VEHICLE SERVICE CONTRACT CONTRACT COMMER → CDM

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NAME OF PURCHASER					AREA CODE & TELEPHONE NUMBER		
STREET ADDRESS		CITY, STATE, AND ZIP C	ODE				
		VEHIC	LE INFORMATION	אר			
YEAR, MAKE, AND MODEL OF VEHICLE		VEITIO	LL INI ORMATIC	711			
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	SELLING	G COMPANY & F	FINANCE COMP.	ANY INFOR	MATION		
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ADDRESS OF SELLING COMPANY							
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			ACT INFORMAT				
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		ADDI	TIONAL BENEFI	TS			
PRENTAL CAR REIMBURSEN per day, with a 5 day maximum, r authorized by the Administrator. time excludes the downtime waiting as follows: 1 to 4 hours = 1 day; 4. You are notified of completion. All	not to exceed \$150 The Administrator g for parts or other of 1 to 8 hours = 2 day	per occurrence. Renta will use factory labor tin lelays beyond the control s; 8.1 to 12 hours = 3 d	al coverage is contingen mes or industry recognized of of the repair facility or to ays; etc. Your rental ca	t upon the labor ed flat-rate manua the Administrato	time required to reals to determine the reals. The labor time re	eplace/repair Covered Compo e required repair time. Howeven necessary for rental reimburser	onents er, this ment is
TRIP INTERRUPTION: If You benefits which include lodging and r Repair Facility must keep Your Ve please save all receipts and contact Trip Interruption benefit is only available.	neal reimbursement hicle overnight to re t the Administrator	for up to \$75 per day, wi epair Your Vehicle , but it for instructions (ith a 3 day maximum, not t does not extend beyond	to exceed \$225.0 If the day the repai	00 per occurrence. irs are completed.	This benefit applies when a Lic For lodging and meal reimburs	ensed ement
identification). • FUEL, OIL, FLUID and WAT	hone number than tour Vehicle is disal p start" will be applice will be provided to accidentally locked	the one listed below, the bled for any reason and ed in an attempt to start to remove the flat tire and inside Your Vehicle , Ro	en You will be required to in need of a tow, Roadsi Your Vehicle. It replace it with Your proposed badside Services will pronoun emergency supply of Fi	p pay for that assisted Services will de Services will de sperly inflated spayde assistance to UEL, OIL, FLUID,	stance and will not lispatch a towing p are tire. o gain entry to the ' or WATER, then I	be reimbursed.	er
delivery to You . On request, '	•		UEL, OIL, FLUID or WAT FED WITHIN 72 HOURS				
			SIDE ASSISTANCE,				

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A. MAINTENANCE AND RECORDS

To obtain the benefits provided by this **Service Contract**, **Covered Components** must be maintained at a **Licensed Repair Facility** and 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 **Your** name, proper **Vehicle** documentation (e.g. 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. **Your** failure to provide the **Covered Components** of **Your Vehicle** with the maintenance recommended by the manufacturer may result in denial of coverage.

B. WHAT IS COVERED

Covered Components are categorized into five sections (POWERTRAIN, STANDARD, HIGH TECH, COMPREHENSIVE, and WRAP) and sub-categorized by related vehicle components. Only those items listed within these sections are covered, subject to the terms and conditions of this Service Contract and in accordance with the coverage and surcharges selected on the declarations page. If a Failure occurs to a Covered Component 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.

POWERTRAIN COVERAGE

POWERTRAIN COVERAGE includes the following items only:

ENGINE COMPONENTS: Oil Pump, Distributor Shaft and Housing, Harmonic Balancer, Valve Covers, Timing Cover, Water Pump, Fuel Pump, Intake Manifold, and all internal, Lubricated Parts of the Engine. The Engine Block and Heads are covered only if damaged by the Failure of an internal, Lubricated Part.

† TURBO/SUPERCHARGER (OEM ONLY): All internal, Lubricated Parts of the Turbocharger/Supercharger. The Housing is covered only if damaged by the Failure of an internal, Lubricated Part.

TRANSMISSION COMPONENTS (Automatic & Manual): Torque Converter, Vacuum Modulator, and all internal, Lubricated Parts of the Transmission. Covers, Pans, and Cases are covered only if damaged by the Failure of an internal, Lubricated Part.

- *TRANSFER CASE COMPONENTS: All internal, Lubricated Parts of the Transfer Case or All Wheel Drive Mechanism. The Transfer Case Housing or Housing for the All Wheel Drive Mechanism is covered only if damaged by the Failure of an internal, Lubricated Part.
- *FRONT AND REAR DIFFERENTIAL COMPONENTS: Axle Shafts, Constant Velocity Joints, and all internal, Lubricated Parts of the Differential. The Differential Case is covered only if damaged by the Failure of an internal, Lubricated Part.

<u>SEALS & GASKETS</u>: Seals & Gaskets coverage applies to all items listed above. However, if any item listed above requires a surcharge, then the required surcharge must be selected and paid for Seals & Gaskets coverage to apply to that item.

- \dagger SURCHARGE REQUIRED FOR COVERAGE ON TURBOCHARGER / SUPERCHARGER COMPONENTS.
- ★ THE 4WD / AWD SURCHARGE IS REQUIRED FOR COVERAGE ON THE TRANSFER CASE (OR ALL WHEEL DRIVE MECHANISM) AND 2™ DIFFERENTIAL COMPONENTS.

STANDARD COVERAGE

STANDARD COVERAGE includes all of the components and stipulations listed in POWERTRAIN COVERAGE, plus the following items only:

STEERING COMPONENTS: Manual and Power Steering Gear Assembly, Control Valve and Rack Assembly, Power Steering Pump, Steering Column Main and Intermediate Shafts, Cooler, Pitman Arm, Idler Arm, Tie Rod Ends, Couplings, and Drag Link.

FRONT SUSPENSION COMPONENTS: Upper and Lower Control Arms, Control Arm Shafts and Bushings, Upper and Lower Ball Joints, Stabilizer Shaft Linkage and Bushings, Spindles, and Spindle Supports.

BRAKE COMPONENTS: Master Cylinder, Power Assist Booster and Valve, Wheel Cylinders, Calipers, Combination Valve, Steel Lines and Fittings, Self Adjusters, and Parking Brake Linkage and Cables. NOTE: this level of coverage does not include the ABS system.

ELECTRICAL COMPONENTS: Alternator, Voltage Regulator, Starter Motor, Starter Drive, Starter Solenoid, Front Wiper Motor (including internal Circuit Board), Relay and Delay Switches, Manually Operated Switches, and Wiring Harnesses.

FACTORY AIR CONDITIONING AND HEATING COMPONENTS: Compressor, Clutch, Clutch Coil and Pulley, Orifice Tube, Condenser, and Evaporator.

SEALS & GASKETS: Seals & Gaskets coverage only applies to **Covered Components**.

HIGH TECH COVERAGE

HIGH-TECH COVERAGE includes all of the components and stipulations listed in POWERTRAIN & STANDARD COVERAGE, plus the following items only:

FRONT AND REAR SUSPENSION COMPONENTS: McPherson Style Struts, Shackle Bushings and Eye Bushings, Leaf and Coil Springs, Leaf and Coil Spring Bushings, Torsion Bars, Wheel Bearings, Automatic Leveling Unit Compressor, Level Sensor, and Limiter Valve.

ELECTRICAL COMPONENTS: Rear Wiper Motor, Heater Blower Motor, Factory Installed Sunroof Motor, Convertible Top Motor, Power Antenna (motor only), Remote Keyless Entry Module, Cruise Control Servo, Cruise Control Module and Transducer, Compass, Thermometer, Electronic Control Module, Oxygen Sensor, Ignition Module, Igniter, Electronic Instrument Cluster and Circuit Board, Power Window Motors/Regulators, Power Door Locks, Power Seat Motors, and Speedometer Head.

ANTI-LOCK BRAKE (ABS) COMPONENTS: Electronic Control Unit, Anti-Lock Computer Module, Wheel Speed Sensors/Exciters, Proportioning Valves, High Pressure Hydraulic Pump, Electro-Hydraulic Proportioning Control Valves, and Accumulator.

FACTORY AIR CONDITIONING AND HEATING COMPONENTS: Expansion Valve, POA Valve, Drier, Accumulator, Hi-Low Pressure Cut-Off Switch, Ducts and Outlet Hoses, and Automatic Temperature Control Programmer.

COOLING COMPONENTS: Radiator, Fan Clutch, Fan Blade, Cooling Fan Motors, and Heater Core.

FUEL DELIVERY COMPONENTS: Fuel Injector Metering Pump, Fuel Injectors, Fuel Distributor, Diesel Injection Pump, Metal Fuel Lines, Fuel Sending Unit.

INTERIOR/EXTERIOR COMPONENTS: Glove Box Door and Hinge, Seat Tracks, Interior and Exterior Door Handles, Door Hinges, Map/Courtesy Light Assembly, and Hood/Trunk Gas Struts.

SEALS & GASKETS: Seals & Gaskets coverage only applies to **Covered Components**.

COMPREHENSIVE COVERAGE

If You selected Comprehensive Coverage and selected and paid all applicable surcharges for Your Vehicle, this Service Contract will cover necessary repairs to ALL of the mechanical and electrical parts of Your Vehicle, except those items listed under "WHAT IS NOT COVERED."

WRAP COVERAGE

If You selected Wrap Coverage and selected and paid all applicable surcharges for Your Vehicle, this Service Contract will cover necessary repairs to ALL of the mechanical and electrical parts of Your Vehicle, except those items listed under "WHAT IS NOT COVERED." Additionally, Wrap Coverage specifically excludes all components listed for coverage under the manufacturer's powertrain warranty.

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C. LIMITS OF LIABILITY

The total of all benefits paid or payable shall not exceed the NADA "clean trade-in" value immediately prior to **Breakdown**. **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.

D. 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 <u>not</u> apply to:

- Any repair which 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 which was not properly operating in accordance with manufacturer's specification 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 which has been repurchased by or had its price renegotiated with the manufacturer, or that has had the manufacturer's warranty revoked or voided.
- 5. The repair or replacement of any Covered Component which 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. The gradual reduction in component performance through normal or excessive usage. The repair or replacement of engine valves, valve guides, valve seals, and/or piston rings, if the purpose of such repair(s) is simply to raise the compression of the engine, increase performance, or to reach acceptable oil consumption, is not covered.
- 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. Any Mechanical Breakdown covered by an insurance entity, the manufacturer's warranty or recall, or that has 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 which has been authorized and paid by Us, then We will exercise Our right to recover the respective amount.
- 10. Any Vehicle with an odometer which has been tampered with, altered, disconnected, or not maintained. You may be required to provide an odometer statement. Misrepresentation of the odometer reading either before or during the term of this Contract may render this Contract void.
- 11. 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.
- 12. Cosmetic damage or cosmetic related repairs (e.g. scratches, nicks, dents, or tears).
- 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 which 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 Service 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 Service 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 Service Contract.
- 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 (unless a commercial surcharge is offered and paid on the contract sale date) or 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 and HID headlamp systems, (i) drive belts, 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 damaged by a non-Covered Component or from 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 United States or Canada or if the Vehicle is registered outside the United States or Canada.

E. WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN

- 1. Take immediate action to protect the Vehicle from further damage. This may require You to stop the Vehicle, turn off the engine, and have the Vehicle towed.
- 2. You may take the Vehicle to any Licensed Repair Facility. However, authorization must be obtained from the Administrator prior to any repair.
- 3. Present this Contract and proof of all maintenance as expressed under "MAINTENANCE AND RECORDS" to the repair facility.
- 4. Make certain the repair facility contacts the Administrator for instructions prior to any repairs. The Administrator can be contacted at Friday from 7:00 a.m. to 7:00 p.m. (CST) and on Saturday from 8:00 a.m. to 2:00 p.m. (CST).
- 5. In some instances, a Covered Component may require disassembly to determine if the repair in question is a Covered Mechanical Breakdown. In these instances, You may be asked to approve the disassembly.
- If Emergency Repairs covered by this Service Contract are required outside of the Administrator's business hours, 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. To report an Emergency Repair and to obtain reimbursement, please call the claims number for instructions:

 Reimbursement for such repairs will not be considered outside of the aforementioned parameter or timeframe.
- 7. In all instances, if Your repair is a Covered Repair, then You are required to pay the deductible amount reflected on the declarations page of this Contract. In addition, You are also required to pay for any charges not authorized by the Administrator.
- 8. In the event the Administrator determines the repair in question is not a Covered Repair, then You are responsible for any cost incurred.

F. WHAT THE ADMINISTRATOR OBLIGOR WILL DO WHEN A CLAIM IS REPORTED

The Administrator will determine coverage subject to the terms and conditions of this Contract. Towards this end, the Administrator will verify the Failure 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, Covered Components 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.

G. STATE TAXES

The payment of sales tax on Covered Repairs will be made in accordance with the regulations of the Taxing Authority in the state where Your approved Vehicle has been repaired

H. DEFINITIONS

- ADMINISTRATOR OBLIGOR, ADMINISTRATOR, WE, US, and OUR:
- BREAKDOWN, MECHANICAL BREAKDOWN, FAILURE, or FAILED: 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 materials or faulty workmanship, but not due to
 the gradual reduction in component performance through normal or excessive usage. In addition, all Failed parts must be outside the allowable tolerances prescribed by
 the manufacturer to be deemed a Failure.
- 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 shall not exceed either the manufacturer's suggested retail (list) price for parts or the labor allowances derived from industry recognized flatrate manuals. The maximum dollar amount per labor hour shall not exceed \$80.00, unless approved in advance by the Administrator.
- COVERED MECHANICAL BREAKDOWN: A Failure 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 Service 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: The financial institution listed on the first page of this Contract who is financing this Service Contract.
- LICENSED REPAIR FACILITY: Any automotive repair facility licensed to perform automotive repairs by the state in which it operates.
- LUBRICATED PART: A part which requires lubrication to correctly function.
- SELLING COMPANY: The entity identified on the first page of this Contract from which 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, MY, and I: The person(s) whose name is listed as the purchaser of this Service Contract.

I. CANCELLATION/RENEWAL

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

CANCELLATION BY THE FINANCE COMPANY: You hereby authorize the Finance Company to the following: (1) to be listed as a joint payee and receive any refund in the event this Contract is cancelled, and (2) to cancel this Contract in the event You default in Your obligations to the Finance Company.

CANCELLATION BY THE CONTRACT HOLDER: If Your Vehicle has been repossessed or declared a total loss, this Service Contract will terminate. However, You may cancel this Service Contract at any time by notifying the 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. If the Administrator receives Your request 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 the Administrator receives Your request after the first thirty (30) days from 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 from the refund amount.

CANCELLATION PROVISIONS: 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 to the original number of covered days, or by (b) the miles of remaining coverage under the **Service Contract** compared to the original covered miles. A cancellation fee of \$50 or 10% of the **Contract** price, whichever is less, will apply to all pro rata cancellations. 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.

CONTRACT RENEWAL: This Contract is non-renewable.

J. 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 warranty (when available) to the new owner of Your Vehicle. The Administrator has the discretion to approve or reject Your request. Copies of all maintenance records and receipts must be given to the new owner. No hand written receipts will be accepted. The new owner must retain these records and is subject to the maintenance requirements specified in this Contract. 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.

NOTE: Wrap policies are non-transferable unless the factory powertrain coverage is transferred in conjunction with this Service Contract.

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