

TECH CHOICE

Used Deluxe Contract

CONTRACT NUMBER

CONTRACT PLAN CODE

SELLING DEALER CODE

CONTRACT HOLDER INFORMATION

NAME

ADDRESS

CITY, ST, ZIP

PHONE

EMAIL

COVERED VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER (VIN)

CURRENT ODOMETER

YEAR

MAKE

MODEL

VEHICLE PURCHASE DATE

VEHICLE PURCHASE PRICE

CONTRACT PURCHASE DATE

CONTRACT PURCHASE PRICE

TERM OF CONTRACT

MONTHS

MILEAGE

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.

ADDITIONAL COVERAGE OPTIONS

4x4 Vehicle Coverage

(This option **always** applies to 4X4 equipped vehicles)

Navigation System Coverage

(If box is not checked, no coverage applies)

Commercial Use Vehicles

(If box is not checked, no coverage applies)

DEDUCTIBLE

\$50

\$100

If **NO SELECTION** is made, a \$100 Deductible shall apply.

DEFINITIONS

- We, Us and Our (The Service Contract Provider/Administrator/Obligor) mean Enterprise Financial Group of Florida, Inc. (EFGF). Florida License #: 60102
- Consumer, Customer, You and Your (Contract Holder) mean the person identified under Contract Holder Information.
- Covered Part means an item listed as a Covered Part, as defined in the Covered Parts Section below.
- Breakdown or Mechanical Breakdown means the event caused by the total failure of any Covered Part to work as it was designed to work in normal service.
- Lubricated Part means a part that requires lubrication to perform its function.
- Your benefits and Our obligation to perform under this Contract are insured by an insurance policy with American Bankers Insurance Company, 11222 Quail Roost Dr., Miami, FL 33157-6596.

OUR OBLIGATIONS

If a Covered Mechanical Breakdown of Your Vehicle occurs during the term of this Contract, We will:

- **Pay You or the repairer, for repair or replacement of the Covered Part(s) and associated labor as required for the completion of the repair or replacement of those parts, which cause the Mechanical Breakdown. Labor will be verified by the standard versions of the following nationally recognized labor guides: Motors, Mitchell, & All Data. Replacement parts may be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by Us.**
- Reimburse You for a rental car at the rate of up to \$30.00 per day and a maximum of \$150.00 (5 days) per Mechanical Breakdown. To receive rental benefits You must supply Us with Your receipt from a licensed rental agency. No deductible will apply to this benefit.
- Reimburse You for lodging and meal expenses actually incurred by You if the covered repairs are completed more than 100 miles from Your primary residence and You are stranded overnight. The limit on this reimbursement is seventy-five dollars (\$75.00) per day for up to three (3) days and a maximum of two hundred twenty-five dollars (\$225.00) per Breakdown.

YOUR OBLIGATIONS

- In order for this Contract to remain in force, the minimum requirement on oil and filter changes is every six (6) months or five thousand (5,000) miles, whichever comes first. All other maintenance schedules must be done in accordance with Your Vehicle's manufacturer's recommendations. You must keep and make available verifiable service/purchase receipts which show that this maintenance has been performed within the time and mileage limits required.
- You or Your repair facility are required to obtain Our authorization prior to beginning any repair covered by this Contract.
- You are responsible for paying the deductible indicated in the application each time You have a covered Mechanical Breakdown. If no deductible option is marked, a one-hundred dollar (\$100.00) deductible shall apply.
- You are responsible for authorizing any teardown or diagnosis time needed to determine if Your Vehicle has a covered Mechanical Breakdown. If it is subsequently determined that the repair is needed due to a covered Mechanical Breakdown, We will pay for this part of the repair. If the failure is not a covered Mechanical Breakdown, then You are responsible for this charge.

OTHER IMPORTANT CONTRACT PROVISIONS

The aggregate total of Our liability for all benefits paid or payable during the term of this Contract shall not exceed the actual cash value of Your Vehicle at time of purchase. Our limit of liability for any Breakdown related in time or cause shall not exceed the actual cash value of Your Vehicle according to current National Dealers Association standards.

This Contract will terminate when You sell Your Vehicle unless transferred as provided in the Transfer Section or when this Contract is canceled as outlined in the Cancellation Section.

After you receive any benefits under this Contract, We are entitled to all Your rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the Costs covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights. You also agree to cooperate and help Us in any other matter concerning this Contract.

If the benefits as described are not provided within 60 days after You provide proof of loss covered by this Contract, then You may make a direct claim against American Bankers Insurance Company.

IF YOU HAVE A MECHANICAL BREAKDOWN YOU MUST CALL 1-800-527-1984

If You have a Mechanical Breakdown, You must follow this procedure:

- (1) **Use all reasonable means to protect Your Vehicle from further damage. This may require You to stop Your Vehicle and call Roadside Assistance to have the vehicle towed.**
- (2) **You must contact Us at 1-800-527-1984 for instructions before ANY repairs are started on Your Vehicle. All work must be performed by a licensed repair facility.**
- (3) **Furnish Us or the repair facility with such reasonable information that We may require. This includes receipts for car rental charges, lodging, meals, and signed service receipts (indicating dates and mileage) as required by this Contract.**
- (4) **For claim filing procedures on after-hours and emergency repairs:**

Claim Filing Procedure

Emergency Repairs - If a simple Mechanical Breakdown occurs which requires a repair to be made at a time when the Administrators office is closed and a prior authorization for the repair cannot be obtained, the repair facility/customer should follow the claim procedure below and contact the Administrator for claim instructions immediately upon the Administrators next normal business day. As per the terms of the Contract, determine whether or not the concern is listed for coverage. If it is determined that the component is covered, authorize the repair facility to perform the repair and call the Administrator for authorization during normal business hours. On major repairs, determine the failure and repair costs and then contact the Administrator on the next normal business day for an authorization before repairs are performed.

Business Hours (Business Hours are all Central Time Zone)

Monday through Friday 7AM until 7PM

Saturday 8 AM until 2 PM

COVERED PARTS

The following is a list of Covered Parts as determined by the coverage You selected, as indicated on Your Vehicle Service Contract. For convenience, Covered Parts are listed next to the vehicle systems to which they are related. The vehicle systems listed are **NOT** Covered Parts.

DELUXE COVERAGE

ENGINE: Cylinder block and cylinder heads and all internally Lubricated Parts ; turbocharger ; supercharger ; harmonic balancer ; timing gear, chain and belt ; timing cover ; intake and exhaust manifolds ; valve covers ; oil pan ; engine mounts; belt tensioners ; cam gear bolt ; harmonic balancer bolt ; and head bolts.

TRANSMISSION: Transmission case and all internally Lubricated Parts ; torque converter ; flywheel/flex plate ; vacuum modulator and transmission mounts ; transmission cooler ; and transmission oil pan.

TRANSFER CASE: Transfer case and all internally Lubricated Parts.

DRIVE AXLE(S): Drive axle housing and all internally Lubricated Parts ; 4X4 actuator ; drive shafts ; universal joints ; constant velocity joints and locking hubs ; center support/carrier bearings ; differential cover ; electronic shift control unit.

AC/HEATING: (Includes only factory or dealer installed equipment) Condenser ; compressor ; compressor clutch ; evaporator ; compressor pulley ; accumulator ; drier ; expansion valve ; idler pulley ; temperature control programmer ; heater core ; blower motor ; high/low cut off switch ; and pressure cycling switch.

SUSPENSION: Upper and lower control arm shafts, bearings and bushings ; wheel bearings ; spindles ; ball joints ; king pins and bushings ; radius arm and bushings ; stabilizer bar, arm and bushings ; wheel bearings ; torsion bars ; hub assembly; springs ; and suspension level control compressor.

STEERING: Steering gear box/rack and all internally Lubricated Parts ; power steering pump ; pitman arm ; idler arm ; tie rod ends ; drag link ; steering column shaft and column couplings.

COOLING: Water pump ; radiator ; cooling fan ; cooling fan motor ; fan clutch ; and coolant recovery tank.

FUEL SYSTEM: Fuel delivery pump ; fuel injection pump ; fuel injectors ; fuel tank ; metal fuel lines ; fuel pressure regulator ; fuel sending unit ; fuel gauge ; air control valve ; electronic fuel injection computer/module and sensors.

BRAKE: Master cylinder ; power brake cylinder ; vacuum assist booster ; calipers ; wheel cylinders ; compensating valve ; ABS accumulator, pump, motor, reservoir, and wheel speed sensors ; hydraulic lines and fittings ; and parking brake actuator.

ELECTRICAL: Alternator/generator ; ignition module ; ignition switch ; headlight switch ; turn signal switch ; horns ; distributor (does not include cap and rotor) ; starter motor ; starter solenoid ; starter drive ; windshield wiper motors ; windshield wiper delay switch ; windshield wiper linkage ; windshield washer pump ; power seat motor ; power antenna motor ; power window motors and regulators ; power door locks and actuators ; power trunk release ; wiring harness ; cruise control assembly ; ignition lock cylinder ; manually operated switches ; convertible top motor ; and driver information gauges/ indicators (excludes burned out light bulbs). (Original factory installed radio, main speaker system, and single compact disk/cassette player up to a maximum of \$300.00 of repair or replacement cost.)

SEALS and GASKETS: Leaking seals and gaskets on any covered part listed above. Minor loss of fluid or seepage is considered normal and is not considered a Mechanical Breakdown.

ADDITIONAL COVERAGE OPTION

NAVIGATION SYSTEM: FACTORY INSTALLED NAVIGATION SYSTEM - If the Contract Registration Page indicates that You purchased the Navigation System Coverage, we will cover all components of your Factory Installed Navigation system also.

EXCLUSIONS - WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER

All parts not specifically listed as Covered Parts in this Coverage Booklet, based on the coverage You selected, are not covered under this Contract. Normal maintenance items/repairs such as engine tune-ups and front end alignments are not covered. Adjustments/Alignments to Covered Parts are not covered. In addition, this Contract provides no benefits or coverage and We have no obligation under this Contract for:

- A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
- A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by failure to replace seals and gaskets in a timely manner.
- Repair or replacement of any parts during a Covered Repair which are not necessary to the completion of the Covered Repair or were not damaged by the failure of a Covered Part.
- A Breakdown caused by off-roading, misuse, abuse, racing or any form of competition, including using Your Vehicle in ANY manner not recommended by the manufacturer.
- A Breakdown caused by or involving modifications to Your Vehicle that are not performed or recommended by the manufacturer.
- Any Cost covered by a repairer's or supplier's guarantee, or any Cost covered by a manufacturer's warranty or guarantee.
- A Breakdown caused by rust or corrosion. (This does not apply for residents of Minnesota)
- A Breakdown caused by collision, fire, theft, freezing, vandalism, floods or any hazard insurable under standard physical damage insurance policies.
- A Breakdown not occurring in the United States or Canada.
- A Breakdown caused by or for damages resulting from overheating that could have been prevented if You would have used all reasonable means to protect Your Vehicle from this damage.
- Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental loss or consequential damages or loss that results from a Breakdown.
- Liability for damage to property, or for injury to or death of any person arising out of the operation or use of Your Vehicle.
- Any Cost or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
- Any part not covered by, or excluded by the original vehicle manufacturer's warranty.
- Cost or other damages caused by the failure of a part not listed under Covered Parts.
- Any pre-existing condition.

ROADSIDE COVERAGE - IF YOU REQUIRE ROADSIDE ASSISTANCE YOU MUST CALL 1-866-914-7697

You will be protected by ROADSIDE ASSISTANCE for the full term of this Contract. Roadside benefits include: Towing, Flat Tire Changes (Using Your inflated spare), Jump Starts, Vehicle Fluid Delivery, Lockout Service, and Concierge Service (courtesy phone assistance with up to 3 calls). You are responsible for the costs of Fluids and/or Key Cutting/Replacement only. All services are available 24 hours a day, 365 days a year and are provided on a "Sign and Drive" basis. The maximum benefit for any one occurrence is one hundred dollars (\$100). **For any Roadside Service You MUST call the below number.** ONLY ROAD SERVICES PROVIDED THROUGH OUR TOLL FREE NUMBER WILL BE HONORED AND ONLY NON-ACCIDENT RELATED INCIDENTS ARE COVERED.

For 24-hour Roadside Assistance call 1-866-914-7697 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.

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	Discount I.D. Number	Company	Toll-Free Number	Discount I.D. Number
Avis	1-800-331-1212	A330000	Alamo Rent-A-Car	1-800-354-2322	BY93459
Budget Rent-A-Car	1-800-527-0700	T719821	Dollar Rent-A-Car	1-800-331-3550	0010227199
Hertz Rent-A-Car	1-800-654-2200	170129	Thrifty Car Rental	1-800-331-3550	0010227199
Enterprise Rent-A-Car	1-800-736-8222	ERMX7			

TRAVEL DISCOUNT PROGRAM: To receive the Discount Program rate, reservations must be made in advance via the Internet or our toll-free phone number and using program ID# 26146 must be mentioned at time of reservation to ensure the proper rate is quoted. This Discount Program is available at Our Hotel Group brands listed below.

Hotel Brand	Toll-Free Number	Web Site
Amerihost	1-800-434-5800	www.amerihostinn.com
Days Inn	1-800-DAYS INN	www.daysinn.com
Howard Johnson	1-800-I-GO-HOJO	www.hojo.com
Knights Inn	1-800-843-5644	www.knightsinn.com
Ramada	1-800-2-RAMADA	www.ramada.com
Super 8 Motels	1-800-800-8000	www.super8.com
Travelodge	1-800-578-7878	www.travelodge.com
Wingate	1-800-228-1000	www.wingateinns.com

ROAD HAZARD COVERAGE (TIRE ONLY) - IF YOU HAVE A ROAD HAZARD YOU MUST CALL 1-866-914-7697

If you have a Road Hazard as defined below, You will be reimbursed the cost to repair or, if non-repairable, the cost to replace a damaged tire(s) 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. Prior-notification of repair is required; You must call 1-866-914-7697 for a tracking number prior to any tire(s) repair or replacement.

For Tire Repair, You will be reimbursed up to twenty dollars (\$20.00) per occurrence for the full charges incurred for the repair.

For Tire Replacement, You will be reimbursed for a replacement tire(s) should the tire(s) 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 one hundred dollars (\$100.00) for each tire replacement per occurrence, up to a maximum aggregate per Contract term of four hundred dollars (\$400.00).

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, manufacturer's 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.
- Vehicles other than on-road, passenger or re-capped tires.
- Vehicles with off-road, passenger or re-capped tire(s).
- Failure occurring from operating on any surface other than federal, state, county, city or municipality paved roads or highways.
- Vehicles used for shuttle, towing/wrecker service, dumping, lifting or hoisting, or off-road activity.
- Vehicles used for racing, rentals, dealer loaners, limousine, taxi, police car or other emergency vehicle.
- Vehicles registered and/or otherwise normally operated outside the continental United States of America, Alaska, Hawaii and Canada.
- Tire(s) and/or wheels that do not meet the manufacturers recommendations specific to Your Vehicle.
- Misuse occasioned from driving on tire(s) that are over inflated, under inflated or flat.
- Replacement of tire(s) without prior notification.

Prior notification is required before any tire repair or tire replacement can be made. For Tire coverage, YOU must call 1-866-914-7697 for a Tracking number. Within thirty (30) days of the covered incident, the following documentation must be mailed to the address listed below:

- A) Copy of this Service Contract
- B) Copy of tire repair invoice - (if applicable)
- C) Copy of the tire replacement invoice including:
 - 1) tread depth of the damaged tire
 - 2) detailed description and cause of tire damage
 - 3) any other information reasonably requested

Required documents must be mailed to: 4287 Beltline Rd. #238, Addison, TX, 75001. The Administrator reserves the right to inspect all damaged tires.

HOW THIS CONTRACT MAY BE TRANSFERRED

This Contract is subject to transfer, reassignment or sale. Upon such transfer, reassignment or sale, the seller of the Service Contract shall provide notice to the Contract holder that the Contract has been transferred, reassigned or sold, and the name, address, and telephone number of the purchaser.

This provision is only available if You are the Original Contract Purchaser. Your rights and duties under this Contract may only be assigned if You sell Your Vehicle directly to another individual (excluding dealer trade-in) and We receive written notification within thirty (30) days from the date of sale to the subsequent owner and upon payment to Us of a \$40.00 transfer fee. Unless contrary to state law, insurance subrogation is waived by all parties. The coverage provided by this Contract cannot be renewed. This Contract is only available at the point of sale if You are the first retail purchaser on this Contract, or if verification of the transfer of the vehicle's manufacturer's powertrain warranty is attached. Otherwise this Contract IS NOT transferable to any subsequent purchaser.

HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES

We reserve the right to cancel this Contract and will not pay for a Mechanical Breakdown if:

- There is a material misrepresentation or fraud at the time of sale of this Contract.
- Your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date and You do not have it fixed and the mileage certified within thirty (30) days of the failure date
- Your Vehicle is used for business, deliveries, construction, or commercial hauling (unless Your Vehicle was purchased for commercial purposes and verified by the Seller) or if You are using or have used or modified Your Vehicle in a manner which is not recommended by the vehicle manufacturer.
- If the Contract Holder has failed to maintain the Vehicle as prescribed by the manufacturer.
- For non-payment of premium by the Contract Holder, in which case We shall provide Contract Holder notice of cancellation by certified mail.

If the Contract is canceled by US, the return of premium must not be less than 100% of the paid unearned pro rata premium. The lienholder will be named on the refund check when financing has been provided for the Service Contract premium. In the event of repossession or total loss, lienholder may request cancellation of this Service Contract and shall be sole named payee.

You may cancel this Contract by surrendering Your copy of this Contract with written notice to Us. In the event this Contract is canceled by You during the first 60 days from the Effective Date, the entire premium will be refunded less any claims paid on the Contract and less an acquisition charge up to 5% of the gross premium paid. If cancellation is requested after the first 60 days, refund will be based upon the lesser of months or mileage remaining, relative to the original agreement, and calculated on a pro rata basis. Return of premium will not be less than 90% of the paid unearned pro rata premium. Refunds will be payable to you or the Lienholder where applicable. 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.

CANCELLATION FEE: The cancellation fee is \$40.00.

CANCELLATION may be requested by a lienholder in the event of a repossession. The refund amount will be calculated in accordance with the provisions stated in this Contract.

TRANSFER / CANCELLATION APPLICATION

To transfer / cancel this Contract, complete the following and mail a photocopy of the front of this Contract to:
VSC TRANSFER DEPARTMENT • P.O. BOX 167667 • IRVING, TEXAS 75016

Please transfer/cancel the remainder of the Vehicle Service Contract. I am transferring/canceling this Contract in accordance with the provisions stated in the Contract. In order to transfer, I am enclosing with this application a \$40.00 check or money order made payable to EFGF. Application must be received within 30 days of the transfer/cancellation date.

Name of New Owner _____ Date of Transfer/Cancellation _____

Address _____

City,State,Zip _____ Odometer Mileage at Date of Transfer/Cancellation _____

Verification that the vehicle has been maintained as required by this Contract must be supplied by Vehicle Seller to Vehicle Purchaser. Transfer will be considered to be valid when Vehicle Purchaser receives confirmation letter from Administrator.

Signature of Vehicle Purchaser (if transferring) _____ Date _____ Signature of Vehicle Seller (if transferring) _____ Date _____

Signature of contract holder or representative of lienholder (if cancelling) _____ Date _____ Phone _____

Signature of authorized representative of Dealer (if cancelling) _____ Date _____ Title _____

EFG Companies PRIVACY POLICY

The trust of our customers is EFG Companies ("EFG") most valuable asset. EFG safeguards that trust by keeping nonpublic personal information about customers in a secure environment and using that information in accordance with this Privacy Policy.

This Privacy Policy includes examples of the types of nonpublic personal information we collect and the kinds of companies with whom we share such information. These examples are illustrative and should not be considered a complete inventory of our information collection, use and sharing practices. In addition, you may have other privacy protections under some state laws. We will comply with applicable state laws regarding information about you. For example, certain state laws may restrict the types of information we may disclose about you or require us to provide you with additional notices.

Please note that this Privacy Policy will not apply to your relationships with other financial service providers, such as banks, credit card issuers, finance companies and independent insurance agents that are not a part of the EFG companies listed at the end of the Privacy Policy. Their privacy policies will govern how they collect, use and disclose personal information that you allow them to access.

Below is EFG's privacy pledge to our customers:

Information We May Collect

EFG may collect nonpublic personal information about you from the following sources:

- Information we receive from you (or is provided to us on your behalf) on applications and other forms, such as your name, address, telephone number, employer, and income;
- Information about your transactions with the companies of EFG or other nonaffiliated parties, such as your name, address, telephone number, age, insurance coverage, transaction history, claims history and premiums;
- Information you provide to us on applications or from health care providers, such as doctors and hospitals, to determine your past or present health condition. Health information will be collected as we deem appropriate to determine eligibility for coverage, to process claims, to prevent fraud, and as authorized by you, or as otherwise permitted or required by law.

Information We May Disclose and To Whom We May Disclose Information

The nonpublic personal information EFG may collect as described above may be disclosed in order to deliver products and services to you, provide customer service or administer your account.

Disclosures Permitted by Law

EFG may disclose all of the nonpublic personal information described above, as permitted by law. For example, we may use affiliated and nonaffiliated parties to perform services for us, such as providing customer assistance, handling claims, protection against fraud and maintaining software for us. We also may disclose information in response to requests from law enforcement agencies or State insurance authorities.

Information Regarding Former Customers

EFG does not disclose nonpublic personal information about former customers or customers with inactive accounts, except in accordance with this Privacy Policy.

Our Security Procedures

EFG restricts access to nonpublic personal information about you to those employees whom we determine have a legitimate business purpose to access such information in connection with the provision of products or services to you. We employ security techniques designed to protect our customer data. We provide training and communications programs designed to educate employees about the meaning and requirements of our strict standards for data security and confidentiality.

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