

## SECTION 1 - KEY TERMS AND PROVISIONS

This Vehicle Service Contract is not an insurance policy. This is a Vehicle Service Contract between the **SERVICE CONTRACT HOLDER** and the **ADMINISTRATOR**. This Contract provides additional information regarding responsibility for benefits. State restrictions may apply; please refer to the **STATE DISCLOSURE** section for details.

Any modification, alteration, or change to the preprinted terms and conditions of this Vehicle Service Contract shall render it invalid and of no force or effect. No coverage is afforded under this Vehicle Service Contract without a valid Owner's Signature.

Vehicles, Terms, Coverages, and/or Options not in accordance with the **ADMINISTRATOR's** Underwriting Rate Sheet and Guidelines, at the time of sale, are not covered under this Vehicle Service Contract. This Vehicle Service Contract is only in force upon the receipt and acceptance of this Vehicle Service Contract by the **ADMINISTRATOR**.

If any information contained in this Vehicle Service Contract about the **SERVICE CONTRACT HOLDER**, the **COVERED VEHICLE** or the coverage that **YOU** selected is in error, please contact the **ADMINISTRATOR** or the **SELLER** immediately.

Purchase of this Vehicle Service Contract is not required in order to purchase or finance a motor vehicle.

THIS CONTRACT 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 CONTRACT.

The General Provisions of this Vehicle Service Contract contain several words that have special meanings. The following words are important in this Vehicle Service Contract and they are printed in **BOLD** type below.

**"ADMINISTRATOR"** means Sentinel Administrators, 101 West American Canyon Road, Suite 508, PMB 324, American Canyon, California 94503, 1-855-686-6368.

**"CLAIM"** means a request or demand made by **YOU** for benefits under this Vehicle Service Contract.

**"CONTRACT PURCHASE DATE"** means the date this Contract was purchased as listed on this Vehicle Service Contract.

**"COST"** means the usual and approved charges for parts and labor to repair or replace the covered part. Replacement of covered parts may be made with new, remanufactured, or parts of like kind and quality, at the option of the **ADMINISTRATOR**.

**"COVERED VEHICLE"** means the car, light duty truck, or van described as such on this Vehicle Service Contract.

**"DECLARATIONS PAGE"** means the numbered document executed by **YOU** which is part of this Vehicle Service Contract. It lists information regarding the **COVERED VEHICLE**, Vehicle Service Contract terms, and other vital information.

**"DEDUCTIBLE"** means the amount that the **SERVICE CONTRACT HOLDER** must pay for covered repairs per repair visit. The **DEDUCTIBLE** will not apply to the **ADDITIONAL BENEFITS** listed in **SECTION 7 - WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT**.

**"EXPIRATION DATE"** means the **CONTRACT PURCHASE DATE** plus the Term as listed on this Vehicle Service Contract.

**"EXPIRATION MILEAGE"** means if the mileage term purchased exceeds fifty thousand (50,000) miles, this contract will expire at the mileage Term purchased. (For example, with the Term 72/100, i.e., seventy-two (72) months or one hundred thousand (100,000) miles, the contract will expire at one hundred thousand (100,000) miles.) The mileage Term is **NOT** added to the mileage on the odometer at the time of purchase. If the mileage Term purchased is fifty thousand (50,000) miles or less, the mileage Term purchased **IS** added to the mileage on the odometer at the time of purchase. This Contract will expire at either the **EXPIRATION DATE** or the **EXPIRATION MILEAGE**, whichever occurs first, or when **WE** have wholly fulfilled **OUR** financial obligations under the terms of the Limit of Liability clause of **SECTION 8 - WHAT IS NOT COVERED** by this Contract.

**"FAILURE" or "FAILED"** means the inability of any covered component(s), which has received manufacturer's recommended service, to perform the function(s) for which it was designed, including when any covered component(s) has worn beyond the manufacturer's tolerances allowed for the particular Vehicle at the mileage when the problem occurs.

**"INTERNALLY LUBRICATED PART"** means any internal part that requires lubrication to reduce friction between two moving surfaces.

**"LIENHOLDER"** means the company listed on the **DECLARATIONS PAGE** of this Vehicle Service Contract that has advanced the money for the purchase of this Vehicle Service Contract.

**"OBLIGOR", "WE", "US" or "OUR"** means A.U.L. Corp. 1250 Main Street, Suite 300, Napa, California 94559 1-800-826-3207, the entity obligated to perform under this Vehicle Service Contract.

**"ODOMETER MILES"** means the mileage recorded on the odometer provided that it has not stopped or been changed to lower the actual mileage, as determined in accordance with Public Law 92-513, Title IV, as amended.

**"SELLER"** means the authorized business entity where **YOU** purchased this Vehicle Service Contract as described on the **DECLARATIONS PAGE** of this Vehicle Service Contract.

**"SERVICE CONTRACT HOLDER," "YOU," and "YOUR"** means the owner designated as such on this Vehicle Service Contract.

**"WARRANTY REMAINING"** means if the **"WARRANTY REMAINING OPTION"** is selected and paid as indicated on **YOUR DECLARATIONS PAGE**, coverage begins at the **CONTRACT PURCHASE DATE** and expires by Time or Mileage measured from the original Full Manufacturer's Warranty Expiration Date or Mileage, whichever occurs first.

## SECTION 2 - MAINTENANCE RESPONSIBILITIES

The **SERVICE CONTRACT HOLDER** must have the **COVERED VEHICLE** serviced according to the service and maintenance schedule outlined in the owner's manual published by the manufacturer of the **COVERED VEHICLE**. **YOU** must also maintain proper fluid levels. The **SERVICE CONTRACT HOLDER** must keep all maintenance records, from the date **YOU** purchased the **COVERED VEHICLE** to the **EXPIRATION** of this Vehicle Service Contract, supported by receipts indicating date, time, mileage, and service performed, and these records must be available to the **ADMINISTRATOR** and/or the **SELLER** upon request. Proof of maintenance will be required for certain repairs under this Vehicle Service Contract. Failure to provide proof of required maintenance may result in denial of coverage. Failure to properly maintain **YOUR COVERED VEHICLE** in accordance with **YOUR owner's manual** will result in denial of coverage.

## SECTION 3 - HOW TO OBTAIN REPAIRS

1. Prevent Further Damage: Take immediate action to prevent further damage to **YOUR COVERED VEHICLE**. Any damage resulting from continued operation of an impaired vehicle will constitute failure to protect the **COVERED VEHICLE** and will not be covered under this Vehicle Service Contract.
2. Call the **ADMINISTRATOR** for instructions on how to start a **CLAIM** at 1-855-686-6368 BEFORE **YOU** deliver **YOUR COVERED VEHICLE** to any repair facility. The **ADMINISTRATOR** reserves the right to select the repair facility. To ensure coverage under the terms of this Vehicle Service Contract, the repair facility must contact the **ADMINISTRATOR** and obtain their authorization PRIOR to beginning teardown or repair. **YOU** are responsible for authorizing diagnosis or teardown of **YOUR COVERED VEHICLE** by the repair facility to determine the cause of **FAILURE**. If the **FAILURE** is not covered under this Vehicle Service Contract, **YOU** will be responsible for these costs. The **ADMINISTRATOR** and the **SELLER** reserve the right to inspect **YOUR COVERED VEHICLE** prior to any repair being made. Replacement of covered parts may be made with new, remanufactured, or parts of like kind and quality, at the option of the **ADMINISTRATOR**.
3. Emergency Repairs: If emergency repairs covered by this Vehicle Service Contract are required outside the **ADMINISTRATOR's** business hours, the **SERVICE CONTRACT HOLDER** should deliver the **COVERED VEHICLE** to a licensed repair facility and have the necessary repairs performed at a reasonable and customary

charge. On the next business day, the **SERVICE CONTRACT HOLDER** should report the repairs to the **ADMINISTRATOR**. To report an emergency repair and obtain a reimbursement, please call 1-855-686-6368 for instructions. Emergency repairs are only those repairs, which, if not performed, would render **YOUR COVERED VEHICLE** inoperable or unsafe to drive and impair its future operation.

## SECTION 4 - TRANSFER AND RENEWAL PROCEDURES

This Vehicle Service Contract may be transferred one time to a new owner during the Vehicle Service Contract term. This Vehicle Service Contract may not be assigned separately from the **COVERED VEHICLE**, nor can it be assigned or transferred to a new-or used-car dealer or anyone other than the individual who is purchasing the **COVERED VEHICLE** for personal use. A transfer fee of fifty dollars (\$50.00) will be charged. The new owner must supply the **ADMINISTRATOR** with their name, address, telephone number, current vehicle mileage along with proof of maintenance on the **COVERED VEHICLE**, and a copy of the bill of sale to validate the transfer. The **ADMINISTRATOR** must be notified within thirty (30) days of the date of sale of the **COVERED VEHICLE** for the transfer to the new owner to be effective. Once transferred, this Vehicle Service Contract is non-refundable. This Vehicle Service Contract is not transferable from vehicle to vehicle. This Vehicle Service Contract may be renewable. Renewal is subject to underwriting guidelines at the time of renewal. Proof of maintenance and a vehicle inspection may be required prior to renewal. Renewal rates may be different from the original price. In order to facilitate renewal, if **YOU** choose to renew, the **ADMINISTRATOR** may share certain nonpublic personal information with another company. That company, however, will use this information only for its intended purpose and will not share it with any third parties.

## SECTION 5 - CANCELLATION

In the event the **COVERED VEHICLE** is repossessed, declared a total loss, or **YOU** give notice of cancellation, this Vehicle Service Contract shall terminate.

1. In the event of a valid repossession or total loss of the **COVERED VEHICLE**, the rights under this Vehicle Service Contract, which include cancellation, shall immediately transfer to the applicable **LIENHOLDER**. If the contract was financed, the **LIENHOLDER** shall be entitled to any refunds resulting from cancellation of this contract for repossession or total loss of the **COVERED VEHICLE** or failure to make monthly payments in a timely manner, or canceled prior to the account being satisfied with the **LIENHOLDER**.
2.
  - a. This Vehicle Service Contract is cancelable by the **SERVICE CONTRACT HOLDER** or the **LIENHOLDER**. If the **SERVICE CONTRACT HOLDER** or the **LIENHOLDER** cancels this Vehicle Service Contract within the first sixty (60) days and no claims have been filed, the **SELLER** will refund the entire Vehicle Service Contract Price.
  - b. If this Vehicle Service Contract is canceled by the **SERVICE CONTRACT HOLDER** or the **LIENHOLDER** after the first sixty (60) days or a claim has been filed, the **SELLER** will refund the amount of the unearned Vehicle Service Contract Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven relative to the plan selected.
  - c. If the **COVERED VEHICLE** is declared a total loss by the automobile insurance provider and proof of loss has been provided to the **ADMINISTRATOR**, the **SELLER** will refund the entire Vehicle Service Contract Price.
  - d. A fifty dollar (\$50.00) service fee will be deducted from all refunds for cancellations requested after the first sixty (60) days.
3. How to cancel: Provide the **SELLER** with: (1) The **SERVICE CONTRACT HOLDER** copy of this Vehicle Service Contract; (2) a brief letter signed by the **SERVICE CONTRACT HOLDER** requesting cancellation; (3) an affidavit indicating the true odometer reading on the date of the request; (4) Proof of loss from the automobile insurance company if the **COVERED VEHICLE** was declared a total loss. If the contract is financed or on a payment plan, provide the lenders name and mailing address. If account is paid in full, documentation from the lender stating the account has been satisfied will be required. In the event of cancellation, the **LIENHOLDER**, if any will be named on the cancellation refund check as their interest may appear.

## SECTION 6 - CANCELLATION BY ADMINISTRATOR

The **ADMINISTRATOR** may terminate (cancel) this Vehicle Service Contract for any reason by mailing, via certified mail at least fifteen (15) days prior to termination, a notice of termination to **YOUR** last known address to include a statement of the reason for and effective date of termination and by tendering a refund as follows: If the **ADMINISTRATOR** cancels this Vehicle Service Contract, the refund will be calculated in accordance with paragraph 2 in **SECTION 5 - CANCELLATION**.

## SECTION 7 - WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT

This Vehicle Service Contract will cover the parts listed below based on the coverage level **YOU** purchased.

Only those parts specifically listed below are covered. Refer to the **DECLARATIONS PAGE** to determine which coverage group(s) apply to **YOUR COVERED VEHICLE**.

Items listed in **SECTION 8 - WHAT IS NOT COVERED** are not covered under this Vehicle Service Contract.

### I. POWERTRAIN COVERAGE

- A. **Engine Group:** All **INTERNALLY LUBRICATED PARTS**. Crankshaft and bearings, oil pump, fuel pump, diesel injection pump, internal timing gears or chain/belt, camshaft, camshaft bearings, valve lifters, rocker arm assemblies and push rods, valve guides, pistons and rings, wrist pins, connecting rods, motor mounts, and distributor drive gear. The engine block and cylinder heads are covered if damage is caused by **FAILURE** of an **INTERNALLY LUBRICATED PART**.  
ENGINE (Rotary): All of the above listed parts plus rotors, rotor seals, rotor chamber, eccentric shaft and bearings.
- B. **Turbocharger/Supercharger:** Factory installed turbocharger or supercharger, including housing, and all internal parts.
- C. **Transmission, Transaxle and Transfer Case (4x4/AWD):** All **INTERNALLY LUBRICATED PARTS**. Drive shaft/U joint, torque converter, and transmission mounts. Case housings are covered if damaged by the **FAILURE** of an **INTERNALLY LUBRICATED PART**.
- D. **Drive Axle Group (Front or Rear):** Pinion bearings, side carrier bearings, ring and pinion gears, carrier assembly, thrust washers, axles, axle bearings, constant velocity joints, internal transaxle seal, and drive axle housing if damaged by the **FAILURE** of an **INTERNALLY LUBRICATED PART**.
- E. **Seals and Gaskets:** Seals and gaskets coverage is included for covered components on Vehicles with less than one hundred twenty-five thousand (125,000) miles at the **CONTRACT PURCHASE DATE**. Minor loss of fluid or seepage is considered normal and is not considered a **FAILURE**.

### II. PREMIER COVERAGE

All **POWERTRAIN COVERAGE** as listed above, plus:

- A. **Power Steering Group:** Steering gear box, pump assembly, rack and pinion, pitman arm, idler arm, tie rod, control valves, and intermediate shafts.
- B. **Electrical Group:** Alternator, starter motor, front and rear wiper motors, voltage regulator, distributor, solenoids, manually operated switches, electronic level control compressor including its sensor and limiter valve, electronic fuel injection sensors and injectors, electronic ignition module, ignition coils, power window motors/regulators, rear window heating elements, power mirror motors, power seat motors, and power lock actuators.
- C. **Enhanced Electrical:** Coverage is provided for the following factory installed devices: Global positioning system (GPS), instrument cluster, infrared systems, cruise control servo, proximity pass key and sensor, power antenna motor, 4WD encoder motor.
- D. **Air Conditioning Group:** Compressor, condenser, evaporator, a/c clutch & coil, expansion valve, receiver drier, blower motor, and heater control valve.

### III. SUPREME COVERAGE

All POWERTRAIN and PREMIER COVERAGE as listed above, plus:

- A. **Brake Group:** Master cylinder, power brake cylinder, vacuum assist booster, hydro boost, disc brake caliper, wheel cylinders and compensating valve. The following ABS Components are covered: Hydraulic control unit, electronic control processor, wheel speed sensors, hydraulic pump/motor assembly, pressure modulator valve, isolation dump valve, and accumulator.
- B. **Front/Rear Suspension Group:** Upper and lower control arms, control arm shafts and bearings or bushings, upper and lower ball joints, radius arm and bushings, torsion bars and mounts or bushings, stabilizer bars, links and bushings, struts, strut bearing plates, shock absorbers, spindle and spindle support, wheel bearings, and the following variable dampening suspension parts: compressor, control module, actuator, solenoid, height sensor, and mode selector switch.
- C. **Cooling Group:** Engine cooling fan and motor, fan clutch, serpentine belt tensioner, radiator, heater core, water pump, and thermostat.

### IV. SUPREME PLUS COVERAGE

This Vehicle Service Contract will cover approved repairs to any **FAILURE** of the parts of the **COVERED VEHICLE**, except for those items listed in **SECTION 8 - WHAT IS NOT COVERED**.

- A. **Hybrid Drive Battery/Electric Drive Battery/High Voltage Battery:** If **YOUR** Vehicle has been marked on **YOUR DECLARATIONS PAGE** as a Green Vehicle, coverage is provided in the event of a **FAILURE** to the Hybrid Drive Battery, Electric Drive Battery, or High Voltage Battery. Replacement may be made with a battery of like kind and quality with an energy capacity (kWh storage) level at or above that of the original battery prior to the **FAILURE**. The amount of energy that these batteries can store will decrease with time and miles driven. An inspection may be needed prior to repair or replacement, to determine if the battery energy capacity (kWh storage) is within the proper limit, given the age and mileage of the vehicle.
- B. **Charging Station:** In the event of a **FAILURE** of the **COVERED VEHICLE's** Professionally Installed Charging Station, coverage will apply to the internal components of the Professionally Installed Charging Station (excludes all wiring/cables from outlet to station; station to charger adapter; and all items listed in **SECTION 8 - WHAT IS NOT COVERED**). This benefit will cover up to a maximum of twenty-five hundred dollars (\$2500.00) towards the repair of a covered **FAILURE** of the Professionally Installed Charging Station.

### V. SURCHARGES and OPTIONAL COVERAGE

- A. **Business Use:** Coverage is provided if the Business Use surcharge has been selected and paid as specified on **YOUR DECLARATIONS PAGE**. Coverage is limited to cars, trucks, and vans that are not part of a pool or fleet, as used by the owner for: route work; service or repair work; delivery or hauling; agricultural purposes; job site activities; construction trades; and eligible vehicle owned by religious/charitable organizations. Business Use vehicles are not eligible for terms greater than one hundred thousand (100,000) miles.
- B. **Lift Kit/Tire Modifications:** Coverage is provided if the surcharge has been selected and paid at the time of sale of this Vehicle Service Contract as specified on **YOUR DECLARATIONS PAGE**. Any **FAILURE** resulting from a professionally installed lift kit or tire modification (up to four (4) inches), to an originally installed manufacturer component will be covered. This surcharge is only available if the **COVERED VEHICLE** is equipped with Lift Kit/Tire Modifications at the time of purchase of this Vehicle Service Contract. Lift Kit/Tire Modifications above four (4) inches and terms greater than one hundred thousand (100,000) miles are not covered.
- C. **WARRANTY REMAINING:** If the **WARRANTY REMAINING** option is selected & paid as indicated on **YOUR DECLARATIONS PAGE**, coverage begins at the **CONTRACT PURCHASE DATE** and expires by Time or Mileage measured from the original Full Manufacturer's Warranty Expiration Date or Expiration Mileage, whichever occurs first.

### VI. ROADSIDE ASSISTANCE (ALL COVERAGES)

In order to obtain the additional benefits listed below, please call 1-866-332-7575.

- A. **Towing:** In the event the **COVERED VEHICLE** becomes disabled due to a **FAILURE** which renders the **COVERED VEHICLE** inoperable, **WE** will arrange to have the Vehicle transported, one time per **CLAIM**, to the nearest qualified repair service facility within one hundred fifty (150) miles. **YOU** are responsible for any charges that exceed the stated coverage limit.
- B. **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**. In the event the spare tire is not functional, **WE** will provide **YOU** with transportation to the nearest tire store for repairs.
- C. **Emergency Gas Delivery Service:** In the event the Vehicle runs out of gas, **WE** will arrange for a service provider to deliver two (2) gallons of gas to the **COVERED VEHICLE**. **YOU** are responsible for the cost of the emergency supply of gas at the time of delivery. (Compressed Natural Gas (CNG) vehicles excluded)
- D. **Battery Jump Service:** In the event the **COVERED 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.
- E. **Key Lockout Service:** In the event the keys for the **COVERED VEHICLE** are lost, broken or accidentally locked in the **COVERED VEHICLE**, **WE** will arrange for a service provider to unlock the **COVERED VEHICLE** and **WE** 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.

### VII. ADDITIONAL BENEFITS (ALL COVERAGES)

- A. **RENTAL CAR:** The **ADMINISTRATOR** will reimburse the **SERVICE CONTRACT HOLDER**, for actual rental car expense incurred, up to thirty dollars (\$30.00) per twenty-four (24) hour period, with a one hundred fifty dollar (\$150.00) maximum per **CLAIM**. In order to qualify for reimbursement, the **COVERED VEHICLE** must: **1)** be retained by the repair facility overnight, and; **2)** have a **FAILURE** to a covered component based on the coverage plan selected, that if driven, would result in further damage to the **COVERED VEHICLE**. An additional ninety dollars (\$90.00) of rental coverage applies only in the event of a parts delay when an internal repair or replacement is performed on a major component (Engine Group, Transmission Group, and Drive Axle Group). Reimbursement will not continue beyond the day that repairs are completed and the **SERVICE CONTRACT HOLDER** is notified of completion. Reimbursement is only valid if rental is from a licensed car rental agency.
- B. **TRIP INTERRUPTION:** In the event of a **FAILURE** of the **COVERED VEHICLE** during the term of this policy, **YOU** will be reimbursed up to \$100 per day for up to three (3) days for meals and lodging when the **FAILURE** occurs more than 150 miles from **YOUR** residence. Benefits are per **FAILURE** and **YOU** must remain overnight for **YOUR** lodging and meals between the date of the **FAILURE** and the date the repairs are completed. **YOU** must provide to **US** valid lodging and meal receipts in order to be reimbursed.

### SECTION 8 - WHAT IS NOT COVERED

- A. Repairs or replacements not authorized in advance by the **ADMINISTRATOR**, except for repairs that qualify as Emergency Repairs as described in **SECTION 3 - HOW TO OBTAIN REPAIRS**.
- B. Repairs or replacements of components of the **COVERED VEHICLE** that were not operating properly in accordance with manufacturer's specifications at the time of the sale of this Vehicle Service Contract.
- C. Any mechanical breakdown or **FAILURE** that occurs to or results from non-standard (any component not installed by the original manufacturer) or high performance parts, alternate fuels, any mechanical or electrical alterations made to the **COVERED VEHICLE** including, but not limited to, the use of oversized tires,

- mismatched tire sizes according to manufacturer's guidelines, installation of header pipes, lift kits, vehicles lifted above four (4) inches, or snow plow equipment or fittings.
- D. Any part, repair, or replacement thereof while covered by insurance, a manufacturer's warranty, recall program, factory service bulletins, special policy, certified program or dealer warranty.
  - E. Any COVERED VEHICLE if the odometer has been tampered with, altered, disconnected (excluding during maintenance or repair) or not maintained in working order, causing it to not record actual mileage driven.
  - F. Any mechanical breakdown or FAILURE caused by (a) failure to service the COVERED VEHICLE as recommended by the manufacturer; (b) overheating, regardless of the cause of overheating or resulting from contamination or inadequate amounts of coolant, lubricants, or fluids; (c) continued operation of YOUR COVERED VEHICLE or failure to use reasonable means to protect YOUR COVERED VEHICLE from further damage after a FAILURE occurs; (d) sludge, rust, residue, or corrosion; (e) lack or loss of oil or lubricant, or poor quality lubricant or fluids; or (f) OWNER OR DRIVER NEGLIGENCE OR MISUSE, WHICH SHALL INCLUDE OPERATION OF THE VEHICLE AFTER THE FAILURE OF ANY PART, THE NORMAL OPERATION OF WHICH IS REQUIRED TO MAINTAIN A SAFE ENGINE OPERATING TEMPERATURE. AN UNSAFE ENGINE OPERATING TEMPERATURE IS INDICATED BY GAUGES, WARNING LIGHTS, OR AUDIBLE WARNING SOUNDS.
  - G. Any vehicle used for any form of competitive driving, racing or abusive driving.
  - H. Any COVERED VEHICLE used for pulling a trailer with a gross vehicle weight in excess of 1,500 pounds unless the vehicle is equipped as recommended by the manufacturer.
  - I. The following, unless required in connection with repairs or replacements covered hereunder: adjustments, wheel or suspension alignments, wheel balancing, engine tune-ups, grinding valves, refrigerants, reprogramming.
  - J. Phones, Tire Pressure Monitors/Sensors, Television/VCR, DVD Players, Satellite Radio, Electronic Device Software, LCD Screens, Wireless Transmitting Devices.
  - K. Commercial use including, but not limited to, public hire, rental, taxi, or livery, and vehicles with non-standard equipment installed specifically to facilitate commercial use.
  - L. During the period covered by this Vehicle Service Contract, it may become necessary to: (a) replace spark/glow plugs, cap and rotors, points, fuses, wiper blades, PCV valves, emission components (including catalytic converter), filters, fly wheels, flex plates, clutch assembly and hydraulics, brake and clutch linings, pressure plate, throw-out and pilot bearings, hoses, molded rubber or rubber like items, glass and glass lenses, windows, any component whose only purpose is for illumination, such as but not limited to: sealed beams, high intensity discharge (h.i.d. or xenon) bulbs, h.i.d. headlamp assemblies, ballasts, h.i.l.e.d. cooling systems, i.e.d. assemblies, light bulbs, lenses, wheels, tires, trim, moldings, bright metal, upholstery, paint, exhaust system (excluding cracked or warped exhaust manifold), brake rotors and drums, batteries (excluding Hybrid/Electric/High Voltage Battery), carburetor; (b) adjustments to: carburetor, throttle body assembly, ignition, transmission bands, belts or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; (d) add oil, coolant, fluids, lubricants, greases, or refrigerants. Costs for these services and parts are not covered by this Vehicle Service Contract, regardless of the cause of failure.
  - M. Storage charges, shop supplies, and materials charge; diagnostic procedures not in the flat rate time to repair the covered component.
  - N. Losses resulting from delays or failures caused by acts of God, accidental loss or damage, collision or upset, electric shock/short, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, hail, water, flood, freezing, malicious mischief, vandalism, war, riot or civil commotion, labor strikes, or other causes beyond the control of the ADMINISTRATOR.
  - O. Incidental or consequential damages, such as loss of time, inconvenience or loss of use of the COVERED VEHICLE or injury or death to any persons.
  - P. A part or component that a repair facility may recommend replacing but which has not FAILED.
  - Q. Maintenance services and parts described in the Manufacturer's Maintenance Schedule for the COVERED VEHICLE.
  - R. Rust damage or body repair, convertible or vinyl tops, air and water leaks, wind noise, weather strips, squeaks, and rattles.
  - S. Repairs or replacements made outside the United States or Canada.
  - T. Repairs to correct loss of compression or oil consumption related to burnt or carbonized piston rings or valve components.
  - U. Mechanical breakdown caused by ruptured or damaged constant velocity boots (NOT APPLICABLE TO SUPREME PLUS COVERAGE).
  - V. Damage to a covered part resulting from a mechanical breakdown or FAILURE of a non-covered part, or from faulty or negligent repairs, or installation of defective parts.
  - W. Damage to a non-covered part, regardless of the cause of failure, including damage resulting from a mechanical breakdown or FAILURE of a covered part.
  - X. Damages for bad faith, punitive or exemplary damages, property damage (except as specifically stated in the Vehicle Service Contract), and attorney fees.
  - Y. Any vehicle not originally manufactured to U.S. specifications or with restricted titles, commonly known as a grey market vehicle; salvaged vehicles, factory buybacks, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only.
  - Z. Limit of Liability (per repair visit) - The COST of repairs in excess of the approved COST to correct any FAILURE using the approved retail labor time from a nationally recognized labor time guide (i.e. Motors Guide, All-Data), less any DEDUCTIBLE. Parts replacement costs 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 FAILURE.
  - AA. Limit of Liability (Aggregate) - The aggregate total of all repairs and benefits paid or payable while this Vehicle Service Contract is in force shall not exceed the NADA retail value of the COVERED VEHICLE at time of current repair, or five thousand dollars (\$5000), whichever is greater.
  - BB. Authorized covered repairs that have not been submitted to the ADMINISTRATOR within one hundred eighty (180) days from date of completed repairs.
  - CC. Modifications to Hybrid Drive Battery/Electric Drive Battery/High Voltage Battery charging system or NON-Factory installed operating software. Cables and wires connected to and from the charging station.
  - DD. FAILURE caused by over or undercharging of Hybrid Drive Battery/High Voltage Battery, including allowing the battery to stay drained beyond manufacturer recommendations or allowing the vehicle to remain idle for more than 30 days. Battery core charges.
  - EE. Mechanical breakdown caused by or due to the FAILURE of nuts, bolts, or fasteners (internal and/or external) (NOT APPLICABLE TO SUPREME PLUS COVERAGE).
  - FF. Parts not expressly listed in SECTION 7 - WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT, are not covered (NOT APPLICABLE TO SUPREME PLUS COVERAGE).

## SECTION 9 - 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.** 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. Please refer to the State Requirements section of this Agreement for any added requirements in **YOUR** state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **YOU** and **WE** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **YOU** and **US**, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

## SECTION 10 - PRIVACY POLICY

The **ADMINISTRATOR** is committed to respecting **YOUR** privacy rights. Accordingly, the **ADMINISTRATOR** maintains a firm policy of secrecy concerning its customer records just as **YOU** would expect from a responsible company. The **ADMINISTRATOR** restricts access to **YOUR** file to authorized personnel and applies numerous security measures to ensure that information included in it is not used by improper people or for improper purposes. The **ADMINISTRATOR** discloses **YOUR** nonpublic personal information only in limited circumstances where doing so is necessary to serve **YOU** better. The **ADMINISTRATOR** may share nonpublic personal information with its affiliates. In addition, while **YOU** are a customer, the **ADMINISTRATOR** may share certain nonpublic personal information, such as **YOUR** name, address, telephone number, **COVERED VEHICLE** description, and finance contract terms, with other companies that perform services for the **ADMINISTRATOR**. For example, the **ADMINISTRATOR** may disclose this information to another company that facilitates the renewal of **YOUR** Vehicle Service Contract, if **YOU** should choose to renew. Furthermore, the **ADMINISTRATOR** may share certain nonpublic personal information to determine eligibility, to process claims, or to otherwise fulfill its duties under its Vehicle Service Contracts. The **ADMINISTRATOR** never discloses any nonpublic personal information concerning former customers and other non-customers with nonaffiliated third parties. If **YOU** object to the **ADMINISTRATOR** sharing nonpublic personal information in this limited manner, or if **YOU** have any questions concerning this Privacy Policy, please contact the **ADMINISTRATOR** at 1-855-686-6368. The **ADMINISTRATOR** collects nonpublic personal information about the **SERVICE CONTRACT HOLDER** from information that the **ADMINISTRATOR** receives from the **SELLER** or the **SERVICE CONTRACT HOLDER** on applications or other forms. The **ADMINISTRATOR** does not disclose any nonpublic personal information about the **SERVICE CONTRACT HOLDER** to anyone, except as permitted by law. The **ADMINISTRATOR** restricts access to nonpublic personal information about the **SERVICE CONTRACT HOLDER** to those employees of the **ADMINISTRATOR** who need to know that information to provide products and services to **YOU**. The **ADMINISTRATOR** maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard the **SERVICE CONTRACT HOLDER**'s nonpublic personal information.

## MARYLAND STATE DISCLOSURE

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

**SECTION 5 - CANCELLATION, 2.a.** is amended to add the following: (i) A ten percent (10%) penalty will be added each month to a refund that is not paid to the **SERVICE CONTRACT HOLDER** within forty-five (45) days of the return of the Contract to the **ADMINISTRATOR**. (ii) The right to void the Vehicle Service Contract is not transferable and applies only to the original Vehicle Service Contract purchaser.