

# CAR GUARD ULTIMATE COVERAGE

Thank You for choosing Our Car Guard Ultimate Service Contract! You have selected a comprehensive Service Contract which will provide You with peace of mind and protection against Mechanical Breakdowns as described herein.

Customer Service: (877) 356-1500 extension 7001

Claims: (877) 356-1500 extension 7004

Roadside Assistance: (866) 994-4667

## IMPORTANT INFORMATION YOU NEED TO KNOW:

Your Service Contract number is located on the Registration Page of this Service Contract. Please refer to this number in any written or verbal communication, such as requesting information or filing a Claim.

## TABLE OF CONTENTS

REGISTRATION PAGE.....	D1
INTRODUCTION.....	T1
I. DEFINITIONS.....	T2
II. SERVICE CONTRACT PROVISIONS.....	T3
TRANSFER OF SERVICE CONTRACT.....	T3
CANCELLATION PROVISIONS.....	T4
III. YOUR RESPONSIBILITIES FOR SERVICE AND MAINTENANCE	T6
IV. WHAT IS COVERED BY THIS SERVICE CONTRACT.....	T6
V. WHAT IS NOT COVERED BY THIS SERVICE CONTRACT.....	T8
VI. FILING A CLAIM.....	T10
VII. SPECIAL STATE REQUIREMENTS (IF APPLICABLE).....	S1
MAINTENANCE LOG.....	M1

## I. DEFINITIONS

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

- **Actual Cash Value** – Means the National Auto Dealers Association (NADA) published average trade-in value of **Your Vehicle** immediately prior to the **Breakdown** taking age, condition and mileage into consideration.
- **Administrator** – Means the company that provides administrative services for this **Service Contract**: National Administrative Service Co., LLC, 5500 Frantz Road, Suite 100, Dublin, Ohio 43017, (877) 356-1500. (Arizona, New Mexico, New York, Virginia and Washington Residents: The **Administrator** is Dimension Service Corporation, 5500 Frantz Road, Suite 100, Dublin, OH 43017, (866) 994-7063.)
- **Claim(s)** – Means a request made by **You** for benefits under this **Service Contract**.
- **Coverage, Coverage Selected** – Means the level of protection **You** have selected, as shown in the Service Contract Information section of the **Registration Page** of this **Service Contract**.
- **Deductible** – Means the amount **You** are required to pay, as shown in the Service Contract Information section of the **Registration Page**, for covered **Breakdowns**.
- **Licensed Repair Facility, Repair Facility** – Means an automotive **Repair Facility**, which is ASE (Automotive Service Excellence) certified and operating in compliance with all City, State & Federal guidelines which regulate such facilities. The **Repair Facility** must have a tax identification number.
- **Lienholder** – Means the party responsible for collecting payments on **Your Service Contract**, as identified in the Service Contract Information section of the **Registration Page** and the separate payment plan agreement **You** entered into at the time of **Service Contract** purchase.
- **Manufacturer's Warranty** – Means the warranty provided at no additional cost to **You** by the **Vehicle's** manufacturer.
- **Mechanical Breakdown, Breakdown** – Means any part(s) covered by this **Service Contract** which fail(s) to perform the function for which it was designed due to material defect or fails to perform within the manufacturer's specifications for the age and mileage of the **Vehicle**, providing it has received required maintenance as defined under **Section III. YOUR RESPONSIBILITIES FOR SERVICES AND MAINTENANCE**.
- **Odometer Reading at Purchase Date** – Means the original mileage on **Your Vehicle's** odometer on the **Service Contract Purchase Date**.
- **Registration Page** – Means the document, which must be attached to and forms part of this **Service Contract**. It lists information regarding **You, Your Vehicle, Coverage Selected** and other vital information.
- **Seller** – Means the entity who sold **You** this **Service Contract** as described in the Seller's Information section of the **Registration Page**.
- **Service Contract** – Means this **Service Contract** which **You** have purchased from **Us** to protect **Your Vehicle**.
- **Service Contract Purchase Date** – Means the sale date of the **Service Contract** to **You**, as shown in the Service Contract Information section of the **Registration Page**.
- **Vehicle, Your Vehicle** – Means the eligible passenger car, van, light truck (1-ton or less) or sport-utility vehicle described in the Vehicle Information section of the **Registration Page**.
- **We, Us, Our(s), Provider** – Means the **Service Contract Provider** ("**Provider**") and is defined as: National Administrative Service Co., LLC, 5500 Frantz Road, Suite 100, Dublin, OH 43017, (877) 356-1500, who is obligated to provide services and pay **Claims** under this **Service Contract**. (Arizona, New Mexico, New York, Virginia and Washington Residents: The **Provider** is Autoguard Advantage Corporation, 5500 Frantz Road, Suite 100, Dublin, OH 43017, (866) 994-7063.)
- **You, Your, Service Contract Holder** – Means the individual shown in the Contract Holder's Information section of the **Registration Page** or the person to whom the **Service Contract** was properly transferred.

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## II. SERVICE CONTRACT PROVISIONS

### A. Coverage Period

This **Service Contract** shall be in effect as of the date that the **Service Contract** was purchased from the **Seller**, provided this **Service Contract** is accepted by **Us**, and shall continue to be in effect until the **Service Contract** is terminated, cancelled, voided or when either the **Vehicle's** odometer registers the mileage indicated on the **Registration Page** as "Expiration Odometer" or the date listed as "Expiration Date", whichever occurs first.

**COVERAGE BEGINS AT THE LATER OF THIRTY (30) DAYS AFTER THE SERVICE CONTRACT PURCHASE DATE OR ONE THOUSAND (1,000) MILES AFTER THE ODOMETER READING AT PURCHASE DATE.**

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

### B. Coverage Provided

We will reimburse **You** or a **Licensed Repair Facility** for the costs to repair or replace covered parts that fail due to a **Mechanical Breakdown**, less any applicable **Deductible**. Labor fees are reimbursed according to a nationally recognized labor guide and subject to a maximum per hour rate not to exceed the limit stated in **Section II. SERVICE CONTRACT PROVISIONS – D. Limit of Liability**. Replacement parts may be of new, remanufactured, or of like kind and quality. Reimbursement is based on the Manufacturer's Suggested Retail Price for parts and the labor is based on a nationally recognized labor manual.

### C. Territory

This **Service Contract** applies only to **Breakdowns** and repairs that occur in the United States or Canada.

### D. Limit of Liability

1. **Per Incident:** Liability shall be limited to the reasonable price for repair or replacement of any covered part, not to exceed the manufacturer's suggested retail price. The reasonable price is based upon nationally recognized flat rate and/or factory manuals. In no event will the liability for each **Mechanical Breakdown** or failure covered under this **Service Contract** exceed the trade-in allowance of the **Vehicle** established by the current NADA Official Used Car Guide at the time immediately preceding the **Mechanical Breakdown** or failure.
2. **Aggregate:** The aggregate limit of liability of all benefits payable shall never exceed the **Actual Cash Value** of **Your Vehicle** at time of purchase/lease, or fifty thousand dollars (\$50,000), whichever amount is less.

Once the limits of liability have been reached, this **Service Contract**, its transfer and cancellation rights terminate and no further **Claims** can be made against **Us**. We will not be liable to **You** for consequential damages or injuries, nor for any costs or expenses that provide betterment, upgrade or enhancement to **Your Vehicle**. These limits of liability apply regardless of the cause and regardless of the legal theory asserted. There are no warranties that extend beyond the description on the face hereof. The warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed.

### E. Transfer of Service Contract

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

1. This **Service Contract** may be transferred by providing the **Administrator** with the following information within thirty (30) days of the transfer of ownership:
  - A completed transfer application form signed by **You** and the purchaser of **Your Vehicle**. Call the **Administrator** to obtain a copy of the transfer application form;

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- Copies of all of **Your** maintenance and service receipts for the **Vehicle** as required in **Section III. YOUR RESPONSIBILITIES FOR SERVICES AND MAINTENANCE**;
  - Name and address of the new owner, date of sale to the new owner and a current certified odometer statement; and
  - A seventy-five dollar (\$75) transfer fee made payable to the **Administrator**.
2. If any portion of the **Manufacturer's Warranty** is in effect at the time of transfer, the transfer of the **Service Contract** will be valid only if the **Manufacturer's Warranty** is also transferable and the **Service Contract** is properly transferred.
  3. Failure or inability to provide valid and complete maintenance and service records will result in transfer denial.

#### **F. Cancellation Provisions**

1. **You** may cancel this **Service Contract** at any time by contacting **Us** to complete and sign a cancellation form or by mailing written notice to **Us** of **Your** desire to cancel the **Service Contract**.
  - a. In either instance the request must be accompanied by a notarized odometer affidavit indicating the current odometer reading as of the date of the cancellation request.
  - b. The request for cancellation must be made to **Us** no later than forty-five (45) days of the date that the cancellation is to be effective.
2. If no **Claim** has been made under this **Service Contract**, **You** may return this **Service Contract** within the first thirty (30) days. The **Service Contract** will be void and **We** will refund to **You** the full amount of money paid by **You**. This right to void the **Service Contract** is not transferable and applies only to the original **Service Contract Holder**.
3. If the purchase price of **Your Service Contract** has been paid in full at the time of **Your** cancellation request and **You** cancel this **Service Contract** after the first thirty (30) days or any time after a **Claim** has been authorized or paid, **We** will refund an amount of the Contract Purchase Price shown in the Service Contract Information section of the **Registration Page** according to the pro-rata method which reflects the greater of the days in force or the miles driven based on the term of the **Coverage Selected** and the date that **Coverage** began, less any **Claims** paid on the **Service Contract**, where applicable by law. An administrative fee of seventy-five dollars (\$75) will be deducted from the cancellation refund.

If the purchase price of **Your Service Contract** has not been paid in full at the time of **Your** cancellation request, any refund due may be fully or partially paid to the **Lienholder** or other party responsible for collecting payments on **Your Service Contract**, as listed on the **Registration Page** of this **Service Contract**, or any separate payment plan agreement entered into at the time of purchase.

4. After this **Service Contract** has been in force for more than thirty (30) days. **We** may cancel this **Service Contract** only for:
  - a. Non-payment of the **Service Contract** purchase price;
  - b. Intentional misrepresentation in obtaining the **Service Contract**;
  - c. Intentional misrepresentation in the submission of a **Claim**; or
  - d. Discovery of an act or omission by **You** or a violation of any of the conditions of this **Service Contract** which occurs after the purchase date of this **Service Contract** and which substantially and materially increases the service required under this **Service Contract**.
5. **We** may cancel this **Service Contract** by mailing written notice to **You** at **Your** last known address at least ten (10) days prior to the effective date of cancellation with the reason for the cancellation in the notice.
6. If **You** finance this **Service Contract**, payments made will apply only to **Your Service Contract**,

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not **Your Vehicle**. The **Lienholder** shown on the **Registration Page** may cancel **Your Service Contract** in the event of **Your** non-payment of the **Service Contract** charge. In the event **Your Service Contract** is cancelled for non-payment, **You** forfeit any and all refund rights under this **Service Contract**.

7. **Your Service Contract** may be cancelled for non-payment of the **Service Contract** price or if **Your Vehicle** is declared a total loss or repossessed.
8. If **Your Service Contract** was financed and **You** or **We** cancel this **Service Contract**, the **Lienholder**, if any, will be named on a cancellation refund check as their interests may appear.
9. If **You** or **We** have cancelled this **Service Contract** and **You** have not received a refund from **Us** within thirty (30) days of such cancellation, **You** may make a **Claim** with the insurance company identified herein.

**NOTE:** These Cancellation Provisions apply to the original **Service Contract Holder**. **Service Contracts** that have been transferred are not eligible for cancellation.

#### G. **Right of Removal**

The **Administrator** shall have the right to select the **Repair Facility** and shall have sole discretion regarding repairs to be made under this **Service Contract** in the event that any **Repair Facility** engaged to perform repairs contemplated by the **Service Contract** charges for parts and labor in excess of amounts published in industry manuals published by All Data, Motors, Mitchell and Mitchell On-Demand and any other such manual used by the **Administrator** to determine reasonable costs of repair. "Reasonable Costs" shall mean the repair costs that are recognized locally and/or nationally for a similar repair.

#### H. **Arbitration**

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

Any legal dispute between **You** and the **Administrator** and/or the **Provider** relating to this **Service Contract** shall be resolved through binding arbitration. To begin the arbitration process, either **You** or **We** must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator on the panel of the Better Business Bureau (BBB) for Central Ohio at: 1169 Dublin Road, Columbus, OH 43215-1005. The filing fees to begin and to carry out the arbitration process will be shared equally between **You** and **Us**. The Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, will govern and not any state law on arbitration.

The agreed upon arbitration will be administered in keeping with the Binding Pre-Dispute Rules of the BBB that are in effect when the **Claim** is filed. **You** may get a copy of the BBB's rules by contacting the BBB at: 1169 Dublin Road, Columbus, OH 43215-1005, by calling (614) 486-6336 or by visiting [www.bbb.org](http://www.bbb.org).

Any party to the arbitration may participate by telephone.

**You** agree and understand that this arbitration provision means that **You** give up **Your** right to go to court for any **Claim** covered by this provision and the remaining terms of this **Service Contract**. The parties agree to arbitrate solely on an individual basis, and that this **Service Contract** does not permit class arbitration or any **Claims** brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one person's **Claims**, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator's ruling shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act.

#### I. **Class Action**

Any **Claim** must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. An arbitrator shall not have authority to combine or aggregate similar **Claims** or conduct any Class Action nor make an award

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to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

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

**J. Subrogation**

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

**K. Manufacturer's Statement**

If the term of this **Service Contract** overlaps with the term of **Your Manufacturer's Warranty**, look first to **Your Manufacturer's Warranty** for coverage. This **Service Contract** excludes coverage for any loss covered by **Your Manufacturer's Warranty**, but may nevertheless provide benefits in addition to those provided by **Your Manufacturer's Warranty**.

**III. YOUR RESPONSIBILITIES FOR SERVICES AND MAINTENANCE**

- A.** You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the owner's manual for Your Vehicle. **NOTE:** Your owner's manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions. If You do not have an owner's manual, You must change Your Vehicle's engine oil and filter at three thousand five hundred (3,500) mile intervals. Failure to follow the manufacturer's recommendations or these guidelines will result in denial of Coverage.
- B.** If applicable, replace the engine timing belt at the intervals specified by the vehicle's manufacturer.
- C.** It is required that verifiable receipts are retained for all service work performed. If You perform Your own service, You must retain verifiable receipts showing purchases of all required parts and materials necessary to perform the required maintenance along with a log showing the date and mileage when the services were performed. A self-maintained log without corresponding purchase receipts is not acceptable proof of maintenance.

**IV. WHAT IS COVERED BY THIS SERVICE CONTRACT**

**We** will pay or reimburse **You** for authorized charges to repair or replace any **Breakdown** of any component specifically listed below, less any **Deductible** shown in the Service Contract Information Section of the **Registration Page** and in accordance with **Section II. SERVICE CONTRACT PROVISIONS – Item B. Coverage Provided**. Replacement parts may be new, remanufactured or of like kind and quality at the sole discretion of the Administrator.

**ANY PART OR COMPONENT THAT IS NOT SPECIFICALLY LISTED WILL NOT BE COVERED BY THIS SERVICE CONTRACT.**

- 1. Gasoline/Diesel Engine:** Cylinder block, cylinder head(s) if damage by internally lubricated parts. All internally lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, valves, valve springs, seats and guides, lifters, followers, oil pump, timing chain, timing belt and gear. Harmonic balancer. Valve covers, timing cover, and oil pan if damaged by internally lubricated parts; vacuum

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pump, engine mounts.

2. **Transmission:** Transmission case, transfer case and pan if damage by internally lubricated parts. All internally lubricated parts including: torque converter, vacuum modulator, internal linkage, and transmission mounts.
3. **Drive Axle:** Housing(s) and cover if damage by internally lubricated parts. All internally lubricated parts including: axle shafts, universal joints and yokes, constant velocity boot or joint or both, wheel bearings/hubs, drive shaft center bearings and supports, propeller shafts, locking hub mechanisms.
4. **Steering:** Steering box and rack and pinion unit and all their internal lubricated parts including: power steering pump and cylinder, main and intermediate steering shafts and couplings, steering knuckles, pitman arm, idler arm, tie rods ends, drag link.
5. **Brakes:** Non-ABS master cylinder, power booster, calipers, wheel cylinders, hydraulic lines and fittings, proportioning valve, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables.
6. **Electrical:** Alternator, voltage regulator, starter motor, starter solenoid, distributor (excludes cap, rotor and wires), window regulator, heater A/C blower motor.
7. **Heater and Air Conditioning:** Evaporator, condenser, compressor, compressor clutch, receiver/drier, field coil, accumulator, A/C high/low pressure compressor cutoff switches, heater core.
8. **Front/Rear Suspension:** Upper and lower control arms, control arm shafts and bushings, spindle supports, stabilizer shaft, stabilizer linkage, bushings, ball joints, spindles and wheel bearings.
9. **Cooling:** Radiator, radiator fan blades and motor, fan clutch, water pump.
10. **Fuel:** Fuel pump, metal fuel injection lines/rails, fuel tank. **Turbo/Supercharger:** Internal lubricated parts including: waste-gate, vanes, shafts and bearing.
11. **Hi-Tech:** Electronic shift control unit; ABS master cylinder, ABS processor, hydraulic pump motor, pressure modulator valve and sensors; temperature control programmer, fuel management controls (including modules and sensors), fuel nozzles, fuel injection pump, ignition management controls (including modules and sensors), ignition coils, wiper motor(s), power window motors, power door locks automatic temperature control, keyless entry system excluding remote, power antenna, speed control and electronic level control compressor.
12. **Navigation Systems:** Factory Installed navigation systems.
13. **Ultimate Coverage:** All components except those listed under **Section V. WHAT IS NOT COVERED BY THIS SERVICE CONTRACT.**

*\*Seals and gaskets are only covered if needed in conjunction with a covered repair.*

#### **ADDITIONAL OPTIONAL COVERAGE**

1. **Engine Control Module (ECM): Coverage** will apply for the Engine Control Module (ECM) in the event of **Breakdown** if the optional **Coverage** is selected (as shown in the Service Contract Information section of the **Registration Page** under "Optional Coverage") and the appropriate surcharge is paid.

#### **PERSONAL PROTECTION & ROAD SERVICE BENEFITS**

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

1. **Towing:** We will reimburse **You** for **Your** actual towing costs, up to a maximum of one hundred dollars (\$100) per occurrence, if the tow was necessary due to a **Mechanical Breakdown** of a part covered under the **Service Contract**. Any payment shall be for actual towing or roadside charges in excess of any applicable reimbursement from the manufacturer or any other towing or road service coverage. **No Deductible will apply to this benefit.**
2. **Rental Car:** We will reimburse **You** for rental of a replacement vehicle for substitute transportation if there is a **Breakdown** of a covered part under this **Service Contract** and the approved labor repair time is a minimum of four (4) hours. **Our** cost is limited to thirty dollars (\$30) per day. Each eight (8) hours of

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approved labor time counts as one (1) day, up to a maximum of five (5) days. The substitute transportation must be supplied by a duly licensed rental agency and is in excess of any applicable reimbursement from the manufacturer or any other substitute transportation coverage. **No Deductible will apply to this benefit.**

3. **Trip Interruption:** Trip interruption occurs when a **Breakdown** disables **Your Vehicle** more than one hundred (100) miles from **Your** home, **You** are stranded overnight and covered repairs are not completed. Trip interruption benefits are for motel and restaurant expenses incurred by **You** during the repair period. When such a **Breakdown** occurs, **You** will be reimbursed up to one hundred dollars (\$100) per day for trip interruption benefits for each eight (8) hours of approved labor time, up to a maximum of four (4) days. **No Deductible will apply to this benefit.**
4. **Road Service Benefit:** In the event **Your Vehicle** becomes disabled and requires on-site assistance (from a **Licensed Repair Facility**) for **Vehicle** extrication, fuel/fluid delivery, lockout or battery boost/jump, **We** will reimburse **You** for receipted expenses (excluding the cost of fluids or fuel expenses) up to a maximum of one hundred dollars (\$100) per occurrence. **This benefit excludes towing.**

In the event **You** require road service benefits listed under this section, contact the road service benefits administrator at (866) 994-4667 for prior approval. **No Deductible will apply to this benefit.**

## **V. WHAT IS NOT COVERED BY THIS SERVICE CONTRACT**

### **A. NON-COVERED PARTS**

ANY OF THE FOLLOWING PARTS: CARBURETOR, THROTTLE BODY, BATTERY, BATTERY CABLES, SHOCK ABSORBERS, STRUTS, MANUAL AND HYDRAULIC LINKAGES, DISTRIBUTOR CAP AND ROTOR, WIRES, SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS), GLASS, FUSES, CIRCUIT BREAKERS, TELEPHONES, TELEVISION/DVD PLAYER, ELECTRONIC AND SATELLITE TRANSMITTING/ RECEIVING DEVICES, BRAKE ROTORS AND DRUMS, EXHAUST SYSTEM, EVAPORATIVE AND EXHAUST EMISSION SYSTEMS, OXYGEN SENSORS, ENGINE CONTROL MODULE (UNLESS THE ADDITIONAL OPTIONAL COVERAGE WAS SELECTED AND PURCHASED AS SHOWN ON THE REGISTRATION PAGE), NAVIGATIONAL SYSTEMS (UNLESS THE ADDITIONAL OPTIONAL COVERAGE WAS SELECTED AND PURCHASED AS SHOWN ON THE REGISTRATION PAGE), NAVIGATIONAL SYSTEM UPDATES AND DISCS, WEATHER STRIPPING, TRIM, MOLDINGS, BRIGHT METAL, CHROME, UPHOLSTERY, CARPET, ZIPPERS; NUTS, BOLTS, AND FASTENERS; CUP HOLDERS, DASH PAD AND VENTS, SEAT FRAME, SEAT FRAME RECLINER MECHANISM, PAINT, OUTSIDE ORNAMENTATION, INSIDE AND OUTSIDE DOOR HANDLES, MIRRORS, HINGES, LIFTGATE AND HOOD SUPPORTS, HUB CAPS/WHEEL COVERS, BUMPERS, BODY SHEET METAL AND PANELS, BODY PARTS, FRAME AND ENGINE CRADLES, BODY MOUNTS, MOUNTING BRACKETS AND STRUCTURAL BODY PARTS, VINYL AND CONVERTIBLE TOPS, TIRES, WHEELS/RIMS, NEAR OBJECT AVOIDANCE SYSTEMS, SPEAKERS AND WIRING, VOICE RECOGNITION SYSTEMS, PERIMETER WARNING SYSTEMS OR ANY PART THEREOF, INFRARED SYSTEMS OR ANY PART THEREOF; MANUAL AND HYDRAULIC CLUTCH ASSEMBLY SUCH AS, BUT NOT LIMITED TO: MANUAL CLUTCH PEDAL, CLUTCH DISC, PRESSURE PLATE, PILOT BEARING, CLUTCH MASTER AND SLAVE CYLINDER AND THROW-OUT BEARING. ANY COMPONENT THAT ITS ONLY PURPOSE IS FOR ILLUMINATION SUCH AS BUT NOT LIMITED TO: SEALED BEAMS; HIGH-INTENSITY DISCHARGE (XEON) HEADLAMPS, LEDs, LIGHT BULBS HEAD LAMP, PROJECTION LAMP ASSEMBLIES AND LENSES. SEALS AND GASKETS ARE COVERED ONLY IF NEEDED IN CONJUNCTION WITH A COVERED REPAIR FOR VEHICLES WITH UP TO EIGHTY THOUSAND (80,000) ODOMETER MILES AT THE TIME OF THE BREAKDOWN.

### **B. SCHEDULED MAINTENANCE SERVICE AND ADJUSTMENTS:**

MAINTENANCE SERVICES AND PARTS RECOMMENDED IN THE VEHICLE MANUFACTURER'S MAINTENANCE SCHEDULE, UNLESS REQUIRED IN CONJUNCTION WITH A COVERED REPAIR. THE FOLLOWING ARE NOT COVERED UNDER THIS AGREEMENT: MECHANICAL ADJUSTMENTS, FILTERS, LUBRICANTS, COOLANTS, FLUIDS, REFRIGERANTS AND THE

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SERVICE OPERATIONS NECESSARY TO REPLACE THEM. OTHER NORMAL MAINTENANCE SERVICES AND PARTS, INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS, WHEEL BALANCE, TUNE-UPS, SPARK PLUGS, SPARK PLUG WIRES, HOSES BELTS, BRAKE PADS, BRAKE LININGS, BRAKE SHOES, WIPER BLADES, SQUEAKS AND RATTLES, WATER LEAKS, WIND NOISE AND THERMOSTAT ARE NOT COVERED.

**C. NON-COVERED CONDITIONS:**

1. ANY REPAIR OR REPLACEMENT MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR TO THE REPAIR FACILITY.
2. THE DAMAGE TO A NON-COVERED PART RESULTING FROM THE FAILURE OF A COVERED PART OR DAMAGE TO A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART.
3. ANY BREAKDOWN RESULTING FROM AN OUTSIDE FORCE INCLUDING COLLISION, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, FREEZING, RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, INTRODUCTION OF FOREIGN OBJECTS; CONTAMINATION OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS OR ANY HAZARD INSURABLE UNDER STANDARD PHYSICAL DAMAGE INSURANCE POLICIES REGARDLESS OF WHETHER SUCH INSURANCE IS IN FORCE, OR ANY CONSEQUENTIAL DAMAGE OR DIMINUTION IN VALUE RESULTING FROM THE FAILURE OF A COVERED OR NON-COVERED PART.
4. ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE OR LACK OF NORMAL MAINTENANCE SCHEDULED FOR YOUR VEHICLE. FOR EXAMPLE, SOME VEHICLE MANUFACTURERS REQUIRE THE TIMING BELT TO BE REPLACED AT SPECIFIC INTERVALS. FAILURE TO PERFORM SPECIFIED MAINTENANCE WILL RESULT IN CLAIM DENIAL.
5. ANY BREAKDOWN CAUSED BY OIL SLUDGE, RUST AND/OR CARBON BUILD-UP OR THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS OR FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN A BREAKDOWN HAS OCCURRED, INCLUDING FAILURE TO REPLACE LEAKING SEALS AND/OR GASKETS IN A TIMELY MANNER.
6. ANY BREAKDOWN CAUSED BY OVERHEATING REGARDLESS OF THE CAUSE.
7. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF A BREAKDOWN HAS NOT OCCURRED, OR REPAIR OR REPLACEMENT OF PARTS IN CONNECTION WITH A COVERED REPAIR WHEN THOSE PARTS ARE NOT NECESSARY FOR THE COMPLETION OF THE COVERED REPAIR, OR WERE NOT DAMAGED BY THE FAILURE OF A COVERED PART. SUCH REPAIR OR REPLACEMENT IS CONSIDERED AN IMPROVEMENT TO YOUR VEHICLE AND IS NOT COVERED BY THIS SERVICE CONTRACT.
8. ANY BREAKDOWN CAUSED BY GRADUAL REDUCTION IN OPERATING PERFORMANCE DUE TO NORMAL WEAR AND TEAR. WEAR AND TEAR IS DEFINED AS A COMPONENT THAT HAS NOT FAILED BUT DOES NOT MEET THE MANUFACTURER'S SPECIFICATIONS.
9. ANY REPAIR FOR THE PURPOSE OF CORRECTING ENGINE COMPRESSION OR OIL CONSUMPTION WHEN A BREAKDOWN HAS NOT OCCURRED, INCLUDING BUT NOT LIMITED TO: BURNT VALVES, VALVE GRINDING AND STUCK, WORN OR CARBONED PISTON RINGS.
10. IF YOUR VEHICLE HAS BEEN ALTERED AND DOES NOT MEET MANUFACTURER'S SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO: ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/ UNDERSIZED TIRES, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS OR POWERTRAIN MODIFICATIONS.

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

11. IF YOUR VEHICLE'S ODOMETER HAS CEASED TO OPERATE AND ODOMETER REPAIRS HAVE NOT BEEN MADE IMMEDIATELY, OR THE ODOMETER HAS BEEN ALTERED IN ANY WAY SINCE YOU HAVE HAD TITLE TO YOUR VEHICLE.
12. FOR ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF USE, TIME OR PROFIT, INCONVENIENCE ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE DESCRIBED IN THIS SERVICE CONTRACT WHETHER OR NOT RELATED TO THE COVERED PARTS. FOR SHOP DELAYS, INCONVENIENCE OR ANY OTHER LOSS OR INCIDENTAL OR CONSEQUENTIAL DAMAGE TO A NON-COVERED PART WHICH RESULTS FROM A BREAKDOWN (EXCEPT AS OTHERWISE MAY BE PROVIDED UNDER THE SCHEDULE OF COVERAGE).
13. WHEN THE RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY, OR A REPAIRER'S GUARANTEE/WARRANTY, OR ANY WARRANTY FROM THE MANUFACTURER, OR IF THE MANUFACTURER HAS ANNOUNCED THEIR RESPONSIBILITY BY ANY MEANS, INCLUDING BUT NOT LIMITED TO: PUBLIC RECALLS, FACTORY SERVICE BULLETINS, OR REPROGRAMMING OF MODULES; EVEN IF THE MANUFACTURER NO LONGER HONORS THEIR OWN WARRANTY.
14. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR ANOTHER VEHICLE OR OBJECT UNLESS YOUR VEHICLE IS EQUIPPED WITH A FACTORY INSTALLED OR FACTORY AUTHORIZED TOW PACKAGE. NO COVERAGE WILL BE PROVIDED IF YOUR VEHICLE IS USED FOR COMMERCIAL OR BUSINESS USE SUCH AS, BUT NOT LIMITED TO: RENTAL, TAXI, LIMOUSINE OR SHUTTLE SERVICES, RIDE SHARING ENTERPRISES, DELIVERY, TOWING, ROAD REPAIR OPERATIONS, CONSTRUCTION, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, RACING OR COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE WORK, SERVICE OR REPAIR WORK OR ANY USE INVOLVING REGULAR MULTIPLE DRIVERS.
15. ANY BREAKDOWN REASONABLY DETERMINED TO HAVE OCCURRED PRIOR TO THE BEGINNING OF THE COVERAGE PERIOD (PRE-EXISTING), OR IF THE INFORMATION PROVIDED BY YOU, OR THE REPAIR FACILITY, CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
16. FOR ANY BREAKDOWN THAT OCCURS AND/OR REPAIRS MADE OUTSIDE OF THE CONTINENTAL UNITED STATES, ALASKA, HAWAII OR CANADA.
17. FOR ANY PART NOT COVERED OR EXCLUDED BY THE ORIGINAL VEHICLE MANUFACTURER'S WARRANTY, OR ANY MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE OWNER'S MANUAL FOR YOUR VEHICLE.
18. REIMBURSEMENT DOES NOT INCLUDE DIMINUTION IN THE VALUE OF YOUR VEHICLE.
19. FOR FAILURE TO ANY COVERED PART(S) CAUSED BY AN OUTSIDE INFLUENCE OR PHYSICAL DAMAGE, INCLUDING BENT PARTS.
20. VEHICLES THAT DO NOT HAVE A VALID MANUFACTURER'S VEHICLE IDENTIFICATION NUMBER (VIN), OR ARE TITLE BRANDED AS SALVAGE, JUNK, REBUILT, TOTALED OR FLOOD DAMAGED.

#### **VI. FILING A CLAIM**

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

- A. **Prevent Further Damage** – Take immediate action to prevent further damage. This Service Contract will not cover the damage caused by not securing a timely repair of the failed component. You may take Your Vehicle to any Licensed Repair Facility of Your choice.
- B. **Provide Evidence of Coverage** – Provide the Repair Facility with a copy of Your Service Contract and/or Your Service Contract number.

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

- C. **Obtain Claim Authorization From the Administrator** – Prior to any repair being made, instruct the service manager at the Repair Facility to contact the Administrator to obtain an authorization for the Claim. Any Claim for repairs made without prior authorization will not be covered except as provided under “Emergency Repairs”.

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

**Emergency Repairs** – Should an emergency occur which requires a Breakdown repair to be made at a time when the Administrator’s office is closed, You must call the Administrator’s office the next business day after the date of repair to determine if such repair will be covered. If it is determined that the repair is to be covered by this Service Contract, You will be reimbursed for the repair. Reimbursement is based on the Manufacturer’s Suggested Retail Price for parts and the labor is based on a nationally recognized labor manual.

**NOTE:** Emergency repairs exceeding four hundred dollars (\$400) in cost must always be pre-authorized by the Administrator. You assume all liability for payment of repairs that are not authorized to the repair facility. Should the claim be accepted, You will be reimbursed as specified in Section II. **SERVICE CONTRACT PROVISIONS** – Item B. **Coverage Provided.**

The toll-free number for EMERGENCY REPAIRS outside normal business hours is: (877) 356-1500.

- D. **Authorize Tear-Down and/or Inspection** – In some cases, You may need to authorize the Repair Facility to inspect and/or tear-down Your Vehicle in order to determine the cause and cost of the repair. You will be responsible for these charges if the Breakdown is not covered under this Service Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being made.
- E. **Review Coverage** – After the Administrator has been contacted, review with the service manager what will be covered by this Service Contract.
- F. **Pay Any Applicable Deductible** – At Our election, We will pay the Repair Facility or reimburse You the amounts authorized by Us for repairs performed on Your Vehicle that are covered by this Service Contract, less any applicable Deductible, as shown in the Service Contract Information section of the Registration Page.
- G. **Submit the Repair Facility’s Completed Repair Order Form Within Thirty (30) Days** – Once authorization is obtained and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for reimbursement.

If You have any questions regarding these provisions please call or contact Us at:

**National Administrative Service Co., LLC**  
Attention: Claims  
5500 Frantz Rd., Suite 100  
Dublin, OH 43017  
(877) 356-1500