

This is Your CUSTOMER CONTRACT NUMBER. Please use this number in any phone or written communication.

YOUR CONTRACT NUMBER	YOUR CONTRACT PLAN CODE	SELLING DEALER CODE	LOCAL AGENT CODE
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CONTRACT HOLDER (You, Your):

CONTRACT HOLDER ADDRESS: (Phone: _____)

DESCRIPTION OF YOUR VEHICLE:

YEAR	MAKE	MODEL	VEHICLE ID NUMBER	CONTRACT CHARGE	DEDUCTIBLE AMOUNT

DEDUCTIBLE PLAN
PER VISIT

FULL PAY
 INSTALLMENT

*TERM
MONTHS MILEAGE

SURCHARGES

CONTRACT PURCHASE DATE ODOMETER MILEAGE AT CONTRACT PURCHASE DATE

DEALER/LESSOR:

ADDRESS

LIENHOLDER: (Entity financing VSC)

DEALER PHONE NUMBER _____ CONTRACT HOLDER EMAIL ADDRESS _____

AUTHORIZED DEALER SIGNATURE _____ DATE _____



Vemeco, Inc.
P.O. Box 410
Alvarado, TX 76009
1-888-792-3495

***All vehicle plans require a mandatory "Waiting Period before Coverage takes effect. The "Waiting Period" = 30 days and 1,000 miles from the Contract Purchase Date and Odometer Mileage at Contract Purchase Date. 30 days and 1,000 miles will be added to the term of Your Contract.**

The definition of "We, Us and Our" used frequently throughout the Vehicle Service Contract is defined as Warrantech Automotive, Inc., P.O. Box 1179, Bedford, TX 76095, (800-577-6624). Please refer to the Vehicle Service Contract for additional Definitions.

Our obligations under this Vehicle Service Contract are insured by a policy issued by Capital Assurance Risk Retention Group, Inc., 1327 Ashley River Road, Bldg. C, Suit 200, Charleston, SC 29407, (570) 714-8441. If a covered claim is not paid within sixty (60) days, after proof of loss has been filed, You may file a claim directly with the Insurance Company.

If this Vehicle Service Contract has been financed, the Lienholder shall be entitled to any refunds resulting from the cancellation of this Vehicle Service Contract for whatever reason. This would include cancellation for non-payment, repossession of the vehicle, or total loss of the vehicle.

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IMPORTANT INFORMATION YOU NEED TO KNOW

CUSTOMER SUPPORT NUMBER – Please see the box labeled **Your Contract** Number on the **Registration Page**. This is **Your** CUSTOMER SUPPORT NUMBER. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR FINANCE A MOTOR VEHICLE.

THINGS TO DO NOW

Verify **Registration Page** – The **Registration Page** must be attached to the front of this **Contract** to complete and validate this **Contract**.

Check Plan Code – Not every part of **Your Vehicle** is covered by this **Contract**. **Coverage** is identified by the last three (3) letters of the Plan Code as shown on the **Registration Page** of this **Contract**. Please compare the last 3 letters of the Plan Code on the **Registration Page** with the Plan Code and Corresponding **Coverage** as listed under the Schedule of Coverages. If this box was left blank, or the Plan Code is inaccurate, contact **Your Administrator** immediately.

Check **Your Deductible** – Please check the box labeled **DEDUCTIBLE** on **Your Registration Page**. A dollar amount should be in the box which identifies the portion of the covered repair **You** will be required to pay if **You** have a claim. If no dollar amount is in the box, contact **Your Administrator** immediately.

NOTE: This **Contract** is not valid unless **You** have signed the **Registration Page** and it has been attached to the front of this **Contract**.

THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT

Properly Maintain **Your Vehicle** and KEEP THE RECEIPTS – This **Contract** is only valid if **Your Vehicle** has been maintained in accordance with the manufacturer's specifications. Keep copies of all receipts (oil changes, lubrication, etc.), as proof of maintenance will be required when **You** file a claim. SEE SECTION: "PROVISIONS OF THIS VEHICLE SERVICE CONTRACT" FOR SPECIFIC MAINTENANCE REQUIREMENTS.

OBTAIN APPROVAL PRIOR TO HAVING WORK PERFORMED THAT MAY BE COVERED BY THIS CONTRACT. If **You** believe the failure may be covered by this **Contract**, call the **Administrator** personally, or instruct the repair facility performing the work to call and **Register** the claim BEFORE THE WORK IS PERFORMED. SEE SECTION: "CONTRACT HOLDER'S GUIDE TO FILING A CLAIM".

DEFINITIONS

The following definitions apply to words frequently used in this **Contract** and appear in Bold Faced Type:

You, Your – Means the **Contract** Holder shown on the **Registration Page** or the person to whom this **Contract** was properly transferred.

We, Us, Our – Means the obligor of this **Contract** as stated on the **Registration Page** attached to this **Contract**.

Administrator – Means the **Administrator** as shown on the **Registration Page**.

Contract – Means this **Vehicle Service Contract** which **You** have purchased from **Us** to protect **Your Vehicle**.

Registration Page – Means the numbered document which must be attached to and forms part of this **Contract**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

Schedule of Coverages – Lists the **Coverages** provided to **You** for **Your Vehicle** under this **Contract**.

Coverage – Means the protection **You** have selected, as listed in the **Schedule of Coverages** Section.

Vehicle – Means the **Vehicle** which is described on the **Registration Page**.

Deductible – Means the amount **You** are required to pay, as shown on the **Registration Page**, for covered **Breakdowns**. Once a part is repaired or replaced under the terms of this **Contract**, there will be no **Deductible** for future repairs to that part.

Breakdown – Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. **Subsequent Damages** resulting from the **Breakdown** of a covered part are covered by this **Contract**, except when **You** have failed to perform the recommended maintenance services for **Your Vehicle**.

Subsequent Damage – Means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part.

Consequential Damage – Means an event or damage that occurs separately as a consequence or result of the failure of a covered or non-covered part, such as, loss of time or use, inconvenience, commercial loss, personal injury or property damage.

Registered – Means a claim has been **Registered** only when the **Administrator** has been contacted and has issued a claim reference number.

Pre-existing – Means a condition that within all reasonable mechanical probability relates to the mechanical fitness of **Your Vehicle** prior to **Contract** issuance.

Commercial Use – Means vehicles used for Farming or Ranching, Route Work, Job-Site Activities, Service or Repair Work, Delivery of Goods and Snow Removal (**Vehicle** must be equipped with factory installed or factory authorized snowplow package). Usage must not exceed manufacturer's ratings and/or limitations.

Preferred Repair Facility – A Repair Facility that has been selected and assigned by the **Administrator** to provide quality service to the customer (not available in all areas).

PROVISIONS OF THIS VEHICLE SERVICE CONTRACT

This **CONTRACT** is between **US** and **YOU**, and is subject to all the Terms and Conditions contained herein.

1. CONTRACT PERIOD

Vehicle Plan expiration is measured in time/mileage from the **Contract** Purchase Date and Odometer Mileage (at **Contract** Purchase Date)

All Plans require a mandatory "Waiting Period" before **Coverage** takes effect. The "Waiting Period" = 30 days and 1,000 miles from the **Contract** Purchase Date and Odometer Mileage at **Contract** Purchase. 30 days and 1,000 miles will be added to the term of **Your Contract**.

2. COVERAGE

The **Coverage** afforded **You** for **Your Vehicle** is fully described in this **Contract**. Please see section: "Schedule of Coverages" of this **Contract**.

3. BREAKDOWN OF COVERED PARTS

We will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of a part listed in the **Schedule of Coverages**. REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, INDEPENDENTLY MANUFACTURED/DISTRIBUTED OR OF LIKE KIND AND QUALITY.

4. DEDUCTIBLE

In the event of a **Breakdown** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to Rental **Coverage**, if provided by this **Contract**. **You** have a Per Visit **Deductible**, as shown on the **Registration Page** that will be applied on a Per Repair Visit basis. Should a covered **Breakdown** take more than one visit to repair, only one **Deductible** will apply for that **Breakdown**.

In addition, fifty dollars (\$50) of any **Deductible** will be waived for repairs made at a **Preferred Repair Facility**. **You** may contact the **Administrator** for help in locating a **Preferred Repair Facility** (not available in all areas).

5. TERRITORY

This **Contract** applies only to **Breakdowns** that occur and repairs made within the United States of America and Canada.

6. LIMITS OF LIABILITY

a. Per Repair Visit - **Our** liability for any one (1) Repair Visit shall in no event exceed the trade-in value of **Your Vehicle** at the time of said Repair Visit, as listed in the NADA Used Car Guide.

b. Aggregate – The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed the price **You** paid for **Your Vehicle** (excluding tax, title and license fees).

7. MAINTENANCE REQUIREMENTS

a. **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. NOTE: **Your** Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions may result in the denial of **Coverage**. If an Owner's Manual is not provided, **You** can contact the dealer or **Administrator** and the servicing recommendations will be provided to **You**.

b. It is required that verifiable receipts be retained for the service work. Or, if **You** perform **Your** own service, **You** must retain verifiable receipts showing purchases of all required parts and materials necessary to perform the required maintenance showing the date and mileage when the services were performed. Maintenance and/or service work receipts will be requested by the **Administrator**.

8. TRANSFER OF YOUR VEHICLE SERVICE CONTRACT

a. **Your Contract** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** while this **Contract** is still in force. This **Contract** 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,

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PROVISIONS OF THIS VEHICLE SERVICE CONTRACT CONT'D

leasing agency or entity/individual in the business of selling vehicles. This **Contract** can only be transferred once and the transfer must be initiated by the original **Contract** Holder.

b. To transfer, the following must be submitted to the **Administrator** within 30 days of the change of ownership to a subsequent individual purchaser:

- A completed transfer form; with
- Name and Address of new owner, date of sale to new owner, current mileage; and
- \$50.00 Transfer Fee made payable to the **Administrator**.

c. Any remaining manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work, which the new owner has performed in accordance with the Maintenance Requirements of this **Contract**. If necessary, these documents will be verified by the **Administrator**.

9. OUR RIGHT TO RECOVER PAYMENT

If **You** have a right to recover against another party for anything **We** have paid under this **Contract**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

10. FINANCIAL AGREEMENTS

If this **Contract** was financed (purchased on a payment plan) by a funding party, they shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Contract** and no refund will be due. Should a claim arise before this **Contract** is paid in full, the balance owed will be deducted from the claim payment.

11. RENEWABLE COVERAGE

All Vehicle Service **Contracts** may be replaced upon expiration in accordance with the guidelines outlined herein. The request for replacement must be made at least 30 days and/or 1,000 miles prior to the expiration of the Vehicle Service **Contract** in order to qualify for a replacement **Contract**. The **Vehicle** must meet the then current underwriting guidelines relative to the **Vehicle** eligibility and **Coverage** availability. A full mechanical inspection of the **Vehicle** may be required. If all the above criteria are met, the Seller may issue a replacement Vehicle Service **Contract**. A Vehicle Service **Contract** may be issued subject to the payment of the amount due on the type of **Vehicle** being covered, for the plan purchased, pursuant to the then current rates and guidelines.

CANCELLATION OF YOUR CONTRACT

a. **You** may cancel this **Contract** by contacting the **Administrator** or the Seller from whom **You** purchased this **Contract**. An odometer statement indicating the odometer reading on the date of the request will be required.

b. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or **Your Vehicle** is found to be used as a **Commercial Vehicle** and the applicable surcharge has not been marked on the **Registration Page** and payment has not been received for this surcharge.

c. If **Your Vehicle** and this **Contract** have been financed, the lienholder shown on the **Registration Page** may cancel this **Contract** for non-payment (except in the state of Utah), or if **Your Vehicle** is declared a total loss or is repossessed.

d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, less a twenty-five (\$25.00) dollar administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. Where permitted, the total amount of all authorized claims will be deducted from all refunds.

CONTRACT HOLDER'S GUIDE TO FILING A CLAIM

A. 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 **Contract** will not cover the damage caused by not securing a timely repair when a **Breakdown** has occurred. The operator is responsible for observing **Vehicle** warning lights and gauges, and taking appropriate action immediately. Failure to do so may result in the denial of **Coverage**.

2. Take Your Vehicle to a Licensed Repair Facility - If **Your Vehicle** breaks down, take **Your Vehicle** to any licensed repair facility (**You** may contact the **Administrator** for help in locating a repair facility).

3. Provide Repair Facility with a copy of Your Contract and/or Your Contract Number.

4. Register repairs with the Administrator - Prior to any repair being made, instruct the Service Manager at the repair facility to contact the **Administrator** to **Register** the claim. Any claim for repairs that have not been **Registered** will not be covered except as provided under Emergency Repairs. The amount **Registered** with the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of the **Contract**. Any additional amount must be **Registered** with the **Administrator**, prior to submitting the claim for payment.

5. Authorize Teardown and/or Inspection - In some cases, **You** may need to authorize the repair facility to inspect and/or teardown **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 **Contract**. **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 **Contract**.

7. Pay any applicable Deductible - **We** will reimburse the repair facility or **You** for the cost of the work performed on **Your Vehicle** that is covered by this **Contract** and previously authorized, less the **Deductible** (if any). Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the **Administrator** within sixty (60) days, (as soon as reasonably possible in Utah), to be eligible for payment.

8. Emergency Repairs - Should an emergency occur which requires a **Breakdown** repair be made at a time when the **Administrator's** office cannot be contacted, **You** must call the **Administrator's** office within five (5) business days from the date of repair, (as soon as reasonably possible in Utah), to determine if such repair will be covered by this **Contract**. If covered, **You** will be reimbursed for the repair.

B. IF **YOUR VEHICLE** BREAKS DOWN ON THE ROAD:

Follow the same steps as above. If necessary, the repair facility will be paid, less **Your Deductible** (if any), by the **Administrator's** national charge card system (MasterCard or VISA) on **Your** behalf. In some cases, **You** may need to pay the repair bill in full. If so, **You** will be reimbursed for the **Registered** amount of the repair, less **Your Deductible** (if any). If **You** have any questions regarding claim procedures or **Coverages**, please call the **Administrator** at the number below and ask for a Customer Support Representative:

SERVICE MANAGER'S GUIDE TO FILING A CLAIM

STEPS TO FOLLOW WHEN FILING A CLAIM:

1. Advise Contract Holder - That evaluating the cause of the failure does not mean that the failure is covered under this **Contract**. All covered repairs must be **Registered** with the **Administrator**.

2. Contract Holder's Approval for Evaluation - Obtain approval from the **Contract** Holder to inspect and/or teardown **Vehicle** to determine cause and cost of repair. Save all components including fluids and filters, in the event the **Administrator** requires an inspection. Inform the **Contract** Holder that the cost of the teardown will not be paid if the failure of the component disassembled is not covered under the **Contract**.

3. Cause, Cure and Cost - Assess the problem(s), cause, cure of the failure and cost of the repairs.

NOTE: Any major component failure that has a verifiable complaint, i.e., slipping transmission, knocking engine, etc., should be called in prior to any teardown.

4. Register the Repair with the Administrator - Call the **Administrator's** Service Manager's Support representative to **Register** the claim. Please have the following items ready when **You** place the call:

- a. Customer's **Contract** Number
- b. Cause of Failure and Cure
- c. Cost of the Repair
- d. Factory Part Number(s)

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SERVICE MANAGER'S GUIDE TO FILING A CLAIM CONT'D

5. The Support Representative will verify the **Coverage** and –

A. **Register Claim** – The **Administrator** will **Register** the claim by issuing a Reference Number. Record this Reference Number on the Repair Order. The **Registered** claim amount is the maximum that will be paid. Any additional amounts must be **Registered** with the **Administrator**, prior to submitting the claim for payment. When **You** call in to **Register** the claim, **We** will adjust the labor hours according to a nationally recognized labor time guide, e.g., Factory, Motors, Mitchell, or All-Data.

OR

B. **Request Additional Evaluation** – Request further evaluation, teardown or outside inspection.

I. **Inspection** – The **Administrator** reserves the right to require an inspection of the **Vehicle** prior to any repair being accomplished. Diagnostic procedures not associated with the teardown are not covered.

II. **Teardown** – If a teardown is necessary in order to determine the cause of failure, the **Contract** Holder must approve the teardown. Please advise the **Contract** Holder that, if the component disassembled is not covered, then the **Contract** Holder must pay for the teardown.

Listed below is the Inspection Teardown Policy:

a. Save all components, including fluids and filters that need to be inspected. **We** may require covered components to be retained for **Our** disposal.

b. The Support Representative will arrange for inspection.

c. If not visited within 48 hours, call the Support Representative.

OR

C. **Deny Claim** – Deny the request and issue a Reference Number.

6. **Review Repairs with Contract Holder** – After the **Administrator** has been contacted, review with the **Contract** Holder what will be covered by the **Contract** and what portions of the repairs, if any, will not be covered.

7. **Contract Holder's Approval for Repairs** – Obtain the **Contract** Holder's approval to complete the repairs. All repair orders must have customer's signature.

8. **Submit Repair Orders for Payment** – All repair orders and documentation must be submitted to the **Administrator**, at the address noted under "**Contract** Holder's Guide to Filing A Claim" within sixty (60) days.

SCHEDULE OF COVERAGES

DELUXE COVERAGE (VES)



ENGINE – engine block; cylinder head(s); cylinder barrels; timing cover; valve cover(s) and oil pan are covered only if damaged by the failure of an internal lubricated part listed below. The following internal lubricated parts are covered: pistons; wrist pins and rings; connecting rods and bearings; crankshaft and bearings; camshaft; lifters; followers and cam bearings; rocker arms; push rods; shafts and bushings; valves; springs; replaceable guides; seats; timing gear and chain; timing chain or belt and tensioner; eccentric shaft; oil pump; water pump; harmonic balancer; flywheel/flex plate and ring gear. Also covered are the internal lubricated parts of the vehicle manufacturer installed turbocharger or supercharger. The housing is only covered by the failure of an internal lubricated part. For vehicles with rotary engines the following is covered: rotary chamber; main bearing; rotor; and the parts listed above.



TRANSMISSION – transmission case; transfer case and torque converter case are covered only if damaged by the failure of an internal lubricated part. All parts contained within the case including the following internal lubricated parts are covered: oil pump; valve body; governor; vacuum modulator; internal linkage; bearings; gear sets; bands; main shaft; drum; sealing rings.



DRIVE AXLE – differential housing; transaxle housing and final drive housing only if damaged by the failure of an internal lubricated part. All parts contained within the housing including the following internal lubricated parts are covered: axle shafts; gear sets; bearings; constant velocity joints (excluding boots); universal joints; drive shaft; locking hubs and rings; supports and retainers.



ELECTRICAL – starter and solenoid; alternator; voltage regulator; distributor; engine compartment wiring harness; wiper motors; wiper switch; analog gauges; window motors; power window switches; defroster switch; mirror motors and controls; seat motors; power seat switches; convertible top motor and switch; power door lock actuators and switches; cruise control engagement switch; combination turn signal switch; wiper delay switch and controller; sun/moon roof motor and manual switch; front differential engagement switch and motor; power trunk release and switch.



STEERING – gear housing is covered only if damaged by the failure of an internal lubricated part. All parts contained within the steering rack/gear housing are covered including the following: rack and pinion; power steering pump; power cylinder; main and intermediate shafts; couplings; pitman arm; idler arm; tie rod ends.



AIR CONDITIONING – compressor; clutch; clutch coil; and clutch pulley; condenser; evaporator; expansion valve; idler pulley and bearing; high/low cut-off switch; pressure cycling switch. The following parts are also covered if they are required in connection with the repair of a covered part listed above: accumulator/drier; orifice tube.



SUSPENSION – upper and lower control arms; shafts and bushings; upper and lower ball joints; steering knuckles; wheel bearings; stabilizer shaft; linkage and bushings; king pins and bushings; spindle and support; torsion bars.



BRAKES – master cylinder; power assist-booster pump; vacuum assist booster; wheel cylinders; combination valve (proportioning valve); steel hydraulic lines and fittings; brake calipers.



COOLING SYSTEM – Water pump; engine cooling fan and motor; fan clutch.



FUEL – Fuel pump; fuel injection pump; fuel nozzles; metal lines and tank filler neck.



ELECTRONIC HIGH TECH – suspension level control compressor; height sensor and limiter valve; pneumatic suspension pump; sensors and valves; spark control detonation sensors, anti-detonation sensors; ignition module; knock sensor; vehicle manufacturer installed combination entry system. The following ABS parts are also covered: wheel speed sensors; hydraulic pump/motor and electronic control module.



AUDIO – Original factory installed radio; main speaker system; single compact disk/cassette player; graphic equalizer; and premium sound amplifier.



SEALS AND GASKETS – All seals and gaskets for the specific covered components listed under Engine; Transmission; Drive Axle; Steering; Brakes and Air Conditioning are covered unless the cause of failure is the result of overheating, lack of lubrication, or lack of necessary fluids.



TAXES AND FLUIDS – State and local taxes where applicable and fluids to complete a covered repair.

BENEFIT



RENTAL: In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement **Vehicle** (from a licensed rental agency) or for alternate public transportation while **Your Vehicle** is at a licensed repair facility. **Coverage** will be provided to **You** on the following basis, up to a maximum of thirty-five dollars (\$35) 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 seventy-five dollars (\$175) for each repair visit. This **Coverage** does not apply to the time waiting for parts, services, weekends or other delays beyond the control of the repair facility or the **Administrator**. No **Deductible** will apply to this benefit.

SURCHARGED OPTIONAL COVERAGE

COMMERCIAL USE: If the **Contract Registration Page** shows that **You** purchased the **Commercial Use** option, see **Commercial Use** Definition for specific usage.

WEAR AND TEAR: The exclusion for Wear and Tear as defined under **EXCLUSIONS**, letter "E", will not apply if appropriate surcharge is marked and remitted for.

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EXCLUSIONS

This Service Contract Provides No Coverage or Benefits:

- A. For any part not specifically listed in the **Schedule of Coverages**, or for any of the following parts: carburetor, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, fuses, circuit breakers, cellular phones, television/VCR/DVD players, game centers, AM/FM radio/cassette/CD players and speakers exceeding \$300 repair or replacement costs, audio/video equipment, all touch screen and/or voice activated accessories including related display screens and heads up displays on windshields, electronic transmitting/receiving devices, global positioning systems, voice recognition systems, remote control consoles, radar detection devices, brake rotors and drums, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, catalytic converter/filtering/sensors, emission vapor sensors, gas cap/filler neck, weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, hardware or linkages, tires, wheel/rims. External nuts, bolts and fasteners are not covered unless specifically listed in the **Schedule of Coverages** (except where required in conjunction with a covered repair).
- B. For maintenance services and parts described in **Your Vehicle's** owner's manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (unless listed as specific covered parts), drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a **Breakdown**.
- C. For any damage and/or **Breakdown** resulting from collision, road hazard, fire, theft, vandalism, riot, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water or flood, acts of God, salt, environmental damage, chemicals, contamination of fluids, fuels, coolants or lubricants.
- D. For any part that a repair facility or manufacturer recommends or requires that it be replaced or repaired, or is an update, and is not a **Breakdown**, is **Your** responsibility and expense. For any **Breakdown** caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for **Your Vehicle** or improper servicing or repairs subsequent to purchase. For any **Breakdown** caused by sludge build-up resulting from **Your** failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or failure to protect **Your Vehicle** from further damage when a **Breakdown** has occurred or failure to have **Your Vehicle** towed to the service facility when continued operation may result in further damage. Continued operation includes **Your** failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting **Your Vehicle** by continuing to drive creating damage beyond the initial failure.
- E. For any repair or replacement of any covered part if a **Breakdown** has not occurred even if wear and tear on that part has exceeded the field tolerances allowed by the manufacturer.
- F. If any alterations have been made to **Your Vehicle** or **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer, including but not limited to: the failure of any custom or add-on part, all frame or suspension modifications, lift kits, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.
- G. If **Your** odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way subsequent to purchase, or if **Your Vehicle** has ever been a total loss, salvaged, rebuilt or is a grey market vehicle.
- H. 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 **Contract**, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other consequential loss (except as may otherwise be provided under the **Schedule of Coverages**), including any **Consequential Damage** to a non-covered part that results from a **Breakdown**.
- I. When the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drivetrain, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when **You** purchased this **Contract**), or a repairer's guarantee/warranty. Further, **Coverage** under this **Contract** 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.
- J. If **Your Vehicle** is used for towing (unless **Your Vehicle** is equipped with factory installed or factory authorized tow package), or is used as a **Commercial** unit (unless appropriate surcharge is marked on the **Registration Page** and only as defined under "Definitions", "**Commercial Use**"), or is used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing or competitive driving.
- K. For any **Pre-existing** condition or for any **Breakdown** occurring before **Coverage** takes effect or prior to the **Contract** purchase date, or if the information provided by **You**, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- L. For **Breakdowns** that occur and/or repairs made outside of the United States of America and Canada.
- M. For diagnostic and/or teardown procedures that are not listed, or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.

ROAD CLUB MEMBERSHIP SERVICES

24-hour roadside assistance services are available 365 days a year throughout the United States and Canada.

Please note, this is not a reimbursement program. You must contact to provide these services.

Covered Services are available to **You** up to the programs \$100 benefit limit per occurrence without any additional payments required. Members are responsible for any non-covered expenses.

For 24-hour roadside assistance call and a service vehicle will be dispatched for **Your** assistance. Please be with **Your Vehicle** when the service provider arrives as they cannot service an unattended **Vehicle** by law.

Non-covered vehicles include: camping trailers, travel trailers, any vehicles in tow, dune buggies, boats, and non-personal vehicles (i.e. utility trailers) of any type, trucks over one and a half-ton capacity, taxi cabs, limousines or other commercial vehicles (except for specific **Commercial Use** as defined in the Service **Contract**). Any vehicles at Club's and its service providers' sole discretion that are not in a safe condition to be towed or where service is likely to result in damage to the **Vehicle**.

Non-covered items include:

- Non-emergency towing or other non-emergency service.
- Cost of parts, replacement keys, fluids, lubricants, fuel, cost of installation of products, or materials.
- Any service available through a valid manufacturer's warranty or service.
- Mounting or removing of snow tires or chains; winching; extrication; tire repair.
- Any and all taxes and/or fines.
- Towing from or repair work performed at a service station, garage or repair shop.
- Towing by other than a licensed service station or garage; **Vehicle** storage charges; a second tow.
- Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.
- Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
- Repeated service calls for a **Vehicle** in need of routine maintenance or repair.
- More than one disablement for the same cause during any seven day period.
- For service secured through any source other than Club. THIS IS NOT A REIMBURSEMENT SERVICE.

TOWING ASSISTANCE: When towing is necessary, the covered **Vehicle** will be towed to the nearest service facility or to any location required by the covered customer.

FLAT TIRE ASSISTANCE: Service consists of the replacement of a flat tire with the **Vehicle's** spare tire. Towing assistance will be provided if needed.

OIL, FLUID AND WATER DELIVERY SERVICE: An emergency supply of oil, fluid and water will be delivered to any covered customer in immediate need. The customer must pay for costs of the fluids if there is one.

FUEL DELIVERY SERVICE: An emergency supply of fuel will be delivered to any covered customer in immediate need. The customer must pay for the costs of the fluids if there is one.

LOCK-OUT ASSISTANCE: Assistance will be provided in gaining entry to a covered **Vehicle** if the keys are lost or locked inside.

BATTERY ASSISTANCE: Battery assistance (jump-start) will be provided to any covered customer in immediate need.

COLLISION ASSISTANCE: If a customer is involved in a collision in their covered **Vehicle**, towing assistance will be provided when needed to direct the **Vehicle** back

**"THIS USED SERVICE CONTRACT IS FOR INFORMATIONAL PURPOSES ONLY."
ROAD CLUB MEMBERSHIP SERVICES CONT'D**

to the issuing dealership if possible or to the nearest qualified repair facility.

DRIVERS VALET: In the event a customer's **Vehicle** is disabled and alternate transportation is needed, Club will assist the customer in obtaining a rental vehicle from a premier national rental car company. The customer will take advantage of Club's preferred partner customer service and rental rate schedule from the rental company.

\$225 EMERGENCY TRAVEL EXPENSE REIMBURSEMENT: Club provides up to \$225 in Emergency Travel Expenses if a **Breakdown** covered by the Service **Contract** occurs more than one hundred (100) miles from **Your** residence and results in the **Vehicle** being kept overnight in the repair facility.

You may be reimbursed for one or more of the expenses below if incurred within three (3) days, (72 hours), following the disablement. Club will reimburse **You** for the following expenses for up to \$75.00 per day for up to 3 days (with a total benefit per occurrence of \$225):

- (1.) Commercial transportation to **Your** residence or destination and return to pick up the **Vehicle** after repair.
- (2.) Local commercial lodging and meals (incurred in the vicinity where the **Breakdown** occurred).
- (3.) Rental of a replacement automobile obtained from any bonafide car rental agency or the repairing facility.

For reimbursement of expenses, **You** must forward **Your** claim request to Club within 60 days of the disablement and include **Your** name, Service **Contract** Number, complete mailing address, daytime phone number, paid receipts from companies providing the services and a copy of the **Vehicle** repair receipt including the dates and amount for repairs.

AMBULANCE ASSISTANCE: If the member is involved in a vehicle accident and needs an ambulance, will reimburse the member up to fifty dollars (\$50) to help defray the cost. The accident must be vehicle related, but is not restricted to the member's **Vehicle**.

\$500 LEGAL DEFENSE REIMBURSEMENT: Club provides up to \$500 in reimbursement of legal expenses if **You** elect to defend yourself in court against a conviction of a violation of a motor vehicle law. **You** may select **Your** own attorney. Legal defense reimbursement is not applicable for convictions involving intoxication or narcotics or for failure to appear on a prior traffic violation; while driving on a suspended, revoked or invalid permit; or for a felony. To qualify for reimbursement, **You** must be driving **Your Vehicle** and **You** must not be using that **Vehicle** in a commission of a crime, whether or not **You** are charged with the crime. This Legal Defense Benefit covers only violations occurring during the **Contract** term.

Only one reimbursement will be made for all charges arising out of the same occurrence based on the benefit schedule for the violation charged which allows for the largest maximum payment:

Reckless Driving	Manslaughter
Trial Defense: \$100	Trial Defense: \$300
Appeal: \$100	Appeal: \$200
Total: \$200	Total: \$500

For reimbursement of legal expenses, forward **Your** reimbursement claim to Club within 60 days of **Your** court appearance. The claim must include **Your** name, Service **Contract** Number, complete mailing address, daytime telephone number, a copy of the arrest citation and a paid receipt for the attorney's fees.

\$1000 CAR THEFT REWARD: A \$1,000 reward will be paid for information leading to the arrest and conviction of anyone who steals a covered **Vehicle** owned by the member. Neither **You**, **Your** family or law enforcement officers are eligible for the reward for **Your** own **Vehicle**. Reward does not cover any loss due to vandalism or stolen contents.

CAR RENTAL DISCOUNT PROGRAM: **You** can enjoy and save with special rates when renting a vehicle from participating car rental companies. Call the toll-free numbers listed below next to the rental company of **Your** choice to make **Your** reservations. Be sure to mention the appropriate Discount I.D. Number when making **Your** reservations and to receive discount information. Some discounts cannot be combined with other promotions.

Company	Toll-Free Number	Company	Toll-Free Number
Alamo Rent-A-Car	800-354-2322	Enterprise Rent-A-Car	800-736-8222
Avis	800-331-1212	Hertz Rent-A-Car	800-654-2200
Budget Rent-A-Car	800-527-0700	National Car Rental	800-CAR-RENT
Dollar Rent-A-Car	800-800-4000		

HOTEL DISCOUNT PROGRAM: **You** are eligible to receive 10% - 30% discounts at over 10,000 of the following participating properties throughout the United States and Canada. Advance reservations may be required. Blackout dates may apply. Some discounts cannot be combined with other promotions. Please contact the hotel of **Your** choice directly to make advance reservations.

Company	Toll-Free Number	Company	Toll-Free Number
AmeriHost	800-996-2087	Quality	800-4-CHOICE
Clarion	800-4-CHOICE	Ramada	800-462-8035
Comfort Inn	800-4-CHOICE	Rodeway Inn	800-4-CHOICE
Comfort Suites	800-4-CHOICE	Sheraton	800-334-8484
Days Inn	800-268-2195	Sleep Inn	800-4-CHOICE
Econo Lodge	800-4-CHOICE	Super 8 Motels	800-889-9706
Holiday Inn	800-465-4329	Travelodge	800-545-5545
Howard Johnson	800-769-0939	Villager	888-821-5779
Knights Inn	800-682-1071	Wingate Inns	877-202-8814
MainStay Suites	800-4-CHOICE		

ROAD HAZARD TIRE: Will reimburse **You** the cost to repair or, if non-repairable, the cost to replace a damaged tire on **Your Vehicle** if damage is caused by a road hazard on a public roadway. Road hazard is defined as objects and road conditions such as potholes, rocks, wood debris, metal parts, plastic or composite scraps or any item causing tire damage other than wear and tear and those conditions excluded below. Pre-authorization is required. **You** must call for authorization prior to obtaining any services and for a claim form.

For Tire Repair, You will be reimbursed up to \$20 per occurrence for the full charges incurred for the repair.

For Tire Replacement, You will be reimbursed for a replacement tire should the tire become non-repairable due to impact breaks, snags, punctures or other road hazards. **You** must have more than 3/32" tread depth remaining to be eligible for reimbursement. **You** will be reimbursed for up to \$100.00 for each tire replacement per occurrence, up to a maximum aggregate per **Contract** term of \$400.

Non-covered expenses include:

- Tires that have 3/32" or less tread depth remaining.
- Repair or replacement covered by the manufacturer or other warranty or customer's primary insurance coverage.
- Replacement exceeding the manufacturer's vehicle specification, or when the manufacturer, by public announcement or recall, established its responsibilities to replacement for any manufacturer's defect.
- Damage caused by negligence, abuse, misuse, collision, manufacturers' defects, curb impact, valve or rim leaks, improper installation, dry rot in either sidewall or tread, tire chains, racing or off-road use, vandalism, malicious mischief, chain damage, fire or theft.

