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# CONGRATULATIONS!

We would like to thank You for choosing Our Service Contract.

## **Repair Service – United States and Canada**

If You need repair service, refer to the section entitled “If Your Vehicle Incurs A Breakdown.”

You may visit any licensed repair facility in the United States or Canada. If Your Vehicle is still under the manufacturer’s warranty, return Your Vehicle to a manufacturer’s authorized dealer.

### **NOTE:**

**THIS SERVICE CONTRACT IS NOT VALID UNLESS A COMPLETED REGISTRATION PAGE ACCOMPANIES THIS CONTRACT BOOK**

**THE REGISTRATION PAGE AND THIS SERVICE CONTRACT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND THE PROVIDER AND NO OTHER DOCUMENTS ARE LEGAL AND BINDING UNLESS PROVIDED TO YOU BY THE ADMINISTRATOR OR PROVIDER.**

**Review Your Registration Page.** The Registration Page contains basic information regarding Your Service Contract.

**Check Your Deductible - Please check the box labeled Deductible on Your Registration Page.** The number shown identifies the minimum portion of the covered repair You will be required to pay if You have a claim. If this box was left blank, immediately contact the Vendor from whom You purchased this Service Contract.

# DEFINITIONS

**This Service Contract is an agreement between You and Us. We, Us, Our and Provider** refers to United Service Protection Corporation, P.O. Box 20647, St. Petersburg, FL 33742, 1-800-283-0785. In Florida the Provider is United Service Protection, Inc., P.O. Box 20647, St. Petersburg, FL 33742, 1-800-283-0785. The Provider is the party responsible to You for the benefits under this Service Contract, except as noted in the State Requirement section located at the end of this Service Contract. **You, Your and Contract Holder** refers to You, the purchaser of this Service Contract and the owner of the Vehicle described in the Registration Page of this Service Contract.

**ADMINISTRATOR:** refers to Royal Administration Services, Inc. Administrator is responsible for administering this Service Contract. All inquiries should be directed to the Administrator. Toll-free assistance is available at 1-800-871-0467 .

**BREAKDOWN, MECHANICAL BREAKDOWN, MECHANICAL FAILURE:** Refers to a failure due to defects in materials and/or workmanship of a Covered Part to perform the function for which it was designed by its manufacturer. A Breakdown does not include sludging or gelling conditions. Further, a Breakdown does not include any failures to Your Vehicle if the manufacturer has announced its responsibility through any means including public recalls and factory service bulletins or TSBs.

**COVERED PART or COVERED PARTS:** Refers to the parts or components listed under the section entitled “Plan Coverage.”

**DEDUCTIBLE:** The minimum portion of the covered repair which You will have to pay if You have a claim. The amount of Your Deductible is shown on Your Registration Page. This amount is applied per claim, and to each claim.

**EXPIRATION TYPE:** This Service Contract is subject to a Plan Period and Expiration Type. The Plan Period is the number of months and number of miles for which You are afforded coverage under this Service Contract. The Expiration Type determines when the number of miles is reached. Please refer to the section entitled “Expiration Type” on Your Registration Page for more information.

**FULL FACTORY WARRANTY, FACTORY WARRANTY:** Refers to the full Manufacturer’s Warranty provided to You at no additional cost, and covers repairs to Your Vehicle to correct any defect in material or workmanship. This Service Contract is not a Factory Warranty.

**LABOR:** Total labor time for a covered repair will be determined by a current nationally published labor manual. The labor rate for authorized repairs will be based

on the posted labor rate of the licensed repair facility that You selected. If the repair facility's labor rate is not posted the Administrator reserves the right to approve a labor rate based on the average labor rate for similar local repair facilities. Administrator also reserves the right to adjust the approved labor rate if the repair facility's labor rate is deemed to be excessive by the Administrator when compared to local average labor rates for similar facilities.

**OEM:** Original Equipment Manufacturer.

**PLAN PERIOD:** This Service Contract is subject to a Plan Period and Expiration Type. The Plan Period is the number of months and number of miles for which You are afforded coverage under this Service Contract. The Expiration Type determines when the number of miles is reached. Please refer to the section entitled "Expiration Type" on Your Registration Page for more information.

**SERVICE CONTRACT:** This Service Contract is issued to You and covers Your vehicle described on the Registration Page of this Service Contract.

**SERVICE CONTRACT NUMBER:** Please see the box labeled "Service Contract Number" on the Registration Page. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

**VEHICLE, YOUR VEHICLE:** Refers to the vehicle described on the Registration Page of Your Service Contract and owned by You, regardless of whether or not the Vehicle has been previously owned, sold, or titled.

**VENDOR:** Refers to the party who sold You this Service Contract. Please see the box labeled "Vendor Name" on the Registration Page for Your Vendor's contact information.

## TERMS AND CONDITIONS

This Service Contract provides coverages recorded for the time and mileage stated on the Registration Page, whichever occurs first. Please refer to the sections of the Registration Page entitled "Expiration Type" and "Plan Period" to determine Your period of coverage.

### CONTRACT HOLDER'S RESPONSIBILITIES:

#### 1. CLAIM REIMBURSEMENT

Obtain approval PRIOR to having work performed that may be covered by this Service Contract. If You believe the failure may be covered by this Service Contract, call the Administrator at 1-800-871- 0467 , or instruct the

repair facility performing the work to call to register the claim BEFORE THE WORK IS PERFORMED.

See the section entitled “If Your Vehicle Incurs A Breakdown” for additional information.

## 2. VEHICLE MAINTENANCE AND MAINTENANCE REQUIREMENTS Properly Maintain Your Vehicle and KEEP THE RECEIPTS.

This Service Contract is only valid if Your Vehicle has been maintained in accordance with the manufacturer’s specifications. Keep copies of all receipts (oil changes, lubrication, etc.). Proof of maintenance may be required when You file a claim.

### **Maintenance Requirements:**

- 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 Vehicle’s Owner’s Manual lists different servicing recommendations based on individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your specific conditions. Failure to follow the manufacturer’s recommendations that apply to Your specific conditions may result in a denial of Coverage under this Service Contract.**

- b. It is required that You retain “Proof” of maintenance for the service and/or repair work performed on Your Vehicle. “Proof” means repair orders from a licensed repair facility. Pertinent information must be furnished to identify the Vehicle and the repairs performed, such as the Vehicle Identification Number (VIN), date, mileage, parts and labor.

**NOTE: This plan does not provide coverage for the failure of a component after recommended or required service, if such scheduled service was not in fact performed.**

### **ADMINISTRATOR’S RESPONSIBILITIES:**

#### **1. BREAKDOWN OF COVERED PARTS**

We will pay or reimburse You for the reasonable costs to repair or replace any Breakdown of a part listed in the Plan Coverage Section, as determined by the Administrator using standard and common industry practices. **COVERED PARTS MAY BE REPLACED, DEPENDING ON AVAILABILITY AND AT ADMINISTRATOR’S DISCRETION, WITH LIKE KIND AND**

## **QUALITY (LKQ), USED, REBUILT, REMANUFACTURED OR NEW PARTS.**

### **GENERAL PROVISIONS:**

#### **1. YOUR HELP AND COOPERATION**

If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Service Contract. You must provide written authorization to Us to communicate with any party other than You.

#### **2. SUBROGATION AND OUR RIGHT TO RECOVER PAYMENT**

If We pay for coverage under this Service Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

**In the event a repair is subject to any additional third-party Service Contracts or warranties, those Service Contracts or warranties shall supersede any and all obligations under this Service Contract.**

#### **3. DEDUCTIBLE**

**In the event of a Breakdown covered by this Service Contract, You may be required to pay a Deductible.** No Deductible payment is required with respect to 24 Hour Roadside Assistance, Rental, and Trip Interruption if they are provided by this Service Contract. The Deductible amount will be applied on a per repair visit basis. Should a covered Breakdown take more than one visit to repair, only one Deductible will apply for that Breakdown.

#### **4. COVERAGE**

The Coverage afforded You for Your Vehicle is determined by the Plan Name and Expiration Type shown on the Registration Page, which is more fully described in the section entitled "Plan Coverage."

#### **5. LIMITS OF LIABILITY**

OUR liability for **any one authorized repair** shall in no event exceed the lesser of fifteen thousand dollars (\$15,000.00) or the actual cash value (ACV) of Your Vehicle at the time of said repair visit as listed in the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide for Your region (excluding tax, title, and license fees).

OUR liability for **all authorized repairs combined**, shall in no event exceed the lesser of fifteen thousand dollars (\$15,000.00) or the actual cash value (ACV) of Your Vehicle at the time of said repair visit as listed in the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide for Your region (excluding tax, title, and license fees).

In the event that the amount of **any one authorized repair or the combined total amount of all authorized repairs** meets or exceeds Our liability, Your Service Contract will be deemed expired and no further coverage will be afforded to You, regardless of the remaining time or mileage of Your Service Contract's Plan Period. No refund shall be due to You upon expiration of the Service Contract.

#### **6. SERVICE CONTRACT VALIDATION PERIOD**

This Service Contract is subject to a validation period of time and mileage from the Service Contract Purchase Date (SCPD), as shown on the Registration Page. The length of the validation period is listed on the Registration Page of this Contract. There is no coverage during the validation period. Coverage will commence upon the expiration of the validation period. The additional time and mileage contained in the validation period will be added to the plan's duration.

#### **7. EXPIRATION TYPE: ADD-ON**

The plan expires by time or mileage, whichever occurs first.

- a. Time: The plan expiration is measured from the Contract purchase date.
- b. Mileage: The plan expiration is measured from the odometer mileage of the vehicle on the Contract purchase date.

#### **EXPIRATION TYPE: TERM**

This plan expires by time or mileage, whichever occurs first.

- a. Time: The plan expiration is measured in time from Contract purchase date.
- b. Mileage: The plan expiration is measured from zero (0) odometer miles, and will expire when the vehicle's odometer reaches the mileage of the plan selected.

#### **8. MANUFACTURER'S WARRANTY DISCLOSURE**

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.

**9. ARBITRATION**

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

To begin Arbitration, either You or We must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules (“Rules”) of the American Arbitration Association (“AAA”) in effect when the Claim is filed. You may get a copy of these AAA’s Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1-800-778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out Arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **You AGREE AND UNDERSTAND THAT this Arbitration provision means that You give up Your right to go to court on any Claim covered by this provision.** You also agree that any Arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the Special State Disclosure of this Service Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

## **PLAN COVERAGE**

**PLAN-SPECIFIC COVERAGES (only those components specifically listed are covered, and coverage for components in multiple component groups only applies for the component groups in which the part is specifically listed)**

**PRIMARY COVERAGE PLAN:**

**Component groups 1-5 are covered.**

- 1. Engine:** The following are covered if damage is caused by the mechanical failure of an internally lubricated part: Cylinder Block, Cylinder Head(s). All internal components of engine block and cylinder heads, including but not limited to Camshaft, Crankshaft, Pistons, Bearings.



2. **Automatic or Standard Transmission and Transfer Case:** The internal components of the Automatic Transmission or Manual Transmission. Drive Chain, Drive Chain Gears, Carrier Bearings, Internal Transaxle Seal. The Manual Transmission Case and Automatic Transmission Case and Torque Converter are covered, if damaged by the failure of internally lubricated parts. Transfer Case, Drive Chain, Drive Chain Gears, Planetary Gears, Shift Rail Forks, Bearings, Bushings, Oil Pump, Output Shaft, Main Shaft, and all internal lubricated parts.
3. **Differential Assembly:** (Front and Rear) Differential Housing, Axle Shaft, Ring and Pinion, Bearings, Bushings, and Washers. Differential Cover and all other internal parts contained within the differential assembly.
4. **Drive Axle:** (Front and Rear) Drive Axle, Constant Velocity Joints, Center Support Bearings, Drive Shaft and Universal Joints.
5. **Seals and Gaskets:** Seals and Gaskets are covered only for those parts listed in component groups 1-5, provided that they are required in connection with the repair of a covered part. **Note:** Seepage of seals and gaskets is considered wear and tear and is not covered under this Service Contract.

#### **PRIMARY ADD-ON OPTIONS:**

**Each Add-On Option Group or any combination of Add-On Option Groups may be added, for an additional charge, and only with the purchase of the Primary Coverage Plan. Refer to Your registration page to determine if You selected one or more of the Primary Add-On Options.**

##### **A. Engine/Transmission Add-On Option Group:**

**Engine:** Cylinder Block, Cylinder Head(s) and all internal parts contained within the engine block, including: Pistons, Piston Rings, Connecting Rod Bearings, Crankshaft, Crankshaft Main Bearings, Camshaft, Camshaft Bearings, Cam Followers, Timing Chain/Belt, Timing Gears, Guides, Tensioners, Water Pump, Rocker Arms, Rocker Shafts, Rocker Bushings, Cylinder Head Valves, Valve Guides, Valve Lifters, Valve Springs, Valve Seals, Valve Retainers, Valve Seats, Push Rods, Oil Pump, Oil Pump Housing, Harmonic Balancer, Oil Pan, Timing Chain Cover, Intake and Exhaust Manifolds, Valve Covers, Engine Mounts, Wrist Pins, Connecting Rods, Distributor Drive Gear, Dip Stick Tube, Balance Shaft, Balance Shaft Bearing, Balance Shaft Bushing, Valve Locks and Oil Pump Pickup, and Engine Cooler.

**Automatic or Standard Transmission and Transfer Case:** Flywheel/Flex Plate, Electronic Shift Control Unit, Transmission Cooler, Transmission Mounts, Oil Pan, Shift Linkage and Shift Bushing, Manual Transmission Case and Automatic Transmission Case, and Transmission Cooler Lines.

**Seals and Gaskets:** Head Gaskets and Intake Manifold Gaskets. **Note:** Seepage of seals and gaskets is considered wear and tear and is not covered under this Service Contract.

**B. Electrical/Steering Add-On Option Group:**

**Electrical:** Alternator, Voltage Regulator, Starter Motor, Starter Solenoid and Starter Drive, Engine Compartment Wiring Harness, Ignition Switch, Ignition Switch Lock Cylinder, Electronic Ignition Module, Front and Rear Window Wiper Motor, Headlamp Switch, Washer Pump and Switch, Stop Lamp Switch, Turn Signal Switch, Blower Speed Switch, Horns, Neutral Safety Switch, Power Window Switches, Power Door Lock Switches, Reverse Light Switches.

**Steering:** Steering Box, Steering Rack, Power Steering Pump, and all components contained within the Steering Box, Steering Rack or Power Steering Pump if damaged by the failure of internally lubricated parts.

**C. Air Conditioner/Brakes Add-On Option Group:**

**Air Conditioner:** Condenser, Compressor, Compressor Clutch and Pulley, Air Conditioning Lines and Hoses, Evaporator, Idler Pulley and Idler Pulley Bearing, High/Low Compressor Cut-Off Switch, Expansion Valve, Pressure Cycling Switch, Accumulator/Receiver Dryer, Orifice Tube, Compressor Pressure Relief Valve. Coverage applies to factory installed units only.

**Brakes:** Master Cylinder, Vacuum/Hydraulic Booster, Disc Brake Calipers, Wheel Cylinders, Compensating Valve, Brake Hydraulic Lines and Fittings, Hydraulic Control Unit, Wheel Speed Sensors, Hydraulic Pump/Motor Assembly, Pressure Modulator Valve/Isolation Dump Valve, Accumulator, and Electronic Control Processor.

**PREFERRED COVERAGE PLAN:**

**Component groups 1-12 are covered.**

6. **Preferred Engine:** Cylinder Block, Cylinder Head(s) and all internal parts contained within the engine block, including: Pistons, Piston Rings, Connecting Rod Bearings, Crankshaft, Crankshaft Main Bearings, Camshaft, Camshaft Bearings, Cam Followers, Timing Chain/Belt, Timing Gears, Guides, Tensioners, Water Pump, Rocker Arms, Rocker Shafts, Rocker Bushings, Cylinder Head Valves, Valve Guides, Valve Lifters, Valve Springs, Valve Seals, Valve Retainers, Valve Seats, Push Rods, Oil Pump, Oil Pump Housing, Harmonic Balancer, Oil Pan, Timing Chain Cover, Intake and Exhaust Manifolds, Valve Covers, Engine Mounts, Wrist Pins, Connecting Rods, Distributor Drive Gear, Dip Stick Tube, Balance Shaft, Balance Shaft Bearing, Balance Shaft Bushing, Valve Locks and Oil Pump Pickup, and Engine Cooler.
7. **Preferred Automatic or Standard Transmission and Transfer Case:** Flywheel/Flex Plate, Electronic Shift Control Unit, Transmission Cooler, Transmission Mounts, Oil Pan, Shift Linkage and Shift Bushing, Manual Transmission Case and Automatic Transmission Case, and Transmission Cooler Lines.

8. **Steering:** Steering Box, Steering Rack, Power Steering Pump, and all components contained therein, if damaged by the failure of internally lubricated parts.
9. **Electrical:** Alternator, Voltage Regulator, Starter Motor, Starter Solenoid and Starter Drive, Engine Compartment Wiring Harness, Ignition Switch, Ignition Switch Lock Cylinder, Electronic Ignition Module, Front and Rear Window Wiper Motor, Headlamp Switch, Washer Pump and Switch, Stop Lamp Switch, Turn Signal Switch, Blower Speed Switch, Horns, Neutral Safety Switch, Power Window Switches, Power Door Lock Switches, Reverse Light Switches.
10. **Air Conditioner:** Condenser, Compressor, Compressor Clutch and Pulley, Air Conditioning Lines and Hoses, Evaporator, Idler Pulley and Idler Pulley Bearing, High/Low Compressor Cut-Off Switch, Expansion Valve, Pressure Cycling Switch, Accumulator/Receiver Dryer, Orifice Tube, Compressor Pressure Relief Valve. Coverage applies to factory installed units only.
11. **Brakes:** Master Cylinder, Vacuum/Hydraulic Booster, Disc Brake Calipers, Wheel Cylinders, Compensating Valve, Brake Hydraulic Lines and Fittings, Hydraulic Control Unit, Wheel Speed Sensors, Hydraulic Pump/Motor Assembly, Pressure Modulator Valve/Isolation Dump Valve, Accumulator, and Electronic Control Processor.
12. **Preferred Seals and Gaskets:** Head Gaskets and Intake Manifold Gaskets. **Note:** Seepage of seals and gaskets is considered wear and tear and is not covered under this Service Contract.

## **PREMIUM COVERAGE PLAN:**

### **Component groups 1-18 are covered.**

13. **Front and Rear Suspension:** Upper and Lower Control Arms, Control Arm Shafts and Bearings, Bushings, Torsion Bars, Mounts and Bushings, Upper and Lower Ball Joints, Strut Bearing Plates, Radius Arms and Bushings, Stabilizer Bar, Links and Bushings, Spindle and Spindle Support, Wheel Bearings. The following parts of the Variable Dampening Suspension are covered: Compressor, Control Module, Dampening Actuator, Solenoid, Strut Height Sensor, Mode Selector Switch.
14. **Premium Steering:** Steering Box, Steering Rack, Power Steering Pump, Power Steering Hoses, Steering Knuckles, Pitman Arm, Idler Arm, Tie Rod Ends, Drag Link, Steering Dampeners, Upper and Lower Steering Column Shaft and Couplings including Internal Tilt Wheel Mechanism, Stepper Motors, and Control Valve. The following parts of the Rear Wheel Steering are covered: Rear Steering Shaft and Couplings, Power Cylinder and Pump,

Electronic Control Unit/Solenoid, Phase Control Unit, Stepper Motor, Control Valve and Rack and Tie Rod Ends.

15. **Premium Electrical:** Automatic Climate Control Programmer, Electronic Instrument Cluster, Mileage Computer, Distributor, Ignition Coil, Powertrain Control Module, Electronic Combination Entry System (**Does not include Transmitter or Receivers for Remote Control Locks**), Cruise Control Module, Cruise Control Engagement Switch, Headlamp Motors, Power Window Motor, Power Window Regulator, Power Seat Motor, Power Mirror Motor, Power Antenna Motor/Mast Assembly, Convertible Top Motor, Power Sunroof Motor, Power Seat Switch, Power Mirror Motor Switch, Rear Defogger Switch, Power Door Lock Actuator and Switch, Ignition Coil, Cooling Fan Motor, Fuel Gauge, Oxygen Sensor, Mass Air Flow Sensor and Throttle Position Sensor, EVP Sensor, Knock Sensor, Cooling Sensor, Crank/Cam Sensor, and Ambient Temp Sensor.
16. **Fuel Delivery:** Fuel Pump, Fuel Injection Pump and Injectors, Vacuum Pump, Fuel Tank, Fuel Tank Sending Unit, Metal Fuel Delivery Lines, Pressure Regulator, and Idle Air Control Motor.
17. **Cooling:** Cooling Fan and Motor, Fan Clutch, Belt Tensioner, Radiator, Heater Core, Thermostat, Blower Motor, Hot Water Valve, Overflow Reservoir, Radiator Cap, Thermostat Housing, Low Engine Coolant Module.
18. **Premium Seals and Gaskets:** Seals and Gaskets are covered only for those parts listed in component groups 1 -18. **Note:** Seepage of seals and gaskets is considered wear and tear and is no not covered under this Service Contract.

#### **ULTIMATE COVERAGE PLAN:**

All Vehicle Components are covered **except** those listed below:

- **Any Component listed in the section entitled “What Is Not Covered”**
- Any equipment when not installed by the manufacturer
- Anti-theft systems
- Battery
- Body Panels
- Bolts/Nuts/Fasteners unless needed in conjunction with a covered repair.
- Brake Lining and Brake Pads
- Catalytic Converter
- Coolant Hoses and Drive Belts
- Drums and Rotors except when damaged by a covered part
- Exhaust System
- Glass and any treatments or chemicals related to any glass
- Lenses

- Light Bulbs
- Manual Transmission Clutch components
- Moldings/Weather-Strips
- Paint
- Passive or active safety and restraint systems, and any sensors and/or components related to those systems.
- Radio/speaker equipment
- Recreational Vehicle equipment
- Remote Controls, Key Fobs or Keyless components
- Sealed Beams
- Sheet Metal/Bumpers
- Shocks and Struts
- Spark Plugs and Wires
- Suspension Air Bags
- Telephones, Satellite Services or Systems
- Televisions
- Tires/Wheels/Wheel Covers
- Trim
- Upholstery/Convertible & Vinyl Tops
- Video Entertainment and/or Gaming Systems
- Wiper Blades
- **The components described in the Vehicle's Manufacturer's Maintenance Schedule when such components are repaired or replaced as part of routine or manufacturer-recommended maintenance.**

**ADDITIONAL BENEFITS (Included at no cost):**

1. **24 Hour Roadside Assistance:** Your Vehicle will be covered for up to ten (10) occurrences over the term of Your Service Contract. Towing benefits are provided for up to a maximum of one hundred dollars (\$100.00) per occurrence. Lock out service, fuel and fluid delivery services (**excluding the cost of the fuel or fluids**), or battery boost/jump services are provided for up to a maximum of fifty dollars (\$50.00) per occurrence. Battery boost/jump services are not available for electric or hybrid vehicles. **If Your Vehicle requires Roadside Assistance, You must contact Quest Towing Services for prior approval and assistance, otherwise no coverage for the service will be provided.**

**Please Note: The Emergency Roadside Assistance benefit is not intended to provide reimbursement of services secured through a provider other than the Road Service Processing Center.**

You will be provided with Your Roadside Assistance number in the welcome letter You receive. **Transfer of this Service Contract does not include transfer of the 24 Hour Roadside Assistance Program.**

- 2. Rental Benefit:** Rental reimbursement will only be approved for an authorized repair, beginning on the claim submission date. Reimbursement for a rental vehicle is provided for a maximum of thirty-five dollars (\$35.00) per day, up to a maximum of five (5) days. Any authorized repair which requires the Vehicle to be left at a repair facility will qualify for one (1) day of rental reimbursement. Parts delays will qualify for up to three (3) days of reimbursement. Delays for inspection required by the Administrator qualify for up to one (1) day of rental reimbursement. In no case will delays caused by parts or inspections increase the maximum limit of 5 days. Rental car agreement charges will only be reimbursed to You for charges incurred from a licensed rental agency. You must provide the paid rental receipt to the Administrator to be reimbursed for the charges. In no case will reimbursement exceed the actual cost included on the rental receipts, and no reimbursement will be provided to You until the authorized repairs are complete and paid.

The 24 Hour Roadside Assistance benefits are provided through Quest Software, Inc. d/b/a Quest Towing Services, Inc. and Quest Claims Services, 106 West Tolles Drive, St. Johns, MI 48879 , 1-855-513-5184 .

#### **OPTIONAL COVERAGES:**

- 1. Seals and Gaskets:** Seals and gaskets will be covered only if the Seals and Gaskets option is selected at the time of purchase and the appropriate surcharge paid. **Note:** Seepage of seals and gaskets is considered wear and tear and is not covered under this Service Contract.
- 2. Technology Group:** The following Manufacturer-Installed components are covered: DVD Players; Radio; CD Players; Video and Gaming Systems; Navigation Systems, Back-up Camera, Parking Sensors. Coverage does not include any removable components such as Remote Controls, DVD or CDs.

#### **MANDATORY SURCHARGES**

- 1. 4 Wheel/All-Wheel Drive Coverage:** If Your Vehicle is equipped with 4 Wheel/All-Wheel Drive, the following components are covered: 4 Wheel Drive Actuator and Locking Hubs.
- 2. Diesel:** If You have a diesel Vehicle, an additional mandatory surcharge is applied.
- 3. 1 Ton Vehicle:** If You have a vehicle with a one ton gross vehicle weight capability, (GVW) an additional mandatory surcharge is applied.

4. **Turbocharger/Supercharger (factory installed only):** all internal components contained within the Turbocharger/Supercharger Housing, Turbo Boost Valve, Turbo Waste Gate Actuator, Bearing, Bushing, and all other internal components, and Seals and Gaskets, Supply Line.
5. **Hybrid/Electric Vehicle:** Electric Motor, Power Controller, Inverter Assembly, Generator, Drive Motor Temperature Sensor/Switch, Battery Cooling Fan Relay/Module, Damper, Electric Water pump, Electric Air Conditioning Compressor and Battery Cooling Fan, Water Assembly Valve. A mandatory surcharge is applied if Your Vehicle is a hybrid or fully electric model.

## WHAT IS NOT COVERED

1. **ANY REPAIR OR REPLACEMENT MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR TO THE REPAIR FACILITY.**
2. **Any parts not listed.**
3. **Fluids, filters and lubricants, except when required in connection with the repair or replacement of a covered part.**
4. **All electric-powered or hybrid-specific parts, unless the Hybrid/Electric Vehicle Surcharge was paid at the time You purchased the Service Contract.**
5. **Any Breakdown caused by collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, overheating, freezing, rust or corrosion, windstorm, hail, water, flood, wear and tear, a sludging or gelling condition, carbon build-up or contamination, contamination of fluids or fuels, and misuse, abuse, negligence, and/or failure to protect Your Vehicle from further damage when a Breakdown has occurred.**
6. **Any physical damage, regardless of damaged components and/or cause of damage. Water or air leaks, and any damage caused by water or air leaks.**
7. **Valve Grinding, Burnt Valves, Core Charges, or Wheel Balancing.**
8. **Any Breakdown caused by the use of Your Vehicle for racing or any other forms of competitive driving; plowing snow; towing in excess of the weight for which Your Vehicle is rated; or any other purpose not recommended by the manufacturer.**
9. **Scheduled maintenance, and any Breakdown caused by a lack of required or recommended maintenance, or a failure to maintain proper levels of lubricants and/or coolants.**
10. **Any Breakdown caused by engine detonation or pre-ignition.**
11. **Any Breakdown if, while owned by You, the Vehicle's odometer: (i) has been tampered with; (ii) has been disconnected; or (iii) is broken and was not immediately repaired.**

- 12. Repair or replacement of components to improve operating performance. The repair of valves and/or bearings if a Mechanical Breakdown has not occurred and the purpose of such repair is simply to raise the engine's compression. A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle.**
- 13. Any Breakdown or condition which already existed when You purchased Your Service Contract; or which occurred before You purchased Your Service Contract; or which occurs during the Validation Period.**
- 14. Repair or replacement of any covered part if a Breakdown has not occurred.**
- 15. Any repair or replacement of a covered component after recommended or required service, if such scheduled service was not in fact performed.**
- 16. Any repair or replacement of a covered component when the Breakdown is caused by the Breakdown of a non-covered component, and any repair or replacement of a non-covered component when the Breakdown is caused by the Breakdown of a covered component.**
- 17. Any alterations which have been made to Your Vehicle and are not factory-installed; frame or suspension modifications; lift kits; oversized/undersized tires or wheels; trailer hitches; or any other modifications to any of Your Vehicle's systems.**
- 18. Prior repairs which are the subject of any third party warranty or any prior repairs where there is demonstrable negligence or failure in workmanship; repairs for which the responsibility is covered by any warranty of the manufacturer such as extended drive train coverage, or a repairer's guarantee (regardless of whether or not the manufacturer or repair facility is doing business as an ongoing enterprise), or repairs for which the responsibility is covered by the repairer's guarantee (regardless of whether or not the repair facility is doing business as an ongoing enterprise). Further, coverage under this Service Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means including public recalls and factory service bulletins.**
- 19. Any loss caused by lack of proper and necessary amount of coolants or lubricants.**
- 20. Liability for damage to property, or for injury or death arising out of the operation, maintenance or use of Your Vehicle whether or not related to the part covered.**
- 21. Any Breakdown caused by contamination of fluids, fuels, fuels containing more than 10% ethanol, coolants, lubricants, rust or corrosion.**
- 22. Shop supply charges; EPA Disposal Fees; special-order parts; shipping costs; parts locator research fees; storage fees; filter, lubricants, coolants, fluids and refrigerants except when replacement is required in conjunction with the repair or replacement of a Covered Part.**



23. Repairs to seized or damaged engines due to continued operation without sufficient lubricants or coolant, regardless of cause. You are responsible for making certain that the oil and temperature warning lights/gauges are functioning properly. You must pull off the road immediately and discontinue vehicle operation when any of Your Vehicle's lights/gauges indicate inadequate protection or performance or if overheating occurs.
24. Any failure occurring outside of the United States or Canada.

## INELIGIBLE VEHICLES

1. Any vehicle not expressly listed on the current Contract rate card.
2. Any vehicle with True Mileage Unknown (TMU). TMU is defined as any of the following: (i) the inability to determine Your vehicle's actual mileage at the time of a claim for repair; (ii) the inability to determine Your Vehicle's actual mileage at the time of purchase of this Service Contract; (iii) the vehicle's title has been branded as TMU by a state regulatory agency or department.
3. Any vehicle that has flood damage or has a title branded as FLOOD by a state regulatory agency or department.
4. Any vehicle that has been assigned a salvage title.
5. Trucks over 1 ton classification, taxis, buses, delivery vehicles, and city and state owned vehicles.
6. Vehicles used for racing competition, time trials or rallies.
7. Vehicles modified from manufacturer's specifications.
8. Vehicles not purchased through a licensed authorized agent.
9. Grey Market Vehicles.
10. Vehicles with a fifth wheel, gooseneck trailer hitch, or a snow plow attachment.
11. Vehicles purchased by a minor.
12. Commercial vehicles, including vehicles not registered commercially but used for any commercial purposes.

## TRANSFER AND CANCELLATION

### TRANSFER OF SERVICE CONTRACT:

This Service Contract may be transferred by the Vehicle Owner shown on the Registration Page upon the sale of the Vehicle to another private party. Only one transfer is permitted during the term of the Service Contract.

**The Service Contract transfer must be made at the time of the Vehicle transfer. You must request the transfer in writing, and the Administrator must receive it within seven (7) days of the transfer. A fee of fifty dollars (\$50.00) must accompany the request to transfer, along with the following information:**

1. Name of New Owner,

**2. Address & Telephone Number,**

**3. Copy of Title showing transfer.**

**This Service Contract must be given to the new owner at the time the Service Contract Transfer is completed. Transfer of Service Contract does not include transfer of the 24 Hour Roadside Assistance Program.**

If this Service Contract is transferred, the transferee will not be entitled to a refund for any cancellation after the transfer occurs, unless transferee provides proof of payment for this Service Contract. The payment must be in addition to the payment for the purchase of the Vehicle.

**CANCELLATION OF YOUR SERVICE CONTRACT:**

- 1. You may cancel this Contract at any time.**
- 2. To cancel this Service Contract, either return to the Vendor to complete and sign the cancellation form, or mail written notice to the Vendor of Your election to cancel this Service Contract. A notarized odometer statement indicating the odometer reading at the date of the request will be required.**
- 3. Cancellation requests received:**
  - a. Within the first thirty (30) days will receive a full refund, less any approved claim amounts.**
  - b. After the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts. A fifty dollar (\$50.00) cancellation fee will apply.**

**All cancellation requests will be effective as of the date received. In addition, all cancellation requests must have an effective date which is no later than forty-five (45) days from the date of receipt. If the vehicle is repossessed, stolen, or totaled, this limitation of time may be waived at the Administrator's sole discretion. The Administrator may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.**

- 4. We may cancel at any time if:**
  - a. Your Vehicle is deemed a total loss, is an unrecovered theft, or is repossessed.**
  - b. Your Vehicle's odometer is disconnected or altered, or Your Vehicle is determined to be TMU.**
  - c. Your Vehicle is used in a manner not covered by the Service Contract.**
  - d. Your Vehicle is or has been modified.**

- e. Your Vehicle is an Ineligible Vehicle.
- f. The charge for the Service Contract is not paid to Us.
- g. Your Vehicle is covered by multiple Service Contracts.
- h. You made material misrepresentation, or provided false, incomplete or misleading information in obtaining this Service Contract or in the submission of a claim.
- i. Your Vehicle does not have a valid manufacturer Vehicle Identification Number (VIN).
- j. The Vehicle's title is branded as salvage, junk, rebuilt, totaled or damaged by flood.
- k. The Vendor was not authorized by Us to sell the Service Contract.

If We cancel, the cancellation will be effective as of the date We determine the reason for cancellation. You will receive a pro-rata refund of the unearned amount paid for this Service Contract, less any approved claim amounts. Notice of such cancellation will be delivered to You by first class mail. The notice will state the cancellation effective date and reason.

- 5. If the Service Contract Purchase Price, or any part of the Service Contract Purchase Price, is financed, the lienholder shown on the Registration Page may cancel this Service Contract for a default under the terms of the retail installment agreement between You and the lienholder. You should refer to Your retail installment agreement regarding any applicable refunds.

## REFUND

All refunds will be calculated based on the provisions provided in the section entitled "Transfer and Cancellation."

The Administrator agrees to pay its respective percentage of the refund, based on the amount of the consideration the Administrator received. The Vendor agrees to pay its respective percentage of the refund based on the amount of the consideration the Vendor received.

In the event a refund is due upon the cancellation of this Service Contract, the Administrator shall remit to the Vendor the Administrator's respective percentage of the refund due. Vendor shall then remit to You the full refund amount due, which shall include both the Administrator's and the Vendor's respective percentage of the refund due. In no event will We or Administrator be liable for the Vendor's portion of any refund due to You, including if the Vendor has ceased operations.

The Registration Page and this Service Contract constitute the entire agreement between You and the Provider and no other documents are legal and binding unless provided to You by the Administrator or Provider.

If a lending institution or the Vendor has financed the purchase of this Service Contract, the refund check will be made payable to the lending institution or the Vendor.

## **IF YOUR VEHICLE INCURS A BREAKDOWN**

1. If Your Vehicle incurs a Breakdown, You must take the following steps in order to file a claim:
  - A. Determine if Your Vehicle requires Roadside Assistance. If Your Vehicle requires Roadside Assistance, refer to the section entitled “Plan Coverage,” and specifically the sub-section entitled “Benefits.”
  - B. 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 when a Breakdown has occurred. The operator is responsible for observing Vehicle warning lights and gauges, and taking appropriate action immediately upon notification. Failure to do so may result in the denial of coverage.
  - C. Take Your Vehicle to a licensed repair facility of Your choice.
  - D. Provide the repair facility representative with a copy of Your Service Contract and/or Your Service Contract Number, if possible.
  - E. The repair facility representative must obtain authorization from the Administrator prior to any repair being initiated or any damaged parts being discarded.

### **REPAIRS WITHOUT PRIOR AUTHORIZATION WILL NOT BE COVERED OR REIMBURSED.**

If prior authorization cannot be obtained during the Administrator’s normal business hours and the cost of repair is three hundred and fifty dollars (\$350) or less, the Administrator may waive the pre-authorization requirement at the Administrator’s sole discretion.

The Administrator must still be contacted the first business day following the repair. Such unauthorized repair claims will be reviewed subject to Administrator’s adjudication process.

2. The repair facility **must** do the following **prior** to initiating any repairs:
  - A. Obtain Your authorization to diagnose the cause of Breakdown and cost of the repair. It is Your responsibility to ensure the cause of the Breakdown is properly diagnosed. It is Your responsibility to pay for the cost of diagnosis.

In addition, the Administrator will determine if an inspection and/or tear-down is necessary to confirm the cause of the Breakdown and if it is covered under the terms of this Service Contract. The Administrator will also determine the extent of the tear-down that is necessary. “Necessary” shall be deemed to be

the point where the damage is visible or determinable. You are responsible for authorizing the repair facility to complete the tear-down. The reasonable cost of the authorized tear-down will only be paid by the Administrator if the claim is approved.

- B. Call the Administrator to verify Your coverage and to obtain a Claim Authorization Number. For Claims/Customer Service contact 1-800-871-0467 .
- C. Review the Administrator's determination of the claim with You to explain what will be covered by the Service Contract and what portions of the repairs, if any, will not be covered.

3. When You pick up Your Vehicle, You **must**:

- A. Review the work performed with the repair facility representative.
- B. Pay the Deductible amount shown in the Registration Page.
- C. Pay for any charges not covered by this Service Contract.
- D. Pay for the cost of covered components or repairs above the amount approved by Administrator.

### **PAYMENT OR REIMBURSEMENT OF CLAIMS**

When the damage and repair falls within the scope of this Service Contract and authorization to proceed with the repair is obtained from the Administrator and the repair work is completed, payment will be provided in one of the following two methods, so long as the request for payment is submitted to the Administrator within one hundred and eighty (180) days of the date that the Claim was approved. **No requests for payment will be honored if received after one hundred and eighty (180) days that the Claim was approved.**

- **PAYMENT OPTION:** The Administrator will pay the repair facility for the approved amount of the Claim, less the Deductible, if any. The Administrator will arrange for such payment by check or nationally recognized credit card.
- **REIMBURSEMENT OPTION:** You may request reimbursement from the Administrator, by submitting the paid invoice to the address below. The following information must be included with Your paid invoice and is generally supplied to You by the repair facility You selected. The invoice must contain the following information:
  1. Itemized listing of replacement parts names, numbers and prices.
  2. Description of labor and charges necessary to correct the mechanical failure.
  3. Vehicle mileage, Year Make and Model, complete Vehicle Identification Number.
  4. Date of repair.

**Royal Administration Services, Inc.**

51 Mill Street, Building F

Hanover, MA 02339

Phone: 1-800-871-0467 • Fax: 1-781-261-2522

**Florida Certificate of Authority #60109**

**NOTICE:** This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Service Contract should be interpreted and understood within the meaning of a “service contract” in Public Law #93-637. Our obligations under this Service Contract are backed by a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida 11222 Quail Roost Drive, Miami, FL 33157 . If We fail to perform or make payment under the terms of this Service Contract within sixty (60) days after You request performance or payment, You may apply directly to American Bankers Insurance Company of Florida. Please call 1-866-306-6694 for instructions.