

Wrap+Plus Care for Pro Certified Lifetime

VEHICLE SERVICE CONTRACT PROOF OF REGISTRATION

PROOF OF REGISTRATION				Today's Date (CONTRACT SALE DATE)			
Name of Purchaser				Dealer Code	Contract Number		
Address	City	State	Zip	Contract Sale Date	Contract Sale Mileage		
Dealer		Telephone		Expiration Date	Expiration Mileage		
Address	City	State	Zip	Year	Make		
CHECK (🗸) VEHICLE CYLINDERS				Vehicle Identification Number (Vehicle)			
CYLINDERS (check one) 3 4 5 6 8 10				Contract Term MONTHS/MILES	Model	Class	
Wrap+Plus Care for Pro Certified Lifetime				Vehicle Purchase Price	Service Co	ntract Price	
CHECK (🖌) PROGRAM COVERAGE				Covered Components/Parts Per Contract Terms			
VEHICLE COVERAGE	NEW OR NEAR-NEW USED			Lienholder (if applicable)			
Wrap+Plus Preferred Care SM							
Wrap+Plus Care for Pro Certified Lifetime may only be purchased when a Pro Certified Lifetime Limited Powertrain Warranty has been issued by Your Dealer. If You have not received Your Pro Certified Lifetime Limited Powertrain Warranty form from Your Dealer, please contact Your Dealer immediately.				DEDUCTIBLE OPTIONS See Contract terms for detail. \$100 Deductible \$100 Disappearing Deductible \$200 Deductible Variable Deductible			

"We," "Us," and "Our" mean CNA National Warranty Corporation – Florida, the obligor of this Contract, 4150 N. Drinkwater Boulevard, Suite 400, Scottsdale, AZ 85251, 800-345-0191.

Our obligations to You under this Contract are guaranteed under Service Contract Reimbursement Insurance Policy No. WNC0045003 issued by The Continental Insurance Company, 333 S. Wabash Ave., Chicago, IL 60604, 312-822-5000. You may make a claim with The Continental Insurance Company if We do not settle Your claim or provide service within sixty (60) days of receipt of Your proof of loss.

"You" and "Your" mean the purchaser and any other co-purchaser as listed on the original purchase agreement for Your Vehicle listed above. Words and phrases that have particular meaning are Capitalized throughout this Contract and are defined in Section 1, "Definitions." This Contract is not an insurance policy and the Service Contract Price charged for this Contract is not regulated by the Florida Office of Insurance Regulation.

The purchase of this Contract is not required to either purchase or obtain financing for Your Vehicle.

By signing below You acknowledge that You have read and accept the provisions of this Contract as a complete statement of Your coverage and rights, and that You are not relying on any writings or any other representations or promises other than this Contract.

Should You have any questions concerning coverage or benefits under this Contract, You may call Us at 800-722-4758, extension 444.

Purchaser/Authorized Signature

Date

Dealership Salesperson's Signature

Date

CNA NATIONAL WARRANTY CORPORATION. – FLORIDA, LICENSE #60098

Canary: Lienholder • Pink: CNA National Warranty Corp. - Florida • Gold: Dealer • White: Purchaser

OUR AGREEMENT

SECTION 1. DEFINITIONS

The following words and phrases have special meaning and appear throughout this Contract.

"Breakdown": The failure of a Covered Part to perform its intended function due to defects in materials or faulty workmanship in its manufacture.

"Contract": This document including its terms and conditions.

"Contract Sale Date": The date that You purchased this service Contract as listed on Page 1 of this Contract.

"Contract Sale Mileage": The mileage on Your Vehicle's odometer on the Contract Sale Date as listed on Page 1 of this Contract.

"Cost(s)": The actual amounts charged by a licensed repair facility for labor and parts to repair or replace Covered Parts due to a Breakdown, as authorized by Us, and subject to the terms and conditions of this Contract. Parts Costs are limited to the suggested retail prices of Your Vehicle's manufacturer. **Replacement parts may be new**, **remanufactured**, **non-original equipment manufacturer's parts or parts of a like kind and quality when available and as deemed appropriate by Us in Our sole discretion**. Labor time Costs are limited to the repair times listed in the current year's national, flat-rate hourly labor guide and the repair facility's current, retail, hourly labor rate. In conjunction with a covered Breakdown, We will reimburse You or pay a licensed repair facility to cover Costs for fluids, filters, seals, gaskets, alignments and taxes. You must pay for all diagnostic, disassembly, service, repair and other charges not authorized by Us.

"Covered Parts": Any of those parts of Your Vehicle described in Section 4, "Coverage Details" and subject to the conditions and exclusions listed in Section 7, "Non-Covered Parts, Services and Conditions."

"Dealer": The automobile dealership from whom You purchased Your Vehicle as listed on Page 1 of this Contract.

"Deductible": The portion of the Repair Costs that You must pay for each covered Breakdown, as shown on Page 1 of this Contract and subject to the terms, limitations and exclusions of this Contract, including but not limited to Section 3, "Deductible."

"Full Factory Warranty": The manufacturer's full warranty provided at no additional cost to You, that covers repairs to correct any defect related to material or workmanship.

"Limited Warranty": Your Pro Certified Lifetime Limited Powertrain Warranty that has been issued to You by Your Dealer.

"Near-New Vehicle": Any eligible Vehicle that is not a New Vehicle and which at the Contract Sale Date and Contract Sale Mileage, has the Full Factory Warranty remaining and any manufacturer's extended warranty in force, including but not limited to manufacturers' extended warranties that must be properly transferred. Near-New Vehicles are eligible for coverage anytime during the term of the Full Factory Warranty.

"New Vehicle": Any eligible Vehicle that, at the Contract Sale Date and Contract Sale Mileage, has the Full Factory Warranty remaining and any manufacturer's extended warranty in force, including but not limited to manufacturers' extended warranties that must be properly transferred. New Vehicles are eligible for coverage when Your Vehicle is plus or minus one model year from the current model year as of the Contract Sale Date and has twelve thousand (12,000) miles or less on the odometer. "Non-Covered Conditions": Any of those conditions described in Section 7, "Non-Covered Parts, Services and Conditions."

"Non-Covered Parts": Any of those parts of Your Vehicle described in Section 7, "Non-Covered Parts, Services and Conditions."

"Non-Covered Services": Any of those services described in Section 7, "Non-Covered Parts, Services and Conditions."

"Repair Costs": Shall have the same meaning as Costs.

"Subsequent Damage": Damage caused to Non-Covered Part(s) by Covered Part(s) or damage caused to Covered Part(s) by Non-Covered Part(s).

"Used Vehicle": Any eligible Vehicle other than a New Vehicle or Near-New Vehicle. You must purchase this Contract on the same date that You purchase Your Used Vehicle.

"Vehicle": The passenger car, van, sport utility or light truck, one and onehalf (1½) ton capacity or less, described on Page 1 of this Contract.

"We," "Us," and "Our": A party to and the obligor of this Contract, as listed on Page 1 of this Contract.

"You" and "Your": The purchaser of the Vehicle as listed on Page 1 of this Contract.

SECTION 2. AGREEMENT

In consideration of the Service Contract Price, as listed on Page 1 of this Contract, We agree to reimburse You or pay a licensed repair facility directly for Repair Costs required to repair or replace Covered Parts that fail due to a covered Breakdown, less Your Deductible, subject to all terms, limitations and exclusions contained in this Contract. We will provide the coverage detailed in Section 4, "Coverage Details," only to You for Your Vehicle and for the Contract Term of this Contract as listed on Page 1, for the duration of the term set forth in Section 12, subsection B, "Contract Term," subject to all terms, limitations and exclusions in this Contract. As a condition of coverage, You agree to maintain Your Vehicle according to the manufacturer's specifications and as detailed in Section 8, "Your Responsibilities for Service and Maintenance."

SECTION 3. DEDUCTIBLE

The Deductible is the portion of the Repair Costs that You must pay for each covered Breakdown, as reflected by a checked or marked box on Page 1 of this Contract in the box titled, "Deductible Options." Your Deductible does not apply to Section 5, subsection A, "Rental Car," subsection B, "Travel and Lodging" or Section 6, "Roadside Assistance."

- A. **\$100 DEDUCTIBLE:** When Page 1 shows a check box or otherwise marked selection of "\$100 Deductible," Your Deductible for each covered Breakdown will be one hundred dollars (\$100).
- B. DISAPPEARING DEDUCTIBLE: When Page 1 shows a check box or otherwise marked selection of "\$100 Disappearing Deductible," You pay no Deductible when covered repairs are performed by the Dealer listed on Page 1 of this Contract; however, if You have covered repairs performed at a repair shop other than the Dealer listed on Page 1, Your Deductible will be one hundred dollars (\$100) per covered Breakdown repair visit.
- C. **\$200 DEDUCTIBLE:** When Page 1 shows a check box or otherwise marked selection of "\$200 Deductible," Your Deductible for each covered Breakdown will be two hundred dollars (\$200).

- D. VARIABLE DEDUCTIBLE: When Page 1 shows a check box or otherwise marked selection of Variable Deductible, Your Deductible will be determined at the time of repair for a covered Breakdown according to the following charts:
 - 1. NEW VEHICLE AND NEAR-NEW VEHICLE VARIABLE DEDUCTIBLE

If the Total Repair Cost is:	Your Deductible is:		
\$1 to \$200	\$0		
\$201 to \$400	\$25		
\$401 to \$700	\$50		
\$701 to \$1,000	\$75		
\$1,001 and over	\$100		

2. USED VEHICLE VARIABLE DEDUCTIBLE

If the Total Repair Cost is:	Your Deductible is:		
\$1 to \$200	\$25		
\$201 to \$400	\$50		
\$401 to \$700	\$75		
\$701 and over	\$100		

SECTION 4. COVERAGE DETAILS

This Wrap+Plus Preferred Care Contract covers Repair Costs resulting from a Breakdown except for items excluded in Section 7, "Non-Covered Parts, Services and Conditions." We will pay the Costs to repair or replace Covered Parts that fail due to a Breakdown, less Your Deductible, subject to the terms, limitations and exclusions contained in this Contract. Coverage under this Contract is limited to the original equipment of Your Vehicle or like replacements of Your Vehicle's original equipment and is subject to the Limits of Liability detailed in Section 12, subsection E, "Limits of Liability." As deemed appropriate by Us in Our sole discretion, repairs may be made with new parts, remanufactured parts, non-original equipment, manufacturer's parts or parts of a like kind and quality when available. Coverage under this Contract begins on the Contract Sale Date, listed on Page 1 of this Contract, and continues until the Expiration Date or Expiration Mileage listed on Page 1 of this Contract and detailed in Section 12, subsection B, "Contract Term," is reached or until Our Limits of Liability as detailed in Section 12, subsection E, "Limits of Liability," is reached.

SECTION 5. EXPENSE REIMBURSEMENT

A. RENTAL CAR:

- 1. When this Contract is in effect and You are unable to drive Your Vehicle due to a covered Breakdown, subject to the terms, limitations and exclusions contained in the Contract, We will reimburse You for Your costs actually incurred for a rental car from a licensed rental agency. We will pay no more than thirty-five dollars (\$35) for any twenty-four (24)-hour period and in no event will our payment be more than two hundred forty-five dollars (\$245) during any single repair event. You must incur this expense between the date of the Breakdown and the date that covered repairs are completed.
- 2. When this Contract is in effect and You have a covered claim under Your Limited Warranty and You are unable to drive Your Vehicle, then subject to the terms, limitations and exclusions contained in the Contract, We will reimburse You for Your costs actually incurred for a rental car from a licensed rental agency. We will pay no more than thirty-five dollars (\$35) for any twentyfour (24)-hour period and in no event will our payment be more than two hundred forty-five dollars (\$245) during any single repair

event. You must incur this expense between the date of the covered claim and the date that covered repairs are completed.

3. Rental car reimbursement will be paid under paragraph 1 or 2 of this section, but in no event will the benefits in paragraphs 1 and 2 be combined or applied consecutively, even if repairs are made at the same time pursuant to both this Contract and Your Limited Warranty.

B. TRAVEL AND LODGING:

- 1. When this Contract is in effect and You are unable to drive Your Vehicle due to a covered Breakdown and, as a result, You are stranded overnight more than one hundred (100) miles from Your home, We will reimburse You for costs actually incurred for lodging and meals. You must incur these expenses between the date of the covered Breakdown and the date that covered repairs are completed. We will pay no more than seventy-five dollars (\$75) for any twenty-four (24)-hour period and in no event will our payment be more than two hundred twenty-five dollars (\$225) during any single repair event.
- 2. When this Contract is in effect and You have a covered claim under Your Limited Warranty and You are unable to drive Your Vehicle and, as a result, You are stranded overnight more than one hundred (100) miles from Your home, We will pay You for lodging and meals. You must incur these expenses between the date of Breakdown and the date that covered repairs are completed. The limit is two hundred twenty-five dollars (\$225), not to exceed seventy-five dollars (\$75) per twenty-four (24)hour period.
- 3. Travel and Lodging reimbursement will be paid under paragraph 1 or 2 of this section, but in no event will the benefits in paragraphs 1 and 2 be combined or applied consecutively, even if repairs are made at the same time pursuant to both this Contract and Your Limited Warranty.
- C. PRO CERTIFIED LIFETIME LIMITED POWERTRAIN WARRANTY DEDUCTIBLE: This provision applies only so long as this Contract is in effect, has not been cancelled or terminated, and the Limits of Liability have not been reached. When You have a covered claim under Your Limited Warranty You will only be responsible for paying the lesser of: Your selected Deductible as listed on Page 1 of this Contract or the deductible then in effect for Your Limited Warranty. We will pay on Your behalf any amount of Your Limited Warranty deductible which is greater than the selected Deductible as listed on Page 1 of this Contract. However, when You have both a covered claim under Your Limited Warranty and a concurrent covered claim under this Contract, You are responsible for both the deductible under Your Limited Warranty, subject to reimbursement as provided for in this section, and the Deductible under this Contract.
- D. SEALS AND GASKETS: Subject to the terms, limitations and exclusions contained in this Contract, when You have a failure of a Covered Part, as defined under either Your Limited Warranty or this Contract, involving the failure of a seal or gasket, We will pay You or a licensed repair facility for the Costs to repair or replace all failed Covered Parts listed in Your Limited Warranty and this Contract.

SECTION 6. ROADSIDE ASSISTANCE

Non-accident emergency roadside service is provided to You by Road America and reimbursement by Us to Road America. For non-accidentrelated emergency roadside service caused by Covered Emergencies listed in subsection A below, You may call Road America at 1-855-279-5023 for dispatch sign-and-drive service to Your location. If You elect to contact Road America to provide emergency roadside service, reimbursement by Us to Road America will be no more than fifty dollars (\$50) per non-tow occurrence and no more than one hundred dollars (\$100) for towing. Any charges above the amounts reimbursed by Us to Road America are Your responsibility.

At Your option, You may call Your own service provider for assistance. If You elect to call Your own service provider for assistance, You must pay for the service and request reimbursement for the charges from Us. Reimbursement for charges incurred from Your own service provider will be no more than fifty dollars (\$50) per non-tow occurrence and no more than one hundred dollars (\$100) for towing.

You must remain with Your Vehicle and be present when the service provider arrives. The reimbursement benefit for Road America roadside assistance is limited to one (1) occurrence per seven (7)-day period.

- A. COVERED EMERGENCIES: The following are Covered Emergencies:
 - 1. **FLAT TIRE ASSISTANCE:** Covered service consists of the removal of the flat tire from Your Vehicle and its replacement with the spare tire.
 - FUEL, OIL, FLUID AND WATER DELIVERY SERVICE: Covered service consists of delivery of an emergency supply of fuel, oil, fluid and water when Your Vehicle is in immediate need. You must pay for the fuel or other fluid when it is delivered.
 - 3. LOCK-OUT ASSISTANCE: Covered service consists of assistance to gain entry into Your Vehicle when Your keys are locked inside Your Vehicle.
 - 4. **BATTERY ASSISTANCE:** Covered service consists of a jump start for Your Vehicle when Your Vehicle's battery has become discharged.
- B. NON-COVERED EMERGENCIES: The following are not included as part of the Roadside Assistance benefit:
 - 1. Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products.
 - 2. Non-emergency mounting or removing of any tires, snow tires, off-road tires, or similar items.
 - 3. Tire repair at any location other than a roadside disablement site.
 - 4. Coverage for trucks over one and one half-ton (1½) capacity.
 - 5. Service for any vehicle in tow; towing from service or repair work performed at a service station, garage or repair shop; non-emergency towing or other non-emergency service; impound towing or towing by other than an authorized service provider; towing at the direction of a law enforcement officer relating to traffic obstruction; impoundment, abandonment, illegal parking, or other violations of law; a second tow for the same disablement; towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.; or service on Your Vehicle that is not in a safe condition to be towed.
 - 6. Damage or disablement due to fire, flood or vandalism; extrication; or winching.
 - 7. Coverage shall not be provided in the event of emergencies resulting from Your use of intoxicants or controlled substances, or the use of Your Vehicle in the commission of a crime.
 - 8. Any and all taxes or fines or vehicle storage charges.

SECTION 7. NON-COVERED PARTS, SERVICES AND CONDITIONS

Non-Covered Parts, Non-Covered Services and Non-Covered Conditions are listed below. This Contract does not cover Subsequent Damage to parts. It is Your responsibility to pay for expenses related to and for the cost of Non-Covered Services, as well as, replacing, repairing or adjusting Non-Covered Parts.

- A. NON-COVERED PARTS: This Contract does not cover and We will not pay for the replacement of the following Non-Covered Parts, nor will We pay for any repairs necessitated by the failure of such parts:
 - 1. Accessory drive belt(s), hoses, tubes and clamps
 - 2. Antenna mast, mirrors and steering wheel
 - 3. Audio speakers and wiring, and cellular telephone
 - 4. Battery, fuses and fusible links
 - 5. Body, body panels, body fasteners, chassis frame and bumpers
 - 6. Brake drums, rotors, pads and linings
 - 7. Bright metal, trim, upholstery, insulation and paint
 - 8. Carpet
 - 9. Convertible top
 - 10. Drivetrain assembly
 - 11. Engine
 - 12. Exhaust system and catalytic converter
 - 13. Filters and filter housings
 - 14. Front-wheel drive
 - 15. Glass, lenses, sealed beams and light bulbs
 - 16. Jack and tool kit, wheel lugs and lug nuts
 - 17. Manual transmission clutch disc, pressure plate and throw-out bearing
 - 18. PCV valve and fuel vapor canister
 - 19. Radiator cap
 - 20. Rear-wheel drive
 - 21. Seat-belt assembly, air-bag system and sensors
 - 22. Shock absorbers, tires, wheels and wheel covers
 - 23. Spark plugs, plug wires and glow plugs
 - 24. Transfer case/all-wheel drive assembly
 - 25. Transmission
 - 26. Windshield wiper inserts
 - 27. Any parts or components of a natural gas/propane fuel system
 - 28. Any part(s) that serve the same function as one of the above listed parts
 - 29. Any other parts or components that are covered by Your Limited Warranty
- B. NON-COVERED SERVICES: This Contract does not cover and We will not pay for the following Non-Covered Services:
 - 1. Addition or replacement of coolants, fluids, lubricants and refrigerants
 - 2. Alignment of front end, glass, bumpers or any other body part
 - 3. Cleaning of cooling and fuel systems
 - 4. Corrections of air and water leaks
 - 5. Corrections of wind noise, squeaks and rattles
 - 6. Engine tune-up
 - 7. Ignition and fuel systems adjustments and calibrations
 - 8. Scheduled maintenance services
 - 9. Removal of carbon, sludge, varnish or other contaminants
 - 10. Repair or replacement of any Non-Covered Part
 - 11. Transmission service
 - 12. Wheel balancing

- 13. Any repair or maintenance procedure that produces the same result as one of the above-listed services
- C. NON-COVERED CONDITIONS: This Contract does not cover and We will not pay for the following Non-Covered Conditions:
 - 1. ANY EXPENSE INCURRED IN CONNECTION WITH REPAIRS PERFORMED WITHOUT PRIOR AUTHORIZATION FROM US.
 - Any loss or expense if Your Vehicle is used for plowing snow; competitive driving; racing; towing a trailer whose weight exceeds Your Vehicle manufacturer's recommendations for Your Vehicle; hire to the public or to transport people for hire; municipal or professional emergency or police services (unless voluntary emergency services; vehicle must be titled in Your name).
 - 3. Your Vehicle if it is equipped with a flat bed, dump bed, commercial towing equipment, cherry picker, lifting or hoisting equipment, or is not titled in Your name.
 - Your Vehicle if it is a step van, high-cube van or box body; cab and chassis or other incomplete vehicle; over one and one-half ton (1¹/₂) capacity or has right-hand steering.
 - 5. Any damage due to collision or upset, breakage of glass, missile or falling objects; fire; theft, larceny; explosion, earthquake, windstorm, hail, water, flood; rust, corrosion, contamination, foreign objects; malicious mischief, vandalism, riot or civil commotion; lightning, nuclear contamination, acid rain, fading, environmental or industrial fallout; freezing, ultraviolet rays, rotting, mold, or smoke.
 - 6. Any loss normally covered by an automobile insurance policy, including injury or death to any person or persons.
 - 7. Any Breakdown covered by any limited warranty, manufacturer's warranty, recalls, campaigns, repairer's guarantee, road club or any other guarantee, warranty or insurance policy.
 - 8. Any part that the United States Environmental Protection Agency ("EPA") has determined is emissions-related and that is included on a current list published by the EPA of such parts and is within the EPA emissions warranty time and mileage period. This restriction also applies to emissions-related parts as determined by Your state's emissions regulatory authority.
 - Any expense for the modification, replacement, or alteration of existing parts or systems necessitated by the replacement of obsolete, superseded or unavailable parts with current replacement parts in excess of the cost of the failed part.
 - 10. Any Breakdown caused by sludge buildup, contaminants, foreign objects; improper amount or type of fluids, lubricants, coolants or refrigerants, or a Breakdown related to failure to perform scheduled maintenance as set forth in Section 8, "Your Responsibilities for Service and Maintenance."
 - 11. Any damage resulting from continued operation or caused by Your failure to take reasonable precautions, such as stopping Your Vehicle immediately or having it towed, to prevent further damage when an apparent problem exists.
 - 12. Any resulting damage to or from a Non-Covered Part.
 - 13. Any Breakdown if the odometer is inoperative or has been altered or tampered with during the time You owned Your Vehicle so that the actual mileage cannot be determined.
 - 14. Any loss of time, inconvenience, interruption of business, storage charges, loss of profits or income, or other consequential damages.

- 15. Your Vehicle if it has been modified with any alterations to the powertrain, including tire or wheel sizes or the exhaust system not approved by the manufacturer of Your Vehicle.
- 16. Any aftermarket or non-original equipment manufacturer's parts or any other modifications installed at any time, which affect the operation, function or design of a Covered Part.
- 17. Fees or expenses charged for shop supplies and the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials.
- 18. Your Vehicle if its manufacturer has voided or rescinded the Full Factory Warranty.
- 19. Your Vehicle if it has been salvaged or declared a total loss, or its title has been branded.
- 20. Your Vehicle if it is used for business, commercial or governmental purposes.

SECTION 8. YOUR RESPONSIBILITIES FOR SERVICE AND MAINTENANCE

IF YOU FAIL TO MAINTAIN YOUR VEHICLE ACCORDING TO THE REQUIREMENTS BELOW, COVERAGE UNDER THIS CONTRACT WILL BE RESTRICTED OR DENIED.

A. REQUIRED MAINTENANCE:

- 1. It is Your responsibility to maintain and service Your Vehicle according to the service and maintenance schedule published by the manufacturer of Your Vehicle. If You fail to maintain Your Vehicle according to the service and maintenance schedule published by the manufacturer of Your Vehicle and Your failure to maintain Your Vehicle is a cause of a Breakdown, Your claim will be restricted or denied.
- 2. When a known problem exists with Your Vehicle, it is Your responsibility, and You must take all reasonable steps and use all reasonable means, to protect Your Vehicle from further damage resulting from continued operation of Your Vehicle.
- B. REQUIRED RECORDKEEPING: You must keep repair orders and maintenance receipts issued by the repair facility that serviced Your Vehicle. Each repair order should show the date of repair, the odometer reading on that date, and a detailed listing of the services performed and parts replaced.
- C. SELF-SERVICE AND MAINTENANCE: If You perform Your own maintenance services, You must retain proof-of-purchase receipts. The receipts must clearly show the date the service was performed and the parts/lubricants replaced. The receipts must include a notation of the odometer reading at the time the maintenance was performed.

SECTION 9. HOW TO FILE A CLAIM

- A. Return Your Vehicle to the Dealer to determine the cause of failure and the necessary repair procedure. If returning Your Vehicle to the Dealer is not possible, call Us at 800-722-4758, extension 444, for instructions. You must contact Us for authorization prior to any replacement or repair of a Covered Part. We reserve the right to inspect any Vehicle with a suspected Breakdown prior to authorizing a repair.
- B. If Your Vehicle is in need of an emergency repair due to a Breakdown of a serious or urgent nature that renders the Vehicle inoperable or unsafe to operate for transportation purposes when Our offices are closed, You may, at Your discretion, authorize necessary emergency repairs. If any portion of the repair is performed during Our normal business hours, You must have the repair facility stop working on Your Vehicle and contact Us. You are

responsible for all expenses and repair costs if it is determined that the failure or the Breakdown is not covered or if it does not qualify as an emergency repair.

- You must authorize any charges necessary to determine the cause C. of the failure. This includes necessary diagnostic and teardown charges. If the failure does not qualify as a covered Breakdown under the terms of this Contract, You must pay for all diagnostic, teardown and repair charges. If We want to inspect Your Vehicle, You must allow the inspection before any repairs are begun. We have no obligation to inspect Your Vehicle or to certify its condition before or after covered repairs are completed.
- Do not agree to have repairs performed under the terms of this D. Contract unless You or the repair facility has received an authorization number from Us.
- Ε. You or the repair facility must submit all required documents to Us before any claim can be processed for payment. They must include accurate dates and mileages, detailed descriptions of the parts and services, and the specific charges. These documents may include repair orders, maintenance receipts, rental car bills, and other receipts evidencing amounts claimed under this Contract.

PLEASE SUBMIT ALL CLAIMS AND CLAIM INFORMATION REQUESTS TO: SERVICE CENTER P.O. Box 2840 Scottsdale, AZ 85252-2840 Phone: 800-722-4758, extension 444

SECTION 10. YOUR RIGHT TO CANCEL

A. PROCEDURE: You may cancel this Contract at any time by surrendering this Contract to the Dealer, together with a written request and an affidavit stating the accumulated mileage on Your Vehicle at the time of the cancellation request.

REFUND CALCULATION: B.

- When You request cancellation within sixty (60) days of the 1. purchase of this Contract and no claim has been made under this Contract, a full refund will be made by the Dealer.
- When a claim has been made against this Contract or if this 2. Contract has been in Your receipt for more than sixty (60) days, the Dealer will make a pro rata refund less the amount of claims paid and less an administrative fee of fifty dollars (\$50) or ten percent (10%) of the unearned pro rata premium, whichever is less. This refund will be based upon the elapsed time or mileage, whichever is greater, from the Contract Sale Date or the Contract Sale Mileage.
- Our agents and assigns have no liability to You to make any 3. refund payments.
- REFUND DISTRIBUTION: When this Contract is financed, the C. lienholder may be named as an additional or sole payee for any refund due. If Your Vehicle is repossessed or deemed a total loss and We receive evidence of repossession or total loss, Your cancellation rights under this Contract will transfer to the lienholder and We will name the lienholder as the sole payee of any resulting refund.

SECTION 11. OUR RIGHT TO CANCEL

A. PROCEDURE:

1. We reserve the right to cancel this Contract for any reason during the first sixty (60) days of this Contract from the Contract Sale Date.

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- We reserve the right to cancel this Contract after the first sixty (60) days from the Contract Sale Date for the following reasons:
 - a. Your failure to provide Us with payment for this Contract. If We cancel for Your failure to provide Us with payment for this Contract, We shall provide You notice of cancellation by certified mail.
 - Material misrepresentation or fraud by You to Us on or b. before the Contract Sale Date which includes but is not limited to the mileage and equipment on Your Vehicle.
 - If the odometer has been tampered with or disabled or You C. have failed to repair the odometer.
 - d. You fail to maintain Your Vehicle as prescribed by the manufacturer.

B. REFUND CALCULATION:

- If We cancel within sixty (60) days of the purchase of this 1. Contract, a full refund will be made to You by the Dealer.
- If a claim has been made against this Contract or if this 2. Contract has been in Your receipt for more than sixty (60) days, the Dealer will make a pro rata refund less the amount of claims paid and less an administrative fee of fifty dollars (\$50) or ten percent (10%) of the unearned pro rata premium, whichever is less. This refund will be based upon the elapsed time or mileage, whichever is greater, from the Contract Sale Date or the Contract Sale Mileage.
- Our agents and assigns have no liability to You to make any 3. refund payments.
- **REFUND DISTRIBUTION:** If this Contract is financed, the lienholder C. may be named as an additional or sole payee for any refund due.

SECTION 12. CONTRACT SPECIFICS AND LIMITATIONS

A. CONTRACT TERRITORY: This Contract provides coverage in the United States, including its territories and possessions, and Canada only for failures due solely to the Breakdown of a Covered Part.

B. CONTRACT TERM:

- 1. Coverage begins on the Contract Sale Date shown on Page 1 of this Contract.
- Your coverage ends when You no longer own Your Vehicle, or 2. when You reach the Expiration Date or Expiration Mileage listed on Page 1 of this Contract, or Our Limits of Liability, as stated in subsection E, have been reached, whichever occurs first.
- C. CONTRACT CHANGES: If any of the information provided on Page 1 of this Contract is omitted or does not conform to Our program guidelines, We will correct Your Contract as necessary and in the course of business send the correction to You at Your address, as listed on Page 1 of this Contract, by first-class mail. This correction may change Your coverage but will not require You to pay any additional amount to Us.
- EXCESS CHARGES: You are responsible for charges for D. diagnostic and/or teardown procedures that are not listed or exceed the labor times listed in the current year's national, flat-rate hourly labor guide. You are also responsible for charges for parts, labor, rental, towing or other services in excess of those covered by this Contract and which are authorized by Us.

E. LIMITS OF LIABILITY:

1. The total amount We will pay under this Contract will never exceed the purchase price of Your Vehicle as shown on Page 1. The amount We have paid is calculated by adding covered

claim amounts pursuant to Section 4, "Coverage Details," plus all covered Expense Reimbursements pursuant to Section 5, "Expense Reimbursement," plus all covered roadside service pursuant to Section 6, "Roadside Assistance." Once We have paid the equivalent of the purchase price of Your Vehicle as shown on Page 1 of this Contract, Your coverage under this Contract will end.

- 2. For any covered Breakdown claim, We will never pay more than the fair market value of Your Vehicle immediately before the Breakdown. Your Vehicle's fair market value shall be determined by using the National Automobile Dealers Association Official Used Car Guide, as of the date of loss and subject to the Limit of Liability in paragraph 1.
- F. **PROMPT SETTLEMENT:** If We do not settle Your claim within sixty (60) days of Our receipt of Your proof of loss, You may make a claim against the insurer that is specifically identified on Page 1 of this Contract.
- G. TRANSFER: This Contract may be transferred by the purchaser listed on Page 1, one (1) time to a subsequent individual (no dealers, brokers, etc.) before this Contract expires. Contact Us to obtain a transfer request form. All requests for transfer must be completed within fifteen (15) days from the date of sale of Your Vehicle. A transfer fee of forty dollars (\$40) will apply.