



**CARCHEX** | Care

**EXTENDED VEHICLE PROTECTION  
(Florida-Sample Agreement)**



**CARCHEX**  
A Smarter Way To Do Car...



# CARCHEX EXTENDED VEHICLE PROTECTION

AGREEMENT NUMBER

## Vehicle Service Agreement Declaration Page

### AGREEMENT HOLDER INFORMATION

PRIMARY AGREEMENT HOLDER'S NAME	SECONDARY AGREEMENT HOLDER'S NAME
PHYSICAL ADDRESS	EMAIL ADDRESS
CITY/STATE/ZIP CODE	TELEPHONE NUMBER

### VEHICLE INFORMATION

YEAR	MAKE	MODEL	ODOMETER READING
VEHICLE IDENTIFICATION NUMBER (VIN)		VEHICLE IN-SERVICE DATE	VEHICLE PURCHASE PRICE

### PLAN AND COVERAGE INFORMATION

AGREEMENT PURCHASE DATE	AGREEMENT EXPIRATION DATE	AGREEMENT EXPIRATION MILEAGE	AGREEMENT PURCHASE PRICE
PLAN TERMS (MONTHS/MILES)	DEDUCTIBLE	COVERAGE PLAN	
TYPE OF PLAN	PAYMENT PLAN		
<input type="checkbox"/> New	<input type="checkbox"/> Pre-Owned	<input type="checkbox"/> Wrap	
OPTIONAL COVERAGES (SURCHARGE APPLIES TO 1-4)			

Please refer to the "General Provisions" section of this VEHICLE SERVICE AGREEMENT for an explanation of how the expiration date and expiration mileage are determined.

### OTHER PROVISIONS

The ADMINISTRATOR of this VEHICLE SERVICE AGREEMENT is United Service Protection, Inc., License #60016 an Assurant Solutions Company, at Post Office Box 21647, St. Petersburg, Florida 33742. The telephone number is 1-866-305-4276. The ADMINISTRATOR'S hours of operations are Monday through Friday, 8 a.m. to 8 p.m. EST.

The OBLIGOR under this VEHICLE SERVICE AGREEMENT, referred to as "WE," "US" and "OUR" throughout, is United Service Protection Corp., the address and telephone number for which are provided above.

The 24-Hour Roadside Assistance Benefits are provided through Nation Motor Club, Inc. The administrative offices are located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431, and their toll-free phone number is 1-866-375-5374.

If the term of this VEHICLE SERVICE AGREEMENT overlaps with the term of YOUR manufacturer's warranty, look first to YOUR manufacturer's warranty for coverage. This VEHICLE SERVICE AGREEMENT 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.

You must provide all of the information requested in this DECLARATION PAGE in order to validate this VEHICLE SERVICE AGREEMENT. This DECLARATION PAGE shall be the basis upon which the VEHICLE SERVICE AGREEMENT is issued. YOUR (a) verbal authorization to OUR telephone agent and subsequent mailing of YOUR VEHICLE SERVICE AGREEMENT or (b) YOUR electronic signature (by accepting the Privacy Statement on line) confirms OUR right to charge the price quoted and also indicates that the information You have provided is true and correct and that You accept the terms and provisions of this VEHICLE SERVICE AGREEMENT as they have been described to You and You agree to be bound by the terms thereof. The rate charged for this VEHICLE SERVICE AGREEMENT is not subject to regulation by the Florida Office of Insurance Regulation.

YOUR VEHICLE SERVICE AGREEMENT contains an arbitration provision which may affect YOUR legal rights. Please review the arbitration provision in its entirety to determine whether YOUR legal rights are affected.

Purchase of this VEHICLE SERVICE AGREEMENT is not required in order to purchase or obtain financing for a motor VEHICLE.

**CLAIMS ADMINISTRATOR: 1-866-305-4276    Roadside Benefits ADMINISTRATOR: 1-866-375-5374**

To review the General Privacy Policy of United Service Protection Corporation, an Assurant Solutions company, please visit <http://www.assurantsolutions.com/privPolGeneral.html>.

### SIGNATURES FOR VEHICLE SERVICE AGREEMENT

IF SIGNED ELECTRONICALLY, NAME WILL BE PRINTED

PRIMARY AGREEMENT HOLDER'S SIGNATURE	SECONDARY AGREEMENT HOLDER'S SIGNATURE	DATE
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## VEHICLE SERVICE AGREEMENT

### DEFINITIONS

The following definitions apply to words used frequently throughout this **VEHICLE SERVICE AGREEMENT** and which appear in **BOLD-FACED, SMALL CAPS** type:

1. **ADMINISTRATOR** - The entity identified on the **DECLARATION PAGE** that administers this **AGREEMENT** on **OUR** behalf.
2. **BREAKDOWN** - The inability of any **COVERED PART(S)** to perform the function(s) for which it was designed due to defects in material or workmanship. **BREAKDOWN** does not include the gradual reduction in operating performance due to normal wear and tear, where a **BREAKDOWN** has not occurred. The manufacturer has established tolerances for the express purpose of defining **BREAKDOWN** and serviceability. When specifications exceed these manufacturer's tolerances a **BREAKDOWN** will be considered to have occurred.
3. **BUSINESS USE** - Coverage is provided if the **BUSINESS USE** surcharge has been paid as specified on **YOUR DECLARATION PAGE**. Eligibility is limited to the following: cars, trucks and vans used for route sales, inspections, maintenance, repair, landscaping, carrying tools to a job site and eligible **VEHICLES** owned by religious/charitable organizations.
4. **CLAIM** - A demand by **YOU** for benefits under this **AGREEMENT**.
5. **COVERED PARTS** - The parts listed in the Schedule of Coverages section of this **AGREEMENT**.
6. **DECLARATION PAGE** - The numbered document executed by **YOU** which is part of this **AGREEMENT**. It lists information regarding the **VEHICLE** to be covered, **AGREEMENT** terms, and other vital information.
7. **DEDUCTIBLE** - The amount **YOU** are required to pay, as shown on the **DECLARATION PAGE**, towards the total cost for the repair or replacement of **COVERED PARTS** per **CLAIM** made.
8. **OBLIGOR, WE, US and OUR** - The entity identified on the **DECLARATION PAGE** obligated to perform under this **AGREEMENT**.
9. **PLAN** - Refers to the **PLAN**, type of coverage, and term as shown on the **DECLARATION PAGE** of this **AGREEMENT**.
  - a. **New PLAN** - The qualifying **VEHICLE** must have time remaining on the manufacturer's warranty.
  - b. **Pre-Owned PLAN** - The qualifying **VEHICLE** is one that does not meet the definition in the New **VEHICLE PLAN**.
  - c. **Wrap Coverage PLANS** - The qualifying **VEHICLE** must be covered under the manufacturer's powertrain warranty at the time of purchase and the term of the **PLAN** cannot exceed the manufacturer's powertrain warranty. Time starts on the in-service date. If the in-service date is not provided, it will be deemed as July 1st of the **VEHICLE** model year.
10. **PROOF OF MAINTENANCE** - The repair orders from a licensed **REPAIR FACILITY** and/or a self-maintained maintenance log that has corresponding "purchase receipts" for oil and filter, coolant and brake system flush, etc. A self-maintained log without corresponding "purchase receipts" is not acceptable **PROOF OF MAINTENANCE**.
11. **REPAIR FACILITY** - A licensed **REPAIR FACILITY** authorized by the **ADMINISTRATOR** to perform repair services under this **AGREEMENT**.
12. **VEHICLE** - The **VEHICLE** described on the **DECLARATION PAGE** that is covered under this **AGREEMENT**.
13. **VEHICLE SERVICE AGREEMENT ("AGREEMENT")** - This **VEHICLE SERVICE AGREEMENT** which **YOU** have purchased for the **VEHICLE** described on the **DECLARATION PAGE**.
14. **WEAR AND TEAR** - The gradual physical deterioration of the **COVERED PARTS** of **YOUR VEHICLE** resulting from use, passage of time and weather.
15. **YOU, YOUR** - The **AGREEMENT** Holder shown on the **DECLARATION PAGE** of this **AGREEMENT**.

### GENERAL PROVISIONS

1. **AGREEMENT Term:** Coverage under this **AGREEMENT** will expire on the expiration date or when the **VEHICLE** reaches the specified expiration mileage, whichever occurs first, as shown on the **DECLARATION PAGE** of this **AGREEMENT**. **PLAN** coverage expiration is determined as follows:
  - a. **New VEHICLES:** Time starts on the **AGREEMENT** purchase date, and mileage starts at zero (0) miles. The expiration date is determined by adding the months of the term as shown on the **DECLARATION PAGE** to the **AGREEMENT** purchase date, and the expiration mileage is the mileage of the term as shown on the **DECLARATION PAGE**.
  - b. **Wrap Coverage:** Time starts on the in-service date, and mileage starts at zero (0) miles. The expiration date is determined by adding the months of the term as shown on the **DECLARATION PAGE** to the in-service date. If the in-service date is not provided, it will be deemed as July 1st of the **VEHICLE** model year. Expiration mileage is the mileage of the term as shown on the **DECLARATION PAGE**. The Wrap Coverage term cannot exceed the Manufacturer's powertrain warranty.
  - c. **Pre-Owned VEHICLES:** No coverage will be provided under this **AGREEMENT** for pre-owned **VEHICLES** during the first thirty (30) days following the **AGREEMENT** purchase date, or for the first one thousand (1,000) miles the **VEHICLE** is driven after this **AGREEMENT** is purchased, as calculated from the odometer reading shown on the **DECLARATION PAGE**. The expiration date is determined by adding the months of the term as shown on the **DECLARATION PAGE** to the **AGREEMENT** purchase date, plus thirty (30) days and the expiration mileage is determined by adding the mileage of the term as shown on the **DECLARATION PAGE** to the odometer reading of the **VEHICLE** on the **AGREEMENT** purchase date, plus one thousand (1,000) miles.
2. **Coverage:** The coverage afforded to **YOU** for the **VEHICLE** is determined by the **PLAN** and term as shown on the **DECLARATION PAGE** and pursuant to the terms and provisions of this **AGREEMENT**. **WE** will pay on behalf of or reimburse **YOU** for the approved cost to repair or replace any of the **COVERED PARTS** listed in the Schedule of Coverages section which cause a **BREAKDOWN**, less any **DEDUCTIBLE**, and will pay on **YOUR** behalf or reimburse **YOU** for the Additional Benefits and the 24-Hour Roadside Assistance Benefits listed in the Additional Benefits section, provided **YOU** comply with all of the terms and provisions of this **AGREEMENT**. Repairs may be completed with parts of like kind and quality. Please see the Schedule of Coverages section for a detailed list of **COVERED PARTS** and to determine the coverages applicable to **YOUR PLAN**. All covered components must be functioning properly at the time of the sale of this **AGREEMENT**. Please refer to the Guide to Filing a Claim section of this **AGREEMENT** for **CLAIMS** instructions.
3. **DEDUCTIBLE:** **WE** will pay the portion of the expense for a covered repair that is in excess of the **DEDUCTIBLE** as shown on the **DECLARATION PAGE** of this **AGREEMENT**. The standard **DEDUCTIBLE** is one hundred dollars (\$100) per **CLAIM**. An optional **DEDUCTIBLE** of fifty dollars (\$50) or two hundred dollars (\$200) is also available on all **PLANS**. If no **DEDUCTIBLE** is indicated on the **DECLARATION PAGE**, the **DEDUCTIBLE** will be the standard one hundred dollars (\$100) per **CLAIM**. The **DEDUCTIBLE** will not apply to the Additional Benefits or the 24-Hour Roadside Assistance Benefits listed in the Additional Benefits section. In the event that the same **COVERED PART** is replaced under the term of this **AGREEMENT** and meets the definition of a **BREAKDOWN**, the **DEDUCTIBLE** will be waived notwithstanding any manufacturer's warranty. Any new **COVERED PART** or repair will constitute a new **CLAIM** with the **DEDUCTIBLE** applying. **YOU** may have the option to select additional **DEDUCTIBLE** options. Please refer to the Optional Coverage section of this **AGREEMENT** to determine if those options apply to **YOU**.
4. **Limits of Liability:**
  - a. **Single CLAIM Limit:** **OUR** liability with respect to any one **CLAIM** is limited to the approved cost to repair or replace any **COVERED PARTS** using the approved retail labor rate and the listed labor time from a nationally recognized labor time guide (i.e., Motors Guide or All-data), less any **DEDUCTIBLE**. Repairs may be completed with parts of like kind and quality, commensurate with the age and odometer reading of the **VEHICLE** at the time the part(s) failed. Parts replacement may include new parts, or parts of like kind and quality, which may include serviceable, used parts or remanufactured parts, as customarily used in the automobile industry. In all cases parts replacement cost shall not exceed the manufacturer's suggested retail price. In no event shall **OUR** liability exceed the approved cost necessary to correct the actual

cause of the **BREAKDOWN**, or the trade-in value of **YOUR VEHICLE** at the time of said **CLAIM** as listed in the current National Automobile Dealers Associations Used Car Guide (NADA).

- b. **Aggregate Limit:** **OUR** liability with respect to the total of all benefits paid or payable while this **AGREEMENT** is in force shall not exceed the **VEHICLE** purchase price, as shown on the **DECLARATION PAGE** (excluding tax, title, and license fees), or the NADA retail value of the **VEHICLE** at the time of the current repair.
5. **Manufacturer's Warranty:** If any part is repaired and/or replaced under the manufacturer's warranty covering the **VEHICLE**, and those same components are listed in the Schedule of Coverages section of this **AGREEMENT**, **WE** will reimburse **YOU** for a portion of the manufacturer's **DEDUCTIBLE** if the manufacturer's **DEDUCTIBLE** exceeds the **DEDUCTIBLE**, as shown on the **DECLARATION PAGE**. The amount **WE** reimburse will be the actual amount **YOU** were required to pay under the terms of the manufacturer's warranty, less the **DEDUCTIBLE** shown on the **DECLARATION PAGE**.
6. **Territory:** The benefits provided under this **AGREEMENT** are only available for losses and expenses incurred within the United States and Canada.
7. **Incidental & Consequential Damage:** **OUR** and the **ADMINISTRATOR'S** liability for incidental and consequential damages is expressly excluded herein. Incidental and consequential damage is including, but not limited to, property damage, loss of use of the **VEHICLE**, loss of time, inconvenience, or commercial loss resulting from the operation, maintenance and/or use of the **VEHICLE**.
8. **Subrogation Provision:** In the event that coverage is provided under this **AGREEMENT**, **WE** shall be subrogated to all the rights **YOU** may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and **YOU** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. **YOU** shall do nothing to prejudice those rights. Further, all amounts recovered by **YOU** for which **YOU** have received benefits under this **AGREEMENT** shall belong to, and be paid to **US**, up to the amount of benefits paid under this **AGREEMENT**.
9. **Maintenance Requirements and Service History:** **YOU** must have **YOUR VEHICLE** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual for **YOUR VEHICLE**.  
**NOTE:** **YOUR** Owner's Manual lists different servicing recommendations based on **YOUR** individual driving habits and climate conditions. **YOU** are required to follow the normal or severe maintenance schedule that applies to **YOUR** conditions. For related repairs, the **ADMINISTRATOR** may request **PROOF OF MAINTENANCE** and/or **YOUR** self-maintained log with corresponding original receipts. Failure to follow the manufacturer's recommendations that apply to **YOUR** specific conditions may result in the denial of coverage. It is required that **YOU** retain **PROOF OF MAINTENANCE** for the service and/or repair work performed on **YOUR VEHICLE**, regardless if work was performed by **YOU** or a licensed **REPAIR FACILITY**. Repair orders from a licensed **REPAIR FACILITY** must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, **VEHICLE** identification number, date, **VEHICLE** mileage, **YOUR** name and signature, licensed **REPAIR FACILITY** name, address and phone number, repair totals, **DEDUCTIBLE(S)** (if applicable), and method of payment to satisfy the repair order.
10. **Other Provisions:**
  - a. This **AGREEMENT** is not an insurance policy. Unless otherwise regulated under state law, the contents of this **AGREEMENT** should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. However, **OUR** obligations under this **AGREEMENT** 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 **AGREEMENT** 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.
  - b. Proof of payment to **US** shall be considered proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures **OUR** obligation.
  - c. This **AGREEMENT** is not renewable.

## SCHEDULE OF COVERAGES

In the event of a **BREAKDOWN** covered by this **AGREEMENT**, **WE** will pay on behalf of or reimburse **YOU** for the reasonable costs to repair or replace any of the **COVERED PARTS** listed below, less any **DEDUCTIBLE**, in accordance with the **PLAN** as shown on the **DECLARATION PAGE** and the terms and provisions of this **AGREEMENT**.

Coverage PLAN Selection	Component Groups	Covered VEHICLE Eligibility	Seals and Gaskets Coverage?*
Bronze PLAN	1-3	Pre-Owned Only	No
Silver PLAN	1-6	New & Pre-Owned	No
Gold PLAN	1-8	New & Pre-Owned	Yes
Platinum PLAN	1-11	New & Pre-Owned	Yes
Titanium PLAN	1-12	New & Pre-Owned	Yes
Titanium Wrap PLAN	4-12	New Only	Yes
Diesel Wrap PLAN	2-12	New Only	Yes

### BRONZE PLAN

(Component Groups 1-3 are covered)



1. **Components:** All internally lubricated parts, including pistons, pins, rings, connecting rods and bearings, crankshaft and main bearings, camshaft, followers and cam bearings. Push rods, valves, springs, guides, seats, lifters, rocker arms, shafts, bushings, core plugs, timing gear, timing chain or timing belt, belt tensioners and retainers. Eccentric shaft, oil pump, oil cooler and oil cooler lines. Engine block and cylinder head(s) are covered only if the failure occurred due to an internally lubricated part. Also covered are the following: water pump, fuel pump, oil pan, intake and exhaust manifolds, engine mounts and cushions, engine torque strut, timing cover, valve cover(s), harmonic balancer, flywheel (flex plate) and flywheel ring gear, vacuum pump, dipstick and tube, all pulleys, and all internally lubricated parts of the turbocharger/supercharger, including waste gate, vanes, shafts, and bearings. The turbocharger/supercharger housing is covered only if damaged by the failure of an internally lubricated part. **Electric VEHICLE Components:** Main or Primary drive electric motor.



2. **Transmission Components:** (Automatic or Manual) All internally lubricated parts contained within the cases. Transmission case and transfer case is covered only if damaged by the failure of an internally lubricated part. Torque converter, filler tube, dipstick, vacuum modulator, internal linkage and transmission mounts are also covered. **Hybrid and Electric VEHICLE Components:** Transaxle, electronic transmission, and electronic coils. All specifications listed above also apply to Hybrid and Electric **VEHICLES**.



3. **Drive Axle Components:** (Front & Rear) All internally lubricated parts contained within the differential housing, trans-axle housing, final drive housing. Differential housing, trans-axle housing and final drive housing is covered only if damaged by the failure of an internally lubricated part. Axle shafts, constant velocity joints, universal joints, drive shafts, locking hubs, hub bearings, locking rings, supports, retainers and bearings.

### SILVER PLAN

(Includes Component Groups 1-3 listed for Bronze Plan PLUS Component Groups 4-6)



4. **Fuel Delivery Components:** Fuel pump, fuel tank, fuel tank sending unit, metal and plastic fuel lines, fuel injectors, transfer pumps, throttle body, fuel distributor, fuel injection pump, diesel injectors, diesel injector pump and vacuum booster pump.



5. **Electrical Components:** Starter, alternator, voltage regulator, distributor, ignition coil, wiring harness, ignition switch, lock and tumbler, brake light switch, power door locks, window motors and regulators, turn signal switch, wiper delay switch and controller, relays, gauges, instrument cluster, electronic mixture control unit and sensors, electronic anti-detonation sensors.



6. **Air Conditioning Components:** (Factory Installed Units Only) Air conditioner compressor, clutch, clutch pulley, clutch coils, electrical HVAC actuators, condenser fan and motor, evaporator, expansion valve, accumulator, orifice, idler pulley, bearing, blower motor, temperature control programmer, blower resistor/transistor, high/low cut off switch and receiver/dryer.

### GOLD PLAN

(Includes Component Groups 1-6 listed for Bronze Plan AND Silver Plan PLUS Component Groups 7-8)



7. **Braking Components:** Master cylinder, power assist booster, wheel cylinders, combination valves, metal hydraulic lines and fittings, disc calipers, backing plates, springs, clips, retainers, and electronic anti-lock brake system (ABS) and relays. Parking brake linkage and cables, and rear actuators. **Regenerative Braking System Components:** Electro-hydraulic control unit, vacuum pump and reservoir, pedal feel simulator unit, intelligent alternator control, revolving flywheel, sensors, actuator and wheel speed sensors.



8. **Steering Components:** Gear housing and all internally lubricated parts, including the rack and pinion, power steering pump, main and intermediate shafts. Couplings, cooler and cooler lines, power cylinder and pitman arm. Idler arm, tie rod and tie rod ends and control valve. **Electric and Hybrid VEHICLE Electronic Power Steering Components:** Steering assist motor, torque-sensing device, sensors and EPS electronic control unit.

### PLATINUM PLAN

(Includes Component Groups 1-8 listed for Bronze Plan, Silver Plan AND Gold Plan PLUS Component Groups 9-11)



9. **Suspension Components:** Struts, mounting plates, retainer and bushing, upper and lower control arms, control arm shafts and bushings. The upper and lower ball joints, steering knuckles, wheel bearings, stabilizer shaft, linkage and bushings, torsion bars, spindle and spindle supports, radius arm and bushings, coil and leaf springs, strut bar and bushing.



10. **Enhanced Electrical Components:** Solenoids, wiper motors, horn button and horns, manually operated switches, mirror motors and controls, power antenna motor, power seat motor; cruise control transducer, engagement switch and servo, wiper/washer controller and pump, power sunroof/convertible top motor and switches, seat warmers and coolers, electronic level control module, engine control module, transmission control module, powertrain control module, body control module, keyless entry system, and electronic anti-theft device (factory installed only). **Hybrid and Electric VEHICLE Components:** Electronic motor, power controller, inverter, generator(s), and electronic display monitor, electric VEHICLE power cord and electrical inlet. All specifications listed above also apply to Hybrid and Electric VEHICLES.



11. **Heating/Cooling Components:** Water pump, thermostat, radiator and mounting brackets. Fan shroud and fan controller module. The coolant recovery unit. Heater ducts and cabins. Blower motor, heater core, fan, fan clutch and fan motor.

### TITANIUM PLAN

(Includes Component Groups 1-11 listed for Bronze Plan, Silver Plan, Gold Plan and Platinum Plan PLUS Component Group 12)



12. **Titanium PLAN covers all parts of the VEHICLE except for the following items:**
  - a. **Parts listed under the Exclusions From Coverage section of this AGREEMENT;**
  - b. **Parts covered under the manufacturer's warranty, special policy, or recall; and**
  - c. **Any coverages under the Optional Coverages section of this AGREEMENT, unless the coverage has been specifically purchased as shown on the DECLARATION PAGE of this AGREEMENT.**

## TITANIUM WRAP PLAN

(Includes Component Groups 4-11 listed for Silver Plan, Gold Plan and Platinum Plan PLUS Component Group 12, but specifically excludes components 1-3 listed for Bronze Plan)



Titanium Wrap PLAN covers all parts of the VEHICLE except the following items:

- a. Parts listed under the Exclusions From Coverage section of this AGREEMENT;
- b. Parts covered under the manufacturer's warranty special policy, or recall;
- c. Components groups 1, 2, and 3 listed above; and
- d. Any coverages under the Optional Coverages section of this AGREEMENT, unless the coverage has been specifically purchased as shown on the DECLARATION PAGE of this AGREEMENT.

## TITANIUM DIESEL WRAP PLAN

(Includes Component Groups 2-11 listed for Silver Plan, Gold Plan and Platinum Plan PLUS Component Group 12, but specifically excludes component 1 listed for Bronze Plan)



Titanium Diesel Wrap PLAN covers all parts of the VEHICLE except the following items:

- a. Parts listed under the Exclusions From Coverage section of this AGREEMENT;
- b. Parts covered under the manufacturer's warranty special policy, or recall;
- c. Components group 1 listed above; and
- d. Any coverages under the Optional Coverages section of this AGREEMENT, unless the coverage has been specifically purchased as shown on the DECLARATION PAGE of this AGREEMENT.

\*Seals and Gaskets are covered for all listed parts for the specified PLANS, provided the VEHICLE has 95,000 miles or less at the time of purchase of this AGREEMENT.

## ADDITIONAL BENEFITS



1. **Substitute Transportation:** In the event of a BREAKDOWN covered by this AGREEMENT, WE will pay on behalf of or reimburse YOU for receipted expenses to rent a replacement VEHICLE from a licensed rental agency or for alternate public transportation while the VEHICLE is at a licensed REPAIR FACILITY in accordance with the terms and provisions of this AGREEMENT.

WE will pay the actual expenses, not to exceed forty dollars (\$40) per day for every eight (8) labor hours, or portion thereof, flat rate labor time from a nationally recognized labor manual, for the labor time authorized to complete the repair, plus two (2) days parts delay, if needed. Total benefit shall not exceed three hundred twenty dollars (\$320) for each repair visit.



2. **Trip Interruption:** In the event that a BREAKDOWN occurs more than one hundred (100) miles from YOUR home and results in a REPAIR FACILITY keeping the VEHICLE overnight, WE will reimburse YOU for receipted motel and restaurant expenses, up to one hundred dollars (\$100) per day for a maximum of three (3) days. Total benefit shall not exceed three hundred dollars (\$300) per occurrence. Prior authorization is not required for Trip Interruption benefits.

### 24-HOUR ROADSIDE ASSISTANCE BENEFITS



1. **Towing and Wrecker Service:** In the event the VEHICLE becomes disabled due to a covered BREAKDOWN which renders the VEHICLE inoperable, WE will arrange to have the VEHICLE transported to the nearest qualified repair service facility and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the transportation expenses.



2. **Flat Tire Change:** In the event of a flat tire on the VEHICLE, WE will arrange for a service provider to mount an inflated spare tire provided by YOU and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the flat tire service call.



3. **Emergency Gas Delivery Service:** In the event the VEHICLE runs out of gas, WE will arrange for a service provider to deliver an emergency supply of gas for the VEHICLE and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the gas delivery service, excluding the cost of the gas. YOU are responsible for the cost of the emergency supply of gas at the time of delivery.



4. **Battery Jump Service:** In the event the VEHICLE will not crank due to a weak or "run-down" battery, WE will arrange for a service provider to boost or jump-start the battery and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the battery jump service.



5. **Key Lockout Service:** In the event the keys for the VEHICLE are lost, broken or accidentally locked in the VEHICLE, or the VEHICLE has a frozen lock, WE will arrange for a service provider to unlock the VEHICLE and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the locksmith service, excluding the cost of replacement keys. YOU are responsible for the cost of any replacement keys at the time of service.

The 24-Hour Roadside Assistance Benefits are included for the full term of this AGREEMENT and are provided through Nation Motor Club, Inc. The administrative offices are located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431, and their toll-free phone number is 1-866-375-5374. For CLAIM instructions, please refer to the Additional Benefits Claim Instructions section.

## OPTIONAL COVERAGES



1. **BUSINESS USE:** In the event that **You** purchased the **BUSINESS USE** option as shown on the **DECLARATION PAGE** of this **AGREEMENT**, **WE** will provide coverage for those **VEHICLES** defined as **BUSINESS USE VEHICLES**.



2. **Key Guard:** In the event that **You** purchased the Key Guard option as shown on the **DECLARATION PAGE** of this **AGREEMENT**, **WE** will pay a maximum replacement amount not to exceed five hundred dollars (\$500) for the life of the contract should the key of **YOUR VEHICLE** become stolen, damaged, or lost.



3. **Navigation System Coverage (Available for Gold and Platinum PLANS ONLY, surcharge applies):** In the event that **You** purchased the Navigation System Coverage option as shown on the **DECLARATION PAGE** of this **AGREEMENT**, factory installed Navigation system will be covered.



4. **Hi-Tech Package (surcharge applies):** In the event that **You** purchased the Hi-Tech Package option as shown on the **DECLARATION PAGE** of this **AGREEMENT**, the electronic components of the following factory installed systems will be covered: Adaptive Lighting, Ambient Lighting, Auto Dimmers, Autonomous Cruise Control Systems, Blind Spot Monitors, Bluetooth Systems, Collision Avoidance Systems, Driver Information Center, Driver Recognition Systems, Entertainment Technology, Eye Detection Systems, Hands Free Systems, Heads Up Display Systems, Humidity Sensors, Infrared Systems, Lane Departure Systems, Multimedia Interface Systems, Proximity Sensors, Rear Monitoring Cameras, Rest Recommendation Systems, Self Parking Systems, SOS Systems (such as Onstar®), Tire Pressure Monitoring System, Touch Screen Technology, Vibration Sensors, Voice Recognition/Command Systems.



5. **Reducing DEDUCTIBLE:** In the event that **You** purchased the Reducing **DEDUCTIBLE** option, the **DEDUCTIBLE** will be one of the following as shown on the **DECLARATION PAGE** of this **AGREEMENT**:
- Five hundred dollars (\$500) for the first ninety (90) days of this agreement;
  - Five hundred dollars (\$500) for the first one hundred eighty (180) days of this agreement;
  - One thousand dollars (\$1,000) for the first ninety (90) days of this agreement;

On the first day immediately following the Reducing **DEDUCTIBLE** period as shown on the **DECLARATION PAGE**, the **DEDUCTIBLE** will reduce to the **DEDUCTIBLE** as shown on the **DECLARATION PAGE**.

## EXCLUSIONS FROM COVERAGE

### THIS AGREEMENT DOES NOT PROVIDE COVERAGE:

- FOR REPAIR COSTS OR EXPENSES REPORTED OR MADE AFTER THE EXPIRATION OF THE TERM OF THIS AGREEMENT OR NOT AUTHORIZED BY THE ADMINISTRATOR;
- FOR REPAIR COSTS OR EXPENSES FOR PRE-OWNED VEHICLES OUT OF THE MANUFACTURER WARRANTY INCURRED WITHIN THE FIRST THIRTY (30) DAYS AND ONE THOUSAND (1,000) MILES OF THE AGREEMENT PURCHASE DATE;
- FOR REPAIR COSTS OR EXPENSES FOR ANY OF THE OPTIONAL COVERAGES, UNLESS THE SURCHARGE HAS BEEN PAID FOR AND AS SHOWN ON THE DECLARATION PAGE;
- FOR REPAIR COSTS OR EXPENSES IF THE ODOMETER OF THE VEHICLE BREAKS OR BECOMES INOPERABLE OR UNRELIABLE FOR ANY REASON AND ODOMETER REPAIRS WERE NOT MADE IMMEDIATELY AT THE TIME OF FAILURE, OR IF THE ODOMETER HAS BEEN TAMPERED WITH, DISCONNECTED OR ALTERED IN ANY WAY;
- FOR REPAIR COSTS OR EXPENSES IF THE VEHICLE HAS BEEN USED FOR THE FOLLOWING PURPOSES, REGARDLESS OF WHETHER THE BUSINESS USE OPTION WAS PURCHASED: POLICE OR LAW ENFORCEMENT SERVICES, FIRE, AMBULANCE OR EMERGENCY SERVICES, TAXI, LIMOUSINE OR SHUTTLE SERVICES, PICK-UP AND/OR DELIVERY OPERATIONS, RACING, NEWSPAPER OR MAIL DELIVERY, RENTAL SERVICES, CONSTRUCTION, SECURITY SERVICES, SNOW REMOVAL OR SNOW PLOWING, CABLE OR LINE INSTALLATION, OR HAULING FOR HIRE, OR IF THE VEHICLE HAS BEEN USED FOR HAULING TRAILERS IN EXCESS OF THE MANUFACTURER'S RATED CAPACITY OR HAULING TRAILERS WITHOUT SUITABLE EQUIPMENT, OR IF THE REQUIREMENTS IN THE MANUFACTURER'S MANUAL FOR VEHICLES USED TO PULL TRAILERS ARE NOT FOLLOWED; OR REPAIR EXPENSES CAUSED BY A BROWN OUT; OR DUE TO BREAKDOWNS CAUSED BY ANY REPAIR WHEN THE SOLE PURPOSE IS TO RAISE THE VEHICLES ENGINE COMPRESSION OR TO STOP EXCESSIVE OIL CONSUMPTION;
- FOR REPAIR COSTS OR EXPENSES IF YOU CANNOT PROVIDE TO THE ADMINISTRATOR ACCURATE RECORDS PROVING THAT YOU HAVE MAINTAINED THE VEHICLE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS, OR IF ANY MECHANICAL OR ELECTRICAL ALTERATIONS HAVE BEEN MADE TO THE VEHICLE OR IF THE VEHICLE IS USED IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF ANY CUSTOM ADD-ON/AFTERMARKET PART, REGARDLESS IF INSTALLED BY YOU OR A FRANCHISE DEALER OR ANY FRAME, LIFT KIT OR SUSPENSION MODIFICATIONS, THE USE OF OVERSIZED TIRES, INSTALLATION OF HEADER PIPES, REMOVAL OF ANY EMISSION CONTROL PARTS SYSTEM, OR ALTERATIONS TO HYBRID DRIVE SEQUENCE, INCLUDING DISABLING ANY PART OF THE SYSTEM.
- FOR COSTS OR EXPENSES COVERED UNDER THE MANUFACTURER'S BASIC WARRANTY PERIOD OR COVERED BY A RECALL OR SPECIAL POLICY BY THE MANUFACTURER; REGARDLESS OF WHETHER OR NOT THAT GUARANTOR IS DOING BUSINESS AS AN ONGOING ENTERPRISE;
- FOR REPAIR COSTS OR EXPENSES IF THE VEHICLE HAS BEEN ABUSED OR NEGLECTED, OR ANY PART OF IT HAS BEEN SUBJECT TO ALTERATION OR ACCIDENT, OR FOR ANY ACCIDENTAL LOSS OR DAMAGE RESULTING FROM COLLISION OR UPSET, FALLING MISSILES OR OBJECTS, FIRE, THEFT, ARSON, EXPLOSION, LIGHTNING, LIGHTNING STRIKE, POWER SURGE, EARTHQUAKE, WINDSTORM, ICE, HAIL, WATER, FLOOD, MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, PHYSICAL DAMAGE, OR IF THE VEHICLE IS A TOTAL LOSS, HAS BEEN REPOSSESSED OR IS THE SUBJECT OF A REPOSSESSION ACTION, OR FROM ANY OTHER CAUSE WHATSOEVER, EXCEPT AS OUTLINED IN THIS AGREEMENT;
- FOR LIABILITIES FOR DAMAGE TO PROPERTY OR FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, REPAIR, MAINTENANCE OR USE OF THE VEHICLE, WHETHER OR NOT RELATED TO ANY COVERED PART, OR FOR CONSEQUENTIAL LOSSES OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS RESULTING FROM THE OPERATION, MAINTENANCE AND/OR USE OF THE VEHICLE, UNLESS SPECIFICALLY COVERED HEREIN;
- FOR ANY MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT; OR FOR REPAIR COSTS OR EXPENSES IF A BREAKDOWN IS DIRECTLY OR INDIRECTLY CAUSED BY OVERHEATING OF ANY COVERED PART OR NON COVERED

PART OR BY THE FAILURE OF THE INSURED TO MAINTAIN PROPER QUALITIES OR LEVELS OF COOLANTS OR LUBRICANTS; OR DAMAGE RESULTING FROM CONTINUED OPERATION IN A FAILED CONDITION;

11. FOR REPAIRS OR REPLACEMENT TO ANY PART THAT HAS NOT SUFFERED A BREAKDOWN, OR FOR REPAIR COSTS NOT NECESSARY TO CORRECT A BREAKDOWN, OR IF A PART IS NOT WORN BEYOND FACTORY TOLERANCES, OR FOR DAMAGES OR ANY LOSS RESULTING FROM FAULTY OR NEGLIGENT AUTO REPAIR WORK OR FROM THE INSTALLATION OF DEFECTIVE PARTS;
12. FOR ANY COSTS DUE TO CONTAMINATION OF ANY KIND, CORROSION, RUST, DETONATION, PRE-IGNITION, CARBON BUILD UP, SLUDGE BUILD UP, ELECTROLYSIS, RATTLES, WATER LEAKS, WIND NOISES;
13. FOR ANY OF THE FOLLOWING PARTS OR SERVICES: BRAKE PADS, SHOES, ROTORS, DRUMS; MANUAL AND HYDRAULIC CLUTCH ASSEMBLY SUCH AS, BUT NOT LIMITED TO: MANUAL CLUTCH PEDAL, DISC, PRESSURE PLATE AND THROW-OUT BEARING; TUNE UP, BATTERIES, INCLUDING HYBRID BATTERIES, BATTERY CABLES, AIR FILTERS; OIL FILTER; COOLANTS, FLUIDS, THERMOSTAT, IF NOT IN CONNECTION WITH A COVERED REPAIR; SPARK PLUGS, PLUG WIRES, GLOW PLUGS, DRIVE BELTS, RUBBER HOSES, EXHAUST PIPES, CATALYTIC CONVERTER, EGR VALVE, MUFFLERS, RESONATORS; ALIGNMENTS, WHEEL BALANCING, SHOCK ABSORBERS, WHEELS AND COVERS; TIRES; CONTAMINATION OF ANY KIND, CORROSION, RUST, HAZARDOUS WASTE REMOVAL; ANY COMPONENT WHOSE ONLY PURPOSE IS FOR ILLUMINATION, SECONDARY OR BACK-UP BATTERIES, THERMAL MANAGEMENT SYSTEM OR BATTERY HEATING AND COOLING SYSTEM; ANY BODY COMPONENTS SUCH AS, BUT NOT LIMITED TO CHASSIS FRAME AND SUBFRAME, BRIGHT METAL PARTS, RUBBER MOLDINGS, WEATHER STRIPS, METAL, ALL GLASS AND DEFOGGER, PLASTIC, TRIM, UPHOLSTERY, SEAT PADS, VINYL TOP, WIPER BLADES, WIPER ARMS, CARPET, ASHTRAYS, CUP HOLDERS, NORMAL MAINTENANCE ITEMS OR SERVICES; ANY NON-FACTORY INSTALLED PARTS, CONVERTIBLE TOP AND ASSEMBLY (WITH THE EXCEPTION TO THE CONVERTIBLE TOP MOTOR AND SWITCHES), SAFETY RESTRAINT SYSTEMS (AIR BAGS OR SEAT BELTS) OR PART THEREOF;
14. CHARGES FOR SHOP SUPPLIES, FREIGHT, HAZARDOUS WASTE DISPOSAL, WHEEL ALIGNMENT AND TIRE BALANCE;
15. FOR ANY COMPONENTS INCLUDED IN ANY OF THE OPTIONAL COVERAGE PLANS OR OPTIONAL COVERAGES UNLESS THE OPTION HAS BEEN PAID FOR AND AS SHOWN ON THE DECLARATION PAGE;
16. FOR REPAIR COST OR EXPENSES FOR THE FOLLOWING, REGARDLESS OF WHETHER OR NOT ANY OF THE OPTIONAL SURCHARGES HAS BEEN PAID FOR BY YOU AND AS SHOWN ON THE DECLARATION PAGE: FOR SOFTWARE UPDATES AND PROGRAMMING (UNLESS IN CONJUNCTION WITH A COVERED REPAIR); PAINT MATCHING; DISCS; ANY KIND OF LIGHT BULBS OR HEADLAMPS; OUTSIDE MIRRORS; GLASS; WINDSHIELD WIPERS AND ARMS; ALL PHONES INCLUDING SMARTPHONES, TABLETS, OR ANY EXTERNAL DEVICE CONNECTING TO THE VEHICLE; LOSS OF PIXELS, RETROFITTING DUE TO UNAVAILABILITY OF PARTS; KEY FOBS (UNLESS KEY GUARD OPTION HAS BEEN PAID FOR BY YOU AND AS SHOWN ON THE DECLARATION PAGE); SEATS AND SEAT TRACKS, HEADPHONES, REMOTE CONTROLS, AND BATTERIES; MONTHLY SUBSCRIPTIONS OF ANY KIND; OR ANY DATA CHARGES.

## GUIDE TO FILING A CLAIM

### A. INSTRUCTIONS FOR THE AGREEMENT HOLDER:

1. **Prevent Further Damage by taking immediate action:** This AGREEMENT will not cover the damage caused by not securing a timely repair of the failed component, including failure to replace leaking seals and/or gaskets.
2. **Take VEHICLE to an approved licensed REPAIR FACILITY:** Provide the REPAIR FACILITY with a copy of this AGREEMENT and/or the AGREEMENT number.
3. **Authorize Repair:** Authorize the REPAIR FACILITY to complete the repairs and provide the ADMINISTRATOR with a copy of a signed authorization. Also ensure the REPAIR FACILITY obtains prior authorization from the ADMINISTRATOR, as detailed in the instructions for the REPAIR FACILITY detailed below.
4. **Pay DEDUCTIBLE and Costs for Non-Covered Repairs:** WE will reimburse the REPAIR FACILITY or YOU for the cost of the work performed on the VEHICLE that is covered by this AGREEMENT for the authorized amount, less the DEDUCTIBLE (if any). YOU must pay for any repair or service that is not covered by this AGREEMENT. WE will pay the REPAIR FACILITY by charge card on YOUR behalf for a covered repair. In some cases, it may be necessary for YOU to pay the repair bill in full. In such event, WE will reimburse YOU for the authorized cost of the repair, less any applicable DEDUCTIBLE.

### B. INSTRUCTIONS FOR THE REPAIR FACILITY:

1. **IMPORTANT - First obtain Prior Authorization from the ADMINISTRATOR:** Prior to any repair being made, the REPAIR FACILITY must contact the ADMINISTRATOR to obtain authorization for the CLAIM and a "CLAIM Authorization Number." Failure to obtain proper authorization may result in a denial of benefits. The amount authorized by the ADMINISTRATOR is the maximum that will be paid for the repairs covered under the terms of this AGREEMENT. Any additional repair costs must receive prior approval. For authorization, please call the ADMINISTRATOR'S CLAIMS number 1-866-305-4276.
2. **Disassembly and/or Inspection of the VEHICLE:** In some cases, the VEHICLE may need to be disassembled and/or inspected in order to diagnose the failure and the cost of the repair. In such event, please obtain signed authorization from the AGREEMENT Holder and provide authorization to the ADMINISTRATOR. The AGREEMENT Holder will be responsible for all charges if the failure is not covered under this AGREEMENT. WE reserve the right to require an inspection of the VEHICLE prior to any repair being performed.
3. **Submit Repair Orders for Payment:** Once authorization is obtained and the repair is completed, all repair orders and documentation must be submitted to the ADMINISTRATOR, at the address shown below, within sixty (60) days from the date the covered repair was completed to be eligible for payment. The documentation must include the following: current odometer mileage; AGREEMENT number; complaint, cause of failure and corrective action; cost of the repair; the last eight (8) digits of the VEHICLE identification number; REPAIR FACILITY'S phone number and AGREEMENT holder's signature.

### C. INSTRUCTIONS FOR EMERGENCY REPAIRS WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED:

1. **IMPORTANT:** If an emergency occurs which requires a BREAKDOWN repair to be made at a time when the ADMINISTRATOR'S office is closed and prior authorization for the repair cannot be obtained, the REPAIR FACILITY should follow the CLAIMS procedures below and contact the ADMINISTRATOR for CLAIMS instructions during normal business hours immediately following the emergency repair.

ADMINISTRATOR:  
P.O. Box 21647, St. Petersburg, Florida 33742  
Toll-Free Number: 1-866-305-4276



## GUIDE TO FILING A CLAIM FOR ADDITIONAL BENEFITS

### A. INSTRUCTIONS TO FILE A CLAIM FOR THE ADDITIONAL BENEFITS:

1. **Authorization from the ADMINISTRATOR** - Prior authorization from the **ADMINISTRATOR** is required for a **CLAIM** for Substitute Transportation, but is not required for Trip Interruption benefits. For authorization, please call the **ADMINISTRATOR'S CLAIMS** number **1-866-305-4276**.
2. **Submit Paid Receipts to the ADMINISTRATOR** - A paid receipt from a licensed service provider, stating the type of service and the date provided, must be submitted along with the **AGREEMENT** number and the odometer mileage of the **VEHICLE** on the date the service was provided, to the **ADMINISTRATOR**, at the address shown below, within sixty (60) days from the date of the covered service or repair to be eligible for payment.

**ADMINISTRATOR:**  
**P.O. Box 21647, St. Petersburg, Florida 33742**  
**Toll-Free Number: 1-866-305-4276**

### B. INSTRUCTIONS TO FILE A CLAIM FOR THE 24-HOUR ROADSIDE ASSISTANCE BENEFITS:

1. **Prior Authorization** - Prior authorization is required for a **CLAIM** made for any of the 24-Hour Roadside Assistance Benefits listed in the Additional Benefits section. Please call Nation Motor Club, Inc. at the 24-Hour toll-free number provided below to obtain authorization and an authorization number. Please have the following items ready when the call is placed:
  - a. **AGREEMENT** number
  - b. **VEHICLE** license plate number
  - c. Location of **VEHICLE**
  - d. Phone number calling from and the home phone number
  - e. Brief description of the problem, and
  - f. Current odometer mileage
2. **Pay Costs that Exceed the Available Benefit** - **You** must sign a vendor invoice and pay any costs that exceed the amount of the 24-Hour Roadside Assistance Benefits at the time the service is rendered.
3. **Submit Paid Receipts** - In certain cases, **You** may be authorized to arrange for a service provider to perform the roadside service. In such case, **You** must pay the service provider, in full, at the time the service is rendered. To obtain reimbursement, **You** must submit the following items to Nation Motor Club, Inc., at the address shown below, within sixty (60) days from the date of service to be eligible for payment:
  - a. **AGREEMENT** number
  - b. Valid receipt from the service provider,
  - c. Authorization number,
  - d. Valid **VEHICLE** identification number, and
  - e. Odometer mileage on the date the service was provided.

## CANCELLATION OF YOUR AGREEMENT

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 one hundred percent (100%) of 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, less any paid or pending payment **CLAIMS**, minus a cancellation fee equal to five percent (5%) of the gross **AGREEMENT** purchase price. If this **AGREEMENT** is canceled after the first thirty (30) days, **We** will refund to **You** not less than one hundred percent (100%) of the paid unearned pro rata **AGREEMENT** purchase price. 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 any paid or pending **CLAIMS**, minus a cancellation fee equal to ten percent (10%) of the gross **AGREEMENT** purchase price.
2. **We** may cancel this **AGREEMENT** based on one or more of the following reasons: (A) there has been a material misrepresentation or fraud at the time of sale of this **AGREEMENT**; (B) **You** have failed to maintain the **VEHICLE** as prescribed by the manufacturer; (C) the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or (D) for non-payment of the **AGREEMENT** purchase price by **You**, in which case **We** shall provide **You** with a notice of cancellation by certified mail. If this **AGREEMENT** is cancelled by **Us**, **We** will refund not less than one hundred percent (100%) of the paid unearned pro rata **AGREEMENT** purchase price. 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 any paid or pending **CLAIMS**.

## ARBITRATION PROVISION

Read the following arbitration provision carefully. It limits certain of **YOUR** 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 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**. 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.

**While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction.**

## RIGHT TO RETURN AGREEMENT

**YOU** have the right to return or void this **AGREEMENT**. **YOU** may return the **AGREEMENT** within thirty (30) calendar days after the date **YOU** purchased the **AGREEMENT**. If **YOU** return this **AGREEMENT** within the applicable time period and no **CLAIMS** have been paid, the **AGREEMENT** shall be void and **WE** will refund the entire **AGREEMENT** purchase price within thirty (30) days. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this **AGREEMENT** to **US**. This provision applies only to the original purchaser.

## TRANSFER OF YOUR AGREEMENT

This **AGREEMENT** is for **YOUR** benefit and is transferable to the next subsequent private purchaser of the **VEHICLE** only while the **AGREEMENT** is in force and if certain conditions are met. **YOU** may not transfer this **AGREEMENT** if the **VEHICLE** is sold or traded (retail or wholesale) to an automobile dealer or automotive wholesaler.

A completed transfer application and a forty dollar (\$40) transfer fee must be submitted to the **ADMINISTRATOR** within thirty (30) days of a change in ownership, along with the following:

1. A notarized copy of the documentation showing change of title and odometer reading;
2. **PROOF OF MAINTENANCE** recommended by the manufacturer; and
3. If the manufacturer's warranty requires a transfer, a copy of the completed transfer form is needed;
4. **YOUR** original **AGREEMENT** and **DECLARATION PAGE**;
5. Name and address of the new owner.

The requisite transfer application form may be obtained from the **ADMINISTRATOR**. Transfer applications are subject to approval by the **ADMINISTRATOR**. In the event the transfer application, fee, and required documentation is postmarked after thirty (30) days of the change in ownership, then this **AGREEMENT** will be deemed **NON-TRANSFERABLE**.

**YOU** are responsible for the transfer and payment of applicable transfer fees to retain all manufacturer's warranties available on the **VEHICLE**. Failure to transfer the manufacturer's warranty can result in non-payment of a **CLAIM** if the manufacturer's warranty would normally have been in effect if the transfer had been made.