENTERTAINMENT AND NAVIGATION** – (Factory installed only) DVD players, VHS players, and navigation equipment.

### **FACTORY WRAP COVERAGE**

We will provide coverage for any **Breakdown of Your Vehicle**, less the selected **Deductible**, except for items listed under **Subsection F, "WHAT IS NOT COVERED"**. Factory Wrap Coverage is intended to cover the components that the manufacturer covered under their original basic **Warranty** once the initial phase of the manufacturer's **Warranty** has expired AND while the **Vehicle** is still covered under the manufacturer's powertrain **Warranty**.

**FACTORY WRAP COVERAGE WILL COVER ALL APPROVED REPAIRS FOR ANY FAILURE EXCEPT ANY COMPONENT THAT WAS ORIGINALLY COVERED UNDER THE MANUFACTURER'S POWER TRAIN WARRANTY AS INDICATED BY THE MANUFACTURER FOR YOUR YEAR AND MODEL VEHICLE, AND FOR THOSE ITEMS LISTED IN EXCEPTIONS TO FACTORY WRAP COVERAGE.**

**FACTORY WRAP COVERAGE TERM:** Factory Wrap Coverage will start at the Agreement Purchase Date and will remain in effect for the lesser of the duration chosen or the expiration of the manufacturer's power train **Warranty**.

#### **EXCEPTIONS TO FACTORY WRAP COVERAGE:**

1. all maintenance related items and the following parts including, but not limited to: light bulbs, including Xenon and H.I.D. lights, belts, hoses, filters, lubricants, coolants, spark plugs, glow plugs, batteries, brake pads, rotors, drums, system restraint sensors and airbags, all exhaust system components, including the catalytic converter, paint, tires, wheels, and rims, body components, glass/plastic, factory recommended services.
2. services suggested, factory warranty recalls or technical service bulletins that the manufacturer has taken financial responsibility for.
3. any repair where the component has not broken or failed.
4. factory Wrap Coverage does not cover components which are not worn beyond manufacturer's service limits or Failed.
5. exhaust system including catalytic converter, other than exhaust manifolds.
6. rust or corrosion damage, all body repairs, convertible tops, air or water leaks or damage they cause, squeaks, rattles, sun damage, and any weather stripping.
7. any part, component, computer, module, control unit or related failure that was originally covered under the manufacturer's power train Warranty for the Vehicle year and model.
8. unless the optional hi-tech coverage is selected, OnStar systems, satellite receivers of any type, GPS systems, sound systems, radio and stereo units, wireless transmitters, audio visual units or displays, televisions, DVD players, software for any onboard electronics, MP3 players, any electronic interfaces are not covered.
9. any item listed in Subsection F, "WHAT IS NOT COVERED"

### **ELITE COVERAGE**

We will provide coverage for any **Breakdown of Your Vehicle**, less the selected **Deductible**, except for items listed under **Subsection F, "WHAT IS NOT COVERED"**.

### **OPTIONAL COVERAGE SURCHARGES**

Optional Coverage(s) applies when the Optional Coverage is selected on the **Schedule Page** and the surcharge has been paid.

**Wear & Tear Coverage** - We agree to provide coverage for covered components that are worn beyond manufacturer's specifications.

**Seals & Gaskets** - We agree to the replacement of seals and gaskets which are leaking fluids (lubricants or coolant). **Slight seepage is not considered to be a covered repair (size of a quarter in 24 hours).** (Note: Vacuum leaks are not covered)

**Commercial / Rideshare** - We agree to provide coverage for any **Vehicle** licensed or used for business purposes, including delivery services or a contractor. **Excluded vehicles include taxis, emergency, police, limo, shuttles, rental, tow, and dump vehicles.**

**Hi-Tech Coverage** - When selected on the Schedule Page, We agree to provide coverage on the following components: OnStar systems, satellite receivers of any type, GPS systems, sound systems, radio and stereo units, wireless transmitters, audio visual units or displays, televisions, DVD players, software for any onboard electronics, MP3 players, any electronic interfaces.

**Our maximum limit of liability for all these optional covered components shall not exceed \$3,000 in the aggregate.**

#### **F. WHAT IS NOT COVERED**

1. **PARTS AND SERVICES NOT COVERED** - This Agreement does NOT provide coverage for any of the following parts or services:
  - a. Interior maintenance, adjustment and wear items including buttons, carpet, water leaks, dash pad, door and window handles, knobs, rearview mirror (glass and housing), and trim.
  - b. Exterior maintenance, adjustment and wear items including but not limited to glass, service adjustments for body parts, bright metal, bumpers, body panels, door handles, latches, hinges, moldings, outside ornamentation, convertible or vinyl tops, paint rust, sheet metal, side-view mirrors (glass and housing), air and water leaks, weather strip, wheel covers/ornaments, wind noise, and physical damage to alignment, bumper, or body parts.
  - c. Service adjustments/cleaning, a contaminated fuel system, air conditioning recharge, batteries, hybrid batteries, battery cables, fuses, relays, bolts and fasteners, belts, brakes (drums, shoes, linings, disc rotors and pads), exhaust system (including catalytic converter), lights (bulbs, sealed beam and lenses), manual clutch, pressure plate throw out bearings, clutch master or slave cylinder, manual transmission clutch disc and lining, shock absorbers, spark plugs and wires, squeaks or other noises, tires, tune-ups, wheel balancing and alignment, wheel studs, wiper blades, shop

supplies, friction materials, glass, hoses (except steering and air conditioning). Filters, lubricants, coolants and refrigerants will be covered only if replacement is required in connection with a Breakdown.

- d. A replacement part not supplied by the Vehicle manufacturer, unless it is of a kind and quality compatible with the design specifications and wear tolerances of the vehicle manufacturer.
  - e. Cases, housing, engine block and cylinder heads are covered only if damaged by the failure of an internally lubricated part.
  - f. Graphic equalizers, DVD players, VHS players, speakers, visual and other electronic equipment (including game systems), telephones, radar detectors and GPS equipment (unless factory installed), and electronic transmitting/receiving devices.
  - g. Seals and Gaskets on Covered Parts are not covered for premature failure on vehicles with over 150,000 miles on the odometer at the time of failure.
  - h. Mobility/Upfit is not covered unless the Mobility/Upfit optional surcharge is selected on the Schedule Page and paid for.
  - i. Hybrid vehicles are not covered unless the optional surcharge is selected on the Schedule Page and paid for.
  - j. Dual Rear Wheel vehicles are not covered unless the optional surcharge is selected on the Schedule Page and paid for.
  - k. Gray/Salvage vehicles are not covered unless the optional surcharge is selected on the Schedule Page and paid for.
2. **VEHICLES NOT COVERED** - This Agreement does NOT provide coverage for any of the following vehicles:
- a. Vehicles not certified for sale within the United States, salvaged vehicles, vehicles that have been declared a total loss, and vehicles that have been sold for scrap.
  - b. Trucks or vans with a Gross Vehicle Weight (GVW) in excess of 13,300 lbs.
  - c. Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, motor pool vehicles, or any type of emergency vehicle.
  - d. Vehicles used for on or off road racing or vehicles which are equipped or used for towing in excess of what is recommended by the manufacturer.
  - e. Vehicles with modifications or alterations to the powertrain, exhaust system and suspension that do not meet manufacturer's specifications or are not approved by the Vehicle manufacturer, including but not limited the failure of any custom or add-on part, all frame or suspension modifications not recommended by manufacturer, lift kits over 6 inches, drops exceeding 4 inches, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches (unless factory installed). Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.
3. **CONDITIONS NOT COVERED** - This Agreement does NOT provide coverage under any of the following circumstances/conditions:
- a. Any repair(s) and/or replacement(s) not authorized by Us prior to the commencement of any repair(s) or for loss, damage or expense arising from or incurred in connection with repairs performed without receipt of prior authorization from Us.
  - b. Loss, damage or expense resulting directly or indirectly from an intentional, dishonest, fraudulent, criminal or illegal act committed by You, Your employee or agent, or occurring due to confiscation or repossession.
  - c. A breakdown caused by accident, civil commotion or riot, nuclear contamination, collision (including roadbed collision) or upset, glass breakage, earthquake, explosion, falling objects, fire or smoke, flood, fluid contamination, freezing, fuel contamination, fuels containing more than 10% ethanol, Biofuel, gas with lower octane rating than required by the manufacturer, use of motor oil, or any other type of lubricant that is not recommended by the manufacturer, hail, lightning, malicious mischief, oil contamination, rust or corrosion, theft or larceny, vandalism, water, water contamination, windstorm and other external forces or events.
  - d. Breakdown of any part which the United States Environmental Protection Agency (EPA) has determined to be emission related, which is included on a current list published by the EPA of such parts, and which is within the EPA time and mileage emissions warranty period.
  - e. Any loss, damage, or expense normally covered by a standard automobile insurance policy including personal or property liability coverages, comprehensive coverages or uninsured motorist coverages.
  - f. When the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drivetrain, major component or full coverage warranties, or a repairer's guarantee/warranty (regardless of the manufacturer's or repairer's ability to pay for such repairs) or event of a breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service campaigns.
  - g. A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense, including but not limited to technical service bulletins.
  - h. Breakdown of a covered part caused by a non-covered part.
  - i. Components or parts which have not failed or resulted in a Breakdown, but are replaced based on the manufacturer's or the repair facility's recommendation.
  - j. A breakdown caused by negligence, misuse, improper servicing or failure by You to perform manufacturer required/recommended maintenance services.
  - k. A breakdown caused by the lack of proper and necessary amounts of coolants or lubricants or caused by sludge buildup, contaminant(s), or foreign object(s).
  - l. A breakdown of any part if the odometer is inoperative for more than one (1) month or 1,000 miles or has been tampered with or has been disconnected subsequent to Your purchase of the Vehicle.
  - m. Damage caused by Your failure to take reasonable precautions to prevent damage when an apparent problem exists (e.g., change in engine temperature condition, unusual noises, leaking fluids, shaking, unusual shifting, etc).
  - n. A breakdown or repair occurring outside the United States, its territories and possessions, or Canada.

- o. Any fees or expenses charged for the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials.
- p. Any breakdown occurring before Breakdown Coverage takes effect. Coverage begins upon the expiration of the Validation Period.
- q. If the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- r. Incidental or consequential damages, except as expressly provided otherwise in this Agreement, including personal injury, physical damage, loss of use, loss of time, storage charges, inconvenience and commercial loss.
- s. Any PRE-EXISTING condition including any Covered Part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.
- t. All COVERED PARTS not in good working order prior to sale for the Vehicle.
- u. Roadside Assistance Exclusions: The following are not covered under the Emergency Roadside Assistance: (1) Cost of parts, fluids, lubricants, or cost of fuel, material, additional labor relating to towing, or the cost of installation of products; (2) Non-emergency mounting or removing of any tires, snow tires, off-road tires, or similar items; (3) Tire Repair at any location other than a roadside disablement site; (4) Trucks over one and a half ton capacity; (5) Service for any vehicles in tow; (6) Any and all fines; (7) Damage or disablement due to fire, flood or vandalism; (8) Towing from a service station, garage or repair shop; (9) Service or repair work performed at a service station, garage or repair shop; (10) Service on a Vehicle that is not in a safe condition to be towed; (11) Non-emergency towing or other non-emergency service; (12) Impound towing or towing by other than an authorized service provider; (13) A second tow for the same disablement; (14) Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.; (15) Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law; (16) Vehicle storage charges; (17) Coverage will not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Vehicle in the commission of a felony; (18) Repeated service calls for a Vehicle in need of routine maintenance or repair. (19) Service secured through any other source other than this program. Only one disablement during any seventy-two (72) hour period will be accepted.

## G. YOUR RESPONSIBILITIES

You must keep all fluids at proper levels and have Your Vehicle checked and serviced in accordance to the manufacturer's recommendations, as outlined in the owner's manual for Your Vehicle. If You do not have an owner's manual for Your Vehicle, You may contact Us and the servicing recommendations will be provided to You. Your owner's manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the normal or severe maintenance schedule that applies to Your driving habits and conditions. If You do not follow these recommendations and such failure causes a Breakdown, further damage or unnecessary repairs, coverage under this Agreement will be denied or reduced. You must retain all sales receipts, invoices, or work orders showing the date, odometer mileage, a description of Your Vehicle, the vehicle identification number (VIN), and the maintenance services performed, including parts and fluids used to complete these services. Maintenance services necessary to meet the requirements of this Agreement must be performed at a commercial Repair Facility that is not owned or operated by You. Hand-written receipts, invoices, or work orders will not be accepted. You must take reasonable precaution to protect Your Vehicle from damage or further damage. If You notice a problem with Your Vehicle (e.g., change in engine temperature, unusual noises, leaking fluids, shaking, unusual shifting, etc.) it is Your responsibility to take appropriate action immediately. If You do not take reasonable precaution to protect Your Vehicle from damage or further damage, coverage under this Agreement will be denied or reduced.

## SECTION 4 - AGREEMENT GENERAL PROVISIONS

### A. AGREEMENT GENERAL PROVISIONS

1. If We ask, You agree to assist Us in enforcing Your rights against any manufacturer or Repair Facility that may have responsibility to You for the cost of repairs covered under this Agreement.
2. We may require You to assign Your rights of recovery against others in the event that We pay for any claim made under this Agreement. We will not pay for any claim hereunder if You impair these rights of recovery. You may not waive Your right(s) to recover from others.
3. If more than one service agreement/contract, Warranty or insurance policy can be applied to a claim, coverage under this Agreement shall be excess over all other such coverage(s), whether collectible or not. However, when You are required to pay a deductible for a Breakdown covered under another service agreement/contract, Warranty or insurance policy, this Agreement will reimburse You for such deductible if the Breakdown would have been covered under this Agreement. The maximum benefit per each covered Breakdown deductible reimbursement shall be one hundred dollars (\$100.00).

### B. LIMITS OF LIABILITY

The total of all benefits paid or payable under this Agreement shall not exceed the purchase price of the Vehicle (excluding all dealer fees, taxes, document fees, or any other fees or add-ons), on the Agreement Purchase Date. The liability of anyone performing under this Agreement for incidental or consequential damages arising from performance or failure to perform under this Agreement or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Agreement, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss.

### C. TRANSFER

Conditions and rights regarding transfer in the state where You purchased this Agreement may be different from the conditions and rights set forth in this subsection. Please read SECTION 6, "SPECIAL STATE DISCLOSURES AND/OR REQUIREMENTS" for the state in which You purchased this Agreement. This Agreement applies only to You and the Vehicle listed on the Schedule Page. This Agreement cannot be transferred to or from an automobile dealer. We will allow a transfer of this Agreement only if each of the following conditions, if applicable, are met:

1. You have requested a transfer request form from Us within fifteen (15) days of the change of ownership of the Vehicle.

2. Within thirty (30) days of change of ownership You provide Us with the following:
  - a. Copies of sales receipts, invoices or work orders showing the date, mileage, and service(s) performed to evidence that all of the manufacturer's maintenance requirements have been met.
  - b. Documented certification of the Vehicle's odometer reading at the time of ownership transfer.
  - c. If applicable, copies of all documents sent to the manufacturer to effect transfer of Your factory Warranty. Any remaining manufacturer's Warranty must also be transferred at the same time as Vehicle ownership transfer.
  - d. A transfer fee of fifty dollars (\$50.00). Only a check or a money order will be accepted.
  - e. The completed transfer request form with all required signatures.
3. If the transferee does not receive a confirmation of transfer within forty five (45) days after change of ownership, the transferee should notify Us.

#### D. PAYMENT PLAN PROVISIONS

In the event the purchase price of **Your Agreement** is being paid for through a Payment Plan (or its equivalent) which is terminated for non-payment, the Term and Mileage Limit of this Agreement will be modified to reflect the portion of the Agreement that **You** have paid for. The modified Term and Mileage Limit of the Agreement will be calculated on a pro-rata basis by adding the time and mileage that **You** have paid for to the Agreement Purchase Date and Vehicle Odometer Mileage on the Agreement Purchase Date as listed on the **Schedule Page**. **You** may contact the **Administrator** toll-free at (800) 349-9179 to obtain the modified Term and Mileage Limits.

#### E. FINANCIAL AGREEMENTS

If this Agreement was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this Agreement for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this Agreement and no refund will be due and no claims will be approved.

#### F. RENEWABLE COVERAGE

All Vehicle Service Agreements may be replaced upon expiration in accordance with the guidelines outlined herein. The request for replacement must be made at least 30 days and/or 1,000 miles prior to the expiration of the Vehicle Service Agreement in order to qualify for a Replacement Agreement. The **Vehicle** must meet the then current underwriting guidelines relative to the **Vehicle** eligibility and Coverage availability. If all the above criteria are met, **We** may issue a Replacement Vehicle Service Agreement. A Vehicle Service Agreement may be issued subject to the payment of the amount due on the type of **Vehicle** being covered, for the Plan purchased, pursuant to the then current rates and guidelines.

#### G. CANCELLATION

**Cancellation by You:** **You** may cancel this **Agreement** at any time by submitting a written request to the **Dealer** or **Us** including a copy of **Your Agreement**. If **You** cancel this **Agreement** within the first sixty (60) days of the **Agreement** Purchase Date, **You** will receive a full refund of the **Agreement** Purchase Price, less any claim(s) paid. If **You** cancel this **Agreement** after sixty (60) days from the **Agreement** Purchase Date, **You** will receive a pro-rated refund of the **Agreement** Purchase Price, based on the lesser of days in force or miles driven compared to the total **Agreement** Term, less claim(s) paid and less a cancellation fee equal to the lesser of fifty dollars (\$50.00) or ten percent (10%) of the amount of the pro-rated refund. Refunds will be payable to **You** or the Lienholder, if applicable. In the event of **Your** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Dealer** receives notice of the request to cancel or sooner if required by state law.

**Cancellation by Us:** **We** may only cancel this **Agreement** for non-payment, material misrepresentation, or fraud by **You**. If **We** cancel this **Agreement** within the first sixty (60) days of the **Agreement** Purchase Date, a full refund of the **Agreement** Purchase Price will be issued, less any claims paid. If **We** cancel this **Agreement** after the first sixty (60) days of the **Agreement** Purchase Date, a pro-rata refund of the total **Agreement** Purchase Price, based on the greater of the days in force or the miles driven compared to the total **Agreement** Term, will be issued. **We** will not charge a cancellation fee if this **Agreement** is cancelled by **Us**.

If **We** cancel this **Agreement**, notice outlining the specific nature of the reason for cancellation and the date of cancellation will be mailed to **You** at least five (5) days prior to the date of cancellation. **We** are liable for any claim reported if the claim is reported and approved prior to the effective date of cancellation and is covered by the **Agreement**. In the event of **Our** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the effective date of cancellation by **Us** or sooner if required by state law.

**Cancellation by Lienholder:** If the **Vehicle** has been financed, the Lienholder may cancel this **Agreement** for non-payment, or if the **Vehicle** has been declared a total loss or has been repossessed. The rights under this **Agreement** are transferred to the Lienholder and the Lienholder is also entitled to any refund. If the Lienholder cancels this **Agreement** within the first sixty (60) days of the **Agreement** Purchase Date, a full refund of the **Agreement** Purchase Price, less any claim(s) paid, will be provided. If the Lienholder cancels this **Agreement** after sixty (60) days from the **Agreement** Purchase Date, a pro-rated refund of the **Agreement** Purchase Price, based on the lesser of days in force or miles driven compared to the total **Agreement** Term, less claim(s) paid and less a cancellation fee equal to the lesser of fifty dollars (\$50.00) or ten percent (10%) of the amount of the pro-rated refund, will be provided. In the event of Lienholder cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Dealer** receives notice of the request to cancel or sooner if required by state law.

The full refund period in the **Cancellation by You**, **Cancellation by Us** and **Cancellation by Lienholder** sections has been extended to sixty (60) days to include the **Validation Period**.

#### H. ARBITRATION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO THIS AGREEMENT AND YOUR DEALINGS WITH US MUST BE RESOLVED THROUGH BINDING ARBITRATION.

1. Arbitration is a method of resolving any claim, dispute, or controversy without filing a lawsuit. In this Arbitration Provision, **You** and the **Administrator** (the "Parties") are waiving our right to go to court and are agreeing instead to submit any claims, disputes, or controversies between the Parties to binding arbitration. This Arbitration Provision sets forth the terms and conditions of our agreement to

binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce, and the Federal Arbitration Act ("Act") applies to this Arbitration Provision.

2. The Parties agree to resolve all claims, disputes, and controversies (collectively "Claims") related in any way to this **Agreement** by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this **Agreement** and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope, and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this **Agreement**, **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this **Agreement** between or among the Parties.
3. **YOU AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING YOU FROM PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.**
4. The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be governed pursuant to the AAA Consumer Arbitration Rules (the "Code"). The arbitration will take place before a single, neutral arbitrator is selected in accordance with the Code in effect at the time the arbitration is commenced. **You** have a right to attend the arbitration hearing in person. **You** may choose to have any arbitration hearing held in the county that **You** live in, the closest AAA location to **Your** residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879.
5. If **You** initiate arbitration with AAA, **You** must pay any AAA filing fee in effect at the time **You** initiate arbitration. **We** will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator's services. If **We** initiate arbitration against **You**, **We** will pay **Your** filing fee and all costs associated with the arbitration. **We** shall bear the expense of **Your** reasonable and actual attorney's fees, as determined by the arbitrator, regardless of which party prevails in the arbitration; provided, however, in the event the arbitrator determines one or more of **Your** Claims to be frivolous, **You** shall bear all of **Your** own expenses, including all attorney's fees.
6. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.
7. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court rather than in arbitration.
8. NOTHING HEREIN IS INTENDED OR SHOULD BE CONSTRUED AS CONSENT TO CLASS ACTION OR REPRESENTATIVE ARBITRATION. BY SIGNING THIS **AGREEMENT**, THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO AGREEMENT OF ANY KIND BETWEEN THE PARTIES TO CONDUCT ANY ARBITRATION ON A CLASS ACTION OR COLLECTIVE BASIS, BY **YOU** AS A REPRESENTATIVE OF OTHERS, A PRIVATE ATTORNEY GENERAL, OR A MEMBER OF A CLASS. THE PARTIES COLLECTIVELY AND **YOU**, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATION OF ANY CLAIM HEREUNDER ON A CLASS-ACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.
9. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding **Your** waiver of class-action rights or the Parties' acknowledgment of no agreement as to class arbitration are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety.
10. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this **Agreement** or any prior agreement, this Arbitration Provision governs.
11. **YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US VIA CERTIFIED MAIL WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THIS AGREEMENT.**

#### I. FOR ASSISTANCE

In the event of a **Breakdown**, cancellation, transfer, or for any other questions or concerns, call (800) 349-9179 Toll-free. For emergency roadside assistance, call (800) 349-9179 Toll-free.

#### SECTION 5 - INSURANCE STATEMENT

**Our** obligations under this **Agreement** are insured under an insurance policy issued by Old Republic Insurance Company, Tulsa Branch, 8282 South Memorial Drive, Suite 202, Tulsa, OK 74133, Phone: 800-331-3780.

In the event the **Obligor** fails to pay or provide service on an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Old Republic Insurance Company. To do so, please call toll-free 800-331-3780 for instructions.

#### LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:

**You** agree and acknowledge that **You** have paid an additional fee for this **Agreement** that is separate and apart from the purchase price **You** paid for the Vehicle. Because of that separately stated consideration, **You** agree and acknowledge that this **Agreement** is not part of the basis of the bargain for **Your** purchase of the Vehicle. **You** further agree and acknowledge that **We**, the Administrator/**Obligor** under this **Agreement**, are not the supplier of the Vehicle. Consequently, this **Agreement** is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this **Agreement** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

**LIMITATION OF LIABILITY: THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.**

## SECTION 6 - SPECIAL STATE DISCLOSURES AND/OR REQUIREMENTS

The following SPECIAL STATE DISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) herein to the contrary. **We** have made every effort to include all required state notices; however, should a required notice be in effect as of the date **You** purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

**ALABAMA:** The **CANCELLATION OF THIS AGREEMENT** section is amended as follows: The cancellation fee shall not exceed twenty-five dollars (\$25.00). If **You** cancel this **Agreement** within sixty (60) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of this Agreement to **Us**. The Lienholder, if any, will be named on a cancellation refund check as their interest may appear.

**FLORIDA:** **CANCELLATION OF THIS AGREEMENT** section is deleted in its entirety and replaced with the following:

**Cancellation by You:** **You** may cancel this **Agreement** at any time by submitting a written request to the **Dealer** or **Us** including a copy of **Your Agreement**. If **You** cancel this **Agreement** within the first ninety (90) days of the **Agreement** Purchase Date, **You** will receive a full refund of the **Agreement** Purchase Price, less any claim(s) paid or made. If **You** cancel this **Agreement** after ninety (90) days from the **Agreement** Purchase Date, **You** will receive a pro-rated refund of the **Agreement** Purchase Price, based on the lesser of days in force or miles driven compared to the total **Agreement Term**, less claim(s) paid and less a cancellation fee equal to the lesser of fifty dollars (\$50.00) or ten percent (10%) of the amount of the pro-rated refund. Refunds will be payable to **You** or the Lienholder, if applicable. In the event of **Your** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Dealer** receives notice of the request to cancel or sooner if required by state law.

**Cancellation by Us:** If **We** cancel this **Agreement** within the first ninety (90) days of the **Agreement** Purchase Date, a full refund of the **Agreement** Purchase Price will be issued, less any claims paid. After this **Agreement** has been in effect for ninety (90) days, it cannot be cancelled by **Us** unless there has been a material misrepresentation or fraud at the time of sale of the **Agreement**; **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer; the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or for nonpayment of the **Agreement** Purchase Price by **You**, in which case **We** shall provide **You** notice of cancellation by certified mail. If **We** cancel this **Agreement** after ninety (90) days, **You** will be refunded one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, based on the greater of the days in force or the miles driven compared to the total **Agreement Term**. **We** will not charge a cancellation fee if this **Agreement** is cancelled by **Us**.

If **We** cancel this **Agreement**, notice outlining the specific nature of the reason for cancellation and the date of cancellation will be mailed by certified mail to **You** at least five (5) days prior to the date of cancellation. **We** are liable for any claim reported if the claim is reported and approved prior to the effective date of cancellation and is covered by the **Agreement**. In the event of **Our** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the effective date of cancellation by **Us** or sooner if required by state law.

**Cancellation by Lienholder:** If the **Vehicle** has been financed, the Lienholder may cancel this **Agreement** for non-payment, or if the **Vehicle** has been declared a total loss or has been repossessed. The rights under this **Agreement** are transferred to the Lienholder and the Lienholder is also entitled to any refund. If the Lienholder cancels this **Agreement** within the first ninety (90) days of the **Agreement** Purchase Date, a full refund of the **Agreement** Purchase Price, less any claim(s) paid or made, will be provided. If the Lienholder cancels this **Agreement** after ninety (90) days from the **Agreement** Purchase Date, a pro-rated refund of the **Agreement** Purchase Price, based on the lesser of days in force or miles driven compared to the total **Agreement Term**, less claim(s) paid and less a cancellation fee equal to the lesser of fifty dollars (\$50.00) or ten percent (10%) of the amount of the pro-rated refund, will be provided. In the event of Lienholder cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Dealer** receives notice of the request to cancel or sooner if required by state law.

The **TRANSFER** fee is revised to forty dollars (\$40).

**ARBITRATION** section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

The rate charged for this **Agreement** is not subject to regulation by the FL Office of Insurance Regulation.

**GEORGIA:** **ARBITRATION** does not apply in Georgia.

**Cancellation By You** is amended as follows: If **You** cancel the Agreement within sixty (60) days of the Agreement Purchase Date, **You** will receive a full refund of the Agreement Purchase Price, less any claims paid, and the cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of the return of this **Agreement** to **Us**. If cancelled after sixty (60) days, a pro-rata refund will be provided less any claims paid and less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the pro-rata refund amount, whichever is less. If **You** cancel this Agreement and have not received a refund from **Us** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the **INSURANCE STATEMENT**.

**Cancellation By Us** is amended as follows: **We** may cancel this Agreement for nonpayment of the Agreement Purchase Price for material misrepresentation, or for fraud, and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less than sixty (60) days from the date of mailing or delivery in person of such notice of cancellation. If this Agreement is cancelled after sixty (60) days or a claim has been filed, **We** will refund an amount of the Agreement according to the pro-rata refund method reflecting the greater of days in force or the miles driven based on the Agreement Term and the Agreement Purchase Date.

The funding party and Lienholder may only cancel for nonpayment in the event of a total loss or repossession of the **Vehicle**.

Pre-existing conditions known to **You** are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

**MISSISSIPPI:** **Cancellation By You** is amended as follows: If **You** cancel this Agreement within sixty (60) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of this Agreement to **Us**.

**Cancellation By Us** is amended as follows: If **We** cancel the Agreement, written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of premium, material misrepresentation, or substantial breach of duties by **You** relating to the **Vehicle** or its use.

**ARBITRATION** does not apply in Mississippi. This Agreement is not supported by a manufacturer or distributor.

**NORTH CAROLINA:** **Cancellation By You & Cancellation By Lienholder** is amended as follows: A twenty-five dollar (\$25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable.

**Cancellation By Us** is amended as follows: **We** may only cancel this Agreement for non-payment of premium or for a direct violation of the Agreement by **You**.

**SOUTH CAROLINA:** If **You** have any questions regarding this Agreement or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201, or by phone at (800) 768-3467.

**Cancellation By You** section is amended as follows: A ten percent (10%) penalty per month, based on the amount outstanding, shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. The Lienholder, if any, will be named on a cancellation refund check as their interest may appear.

**Cancellation By Us** is amended as follows: If **We** cancel, **We** will mail a written notice to **You** at the last known address that **We** have on file for **You** at least fifteen (15) days prior to cancellation. The notice shall state the effective date and reason for cancellation. Notice shall not be required if the reason for cancellation is nonpayment, a material misrepresentation, or a substantial breach of duties by **You** relating to the **Vehicle** or its use.

TO TRANSFER THIS CONTRACT, COMPLETE THE FOLLOWING AND MAIL IT ALONG WITH A PHOTOCOPY OF THE FRONT OF THIS CONTRACT TO: THE ADMINISTRATOR/OBLIGOR, [P.O. Box 470367, Celebration, FL 34747]. Please transfer the remainder of the Agreement. I am transferring this Agreement in accordance with the provisions stated in the Agreement. In order to transfer I am enclosing with this Application a \$50.00 (\$40.00 in Florida) check or money-order payable to: Administrator (If applicable)

### Transfer Request

|                       |                                      |       |     |
|-----------------------|--------------------------------------|-------|-----|
| Name of New Owner     | Email                                |       |     |
| Address               | City                                 | State | Zip |
| Date of Transfer      | Odometer Mileage on Date of Transfer |       |     |
| Purchaser's Signature | Seller's Signature                   |       |     |
| <b>X</b>              | <b>X</b>                             |       |     |

Verification that the vehicle has been maintained as required by this Agreement must be supplied by the vehicle seller to the vehicle purchaser. Transfer will be valid when vehicle purchaser receives a confirmation letter from Administrator.