

SERVICE AGREEMENT NUMBER

VEHICLE SERVICE AGREEMENT
DECLARATION PAGE

AGREEMENT HOLDER INFORMATION			VEHICLE INFORMATION	
LAST NAME	FIRST NAME	MI	YEAR	MAKE
ADDRESS			MODEL	ODOMETER
CITY/STATE/ZIP CODE	TELEPHONE NUMBER		VIN	
PLAN INFORMATION				
PLAN TYPE	IN-SERVICE DATE	AGREEMENT PURCHASE DATE	AGREEMENT PURCHASE PRICE	
PLAN MONTHS	PLAN MILES	EXPIRATION DATE	EXPIRATION MILEAGE	
DEDUCTIBLE	TYPE OF COVERAGE	SURCHARGES	PAYMENT PLAN	
OTHER PROVISIONS				
<p>The ADMINISTRATOR/Provider of this Vehicle Service AGREEMENT is Federal Warranty Service Corporation, at Post Office Box 21647, St. Petersburg, Florida 33742. The telephone number is 1-866-316-9254.</p> <p>Except for the section entitled 24-Hour Roadside Assistance Benefits, the entity obligated to perform under this AGREEMENT, which is referred to as "We," "Us" and "Our" throughout the Vehicle Service AGREEMENT is Federal Warranty Service Corporation, the address and telephone number for which are provided above. The entity obligated to perform the services described in the 24-Hour Roadside Assistance Benefits section is the party identified as the Obligor in that section.</p> <p>You must provide all of the information requested in this DECLARATION PAGE in order to validate this Service AGREEMENT. This DECLARATION PAGE shall be the basis upon which the Service AGREEMENT is issued. Your verbal authorization to our telephone agent or Your electronic signature (by accepting the Privacy Statement on line) confirms our right to charge the price quote and also indicates that the information you have provided is true and correct and that you accept the terms and provisions of this Service AGREEMENT as they have been described to you and you agree to be bound by the terms thereof. Once you receive this Service AGREEMENT you have sixty (60) days to notify us (as described in the Cancellation section) and receive a full refund less any paid or pending payment CLAIMS.</p> <p style="text-align: center;">COVERAGE FOR COMMERCIAL USE IS EXCLUDED.</p> <p>Claims: 1-866-316-9254 Roadside Assistance: 1-800-913-6145</p> <p>To review the General Privacy Policy of Federal Warranty Service Corporation, an Assurant Solutions company, please visit http://www.assurantsolutions.com/privPolGeneral.html.</p>				
SIGNATURES FOR SERVICE AGREEMENT				
AGREEMENT HOLDER'S SIGNATURE				DATE

Sears Vehicle Protection Plan

ADMINISTRATOR:
P.O. Box 21647
St. Petersburg, Florida 33742
Toll Free Number: 1-866-316-9254

24-Hour Roadside Assistance Administrator:
Toll Free Number: 1-800-913-6145



Congratulates you on the purchase of your Sears Vehicle Protection **AGREEMENT**

This **AGREEMENT** is subject to the following terms, conditions, limitations, extensions, exceptions and definitions. No person has the authority to change the **AGREEMENT** or to waive any of its provisions. The **AGREEMENT** is for the benefit of the **AGREEMENT** holder named on the **DECLARATION PAGE** and applies only to the **VEHICLE** described in the **DECLARATION PAGE** of this **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. **AGREEMENT** - This **VEHICLE** Service **AGREEMENT**, which **YOU** have purchased for the **VEHICLE** described on the **DECLARATION PAGE**.
3. **MECHANICAL BREAKDOWN** or **FAILURE** - The inability of any **COVERED PART(S)** to perform the function(s) for which it was designed due to defects in material or workmanship. **MECHANICAL BREAKDOWN** does not include the gradual reduction in operating performance due to normal wear and tear, where a **FAILURE** has not occurred. The manufacturer has established tolerances for the express purpose of defining **FAILURE** and serviceability. When specifications exceed these manufacturer's tolerances a **FAILURE** will be considered to have occurred.
4. **CLAIM** - A demand by **YOU** for benefits under this **AGREEMENT**.
5. **COVERED PART** - The part(s) listed in the Schedule of **COVERED PARTS** subsection of this **AGREEMENT**.
6. **DECLARATION PAGE** - The numbered document executed by **YOU**. 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. **PLAN** - Refers to the Plan Selected and Term Selected by **YOU** as shown on the **DECLARATION PAGE** of this **AGREEMENT**.
 - a. **VEHICLE ADVANTAGE PLAN** – The qualifying **VEHICLE** will have passed a Vehicle Advantage Plan vehicle inspection and vehicle inspection form must be provided upon request during the term of the contract.
 - b. **NEW VEHICLE COVERAGE PLAN** – The qualifying **VEHICLE** must have less than 50,000 miles at time of purchase.
 - c. **WRAP COVERAGE PLAN** – The qualifying **VEHICLE** must have less than 50,000 miles at time of purchase and the term of the **PLAN** cannot exceed the manufacturer's powertrain warranty.
 - d. **PRE-OWNED VEHICLE COVERAGE PLAN** – The qualifying **VEHICLE** is one that does not meet the definition in the **NEW VEHICLE COVERAGE PLAN**.
9. **IN-SERVICE DATE** – The date the **VEHICLE** was originally put into service. This may not be the date that **YOU** purchased **YOUR VEHICLE**. The **IN-SERVICE DATE** does not apply to **NEW, PRE-OWNED** or **VEHICLE ADVANTAGE PLAN**.
10. **REPAIR FACILITY** - A licensed repair facility authorized by the **ADMINISTRATOR** to perform repair services under this **AGREEMENT**.
11. **VEHICLE** - The **VEHICLE** described on the **DECLARATION PAGE** that is covered under this **AGREEMENT**.
12. **WE, Us and OUR** - The entity identified on the **DECLARATION PAGE** that is obligated to perform under this **AGREEMENT**.
13. **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 Odometer Mileage, whichever occurs first, as shown on the **DECLARATION PAGE** of this **AGREEMENT**. Plan Coverage Expiration is determined as follows:
 - a. **VEHICLE ADVANTAGE PLAN:** The expiration Date is determined by adding the months of the Term Selected to the **AGREEMENT** Purchase date; and the expiration odometer Mileage is determined by adding the mileage of the term selected to the odometer reading of the **VEHICLE** on the **AGREEMENT** purchase date.
 - b. **NEW VEHICLES:** The Expiration Date is determined by adding the months of the Term Selected to the **AGREEMENT** Purchase Date, and the Expiration Odometer Mileage is the mileage of the Term Selected.
 - c. **WRAP COVERAGE:** The Expiration Date is determined by adding the months of the **TERM** Selected to the **IN-SERVICE DATE**. If the **IN-SERVICE DATE** is not provided; July 1st of the model year will be deemed as the **IN-SERVICE DATE**, and the Expiration Odometer Mileage is the mileage of the **TERM** Selected. The Wrap Coverage **TERM** cannot exceed the Manufacturer's powertrain warranty.
 - d. **PRE-OWNED VEHICLES:** No coverage will be provided under this **AGREEMENT** during the thirty (30) day period of time following the **AGREEMENT** Purchase Date and the first five hundred (500) 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 Selected to the **AGREEMENT** Purchase Date, and the Expiration Odometer Mileage is determined by adding the mileage of the Term Selected to the Odometer Reading of the **VEHICLE** on the **AGREEMENT** Purchase Date.

2. **Coverage:** The coverage afforded to **You** for the **VEHICLE** is determined by the **PLAN** Selected, Type of coverage and Term Selected by **You** 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 **COVERED PARTS** which cause a **MECHANICAL BREAKDOWN**, less any **DEDUCTIBLE**, and will pay to **You** the Additional Benefits and the 24-Hour Roadside Assistance Benefits listed in the Schedule of Coverages, provided **You** comply with all of the terms and provisions of this **AGREEMENT**. **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. In some cases, remanufactured or used parts may be utilized.** Please see the Schedule of **COVERED PARTS** document 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 **AGREEMENT** Holder's 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** Selected 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 Schedule of **COVERED PARTS** section.
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**. 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 manufacturers suggested retail price. In no event shall **OUR** liability exceed the approved cost necessary to correct the actual cause of the **MECHANICAL BREAKDOWN**.
 - 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 lesser of:
 - (1) The Actual Cash value of the **VEHICLE** at the time of the current repair; or
 - (2) 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 **COVERED PARTS** section of this **AGREEMENT**, **WE** will reimburse **You** for a portion of the manufacturer's deductible if the manufacturer's deductible exceeds the Deductible Selected, 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** that is made part of this **AGREEMENT**.
6. **Territory:** The benefits provided under this **AGREEMENT** are only available for losses and expenses incurred within the United States and Canada. United States means the 50 United States and the District of Columbia and does not include Puerto Rico, Guam or other territories and possessions.
7. **Incidental & Consequential Damage:** **OUR** and the **ADMINISTRATOR's** liability for incidental and consequential damages 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**, is expressly excluded herein.
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:** In order to keep this **AGREEMENT** in effect, **You** must have the **VEHICLE** checked and serviced in accordance with the manufacturer's recommendations. Failure to follow such recommendations may result in a denial of coverage. **You** must retain verifiable receipts for the maintenance services performed. If **You** perform the actual services, then verifiable receipts showing purchases of all required parts and materials necessary to perform the maintenance must be retained, along with a statement showing the date and mileage when the services were performed. Proof of maintenance may be required to be submitted to **Us** when a **CLAIM** is filed.
10. **Other Provisions:**
 - a. This **AGREEMENT** is not a contract of insurance.
 - b. This **AGREEMENT** is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. **Losses covered by the manufacturer during the manufacturer's warranty period are not covered under this AGREEMENT.**
 - c. This **AGREEMENT** is not renewable.

AGREEMENT HOLDER'S GUIDE TO FILING A CLAIM

A. INSTRUCTIONS FOR THE AGREEMENT HOLDER:

1. **Prevent Further Damage.** Take immediate action to prevent further damage. This **AGREEMENT** will not cover the damage caused by not securing a timely repair of the failed component.
2. **Take VEHICLE to an Approved Licensed REPAIR FACILITY.** In the event of a **MECHANICAL BREAKDOWN**, take the **VEHICLE** to an approved licensed **REPAIR FACILITY** and provide the **REPAIR FACILITY** with a copy of this **AGREEMENT** and/or the **AGREEMENT** Number. **You** should contact the **ADMINISTRATOR** for approval.
3. **Obtain Prior Authorization from the ADMINISTRATOR.** Prior to any repair being made, instruct the **REPAIR FACILITY** to contact the **ADMINISTRATOR** to obtain authorization for the **CLAIM** and a Claim Authorization Number. It is **YOUR** responsibility to ensure that authorization has been obtained for any covered repair prior to the work being performed. 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 [1-866-316-9254].
4. **Review Coverage.** After the **ADMINISTRATOR** has been contacted, review with the **REPAIR FACILITY** what will be covered by this **AGREEMENT** and what portions of the repair (if any) will not be covered.
5. **Tear-Down and/or Inspection of the VEHICLE.** In some cases, **YOU** may need to authorize the **REPAIR FACILITY** to inspect and/or teardown the **VEHICLE** in order to diagnose the **FAILURE** and the cost of the repair. In such event, the **ADMINISTRATOR** should be provided with a copy of a signed authorization. **You** will be responsible for these 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.
6. **Authorize Repair.** Authorize the **REPAIR FACILITY** to complete the repairs and provide the **ADMINISTRATOR** with a copy of a signed authorization.
7. **Review Repair.** Review the work performed on the **VEHICLE** with the **REPAIR FACILITY** when the **VEHICLE** is picked up.
8. **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 previously authorized amount, less the **DEDUCTIBLE** (if any). **You** must pay for any repair or service that is not covered by this **AGREEMENT**. If necessary, **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**.
9. **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 should 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; and your phone number.
10. **Emergency Repairs.** If an emergency occurs which requires a **MECHANICAL BREAKDOWN** repair to be made at a time when the **ADMINISTRATOR'S** office is closed and prior authorization for the repair cannot be obtained, **You** should follow the claims procedures above and contact the **ADMINISTRATOR** for claims instructions during normal business hours immediately following the emergency repair.

B. INSTRUCTIONS TO FILE A CLAIM FOR THE ADDITIONAL BENEFITS DESCRIBED IN THE SCHEDULE OF COVERAGES:

1. **Authorization from the ADMINISTRATOR.** Prior authorization from the **ADMINISTRATOR** is not required for a **CLAIM** made for any of the Additional Benefits listed in the Schedule of Coverage's, except a **CLAIM** for Substitute Transportation. For authorization, please call the **ADMINISTRATOR'S** claims number 1-866-316-9254.
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 **YOUR 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
ATTN: Claims Department
Toll Free Number: 1-866-316-9254

C. INSTRUCTIONS TO FILE A CLAIM FOR THE 24-HOUR ROADSIDE ASSISTANCE BENEFITS DESCRIBED IN THE SCHEDULE OF COVERAGES:

1. **Prior Authorization**
 Prior authorization is required for a **CLAIM** made for any of the 24-Hour Roadside Assistance Benefits listed in the Schedule of Coverage's. Please call [Quest Roadside Services] at the 24-hour toll free number 1-800-913-6145 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;
 - (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 Roadside Assistance Benefits at the time 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 service is rendered. To obtain reimbursement, **You** must submit the following items to Quest Roadside Services, at the address shown below, within sixty (60) days from the date of the 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 service was provided.

**Quest Roadside Services
106 West Tolles Drive
St. Johns, Michigan 48879
1-800-913-6145**

The Obligor for the 24-Hour Roadside Assistance Benefits is Quest Roadside Services.

REPAIR FACILITY'S GUIDE TO FILING A CLAIM

1. Advise **AGREEMENT** Holder

Advise the **AGREEMENT** Holder that the cost of evaluating the cause of the **MECHANICAL BREAKDOWN** is covered under this **AGREEMENT** only if, after the diagnosis is complete, it is determined that the **MECHANICAL BREAKDOWN** was caused by a **COVERED PART**. The **ADMINISTRATOR** must authorize all covered repairs provided under this **AGREEMENT**.

2. Authorization for Evaluation from the **AGREEMENT** Holder

Obtain authorization from the **AGREEMENT** holder to inspect and/or tear-down the **VEHICLE** to determine the cause of the **FAILURE** of the component or part and cost of repair. Save all components including fluids and filters, in the event **WE** require an inspection. Inform the **AGREEMENT** holder that the cost of the teardown will not be paid if the **FAILURE** of the component disassembled is not covered under this **AGREEMENT**.

3. Assess the Problem(s)

Assess the problem(s), its cause, the corrective action necessary to repair the **FAILURE** and the cost of the repairs.

4. Obtain Authorization from the **ADMINISTRATOR**

Prior to the beginning of any repair work; contact the **ADMINISTRATOR** at 1-866-316-9254) to obtain authorization for the **CLAIM**. Please have the following items ready when the call is placed

- (a) Current odometer mileage;
- (b) **AGREEMENT** holder's **AGREEMENT** Number;
- (c) Complaint, cause of **FAILURE** and corrective action;
- (d) Cost of the repair;
- (e) The last eight (8) digits of the **VEHICLE** Identification Number; and
- (f) The **AGREEMENT** holder's current phone number.

5. Verification of Coverage

The **ADMINISTRATOR** will verify coverage and will either:

- (a) **Authorize the CLAIM**-If the **CLAIM** is approved, a Claim Authorization Number will be issued, which should be recorded on the repair order. The authorization amount is the maximum that will be paid. Any additional repair costs must receive prior approval.
- (b) **Request Additional Evaluation** -Further evaluation, tear-down or outside inspection maybe requested.

6. Inspection/Tear-Down Policy

WE reserve the right to require an inspection of the **VEHICLE** prior to any repair being performed. Diagnostic procedures not associated with the tear-down are not covered. If a tear-down is necessary in order to determine the cause of **FAILURE**, the **AGREEMENT** holder must authorize the tear-down. Please advise the **AGREEMENT** holder that, if the component disassembled is not covered, then the **AGREEMENT** holder must pay for the teardown and such payment will not be reimbursed by **Us**. Listed below is the Inspection/Tear-Down Policy:

- (a) Save all components, including fluids and filters that need to be repaired.
- (b) The **ADMINISTRATOR** will arrange for inspection.
- (c) If not visited within 48 hours, call **AGREEMENT** holder Service at 1-866-316-9254.

7. Review Repairs with **AGREEMENT** holder

After the **ADMINISTRATOR** has been contacted, review with the **AGREEMENT** holder what repairs will be covered by this **AGREEMENT** and what portions of the repairs, if any, will not be covered.

8. Obtain Authorization for Repairs from AGREEMENT holder

Obtain the **AGREEMENT** holder's authorization to complete the repairs. All repair orders must have the **AGREEMENT** holder's signature.

9. Submit Repair Order for Payment

All repair orders and documentation containing the information listed under #4 of this section, must be submitted, along with the Claim Authorization Number, 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. Payment will be made by charge card or check.

ADMINISTRATOR:
P.O. Box 21647
St. Petersburg, Florida 33742
ATTN: Claims Department
Toll-Free Number: 1-866-316-9254

ARBITRATION PROVISION

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

As used in this Provision, "**You**" and "**Your**" mean the person or persons named in this **Service AGREEMENT**, and all of his/her heirs, survivors, assigns and representatives. "**We**" and "**Us**" shall mean the **Obligor** identified above and shall be deemed to include all of its agents.

Any and all **CLAIMS**, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable **CLAIMS**) arising out of, relating to, or in connection with (1) this **Service AGREEMENT** or any prior **Service AGREEMENT**, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire **Service AGREEMENT** ("**CLAIM**"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("**AAA**") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the **AAA** in effect at the time the **CLAIM** is filed. The terms of this Provision shall control any inconsistency between the **AAA's** Rules and this Provision. **You** may obtain a copy of the **AAA's** Rules by calling (800) 778-7879. Upon written request **We** will advance to **You** either all or part of the fees of the **AAA** and of the arbitrator. The arbitrator will decide whether **You** or **We** will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by **Us** within the state in which this **Service AGREEMENT** was purchased. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be modified or construed to permit or mandate arbitration on behalf of a class of claimants or individuals other than You, or to apply to Claims other than Yours.** This Provision shall inure to the benefit of and be binding on **You** and **Us** and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this **Service AGREEMENT**.

You 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**.

You and We Understand and agree that because of this PROVISION neither you nor us will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.

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 sixty (60) days, **WE** will refund the **AGREEMENT** Purchase Price, less any paid or pending payment **CLAIMS**. If this **AGREEMENT** is canceled after the first sixty (60) days, **WE** will refund the unearned **AGREEMENT** Purchase Price to **You** calculated on a pro rata basis, less paid or pending payment **CLAIMS**. 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 fifty dollars (\$50) and less any paid or pending payment **CLAIMS**.

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. If this **AGREEMENT** is canceled by **Us**, **We** will refund the unearned **AGREEMENT** Purchase Price to **You** calculated on a pro rata basis, less paid or pending payment **CLAIMS**. 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 fifty dollars (\$50) and less any paid or pending payment **CLAIMS**.

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 fifty dollar (\$50) 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 DECLARATION PAGE** and terms and conditions;
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**.

TRANSFER OF MANUFACTURER'S WARRANTY

You are responsible for the transfer and payment of applicable transfer fees to retain all manufacturers' 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.

EXCLUSIONS FROM COVERAGE

THIS AGREEMENT DOES NOT PROVIDE COVERAGE:

1. **FOR REPAIR COSTS OR EXPENSES FOR PRE-OWNED VEHICLES OUT OF THE MANUFACTURER WARRANTY INCURRED WITHIN THE FIRST THIRTY (30) DAYS AND FIVE HUNDRED (500) MILES OF THE AGREEMENT PURCHASE DATE;**
2. **FOR ANY MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT;**
3. **FOR REPAIR COSTS OR EXPENSES REPORTED OR MADE AFTER THE EXPIRATION OF THE TERM OF THIS AGREEMENT OR NOT AUTHORIZED BY THE ADMINISTRATOR;**
4. **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 TAMPED WITH, DISCONNECTED OR ALTERED IN ANY WAY;**
5. **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;**
6. **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 INCLUDING, BUT NOT LIMITED TO, THE USE OF OVERSIZED TIRES, INSTALLATION OF HEADER PIPES OR LIFT, LOWERED KITS, AND REMOVAL OF ANY EMISSION CONTROL PARTS SYSTEM;**
7. **FOR REPAIR COSTS OF ANY MECHANICAL BREAKDOWN CAUSED BY THE AGREEMENT HOLDER'S FAILURE TO PROTECT THE VEHICLE FROM FURTHER DAMAGE, INCLUDING THE FAILURE TO REPLACE LEAKING SEALS AND/OR GASKETS IN A TIMELY MANNER.**
8. **REPAIR COSTS FROM OVERHEATING DUE TO CONTAMINATION (INTERNAL OR EXTERNAL) OR INADEQUATE AMOUNTS/LEVELS OF FLUIDS AND/OR LUBRICANTS; ANY FAILURE RELATED TO THE AGREEMENT HOLDER'S FAILURE TO MAINTAIN PROPER QUALITIES OR LEVELS OF COOLANTS OR LUBRICANTS**
9. **FOR REPAIR COSTS OR EXPENSES IF THE VEHICLE IS STILL IN THE MANUFACTURER'S BASIC WARRANTY PERIOD OR COVERED BY A RECALL OR SPECIAL POLICY BY THE MANUFACTURER;**

10. FOR REPAIR COSTS ACQUIRED OUTSIDE OF THE CONTINENTAL UNITED STATES (EXCLUDING ALASKA AND HAWAII); OR IF THE VEHICLE IS REGISTERED OUTSIDE OF THE CONTINENTAL UNITED STATES (EXCLUDING ALASKA AND HAWAII)
11. FOR ANY FAILURE TO A COVERED PART DAMAGED BY A NON-COVERED PART. FOR ANY FAILURE TO A NON-COVERED PART DAMAGED BY A COVERED PART.
12. 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, EARTHQUAKE, WINDSTORM, ICE, HAIL, WATER, FLOOD, MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, 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;
13. 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;
14. FOR REPAIRS TO ANY PART THAT HAS NOT SUFFERED A MECHANICAL BREAKDOWN, OR IF THE WEAR ON THE PART HAS NOT EXCEEDED THE PUBLISHED FIELD TOLERANCE ALLOWED BY THE MANUFACTURER, OR FOR REPAIR COSTS NOT NECESSARY TO CORRECT A MECHANICAL BREAKDOWN, OR FOR DAMAGES OR ANY LOSS RESULTING FROM FAULTY OR NEGLIGENT AUTO REPAIR WORK OR FROM THE INSTALLATION OF DEFECTIVE PARTS;
15. FOR ANY REPAIR COSTS DUE TO CONTAMINATION OF ANY KIND, CORROSION, RUST, DETONATION, PRE-IGNITION, CARBON BUILD UP, SLUDGE, ELECTROLYSIS, RATTLES, WATER LEAKS, WIND NOISES;
16. FOR ANY OF THE FOLLOWING PARTS: VOICE RECOGNITION SYSTEMS; PERIMETER WARNING SYSTEMS OR ANY PART THEREOF; INFRARED SYSTEMS OR ANY PART THEREOF; SATELLITE SYSTEMS THAT ARE NOT INTEGRAL TO THE FACTORY INSTALLED RADIO; MANUAL AND HYDRAULIC CLUTCH ASSEMBLY SUCH AS, BUT NOT LIMITED TO; MANUAL CLUTCH PEDAL, CLUTCH DISC, PRESSURE PLATE AND THROW-OUT BEARING; GLOW PLUGS; BRAKE PADS, SHOES, ROTORS AND DRUMS; WIPER BLADES, WIPER ARMS; ALL BATTERIES, BATTERY CABLES; HYBRID VEHICLE COMPONENTS SUCH AS, BUT NOT LIMITED TO ELECTRIC MOTOR, POWER CONTROLLER, HYBRID TRANSAXLE, ELECTRONIC TRANSMISSION, INVERTER, GENERATOR(S) AND ELECTRONIC DISPLAY MONITOR UNLESS THE OPTIONAL HYBRID/ELECTRIC VEHICLE OPTION WAS SELECTED AND PAID FOR BY YOU; AIR FILTERS, OIL FILTER, COOLANTS AND FLUIDS, IF NOT IN CONNECTION WITH A COVERED REPAIR; SPARK PLUGS; PLUG WIRES; EGR VALVE; DRIVE BELTS; RUBBER HOSES; EXHAUST PIPES; CATALYTIC CONVERTERS; MUFFLERS; RESONATORS; SHOCK ABSORBERS; TIRES, WHEELS AND WHEEL COVERS; ANY COMPONENT THAT ITS ONLY PURPOSE IS FOR ILLUMINATION SUCH AS BUT NOT LIMITED TO; SEALED BEAMS; HIGH -INTENSITY DISCHARGE (XENON) HEADLAMPS, LED'S, LIGHT BULBS AND LENSES; NON-FACTORY INSTALLED AUDIO SYSTEMS AND DISC PLAYERS; PLASMA TELEVISIONS; CAR PHONES; CELLULAR, SATELLITE, OR MICROWAVE COMMUNICATION DEVICES; ANY BODY COMPONENT SUCH AS BUT NOT LIMITED TO; BRIGHT METAL PARTS, RUBBER MOLDINGS, WEATHER STRIPS, METAL, ALL GLASS AND INTEGRATED DEFFOGER, PLASTIC AND TRIM; UPHOLSTERY; SEAT PADS; VINYL TOP; CARPET; ASH TRAYS; CUP HOLDERS; ANY NON-FACTORY INSTALLED PARTS; CONVERTIBLE TOP, FRAME AND MECHANISM; SUNROOF TRACK AND MECHANISM; SAFETY RESTRAINT SYSTEMS (SEAT BELTS AND AIR BAGS) OR ANY PART THEREOF; OR CHARGES FOR: SHOP SUPPLIES, FREIGHT, HAZARDOUS WASTE DISPOSAL, WHEEL ALIGNMENT AND TIRE BALANCE.
17. REPAIR COST OR EXPENSES FROM ANY OTHER CAUSE WHATSOEVER, EXCEPT AS OUTLINED IN THIS AGREEMENT AND THE SCHEDULE OF COVERED PARTS.

SAMPLE

SUPREME PROTECTION

SCHEDULE OF COVERED PARTS

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 parts listed below, less any **Deductible**, in accordance with the **Plan** selected by **You** as shown on the **Declaration Page** and the terms and provisions of this **Agreement**.

<u>Plan Selection</u>	<u>Component Groups Covered</u>	<u>Vehicle Availability</u>
Supreme Protection	1 – 12	New and Pre-Owned
<ol style="list-style-type: none"> 1. Engine Components: Engine block and cylinder head(s), and 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. 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 turbo charger/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. 2. Transmission Components: (Automatic or Manual) Transmission case, transfer case, torque converter, and all internally lubricated parts contained within the cases. Filler tube and dipstick. Vacuum modulator, internal linkage and transmission mounts. 3. Drive Axle Components: (Front & Rear) Differential housing, trans-axle housing, final drive housing, and all the internally lubricated parts of the foregoing. Axle shafts, constant velocity joints, universal joints, drive shafts, locking hubs, hub bearings, locking rings, supports, retainers and bearings. 4. Air Conditioning Components: (Factory Installed Units Only) Air conditioner compressor, clutch, clutch pulley, clutch coils, electrical HVAC actuators, condenser, evaporator, expansion valve, accumulator, orifice, idler pulley, bearing, ducts and outlet tubes, blower motor, temperature control programmer, power module, high/low cut off switch and receiver/dryer. 5. 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. 6. Electrical Components: Starter, alternator, voltage regulator, distributor, ignition coil, wiring harness, solenoids, ignition switch, lock and tumbler, brake light switch, wiper motors, horn button and horns, driver's side (steering wheel) airbag, manually operated switches, power door locks, window motors and regulators, mirror motors and controls, power antenna motor, power seat motor; cruise control transducer, engagement switch and servo; turn signal switch, wiper delay switch and controller, wiper/washer controller and pump, power sunroof / convertible top motor and switches, relays, gauges, electronic level control module, instrument cluster, electronic mixture control unit and sensors, electronic anti-detonation sensors, keyless entry system, and electronic anti-theft device (factory installed only). 7. Hybrid/Electric Vehicle Components: Electric motor, power controller, hybrid transaxle, electronic transmission, inverter, generator(s) and electronic display monitor. 8. 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. 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. 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. 11. Fuel Delivery Components: Fuel pump, fuel tank, fuel tank sending unit, metal fuel lines, fuel injectors, throttle body, fuel distributor, fuel injection pump, diesel injectors, diesel injector pump and vacuum booster pump. 12. Seals and Gaskets Coverage: Seals and gaskets are covered for all listed parts, 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 **MECHANICAL 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 (\$320) for each repair visit.
2. **Trip Interruption:** In the event that a **MECHANICAL 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 ninety dollars (\$90) per day for a maximum of three (3) days. Total benefit shall not exceed two hundred seventy dollars (\$270) 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 **MECHANICAL 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.

Note: The 24-Hour Roadside Assistance services are provided through Quest Roadside Services, 106 West Tolles Drive, St. Johns, Michigan 48879. For assistance call: 1-800-913-6145. The Obligor for the 24-Hour Roadside Assistance Benefits is Quest Roadside Services.