

VEHICLE SERVICE AGREEMENT

I. PARTIES AND GENERAL INFORMATION

- A. This Vehicle Service Agreement is between the Customer and the Obligor, as defined in Section II. The Administrator of this Agreement is also defined in Section II.
- B. **For non-roadside assistance administration and claims assistance please call TOLL FREE: 1-800-228-8559, from 7 a.m. to 7 p.m. Central Time, Monday – Friday, or Saturday from 8 a.m. to 1 p.m. Central Time. Or write to: ADMINISTRATOR, P.O. BOX 661012, DALLAS, TX 75265.**
- C. **For 24-Hour Roadside Assistance, please call Toll Free: 1-800-297-0486**
- D. **THE AGREEMENT MAY CONTAIN AN ARBITRATION PROVISION DEPENDING ON THE STATE IN WHICH THE AGREEMENT IS PURCHASED. THE ARBITRATION PROVISION SUBSTANTIALLY AFFECTS THE WAY DISPUTES WILL BE RESOLVED. PLEASE REVIEW IT CAREFULLY.**

II. DEFINITIONS: Capitalized terms that are in this Agreement refer to items included on the Registration Page or have the following meanings:

- A. **Administrator** means Toyota Motor Insurance Services, Inc., except in Florida where it means Toyota Motor Insurance Company, and in Georgia, New Jersey, New York and Vermont where it means Toyota Motor Insurance Services, Inc. D/B/A Toyota Motor Services Company, and in Idaho where it means Toyota Motor Insurance Services, Inc. D/B/A Toyota Motor Services, all located at 6565 Headquarters Drive, Plano, TX 75024, 1-800-228-8559. Roadside assistance benefits are administered on Our behalf by American Automobile Association, 1000 AAA Drive, Heathrow, FL 32746-5063.
- B. **Agreement** means this Vehicle Service Agreement which You purchased from the Selling Dealer.
- C. **Agreement Expiration Date** and **Mileage** means the date and/or mileage Your Agreement expires. The following defines when YOUR coverage expires by plan type:
1. **New (In-Service):** The Contract Term is the Term Years and Term Miles shown on the Registration Page. The Contract begins on the date the vehicle was first placed in-service as a new vehicle, which is subject to verification by the Administrator. Miles are total vehicle odometer miles, starting at zero, not miles counted from the odometer/mileage as shown on the Registration Page. The Contract expires upon exceeding the Term Years or the Expiration Mileage, whichever occurs first.
 2. **New (Point of Sale):** The Contract Term is the Term Years and Term Miles shown on the Registration Page. The Contract begins on the Agreement Purchase Date. Miles are total vehicle odometer miles, starting at zero, not miles counted from the odometer/mileage as shown on the Registration Page. The Contract expires upon exceeding the Term Years or the Expiration Mileage, whichever occurs first.
 3. **Used:** The Contract Term is the Term Years and Term Miles shown on the Registration Page. The Contract begins on the Agreement Purchase Date. Years are counted from the Agreement Purchase Date. Miles are in addition to the odometer/mileage as shown on the Registration Page. The Contract expires upon exceeding the Term Years or the Expiration Mileage, whichever occurs first.
- D. **Agreement Purchase Date** means the date this Agreement was purchased as indicated on the Registration Page. E. **Coverage Level** means the Powertrain, Gold, or Platinum protection You selected as shown on the Registration Page. F. **Covered Component** means a Covered Vehicle's part or system that is covered under this Agreement based upon the Coverage Level You selected and not otherwise excluded from coverage by the terms of this Agreement.
- G. **Covered Vehicle** means the vehicle covered by this Agreement as indicated on the Registration Page. H. **Customer, You or Your** means the person specified on the Registration Page or a permitted transferee. I. **Deductible** means the amount You are required to pay as selected on the Registration Page per repair visit for covered Mechanical Failures. If the \$100 Deductible option is indicated and You return to the selling dealer for covered repairs, Your deductible will be waived. Otherwise the full deductible applies.
- J. **Selling Dealer** means the dealer listed on the Registration Page.
- K. **Mechanical Failure** means the failure of a Covered Component under recommended manufacturer operating and maintenance conditions to perform the function for which it was designed as a result of a defect in material or workmanship. L. **Obligor, We, Us,** and **Our** means Toyota Motor Insurance Services, Inc., except in Florida where it means Toyota Motor Insurance Company, and in Georgia, New Jersey, New York and Vermont where it means Toyota Motor Insurance Services, Inc., D/B/A Toyota Motor Services Company, and in Idaho where it means Toyota Motor Insurance Services, Inc. D/B/A Toyota Motor Services, all located at 6565 Headquarters Drive, Plano, TX 75024, 1-800-228-8559.
- M. **Registration Page** means the first page of this Agreement.

III. GENERAL AGREEMENT TERMS

- A. **Agreement Period:** Coverage under this Agreement begins on the Agreement Purchase Date and the mileage listed on the odometer at that date. Your Agreement will expire the earlier of (a) 11:59 PM of the Agreement Expiration Date, or (b) when Your Covered Vehicle odometer reading equals the Agreement Expiration Mileage.
- B. **Deductible:** The Deductible indicated on the Registration Page is the dollar amount You must pay for authorized claims related to a single repair visit unless otherwise indicated herein.
- C. **Limitations on Liability:** Our liability under this Agreement shall never exceed either of the following:
1. **Over The Life Of This Agreement:** Our liability is limited to the fair actual cash value for Your Vehicle, as determined by the Administrator using NADA value or its equivalent, at the time this Agreement was purchased.
 2. **Per Repair Visit:** Our liability is limited to the lesser of the following: (1) cost of the covered repair(s); (2) or the fair market value of the Covered Vehicle determined by the Administrator using leading industry used car value guides such as National Automobile Dealers Association ("NADA") Official Used Car Guide or its equivalent at the time immediately preceding the Mechanical Failure.
- D. **Your Responsibilities:**
1. **Retain this form as evidence of Your purchase of this Agreement.**
 2. **In order for coverage to apply under this Agreement You must do all of the following:**

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- a. In the event of a Mechanical Failure, You must take immediate action to protect the Covered Vehicle from further damage.
- b. You must have Your Covered Vehicle serviced as recommended by the manufacturer as provided in the Manufacturer's Owner's Manual, Supplement and/or Guide, including, but not limited to:
 - i. Change engine oil & filter;
 - ii. Check and maintain all fluid levels;
 - iii. Service Automatic Transmission;
 - iv. Inspect front suspension and steering linkage; and
 - v. Inspect drive axle boots.
- c. **KEEP ALL RECORDS OF MAINTENANCE FOR YOUR COVERED VEHICLE. IF YOU PERFORM YOUR OWN MAINTENANCE, YOUR RECORDS MUST INDICATE WORK PERFORMED, DATE, PARTS REPLACED, AND ODOMETER READING AT TIME OF SERVICE. RECEIPTS FOR PURCHASES OF PARTS AND FLUIDS OR SERVICE AND MAINTENANCE MUST BE RETAINED WITH THIS AGREEMENT FOR THE ENTIRE PERIOD OF THIS AGREEMENT. FAILURE TO PROVIDE RECORDS OF MAINTENANCE MAY RESULT IN THE DENIAL OF CLAIMS. THE ADMINISTRATOR'S RETENTION OF BROKEN PARTS, FOR INSPECTION OR OTHER USE, MAY BE REQUIRED FOR ANY REPAIR WORK.**

IV. COVERAGE

- A. In the event of Mechanical Failure of any Covered Component, and subject to the terms and conditions of this Agreement, We will provide for payment of the approved cost, or reimbursement of the approved cost, to repair or replace any Covered Component(s), as well as any applicable Substitute Transportation, and/or Dislocation Benefits, less Your Deductible. Any repair or replacement of a Covered Component may be made with a functionally equivalent component, including new, remanufactured, after-market, non-original manufacturer, used, or rebuilt components, as determined in the sole discretion of the Administrator. Parts reimbursements will be calculated based on manufacturer's suggested retail price (MSRP). Labor reimbursements will be calculated based on standard industry practices, as determined in the sole discretion of the Administrator.
- B. Coverage under this Agreement may not be determined by any verbal representations made by the Selling Dealer or repair facility. The coverage provided by this Agreement, less Your Deductible, shall be secondary to any other valid repair agreement, manufacturer's warranty, roadside assistance program, limited warranty, or insurance policy covering the Covered Vehicle (the "Primary Coverage"), except that no coverage is available under this Agreement where the party obligated to provide services or reimbursement under the Primary Coverage has failed to perform as required by the Primary Coverage. If other coverage fully pays a claim covered by this Agreement, less a deductible, then You are entitled to reimbursement under this Agreement for that portion of the deductible under the other coverage that exceeds the Deductible stated in this Agreement, if any. If a manufacturer's warranty may be transferred with the Covered Vehicle, and the transfer requires payment of a fee, then You are entitled to reimbursement under this Agreement of that fee only to a maximum of \$150. Your Deductible does not apply to this transfer fee reimbursement.
- C. **Covered repairs must be authorized by the Administrator prior to expiration of this Agreement. For more information see Section VII: Claims.**
- D. This Agreement offers different Coverage Levels (Platinum, Gold, Powertrain). The coverage provided by this Agreement will be provided at the specific Coverage Level You selected and purchased as identified on the Registration Page. Coverage applies only as provided for herein:

1. Platinum Vehicle Service Agreements:

ALL MANUFACTURER-ORIGINAL EQUIPMENT PARTS INSTALLED BY THE MANUFACTURER OR YOUR DEALER ARE COVERED UNDER THIS AGREEMENT FOR MECHANICAL FAILURE, UNLESS OTHERWISE EXCLUDED. THE ITEMS LISTED BELOW ARE NOT COVERED BY PLATINUM AGREEMENTS.

Accessory Drive Belts; Batteries; Body Panels; Brake Linings, Pads and Shoes, Rotors and Drums; Bumpers; Carpet; Chrome; Clutch Friction Disc and Pressure Plate; Dash Cover and Pad; Door Fabric; Door Trim; Filters; Fluids; Fuel Cell Air Compressor; Fuel Cell Boost Converter; Fuel Cell Electronic Control Unit; Fuel Cell Hydrogen Tanks; Fuel Cell Power Control Unit; Fuel Cell Stack; Fuel Cell Vehicle Battery Pack; Glass (including Windshields); Headliner; Heating Hoses, Lines and Tubes; Hoses; Hybrid Vehicle Battery Pack; Hybrid Vehicle Battery Plug Assembly; Hybrid Vehicle Relay Assembly; Hybrid Vehicle Supply Battery Assembly; Hydrogen Fueling Electronic Control Unit; Interior and Exterior Trim and Moldings (including but not limited to: Ash Trays, Covers, Cup Holders and Vents); Lamps, Light Assemblies/Housings, and Light Bulbs including LEDs; Nuts, Bolts, Clips, Retainers, and Fasteners; Paint; Rust and Corrosion Damage; Seat Covers; Sheet Metals; Shiny Metals; Spark Plugs; Structural Framework and Welds; Tires; Vacuum Hoses, Lines and Tubes; Weather Stripping; Wheels and Rims; Windshield Wiper Blades (Rubber Component); All interior and exterior cloth, leather, and stitching including convertible tops and/or vinyl tops including but not limited to: any vibration, deterioration, discoloration, disfigurement, warping, fading, staining, stretching, ripping, punctures, tearing, and/ or scratches

2. Gold Vehicle Service Agreements:

ALL MANUFACTURER-ORIGINAL EQUIPMENT PARTS INSTALLED BY THE MANUFACTURER OR YOUR SELLING DEALER LISTED BELOW IN THIS SECTION ARE COVERED UNDER THIS AGREEMENT FOR MECHANICAL FAILURE.

- a. **Air Conditioning/Heating:** Air Conditioning Lines and Tubes; Air Conditioning Pressure Switches; Air Temperature Control Programmer; Blower Motor; Blower Motor Resistor; Compressor; Compressor Clutch Assembly; Compressor Pulley; Condenser; Condenser Fan and Motor; Evaporator; Evaporator Temperature Sensor; Expansion Valve; Heater Control Head; Heater Control Valve; Heater Core; Idler Pulley; Pressure Regulator Assembly; Receiver/Dryer; Schrader Valve; Seals and Gaskets
- b. **Automatic Transmission - Transfer Case Components:** ALL internally lubricated components and: Hoses, Lines and Tubes; Seals and Gaskets; Shift Lever Knob; Shift Linkage and Cables; Solenoids; Torque Converter; Transfer/ Transmission Case;

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- c. **Axle Assembly (Front, Rear, Four-wheel and All-wheel Drive):** ALL internally lubricated components and: 4x4 Actuators; Axles and Bearings; Center Support Bearing; Constant Velocity Boot Band; Constant Velocity Joints and Boots; Differential Carrier Assembly; Drive Axle Housing; Drive Shaft; Hubs; Locking Hubs; Seals and Gaskets; Thrust Washers; Universal Joints; Viscous Coupling
- d. **Brakes:** Anti-Lock Braking/Traction Control Actuator, Pump and Motor; Brake Booster; Brake Hoses, Lines and Tubes; Disc Brake Calipers; Load-sensing Proportioning Valve; Master Cylinder; Parking Brake Cable; Proportioning Valve; Seals and Gaskets; Wheel Cylinders
- e. **Computers and Electronics:** Anti-Lock Braking/Traction Control Computer and Sensors; Automatic Shoulder Belt Computer; Body Control Module; Cruise Control Computer; Electronic Ignition Unit; Electronically Controlled Transmission/ Transfer Case Computer and Sensors; Electronically Modulated Suspension Computer; Engine Control Computer; Knock Sensor; Power Mirror Electronic Control Unit; Power Seat Computer; Progressive Power Steering Computer; Sunroof Control Computer and Relay; Tilt/Telescoping Steering Computer; Trip Computer; Vehicle Security Computers and Sensor; Wiper Module
- f. **Cooling System:** Cooling Fan Relay; Cooling Fan Sensor; Engine Cooling Fan Motor; Engine Fan; Engine Fan Clutch; Engine Fan Motor; Engine Fan Shroud; Fan Bracket Subassembly; Radiator; Seals and Gaskets
- g. **Electrical:** Alternator; Automatic-Off Headlamp Sensor, Timer and Switches; Automatic Shoulder Belt Motor and Switches; Automatic Temperature Control Unit; Blower Motor; Blower Motor Resistor; Clutch Starter Interlock Switch; Convertible Top Motor; Cruise Control Actuator/Servo; Cruise Control Sensors and Switches; Cruise Control Vacuum Motor; Defogger Relay; Distributor; Engine Cooling Fan Motor; Headlamp Washer; Ignition Coil; Lamp Failure Indicator Sensor; Manually Operated Switches; Power Antenna Motor and Cable; Power Door Lock Actuator; Power Mirror Defogger; Power Mirror Motor; Power Seat Motors; Power Sliding Door Motor; Power Window Motor/Regulator; Retractable Headlamp Motor; Smart Entry and Start System Switch, Sensor and Electronic Control Unit; Starter Motor; Starter Solenoid; Stop Light Switch; Sunroof Motor; Windshield Washer Pump; Wiper Motor
- h. **Engine:** ALL internally lubricated components and: Balance Shaft; Camshaft; Crankshaft; Crankshaft Pulley; Cylinder Heads; Engine Block; Engine Mounts; Engine Oil Reservoir; Engine Oil Reservoir Pump; Equipment Drive Shaft; Exhaust Manifolds; Flexplate; Flywheel; Idler Pulley; Intake Manifold; Oil Pan; Oil Pressure Switch; Oil Pump; Oil Sending Unit; Piston; Seals and Gaskets; Supercharger; Supercharger Intercooler; Tensioners; Timing Belt; Timing Chain; Timing Cover; Timing Gears; Turbo Intercooler; Turbo Wastegate; Turbocharger; Valve Covers; Water Pump
- i. **Fuel System:** Air Flow Meter; Carburetor; Diesel Fuel Injection Pump; Electric Fuel Pump; Electronic Fuel Injection System; Fuel Injectors; Fuel Pressure Regulator; Fuel Pump; Fuel Sending Unit; Fuel Sensors; Fuel Tank; Throttle Body
- j. **Hybrid/Alternative Fuel:** Actuator Assembly Shift Control; Battery Computer Assembly; Battery Current Sensor; Boost Charging Inlet and Plug-in Electronic Control Unit; Circuit Breaker Sensor; Combination Meter Assembly; Combination Meter Computer; Fuel Cell Water Pump; Fueling Receptacle; Hybrid Vehicle Battery Blower Assembly; Hybrid Vehicle Battery Blower Motor Control; Hybrid Vehicle Battery Thermistor; Hybrid Vehicle Control Computer; Hybrid Vehicle Generator Assembly; Hybrid Vehicle Motor Assembly; Hybrid Vehicle Transaxle Assembly; Hydrogen Pipes and Manifolds; Inverter Assembly with Converter; Main Switch Assembly; Power Source Control Computer Assembly; Power Steering Electronic Control Unit Assembly; Power Steering Gear Assembly; Pressure Sensors; Reducing Valve; Shift Lever Position Sensor; Skid Control Computer Assembly; Steering Column Assembly; Transmission Control Module; Transmission Input Damper Assembly
- k. **Manual Transmission - Transfer Case Components:** ALL internally lubricated components and: Clutch Master Cylinder; Clutch Release Cylinder; Gears and Shafts; Hoses, Lines and Tubes; Seals and Gaskets; Shift Lever Knob; Shift Linkage and Cables; Transfer/Transmission Case; Transmission Mounts
- l. **Steering:** Gear Box internal components and: Bushings/Bearings; Center Link; Hoses, Lines and Tubes; Idler Arm; Pitman Arm; Power Steering Pump; Power Steering Pump Pulley; Rack and Pinion; Seals and Gaskets; Steering Column; Steering Column Coupling; Steering Column Shaft; Steering Dampener; Steering Gear Box and Pump Housings; Tie Rod End
- m. **Suspension (Front and Rear):** Bushings/Bearings; Control Arm Shafts; Electronic Suspension Actuator/Motor and Compressor; Radius Arm; Spindle; Spindle Support; Steering Knuckle; Sway Bar Link; Upper and Lower Ball Joints; Upper and Lower Control Arms

3. Powertrain Vehicle Service Agreements

ALL MANUFACTURER-ORIGINAL EQUIPMENT PARTS INSTALLED BY THE MANUFACTURER OR YOUR SELLING DEALER LISTED BELOW IN THIS SECTION ARE COVERED UNDER THIS AGREEMENT FOR MECHANICAL FAILURE.

- a. **Automatic Transmission - Transfer Case Components:** ALL internally lubricated components and Hoses, Lines and Tubes; Seals and Gaskets; Shift Linkage and Cables; Solenoids; Torque Converter; Transfer/Transmission Case; Transmission Mounts; Vacuum Modulator
- b. **Axle Assembly (Front, Rear, Four-wheel and All-wheel Drive):** ALL internally lubricated components and: 4x4 Actuators; Axles and Bearings; Center Support Bearing; Constant Velocity Boot Band; Constant Velocity Joints and Boots; Differential Carrier Assembly; Drive Axle Housing; Drive Shaft; Hubs; Locking Hubs; Seals and Gaskets; Thrust Washers; Universal Joints; Viscous Coupling
- c. **Engine:** ALL internally lubricated components and: Balance Shaft; Camshaft; Crankshaft; Crankshaft Pulley; Cylinder Heads; Engine Block; Engine Mounts; Engine Oil Reservoir; Engine Oil Reservoir Pump; Equipment Drive Shaft; Exhaust Manifolds; Flexplate; Flywheel; Idler Pulley; Intake Manifold; Oil Pan; Oil Pressure Switch; Oil Pump; Oil Sending Unit; Piston; Seals and Gaskets; Supercharger; Supercharger Intercooler; Tensioners; Timing Belt; Timing Chain; Timing Cover; Timing Gears; Turbo Intercooler; Turbo Wastegate; Turbocharger; Valve Covers; Water Pump
- d. **Hybrid/Alternative Fuel:** Actuator Assembly Shift Control; Hybrid Vehicle Generator Assembly; Hybrid Vehicle Motor

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- e. **Manual Transmission - Transfer Case Components:** ALL internally lubricated components and: Clutch Master Cylinder; Clutch Release Cylinder; Gears and Shafts; Hoses, Lines and Tubes; Seals and Gaskets; Shift Linkage and Cables; Transfer/Transmission Case; Transmission Mounts

E. Additional Benefits: The following benefits are available regardless of which Coverage Level You selected:

1. **Substitute Transportation Benefit:** If Your Covered Vehicle is inoperable and is undergoing a repair covered by this Agreement, or a repair covered by the manufacturer's warranty which would be covered by this Agreement, then You are entitled to reimbursement for Your substitute transportation expenses up to the limit specified below. Licensed professional rental agencies' or auto dealers' receipts will be required for reimbursement. Your Deductible does not apply to this benefit. For reimbursement please refer to Section VII.A: Claims.

a. **Benefit Limits**

i **POWERTRAIN: Up to \$35 per day for a maximum of 5 days per occurrence**

ii **GOLD: Up to \$35 per day for a maximum of 5 days per occurrence**

iii **PLATINUM: Up to \$50 per day for a maximum of 5 days per occurrence**

2. **Dislocation Benefit:** If You are over 150 miles from Your principal residence and Your vehicle is inoperable and requires overnight repairs covered by this Agreement, You are entitled to reimbursement for Your food and lodging expenses up to the limit specified below. Valid food and lodging receipts will be required for reimbursement. Your Deductible does not apply to this benefit. For reimbursement please refer to the "How to Submit Claims" section. This benefit will only apply upon authorization of a covered repair.

a. **Benefit Limits**

i **POWERTRAIN: Up to \$50 per day for a maximum of 4 days over the life of the Agreement**

ii **GOLD: Up to \$50 per day for a maximum of 4 days over the life of the Agreement**

iii **PLATINUM: Up to \$100 per day for a maximum of 5 days over the life of the Agreement**

3. **24-Hour Roadside Assistance Benefit:** On and after the date this Agreement is purchased, if You are in need of roadside assistance for Your Covered Vehicle, You must call the toll-free number 1-800-297-0486 for service. Only service requests provided through this number will be honored. Roadside assistance services are not available in areas where state providers are exclusively utilized. The roadside assistance benefits and limits are set forth below. Any parts required are not covered. If the cost of the service rendered exceeds the benefit amount, You will be required to pay the difference at the time of service in cash or by major credit card payable to the provider of the service. Your Deductible does not apply to this benefit.

a. The following benefits are available 24 hours a day, 365 days a year, to You when Your Covered Vehicle requires services anywhere in the continental United States of America or Canada:

i. Towing for Mechanical Failure and collision recovery due to a Mechanical Failure, to the nearest authorized service facility

ii. Dead Battery Jump-Starts

iii. Flat Tire Changes (Utilizing Your Covered Vehicle's inflated spare)

iv. Fuel Delivery – Up to a maximum of three (3) gallons of fuel, no more than two (2) times per month (except alternative fuel vehicles, including electric and fuel cell vehicles, which may be towed to an authorized charging or fueling station)

v. Lockout Service – Key cutting/replacement is not covered by this Agreement, it may be an extra cost to You and must be paid when service is rendered

vi. Minor roadside mechanical first-aid repairs or adjustments (e.g., to repair or replace hoses or belts that have dislodged or broken where practical)

vii Extricating/Winching from any ditch, mud, sand or snow, provided it has become disabled in an area immediately adjacent to a regularly traveled road, which can be serviced with standard automobile servicing equipment b. We will respond to each service request as quickly as weather and traffic conditions permit. We are not liable for any delays suffered by any driver or Customer of Your Covered Vehicle.

- c. Not covered are any roadside assistance services rendered for Your Covered Vehicle that are provided by or arranged through any person or entity other than Us or Our Administrator, except as follows: If We do not provide one of the requested roadside assistance services described above, and You obtain from a third party roadside assistance services that otherwise fall within the definition of covered roadside assistance services, then, upon presentation to the Administrator by You of documentation evidencing Your eligibility at the time of roadside assistance service, the Administrator shall reimburse You directly for any and all roadside assistance service fees incurred by You, up to a maximum amount of \$150 per service request, except for Fuel Delivery service. Fuel Delivery service reimbursement is limited up to a maximum of three (3) gallons of fuel, no more than two (2) times per month. (Service in the U.S. will be reimbursed up to \$150 USD and service in Canada will be reimbursed up to \$150 CND.) Alternative fuel vehicles (including electric and fuel cell vehicles), are ineligible for Fuel Delivery service reimbursement. Towing services for alternative fuel vehicles by a third party to an authorized charging or fueling station will be reimbursed. Licensed professional agencies' or other receipts will be required for reimbursement.

V. EXCLUSIONS FROM COVERAGE

- A. **This Agreement covers repairs to Covered Components that have suffered Mechanical Failure, as determined by the Administrator. This Agreement does not cover any breakdown, Mechanical Failure or expenses that are due to, result from, or are caused by**

any of the following:

1. Any condition that existed prior to the date You applied to purchase this Agreement or repairs to vehicles with damage caused by a previous improper repair.

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2. Failure caused by any direct or indirect modifications or parts not authorized or supplied by the vehicle manufacturer or Administrator.
 3. Failure caused by a non-covered component or any defect as a result of a non-covered component.
 4. Any component which has not failed, but which a repair facility recommends or requires to be repaired, replaced, or adjusted.
 5. Abuse, or damage by collision, upset or falling objects, larceny or attempted larceny, theft or attempted theft, fire, explosion, or negligence.
 6. Your failure to properly maintain the failed component(s).
 7. Lack of normal maintenance (for example: adjustments, alignment, tune-up, oil and filter change, etc.) and any conditions caused by lack of or improper maintenance (for example: engine failure due to sludge or overheating).
 8. Not maintaining proper levels of coolants, oils and/or lubricants or proper coolant/water ratio as specified by the manufacturer in Your Owner's Manual, Supplement and/or Guide and any conditions caused by not maintaining proper levels of coolants, oils and/or lubricants (for example: engine failure due to lack of lubrication or overheating).
 9. Contamination of fuels, fluids, coolants, oils or lubricants, including sludge, or other damage and any conditions caused by contamination of fuels, fluids, coolants, oils and/or lubricants.
 10. Rust or corrosion, or any conditions caused by rust or corrosion.
 11. Any alteration to Your Covered Vehicle or any component thereof that does not meet the manufacturer's specifications.
 12. Any use of Your Covered Vehicle not recommended by the manufacturer in Your Owner's Manual, Supplement and/or Guide.
 13. Acts of God, war, riot, insurrection, natural disasters including, but not limited to: freezing, extreme heat, windstorms, rainstorms, nuclear contamination, lightning, dust storms, hailstorms, snowstorms, ice storms, earthquakes or floods.
 14. Normal wear, which shall be a gradual reduction in operating performance of a component due to ordinary operation of a vehicle under recommended manufacturer operating and maintenance conditions.
- B. Coverage under this Agreement does not apply to any repairs covered by any other valid repair agreement, manufacturer's warranty, roadside assistance program, limited warranty, or insurance policy covering this Covered Vehicle, including manufacturer's recalls or factory bulletins, regardless of whether the obligor under such other agreement performs or fails to perform its obligations.
- C. Nor does coverage under this Agreement apply if Your Covered Vehicle:
1. Has been used for plowing snow, if not otherwise equipped to plow snow by the manufacturer, or is equipped in a condition or manner which exceeds the manufacturer's recommendations for Your Covered Vehicle.
 2. Has been used for competitive driving, racing or towing a trailer whose weight exceeds the manufacturer's recommendations for Your Covered Vehicle.
 3. Has been used for hire to public, or to transport people for hire.
 4. Has been used for professional emergency, or police services.
 5. Is a salvage vehicle.
- D. This Agreement does not cover the cost of the normal maintenance recommended in Your Owner's Manual, Supplement and/or Guide, or this Agreement.

VI. CONDITIONS TO COVERAGE:

- A. If any material information provided to the Administrator cannot be verified as accurate or is found to be deceptive, no coverage will apply under this Agreement and We will cancel this Agreement in accordance with Section IX.B.
- B. Coverage under this Agreement will not apply if You are not the owner/lessee of the Covered Vehicle at the time repairs are performed.
- C. Coverage under this Agreement will not apply to any repairs or roadside assistance performed outside the United States of America or Canada.
- D. Coverage under this Agreement will not apply to any charges for any unjustified inspection, diagnostics, or disassembly made in connection with a repair as determined by the Administrator.
- E. Except as expressly provided otherwise in this Agreement, this Agreement does not authorize You to recover incidental or consequential damages, including but not limited to personal injury, physical damage, property damage, loss of use, loss of time, storage charges, inconvenience, and commercial loss.
- F. Covered Component(s) which are directly and immediately damaged by the Mechanical Failure of another Covered Component will be considered for coverage as determined by the Administrator.
- G. If the Mechanical Failure of a Covered Component causes subsequent damage due to continued operation of Your Covered Vehicle, the subsequent damage will not be covered.
- H. Non-original manufacturer parts may be used to repair all vehicles at the discretion of the Administrator. I. The Administrator reserves the right to complete an independent third party inspection of Your Covered Vehicle prior to any repairs in order to determine coverage according to the terms of this Agreement.
- J. This Agreement does not cover vehicle reconditioning or repairs intended to prepare the Covered Vehicle for resale, including but not limited to: car lots, used car brokerages, auction facilities, wholesalers, and dealers.
- K. You MUST take Your Covered Vehicle to Your Selling Dealer for all repairs covered under this Agreement. If this is not possible, You must contact the Administrator PRIOR TO PROCEEDING WITH REPAIRS by calling TOLL FREE: 1-800-228-8559.

VII. CLAIMS

A. How to Submit a Claim:

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1. **You must obtain prior authorization from the Administrator before You have repairs made. Parts reimbursements will be calculated based on manufacturer's suggested retail price (MSRP). Labor reimbursements will be calculated based on standard industry practices, as determined by the Administrator. Notice of loss should be made as soon as reasonably possible.**
2. **EMERGENCY/AFTER HOURS REPAIRS:** If Your Covered Vehicle becomes inoperable outside of normal business hours and You cannot reach the Administrator, You may proceed with necessary repairs, but all other terms and conditions of this Agreement will apply. You will be required to provide written documentation regarding the Mechanical Failure and any repairs. Parts must be available for inspection. You or Your Selling Dealer must contact the Administrator the next business day for determination of coverage.
3. Follow these steps to submit a claim:
 - a. Step 1: Contact Your Selling Dealer for all repair work. If this is not possible, then You must contact the Administrator PRIOR TO PROCEEDING WITH REPAIRS. Call **TOLL FREE: 1-800-228-8559**.
 - b. Step 2: Present Your Agreement to Your Selling Dealer or the repair facility when requesting repairs on Your Covered Vehicle.
 - c. Step 3: Your Selling Dealer or the repair facility must call to obtain authorization on Your behalf prior to proceeding with repairs.
 - d. Step 4: Present Your valid Substitute Transportation and Dislocation receipts to Your Selling Dealer or the repair facility. e. Step 5: Upon completion of covered repairs You pay only Your Deductible (if applicable), plus any charges for non covered repairs or services.
 - f. Step 6: Keep Your repair order and all other service-related documents with Your Agreement for future reference. B. HOW TO CALL FOR ROADSIDE ASSISTANCE: Please call **TOLL FREE: 1-800-297-0486**, 24-hours a day, 365 days a year. When calling for roadside service, please have the following information available:
 1. Exact location of the Covered Vehicle
 2. VIN
 3. Description of the Covered Vehicle's problem or condition
 4. Telephone number where You can be reached
- C. **SHOULD YOU NEED ADMINISTRATOR ASSISTANCE:** Please call the Administrator **TOLL FREE: 1-800-228-8559**, from 7 a.m. to 7 p.m. Central Time, Monday – Friday, or Saturday from 8 a.m. to 1 p.m. Central Time. Or write to: **ADMINISTRATOR, P.O. BOX 661012, DALLAS, TX 75265**.

VIII. TRANSFER

- A. **This Agreement is transferable only if (1) it has not been previously transferred, (2) it is being transferred between private parties (excluding vehicle retail outlets), (3) the original owner of this Agreement signs below to authorize the transfer or provides written authorization for transfer, (4) all portions of the manufacturer's warranty for Your Covered Vehicle are transferable to subsequent owners, (5) You transfer the manufacturer's warranty to the subsequent owner if required by the vehicle manufacturer.**
- B. **If You sell Your Covered Vehicle and wish to transfer this Agreement to the next owner of the Covered Vehicle, and if this Agreement is transferable as described above, You must submit the transfer request to the Administrator or send written notification with the information required below within ninety (90) days of the change of ownership. To request a transfer, complete the transfer information requested below. Then send the complete Agreement, or written notification, and a Release of Lien (if applicable), to: ADMINISTRATOR, P.O. BOX 661012, DALLAS, TX 75265. There is no fee for transfer of this Agreement.**

Transfer Information:

New Owners' Name:

Address:

Phone:

Transfer Date:

Agreement Number: 62806456

Transfer Authorization Signature (Original Owner):

- IX. **CANCELLATION AND REFUND:** Please see Section XIV for cancellation and refund information specific to a particular state as it may be different than what is printed within this section. If You have any questions regarding cancellation, You may contact the Administrator at 1-800-228-8559. **This Agreement is not renewable.**

A. Your Right to Cancel:

1. You may cancel this Agreement for any reason at any time, including if the Vehicle is lost, stolen, destroyed, or sold. For cancellation assistance, please contact the Administrator at 1-800-228-8559.
- 2 To cancel this Agreement and request a refund, do one of the following:

a. Contact Your Selling Dealer

b. Send this original Agreement, with a letter signed by You requesting cancellation including the date of cancellation and current odometer reading on the Covered Vehicle, to the Administrator, P.O. BOX 661012, DALLAS, TX 75265.

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3. The cancellation will be effective when received by the Administrator. If the Administrator has notice of a Lienholder or Lessor and a Release of Lien is not provided, any refund will be paid either to the Lienholder/Lessor or jointly to You and the Lienholder/Lessor at the discretion of the Administrator; any refund due to the repossession, charge-off or total loss of the Covered Vehicle will be paid to the Lienholder/ Lessor.

a. If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, You will receive a full refund of the Agreement Purchase Price (including any state sales tax as required by law).

b. If cancelled after thirty (30) days, You will receive a pro-rata refund calculated based upon the elapsed time from the Agreement Purchase Date or elapsed mileage from the Agreement Purchase Date, whichever is less, minus a \$50 processing fee.

4. Any refunds will be paid within thirty (30) days of the receipt of cancellation by either Us or Your Selling Dealer. 5. The refund will be computed based on the date the Administrator receives the request for cancellation. In the event this Agreement is cancelled, We will not be responsible for bank fees, late charges, or monetary loss as a result of any refund issued.

6. No claims paid will be deducted from any refund owed.

B. Our Right to Cancel:

1. We may cancel this Agreement at any time for any of the following reasons:

a. **If Your Covered Vehicle odometer has been altered, or has been inoperable for more than ten (10) days, so as to reflect an incorrect or misleading reading.**

b. **If Your Covered Vehicle has been determined to be a salvage, scrap or dismantled vehicle as defined by applicable state law.**

c. **If You make a material misrepresentation, including but not limited to a submission of a fraudulent claim, in connection with this Agreement.**

d. **If Your Covered Vehicle Identification Number (VIN) has been altered.**

e. **If Your Covered Vehicle has been used for plowing snow, if not otherwise equipped to plow snow by the manufacturer, or is equipped in a condition or manner which exceeds the manufacturer's recommendations for Your Covered Vehicle.** f. **If Your Covered Vehicle has been used for competitive driving, racing or towing a trailer whose weight exceeds the manufacturer's recommendations for Your Covered Vehicle.**

g. **If Your Covered Vehicle has been used for hire to public, or to transport people for hire.**

h. **If Your Covered Vehicle has been used for professional emergency or police services.**

i. **If You fail to pay the Agreement Purchase Price when due.**

j. **If You substantially breach Your duties under this Agreement.**

2. If We cancel this Agreement within thirty (30) days of the Agreement Purchase Date, You will receive a full refund of the Agreement Purchase Price (including any state sales tax as required by law). If cancelled after thirty (30) days: You will receive a pro-rata refund calculated based upon the elapsed time from the Agreement Purchase Date or elapsed mileage from the Agreement Purchase Date, whichever is less. If the Administrator has notice of a Lienholder or Lessor and a Release of Lien is not provided, any refund will be paid either to the Lienholder/Lessor or jointly to You and the Lienholder/Lessor at the discretion of the Administrator; any refund due to the repossession, charge-off or total loss of the Covered Vehicle will be paid to the Lienholder/ Lessor. If We cancel this Agreement, notice of cancellation will be mailed to You at Your last known address stating the effective date and reason for cancellation.

3. Any refunds will be paid within thirty (30) days of the effective date of the cancellation.

4. No claims paid will be deducted from any refund owed.

C. Lienholder/Lessor Rights: Lienholder/Lessor shall have no rights under this Agreement except that a Lienholder/Lessor shall have the right to cancel this Agreement and receive a refund as set forth above in Section IX.A: Your Right To Cancel provided: 1. The request is made in writing;

2. The Lienholder/Lessor's contract includes the purchase price of this Agreement, and;

3. The Lienholder/Lessor notifies the Administrator that a repossession, charge-off, or total loss has occurred.

X. INSURANCE: This Agreement is not a vehicle warranty or an insurance policy. Obligations under this Agreement are backed by the full faith and credit of the Obligor and are not guaranteed under a motor vehicle service contract reimbursement insurance policy unless expressly stated otherwise in Section XIV.

XI. ARBITRATION: You agree that any claims arising from or relating to this Agreement or related agreements or relationships, including the validity, enforceability, arbitrability or scope of this Arbitration Provision ("Provision"), at Your or Our election, are subject to arbitration. This includes, without limitation, claims in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, and claims asserted by You against Us, and the following Covered Parties: Obligor, as defined in this Agreement, and/or any of Our or its affiliates and/or any of Our or their employees, officers, successors, assigns or against any third party providing any product or service in connection with the Agreement that You name as a co-defendant in any action against any of the foregoing. However, only a court (and not an arbitrator) shall determine the validity and effect of this Provision's ban on class actions, class wide arbitrations and similar proceedings (which appears in bold type below) (the "Class Action Waiver"). Any arbitration shall be administered by this administrator: JAMS (its rules may be obtained by contacting it at 1920 Main Street, Suite 300, Irvine, CA 92614); provided that no arbitration may be administered without the consent of all parties to the arbitration by any organization that has in place any formal or

informal policy that is inconsistent with and purports to override the terms of this Provision. In all cases, the arbitrator must be a lawyer with at least 10 years of experience or a retired judge. Such claims shall be resolved in accordance with (i) the Federal Arbitration Act (the "FAA"); (ii) the administrator's rules and procedures in effect at the time the claim is filed; and (iii) this Provision. Any arbitration hearing at which You appear shall be conducted at a location in close proximity to where You live. The arbitrator shall apply applicable substantive law consistent with the FAA (and not by any state law concerning arbitration) and shall award such remedies, if any, that would be available in court if arbitration had not been elected. The arbitrator shall follow applicable statutes of limitations

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and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the award. If You cannot afford to pay and cannot obtain a waiver of the fees charged by the administrator or arbitrator or if You believe that such fees are or will be prohibitively expensive or excessive, We and the Covered Parties will entertain in good faith any reasonable written request by You for Us and the Covered Parties to pay or reimburse You for all or part of such fees. In any event, if applicable law requires Us and the Covered Parties to pay or reimburse You for any such fees, such law will control. Each party shall bear the expense of that party's attorneys, experts, and witnesses, regardless of which party prevails in the arbitration, unless applicable law and/or the Agreement gives a party the right to recover any of those fees from the other party. **We, the Covered Parties and You are prohibited from participating in a class action or private attorney general action in court or class wide arbitration with respect to any claims We, the Covered Parties or You have asserted against one another or other beneficiaries of this Provision. There should also be no joinder or consolidation of parties, except for multiple parties to this Agreement.** In the event of a conflict or inconsistency between this Provision, on the one hand, and the applicable arbitration rules of the administrator or the other provisions of the Agreement on the other hand, this Provision shall govern. If any portion of this Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the other provisions of this Provision or this Agreement; provided however, that if the Class Action Waiver is deemed invalid, then this entire Provision shall be null and void, subject to the right of any party to appeal the determination of invalidity with respect to the Class Action Waiver. You will not be subject to this Provision for any individual claim brought by You in small claims court or Your state's equivalent court, unless such claim is transferred, removed or appealed to a different court. With respect to any claims covered by this Provision, a party who has asserted a claim in a lawsuit in court may elect arbitration, or may be required to arbitrate, with respect to any claim(s) subsequently asserted in that lawsuit by that party or any other party(ies). IF ANY PARTY ELECTS ARBITRATION WITH RESPECT TO A CLAIM, NEITHER YOU OR WE NOR ANY COVERED PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT; TO HAVE A JURY TRIAL ON THAT CLAIM; TO ENGAGE IN PREARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES OF THE ADMINISTRATOR; OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO SUCH CLAIM. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING EXCEPT FOR A LIMITED RIGHT TO APPEAL AS PROVIDED IN THE FAA. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY NOT BE AVAILABLE IN ARBITRATION. This Provision is made pursuant to a transaction in interstate commerce, and shall be governed by the FAA. Judgment upon the award may be entered in any court having jurisdiction.

XII. SEVERABILITY: Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid pursuant to applicable laws. If any provision of this Agreement is prohibited by or invalid pursuant to applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

XIII. COMPLETE AGREEMENT: This Agreement contains the entire agreement between You and Us with respect to the repair of the Covered Vehicle and the other benefits provided in this Agreement. This Agreement may be modified only by a written agreement signed by both You and Us.

XIV. Please see this section for cancellation and refund information specific to each particular state. If you have any questions regarding cancellation, You may contact the Administrator at 1-800-228-8559.

STATE-SPECIFIC AMENDMENTS

THE FOLLOWING TERMS SHALL APPLY WHEN AGREEMENT IS PURCHASED IN THE FOLLOWING STATE:

