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AAS POWERTRAIN PLUS SAMPLE

CARCHEX®

A Smarter Way To Do Car...

AMERICAN AUTO★SHIELD

CARCHEX A Smarter Way To Do Car...

1597 Cole Boulevard Suite 200 - Lakewood - CO 80401
(800) 531-1925 Fax: (303) 420-7543

VEHICLE SERVICE CONTRACT
DECLARATIONS PAGE

Contract Number
«ContractNumber»

PURCHASER INFORMATION (YOU and YOUR)

First Name	Middle Initial	Last Name	Telephone Number
«Fname»		«Lname»	«Phone»

Address		
«Street»		
City	State	Zip Code
«City»	«State»	«Zip»

VENDOR INFORMATION

Vendor Name		Telephone Number
CARCHEX		877-227-2439
Address		Vendor Number
118 SHAWAN ROAD SUITE 210		
City	State	Zip Code
HUNT VALLEY	MD	21030

OBLIGOR INFORMATION

Name		Telephone Number
American Auto Shield		800-531-1925
Address		Vendor Number
5695 Yukon St		10000D
City	State	Zip Code
Arvada	CO	80002

SAMPLE AGREEMENT

PAYMENT PLAN PROVIDER

Name	City	State

VEHICLE INFORMATION

Year	Make	Model	Vehicle Identification Number
«Year»	«Make»	«Model»	«VIN»

Odometer Reading	Contract Effective Date
«Odometer»	«Date Sold»

These are "EXTRA COST OPTIONS". Item(s) MUST be CHECKED at the time of sale.

Market Labor Rate X	Commercial Use
Luxury Electronics:	Emissions Coverage:

PLAN INFORMATION

"WAITING PERIOD"	Vehicle Service Contract Price	Deductible Amount	Plan Type	Limit of Liability
30 Days and 1,000 Miles OR 90 Days and 200 Miles from Sale Date	«Sale Price»	«Deductible»	«Program»	The aggregate limit of liability of all claims and benefits payable under this CONTRACT is either the actual cash value of the VEHICLE based upon the NADA Average Trade-In Value at the time of claim or $15,000.00, whichever is greater. (See Section K.)

CONTRACT TERM (Whichever Occurs First)		CONTRACT EXPIRATION (Whichever Occurs First)	
Months	OR Odometer Miles	Expiration Date	OR Expiration Mileage
«Term of Contract Months»	«Term of Contract Mileage»	«Expiration Date»	«ExpirationMileage»

The CONTRACT purchaser, whose signature appears below, acknowledges that: the information contained above is, to the best of YOUR knowledge, true; and agrees to the terms and conditions set forth in the CONTRACT. Neither the VENDOR, OBLIGOR, nor the ADMINISTRATOR authorizes anyone to create for them any obligation or liability that does not appear in writing in the CONTRACT. YOU agree to maintain the Covered VEHICLE in accordance with the Manufacturer's and CONTRACT'S stated periodic maintenance requirements and keep all receipts of such maintenance service. YOU understand that prior authorization from the ADMINISTRATOR must be received before services are performed under the CONTRACT. COVERAGE is not afforded for the "Extra Cost Items" items listed above unless the corresponding box(es) is/are marked on the ADMINISTRATOR'S copy of this CONTRACT. **The purchase of this CONTRACT is not required in order to obtain financing for the VEHICLE.** This CONTRACT is neither an insurance policy nor a seller's warranty. This CONTRACT may run concurrent with and is secondary to any applicable manufacturer's warranty. This CONTRACT applies only to the above described VEHICLE.

CONTRACT Purchaser's Signature (You)	Date	VENDOR'S Signature	Date

POWERTRAIN PLUS (GOLD) WITH ROADSIDE ASSISTANCE

In consideration of the payment made by YOU of the amount specified on the DECLARATIONS PAGE, and in reliance upon the warranties and representations made by YOU, the ADMINISTRATOR agrees to pay for the repair or replacement of COVERED PARTS due to MECHANICAL BREAKDOWN or FAILURE sustained during the contract period. COVERAGE provided by the ADMINISTRATOR to YOU is subject to the Definitions, Conditions, Exclusions, Limits, and all provisions outlined in YOUR CONTRACT.

NO PERSON HAS THE AUTHORITY TO CHANGE THIS CONTRACT OR TO WAIVE ANY OF ITS PROVISIONS. THIS CONTRACT IS FOR THE SOLE BENEFIT OF THE PURCHASER NAMED ON THE DECLARATIONS PAGE OF THE CONTRACT AND APPLIES ONLY TO THE VEHICLE DESCRIBED ON THE DECLARATIONS PAGE OF THIS CONTRACT.

A. DEFINITIONS

The following terms have specific meaning when capitalized and used within this CONTRACT:

1. **ADMINISTRATOR, SERVICE CONTRACT PROVIDER, OBLIGOR:** Means American Auto Shield, LLC the party obligated under this CONTRACT. American Auto Shield, LLC, 5695 Yukon Street, Arvada, Colorado 80002; phone: 800-531-1925 and fax: 303-420-7543, this is who YOU contact for all CONTRACT MECHANICAL BREAKDOWN or FAILURE for covered repairs, cancellations and any other questions regarding YOUR CONTRACT. **Important Notice: ADMINISTRATOR'S authorization for CONTRACT MECHANICAL BREAKDOWN or FAILURE for covered repairs and additional benefits is always required prior to any service being performed. See section F for additional information and instructions.**
2. **COMMERCIAL VEHICLE:** Any VEHICLE that is used for business purposes (to generate financial income, full or part-time). See Section G regarding additional definitions, underwriting availability and exclusions.
3. **CONTRACT:** Means this vehicle service contract COVERAGE that YOU have selected and purchased from the VENDOR as listed on the DECLARATIONS PAGE of the CONTRACT.
4. **COVERAGE:** Means the component protection COVERAGE YOU have selected and purchased under this CONTRACT.
5. **COVERED PART:** Means any part or component of the VEHICLE that is not specifically excluded from COVERAGE under this CONTRACT (see section B. titled "COVERAGE Description").
6. **DECLARATIONS PAGE**: Means the page of this CONTRACT that specifies the purchaser information, the VENDOR information, the lien holder information, the plan information, and other key information specific to YOUR CONTRACT and is titled "DECLARATIONS PAGE".
7. **DEDUCTIBLE:** Means the amount YOU must pay for repairs of COVERED PARTS per visit, as listed on the DECLARATIONS PAGE of this CONTRACT.
8. **MECHANICAL BREAKDOWN or FAILURE:** Means the MECHANICAL BREAKDOWN or FAILURE of any original or like replacement part covered by YOUR CONTRACT to work as it was designed to work in normal service, providing the VEHICLE has received required maintenance as defined in Section E of this CONTRACT entitled "VEHICLE MAINTENANCE REQUIREMENTS" and does not include worn parts that are within manufacturer tolerances. Please refer to the wording under exclusions for a listing of conditions under which the FAILURE of a COVERED PART is not

considered a covered MECHANICAL BREAKDOWN or FAILURE.

9. **REPAIR FACILITY:** Means any licensed automotive REPAIR FACILITY capable of performing repair services to a COVERED PART, approved by the ADMINISTRATOR, and at which YOU seek to acquire service under this CONTRACT.
10. **VEHICLE:** Means the VEHICLE described in the DECLARATIONS PAGE of YOUR CONTRACT.
11. **VENDOR:** Means the company from whom YOU purchased this CONTRACT. VENDOR information can be found on the DECLARATIONS PAGE of this CONTRACT.
12. **WAITING PERIOD:** Means the period specified on the DECLARATIONS PAGE. However, if you have purchased this CONTRACT while another service contract or manufacturer warranty is in force for the VEHICLE that names YOU as the holder then the WAITING PERIOD may be shortened and will end upon expiration of said contract or warranty by time or miles if such expiration occurs before the WAITING PERIOD stipulated on the DECLARATIONS PAGE of YOUR CONTRACT. Thirty (30) days and one-thousand (1000) miles will be added to the term of the CONTRACT.
13. **WE, US, OUR:** Means American Auto Shield, LLC.
14. **YOU, YOUR:** Means the CONTRACT purchaser named on the DECLARATIONS PAGE of YOUR CONTRACT.

B. THESE PARTS ARE COVERED:

This CONTRACT covers ONLY the components/parts listed below:

ENGINE (Gas or Diesel): All internally lubricated parts within the Engine including: engine mounts, timing belt, timing gears, cylinder head intake and exhaust valves, valve springs, valve guides, valve seats and oil pump. The engine block and heads are covered only if damage is caused by a FAILURE of any internally lubricated part within the Engine.

TRANSMISSION (Automatic or Standard): All internally lubricated parts within the Transmission including the torque converter and transmission mounts. The transmission case is only covered if damage is caused by a FAILURE of any internally lubricated part within the Transmission. Electronic components, regardless of location, are not covered.

COOLING SYSTEM: Radiator; Water pump and housings.

TRANSFER UNIT (4x4): All internally lubricated parts within the Transfer Case. The transfer case is only covered if damage is caused by a FAILURE of any internally lubricated part within the Transfer Unit. Electronic components, regardless of location, are not covered.

DRIVE AXLE (FRONT & REAR): All internally lubricated parts within the Drive Axle housings, including the axle shafts and constant velocity joints. The differential housing, transaxle housing and final drive housing are only covered if damage is caused by a FAILURE of any internally lubricated part within the Drive Axle. Electronic components, regardless of location, are not covered.

6. **AIR CONDITIONING:** Condenser, compressor, evaporator, expansion valve, accumulator/receiver dryer, orifice tube and blower motor.

7. **ELECTRICAL:** Alternator, voltage regulator, starter motor, ignition switch, front and rear window

wiper motors, head lamp switch, turn signal switch, rear defogger switch, air conditioning blower switch, power window motors, power door lock actuators/switches.

8. **FUEL SYSTEM:** Fuel delivery pump, fuel injection pump, fuel injectors and metal fuel delivery lines.

9. **SEALS AND GASKETS:** Seals and Gaskets are covered only in conjunction with the repair or replacement of the COVERED PARTS listed in 1 through 8 above. **Leaking Seals and Gaskets (as "stand alone" repairs) are not covered by the CONTRACT.**

··OPTIONAL COVERAGES··

The following optional coverage's are included only if selected and an additional charge has been paid as shown on the DECLARATIONS PAGE. Unless the DECLARATIONS PAGE indicates that one or more of the following optional COVERAGES was purchased, the components and coverage's listed below are also excluded:

LUXURY ELECTRONICS PACKAGE (LEP): The following specifically named VEHICLE Manufacturer/Factory installed parts are covered: Radio/GPS/Navigation Components; integrated radio/GPS; Liquid Crystal Display (LCD) Screens; DVD Players; Rearview Back-up Camera and Sensors; Voice Activation Systems; Standalone seat heaters not integrated in upholstery; Sunroof and Convertible Top Motors. COVERAGE, if purchased, is limited to either 1(one) replacement or 1 (one) repair per component for the life of the Contract.

The above LEP COVERAGE is limited only to FAILURES of the "base unit" and does not cover any remote controls, hand-held controls, wiring, game cartridges, headphones, DVD's, MP3 Players, programming, or any other non-listed parts for the covered LEP items above. **Any aftermarket components are specifically excluded from coverage.**

EMISSIONS PACKAGE: If YOU selected and paid an additional charge for the EMISSIONS PACKAGE as shown on YOUR CONTRACT DECLARATIONS PAGE, the following components of YOUR VEHICLE will not be excluded under this CONTRACT: Air Fuel Ratio Sensor/Oxygen Sensor, Air Pump, Barometric Pressure Sensor, Canister Purge Solenoid, EVAP Purge Canister, EVAP Leak detection Pump and Valve, EVAP vent valve, Deceleration Valve, EGR valve, EGR solenoid, EGR check valve, DPFE sensor, EGR controller, EGR diverter valve, EGR relay, Purge Valve, EGR position sensor, EGR lines, EGR/ EFE Thermal Vacuum Switch, EGR/EFE Valve, Engine Oil Fill Cap, Fuel Fill Cap, Fuel Fill Neck Restrictor, Fuel Tank Pressure Sensor, Fuel Tank Vent Valve, Fuel Temperature Sensor, Idle Air Control Valve, Intake Air Resonator, Intake Air Temperature Sensor, MAP Sensor, Mass Air Flow Sensor, PCV Sensor, Air injection control valve, Air injection check valve, Air injection Pump, Air injection Relay.

MARKET LABOR RATE OPTION: If YOU have selected and paid an additional charge for the MARKET LABOR RATE OPTION as shown on YOUR CONTRACT DECLARATIONS PAGE, the maximum payable repair facility labor rate of one hundred dollars ($100) per hour set forth in Section F. 13 of this CONTRACT shall not apply, and the ADMINISTRATOR will authorize repairs for covered MECHANICAL BREAKDOWN or FAILURE based upon the REPAIR FACILITY's posted labor rate.

COVERAGE for components listed in this OPTIONAL COVERAGES SECTION supersedes those excluded in the exclusions section of this CONTRACT only if the applicable surcharge has been paid and noted on the DECLARATIONS PAGE.

C. ADDITIONAL BENEFITS

The following ADDITIONAL BENEFITS **for YOUR covered VEHICLE** are provided with YOUR CONTRACT, except where prohibited by law. These benefits do not apply during the WAITING PERIOD:

ROADSIDE ASSISTANCE: YOUR CONTRACT provides YOU with an emergency road service program when needed, 24 hours a day, 365 days a year. Emergency Roadside services are provided by Roadside Protect, Inc. powered by Signature's Nationwide Auto Club, Inc. If YOUR VEHICLE becomes disabled, call 866-222-7869 and a service vehicle will be dispatched to YOU. There is a combined four hundred dollar ($400) maximum limit for such emergency road service benefits as listed below for the term of YOUR CONTRACT. YOUR CONTRACT DEDUCTIBLE does not apply to roadside assistance. YOUR ROADSIDE ASSISTANCE BENEFITS include:

TOWING SERVICE: If YOUR VEHICLE cannot be started or driven, YOU are covered up to seventy-five dollars ($75) per occurrence for towing expenses.

b. EMERGENCY TIRE SERVICE: If YOUR VEHICLE has a flat or damaged tire, YOU are covered up to a maximum of seventy-five dollars ($75) per occurrence for service to change an inflated spare provided by YOU.

c. LOCKOUT SERVICE: If YOU misplace, break, or accidentally lock YOUR keys in YOUR VEHICLE, dispatch will provide locksmith or emergency VEHICLE service to assist YOU. Lockout service is limited to seventy-five ($75) per occurrence. The cost of new keys is not covered.

d. BATTERY SERVICE: If the battery for YOUR VEHICLE fails, battery jump start services will be provided up to a maximum of seventy-five dollars ($75) per occurrence.

e. FUEL DELIVERY SERVICE: In case it is necessary for the operation of YOUR VEHICLE, a service VEHICLE will deliver oil, fuel, or water to YOU. YOU are responsible for the cost of the oil and fuel. In the event that local state regulations prohibit the delivery of flammable materials (e.g., gas), YOU may have YOUR VEHICLE towed to the nearest gas station as provided under the "Towing Service" paragraph above. Fuel Delivery services are limited to seventy-five dollars ($75) per occurrence.

WINCHING: YOU are covered for winching services provided YOUR VEHICLE is within one hundred (100) feet of a public road (excludes off-road driving). Winching services are limited to seventy-five dollars ($75) per occurrence.

CAR RENTAL REIMBURSEMENT: If YOUR VEHICLE becomes inoperable and must remain at the REPAIR FACILITY and the MECHANICAL BREAKDOWN or FAILURE has been authorized by the ADMINISTRATOR for four (4) or more hours of labor, the ADMINISTRATOR agrees to reimburse YOU for rental car transportation from a licensed vehicle rental company (except where prohibited by law). Such expense shall be limited to forty dollars ($40) per calendar day not to exceed one hundred sixty dollars ($160) per occurrence including delays associated with ADMINISTRATOR required inspections or the shipment of parts needed for covered repairs. WE reserve the right to select the rental car company that YOU use. YOUR car rental benefit is based upon the number of labor hours required to repair YOUR VEHICLE as listed in a nationally recognized labor time guide selected by the ADMINISTRATOR. Each additional eight (8) hours of authorized labor qualifies YOU for an additional day of rental reimbursement, subject to the forty (40) dollars per day and one hundred sixty (160) dollars per occurrence limit of liability, as well as the aggregate limit of liability for this Contract. Rental car benefits require prior authorization by the ADMINISTRATOR.

TRIP INTERUPTION REIMBURSEMENT: If YOUR VEHICLE becomes inoperable more than one hundred (100) miles from YOUR home and must remain at the REPAIR FACILITY overnight as a result of a MECHANICAL BREAKDOWN or FAILURE authorized by the ADMINISTRATOR, WE will reimburse YOU for motel and restaurant expenses up to fifty (50) dollars per day for a maximum of three (3) days. The maximum benefit per occurrence is one hundred fifty (150) dollars and total trip interruption benefits are subject to the aggregate limit of liability for this Contract. To receive motel and restaurant reimbursement, YOU must supply US with receipts from the providers of such services.

D. EXCLUSIONS – The following items are not covered by this CONTRACT:

1. REPAIR OR REPLACEMENT OF ANY PART(S) THAT ARE NOT LISTED AS "COVERED PARTS" IN SECTION B OF THIS CONTRACT;

2. MECHANICAL BREAKDOWN OR FAILURE:

A. WHEN REPAIRS ARE PERFORMED WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, EXCEPT FOR EMERGENCY REPAIRS COMPLETED IN CONFORMITY WITH THE PROVISIONS AND SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION F, PARAGRAPH 11;

B. CAUSED BY A LACK OF MAINTENANCE OR MAINTENANCE ITEMS SUCH AS, BUT NOT LIMITED TO, CONSTANT VELOCITY JOINT BOOTS, TIMING BELT, BRAKE PADS OR SHOES, FILTERS, OIL AND OTHER FLUID CHANGES ;

C. CAUSED BY ACTS OF NATURE, OR BY ANY EXTERNAL CAUSE SUCH AS, BUT NOT LIMITED TO: COLLISION, FIRE OR SMOKE, THEFT, FREEZING, VANDALISM, RIOT OR EXPLOSION, TERRORISM, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, VOLCANIC ERUPTION, WATER OR FLOOD, BREAKAGE OF GLASS, FALLING OBJECTS, OR NUCLEAR CONTAMINATION;

D. OF ANY OTHERWISE COVERED PART THAT DID NOT MEET MANUFACTURER'S SPECIFICATIONS, INCLUDING MODIFICATIONS AND/OR ALTERATIONS TO THE VEHICLE; MECHANICAL BREAKDOWN OR FAILURE OF ANY OTHERWISE COVERED PART THAT IS DIRECTLY OR INDIRECTLY RELATED TO A PART OR SYSTEM THAT DID NOT MEET MANUFACTURER'S SPECIFICATION OR HAS BEEN OTHERWISE MODIFIED OR ALTERED, SUCH PARTS AND MODIFICATIONS INCLUDE BUT ARE NOT LIMITED TO: HEADERS, ALTERED IGNITION SYSTEM, ALTERED ENGINE MANAGEMENT SYSTEMS, FREE FLOW EXHAUST SYSTEM, AFTERMARKET SUNROOFS, AFTER MARKET ALARM SYSTEMS, SNOW PLOWS, OVERSIZED OR UNDERSIZED TIRES, WHEELS OR LIFT AND DROP KITS, WHETHER OR NOT THE VEHICLE WAS PURCHASED WITH SUCH;

E. IF YOUR VEHICLE IS USED FOR: RACING ON OR OFF ROAD, IN A COMPETITION OR SPEED CONTEST;

F. IF YOUR VEHICLE IS USED FOR TOWING IN EXCESS OF TWO THOUSAND (2,000) POUNDS UNLESS EQUIPPED WITH A FACTORY APPROVED TOWING KIT AND AUXILIARY TRANSMISSION COOLER, AND THE WEIGHT OF THE TRAILER DOES NOT EXCEED THE VEHICLE MANUFACTURER'S TOWING SPECIFICATION;

G. IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES EXCEPT WHEN THE VEHICLE IS ELIGIBLE FOR COVERAGE AS DESCRIBED IN SECTION G. "COMMERCIAL VEHICLES" OF YOUR CONTRACT;

H. OF ANY PART(S), COMPONENT(S), OR REPAIR(S) STATED AS COVERED BY THE MANUFACTURER'S FULL, ORIGINAL OWNER/FIRST RETAIL PURCHASER WARRANTY FOR THE TERM AND MILEAGE OF SUCH COVERAGE TO THE ORIGINAL OWNER/FIRST RETAIL PURCHASER, WHETHER COLLECTIBLE OR NOT, OR CONTINUING MANUFACTURER'S WARRANTY COVERAGE THAT IS TRANFERABLE TO SUBSEQUENT OWNER WHETHER TRANSFERRED OR NOT;

I. IF THE COVERED PART IS COVERED BY A MANUFACTURER'S WARRANTY, REPAIRER'S GUARANTEE, OR OTHER SERVICE CONTRACT, OR INSURANCE POLICY OF ANY TYPE THEN SUCH WARRANTY, SERVICE CONTRACT OR INSURANCE SHALL BE PRIMARY AND COVERAGE UNDER THIS CONTRACT SHALL BE SECONDARY;

J. RELATED TO OPTIONAL COVERAGES OR EQUIPMENT AND/OR USE FOR WHICH A SURCHARGE IS APPLICABLE, UNLESS SUCH SURCHARGE HAS BEEN PAID AND IS NOTED ON THE DECLARATION PAGE;

K. IF IT IS DETERMINED THAT THE ODOMETER IS INACCURATE, HAS EVER BEEN INOPERATIVE, OR HAS BEEN ALTERED SUCH THAT THE VEHICLE'S TRUE MILEAGE CANNOT BE VERIFIED;

L. THAT IS THE RESULT OF A DEFECT THAT THE VEHICLE MANUFACTURER HAS ANNOUNCED AS THEIR RESPONSIBILITY BY A PUBLIC RECALL, TECHNICAL SERVICE BULLETIN AND/OR SPECIAL POLICY FOR THE PURPOSE OF CORRECTING SUCH A DEFECT;

M. DUE TO CONTINUED OPERATION AND FAILURE TO PROTECT THE VEHICLE FROM FURTHER DAMAGE ONCE A MECHANICAL BREAKDOWN OR FAILURE HAS OCCURRED;

N. OF A COVERED PART DAMAGED BY A NON-COVERED PART, OR OF A NON-COVERED PART DAMAGED BY A COVERED PART;

O. CAUSED BY MISUSE, ABUSE, NEGLIGENCE, INCORRECT COMPUTER PROGRAMMING, EXTERNAL NUTS, BOLTS, FASTENERS, CONTAMINATION OF COOLANT, FUEL, FLUIDS OR LUBRICANTS;

P. RESULTING FROM OVERHEAT, ENGINE SLUDGE, CARBON, PRE-IGNITION, DETONATION, VARNISH, RUST, CORROSION, FOREIGN OBJECTS, DIRT, DUST, LIQUID, CRACKED RUBBER / NEOPRENE PARTS, DRY-ROT, ROAD CHEMICALS, ABUSE, ALTERATION, OR LACK OF PROPER AND NECESSARY AMOUNTS OF COOLANT, FUEL, FLUIDS OR LUBRICANTS;

Q. PRE-EXISTING CONDITIONS THAT EXISTED PRIOR TO THE LATER OF YOUR CONTRACT PURCHASE DATE OR CONTRACT EFFECTIVE DATE AS LISTED ON YOUR DECLARATIONS PAGE AND THE COMPLETION OF YOUR WATING PERIOD;

R. THAT OCCURRED OR IS REPORTED AFTER YOUR CONTRACT EXPIRATION OR CANCELLATION EFFECTIVE DATE;

S. FOR REPAIR OR REPLACEMENT OF HYBRID ENGINE POWERED VEHICLE BATTERIES OR FOR THE REPAIR OR REPLACEMENT OF PARTS ASSOCIATED WITH HYBRID ENGINE POWERED VEHICLE BATTERIES;

T. THAT OCCURS AS TO GRADUAL LOSS OF PERFORMANCE AND HAS RESULTED FROM NORMAL OPERATION AND USE (DUE TO VEHICLE MILEAGE AND/OR AGE) SUCH AS, BUT NOT LIMITED TO: VALVE GUIDES, VALVES, PISTON RINGS, TRANSMISSION CLUTCH PACK DISCS AND BANDS. UNLESS WORN BEYOND MANUFACTURER TOLERANCES;

U. FOR NORMAL EXPANSION/CONTRACTION SEEPAGE OF SEALS AND GASKETS DUE TO AGE/MILEAGE;

V. WHEN THE MANUFACTURER'S NEW VEHICLE WARRANTY HAS BEEN DETERMINED NULL AND VOID BY THE MANUFACTURER.

3. STORAGE AND FREIGHT CHARGES;

4. REPAIRS NECESSITATED BY AN IMPROPER PRIOR REPAIR;

5. THE COST OF DIAGNOSIS, TEARDOWN, DISASSEMBLY OR ASSEMBLY IF A COVERED MECHANICAL BREAKDOWN OR FAILURE CANNOT BE VERIFIED BY THE ADMINISTRATOR;

6. ANY ADJUSTMENTS, REPOSITIONING, REFITTING, REALIGNING AND/OR CLEANING, INCLUDING BUT NOT LIMITED TO REPAIRS NECESSARY TO CORRECT: TRIM FIT, SQUEAKS, RATTLES, IDLE, WATER LEAKS OR WIND NOISE;

7. REPAIRS IF YOUR VEHICLE IS: A NON-U.S. SPECIFICATION MODEL, IS RATED OVER ONE TON PAYLOAD CAPACITY, IS A LEMON LAW BUYBACK VEHICLE, IS A GREY MARKET VEHICLE OR HAS EVER HAD A TITLE INDICATION OF SALVAGE, JUNK, BRANDED OR OTHER DESIGNATION INDICATING THAT THE VEHICLE HAD BEEN STOLEN, WRECKED, DESTROYED, WATER DAMAGED, OR OTHERWISE DAMAGED TO THE EXTENT THAT IT WAS CONSIDERED TO BE UNECONOMICAL TO REPAIR;

8. NORMAL MAINTENANCE ITEMS, PARTS, AND PROCEDURES SUCH AS, BUT NOT LIMITED TO: ENGINE TUNE-UPS, OIL CHANGES, BRAKE PADS AND SHOES, FUSES AND FUSABLE LINKS, FUSE BOXES, COMPUTER PROGRAMMING, WHEEL OR SUSPENSION ALIGNMENT, FASTENING HARDWARE (EXTERNAL NUTS, BOLTS, SPRINGS, BRACKETS, ETC.), INJECTOR CLEANING, SHOP SUPPLIES, DISPOSAL FEES AND OTHER MISCELLANEOUS SHOP CHARGES;

9. LUBRICANTS, COOLANTS AND FLUIDS UNLESS REQUIRED IN CONNECTION WITH A COVERED REPAIR;

10. ANY PART THAT HAS NOT BROKEN OR FAILED, BUT FOR WHICH A REPAIR FACILITY RECOMMENDS OR REQUIRES REPAIR OR REPLACEMENT;

11. THE REPAIR OR REPLACEMENT OF VALVES AND/OR PISTON RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION OR CORRECTING OIL CONSUMPTION, STICKING OR STUCK RINGS, WHEN MECHANICAL BREAKDOWN OR FAILURE HAS NOT OCCURRED, INCLUDING WHEN SUCH CONDITION RESULTS FROM EXCESSIVE CARBON BUILD-UP.

12. ANY REPAIR IF VERIFIABLE RECEIPTS, AS REQUIRED IN SECTION E. VEHICLE MAINTENANCE REQUIREMENTS," ARE NOT PROVIDED IF REQUESTED BY THE ADMINISTRATOR;

13. ANY COMPONENTS, PARTS OR COSTS INVOLVED WITH UPDATING, BETTERMENT, OR RETROFITTING OF COVERED COMPONENTS OR SYSTEMS OF YOUR VEHICLE FOR ANY REASON INCLUDING BUT NOT LIMITED TO:PRODUCT CHANGES, LACK OF PRODUCT AVAILABILITY, OR GOVERNMENT REGULATIONS;

14. REPAIRS TO CURE FLUID/OIL LUBRICANT SEEPAGE;

15. SHOP SUPPLIES AND HAZARDOUS WASTE REMOVAL ARE EXCLUDED;

16. RETROFITS OR REPLACEMENTS OF ANY COMPONENTS CAUSED BY OR DUE TO COMPLIANCE WITH LAW OR LEGISLATION, AND INCLUDING EMISSION CONTROL EQUIPMENT AND SENSORS ARE EXCLUDED;

17. IF IT IS DISCOVERED THAT A CONTRACT IS ERRANTLY SOLD TO YOU ON AN INELIGIBLE VEHICLE, THEN A FULL REFUND OF THE COST OF THE CONTRACT SHALL BE MADE TO YOU;

18. LOSS OF TIME, INCONVENIENCE, DAMAGE TO PROPERTY OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE THAT RESULTS FROM VEHICLE THEFT, MECHANICAL BREAKDOWN OR FAILURE, AND INJURY AND/OR DEATH OF ANY PERSON REGARDLESS IF THE DAMAGE OR INJURY WAS CAUSED BY YOUR VEHICLE OR ITS PARTS EITHER BEFORE OR AFTER REPAIRS HAVE BEEN MADE;

19. VEHICLES NOT INCLUDED IN ADMINISTRATOR'S RATE AND CLASS GUIDES, INCLUDING BUT NOT LIMITED TO MOTOR HOMES, MOTORCYCLES, RECREATIONAL VEHICLES, VEHICLES USED FOR AGRICULTURAL PURPOSES, EXOTIC VEHICLES, VEHICLES EQUIPPED WITH A SNOW PLOW, BRACKET AND/OR CONTROLS ARE NOT ELIGIBLE FOR COVERAGE UNDER THIS CONTRACT;

20. FAILURES TO THE AIR BAGS, SEAT BELTS OR SUPPLEMENTAL RESTRAINT SYSTEMS.

E. VEHICLE MAINTENANCE REQUIREMENTS

1. This CONTRACT requires VEHICLE maintenance to be performed as follows:

A. VEHICLE maintenance services are to be performed as recommended by YOUR VEHICLE manufacturer. Contact YOUR local dealer or the manufacturer's website of the make of YOUR VEHICLE or the ADMINISTRATOR if YOU have questions about required VEHICLE maintenance;

B. Keep all receipts for maintenance performed on YOUR VEHICLE as YOU may, at OUR sole discretion, be required to present the receipts in the event of MECHANICAL BREAKDOWN or FAILURE.

If requested, proof of required service including **verifiable receipts** showing date, mileage, and VEHICLE identification number of the VEHICLE at the time of service must be presented in order to have repairs authorized on YOUR VEHICLE. If YOU perform your own maintenance, YOU must maintain a log indicating the date and mileage of each service performed and copies of receipts for oil, fluids, filters and other supplies used. YOU may, at OUR sole discretion, be required to provide a copy of the maintenance log and receipts in the event of a claim and YOUR failure or inability to do so may result in a denial of COVERAGE in accordance with this section.

COMMERCIAL VEHICLES have special service requirements. See COMMERCIAL VEHICLE in Section G. of YOUR CONTRACT.

F. IN THE EVENT OF A MECHANICAL BREAKDOWN OR FAILURE:

1. YOU shall protect the VEHICLE from further damage whether or not such MECHANICAL BREAKDOWN or FAILURE is covered by YOUR CONTRACT. **Any operation of the VEHICLE that results in further damage related to the original MECHANICAL BREAKDOWN or FAILURE shall be considered negligence on YOUR part and any such further damage shall not be covered under this CONTRACT. YOU are responsible for making sure that all VEHICLE fluids are full and that the oil warning light/gauge and temperature warning light/gauge are functioning before driving the VEHICLE. YOU are required to safely pull YOUR VEHICLE off of the road and shut off the engine immediately when any of the lights/gauges indicate a problem.**

2. Present this CONTRACT to the REPAIR FACILITY and call the ADMINISTRATOR, toll free at **1-800-531-1925.**

3. The ADMINISTRATOR will determine the validity of the CONTRACT: proper owner, proper VEHICLE, that the CONTRACT is still in force and that payments are current if you enrolled in a payment plan at the time of purchase of this CONTRACT.

4. YOU are responsible for authorizing and paying for any tear down and/or diagnosis time needed to determine if the VEHICLE has a covered MECHANICAL BREAKDOWN or FAILURE. This CONTRACT will not cover flat rate charges for diagnosis. If the breakdown is not caused by a covered MECHANICAL BREAKDOWN or FAILURE, YOU are responsible for payment of the expenses associated with the tear down and diagnosis.

5. Prior to proceeding with repairs, ensure the REPAIR FACILITY calls the ADMINISTRATOR with an estimate of repairs and receives an authorization number from the ADMINISTRATOR. ADMINISTRATOR will not be liable for repairs performed without prior ADMINISTRATOR authorization, regardless of whether or not you have authorized the REPAIR FACILITY to complete the repairs. **Except for emergency repairs performed in accordance with and subject to the limitations included in F.11, any repair performed without prior authorization from the ADMINISTRATOR will not be covered.**

6. The ADMINISTRATOR will verify COVERAGE, confirm the cost of repair using nationally recognized labor guides, authorize repair of COVERED PARTS and labor, and provide the REPAIR FACILITY with an authorization code.

7. The ADMINISTRATOR reserves the right to inspect YOUR VEHICLE prior to issuing any authorization to the REPAIR FACILITY. In the event of a dispute between the ADMINISTRATOR and the REPAIR FACILITY, the ADMINISTRATOR reserves the right to move YOUR VEHICLE to a REPAIR FACILITY of the ADMINISTRATOR'S choice.

8. At the ADMINISTRATOR'S election, repair or replacement of COVERED PARTS will be made with parts of like kind and quality, including but not limited to new, re-manufactured, exchanged, or used components.

9. In-home repair (both self and mobile) is not covered under this CONTRACT. Any payment for the cost of transporting the VEHICLE to a REPAIR FACILITY as a result of an in-home repair effort, or expenses related to correction of ineffective or failed self-repair efforts is not covered.

10. YOU are responsible for paying any amounts not covered by this CONTRACT, including but not limited to the DEDUCTIBLE, for each visit to the REPAIR FACILITY.

11. Reimbursement for emergency repairs performed outside of normal business hours may be obtained

by YOU only if YOU contact US no later than the first business day after such emergency repairs are performed and such emergency repairs meet the following criteria:

a. The MECHANICAL BREAKDOWN or FAILURE must prevent YOU from safely operating YOUR VEHICLE.

b. The need for repair is immediate and the ADMINISTRATOR'S office is closed.

c. The MECHANICAL BREAKDOWN or FAILURE must be of a covered component of YOUR VEHICLE.

The total cost of the repair and/or replacement must not exceed two hundred fifty dollars ($250.00). For any repair or replacement with a cost exceeding two hundred fifty dollars ($250.00), YOU must obtain ADMINISTRATOR'S prior authorization as set forth above or any amount in excess of two hundred fifty dollars ($250.00) will not be covered and will be YOUR responsibility.

12. The ADMINISTRATOR will make payment directly to the REPAIR FACILITY or to YOU for the covered and authorized repairs or additional CONTRACT benefits. The form of payment will be decided by the ADMINISTRATOR.

13. The maximum hourly rate to be paid on any covered repair will be determined based on average REPAIR FACILITY labor rates for the zip code area and VEHICLE type as determined by the ADMINISTRATOR, but not to exceed one hundred dollars ($100) per hour. Any labor charges over one hundred dollars ($100) per hour will be YOUR responsibility in the event the repair facility will not accept our allowed rate and YOU choose to have repairs made at that repair facility. The one hundred dollar ($100) per hour limitation shall be eliminated in the event the market labor rate option has been paid for and is listed on the DECLARATIONS PAGE.

G. COMMERCIAL VEHICLES

1. This CONTRACT may be available for certain types of COMMERCIAL VEHICLES as long as: (a) the VEHICLE is not rated over one (1) ton payload capacity and; (b) the appropriate surcharge is paid at time of CONTRACT purchase.

2. Only the following commercial applications are eligible for coverage under this contract: delivery, messenger, route sales or services, inspections/examinations, maintenance or repair, gardening, and carrying hand tools to the job site.

3. COMMERCIAL VEHICLES are required to follow all original manufacturer's severe service scheduled maintenance and must not exceed maximum towing/load capacities. For specific information, consult YOUR owner's manual or a dealer who sells the make of YOUR VEHICLE.

4. VEHICLES used in any commercial manner not provided in G.2. above are not eligible for COVERAGE. Commercial uses not eligible for coverage include but are not limited to; taxi, limousine, shuttle, police or other emergency use, security service or any law enforcement agency, snow plowing, towing.

5. Any VEHICLE used as a rental or loaner is not eligible for coverage.

VEHICLES rated over one-ton payload capacity and fleet VEHICLES are not eligible for COVERAGE.

H. INSURANCE INFORMATION

OUR obligations under this CONTRACT are insured 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 the 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. Consult the individual state provisions at the end of this CONTRACT to determine if YOUR state has any variances to the above.

Purchase of this CONTRACT is NOT REQUIRED in order to purchase or obtain financing for the VEHICLE. This CONTRACT is not issued by the manufacturer or wholesale company marketing the VEHICLE. This CONTRACT will not be honored by such manufacturer or wholesale company.

I. CONTRACT PERIOD

The CONTRACT begins upon the CONTRACT effective date and starting odometer as indicated on the DECLARATIONS PAGE and will continue until the expiration date or expiration miles as shown on the CONTRACT DECLARATIONS PAGE. This CONTRACT is not renewable.

J. TERRITORY

This CONTRACT applies only to a MECHANICAL BREAKDOWN or FAILURE occurring within the Continental United States, Alaska, Hawaii and Canada.

K. LIMITATIONS OF LIABILITY

The aggregate limit of liability of all claims and benefits payable under this CONTRACT shall never exceed the amount stated on the DECLARATION PAGE or the Actual Cash Value (ACV) of the Vehicle as indicated in the then current NADA Official Used Car Guide as “rough trade-in” or “average trade-in” value depending on the condition of the Vehicle as determined by the Administrator at the time immediately preceding the Mechanical Breakdown or Failure, taking age, mileage and condition into consideration and excluding tag, tax and licensing fees whichever is greater. Liability shall be limited to the reasonable price for repair or replacement of any COVERED PART and the reasonable amount of labor time needed for the repair or replacement of any COVERED PART as based on a nationally recognized guide as selected by the ADMINISTRATOR (maximum labor rate as specified in Section F.13 of YOUR CONTRACT). Parts replacement may include new parts, or parts of like kind and quality, which may include used parts, after-market parts or remanufactured parts, as customarily used in the automobile industry.

YOU will be responsible for the cost of all repairs that exceed the aggregate limit of liability under this CONTRACT. The ADMINISTRATOR shall not be required to authorize or pay for any repair amounts if all needed or covered repairs are not performed on YOUR VEHICLE. 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 YOU or YOUR VEHICLE. This limit of liability applies 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.

L. SUBROGATION

YOU agree that WE, after honoring a claim on YOUR CONTRACT, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN or FAILURE. YOU shall do whatever is necessary to secure such rights. YOU shall do nothing to prejudice such rights, and **YOU shall execute and deliver to ADMINISTRATOR instruments and papers required to either secure or maintain such rights.** All amounts recovered by YOU for which YOU were previously reimbursed under YOUR CONTRACT shall become OUR property or the property of OUR designee and shall be forwarded to the same by YOU, up to the total amount paid by US under YOUR CONTRACT.

M. ARBITRATION

Read the following arbitration 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 ADMINISTRATOR relating to this CONTRACT shall be resolved by binding arbitration. 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 Binding Pre-Dispute Arbitration Rules ("Rules") of the Better Business Bureau ("BBB") in effect when the Claim is filed. You may get a copy of the BBB's Rules by contacting BBB at 1020 Cherokee Street, Denver, CO 80204, calling (303) 758-2100, or visiting www.bbb.org. The filing fees to begin and carry out arbitration 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. 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 Disclosures section of this 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.

N. TRANSFER OF YOUR CONTRACT

Only the Original CONTRACT Purchaser may transfer this CONTRACT.

The Original CONTRACT Purchaser must contact ADMINISTRATOR and submit ALL of the following information / documentation at time of transfer request in order to transfer the CONTRACT:

- Administrative processing fee of fifty dollars ($50.00), a completed transfer application (available from the ADMINISTRATOR) initiated by the original CONTRACT purchaser, and a copy of this CONTRACT; and
- A copy of proper documentation evidencing change of ownership and mileage at date of sale, including a notarized bill of sale signed by both parties; and

The original CONTRACT holder must provide the new owner and the ADMINISTRATOR with copies of all receipts evidencing required maintenance has performed as described in the "VEHICLE Maintenance Requirements" section of YOUR CONTRACT;

This CONTRACT may not be transferred to another VEHICLE. It may only be transferred to a different private owner of the same VEHICLE;

4. The VEHICLE is subject to inspection (at OUR discretion and at YOUR expense) and transfer must take place within thirty (30) days of change of VEHICLE ownership;

5. YOU may not transfer this CONTRACT to a vehicle dealer or to the customer of a vehicle dealer, nor may this CONTRACT be transferred to a commercial use application user if the commercial use surcharge was not paid at time of original CONTRACT purchase;

6. All remaining underlying warranties must be transferred to the new owner;

7. The new CONTRACT holder will be bound by the TERMS AND CONDITIONS of this CONTRACT;

If the original owner / first retail purchaser full warranty does not transfer to the subsequent owner, this CONTRACT COVERAGE will not apply to any MECHANICAL BREAKDOWN or FAILURE that would have been covered for the original owner / first retail purchaser under the manufacturer's original owner / first retail purchaser full warranty.

O. CANCELLATION

1. YOU may cancel this CONTRACT by contacting American Auto Shield, LLC at 5695 Yukon Street, Arvada, Colorado, 80002 in writing and by submitting a request to cancel the CONTRACT and a Federal Odometer Statement or notarized affidavit verifying mileage at the time of request. YOU may cancel this CONTRACT within thirty (30) days of the CONTRACT purchase date, if no claim has been made, and receive a full refund of the total CONTRACT purchase price. YOU may cancel this CONTRACT at any other time and if requested by YOU in writing, receive a pro rata refund based upon the total CONTRACT purchase price calculated upon the greater of the days in force or the miles driven compared to the total CONTRACT term, less claims paid and less the cancellation fee of fifty dollars ($50.00), subject to state specific information provided in any applicable state-specific variance page to this CONTRACT.

The ADMINISTRATOR may cancel this CONTRACT for non-payment of any portion of the CONTRACT purchase price, for misrepresentation in obtaining this CONTRACT, misrepresentation in the submission of a claim, or if YOUR VEHICLE is found to be modified in a manner not recommended by the VEHICLE manufacturer.

In the event YOUR CONTRACT is cancelled for non-payment, YOU will receive, at the ADMINISTRATOR'S discretion, either:

a pro rata refund based upon the total CONTRACT purchase price calculated based upon the greater of the days in force or the miles driven compared to the total CONTRACT term, less claims paid and less a cancellation fee of fifty dollars ($50.00), subject to state specific information provided in applicable state specific addendum to this CONTRACT, or

a continuation of YOUR COVERAGE until a future cancel date or odometer reading. This future cancel date and odometer reading shall be determined by calculating the percentage of the total CONTRACT price that has been paid after deducting a cancellation fee and claims paid, if applicable and applying that percentage to the CONTRACT term and mileage term purchased and adding such amounts to the CONTRACT effective date and the true and accurate starting odometer reading as provided in YOUR DECLARATIONS PAGE. Cancellation for misrepresentation in

the submission of a claim, misrepresentation in obtaining the CONTRACT or VEHICLE modification shall be based on one hundred (100) percent of the unearned pro rata CONTRACT purchase price, as of the cancellation date, less claims paid and less the fifty dollar ($50.00) cancellation fee, if applicable.

All cancellation refunds for CONTRACTS that have not been completely paid for at the time of the cancellation may be fully or partially paid to the payment plan provider or other party responsible for collecting payments on YOUR CONTRACT as listed on the DECLARATIONS PAGE of this CONTRACT or any separate payment plan agreement entered into at the time of purchase.

CARCHEX
Get Protected

CARCHEX EXTENDED VEHICLE PROTECTION

SPECIAL STATE DISCLOSURE

ALABAMA

The following state specific requirements are added to and become part of **YOUR AGREEMENT** and supersede any other provision to the contrary:

Under the **CANCELLATION OF YOUR AGREEMENT** section, paragraphs 1 and 2 are deleted and replaced by the following:

1. **YOU** may cancel this **AGREEMENT** at any time, including when a loss of the **VEHICLE** occurs or when you sell the **VEHICLE** without transfer of this **AGREEMENT**. To cancel, you must submit a written request and return this **AGREEMENT** directly to **US**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If **YOU** cancel this **AGREEMENT** within the first thirty (30) days, **WE** will refund the **AGREEMENT** purchase price if paid in full by **YOU**, or the amount paid by **YOU** toward the **AGREEMENT** purchase price, if paid in installments. If this **AGREEMENT** is canceled after the first thirty (30) days, **WE** will refund the unearned **AGREEMENT** purchase price to **YOU** calculated on a pro rata basis. If **YOU** cancel this **AGREEMENT** before making all payments under this **AGREEMENT**, **YOU** may be entitled to a refund provided that the amount paid by **YOU** toward the **AGREEMENT** purchase price, if paid in installments, exceeds the amount earned by **US** under this **AGREEMENT.** The refund will be equal to the lesser amount produced using either the number of days the **AGREEMENT** was in force or the number of miles the **VEHICLE** was driven prior to cancellation, less a cancellation fee of twenty-five dollars ($25).
2. **WE** may cancel this **AGREEMENT** based on one or more of the following reasons: (A) non-payment of the **AGREEMENT** purchase price; (B) a material misrepresentation made by **YOU**; or (C) a substantial breach of duties by **YOU** under the **AGREEMENT** relating to the **VEHICLE** or its use. In such event, **WE** may require **YOU** to submit an odometer reading to **US**. If this **AGREEMENT** is canceled by **US**, **WE** will refund the unearned **AGREEMENT** purchase price to **YOU** calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the **AGREEMENT** was in force or the number of miles the **VEHICLE** was driven prior to cancellation, less a cancellation fee of twenty-five dollars ($25). If **WE** cancel for any reason other than non-payment of the **AGREEMENT** purchase price or for material misrepresentation made by **YOU**, a notice of cancellation will be mailed to **YOU** at **YOUR** last known address, as provided to **US**, no less than five (5) days prior to the cancellation of **YOUR AGREEMENT**. The notice shall state both the basis for the cancellation and the effective date of the cancellation.

End of Vehicle Service Contract

To view important State Addendums for customers in the following States, please click on the links below:

- Alabama
- Arkansas
- Arizona
- Connecticut
- Georgia
- Illinois
- Indiana
- Iowa
- Louisiana
- Minnesota
- Mississippi
- Nebraska
- Nevada
- New Hampshire
- North Carolina
- Oklahoma
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