

## I. DEFINITIONS

Throughout this Vehicle Service **Agreement** certain words and phrases are used that have special meanings. These terms appear in **boldface type**. Their meanings are listed below:

**Actual Cash Value** means the N.A.D.A. published average wholesale value of **Your Vehicle** immediately prior to **Breakdown** taking age, condition, and mileage into consideration.

**Administrator** means the company that provides administrative services for this Vehicle Service **Agreement**.

**Application** means the information in the Declaration Section above. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

**Breakdown** means the complete and total failure of a covered mechanical part or component to perform the function for which it was designed due solely to defects in material or faulty workmanship and not because of any action or inaction of any non-**Covered Part(s)** or wear and tear.

**Agreement** means this vehicle service **Agreement** that **You** have purchased from **Us** to protect **Your Vehicle**.

**Agreement Purchase Date** means the sale date of this **Agreement** to **You**.

**Covered Part(s)** means the Mechanical components described under Section II. BREAKDOWN COVERAGES, as contained in this **Agreement** that are original parts on **Your Vehicle** at the time of its purchase by **You** or like replacement parts meeting the manufacturer's specification.

**Deductible** means the amount **You** are required to pay, as shown in the Declaration Section under Coverage Information, per repair for covered **Breakdowns**. Once a part is repaired or replaced under the terms of this **Agreement**, there will be no **Deductible** for future repairs to that part.

**Waiting Period** means thirty (30) days and one thousand (1000) miles or sixty (60) days and five hundred (500) miles, whichever occurs first, from the **Agreement** purchase date.

**Licensed Repair Facility** means a repair facility licensed and/or regulated by the state to perform repairs for profit. The **Licensed Repair Facility** must have a tax identification number.

**Odometer Reading At Purchase Date** means the original mileage on **Your Vehicle's** odometer on the **Agreement Purchase Date**.

**Reasonable Cost** means the repair costs that are recognized locally and/or nationally for a similar repair. **We** may use published parts and labor guides to establish **Our** costs. The **Administrator** reserves the right to determine recognized labor manuals. The maximum hourly labor rate that **We** will pay shall not exceed what is usual and customary where your **Vehicle's Breakdown** occurred.

**Seller** means the marketer of this **Agreement**.

**Breakdown Coverages** and **Additional Benefits** means the section of this **Agreement** that lists the coverages provided to **You** for **Your Vehicle** under this **Agreement**.

**We, Us, Ours** means the entity that is obligated to perform under this **Agreement**, as identified in Item 2. of the Declaration Section on the **Application** as "Obligor."

**You and Your** means the Purchaser shown on the **Application**.

**Your Vehicle** means the **Vehicle** that is described on the **Application**.

## II. BREAKDOWN COVERAGES

We will pay or reimburse **You** for **Reasonable Costs** to repair or replace any **Breakdown** of a mechanical part or component (**Covered Part(s)**) listed below, less any **Deductible(s)** **You** are required to pay. The amount authorized by the **Administrator** will be paid to the **Licensed Repair Facility** or directly to **You**, whichever the **Administrator** deems appropriate. Replacement parts may be new, remanufactured, non-OEM or like-kind-and quality (used). Reimbursement is based on the Manufacturer's Suggested Retail Price (MSRP) for parts and labor will be based on a nationally recognized labor manual.

**A. Engine and Water Pump** - The following parts only are covered: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. The Engine Block and Cylinder Heads are also covered if the above-listed parts caused a **Breakdown** of the Engine Block or Cylinder Heads; Turbocharger/Supercharger (factory installed only) housing and all internal parts. No other parts are included under this **Agreement**. Parts that require normal manufacturer's recommended replacement intervals are not covered under this service **Agreement**. Seals and gaskets are only covered when required in connection with the replacement of a **Covered Part**.

**B. Transmission/Transaxle** - All internally lubricated parts of Manual or Automatic Transmissions, including oil pump, drums, planetary, sun gear and shell, shafts, bearings, side gears, carrier, pinion gear, ring gear, shift rails, forks, synchronizers, and Torque Converter. Transmission/Transaxle case if caused by the **Breakdown** of an internally lubricated **Covered Part**. Damage resulting from **Breakdowns** by related parts or units such as, but not limited to: Friction parts, such as clutches, of any kind, levers, controls, linkage, cables, radiator, coolers, rubber mounts, external metal or rubber lines or hoses, viscous couplings, drive axles and electrical components, internal or external, to the engine and transmission are not covered. Seals and gaskets are only covered when required in connection with the replacement of a **Covered Part**.

**C. Transfer Case** - All internally lubricated parts of the 4 X 4 Transfer Case. **Breakdown** of the Transfer Case if caused by the failure of an internally lubricated **Covered Part**. Damage resulting from failures by related parts or units such as, but not limited to: Friction parts, such as clutches, of any kind, levers, controls, linkage, cables, radiator, coolers, rubber mounts, external metal or rubber lines or hoses, viscous couplings, drive axles and electrical components, internal or external, to the Transfer Case are not covered. Seals and gaskets are only covered when required in connection with the replacement of a **Covered Part**.

**D. Air Conditioning** - All internally lubricated parts contained within the compressor.

## III. ADDITIONAL BENEFITS

**Towing Benefit** - In the event of a **Breakdown** covered by this service **Agreement**, We will pay or reimburse **You** for receipted towing expenses up to seventy five dollars (\$75.00) per occurrence.

**Rental Benefit** - In the event of a **Breakdown** covered by this service **Agreement**, We will pay or reimburse **You** for receipted expenses to rent a replacement vehicle (from a licensed rental agency) while **Your Vehicle** is at a **Licensed Repair Facility**. Coverage will be provided to **You** up to a maximum of twenty five dollars (\$25.00) for every eight (8) labor hours, or portion thereof, of applicable labor time required to complete the repair, up to a maximum of one hundred dollars (\$100.00) for each repair visit. In addition, a maximum of one (1) additional day of rental applies for parts/inspection delays.

## IV. GENERAL PROVISIONS

This service **Agreement** is between **You** and **Us**, and is subject to all the terms and conditions contained herein:

### **A. Service Agreement Coverage Period**

Coverage begins at the later of thirty (30) days after the **Agreement** Purchase Date and one thousand (1000) miles or sixty (60) days and five hundred miles, whichever occurs first after the **Odometer Reading At Purchase Date**. The service **Agreement** coverage period expires at 12:01 Eastern Standard Time on the Expiration Date or upon **Your Vehicle's** odometer reaching the Expiration Mileage as indicated on the **Application** Page of this **Agreement**, whichever occurs first.

### **B. Limit of Liability**

**Per Repair Visit - Our** liability per **Breakdown** Coverage for any one (1) repair visit shall in no event exceed three thousand dollars (\$3000.00) for an engine/water pump claim, two thousand dollars (\$2000.00) for a transmission/transaxle claim, fifteen hundred dollars (\$1,500.00) for a transfer case, or eight hundred dollars (\$800.00) for an air conditioning compressor claim. In the event a claim exceeds the actual cash value (ACV) of the **Vehicle** and the **Administrator** elects to pay the ACV of the **Vehicle**, the **Vehicle** becomes the property of the **Administrator** for salvage. **You** must be able to provide free and clear title prior to **Administrator** paying the ACV.

**Aggregate** - The total aggregate of all claims paid or payable for all **Breakdown** coverages collectively shall be the lesser of sixty five hundred dollars (\$6500.00) or the Actual Cash Value (ACV) of **Your Vehicle** at the time of loss. Once the maximum limit of liability has been reached, this **Agreement**, its transfer and cancellation rights, terminate.

**We** will not be liable to **You** for consequential damages or injuries, nor for any costs or expenses that provide betterment, upgrade, or enhancement to **Your Vehicle**. This limit of liability applies regardless of the cause and regardless of the legal theory asserted. There are no warranties that extend beyond the description on the face hereof.

### **C. Deductible**

In the event of a **Breakdown** covered by this service **Agreement**, **You** may be required to pay a **Deductible** for each repair visit to repair or replace a **Covered Part**. To determine if a **Deductible** applies, and if so, the amount, please see the **Deductible** entry in the Coverage Information Section of the Declaration page. Once a **Covered Part** is repaired or replaced under the terms of this service **Agreement**, any **Deductible(s)** amount to repair or replace a **Breakdown** of that part will be waived during the service **Agreement** period.

## D. Transferability

1. **Your service Agreement** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** while this service **Agreement** is still in force. This service **Agreement** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling **Vehicles**. This service **Agreement** can only be transferred once and the transfer must be initiated by the original service **Agreement** holder.
2. In order to transfer the service **Agreement**, the following must be submitted to the **Administrator** within thirty (30) days of the change of ownership to the subsequent individual purchaser.
  - Original service **Agreement Application**;
  - Letter requesting transfer signed by **You** and the purchaser of **Your Vehicle** and listing the date of transfer and the current odometer mileage;
  - Seventy-Five Dollar (\$75.00) Transfer Fee made payable to the **Administrator**; and
  - Copies of all maintenance records.

Forward all required documentation to the **Administrator** at the address shown in the service **Agreement**.

Any manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer. Note: The term and/or coverages under some **Vehicle** manufacturer's warranties are reduced upon transfer to a subsequent **Vehicle** owner. **Breakdowns** to components covered by the manufacturer during the term of the original manufacturer's warranty are not covered under this service **Agreement** regardless of transfer. Copies of all maintenance records and original receipts showing actual oil changes and manufacturer's recommended maintenance must be given to the new owner and provided to the **Administrator** at the time of submission of the transfer request. These maintenance records must be retained along with similar documentation for future maintenance work that the new owner has performed in accordance with Section VI. YOUR RESPONSIBILITIES. If these requirements are not met, the **Administrator** has the right to deny transfer of this service **Agreement**.

## E. Cancellation of Your Agreement

1. **You** may cancel the **Agreement** at any time by:
  - a. Contacting the **Seller** to complete and sign a cancellation form.
  - b. Mailing written notice to the **Seller** of **Your** desire to cancel the **Agreement**.

In either instance above, the request must be accompanied by a notarized affidavit indicating the odometer reading at the date of the request.

The request for cancellation must be made no later than forty-five (45) days of the date that the cancellation is to become effective (except in the case of repossession, stolen or totaled **Vehicles**). The **Administrator** may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at time of incident.

2. **We** may cancel, at any time if:

- a. **Your Vehicle** is totaled or is repossessed.
- b. **Your Vehicle's** odometer is disconnected or altered or the true and actual miles cannot be determined.
- c. **Your Vehicle** is used in a manner not covered by the **Agreement**, including **Vehicle** modifications not recommended by the manufacturer.
- d. The charge for the **Agreement** is not paid.
- e. **You** employed intentional misrepresentation in obtaining the **Agreement**.
- f. **You** employed intentional misrepresentation in the submission of a claim.
- g. **Your Vehicle** does not have a valid manufacturer VIN.
- h. **Your Vehicle's** title is branded as salvage, junk, rebuilt, totaled, flood damaged or manufacturer buyback.
- i. **Your** claim total aggregate has reached the Limit of Liability as stated in Section IV.  
GENERAL PROVISIONS – B. Limit of Liability.

Notice of such cancellation will be delivered to **You** by first class mail. The notice of cancellation will state one of the above mentioned basis of cancellation. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

#### F. Refund Calculation

If no claim has been made under this **Agreement**, **You** may return this **Agreement** within thirty (30) days of the **Agreement** Purchase Date. Upon **Your** return of the **Agreement** within the applicable time period, this **Agreement** will be null and void and **We** will refund to **You**, or credit to **Your** account, the full amount paid for this **Agreement**. This right to void the **Agreement** is not transferable and applies only to **You**, the original **Agreement** Purchaser

If **You** cancel this **Agreement** after the thirty (30) day period has expired, or if a claim has been authorized or paid on your behalf pursuant to the **Agreement**, the cancellation refund will be calculated on a pro-rata method which reflects the greater of the days in force of the miles driven based on the term of the plan selected and the date coverage began, less any claims authorized or paid on the **Agreement** where applicable by law, and less a fifty-dollar (\$50.00) administrative fee.

In the case of repossession only, claims payment shall not be deducted from any cancellation refund due.

#### G. Right of Removal

In the event of any dispute between **Us** and the **Licensed Repair Facility**, **We** shall have the right, with **Your** permission, to remove the **Vehicle** to a **Licensed Repair Facility** of **Our** choice.

## V. WHAT IS NOT COVERED

This service **Agreement** does not provide **Coverage**:

- A. FOR ANY CLAIM NOT RECEIVING PRE-AUTHORIZATION FOR REPAIRS FROM THE ADMINISTRATOR.
- B. FOR REPAIRS TO ANY PART OR PARTS OF THE DESCRIBED VEHICLE NOT SPECIFICALLY LISTED IN SECTION II, BREAKDOWN COVERAGES, OF THIS SERVICE AGREEMENT.
- C. FOR MAINTENANCE SERVICES AND PARTS DESCRIBED AS SUCH BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS WHICH INCLUDE, BUT ARE NOT LIMITED TO: ALIGNMENTS, ADJUSTMENTS, CLEANING, WHEEL BALANCING, TUNE-UPS, SPARK PLUGS, SPARK PLUG WIRES, GLOW PLUGS, MANUAL TRANSMISSION CLUTCH ASSEMBLY (FRICTION CLUTCH DISC, PRESSURE PLATE, FLYWHEEL, THROW OUT AND PILOT BEARINGS), MANUAL AND HYDRAULIC LINKAGES, HOSES, DRIVE BELTS, SHOP SUPPLIES AND ENVIRONMENTAL WASTE CHARGES.
- D. FOR DAMAGE AND/OR BREAKDOWN RESULTING FROM COLLISION, ROAD HAZARD, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, VOLCANIC ERUPTION, FREEZING, RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, ACTS OF GOD, ACTS OF TERRORISM, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS, CONTAMINATION OF FLUIDS, FUELS, COOLANTS, LUBRICANTS OR FOREIGN MATERIAL. DAMAGE RESULTING FROM OAGULATED COOLANTS IS NOT COVERED.
- E. FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF SCHEDULED MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE (SEE "YOUR RESPONSIBILITES" A. 1), OR IMPROPER SERVICING OR REPAIRS PERFORMED BY YOU OR A REPAIR FACILITY. FAILURE TO PROVIDE VERIFIABLE PROOF OF MAINTENANCE WILL VOID COVERAGE. FOR ANY BREAKDOWN CAUSED BY PRE-IGNITION, DETONATION, CARBON, SLUDGE OR VARNISH BUILD-UP, LUBRICANT BLOCKAGE OR THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS, AND/OR COOLANTS, OR ANY BREAKDOWN RESULTING FROM FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN BREAKDOWN HAS OCCURRED, YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AS IS SAFE AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE.
- F. FOR ANY REPAIR OR REPLACEMENT OF ANY COVERED PART IF A BREAKDOWN HAS NOT OCCURRED.
- G. IF ANY ALTERATIONS NOT RECOMMENDED BY THE MANUFACTURER HAVE BEEN MADE TO YOUR VEHICLE INCLUDING, BUT NOT LIMITED TO: FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES, ENGINE MODIFICATIONS, TRANSMISSION MODIFICATIONS, AND/OR DRIVE AXLE MODIFICATIONS, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS. OVERSIZED TIRES CAUSE YOUR ODOMETER TO READ IMPROPERLY. YOU MUST RETAIN PROOF THAT YOUR VEHICLES ODOMETER HAS BEEN RECALIBRATED SO THAT THE TRUE AND ACTUAL MILEAGE CAN BE DETERMINED. IF PROOF CANNOT BE PROVIDED, THE ADMINISTRATOR HAS THE RIGHT TO RECALCULATE YOUR EXPIRATION MILEAGE IN ACCORDANCE WITH INDUSTRY STANDARDS. IF YOU ARE USING OR HAVE USED YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER.

- H. FOR VEHICLES THAT DO NOT HAVE VALID MANUFACTURER VIN'S OR ARE TITLE BRANDED AS SALVAGE, JUNK, REBUILT, TOTALED, FLOOD DAMAGED OR MANUFACTURER BUYBACK.
- I. FOR BREAKDOWNS, IF THE VEHICLE ODOMETER IS BROKEN, HAS BEEN ALTERED AND/OR CEASED TO OPERATE SO THE ACTUAL VEHICLE MILEAGE CANNOT BE DETERMINED. IF THE ODOMETER HAS CEASED TO OPERATE YOU MUST SEEK REPAIR IMMEDIATELY.
- J. FOR ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSON, ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, DESCRIBED IN THIS AGREEMENT, WHETHER OR NOT RELATED TO THE PARTS COVERED. FOR LOSS OF USE, TIME, SHOP DELAYS, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS OR INCIDENTAL CHARGES.
- K. WHEN THE RESPONSIBILITY FOR THE REPAIR IS COVERED BY AN INSURANCE POLICY, SUPPLIER OR REPAIRER GUARANTEE/WARRANTY, MANUFACTURER AND/OR DEALER CUSTOMER ASSISTANCE PROGRAM OR ANY WARRANTY FROM THE MANUFACTURER SUCH AS EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES (REGARDLESS OF THE REMAINING MANUFACTURER'S WARRANTY WHEN YOU PURCHASED THIS AGREEMENT). FURTHER, COVERAGE UNDER THIS AGREEMENT IS SIMILARLY LIMITED IN THE EVENT OF A BREAKDOWN IF THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING PUBLIC RECALLS AND FACTORY SERVICE BULLETINS.
- L. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR ANOTHER VEHICLE OR OBJECT UNLESS YOUR VEHICLE IS EQUIPPED WITH FACTORY INSTALLED OR FACTORY AUTHORIZED TOW PACKAGE. NO COVERAGE WILL BE PROVIDED IF YOUR VEHICLE IS USED FOR COMMERCIAL OR BUSINESS USE SUCH AS, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE OR SHUTTLE, TOWING OR ROAD REPAIR OPERATIONS, CONSTRUCTION, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, RACING OR COMPETITIVE DRIVING OR SNOW REMOVAL OR ANY USE INVOLVING REGULAR MULTIPLE DRIVERS.
- M. DAMAGE BY NON-COVERED PARTS TO COVERED PARTS IS NOT COVERED. DAMAGE BY COVERED PARTS TO NON COVERED PARTS IS NOT COVERED.
- N. A CLAIM CANNOT BE MADE IF THE AGREEMENT HOLDER NO LONGER OWNS THE VEHICLE REGARDLESS OF WHEN THE FAILURE HAS OCCURRED.
- O. FOR ANY BREAKDOWN OR CONDITION OCCURRING PRIOR TO THE AGREEMENT PURCHASE DATE OR DURING THE AGREEMENT WAITING PERIOD.
- P. FOR ANY BREAKDOWN, IF THE REPAIR INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY IS NOT TRUE.
- Q. FOR BREAKDOWNS THAT OCCUR TO YOUR VEHICLE OUTSIDE THE UNITED STATES OF AMERICA OR CANADA.
- R. NEW VEHICLES FOR WHICH THE FULL MANUFACTURER WARRANTY IS NOT IN PLACE OR ACKNOWLEDGED BY THE MANUFACTURER.
- S. FOR DAMAGE AND/OR BREAKDOWN CAUSED BY THE LEAKING OR FAILURE OF ANY SEAL OR GASKET.
- T. FOR ANY BREAKDOWN CAUSED BY THE GRADUAL REDUCTION IN OPERATING PERFORMANCE DUE TO NORMAL WEAR AND TEAR.

## VI. YOUR RESPONSIBILITIES

### A. Maintenance Requirements and Service History

1. **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual for **Your Vehicle**.

**NOTE:** **Your** Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the normal or severe maintenance schedule that applies to **Your** conditions. If **You** do not have an Owner's Manual, **You** must change the engine oil and engine oil filter at four (4) months/four thousand (4,000) mile intervals. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions will result in the denial of coverage.

2. If applicable, **You** must replace the engine timing belt at the intervals specified by the **Vehicle** manufacturer.
3. It is required that **You** retain "Proof" of maintenance for the service and/or repair work performed on **Your Vehicle**, regardless if work was performed by **You** or a **Licensed Repair Facility**. "Proof" means repair orders from a **Licensed Repair Facility** and/or a self-maintained maintenance log that has corresponding "purchase receipts" for oil and filter, coolant and brake system flush, etc. A self-maintained log without corresponding "purchase receipts" is not acceptable "Proof" of maintenance. Repair orders from a **Licensed Repair Facility** must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, **Your** name and signature, **Licensed Repair Facility** name, address and phone number, repair totals, **Deductible** (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or **Your** self-maintained log with corresponding original receipts, may be requested by the **Administrator** for related repairs.

### B. Filing a Claim

If **Your Vehicle** incurs a **Breakdown**, **You** must take the following steps to file a claim:

1. **Prevent Further Damage** - Take immediate action to prevent further damage. This **Agreement** will not cover the damage caused by continued operation of **Your Vehicle** after a **Breakdown** has occurred.
2. **Take Your Vehicle to a Licensed Repair Facility** - **You** may contact the **Administrator** to obtain a listing of "Fleet" repair facilities such as AAMCO, PEP BOYS, or FIRESTONE SERVICE CENTERS in **Your** area.
3. **Provide the Repair Facility with a Copy of Your Agreement and Your Agreement Number**. Note: All claims must be reported to the **Administrator** prior to expiration of **Your Agreement** and prior to any repairs being performed.
4. **Obtain Authorization from the Administrator** - Prior to any repair being made, instruct the Service Manager at the **Licensed Repair Facility** to contact the **Administrator** to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered. The Claims Department can be contacted

Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Standard Time at 1-877-356-1500. The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Agreement**.

5. **Authorize Tear-Down and/or Inspection** - In some cases, **You** may need to authorize the **Licensed Repair Facility** to inspect and/or tear-down **Your Vehicle** in order to determine the cause and cost of the repair. **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 **Your Vehicle** prior to any repair being made.
6. **Review Coverage** - After the **Administrator** has been contacted, review with the Service Manager what will be covered by this **Agreement**.
7. **Pay Any Applicable Deductible** - **We** will reimburse the **Licensed Repair Facility** or **You** for the cost of the work performed on **Your Vehicle** that is covered by this **Agreement** and previously authorized, less any **Deductible**. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the **Administrator** within ninety (90) days to be eligible for payment.
7. **Proof of Service and/or Repair** - To obtain payment for a covered repair **You**, or the **Licensed Repair Facility** must submit a legible copy or original repair order to the **Administrator**. Repair orders must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, **Vehicle** mileage, **Your** name and signature, **Licensed Repair Facility** name, address and phone number, repair totals, **Deductible** (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or **Your** self-maintained log with corresponding receipts, may be requested by the **Administrator** for related repairs. In addition (if applicable), all related invoices (i.e., towing, rental, sublets, etc.) must accompany the repair order for consideration of claim reimbursement.

## **VII. REPAIR FACILITY GUIDELINES FOR CLAIMS HANDLING**

Follow these steps when handling a claim:

1. Advise **Agreement** holder that evaluation of a **Breakdown** does not mean the repair is covered under this **Agreement**. All covered repairs must receive prior authorization by **Administrator**.
2. Have **Agreement** holder authorize inspection/tear down of the **Vehicle** to determine **Breakdown's** cause and cost to repair. Save all components, including fluids and filters, should **Administrator** require outside inspection. Notify **Agreement** Holder that cost of team down will not be paid if it is determined that **Breakdown** is not covered under this **Agreement**.
3. Determined the cause of **Breakdown**, correction required and cost of the repairs.
4. Contact **Administrator's** Claims Advisor at 877-356-1500 to get authorization to proceed with the claim. Be prepared with the following when placing the call:
  - a. Customer's Name and **Agreement** Number.
  - b. Cause of **Breakdown** and recommended correction.
  - c. Cost of repair.
5. The Claim Representative will verify coverage and do one of the following:

- a. **Approve Claim** – If approved, **You** will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid.
  - b. **Require Additional Evaluation, Inspections or Tear Down** – **Administrator** may require an inspection prior to repair being completed. If a tear down is required to determined cause of **Breakdown, Agreement** holder must authorize same. Notify **Agreement** holder that if the repair is not covered, then **Agreement** holder will be responsible for cost of the tear down. **Repair Facility** should save all components requiring inspection, including fluids and filters. The Claim Representative will arrange for the inspection. If inspection is not made within forty-eight (48) hours, contact the Claim Representative.
  - c. Deny the claims and provide the reason for the denial.
6. Review **Administrators** findings with **Agreement** holder as well as what will be covered by **Agreement** and what portion of the repairs, if any, will not be covered.
  7. Obtain **Agreement** holder's authorization to complete repairs. All repair orders must have customer's signature to qualify for payment.
  8. Submit repair order(s) which should contain **Agreement** number, authorization number and authorized amount to **Administrator** within thirty (30) days at the following address: Administrative Offices, 400 Metro Place North, Suite 360, Dublin, Ohio 43017. Repair orders received after 30-days from the date of authorization will be ineligible for payment.

### VIII. ARBITRATION

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS POLICY TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF RELATING IN ANY WAY TO THIS POLICY OR THE SALE OF THIS POLICY, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS POLICY INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS POLICY SHALL BE RESOLVED BY THE NEUTRAL BINDING ARBITRATION ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING BY THE AMERICAN ARBITRATION ASSOCIATION (AAA), UNDER THE COMMERCIAL ARBITRATION RULES IN EFFECT AT THE TIME THE CLAIM IS FILED. ALL PRELIMINARY ISSUES OF ARBITRATION WILL BE DECIDED BY THE ARBITRATOR.

1 THE ARBITRATION SHALL TAKE PLACE IN THE COUNTRY OF RESIDENCE OF THE INSURED UNLESS ANOTHER LOCATION IS MUTUALLY AGREED UPON BY THE PARTIES. THE ARBITRATION SHALL TAKE PLACE BEFORE A SINGLE ARBITRATOR SELECTED IN ACCORDANCE WITH THE AAA COMMERCIAL ARBITRATION RULES. AAA RULES AND FORMS MAY BE OBTAINED AND ALL CLAIMS SHALL BE FILED AT WWW.ADR.ORG OR AT ANY AAA OFFICE.

**2. THE COST OF THE ARBITRATION SHALL BE BORNE BY US EXCEPT THAT EACH PARTY MUST BEAR THE COST OF ITS OWN ATTORNEYS, EXPERTS AND WITNESS FEES AND EXPENSES. HOWEVER, IF THE ARBITRATOR HOLDS THAT A PARTY HAS RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY THE OTHER PARTY.**

**3. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL. YOU WILL NOT BE ABLE TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS. AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT. AN AWARD IN ARBITRATION WILL BE ENFORCEABLE UNDER THE FEDERAL ARBITRATION ACT BY ANY COURT HAVING JURISDICTION.**

**SPECIMEN**