

VEHICLE SERVICE CONTRACT

CUSTOMER INFORMATION

SELLING DEALER INFORMATION

Customer Name			Name		
Address			Address		
City	State	Zip	City	State	Zip
Telephone	Email		Telephone		

VEHICLE INFORMATION

Vehicle Identification Number (VIN)				Current Odometer Reading Miles	New ☐ Used ☒
Year	Make	Model	Class	Contract Price \$	Vehicle / Contract Sale Date
Lien Holder Name and Address				Term of Installment Contract	Vehicle Purchase Price \$

CONTRACT TERMS

24 MONTHS

24,000 MILES

\$ 150 DEDUCTIBLE PER VISIT

VEHICLE COVERAGE EXPIRES BY THE TIME MEASURED FROM THE DATE OF SALE OR THE MILEAGE MEASURED FROM THE ODOMETER READING AT THE TIME OF SALE, WHICH EVER OCCURS FIRST.

I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS OF THIS SERVICE CONTRACT. THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND I AGREE TO THE COVERAGE SELECTED BELOW.

PURCHASER'S SIGNATURE X **DATE** _____
THIS SERVICE CONTRACT IS NOT AS INSURANCE POLICY. IT IS A SERVICE CONTRACT BETWEEN YOU AND THE ADMINISTRATOR. ANY CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS CONTRACT IS INVALID AND OF NO FORCE OR EFFECT. IF ANY INFORMATION ON THIS CONTRACT IS IN ERROR, CONTACT THE SELLING DEALER OR ADMINISTRATOR IMMEDIATELY. PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR OBTAIN VEHICLE FINANCING.

MAINTENANCE AND RECORDS: To obtain the benefits provided by this **Service Contract**, You are required to provide maintenance to **Covered Components** at a **Licensed Repair** Facility and in accordance with what is recommended by the manufacturer of **Your Vehicle**. Proper documentation and verifiable receipts for all maintenance and repairs will be required in the event of a claim. Receipts must contain **Your** name, proper **Vehicle** documentation (i.e. year, make, and model), complete Vehicle identification number, and current mileage of the Vehicle. Handwritten receipts will not be accepted. Failure to provide proof of required maintenance may result in denial of coverage. Your failure to properly maintain **Your Vehicle** as recommended by the manufacturer may result in denial of coverage.

WHAT IS COVERED

For convenience, **Covered Parts** are listed below the vehicle systems to which the relate. The vehicle systems themselves are not covered. Only those listed below these systems are covered, subject to the terms and conditions of this **Service Contract** and in accordance with the coverage selected.

COVERED COMPONENTS (INCLUDES THE FOLLOWING ITEMS ONLY)

ENGINE:

All internally lubricated parts, camshaft and bearings, connecting rods and bearings, crankshafts and bearings, cylinder block, main bearings, distributor shaft, exhaust manifold, intake manifold, oil pump and gears pick-up screen, pistons, piston rings, wrist pins, timing chain and gears, timing belt, cylinder heads, exhaust valves, valve springs and retainers, push rods, rocker arms and shafts, hydraulic and soft lifters, factory installed superchargers or turbocharger units.

TRANSMISSION:

All internally lubricated parts, case torque converter, lock-up converter, gears and shafts, bearings, bushings, bands, clutch plates, friction and steel drums, pump, servo unit, valve body and plate, governor.

ELECTRICAL:

Alternator, voltage regulator, starter, starter drive, starter solenoid, front wiper motor, fuel pump, main battery, ignition coil, distributor and manually operated switches.

BRAKES:

Master cylinder, vacuum booster, wheel cylinders, calipers, and combination valve.

SEALS & GASKETS

Seals & Gaskets are covered for the components listed in this COVERED COMPONENTS section only.

DRIVE AXLE:

All internally lubricated parts, drive axle housing, ring and pinion gears, spider gears, Side gears, Bearings, Bushings, Spacers, Yokes, Axle shafts, drive shafts, carrier bearing, universal joints, CV joints (provided the boots are not torn or damaged), (exclusions are CV joint boots, locking hubs, and wheel hubs).

ENGINE COOLING SYSTEM:

Engine radiator, heater core, water pump, and cooling fan motor.

AIR CONDITIONING:

Accumulator, compressor, compressor clutch, clutch bearing, condenser, dryer/receiver, evaporator.

STEERING/SUSPENSION:

Manual and power steering gear assembly, control valve and rack assembly, power steering pump, steering column, main and intermediate shafts, cooler, pitman arm, idler arm, tie rod ends, couplings, drag link, wheel bearings and ball joints.

**PRIOR AUTHORIZATION MUST BE OBTAINED BEFORE THE COMMENCEMENT OF ANY TEAR DOWN OR REPAIRS
FOR AUTHORIZATIONS AND INSTRUCTIONS, PLEASE CALL XXX-XXX-XXXX**

WHAT IS NOT COVERED

Not covered: incidental and consequential damages or loss caused by a breakdown (or otherwise) including property damage, personal injury, and loss of Vehicle use. Any part not specifically listed under the "COVERED COMPONENTS" section is not covered.

This Service Contract does not apply to:

1. Any repair that has not received prior authorization from the Selling Dealer.
2. The repair or replacement of any motor vehicle component which was not operating properly in accordance with manufacturer's specification at the time this Service Contract was sold (i.e. pre-existing conditions).
3. Any vehicle that has been repurchased by or had its price renegotiated with the manufacturer, or that has had the manufacturer's warranty revoked or voided.
4. Covered Parts which a Licensed Repair Facility may recommend replacing, but which have not experienced a Mechanical Breakdown as defined in the "DEFINITIONS" section of this Service Contract.
5. The repair, retrofit, or replacement of any component required for compliance by any local, state, or federal law or legislation.
6. The gradual reduction in operating performance unless it exceeds the published tolerances allowed by the manufacturer. Valves, valve guides, valve seals, and/or piston rings are not covered if the purpose of such is simply to raise the engine's compression, performance, or to reach acceptable oil consumption.
7. Damage to Covered Components due to the alteration, modification, or use of Your Vehicle not recommended by the Manufacturer, including the use of "non-stock" or modified parts. Failures from modifications are not excluded if a surcharge for the respective modification was available and paid at the time this Contract was sold.
8. Any Mechanical Breakdown that is covered by an insurance entity, the manufacturer's warranty or recall, or that has a warranty or "repairer's guarantee" through a repair facility. Additionally, if an insurance entity, the manufacturer, or repair facility notifies You that they will monetarily participate in a repair that has been authorized and paid by Us, then We will exercise Our right to recover the respective amount.
9. Any Vehicle with which the odometer has been tampered, altered, disconnected, or not maintained. You may be required to provide an odometer statement at the time of sale of this Service Contract. Misrepresentation of the odometer reading either before or during the term of the Service Contract may void component coverage.
10. Any Mechanical Breakdown or Failure caused by PI normal or abnormal wear and tear (unless the applicable surcharge is offered and paid at the time this Service Contract was sold; (ii) Your failure to provide the proper maintenance to the failed part or parts; (iii) overheating, regardless of the cause of overheating; (iv) contamination or inadequate amounts of coolant, lubricants, or fluids; (v) competitive driving or racing; (vi) pulling a trailer with a gross weight that exceeds what is allowed by the manufacturer of this Vehicle; (vii) accidental loss or damage, collision or upset, falling missiles or objects, rust, corrosion, fire, theft, larceny, explosion, lightning, earthquake, wind storm, hail, water, freezing, malicious mischief, vandalism, riot, or civil commotion; or (viii) DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED VEHICLE.
11. Cosmetic damage or cosmetic-related repairs including but not limited to scratches, nicks, dents, paint, or tears.
12. Body components or repairs related to the body of the Vehicle (e.g. trim, mats, upholstery, bumpers, lenses, glass, convertible vinyl tops, sheet metal, outside ornamentation, frame or structural body parts, air or water leaks, wind noise, weather strips, squeaks or rattles, interior upholstery, or carpet).
13. Electronic components that were not originally installed by the manufacturer (i.e. non-OEM components) including the following: audio/video equipment and accessories, navigational systems, security systems, and electronic transmitting/receiving devices.
14. The following, unless required in conjunction with a Covered Repair: upgrades, adjustments, alignments, oil, fluids, greases, lubricants or refrigerant.
15. Maintenance services and parts described in the manufacturer's maintenance schedule for Your Vehicle. NOTE: During the term of this Service Contract, it may become necessary to (a) replace spark/glow plugs and wires, wiper blades, emission control valves, brake and clutch linings, pressure plate, throw-out and pilot bearings, brake drums or rotors, hoses, molded rubber or rubber-like items, timing belts, and filters; (b) adjust ignition, transmission bands, belts or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; and (d) maintain or replace items not specifically covered under this Service Contract. These aforementioned services and replacements are required because of normal wear and usage - they are Your responsibility. Costs for these services and parts are not covered by this Service Contract.
16. Shop supplies, material charges, hazardous waste charges, diagnosis time (where a Covered Repair has not occurred), freight charges, or storage charges.
17. Any Vehicle fitted with a snow plow or used for commercial purposes. Some examples of commercial use are plowing snow, taxi, delivery, shuttle, emergency response, towing, or rental. In general, if a vehicle will be used to make a profit, it is considered commercial usage.
18. The repair or replacement of any one of the following: batteries (Excluded on Powertrain Coverage Only), battery cables, exhaust system components, catalytic converters, tires, wheels/rims, shock absorbers, fasteners (nut, bolts, clips, screws, etc.), fuses, light bulbs, safety restraint system (including air bags), sealed beams, HID headlamp.
19. Any trucks and vans with a gross vehicle weight (GVR) in excess of one ton. One ton (GVR) trucks and vans are eligible for Powertrain or Standard Coverage only. However, the appropriate surcharge must be submitted for coverage to apply.
20. Any losses resulting from delays, labor strikes, loss of time, inconvenience, or other causes beyond the control of the Administrator.
21. The repair or replacement of any Covered Component that has been damaged by a non-Covered Component or from an improper repair.
22. The repair or replacement of any non-Covered Component damaged as a result of the Failure of a Covered Component.
23. Repairs or replacements made outside the United States or Canada or if the Vehicle is registered outside the United States or Canada.

WHAT TO DO IF MECHANICAL (NON-EMERGENCY) REPAIRS ARE NEEDED

If your vehicle is within fifty (50) miles of the Selling Dealer, you **must** deliver your vehicle to the Selling Dealer at the address shown on the cover of this agreement for repairs. If your vehicle is more than fifty (50) miles from the Selling Dealer, call XXX-XXX-XXXX for instructions before you deliver your vehicle to a repairing facility. **Authorization must be obtained from Selling Dealer prior to teardown or repair.**

EMERGENCY REPAIRS

If emergency repairs covered by this **Service Contract** are required outside of the **Selling Dealer's** business hours, You should deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. On the next business day, **You** should report the repairs to the selling dealer. To report an emergency repair and obtain reimbursement, please call the **Selling Dealer**. Emergency repairs are only those repairs, which, if not performed, would impair the future operation of **Your Vehicle**, or render it inoperable or unsafe to drive. Reimbursement for such repairs will not be considered outside of the aforementioned parameter or timeframe.

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LIMITS OF LIABILITY

The total of all benefits paid or payable shall not exceed the NADA Clean Trade-In Value of the Vehicle at time of sale.

STATE TAXES

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

- **Administrator:** Selling Dealer
- **Cost:** The customary and reasonable charges for parts and labor necessary to repair or replace **Covered Components**. These charges are subject to the **Administrator's** approval and shall not exceed either the manufacturer's suggested retail (list) price for parts or the labor allowances derived from universally recognized flat-rate manuals. The maximum dollar amount per labor hour shall not exceed \$50.00, unless approved in advance by the Administrator.
- **Covered Mechanical Breakdown:** a **Failure** that is covered by this **Contract**.
- **Covered Part(s)** and **Covered Components(s):** any part of the **Vehicle** listed herein as a **Covered Part/Component** and not excluded from coverage by this **Service Contract**.
- **Covered Repair:** a repair to a **Covered Part/Component** approved by the **Administrator**.
- **Lien Holder:** any financial institution providing financing for the purchase of the **Vehicle** or this **Service Contract**.
- **Lubricated Part:** a part that requires lubrication to perform its function.
- **Mechanical Breakdown or Failure:** The inability of any **Covered Component(s)** that has received proper maintenance as prescribed by this **Service Contract**, to perform the function or functions for which it was designed. In addition, a **Covered Part** must be outside the allowable tolerance prescribed by its manufacturer in order to be deemed as a **Failure**.
- **Licensed Repair Facility:** any automotive repair facility that has been licensed by the state in which it resides to perform automotive repairs.
- **Selling Dealer:** the entity identified on the first page of the **Contract** from which **You** purchased **Your Vehicle** and this **Service Contract**.
- **Service Contract or Contract:** this document in its entirety, which explains the coverage and limitations afforded to **You**.
- **You, Your, Contract Holder, My** and **I:** the person(s) whose name is listed as the purchaser of this **Service Contract**.
- **Vehicle:** the **Vehicle** identified on the first page of this **Contract**.
- **We, Us, Our:** the **Administrator Obligor** listed on the front page of this **Contract**.

CANCELLATION/RENEWAL

You hereby authorize the **Lien Holder** to (1) be listed as joint payee and receive any refund in the event this **Contract** is canceled, or (2) to cancel this **Contract** in the event that **You** default in **Your** obligations to such lender. If **Your Vehicle** has been repossessed or declared a total loss, this **Service Contract** will terminate. **You** may cancel this **Service Contract** at any time by notifying the **Selling Dealer** in writing. However, this notification must include this **Service Contract** and a notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** on the date of request. If this **Service Contract** is canceled within the first thirty (30) days and no claims have been filed, **You** will receive a full refund and no cancellation fee will be charged. If this **Service Contract** is canceled after the first thirty (30) days or a claim has been filed, **Your** Pro-Rata refund will be determined by multiplying the amount **You** paid for this **Service Contract** by the lesser of the following two ratios: (a) the number of in force days remaining for the **Service Contract** compared to the original number of in force days, or (b) the miles of remaining coverage under the **Service Contract** as compared to the original covered miles. If there is no **Lien Holder**, the refund less a cancellation fee will be paid to **You**. If there is a **Lien Holder**, the refund less a cancellation fee will be paid to the **Lien Holder**. If the **Service Contract** is canceled, the **Administrator** may retain a \$50.00 cancellation fee.

PRIOR AUTHORIZATION MUST BE OBTAINED BEFORE THE COMMENCEMENT OF ANY TEAR DOWN OR REPAIRS FOR AUTHORIZATIONS AND INSTRUCTIONS, PLEASE CALL XXX-XXX-XXXX