

VEHICLE SERVICE CONTRACT

CONTRACT NUMBER
#OLN

PURCHASER & VEHICLE INFORMATION

PURCHASER NAME		AREA CODE & TELEPHONE NUMBER	
STREET ADDRESS	CITY, STATE, AND ZIP CODE		VEHICLE CLASS
VEHICLE YEAR, MAKE, AND MODEL		VEHICLE IN-SERVICE DATE	VIN
			ODOMETER READING

SELLING COMPANY & FINANCE COMPANY INFORMATION

SELLING COMPANY NAME		SELLING COMPANY AREA CODE & TELEPHONE NUMBER	
SELLING COMPANY ADDRESS			
FINANCE COMPANY NAME		FINANCE COMPANY AREA CODE & TELEPHONE NUMBER	
FINANCE COMPANY ADDRESS			

ADMINISTRATOR OBLIGOR

[REDACTED]. The Administrator's performance under this Service Contract is insured by [REDACTED]. If a Covered Claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim with [REDACTED] at the address listed above.

CONTRACT INFORMATION

DEDUCTIBLE PER VISIT	TERM MONTHS	TERM MILEAGE	OPTIONAL COVERAGE
VEHICLE SURCHARGES			CONTRACT SALE DATE
			SERVICE CONTRACT PRICE \$

AGREEMENT PERIOD

TERM MONTHS ARE MEASURED FROM THE ORIGINAL IN-SERVICE DATE (THE DATE THE VEHICLE WAS PURCHASED BY THE ORIGINAL OWNER OR THE DATE THE VEHICLE WAS PLACED IN USE FOR RENTAL, DEMONSTRATION, OR OTHER PURPOSES), AND TERM MILEAGE IS MEASURED FROM ZERO (0) MILES. COVERAGE BEGINS THIRTY (30) DAYS AFTER THE CONTRACT SALE DATE OR WHEN THE VEHICLE REACHES 1,000 MILES ABOVE THE ODOMETER READING AT THE TIME OF SALE, WHICHEVER OCCURS FIRST. COVERAGE EXPIRES WHEN THE TERM MONTHS OR TERM MILEAGE ELAPSES, WHICHEVER OCCURS FIRST.

OTHER IMPORTANT INFORMATION

This Contract is not an insurance policy; it is a Service Contract between You and the Administrator Obligor. Any change to the preprinted terms and conditions of this Contract is invalid and of no force or effect. If any information on this Contract is in error, contact the Selling Company or Administrator immediately. Purchase of this Contract is not required in order to purchase a vehicle or to obtain vehicle financing.

MAINTENANCE AND RECORDS

To obtain the benefits provided by this Service Contract, Covered Components must be maintained at a Licensed Repair Facility in accordance with what is recommended by the manufacturer of Your Vehicle. Proper documentation and verifiable receipts for all maintenance and repairs will be required in the event of a claim. Receipts must reflect proper Vehicle documentation (i.e. year, make, and model), complete Vehicle Identification Number, and the current mileage of the Vehicle. Handwritten receipts will not be accepted. Failure to provide proof of required maintenance may result in denial of coverage.

WHAT IS COVERED

This Service Contract covers necessary repairs to all of the mechanical and electrical parts of Your Vehicle, except those items listed under WHAT IS NOT COVERED and all components listed for coverage under the manufacturer's powertrain warranty. If a Covered Component Fails during the term of this Service Contract, the Administrator will pay for the repair or replacement of the Covered Component, subject to the terms and conditions herein.

OPTIONAL COVERAGE

EMERGENCY ROADSIDE ASSISTANCE

The services listed below are available to You, with a maximum of \$80 per occurrence. However, if You seek roadside assistance through a different telephone number than the one listed below, then You will be required to pay for that assistance and will not be reimbursed.

- **EMERGENCY TOWING:** If Your Vehicle is disabled for any reason and in need of a tow, a towing provider will be dispatched to Your location.
- **BATTERY SERVICE:** A "jump start" will be applied in an attempt to start Your Vehicle.
- **FLAT TIRE CHANGE:** Service will be provided to remove the flat tire and replace it with Your properly inflated spare tire.
- **LOCKOUT:** If Your keys are accidentally locked inside Your Vehicle, Roadside Services will provide assistance to gain entry to the Vehicle (You must show proper identification).
- **FUEL, OIL, FLUID and WATER DELIVERY:** If Your Vehicle requires an emergency supply of FUEL, OIL, FLUID, or WATER, then Roadside Services will arrange delivery to You. On request, You will be required to pay for the cost of FUEL, OIL, FLUID or WATER when delivered.

No service may be duplicated within 72 hours of the initial request.

FOR EMERGENCY ROADSIDE ASSISTANCE, CALL [REDACTED].

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR PRIOR TO THE COMMENCEMENT OF ANY TEAR DOWN OR REPAIRS. PLEASE CALL [REDACTED] FOR AUTHORIZATION AND INSTRUCTIONS.

OPTIONAL COVERAGE (cont.)

RENTAL CAR REIMBURSEMENT

If **You** selected and paid for the optional Rental Car Reimbursement coverage, then **You** may qualify for rental car reimbursement when **Your Vehicle** sustains a **Failure** resulting in a **Covered Repair**. The reimbursement amount with this optional coverage is up to \$30 per day, with a 5 day maximum, not to exceed \$150 per occurrence. Rental coverage is contingent on the labor time required to replace/repair **Covered Components** authorized by the **Administrator**. The **Administrator** will use factory labor times or industry recognized flat-rate manuals to determine the required repair time. However, this time excludes the downtime waiting for parts or other delays beyond the control of the repair facility or the **Administrator**. The labor time necessary for rental reimbursement is as follows: 1 to 4 hours = 1 day; 4.1 to 8 hours = 2 days; 8.1 to 12 hours = 3 days; etc. **Your** rental car benefits will not continue beyond the day the repairs are completed and **You** are notified of completion. All vehicles must be rented from a licensed auto rental facility.

TRIP INTERRUPTION

If **You** selected and paid for the optional Trip Interruption coverage, then **You** may qualify for Trip Interruption benefits when **You** are more than 100 miles from **Your** home and **Your Vehicle** is in need of **Emergency Repairs**. Trip Interruption benefits include lodging and meal reimbursement for up to \$75 per day, with a 3 day maximum, not to exceed \$225 per occurrence. This benefit applies when a **Licensed Repair Facility** must keep **Your Vehicle** overnight to repair **Your Vehicle**, but it does not extend beyond the day the repairs are completed. For lodging and meal reimbursement, please save all receipts and contact the **Administrator** for instructions ([REDACTED]). Receipts must be legible and verifiable. Handwritten receipts will not be accepted. The Trip Interruption benefit is only available where allowed by law.

LIMITS OF LIABILITY

Repairs covered by this **Service Contract**, per occurrence, are limited to the actual cash value (ACV) of the **Vehicle** immediately prior to the **Breakdown** (The ACV is the "clean trade-in" value reflected in the most recent edition of the regional NADA guide). The total of all benefits that will be paid under this **Service Contract** will not exceed the price paid for the **Vehicle** by the original purchaser of this **Service Contract**. **Our** liability for incidental and consequential damages including, but not limited to personal injury, physical damage, property damage, loss of **Vehicle** use, loss of time, inconvenience and commercial loss resulting from the operation, repair, maintenance or use of this **Vehicle** is expressly excluded.

STATE TAXES

Sales tax on **Covered Repairs** will be paid in accordance with the regulations of the Taxing Authority in the state where **Your Vehicle** has been repaired.

WHAT IS NOT COVERED

In accordance with the coverage **You** selected on the front page of this **Service Contract**, any part not specifically listed under the "WHAT IS COVERED" section is not covered. In addition, this **Service Contract** does **not** apply to the following:

1. Any repair that has not received prior authorization from the Administrator. This exclusion does not apply to emergency repairs performed outside of the Administrator's business hours.
2. The repair or replacement of any motor vehicle component that was not operating properly in accordance with manufacturer's specifications at the time this **Service Contract** was sold (i.e. pre-existing conditions).
3. Any **Vehicle** with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, fire, or gray market).
4. Any **Vehicle** that has been repurchased by or had its price renegotiated with the manufacturer. Any **Vehicle** that has had the manufacturer's warranty revoked, voided, or cancelled; or any **Vehicle** that never came with a manufacturer's warranty.
5. The repair or replacement of any **Covered Component** that has not Failed, as defined in this **Service Contract**.
6. The repair, retrofit, or replacement of any component required for compliance by any local, state, or federal law or legislation.
7. Any component listed for coverage under the manufacturer's powertrain warranty.
8. Damage due to the alteration, modification, or use of **Your Vehicle** in a manner not recommended by the manufacturer, including the use of "non-stock" or modified parts.
9. Cosmetic damage or cosmetic related repairs (e.g. scratches, nicks, dents, or tears).
10. Any **Mechanical Breakdown** covered by an insurance entity, the manufacturer's warranty or recall; or any component with a warranty or "repairer's guarantee" through a repair facility. Additionally, if an insurance entity, the manufacturer, or repair facility notifies **You** that they will monetarily participate in a repair that has been authorized and paid by **Us**, then **We** will exercise **Our** right to recover the respective amount.
11. Any **Vehicle** with an odometer that has been tampered with, altered, disconnected, or not maintained. **You** may be required to provide an odometer statement at the time of sale of this **Service Contract**. Misrepresentation of the odometer reading either before or during the term of this **Contract** may render this **Contract** void.
12. Any **Mechanical Breakdown** or **Failure** caused by (a) normal wear and tear; (b) **Your** failure to provide proper maintenance to the failed part or parts; (c) overheating, regardless of the cause of overheating; (d) incorrect, contaminated, or inadequate amounts of coolant, lubricants, or fluids; (e) accidental loss or damage, impact, collision or upset, falling missiles or objects, rust, corrosion, fire, theft, larceny, explosion, lightning, earthquake, wind storm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion; or (f) **DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED VEHICLE**.
13. Body components or repairs related to the body of the **Vehicle** (e.g. bumpers, lenses, glass, paint, convertible or vinyl tops, sheet metal, outside ornamentation, frame or structural body parts, air or water leaks, wind noise, weather strips, squeaks or rattles, trim, upholstery, carpet, or mats).
14. Electronic components that were not originally installed by the manufacturer (i.e. non-OEM components) including the following: audio/video equipment and accessories, navigational systems, security systems, and electronic transmitting/receiving devices.
15. The following, unless required in conjunction with a **Covered Repair**: upgrades, adjustments, alignments, oil, fluids, greases, lubricants or refrigerant.
16. Maintenance services and parts described in the manufacturer's maintenance schedule for **Your Vehicle**. **NOTE**: During the term of this **Contract**, it may become necessary to (a) replace spark/glow plugs and wires, emission control valves, timing belts, and filters; (b) adjust belts, ignition, transmission bands, or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; and (d) maintain or replace items not specifically covered under this **Contract**. These aforementioned services and replacements are required because of normal wear and usage—they are **Your** responsibility. Costs for these services and parts are not covered by this **Contract**.

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR PRIOR TO THE COMMENCEMENT OF ANY TEAR DOWN OR REPAIRS. PLEASE CALL [REDACTED] FOR AUTHORIZATION AND INSTRUCTIONS.

WHAT IS NOT COVERED (cont.)

17. Any expenses associated with shop supplies, materials charges (i.e. miscellaneous items not directly associated with a covered repair), hazardous waste charges, diagnosis time (where a Covered Mechanical Breakdown has not occurred), freight charges, or storage charges.
18. Any Vehicle used for Commercial purposes or that is fitted with snowplow equipment.
19. The repair or replacement of the following: (a) batteries and battery cables; (b) exhaust system components and catalytic converters; (c) tires, wheels/rims, and shock absorbers; (d) fasteners, nuts, bolts, clips, screws; (e) fuses and bulbs; (f) safety restraint systems (including air bags); (g) brake linings, rotors, and drums; (h) sealed beams, LED, or HID headlamp assemblies; (i) wiper blades, hoses, molded rubber, and rubber-like items; (j) clutch disc and linings, clutch pressure plate, clutch throw-out bearings, pilot bearings; (k) bent shift forks, stretched timing chains; and (l) cellular phones.
20. Any losses resulting from delays, labor strikes, loss of time, inconvenience, or other causes beyond the control of the Administrator.
21. The repair or replacement of any Covered Component that has been damaged by a non-Covered Component or an improper repair.
22. The repair or replacement of any non-Covered Component damaged as a result of the Failure of a Covered Component.
23. Repairs or replacements made outside the contiguous United States or if the Vehicle is registered outside the contiguous United States.
24. Any component or part of a component that enables a vehicle to be propelled by any source of power other than gasoline, diesel fuel, or E85 ethanol. In addition, components exclusive to any of the following: Electric Vehicles, Extended-Range Electric Vehicles, or Hydrogen-Powered Vehicles. This exclusion does not apply if your vehicle is a Hybrid Vehicle or Plug-in Hybrid Vehicle. However, the Hybrid Battery is not covered in any instance.

WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN

1. Take immediate action to prevent further damage to **Your Vehicle**. Any damage resulting from continued operation of an impaired **Vehicle** will constitute failure to protect **Your Vehicle** and will not be covered under this **Service Contract**.
2. Deliver **Your Vehicle** to the **Licensed Repair Facility** of **Your** choice.
3. Present this **Contract** and proof of all maintenance as expressed under "MAINTENANCE AND RECORDS" to the repair facility.
4. Ensure that the repair facility contacts the Claims Department for instructions prior to any repairs. The Claims Department can be reached at [REDACTED].
5. If **Emergency Repairs** covered by this **Service Contract** are required outside the **Administrator's** business hours, then deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. On the next business day, report the repairs to the **Administrator** at [REDACTED].
6. In all instances, if **Your** repair is a **Covered Repair**, then **You** are required to pay the repair facility the deductible amount reflected on the declarations page of this **Contract**. In addition, **You** are also required to pay for anything not authorized by the **Administrator**.

WHAT THE ADMINISTRATOR WILL DO WHEN A CLAIM IS REPORTED

The **Administrator** will determine the extent of coverage, subject to the terms and conditions of this **Contract**. Towards this end, the **Administrator** will verify the **Mechanical Breakdown** with the repair facility, verify coverage, determine the **Cost** of the repair, and authorize the claim for any **Covered Repairs** (The claim is not approved unless authorization numbers are given to the repair facility).

NOTE: (1) At the sole discretion of the **Administrator**, a **Covered Part** may be replaced with new parts, remanufactured parts, or with used parts of like kind and quality. (2) We reserve the right to inspect **Your Vehicle** to verify a **Failure(s)**. In addition, if a dispute arises between the repair facility and **Us**, **We** reserve the right to relocate **Your Vehicle** to a repair facility of **Our** choice. In the event the **Administrator** determines that a repair in question is not a **Covered Repair**, then **You** are responsible for any cost incurred.

DEFINITIONS

- **ADMINISTRATOR, ADMINISTRATOR OBLIGOR, OUR, US, and WE:** [REDACTED].
- **COMMERCIAL:** Use intended primarily for business purposes or for profit. Some examples of **Commercial** use are plowing snow, taxi, delivery, shuttle, emergency, towing, or rental.
- **COST:** The customary and reasonable charges for parts and labor necessary to repair or replace **Covered Components**. These charges are subject to the **Administrator's** approval and will not exceed either the manufacturer's suggested retail (list) price for parts or the labor allowances derived from industry recognized flat-rate manuals. The maximum dollar amount per labor hour will not exceed \$80, unless approved in advance by the **Administrator**.
- **COVERED BREAKDOWN** or **COVERED MECHANICAL BREAKDOWN:** Breakdown that is covered by this **Contract**.
- **COVERED PART(S)** and **COVERED COMPONENT(S):** Any part of the **Vehicle** listed herein as a **Covered Part/Component** and not excluded from coverage by this **Contract**.
- **COVERED REPAIR:** A repair to a **Covered Part/Component** approved by the **Administrator**.
- **EMERGENCY REPAIRS:** Necessary repairs, which, if not performed, would impair the future operation of **Your Vehicle**, or render it inoperable or unsafe to drive.
- **FINANCE COMPANY:** Any financial institution providing financing for the purchase of this **Service Contract**.
- **LICENSED REPAIR FACILITY:** Any automotive repair facility that has been licensed to perform automotive repairs by the state in which it operates.
- **MECHANICAL BREAKDOWN, BREAKDOWN, FAILED, or FAILURE:** The inability of any **Covered Component(s)** that has received proper maintenance, as prescribed by this **Service Contract**, to function in the manner for which it was designed. This inability must be the result of defective material or faulty workmanship, not due to the gradual reduction in component performance through normal or excessive usage. In addition, a **Failed** part must be outside the allowable tolerances prescribed by the manufacturer to be deemed a **Failure**.
- **SELLING COMPANY:** The entity identified on the first page of this **Contract** from whom **You** purchased this **Service Contract**.
- **SERVICE CONTRACT** or **CONTRACT:** This document in its entirety, which explains the coverage and limitations afforded to **You**.
- **VEHICLE:** The **Vehicle** identified on the first page of this **Contract**.
- **YOU, YOUR, OWNER, CONTRACT HOLDER, MY, and I:** The person(s) whose name is listed as the purchaser(s) of this **Service Contract**.

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR PRIOR TO THE COMMENCEMENT OF ANY TEAR DOWN OR REPAIRS. PLEASE CALL [REDACTED] FOR AUTHORIZATION AND INSTRUCTIONS.

CANCELLATION/RENEWAL

CANCELLATION BY THE FINANCE COMPANY

You hereby authorize the **Finance Company** to cancel this **Contract** on **Your** behalf in the event: (1) **Your Vehicle** is repossessed, (2) **Your Vehicle** is declared a total loss, or (3) **You** default in **Your** obligations to the **Finance Company**. In addition, **You** authorize the **Finance Company** to be listed as a joint payee and to receive any refund in the event this **Contract** is cancelled.

CANCELLATION BY THE ADMINISTRATOR

The **Administrator** may cancel this **Contract** for material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, or for non-payment of the **Service Contract** price.

CANCELLATION BY THE CONTRACT HOLDER

You may cancel this **Service Contract** at any time by notifying the **Selling Company** or **Administrator** in writing. This notification must include this **Service Contract** and a notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** on the date of the request.

CANCELLATION PROVISIONS

If this **Contract** is cancelled within the first thirty (30) days from the **Contract** sale date and no claims have been filed, then **You** will receive a full refund. If this **Contract** is cancelled thirty (30) days past the **Contract** sale date or after a claim has been filed, then **You** will receive a pro rata refund, and any claims paid under this **Contract** will be deducted. Pro rata refunds are determined by multiplying the amount **You** paid for this **Service Contract** by the lesser of the following two ratios: Either by (a) the number of covered days remaining on the **Service Contract** compared with the original number of covered days, or by (b) the miles of remaining coverage under the **Service Contract** compared with the original covered miles. A cancellation fee of \$50 or 10% of the **Service Contract** price, whichever is less, will apply to all pro rata cancellations made by the **Contract Holder**. In all instances, if there is no **Finance Company**, the refundable amount will be paid to **You**. If there is a **Finance Company**, the refundable amount will be paid to the **Finance Company**.

NOTE: Transferred **Service Contracts** are not eligible for cancellation refunds.

RENEWAL

This **Contract** is non-renewable.

TRANSFER OF VEHICLE OWNERSHIP

If **You** sell **Your Vehicle** or if there is any change in the ownership of **Your Vehicle**, this **Contract** will terminate. However, **You** may request to transfer the remaining coverage of this **Contract** to the new owner within fifteen (15) days of the change in **Vehicle** ownership. **You** must notify the **Administrator** in writing and include the following: a transfer fee of \$50, name and address of the new owner, a copy of the bill of sale or sales contract showing the date and mileage of **Your Vehicle** at the time of sale (when applicable), and proof that **You** transferred the remaining manufacturer's powertrain warranty to the new owner of **Your Vehicle**. The **Administrator** has the discretion to approve or reject your request. Copies of all maintenance records showing actual oil changes and manufacturer's required maintenance must be given to the new owner, no handwritten receipts will be accepted. The new owner must retain these records and is subject to the maintenance requirements as specified in this **Contract** and by the **Vehicle** manufacturer. This **Contract** may not be transferred more than once, may not be assigned to another vehicle, and may not be transferred to a new or used vehicle dealer or anyone other than an individual purchasing **Your Vehicle** for personal use.

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR PRIOR TO THE COMMENCEMENT OF ANY TEAR DOWN OR REPAIRS. PLEASE CALL [REDACTED] FOR AUTHORIZATION AND INSTRUCTIONS.