



Auto Guard

Extended Service Plans

Toll Free (888)293-4258

www.autoguardesp.com

XtraSupreme

Vehicle Service Contract Terms and Conditions

DEFINITIONS

- Administrator**.....refers to **Interstate National Dealer Services of Florida, Inc. ("INDSF") in Florida** and Interstate National Dealer Services, Inc. ("INDS") in all other jurisdictions. INDSF and INDS are located at 6120 Powers Ferry Rd, Suite 200, Atlanta, Georgia 30339 and phone number 1-800-942-0400.
- Contract**.....refers to this Service **Contract**. The **Declaration Page**, the Terms and Conditions and the **Identification Card** comprise this **Contract**.
- Coverage**.....refers to the component protection **You** have chosen, as shown on the **Declaration Page** and the **Identification Card**.
- Declaration Page**.....refers to the document which is attached hereto and forms part of this **Contract**.
- Deductible**refers 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**.....refers to the **Failure** of a defective part or faulty workmanship as supplied by the Manufacturer or Dealer, but does not include gradual reduction in operating performance due to wear or tear or damage resulting from **Failure** of non-covered parts.
- Identification Card**refers to the numbered card which becomes part of this **Contract**. It gives information about **You**, **Your Vehicle**, **Coverage** chosen and other significant data.
- Vehicle**.....refers 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 Period**.....refers to a period of time **AND** mileage which precedes the **Coverage** period of this **Contract**. **Coverage** under this **Contract** begins upon expiration of the **Waiting Period**.
- We, Us, Our**refers to the entity who is obligated to perform under this **Contract** (the "obligor"). The obligor of this **Contract** is **Interstate National Dealer Services of Florida, Inc. ("INDSF") in Florida under license numbers 60088, 70042 and 80230**, Interstate Administrative Services, Inc. ("IAS") in Oklahoma and Interstate National Dealer Services, Inc. ("INDS") in all other jurisdictions. INDSF, IAS and INDS are located at 6120 Powers Ferry Rd NW, Suite 200, Atlanta, Georgia 30339 and phone number 1-800-942-0400.
- You, Your**refers 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 the **Administrator**.

- 1. CONTRACT PERIOD:** This **Contract** begins immediately and will expire according to the time/mileage selected, whichever occurs first, as shown on the **Identification Card**.

Your Contract requires a **MANDATORY WAITING PERIOD** before **Coverage** takes effect. The waiting period equals thirty (30) days from **Contract** purchase date **AND** 1,000 miles from odometer mileage at **Contract** purchase date. Thirty (30) days **AND** 1,000 miles will be added to the term of **Your Contract**.

Failure of a covered component occurring within the first thirty (30) days **AND** 1,000 miles after the start date 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 FOR XtraSupreme COVERAGE:**

Our maximum limit of liability per loss shall be the lesser of: the actual cost of repair, the maximum per covered component outlined below, or the actual cash value (ACV) of the **Vehicle** at the time of repair.

Our maximum limit of liability per covered component shall not exceed a total dollar amount as follows: Three Thousand Three Hundred (\$3,300.00) in **Engine** claims; Two Thousand Two Hundred (\$2,200.00) in **Transmission** claims; One Thousand Five

Hundred (\$1,500.00) in **Differential** claims; Two Thousand (\$2,000.00) in **Air Conditioning and Heating** claims; One Thousand Two Hundred (\$1,200.00) in **Electrical and Luxury Electrical** claims; One Thousand (\$1,000.00) in **Cooling System** claims; One Thousand (\$1,000.00) in **Fuel System** claims and Three Hundred (\$300.00) in **Emergency Roadside Assistance** claims.

Our maximum limit of liability per covered **Vehicle** for all claims paid or payable during the term of this **Contract** shall not exceed a total dollar amount of Twelve Thousand Five Hundred (\$12,500.00).

Once the combined maximum limit of liability has been reached, as defined above, this **Contract**, its transfer and cancellation rights terminate.

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 necessary to enable **Us** to enforce these rights.
6. **TRANSFER RIGHTS:** This **Contract** is for the benefit of the original **Contract** holder and 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 **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**.)

To initiate the transfer process **You** must submit the following:

- a) Transfer application (Available from **Administrator**).
- b) Bill of sale showing sale date and mileage at time of sale.
- c) Fifty Dollar (\$50.00) transfer fee made payable to the **Administrator** within thirty (30) days of the transfer of **Vehicle** ownership.

7. **MAINTENANCE REQUIREMENTS:**

You must:

- a) Have the engine oil and filter changed by a commercial service facility within 5 months or 5,000 miles of the service contract start date by a commercial service facility. Properly documented and verifiable receipts for engine oil and filter changes will be required in the event of an engine claim. Hand written receipts will not be accepted. Receipts must be on licensed repair facility letterhead and include date and mileage at time of service.
- b) In addition to the oil and filter change requirements stated above, **You** must maintain **Your Vehicle** according to the manufacturer's recommendations as outlined in the owner's manual. NOTE: 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** conditions. Properly documented and verifiable receipts for all maintenance services will be required in the event of any related claim. Hand written receipts will not be accepted. Receipts must be on licensed repair facility letterhead and include date and mileage at time of services.
- c) Be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, are used in **Your Vehicle**.
- d) **You** are required to retain, and produce upon request, verifiable receipts for all maintenance services performed beginning from **Your Contract** start date and continuing through the entire term of **Your Contract**.

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.

9. **ARBITRATION:** Should a dispute or controversy or claim arise out of or relating to this **Contract**, or the alleged breach thereof, the 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.

COVERAGE

Only the components listed below within the **Coverage** level stated on the **Administrator** copy of the Declaration Page, are covered by this **Contract**. If no **Coverage** level has been stated on the **Administrator** copy of the Declaration Page, **XtraCustom Coverage** will apply to this **Contract**.

XtraSupreme

ENGINE:

- a) The following lubricated internal parts: pistons, pins & rings, connecting rods & bearings; crankshaft & main bearings; camshaft, followers & cam bearings; push rods, valves, springs, replaceable guides, seats & lifters; rocker arms, shafts & bushings; timing gear, chain, tensioners & retainers; eccentric shaft; and oil pump.
- b) Timing belt; serpentine belt; water pump; Impeller shaft, bearings, bushings & housing; intake & exhaust manifolds; engine mounts & cushions; engine torque strut; harmonic balancer; flywheel (flexplate) & flywheel ring gear; mechanical fuel pump; dipstick & tube; and all pulleys.
- c) All lubricated internal parts of the **Vehicle** manufacturer-installed turbocharger or supercharger. The housing is covered **ONLY** if damaged by the **Failure** of a lubricated internal part.
- b) Engine head(s); engine block; cylinder barrels; timing cover; valve cover(s); oil pan; dipstick & tube, **ONLY** if damaged by the **Failure** of a lubricated internal part.

(If Diesel Engine, Turbo, or Supercharger has not been stated on the **Administrator** copy of the Application Page, along with the corresponding surcharge being received by **Administrator**, **NO Coverage** will apply for these components/parts under this **Contract**.)

TRANSMISSION:

- a) All lubricated internal parts contained within the case(s).
- b) Computer modules & solenoids; filter tube & dipstick; vacuum modulator; and internal linkage.
- c) Transmission case, transfer case & torque converter case, **ONLY** if damaged by the **Failure** of a lubricated internal part.

TRANSFER CASE: Transfer case and all internally lubricated parts. (If 4WD/AWD has not been stated on the **Administrator** copy of the Application Page, along with the corresponding surcharge being received by **Administrator**, **NO** transfer case **Coverage** will apply under this **Contract**.)

DRIVE AXLE(S):

- a) All lubricated internal parts contained within the housing(s).
- b) Axle shafts; constant velocity joints; universal joints; drive shafts; locking hubs; locking rings; and supports, retainer & bearings.
- c) Differential housing, transaxle housing & final drive housing, **ONLY** if damaged by the **Failure** of a lubricated internal part.

AIR CONDITIONING AND HEATING: Accumulator; condenser; condenser fan; condenser fan motor; compressor; compressor clutch, dryer, evaporator and expansion valve.

ELECTRICAL: Alternator / generator; air conditioner blower motor; starter motor; starter solenoid and starter drive; horns; windshield wiper motors; windshield washer pump.

LUXURY ELECTRICAL: Power window motors; window regulators; power door lock actuators; power trunk release; power antenna motor; and all manually operated switches.

COOLING SYSTEM: Cooling fan; cooling fan motor; and fan clutch.

FUEL SYSTEM: Fuel delivery pump; fuel injection pump; metal fuel lines; fuel pressure regulator; fuel sending unit; and fuel gauge.

SEALS AND GASKETS: Seals and gaskets related to the covered parts listed above are covered, but only when required as a part of the authorized repair or replacement of those covered parts. Leaking and/or failed seals and gaskets by themselves are not covered parts.

BENEFITS

CAR RENTAL REIMBURSEMENT

Should the **Contract** Holder's **Vehicle** become inoperable and have to remain overnight for repair at the Dealership or Authorized Repair Facility, **Administrator** agrees, in the event of a **Failure** of a covered component, to reimburse the **Contract** Holder for rental car transportation (except where prohibited by law). Such expense shall be limited to thirty five dollars (\$35.00) per calendar day and not to exceed one hundred seventy five dollars (\$175.00) per occurrence.

In computing the amount due under this rental **Coverage**, only actual factory manual repair time on the **Vehicle** is covered. *Example 1 to 8 hours = 1 day; 8.1 to 16 hours = 2 days; 16.1 to 24 hours = 3 days; 24.1 to 32 hours = 4 days; 32.1 to 40 hours = 5 days.*

Car rental benefit will not be extended to include downtime waiting for parts or other delays beyond control of Dealer or Authorized Repair Facility.

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 fifty dollars (\$50) per day for up to three (3) consecutive days for receipted motel/restaurant expenses (except where prohibited by law). The date of **Failure** will be considered the first day of the three (3) day maximum period.

EMERGENCY ROADSIDE ASSISTANCE:

**For Emergency Roadside Assistance up to \$100 per occurrence,
call toll-free 1-800-492-6762 – Producer Code: 28244 – Plan: “AB”.**

Towing / Road Service / Lockout: 1-800-492-6762 – Producer Code: 28244 – Plan: “AB”

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 \$100 of any roadside assistance requested. Additional costs exceeding the first \$100 are **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call toll-free **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 this application) and **Your** Plan Letter which is **AB**.

Coverage: **You** are entitled to one (1) service per 72-hours. **We** will pay the first \$100 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 \$100. Reimbursement for any other roadside service including locksmith services is \$100. **You** must send **Your** original receipted roadside bills along with a completed claim form to **Administrator**. Claim forms may be obtained from **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.
2. Take **Your Vehicle** to a licensed repair facility - If **Your Vehicle** breaks down, take **Your Vehicle** to the licensed repair facility of **Your** 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.
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**.

2. 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 or 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.indes.com ♦ e-mail: claims@indes.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**. A cancellation form indicating the odometer reading at the date of request will be required. **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). If this **Contract** has been financed with **Your Vehicle** loan, the lienholder may cancel this **Contract** for non-payment, if **Your Vehicle** has been declared a total loss, or if **Your Vehicle** has been repossessed. Subsequently, the rights under this **Contract** are transferred to the lienholder and the lienholder is also entitled to any resulting refund.
2. If this **Contract** has been financed through a third party finance company arranged by **Us** or the seller **You** purchased **Your Contract** from, then financing pertains only to **Your Contract**, not **Your Vehicle**. The finance company may cancel **Your Contract** for non-payment. In the event **Your Contract** is cancelled for non-payment, **You** forfeit any and all refund rights.
3. If this **Contract** is cancelled within the first thirty (30) days and no claim has been filed, the entire **Contract** charge paid will be refunded. After thirty (30) days or if a claim has been filed, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage driven based on the term of the **Contract** and the date or miles when **Coverage** began. Elapsed time and mileage shall be measured from **Contract** sale date and zero (0) miles for New **Vehicles** or **Contract** sale date and **Contract** sale mileage for Program and Used **Vehicles**.
4. A One Hundred Dollar (\$100.00) service charge and the total amount of all authorized claims will be deducted from all **Vehicle Contract** refunds after thirty (30) days.
5. In the event of cancellation, the lienholder, 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. FAILURE OF A COVERED COMPONENT OCCURRING WITHIN THE FIRST THIRTY (30) DAYS AND 1,000 MILES AFTER THE START DATE WILL NOT BE COVERED.
- B. OIL CONSUMPTION, WORN OUT PARTS, AND DIMINISHED PERFORMANCE INCLUDING THAT RESULTING FROM A GRADUAL REDUCTION IN OPERATING PERFORMANCE DUE TO NORMAL WEAR AND TEAR SUCH AS TO GUIDES, VALVES, RINGS, AND TRANSMISSION CLUTCH PACK, DISCS AND BANDS IS NOT COVERED.
- C. DIESEL ENGINES MANUFACTURED PRIOR TO 1990, ROTARY ENGINES, 4100 GM ENGINES OR ENGINES USED IN COMMERCIAL VEHICLES ARE EXCLUDED.

- D. 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/RIMS; GPS NAVIGATION SYSTEMS; PHONE SYSTEMS; TV/VIDEO/ENTERTAINMENT SYSTEMS AND INTERNET ACCESS SYSTEMS.
- E. 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.
- F. 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.
- G. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.
- H. ANY DAMAGE RESULTING FROM OVERHEATING.
- I. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.)
- N. 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.
- O. 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.
- P. 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 AND ACCEPTED BY US.
- Q. 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.
- R. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.
- S. 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.

**Interstate National Dealer Services, Inc.
6120 Powers Ferry Rd., Suite 200, Atlanta, GA 30339
800-942-0400 www.inds.com**

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