Authorized Interstate Coverage Provider



Toll Free (888)293-4258

www.autoquardesp.com

Platinum Coverage

# **Vehicle Service Contract Terms and Conditions**

Definitions
Administrator
Contract
Coveragerefers to the component protection You have chosen, as shown on the Declaration Page and the Identification Card.
Declaration Pagerefers to the document which is attached hereto and forms part of this Contract.
Deductiblerefers to the Deductible type and amount You will need to pay, as shown on the Declaration Page and the Identification Card, for each covered Failure repair visit.
Failure
Identification Cardrefers to the numbered card which becomes part of this Contract. It gives information about You, Your Vehicle, Coverage chosen and other significant data.
Vehiclerefers to the Vehicle which is described on the Declaration Page and the Identification Card, which cannot be used for rental, emergency or for-hire purposes.
Waiting Periodrefers to a period of time AND mileage that precedes the Coverage period of this Contract. Coverage under this Contract begins upon expiration of the Waiting Period.
We, Us, Our
You, Yourrefers to the Contract holder named on the Declaration page and the Identification Card or the person to whom this Contract was properly transferred.

# **Terms and Conditions**

These Terms and Conditions include information about **Coverage**, Benefits, Cancellations, What to do in the Event of a **Failure** and Exclusions of **Your Vehicle** Service **Contract**. If **You** do not receive **Your Identification Card** within sixty (60) days from date of purchase, call toll-free 1-800-942-0400. This document is an application for the **Vehicle** Service **Contract** and does not constitute a **Contract** until accepted by **Administrator**.

# 1. CONTRACT PERIOD:

- a) New/Program/Used as New Vehicle Contract: Coverage under this Contract begins immediately and will expire according to the time/mileage of the Contract selected, whichever occurs first, as shown on the Declaration Page and the Identification Card. Contract expiration is measured in time from the Contract Purchase Date and mileage from zero (0) miles.
- b) Used Vehicle Contract: Coverage under this Contract begins upon expiration of the Waiting Period. The Waiting Period for this Contract is thirty (30) days AND one thousand (1,000) miles from the date/mileage on the date of Contract purchase. This Contract will expire according to the time/mileage of the Contract selected, whichever occurs first, as shown on the Declaration Page and the Identification Card. Contract expiration is measured in time from the Contract purchase date and mileage from the odometer mileage at Contract purchase date. Any Failure that occurs during the Waiting Period will not be covered.
- 2. FAILURE OF COVERED PARTS: We will pay on behalf of or reimburse You for the reasonable costs to repair or replace any of the parts included in Your Coverage which cause a Failure. Replacement parts may be new, remanufactured or replacement parts of like kind and quality. Sales tax will be authorized for covered Failures only when required by the applicable state where the repair is taking place.
- 3. TERRITORY: This Contract is limited to Failures which occur, and repairs that are made, within the United States of America (excluding U.S. territories and possessions) and Canada.
- 4. LIMIT OF LIABILITY: The aggregate limit of liability shall be the lesser of, the average trade-in value of the Vehicle as provided by the NADA Guides or the purchase price of the Vehicle as provided by a Bill of Sale.
- 5. OUR RIGHT TO RECOVERY: If We pay anything under this Contract and You have a right to recover from another party, Your rights will become Our rights up to the amount We paid. You will do whatever is reasonably necessary to enable Us to enforce these rights.
- 6. TRANSFER RIGHTS: This Contract is for the benefit of the original Contract holder but is transferable subject to a transfer fee and inspection providing:

- a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.
- b) Contract is being transferred to a subsequent private purchaser of Your Vehicle. (Transfer rights are voided when the Vehicle is traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of Vehicles.)

You must submit the following:

- a) Complete a Transfer Application (Available from the Administrator) and submit to the Administrator.
- b) Provide a Bill of sale with the Transfer Application indicating the sale date and mileage at time of sale.
- c) Issue a check in the amount of fifty dollars (\$50.00) for the Transfer fee made payable to the Administrator,
- d) Provide all documents to the Administrator within thirty (30) days of the transfer of Vehicle ownership.
- 7. MAINTENANCE REQUIREMENTS: You must maintain Your Vehicle according to the manufacturer's recommendations as outlined in the owner's manual. Your owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. You are required to follow the maintenance schedule that applies to Your Vehicle's conditions. You must be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, is used in Your Vehicle. It is necessary for You to retain verifiable receipts for all parts and materials necessary to perform the required maintenance. If necessary, this documentation will be verified by the Administrator.
- 8. DEDUCTIBLE: In the event of a Failure covered by this Contract, You may be required to pay a Deductible. No Deductible payment is required with respect to Coverage listed in the Benefits section of this Contract. The Deductible type and amount You have to pay is shown on the Declaration Page and the Identification Card, for covered Failures on a per repair visit basis. Should a covered Failure require more than one visit to repair, only one Deductible will apply to that Failure. If You selected the Disappearing **Deductible** option, the standard **Deductible** will be waived, provided **You** have the repairs performed at Firestone or AAMCO.
- ARBITRATION: Should a dispute or controversy or claim arise out of or relating to this Contract, or the alleged breach thereof, the 9. matter may be settled by non-binding Arbitration. Either party may make a written request to any nationally recognized organization that performs consumer related Arbitration services. If both parties agree to Arbitrate, the parties would then agree to abide by the consumer related rules and protocol established by the chosen Arbitration organization.

# **PLATINUM COVERAGE**

The components listed below, within the Coverage level indicated on the Declaration Page and Your Identification Card, are covered by this Contract. Components not listed are not covered.

ENGINE (Gas or Diesel): All internally lubricated engine parts including: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and bearings, camshaft and bearings, timing chain or belt, timing gears, timing belt tensioner, tensioners/guides, intake and exhaust valves, valve springs, valve guides, oil pump and oil pump housing, push rods, rocker arms, rocker arm shafts, hydraulic and solid lifters; intake & exhaust manifold; distributor shaft and housing; harmonic balancer; metal valve covers; timing gear cover; air filter and housing; water pump; fuel pump; vacuum pump; thermostatically controlled air intake; oil pan; engine block and heads are covered if damaged by the Failure of an internally lubricated moving part.

TURBO/SUPERCHARGER: All internal parts; housing is covered if damaged by the Failure of an internally lubricated moving part.

TRANSMISSION (Automatic or Standard): All internal parts; torque converter vacuum modulator; mounts; covers, pans and cases are covered if damaged by the **Failure** of an internally lubricated moving part.

Note: No Coverage is afforded for clutch assembly; pressure plate; flywheel; throw out bearing; worn synchronizers or cables.

TRANSFER UNIT (4x4): All internal parts; transfer case is covered if damaged by the Failure of an internally lubricated moving part.

DRIVE AXLE(S): All internal parts; "U" joints; propeller shafts; CV/Tripod joints; differential case is covered if damaged by the Failure of an internally lubricated moving part.

STEERING (Manual or Power): All internal parts in rack and pinion; all internal parts in recirculating ball housing; couplings; gear housing; power steering pump; steering main and intermediate shafts; power cylinder assembly; power steering cooler; control valve; Pitman arm; idler arm; tie rod ends; drag link/center link.

ELECTRICAL: Alternator; voltage regulator; starter motor, drive and solenoid; power seat motors; power window motors, regulators and drives; front wiper motor including circuit board, relay and delay switch; manually operated switches for power windows, power seat(s), turn signal switch, headlamps, wipers (front and rear), emergency warning flashers; horn button; power door lock actuators; trunk actuator; fuel gauge sending unit; heated back glass elements (glass is not covered); rear wiper motor; heater blower motor; horn; factory installed sun/moon roof motor and its wiring harness and switches; convertible top motor and switches; power antenna motor, mast and switches.

FRONT SUSPENSION: Upper and lower control arms, control arm shafts and bushings; upper and lower ball joints; steering knuckles; stabilizer shaft, link and bushings; kingpins and bushings; strut bar and bushings; spindles and spindle supports.

BRAKES: Master cylinder; power assist booster and valve; wheel cylinders; calipers; combination valve; steel lines and fittings; backing plates; vacuum assist booster pump; springs, clips and retainers; self-adjusters; rear activators; parking brake linkage and cables. Note: Golden Coverage does not include ABS systems.

AIR CONDITIONING: Compressor; internal assembly including pistons, rods, bearings, valves and shafts; clutch; coil and pulley; orifice tube; condenser; evaporator; manual switches; expansion valve; dryer tank; accumulator; POA valve; hi/low pressure cut-off switch; ducts and outlet hoses; automatic temperature control programmer..

ELECTRONICS: Anti-detonation/knock sensor; ESC/EEC/ECM module; oxygen sensor; electronic module retard vacuum switch; electronic ignition module; igniter; electronic digital instrument cluster; digital driver information display and module; instrument panel printed DM-904-Platinum NSC (1/12) 2

circuit board; MAF/MAP sensor; EGR valve; DPFE valve; remote keyless entry transmitter and receiver; heated side view mirror element; cruise control servo, module and transducer; compass; speed sensor; thermometer.

SPORT UTILITY: Step bumpers and mounting brackets; spare tire carrier, swing arm, pivots, latches and locks; factory installed running boards; swing out mirror arms and mounts; pop-out or sliding side/rear window latches and hinges; convenience bed liner (not warp age); tailgate handle, lock, cables, hinges and latches; edge protectors; cargo lamp; tie downs. Note: Rust damage and Failures caused by rust are expressly excluded.

STEERING (4 WHEEL): Control unit; actuator; mode selector; position sensor; rear tie rod assembly; rear gear assembly; cylinder barrel; center joint; pinion; power steering housing is covered if damaged by the Failure of an internal part.

FRONT AND REAR SUSPENSION: MacPherson struts; shackle bushings and eye bushings; springs, torsion bars and bushings; stabilizer linkage and bushings; wheel bearings and seals; automatic leveling unit compressor, sensor and limiter valve.

ANTI-LOCK BRAKES (ABS): Electronic control unit; anti-lock computer module; wheel speed sensors/exciters; proportioning valves; high pressure hydraulic pump; electro-hydraulic proportioning control valves; accumulator.

**COOLING:** Radiator; fan clutch and fan; engine cooling fan motors; heater core.

FUEL DELIVERY: Fuel injector metering pump; fuel injectors; fuel distributor; diesel injection pump; fuel tank; metal fuel lines.

INTERIOR/EXTERIOR: Glove box door and hinge; manually operated seat tracks; adjustable pedals; interior and exterior door handles; door hinges; map/courtesy light assembly; hood, trunk and hatch gas cylinders; hood, trunk and hatch hinges; bumper energy absorbers; speedometer head.

SEALS & GASKETS: Seals and gaskets, if needed, are covered for the following assemblies: Engine; Turbo/Supercharger; Transmission; Transfer Unit; Drive Axle(s); Steering; Front Suspension; Brakes; Air Conditioning; Rear Suspension and Anti-Lock Brakes.

# Benefits

#### **Deductible Does Not Apply**

CAR RENTAL: We will, in the event of a Failure covered by this Contract, pay or reimburse You for receipted expenses to rent replacement transportation (from a Dealer or licensed rental agency) while Your Vehicle is undergoing repair. Such payment shall be limited to thirty-five dollars (\$35) for each eight (8) labor hours, or portion thereof, of applicable labor time necessary to complete the repair, up to a maximum of one hundred seventy-five dollars (\$175) per occurrence. This Coverage does not apply to time waiting for parts or other delays beyond the control of the repair facility. In the event of a major component (engine, transmission or drive axle) replacement, a maximum of five (5) days of parts delay coverage will be afforded provided additional authorization is obtained from Administrator (except where prohibited by law).

TRAVEL EXPENSES: We will in the event a Failure covered by this Contract occurs more than one hundred (100) miles from Your home, reimburse You up to seventy-five dollars (\$75) per day for up to five (5) consecutive days for receipted motel/restaurant expenses (except where prohibited by law). The date of Failure will be considered the first day of the five (5) day maximum period.

#### **EMERGENCY ROADSIDE ASSISTANCE:**

#### Towing / Road Service / Lockout: 1-800-492-6762 - Producer Code: 28244 - Plan: "S"

In the event Your Vehicle is disabled, We will dispatch a service vehicle to Your location to assist You. In the event Your Vehicle is unable to continue under its own power Your Vehicle may be towed to a location of Your choosing. We will pay the first seventy-five dollars (\$75) of any roadside assistance requested. Additional costs exceeding the first seventy-five dollars (\$75) are Your responsibility and payment will be expected at the time service is rendered. When calling for towing or road service You must call the following toll-free number: 1-800-492-6762. You will be required to give the representative assisting You the following information: Producer Code – 28244, Your Vehicle Service Contract Number (located on the front right hand corner of the Declaration Page) and Your Plan Letter which is S. Coverage: You are entitled to one (1) service per 72-hours. We will pay the first seventy-five dollars (\$75) for any of the following requested services: towing; battery jumpstart; flat tire change; essential fluid delivery (You are responsible for the actual cost of the delivered fluids i.e. gas, oil, water, etc.); locksmith (cost of replacement keys is not included). Reimbursement: In the event Your Vehicle is disabled and You contracted for any of the above covered services on Your own, You will be able to submit Your original receipted road service expenses for reimbursement consideration. Reimbursement will only be considered when properly licensed and insured providers provide a covered service; private citizen services are not reimbursable. Your reimbursement for towing is seventy-five dollars (\$75). Reimbursement for any other roadside service including locksmith services is seventy-five dollars (\$75). You must send Your original receipted roadside bills along with a completed claim form to the Administrator. Claim forms may be obtained from the Administrator.

#### What to do in the Event of a Failure

- 1. Prevent Further Damage - You should use all reasonable means and precautions to protect Your Vehicle from further damage. This **Contract** will not cover damage caused by not securing a timely repair of the failed component.
- Take Your Vehicle to a licensed repair facility If Your Vehicle breaks down, take Your Vehicle to the licensed repair facility of Your 2. choice. If You have purchased the Disappearing Deductible option, and want to use this option, You will need to take Your Vehicle to Firestone or AAMCO for the repair.
- 3. Instruct the repair facility that they must obtain an authorization number from the Administrator prior to proceeding with repairs. The amount authorized is the maximum that will be paid. Any additional amounts need prior approval. DM-904-Platinum NSC (1/12) 3

- 4. In some cases, You may be required to authorize the repair facility to inspect or tear down Your Vehicle to determine the cause and cost of the repair. You will be responsible for these charges if the Failure is not covered by this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being performed. We reserve the right to move Your covered Vehicle to another repair facility.
- 5. After the Administrator has been contacted, review with the repair facility the components that will be covered by this Contract.
- 6. We will reimburse the repair facility for the cost of authorized repairs performed on Your Vehicle, less any applicable Deductible. There may be circumstances when the reimbursement will be made to You. All repair orders and necessary documentation must be submitted to the Administrator within thirty (30) days by You or the repair facility to qualify for payment. If You have any questions regarding Coverage or procedures, please contact the Administrator at the following number:

# 1-800-526-0929

#### Fax: 770-952-9245

### **Repair Facility Guidelines for Claims Handling**

#### Follow these steps when handling a claim:

- 1. Advise the **Contract** holder that evaluation of a **Failure** does not mean that the repair is covered under this **Contract.** All covered repairs must receive prior authorization from the **Administrator**.
- Have the Contract holder authorize the inspection/tear down of the Vehicle to determine the cause of the Failure and the cost to repair. Save all components, including fluids and filters, should the Administrator require an outside inspection. Notify the Contract Holder that the cost of tear down will not be paid if it is determined that the Failure is not covered under this Contract.
- 3. Determine the cause of Failure, correction required and cost of the repair(s).
- 4. Contact the **Administrator's** Claims **Department** at **1-800-526-0929** to get authorization to proceed with the claim. Be prepared with the following information when placing the call:
  - a. Customer's Name and Contract Number.
  - b. Cause of Failure and recommended correction.
  - c. Cost of repair(s).

5.

- A Claims Advisor will verify **Coverage** and **do one of the following**:
  - a. Approve Claim If approved, the repair facility will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
  - b. Require Additional Evaluation, Inspection of Tear Down The Administrator may require an inspection prior to the repair being completed. If a tear down is required to determine the cause of Failure, the Contract holder must authorize same. Notify the Contract holder that if the repair is not covered, then the Contract holder will be responsible for cost of the tear down. The repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If the inspection is not made within forty-eight (48) hours, contact the Claims Advisor.
  - c. Deny the claim and provide the reason for the denial.
- 6. Review the **Administrator's** findings with the **Contract** holder as well as what will be covered by the **Contract** and what portion of the repair(s), if any, will not be covered.
- 7. Obtain the **Contract** holder's authorization to complete repair(s). All repair orders must have the **Contract** holder's signature to qualify for payment.
- 8. Submit the repair order(s) that must include the **Contract** number, authorization number and authorized amount to the **Administrator** within thirty (30) days to the following address:
  - Interstate National Dealer Services, Inc. + 6120 Powers Ferry Rd. NW, Suite 200, Atlanta, GA 30339

800-526-0929 + Claims Fax: 770-952-9245 + www.inds.com + e-mail: claims@inds.com

#### **Cancellation of Vehicle Service Contract**

- 1. You may cancel this **Contract** at any time including when the **Vehicle** is sold, lost, stolen or destroyed by notifying **Us**. Contact the **Administrator** for a Cancellation Form which will need to be completed and sent to the **Administrator**. The Cancellation Form must include an odometer statement showing mileage at the time of request.
- We may cancel this Contract for non-payment of the Contract charge, or for Your intentional misrepresentation in obtaining this Contract or in submitting a claim. If We cancel this Contract, You will receive a pro-rata refund of the unearned Contract charge paid reflecting the greater of the days in force or the mileage elapsed based on the term of the Contract, less a service charge of one hundred dollars (\$100).
- 3. If **Your Vehicle** and this **Contract** has been financed, the lien holder may cancel this **Contract** for non-payment, or if **Your Vehicle** has been declared a total loss or has been repossessed. The rights under this **Contract** are transferred to the lien holder and the lien holder is also entitled to any resulting refund. In the event **Your Contract** is cancelled due to non-payment **You** forfeit any and all refund rights.
- 4. A. New/Program/Used as New Vehicle Contract: If You cancel this Contract within sixty (60) days of purchase and no claim has been filed, the entire Contract charge paid will be refunded. If You cancel this Contract after sixty (60) days of purchase or if a claim

has been filed, an amount of the unearned **Contract** charge paid will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the **Contract**.

B. Used **Vehicle Contract:** If **You** cancel this **Contract** within thirty (30) days of purchase and no claim has been filed, the entire **Contract** charge paid will be refunded. If **You** cancel this **Contract** after thirty (30) days of purchase or if a claim has been filed, an amount of the unearned **Contract** charge paid will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the **Contract**.

- 5. For all cancellations which occur after sixty (60) days for New/Program/Used as New Vehicle Contracts and thirty (30) days for Used Vehicle Contracts, a one hundred dollar (\$100) service charge and the total amount of all authorized claims will be deducted from the refund. Elapsed time and mileage shall be measured from the **Contract** purchase date and the **Contract** purchase mileage.
- 5. In the event of cancellation, the lien holder, if any, will be named on the cancellation refund check.

# EXCLUSIONS

Parts not listed are not covered. This Vehicle Service Contract Provides NO Coverage or Benefits for the following:

- A. ANY FAILURES OCCURRING DURING THE FIRST THIRTY (30) DAYS AND ONE THOUSAND (1,000) MILES FROM DATE OF CONTRACT PURCHASE ARE NOT COVERED IF THIS IS A USED VEHICLE CONTRACT WITH A WAITING PERIOD.
- B. THE FOLLOWING PARTS: CARBURETOR; BATTERY; BATTERY/BATTERY PACK ON HYBRID/ELECTRIC VEHICLES; SHOCK ABSORBERS; MANUAL TRANSMISSION CLUTCH ASSEMBLY; FRICTION CLUTCH DISC AND PRESSURE PLATE; THROWOUT BEARING; MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS; LENSES; SEALED BEAMS; LIGHT BULBS; BRAKE HARDWARE; ALL EXHAUST AND EMISSION COMPONENTS EXCEPT THOSE SPECIFICALLY LISTED UNDER THE COVERAGE SECTION OF THIS CONTRACT; WEATHER STRIPS; ALL TRIM, MOLDINGS, HANDLES, KNOBS OR DIALS; BRIGHT METAL; CHROME; UPHOLSTERY AND CARPET; PAINT; OUTSIDE ORNAMENTATION; BUMPERS; BODY SHEET METAL AND PANELS; TIRES AND WHEELS/RIMIS; GPS NAVIGATION SYSTEMS; PHONE SYSTEMS; TV/VIDEO/ENTERTAINMENT SYSTEMS AND INTERNET ACCESS SYSTEMS.
- C. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS; WHEEL BALANCING; TUNEUPS; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; HOSES; DRIVE BELTS; BRAKE PADS, LININGS, SHOES, DRUMS AND ROTORS; WIPER BLADES.
- D. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING COST; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS, AND REFRIGERANTS EXCEPT WHEN REPLACEMENT IS REQUIRED DUE TO A COVERED FAILURE.
- E. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.
- F. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE, THEET; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS CONTRACT; SLUDGE BUILD-UP OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.
- G. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF NO FAILURE HAS OCCURRED REGARDLESS OF REPAIR FACILITY RECOMMENDATIONS; OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER; ANY REPAIR NOT SPECIFICALLY AUTHORIZED BY US.
- H. 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. THIS WILL INCLUDE, BUT NOT BE LIMITED TO: THE FAILURE OF ANY CUSTOM OR ADD-ON/AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISED DEALER OR NOT; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; UNAUTHORIZED MODIFICATIONS TO ANY SYSTEM.
- I. IF YOUR ODOMETER HAS CEASED TO WORK AND REPAIRS HAVE NOT BEEN IMMEDIATELY MADE; THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE; OR IF VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.
- J. ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSONS ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED. LOSS OF TIME, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS THAT RESULTS FROM A FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGES HEREIN.) THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR DAMAGES FOR BAD FAITH, PUNITIVE OR EXEMPLARY DAMAGES, PERSONAL INJURY INCLUDING BODILY INJURY, PROPERTY DAMAGE (EXCEPT AS SPECIFICALLY STATED IN THE CONTRACT) AND ATTORNEY'S FEES.
- K. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT LUBRICANTS OR COOLANT. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE OR WHEN OVERHEATING OCCURS.

- L. SALVAGED TITLE VEHICLES; WHEN RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY; WARRANTY FROM THE MANUFACTURER INCLUDING EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES; A REPAIRER'S GUARANTEE/WARRANTY; OR FAILURES FOR WHICH THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS.
- M. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR OTHER OBJECT OR VEHICLE WITHOUT BEING EQUIPPED WITH A FACTORY INSTALLED OR AUTHORIZED TOW PACKAGE; OR IS USED FOR COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE, LIVERY OR SHUTTLE, TOWING OR ROAD REPAIR, CONSTRUCTION, FARMING OR AGRICULTURAL PURPOSES, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICES, PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK, SERVICE OR REPAIR UNLESS COMMERCIAL USE OPTION HAS BEEN PURCHASED BY YOU AND ACCEPTED BY US.
- N. ANY FAILURE OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- O. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA (50 U.S. STATES AND THE DISTRICT OF COLUMBIA) OR CANADA.
- P. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.

NOTICE: YOU ARE REMINDED THAT THIS CONTRACT IS NOT AN INSURANCE POLICY. HOWEVER, AN INSURANCE POLICY IS IN EFFECT WITH NATIONAL SERVICE CONTRACT INSURANCE COMPANY RRG. IF WE FAIL TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, YOU ARE ENTITLED TO MAKE A DIRECT CLAIM AGAINST THE INSURER, C/O RISK SERVICES, P.O. BOX 2100, MONTPELIER, VERMONT 05601-2100.

