



## OUR AGREEMENT

### SECTION 1. DEFINITIONS

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

**"Administrator":** The organization that We have retained to provide administrative and claim services for Our service contract program. Our Administrator is not a party to this Contract and has no liability to You under the terms and conditions of 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 Our Administrator, 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 Our Administrator in its 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 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 Our Administrator.

**"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.

**"Lifetime":** The term of this Contract from the Contract Sale Date listed on Page 1 during Your lifetime or until You are no longer the owner of Your Vehicle, or Our Limits of Liability, as detailed in Section 12, subsection E, "Limits of Liability," have been reached, whichever occurs first.

**"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.

**"Service Center":** The location at which Our Administrator has its primary place of business.

**"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 one-half ton (1½) 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 during Your lifetime, 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 Our Administrator in their 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 while You own Your Vehicle during Your lifetime, until one of Our Limits of Liability as detailed in Section 12, subsection E, "Limits of Liability," is reached.

**SECTION 5. EXPENSE REIMBURSEMENT**

**A. RENTAL CAR:**

- 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.
- 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 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 covered claim and the date that covered repairs are completed.
- 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:**

- 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.

- 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.
- 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-accident-related 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:

- FLAT TIRE ASSISTANCE:** Covered service consists of the removal of the flat tire from Your Vehicle and its replacement

with the spare tire.

2. **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 serves 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 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 OUR ADMINISTRATOR.
2. 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.
4. 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 (1½) 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.
9. 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 Our Administrator at 800-722-4758, extension 444, for instructions. You must contact Our Administrator for authorization prior to any replacement or repair of a Covered Part. Our Administrator reserves 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 Administrator's offices are closed, You may, at Your discretion, authorize necessary emergency repairs. If any portion of the repair is performed during Our Administrator's normal business hours, You must have the repair facility stop working on Your Vehicle and contact Our Administrator. 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.
- C.** You must authorize any charges necessary to determine the cause 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 Our Administrator wants to inspect Your Vehicle, You must allow the inspection before any repairs are begun. Our Administrator has no obligation to inspect Your Vehicle or to certify its condition before or after covered repairs are completed.
- D.** Do not agree to have repairs performed under the terms of this Contract unless You or the repair facility has received an authorization number from Our Administrator.
- E.** You or the repair facility must submit all required documents to Our Service Center 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.
- B. REFUND CALCULATION:**
  1. When You request cancellation within sixty (60) days of the purchase of this Contract for a New Vehicle or Near-New

Vehicle or within thirty (30) days of the purchase of this Contract for a Used Vehicle and no claim has been made under this Contract, a full refund will be made by the Dealer.

2. When a claim has been made against this Contract or if this Contract has been in Your receipt for more than sixty (60) days for a New Vehicle or Near-New Vehicle or more than thirty (30) days for a Used Vehicle, the Dealer will make a pro rata refund less the amount of claims paid and less a thirty-five dollar (\$35) fee. This refund will be based upon the elapsed time or mileage, whichever is greater, from the Contract Sale Date or the Contract Sale Mileage, subject to the time and mileage limitations for New and Near-New Vehicles listed in subsection four (4) and Used Vehicles listed in subsection five (5).
  3. Our Administrator, its agents and assigns have no liability to You to make any refund payments.
  4. Cancellation is permitted at any time; however, for New and Near-New Vehicles, eighty-four (84) months after the Contract Sale Date, or upon Your odometer reaching one hundred thousand (100,000) miles, whichever occurs first, the Service Contract Price as listed on Page 1 will be fully earned and Your refund will be zero dollars (\$0).
  5. Cancellation is permitted at any time; however, for Used Vehicles, fifty-two (52) months after the Contract Sale Date, or upon Your odometer reaching one hundred thousand (100,000) miles, whichever occurs first, the Service Contract Price as listed on Page 1 will be fully earned and Your refund will be zero dollars (\$0).
- C. **REFUND DISTRIBUTION:** When this Contract is financed, the 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 without notice for the following reasons:
  - a. Your failure to provide Us with payment for this Contract.
  - b. Material misrepresentation by You to Us which includes but is not limited to the mileage and equipment on Your Vehicle.
  - c. A substantial breach of duties by You, including but not limited to Your failure to pay any sums due, with regard to this Contract.
2. We reserve the right to cancel this Contract for any reason by mailing written notice of cancellation to You at Your address as listed on Page 1 at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

### B. REFUND CALCULATION:

1. If We cancel within sixty (60) days of the purchase of this Contract, a full refund will be made to You by the Dealer.
2. If a claim has been made against this Contract or if this 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 a thirty-five dollar (\$35) fee. This refund will be based upon the elapsed time or mileage, whichever is greater, from the Contract Sale Date and the Contract Sale Mileage, subject to the time and mileage limitations for New and Near-New Vehicles listed in subsection four (4) and Used Vehicles listed in subsection five (5).
3. Our Administrator, its agents and assigns have no liability to You to make any refund payments.
4. For New and Near-New Vehicles, eighty-four (84) months after the Contract Sale Date, or upon Your odometer reaching one

hundred thousand (100,000) miles, whichever occurs first, the Service Contract Price as listed on Page 1 will be fully earned and Your refund will be zero dollars (\$0).

5. For Used Vehicles, fifty-two (52) months after the Contract Sale Date, or upon Your odometer reaching one hundred thousand (100,000) miles, whichever occurs first, the Service Contract Price as listed on Page 1 will be fully earned and Your refund will be zero dollars (\$0).

- C. **REFUND DISTRIBUTION:** If this Contract is financed, the lienholder 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.
2. Your coverage ends when You no longer own Your Vehicle or Your lifetime ends or when 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, Our Administrator 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.

- D. **EXCESS CHARGES:** You are responsible for charges for 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 Our Administrator.

### 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 is not transferable and this Contract terminates the day You sell, trade or transfer Your Vehicle. State and Lienholder specific changes may apply. See Section 13, "State Changes and Section 14, "Lienholder Changes" for details.

## SECTION 13. STATE CHANGES

This Contract is amended to comply with the following requirements and disclosures in Your state:

**MARYLAND:** The following changes are made to Your Contract: Page 1, "We," "Us," and "Our" and Section 1, Definitions, "We," "Us," and "Our" are deleted in their entirety and replaced with the following: "We," "Us," and "Our" refer to the obligor of this Contract, which is Continental Service Plan, Inc., 4150 N. Drinkwater Blvd., Suite 400, Scottsdale, AZ 85251, 800-345-0191. Page 1, paragraph 3 "Our obligations to You" is deleted in its entirety and replaced with the following: Our obligations to You under this Contract are guaranteed under Service Contract Reimbursement Insurance Policy No. WNC0045000 issued by The Continental Insurance Company. If We do not settle Your claim or provide service within sixty (60) days of Our receipt of Your proof of loss, You may make a claim against The Continental Insurance Company, 333 S. Wabash Ave., Chicago, IL 60604, 312-822-5000. You may elect to settle a service contract dispute through the Consumer Protection Division of the Maryland Attorney General's Office. Section 1, Definitions, is amended to add: "FREE LOOK PERIOD": Within sixty (60) days of the purchase of this Contract for a New Vehicle or Near-New Vehicle or within thirty (30) days of the purchase of this Contract for a Used Vehicle. Section 10, subsection B, "Refund Calculation," is amended to add: Your right to void during the FREE LOOK PERIOD shall apply only to the original service contract purchaser. If You cancel this Contract, a ten percent (10%) penalty of the Service Contract Price will be added per month to a refund that is not made within forty-five (45) days of the cancellation.

**MISSOURI:** The following changes are made to Your Contract: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company. A claim against the provider also shall include a claim for return of the unearned provider fee. The insurance company is Continental Casualty Company, 333 S. Wabash Ave., Chicago, IL 60604, 312-822-5000. Pre-existing conditions are not excluded. Section 1, Definitions, is amended to add: "Costs": 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 Our ADMINISTRATOR. These replacement parts shall comply with applicable state and federal laws. "Free Look Period": Within sixty (60) days of the purchase of this Contract for a New Vehicle or Near-New Vehicle or within thirty (30) days of the purchase of this Contract for a Used Vehicle. "We," "Us," and "Our": Means Continental Service Provider, Inc., the provider of this contract. "You" and "Your": Mean the service contract holder/purchaser of the Vehicle described on Page 1. Section 10, subsection A, "Procedure", and subsection B, "Refund Calculation," are deleted and replaced with the following: You may cancel the contract at any time by submitting a written request and an affidavit stating the accumulated mileage on the Vehicle at the time of the cancellation request to Us or the Dealer. If You cancel within the Free Look Period, within sixty (60) days of the purchase of this Contract for a New Vehicle or Near-New Vehicle or within thirty (30) days of the purchase of this Contract for a Used Vehicle, and no claim has been made under the contract, the contract is void and We or the Dealer shall refund to the contract holder the full purchase price of the contract. A ten percent (10%) penalty of the amount outstanding per month shall be added to a refund that is not paid within forty-five (45) days of return of the contract. If a claim has been made under the contract during the Free Look Period and the contract is returned, We or the Dealer shall refund to the contract holder the full purchase price less any claims that have been

paid. The applicable Free Look Period shall apply only to the original service contract purchaser. If You cancel after the Free Look Period, We or the Dealer shall refund to the contract holder one hundred percent of the unearned pro rata provider fee, less any claims paid, and less a \$35.00 administrative fee. We shall mail a written notice to the contract holder within forty-five (45) days of the date of termination. Our Administrator, its agents and assigns have no liability to You to make any refund payments. Cancellation is permitted at any time; however, for New and Near-New Vehicles, eighty-four (84) months after the Contract Sale Date, or upon Your odometer reaching one hundred thousand (100,000) miles, whichever occurs first, the Service Contract Price as listed on Page 1 will be fully earned and Your refund will be zero dollars (\$0). Cancellation is permitted at any time; however, for Used Vehicles, fifty-two (52) months after the Contract Sale Date, or upon Your odometer reaching one hundred thousand (100,000) miles, whichever occurs first, the Service Contract Price as listed on Page 1 will be fully earned and Your refund will be zero dollars (\$0).

## SECTION 14. LIENHOLDER CHANGES

**A. FORD MOTOR CREDIT COMPANY:** This Contract is amended to comply with the following requirements of Ford Motor Credit Company, ("FMCC") when FMCC is listed as Your Lienholder, on Page 1, so long as FMCC is the assigned lienholder financing this Contract.

1. Section 12, subsection G, "Transfer," is deleted in its entirety and replaced with the following: The Purchaser of this Contract, as listed on Page 1, may transfer this Contract, one (1) time, to a subsequent individual (no dealers, brokers, etc.) prior to the expiration of this Contract, as listed on Page 1 and detailed in Section 12, subsection B, "Contract Term," or until Our Limits of Liability as detailed in Section 12, subsection E, "Limits of Liability," is reached. You must provide the following items to Our Administrator within fifteen (15) days of the date of sale of Your Vehicle or the transfer request will be denied and this Contract will no longer be in force.
  - a. A letter from You or a transfer request form obtained from Our Administrator at 800-345-0191, extension 412, stating Your intent to transfer this Contract which must include: Your name, address and telephone number; the name, address and telephone number of the new owner of Your Vehicle; Your Contract number, as listed on Page 1; the Vehicle Identification Number of Your Vehicle, as listed on Page 1; Your signature; and the signature of the new owner.
  - b. A copy of the bill of sale or sale agreement showing the date and mileage on Your Vehicle at the time of sale.
  - c. An odometer statement showing the mileage on Your Vehicle at the time of sale.
  - d. All verifiable service records evidencing that You have complied with Section 8, "Your Responsibilities for Service and Maintenance."
  - e. Proof that You have transferred the remaining coverage under any manufacturer's warranty or extended warranty to the purchaser of Your Vehicle.
  - f. A transfer fee of one hundred dollars (\$100).

In 1999, Congress passed the Gramm Leach Bliley Act,  
which, in part, is designed to protect the privacy interests of individuals.  
In compliance with this Act, we are providing you with the following notice.

## Privacy Notice

CNA National Warranty Corporation  
CNA National Warranty Corporation - Florida  
Continental Service Plan, Inc.  
Continental Service Provider, Inc.

### Our Commitment

Protection of nonpublic, personal information is a matter of great importance to the CNA Companies listed above. We appreciate the trust our business partners have in us, and we protect that trust by continuing to respect the privacy of all of our service contract holders. This notice explains our privacy policy with respect to personal information provided to us.

### Why We Collect Information

We collect information that is necessary to review, process or service requests for products, benefits or other services. For example, we may collect vehicle information to determine eligibility for coverage and benefits under one or more of our products.

### The Types of Information We Collect

The information we collect is obtained from service contract holders and is found on their registration forms. Generally, we request identification information, such as name, address, and phone number. Additional information is collected in connection with the purchase of the vehicle and coverage selected.

### How We Disclose Information

The personal information that we collect, as described above, is used to make coverage, service, benefit and other related decisions. This information is sometimes shared with CNA affiliates and nonaffiliated third parties to carry out daily business functions in order to provide the services and benefits associated with the service contract purchased. Examples of third parties with whom we share personal information are insurance regulatory authorities, claims services engaged by us to provide roadside assistance, claims adjusting services, and service contract financing.

### How We Protect Information

We restrict access to information to those employees who need to know in order to provide service. We regularly review our security measures and employee education programs to help protect information. When we share information with nonaffiliated third parties, we require that they have standards to keep this information private.

This privacy policy continues to apply even when the service contract holder's relationship with us has terminated.

### Whom to Contact Regarding Privacy Matters

If you have any question regarding privacy matters, you may contact us by phone at 800-345-0191, extension 408, or by e-mail at [privacymanager@cnanational.com](mailto:privacymanager@cnanational.com) or by mail addressed to CNA National Warranty Corporation, 4150 North Drinkwater Blvd., Suite 400, Scottsdale, AZ 85251, Attn: Privacy Manager.