



(In Texas dba WA Administrative Services, LLC)

5695 Yukon Street ~ Arvada ~ Colorado ~ 80002 ~ (800) 531-1925 ~ Fax: (303) 420-7543

Auto/ Truck Service Contract Coverage Pages

••DEFINITIONS••

- “**BREAKDOWN**” or “Mechanical **BREAKDOWN**” means the event caused by the total failure of any **COVERED PART** to work as it was designed to work in normal service. Please refer to the wording under exclusions for a listing of conditions under which the failure of a **COVERED PART** is not considered a Mechanical **BREAKDOWN**.
- “**COMMERCIAL USE**” means any vehicle used for Business purposes. Vehicles that are used in excess of manufacturer’s g.v.w.r. for excessive hauling and pulling or are in excess of 1-ton classification are excluded from coverage hereunder. Tow trucks, taxis, police vehicles and vehicle used for emergency purposes are excluded from coverage.
- “**CONTRACT HOLDER**” means the purchaser or holder of this Contract.
- “**COVERED PART**” means any part of the vehicle listed herein as a **COVERED PART** and not excluded from coverage by this Contract.
- “**LUBRICATED PART**” means any parts, which requires lubrication to perform its function.
- “**PARTICIPATING LENDER**” means any financial institution providing financing for the purchase of the Contract.
- “**REPAIR FACILITY**” means any automotive **REPAIR FACILITY** at which the **CONTRACT HOLDER** seeks to acquire service under this Contract.
- “**ADMINISTRATOR**” or “**PROVIDER**” means the party that is obligated to perform under this contract which is Warranty America, LLC (In Texas and New Hampshire dba WA Administrative Services, LLC)
- “**WE, US and OUR**” refers to the party obligated to perform under this contract which is Warranty America, LLC (In Texas dba WA Administrative Services, LLC).
- “**WAITING PERIOD**” means **no claims or Roadside assistance benefits will be paid on any claims or failures that occur within the first 30 days and 1,000 miles from the “Odometer Reading” and “Sale Date” on the Declaration Page.**

••INSURANCE COMPANY STATEMENT••

OUR obligations to perform under this Contract are insured under policy #22638-0 issued by **First Commercial Insurance Company (“Insurer”)**, with office located at 2300 W 84th Street Hialeah, Florida 33016. For inquiries contact Associated Insurance Brokers 13499 Biscayne Blvd Tower Suite 4 North Miami, FL 33181 Phone (305) 919-9727 Fax (305) 362-5908. If the Claims Administrator fails to pay a claim under this Contract within 30 (thirty) days of proof of loss by you, you may make a direct claim against First Commercial by writing to the aforementioned address.

When you receive this Contract read it carefully. Ensure that Part One, the Declaration Page is complete and accurate. Read all sections of Part Two, the Coverage Pages, carefully and if you are unclear about any information herein call the Administrator, for clarification.

Purchase of this Contract is not required in order to purchase or obtain financing for the vehicle. This Contract is not issued by the manufacturer or wholesale company marketing the vehicle. This Contract will not be honored by such manufacturer or wholesale company.

••CONTRACT HOLDER OBLIGATIONS••

- The **CONTRACT HOLDER** hereby authorizes the **PARTICIPATING LENDER** to: (1) be listed as joint payee and receive any refund in the event this Contract is canceled, or (2) to cancel this Contract in the event the **CONTRACT HOLDER** defaults in his/her obligations to such lender.
- In order for this Contract to remain in force, the **CONTRACT HOLDER** is required to follow the vehicle manufacturer’s required maintenance schedule. Some vehicle manufacturers require that the Timing Belt be changed at a specific interval. **CONTRACT HOLDER** must follow the vehicle manufacturer’s maintenance guidelines to avoid denial of a claim because of improper maintenance. The **CONTRACT HOLDER** must keep and make available verifiable, signed service/purchase receipts that show that this maintenance has been performed within the time and mileage limit requirements.
- The **CONTRACT HOLDER** and the **REPAIR FACILITY** are required to obtain from **US** and an authorization number prior to beginning any repair covered by this Contract.
- The **CONTRACT HOLDER** is responsible for paying a \$100 deductible for each visit to the **REPAIR FACILITY**, unless lower deductible option has been purchased.
- The **CONTRACT HOLDER** is responsible for authorizing and paying for any tear down or diagnosis time needed to determine if the vehicle has a covered **BREAKDOWN**. If it is subsequently determined that the repair is needed due to a covered **BREAKDOWN**, the Provider will pay for such tear down or diagnosis. If the failure is not a covered **BREAKDOWN**, the **CONTRACT HOLDER** is responsible for payment of such tear down or diagnosis.

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••PROVIDER OBLIGATIONS••

If a covered Mechanical **BREAKDOWN** of the vehicle occurs during the term of this Contract, **WE** will:

- Pay the **CONTRACT HOLDER** or the **REPAIR FACILITY** for repair or replacement, as **WE**, deem appropriate, of the **COVERED PART(s)** which caused the **BREAKDOWN** if the **CONTRACT HOLDER** has met his/her obligations as described in this Contract and if the **BREAKDOWN** is not excluded under the exclusions section of this Contract. Replacement parts can be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by **US**. Labor will be authorized based on a nationally recognized labor manual.
- Rental reimbursement is based on labor time charged to do the repair(s). Rental will not be authorized until the repairs have been authorized by **US**. One (1) day rental is allowed for parts delay, inspection of **BREAKDOWN**, and/or four (4) hours to do repairs. An additional day of rental will be authorized for every additional eight (8) hours of labor time charged to do the repairs. TO RECEIVE RENTAL BENEFITS THE **CONTRACT HOLDER** MUST SUPPLY **US**, WITH HIS/HER RECEIPT FROM A LICENSED RENTAL AGENCY. The limit on this reimbursement is up to \$50 per day for up to three (3) days per **BREAKDOWN** or series of **BREAKDOWNS** related in time or cause.
- Reimburse the **CONTRACT HOLDER** for motel and restaurant expenses up to \$50 per day for a maximum of three (3) days in the event of a **BREAKDOWN** covered by the Contract, which occurs more than one hundred (100) miles from your home and results in a **REPAIR FACILITY** keeping the vehicle overnight. The maximum benefit per occurrence is \$150. TO RECEIVE MOTEL AND RESTAURANT REIMBURSEMENT, THE **CONTRACT HOLDER** MUST SUPPLY **US**, WITH HIS/HER RECEIPTS FROM THE PROVIDERS OF SUCH SERVICES.
- Reimburse the **CONTRACT HOLDER** for the actual expenses occurred for towing, not to exceed the amount stated on the Declaration Page when a **BREAKDOWN** has occurred.

••PARTS COVERAGES••

“BUMPER TO BUMPER” COVERAGE (THE PARTS LISTED BELOW ARE NOT COVERED. THEREFORE ANY PART NOT LISTED IS COVERED UNDER THIS COVERAGE PER THE TERMS OF THIS AGREEMENT): **PAINT/CARPETING; FRAME OR STRUCTURAL SEPARATION; MANUAL/HYDRAULIC CLUTCH ASSEMBLY; TRIM; HOSES AND RUBBER PARTS; FIBERGLASS TOP; ANY REPOSITIONING, REFITTING OR REALIGNING; MOLDINGS; DISTRIBUTOR CAP/ROTOR; TIRES/WHEELS; AIR BAG/SUPPLEMENTAL RESTRAINT SYSTEMS; LENSES; BATTERY AND CABLES; ALL MAINTENANCE SERVICE AND ITEMS SUCH AS ALIGNMENTS, WHEEL BALANCES, ENGINE TUNE-UPS, SPARK/GLOW PLUGS, PLUG WIRES, BRAKE PADS, LININGS & SHOES, FILTERS; LUBRICANTS & COOLANTS (UNLESS IN CONJUNCTION WITH A COVERED BREAKDOWN); HOSES AND V-STYLE BELTS; BRIGHT METAL; LIGHT BULBS/HEADLIGHT OR TAILLIGHT ASSEMBLIES; EXHAUST SYSTEM; WEATHER STRIPPING; BODY PANELS; BRAKE ROTOR/DRUMS; NORMAL FLUID/OIL LUBRICANT SEEPAGE; CANVAS, VINYL OR FABRIC TOPS; SATELLITE/GPS SYSTEMS; VIDEO SYSTEMS; REMOTE COMPACT DISC CHANGERS; SHOP SUPPLIES, HAZARD WASTE REMOVAL; BODY ADJUSTMENTS; BUTTONS, HANDLES, DOOR HINGES, GLASS AND GLASS ASSEMBLIES; SERVICE ADJUSTMENTS AND CLEANING; RETROFITS OR REPLACEMENTS OF ANY COMPONENTS CAUSED BY OR DUE TO COMPLIANCE WITH LAW OR LEGISLATION INCLUDING THE 1990 CLEAN AIR ACT, AND INCLUDING EMISSION CONTROL EQUIPMENT AND SENSORS. TIRES - THE TIRE MUST BE AN ORIGINAL VEHICLE MANUFACTURER EQUIPPED TIRE, OR REPLACEMENT TIRE OF THE SAME SIZE AND TYPE, WITH NO LESS THAT 3/32” TREAD DEPTH, PROPERLY INSTALLED ON YOUR VEHICLE. REIMBURSEMENT IS BASED ON THE PRICE OF ORIGINAL TIRES PURCHASED WITH YOUR VEHICLE. COVERED DAMAGE IS DEFINED AS ANY ROAD HAZARD CAUSED DAMAGE NECESSITATING REPLACEMENT OF THE TIRE.**

“WRAP” COVERAGE (Wrap coverage is Bumper to Bumper coverage excluding the coverage provided by the manufacturer for the same term.)

“DELUXE” COVERAGE (This Contract covers ONLY the components/parts listed below): **(1) ENGINE.** (a) Engine head(s); engine block; cylinder barrels; timing cover; valve cover(s); oil pan; dipstick & tube, ONLY if damaged by the failure of a lubricated internal part. (b) The following lubricated internal parts: pistons, pins & rings, connecting rods & bearings; crankshaft & main bearings; camshaft, followers & cam bearings; push rods, valves, springs, replaceable guides, seats & lifters; rocker arms, shafts & bushings; timing gear, chain, tensioners & retainers; eccentric shaft; oil pump. (c) Also covered are the following: timing belt; serpentine belt; water pump; intake & exhaust manifolds; engine mounts & cushions; engine torque strut; harmonic balancer; flywheel (flexplate) & flywheel ring gear; mechanical fuel pump; dipstick & tube; all pulleys. (d) All lubricated internal parts of the vehicle manufacturer installed turbo-charger or supercharger. The housing is covered ONLY if damaged by the failure of a lubricated internal part. **Wear & Tear.** **(2) TRANSMISSION.** (a) Transmission case, transfer case & torque converter case, ONLY if damaged by the failure of a lubricated internal part. (b) All lubricated internal parts contained within the cases. (c) Computer modules & solenoids; filler tube & dipstick; vacuum modulator; internal linkage. **Wear & Tear.** **(3) DRIVE AXLE.** (a) Differential housing, transaxle housing & final drive housing, ONLY if damaged by the failure of a lubricated internal part. (b) All lubricated internal parts contained within the housings. (c) Axle shafts; constant velocity joints (CV); universal joints; drive shafts; locking hubs; locking rings; supports, retainer & bearings. **Wear & Tear.** **(4) ELECTRICAL.** Alternator; combination turn signal switch; controllers; cruise control transducer, engagement switch & servo; distributor; gauges; horn buttons & horns; motors; pole pieces; power door locks; vacuum pumps; washer pumps; relays; solenoids; speed sensor; starter; manually operated switches; voltage regulator; window defroster; window regulators; wiring harnesses for listed covered components. **Wear & Tear.** **(5) STEERING.** (a) Gear housing ONLY if damaged by the failure of a lubricated internal part. (b) All lubricated internal parts including: rack & pinion; power steering pump. (c) Main & intermediate shafts; couplings; cooler & cooler lines; power cylinder; Pitman arm; idler arm; tie rod & tie rod ends, link & control valve. **Wear & Tear.** **(6) AIR CONDITIONING.** Compressor; condenser; clutch pulley & clutch coils; evaporator; POA

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valve; accumulator; orifice; "H" valve; expansion valve; serpentine belt tensioner; temperature control programmer; power module; idler pulley & bearing; ducts & outlet hoses; blower motor; receiver/dryer. **IF THE AIR CONDITIONING SYSTEM IS UNABLE TO BE REPAIRED DUE TO THE SHORTAGE, UNAVAILABILITY, OR RESTRICTION OF CFCS BY FEDERAL MANDATE (I.E. FREON, R-12) THEN WE DO NOT HAVE ANY FURTHER OBLIGATION FOR REPAIR OF THE AIR CONDITIONING SYSTEM UNDER THIS CONTRACT. WE HAVE NO OBLIGATION TO INSTALL A RETROFIT KIT ON YOUR VEHICLE THAT WOULD ALLOW USE OF ANY ALTERNATIVE TO CFCS.** **Wear & Tear. (7) SUSPENSION.** Upper & lower control arms, shafts & bushings; upper & lower ball joints; steering knuckles; stabilizer shaft, linkage & bushings; kingpin & bushings; spindle & spindle supports; torsion bars, coil & leaf springs; wheel bearings. **Wear & Tear. (8) BRAKES.** Master cylinder; power assist booster; vacuum assist booster pump; wheel cylinders; combination (proportioning) valves; hydraulic lines & fittings; disc calipers; power brake cylinder backing plates; springs, clips and retainers; self-adjusters; parking brake linkage and cables; and rear actuators. **Wear & Tear. (9) ELECTRONIC HIGH-TECH.** Level control compressor, sensors & limiter valve; pneumatic suspension pump, sensors & valves; ignition module; spark control detonation sensors & controller; integrated circuit chips; driver information display & module; keyless entry system; electronic coil packs; moisture control unit & sensors; anti-detonation sensors; vehicle manufacturer installed anti-theft device; the following parts of the Anti-locking Brake System ("ABS"): electronic wheel sensors; pump & pressure control module. **Wear & Tear.**

"PLATINUM" COVERAGE (In addition to the coverage's listed in "Deluxe" Coverage above, "Platinum" Coverage includes the following): **(10) COOLING.** Radiator; fan & fan clutch. **Wear & Tear. (11) FUEL DELIVERY.** Fuel injectors; fuel pumps; fuel lines; fuel tank; pressure regulator. **Wear & Tear. (12) SEALS, SEALING BOOTS & GASKETS.** For the components/parts listed above. **(13) AUDIO CENTER.** Vehicle manufacturer installed (in dash) entertainment chassis modules including radios, magnetic tape players/recorders, compact disc players, graphic equalizers. **COVERAGE DOES NOT INCLUDE VIDEO EQUIPMENT OR REMOTE COMPACT DISC PLAYERS.**

"POWERTRAIN" COVERAGE (Powertrain covers ONLY component groups 1 thru 3 in the "Deluxe" coverage listed above.) **Wear & Tear.**

••BENEFITS••

The following additional benefits are provided with your Contract, except where prohibited by law. Your Contract provides you with an emergency road service program when needed 24 hours a day, 365 days a year. Dispatch service will be provided by "Signature's Nationwide Auto Club", a GE Financial Assurance Company. When your vehicle becomes disabled, just call 866-222-7869 and a service vehicle will be dispatched to you. Simply sign for the service and go on your way. There is a combined \$400 limit for auto club benefits for the term of your Agreement.

TOWING SERVICE – When your vehicle cannot be started or driven, or is in an accident, you are covered up to fifty dollars (\$50) per occurrence. **EMERGENCY TIRE SERVICE** – Whenever you have a flat or damaged tire, you are covered up to a maximum of thirty-five dollars (\$35) per occurrence for the service provider to change the inflated spare from mount to wheel. **LOCKOUT SERVICE** – Misplaced, broke, or accidentally locked your keys in the vehicle? Dispatch will provide locksmith or emergency vehicle service to assist you. Independent Service Providers' vehicles are equipped to provide locksmith service. This service is limited to fifty dollars (\$50) per occurrence. **BATTERY SERVICE** – In the event the battery for your vehicle fails, battery services will be provided to a maximum of thirty-five dollars (\$35) per occurrence. Independent Service Providers' vehicles are ALL equipped to boost batteries as well as perform minor adjustments to batteries, starters, and alternators. **FUEL DELIVERY SERVICE** – *At Your Service* will deliver oil, fuel, or water to the site of the member. The member is responsible for the cost of the fuel. In the event that local state regulations prohibit the delivery of flammable materials (i.e. gas), *At Your Service* will tow your vehicle to the nearest gas station within the limits of your towing coverage. These delivery services are limited to thirty-five dollars (\$35) per occurrence. **WINCHING** - Winching services will provide winching service within 100 feet of the roadside (excludes off-road driving). Winching services are limited to thirty-five dollars (\$35) per occurrence.

••OPTIONAL COVERAGES••

Declaration page MUST indicate that option was purchased for coverage to apply.

GPS Package: If you selected and paid an additional charge for the GPS coverage as shown on your contract declaration page, the following components of your vehicle will be covered under this contract: Factory installed GPS and video components including TV/VCR/DVD/VIDEO GAME PLAYER. **COVERAGE DOES NOT COVER PROGRAMMING, SOFTWARE UPDATES OR SERVICEING OR CLEANING.**

EMISSIONS Package: If you selected and paid an additional charge for the Emissions coverage as shown on your contract declaration page, the following components of your vehicle will be covered under this contract: Air Fuel Ratio Sensor, Air Induction System, Air Pump, Anti-Knock Sensor, Barometric Pressure Sensor, Canister Purge Solenoid, Deceleration Valve, EGR Recirculation System, EGR/ EFE Thermal Vacuum Switch, EGR/EFE Valve, Engine Oil Fill Cap, Fuel Fill Neck Restrictor, Fuel Receptacle, Fuel Sensor, Fuel Tank Pressure Control Valve (PCV), Fuel Temperature Sensor, Idle Air Control Valve, Intake Air Resonator, Intake Air Temperature Sensor, Intake Manifold, MAP Sensor, Mass Air Flow Sensor, Oxygen Sensor, PCV Sensor, Positive Crankcase Ventilation Valve, Power train Control Module, Secondary Air Injection Systems. Coverage for components listed in this coverage supersedes those excluded in the exclusions section of this contract.

••EXCLUSIONS – WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER••

THIS CONTRACT DOES NOT COVER THE FOLLOWING: NO CLAIMS OR ROADSIDE ASSISTANCE BENEFITS WILL BE PAID ON ANY CLAIMS OR FAILURES THAT OCCUR WITHIN THE "WAITING PERIOD". REPAIR OR REPLACEMENT OF A COVERED

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COMPONENT/PART TO CORRECT CONDITIONS THAT MAY REASONABLY BE ASSUMED TO HAVE EXISTED AT THE INCEPTION DATE OF THE COVERAGE PROVIDED BY THIS CONTRACT (DOES NOT APPLY TO ARIZONA CUSTOMERS); A **BREAKDOWN** CAUSED BY LACK OF MANUFACTURER'S SPECIFIED MAINTENANCE; A **BREAKDOWN** CAUSED BY CONTAMINATION (FOREIGN OBJECTS OR SUBSTANCES INCLUDING BUT NOT LIMITED TO SLUDGE) OF OR LACK OF PROPER FUELS, FLUIDS, COOLANTS OR LUBRICANTS, INCLUDING A **BREAKDOWN** CAUSED BY A FAILURE TO REPLACE SEALS OR GASKETS IN A TIMELY MANNER; **REPAIR** OF ANY PARTS USED, ADDED OR REPLACED DURING A COVERED REPAIR WHICH ARE NOT NECESSARY TO THE COMPLETION OF THE COVERED REPAIR OR WERE NOT DAMAGED BY THE FAILURE OF A **COVERED PART** (SUCH REPLACEMENT IS CONSIDERED BETTERMENT AND IS NOT COVERED BY THIS CONTRACT); ANY COST COVERED BY A REPAIRER'S OR SUPPLIER'S GUARANTEE, OR ANY COST WHICH WOULD NORMALLY BE COVERED BY A MANUFACTURER'S WARRANTY; COST OR OTHER DAMAGES CAUSED BY CONTINUED VEHICLE OPERATION AFTER THE FAILURE OF A **COVERED PART** OR THE FAILURE TO REPLACE A WORN PART THAT HAS NOT FAILED; ANY LIABILITY, COST OR DAMAGES THE **CONTRACT HOLDER** MAY INCUR TO THE BENEFIT OF ANY THIRD PARTIES OTHER THAN **US**,-APPROVED REPAIR OR REPLACEMENT OF **COVERED PARTS**' WHICH CAUSED A **BREAKDOWN**; A **BREAKDOWN** CAUSED BY OVERHEATING, RUST OR CORROSION; COST FOR ANY ALIGNMENTS, ADJUSTMENTS, REPROGRAMMING, SOFTWARE UPDATES AND GLASS. REPLACEMENT COSTS FOR ANY UPHOLSTERY, PAINT, NUTS, BOLTS, FASTENERS, FUSES AND FUSEABLE LINKS; A **BREAKDOWN** CAUSED BY COLLISION, FIRE, ELECTRICAL FIRE OR MELTDOWN, THEFT, FREEZING, VANDALISM, FLOOD, OR FOR ANY HAZARD INSURABLE UNDER STANDARD PHYSICAL DAMAGE INSURANCE POLICIES WHETHER OR NOT SUCH INSURANCE IS IN FORCE WITH RESPECT TO THE VEHICLE; LOSS OF USE, LOSS OF TIME, LOSS PROFITS OR SAVINGS, INCONVENIENCE, COMMERCIAL LOSS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS THAT RESULTS FROM A **BREAKDOWN**; LIABILITY FOR DAMAGE TO PROPERTY, OR FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE VEHICLE, WHETHER OR NOT RELATED TO A **BREAKDOWN**; ANY COSTS OR OTHER BENEFIT FOR WHICH THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS INCLUDING PUBLIC RECALLS OR FACTORY SERVICE BULLETINS; VEHICLES THAT HAVE BEEN MODIFIED IN A MANNER THAT INCREASES THE LIKELIHOOD OF A **BREAKDOWN**, INCLUDING BUT NOT LIMITED TO TIRES THAT EXCEED MANUFACTURE'S TOLERANCE; CONSEQUENTIAL DAMAGE OF A COVERED COMPONENT BY A NON-COVERED COMPONENT IS NOT COVERED; FAILURE OF A NON-COVERED COMPONENT CAUSED BY A COVERED COMPONENT IS NOT COVERED; **BREAKDOWNS**' CAUSED BY AN IMPROPER REPAIR PREVIOUSLY PERFORMED; CONTINUED OPERATION OF AN IMPAIRED VEHICLE WHICH CAUSES FURTHER DAMAGE IS NOT COVERED. VEHICLES THAT DO NOT HAVE A VALID V.I.N., OR ARE TITLED AS BRANDED, SALVAGED, JUNK, REBUILT, TOTALED OR FLOOD DAMAGED. COMMERCIALLY USED VEHICLES (UNLESS SURCHARGE HAS BEEN APPLIED) ANY VEHICLE THAT IS USED FOR SNOW REMOVAL PURPOSES (UNLESS SURCHARGE HAS BEEN APPLIED). ANY FAILURE THAT OCCURS OUTSIDE OF THE UNITED STATES AND CANADA.

••HOW THIS CONTRACT MAY BE CANCELED, INCLUDING REFUNDS AND CHARGES••

The **CONTRACT HOLDER** may cancel this Contract by sending this Contract with a notarized statement indicating the actual miles on your vehicle at the date of the request to **US**, at 5695 Yukon Street, Arvada, Colorado, 80002. The **CONTRACT HOLDER** may cancel this Contract within sixty (60) days of the Contract Purchase Date, if no claim has been made, and receive a full refund of the Total Contract Purchase Price, less claims paid. The **CONTRACT HOLDER** may cancel this Contract at any other time and receive a pro rata refund of the Total Contract Purchase Price based on the greater of the days in force or the miles driven compared to the Total Contract Term, less the applicable cancellation fee and claims paid. **If the contract was purchased in Arizona claims paid will not be deducted from the pro rata cancellation amount.** All cancellations for contracts that have been financed will be paid to the **PARTICIPATING LENDER**, unless the contract has been paid in full by the customer. The Term of this Contract for cancellation purposes will be based on the date of purchase of the Contract and the vehicle mileage on such date. **WE** are primarily liable to provide any refund under this Contract. If this contract was purchased in **Oklahoma** the refund will be issued on the above mentioned pro rata basis less any applicable cancellation fee not to exceed ten percent (10%) of the refund issued hereunder. If this contract was purchased in **Illinois**, the cancellation fee shall be ten percent of the service contract price not to exceed \$50.00. If this Contract was purchased in **Arizona, Georgia or North Carolina**, the refund will be issued on the above-mentioned pro rata basis, whenever it is canceled. If this contract was purchased in **South Carolina**, the contract may be returned within (20) days from the date issued to the customer and receive a refund of the full purchase price, less claims paid. In addition, a ten percent penalty per month shall be added to a refund that is not paid within (45) days after request was made. If this Contract was purchased in **Alabama, Illinois, Nevada, Texas or Wyoming**, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of the Contract to **US**. If this Contract was purchased in **New York or Washington**, said penalty shall be added to a refund not made within thirty (30) days of return of the Contract to **US**; The applicable cancellation fee shall be \$50, except: if this Contract was purchased in **Alabama**, the applicable cancellation fee shall be \$25 and will not be assessed if the **CONTRACT HOLDER** is entitled to a full refund hereunder; if this Contract was purchased in **Georgia or Missouri**, a cancellation fee shall not be assessed; if this Contract was purchased in **Nevada** and it is canceled within twenty (20) days after the Contract Purchase Date, there shall be no applicable cancellation fee; if this Contract was purchased in **North Carolina** customer may cancel at any time and receive a pro rata refund less any claims paid on the contract and a reasonable cancellation fee not to exceed ten percent (10%) of the refund issued hereunder; if this Contract was purchased in **Washington**, the applicable cancellation fee shall be \$25 if the Contract is canceled ten (10) or more days after the Contract Purchase Date (if the Contract is canceled before that time, there shall be no applicable cancellation fee). Refunds issued hereunder shall be issued less the value of any services received by the **CONTRACT HOLDER** (including claims paid), except: if this Contract was purchased in **Alabama**, such subtraction of the value of any services received by

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the **CONTRACT HOLDER** shall apply only to cancellations not fully refunded; if this Contract was purchased in **Arizona, Nevada and Wisconsin** such subtraction of any services received by the **CONTRACT HOLDER** shall never apply; If this contract was purchased in **Wyoming** cancellation refunds made to the **PARTICIPATING LENDER** will be made payable to the **PARTICIPATING LENDER** and the **CONTRACT HOLDER**.

••WHAT TO DO IF YOU HAVE A BREAKDOWN••

- 1) Use all reasonable means to protect the vehicle from further damage. This may require you to stop the vehicle, turn off the engine, and have the vehicle towed.
- 2) Present this Contract to the **REPAIR FACILITY**, call **US**, toll free at **1-800-531-1925**, and fax any required maintenance receipts. **WE** can be reached through the mail at 5695 Yukon Street, Arvada, CO 80002.
- 3) Prior to proceeding with repairs, ensure the **REPAIR FACILITY** calls **US** with an estimate of repairs and receives an authorization number from **US**.
- 4) **WE** reserve the right to inspect any **BREAKDOWN** prior to authorization.
- 5) **WE** are responsible for the performance under this Contract.
- 6) In-home service is not provided under this Contract. Any payment of the costs of transporting the vehicle for service is provided under this Contract exclusively pursuant to the terms and conditions.
- 7) The **CONTRACT HOLDER** is responsible for paying a \$100 deductible for each visit to the **REPAIR FACILITY**, unless lower deductible surcharge is purchased.
- 8) Reimbursement for emergency repairs performed outside of normal business hours can be obtained by the **CONTRACT HOLDER** only if he/she follows the above procedures on the first business day after such emergency repairs are performed.

••WHAT WE WILL DO WHEN YOU REPORT A CLAIM••

Upon the filing of a claim under this Contract, **WE**, will verify the validity of the Contract (proper owner, proper vehicle, Contract still in force), verify the **BREAKDOWN** with the **REPAIR FACILITY**, verify coverage, and authorize repair of **COVERED PARTS'** (provide **REPAIR FACILITY** with authorization code and confirm cost of repair). Payment is provided through direct billing, credit card, or **CONTRACT HOLDER** reimbursement. **WE** reserve the right to inspect the vehicle prior to issuing an authorization. In the event of a dispute between the administrator and the **REPAIR FACILITY**, the administrator reserves the right to move your vehicle to a **REPAIR FACILITY** of the administrator choice. (This does not apply in Nevada)

••HOW THIS CONTRACT MAY BE TRANSFERED••

Only the original **CONTRACT HOLDER** may transfer this Contract. This option is not available to the **CONTRACT HOLDER** if the vehicle is traded or sold to or through any entity other than a private party. The rights and duties of the **CONTRACT HOLDER** under this Contract may be transferred in a sale of the vehicle directly to another private party, but only if the **CONTRACT HOLDER**: (1) Sends the completed transfer application to **US** within thirty (30) days of the sale or transfer of the vehicle, and (2) encloses a \$50 transfer fee (No transfer fee is assessed if this Contract was purchased in the State of **Missouri**). In the event the vehicle is a total loss or is repossessed, any rights and obligations under this Contract immediately transfer to the lien holder, if any. The **CONTRACT HOLDER** must provide the new owner with copies of all receipts as listed under the section of this Contract entitled "**CONTRACT HOLDER OBLIGATIONS**".

••PROVIDER'S RIGHT TO CANCEL THIS CONTRACT••

If this Contract was purchased in **Nevada**, **WE** reserve the right to cancel this Contract for any reason within the first seventy (70) days after the Contract Purchase Date; thereafter, and if this Contract was purchased anywhere other than **Nevada**, at any time, **WE** reserve the right to cancel this Contract upon the occurrence of any of the following:

- Failure by the **CONTRACT HOLDER** to pay an amount when due.
- Conviction of the **CONTRACT HOLDER** of a crime, which results in an increase in the service required under this Contract.
- Discovery of fraud or material misrepresentation by the **CONTRACT HOLDER** in obtaining this Contract or in presenting a claim for service hereunder.
- Discovery of an act or omission by the **CONTRACT HOLDER**, or a violation by the **CONTRACT HOLDER** of any condition of this Contract, which occurred after the effective date of this Contract and which substantially and materially increases the service required under this Contract, including but not limited to failure of the odometer of the vehicle or if for any reason it does not record the actual mileage of the vehicle after the Contract Purchase Date and the actual mileage of the vehicle cannot be established to a reasonable degree of certainty, if there is a lack of required maintenance, if the vehicle is operated without coolant or lubricant, and if the vehicle is used for commercial purposes (unless the **COMMERCIAL USE** option is part of this Contract). **WE** reserve the right to cancel this Contract upon the occurrence of any of the following:

No cancellation of this Contract by **US** shall become effective until fifteen (15) days after the notice of cancellation is mailed to the **CONTRACT HOLDER**. **WE** will not charge a cancellation fee if this Contract is canceled by **US**. **NOT APPLICABLE IN ARIZONA**. If this Contract was purchased in **South Carolina** under Chapter 78 of the South Carolina Code of Laws, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Provider. If this Contract was purchased in **Utah**, the following replaces the above mentioned cancellation guidelines: No cancellation of this contract by **US**, except cancellation for non-payment of premium, shall become effective sooner than thirty (30) days after the delivery or first-class mailing of a written notice to the **CONTRACT HOLDER**. Cancellation for non-payment of premium shall become effective no sooner than ten (10) days after delivery or first class mailing

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of a written notice to the **CONTRACT HOLDER**. Notice of cancellation for non-payment of premium shall include a statement of the reason for cancellation.

- Material misrepresentation; Substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated risk when entering the contract; Substantial breaches of contractual duties, conditions, or warranties.
- Attainment of the age specified as the terminal age for coverage, in which case the insurer may cancel by notice, accompanied by a tender of proportional return of premium.
- Revocation or suspension of the driver's license of the named insured or any other person who customarily drives the car.

••OTHER IMPORTANT CONTRACT PROVISIONS••

ARBITRATION

All claims or disputes relating to this Service Contract or the breach thereof shall be decided by binding arbitration unless YOU and Warranty America agree otherwise. Arbitration shall be specifically enforceable under the prevailing arbitration law. **WE** agree to use one (1) arbitrator, mutually acceptable to YOU and **US**. Written notice of the request for arbitration must be filed with **US** within a reasonable time after the claim or dispute has arisen, but not later than one (1) year after the claim or dispute arises. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

If YOU have any legal claim against **US** and do not agree to arbitration, YOU agree that any action, claim, or suit shall only be brought in the District Court, Jefferson County, Colorado. If YOU bring any such action, claim, or suit against **US** in any court or forum other than in the District Court, Jefferson County, Colorado, **WE** can seek dismissal of YOUR action, claim, or suit and require that it be maintained in Jefferson County, Colorado. No arbitration clause may prohibit an Arizona Service **CONTRACT HOLDER** from seeking remedy by filing a complaint with the director of the Arizona Department of Insurance. AZ Contract holder may file any complaint under the provisions A.R.S. § 20-1095.04 and/or A.R.S. 20-1095.09 with ADOI Consumer Affairs Division by calling 800-325-2548. The venue for arbitration settlement or any legal claim by a Arizona resident **CONTRACT HOLDER** is the state of Arizona.

ARIZONA- Claims may not be denied solely because of a pre-existing condition unknown by the **CONTRACT HOLDER** at time of purchase.

CONNECTICUT – The expiration date of this contract shall automatically be extended by the duration that the vehicle is in **OUR** custody being repaired. “Resolution of Dispute” – Written complaints may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn, Consumer Affairs. The Written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty contract.

IDAHO – Coverage afforded under this motor Vehicle Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

IOWA – The Iowa Insurance Commissioner is Therese M. Vaughan, Division of Insurance, State of Iowa, 330 East Maple Street, Des Moines, Iowa 50319.

MISSOURI, MINNESOTA, OKLAHOMA, TEXAS – Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement insurance policy.

SOUTH CAROLINA – If the provider does not timely resolve such matters within (60) days of proof of loss, they may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, or (800)768-6134.

TEXAS – Unresolved complaints concerning Provider or questions concerning the regulation of Service Contract providers may be addressed to the Texas Department of Licensing and Regulation, E.O. Thompson State Office Building, 920 Colorado, Austin, Texas 78701, (512) 463-2906.

UTAH – Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

WASHINGTON – The implied warranty of merchantability on the motor vehicle is not waived if the Contract has been purchased within ninety (90) days of the purchase date of the motor vehicle from a Provider who also sold the motor vehicle covered by the Contract. The **CONTRACT HOLDER** acknowledges by initialing hereafter that he/she has read the sections entitled **CONTRACT HOLDER** Obligations, What To Do If You Have A **BREAKDOWN, COVERED PARTS**, Exclusions -What This Vehicle Service Contract Does Not Cover, Contract Term, and How This Contract May Be Canceled.

WISCONSIN – Claims may not be denied solely because the **CONTRACT HOLDER** did not obtain preauthorization within a reasonable time frame. **This warranty is subject to limited regulation by the office of the commissioner of insurance. A security deposit with the Wisconsin state treasurer is being used in lieu of an insurance policy**

WYOMING – Arbitration will be in accordance with the Wyoming Arbitration Act. Any other legal action is in accordance with Wyoming state law.

The aggregate total of Provider's liability for all benefits paid or payable during the term of this Contract shall not exceed the Trade In Value of the vehicle according to current National Auto Dealers Association standards at the time of **BREAKDOWN**.

This Contract is not renewable.

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION

CLAIMS 1-800-531-1925