

# CONGRATULATIONS!

Thank you for choosing our service contact.

## Repair Service – US and Canada

If you need repair service, refer to the “Your Instructions in the Event of a Mechanical Breakdown” section of this booklet. You may take your vehicle to any licensed repair facility in the United States or Canada. If your vehicle is still covered by its manufacturer’s warranty you should return the vehicle to a manufacturer’s authorized Repair Facility.

## Vehicle Operation and Care

If you have a questions or problems during the term of your contract, please call the Administrator toll free at 1-877-356-1500.

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## I. DEFINITIONS

This **Contract** contains words and phrases that have particular meaning and appear throughout this **Contract**.

- **You, Your** – means the **Contract Holder** as shown on the Registration Page or the person to whom the **Contract** was properly transferred.
- **We, Us, Our** – means the service **Contract** provider ('Obligor') and is defined as: National Administrative Service Co., LLC., 400 Metro Place N., Suite 360, Dublin, Ohio 43017, telephone number 877-356-1500, who is obligated to provide services and pay claims under this **Contract**.

The obligor's performance under this **Contract** is insured by General Fidelity Insurance Company, 201 North Tryon Street, Charlotte, Mail Code NC1-022-1902, NC 28255, PH: 866-373-5939.

- **Administrator** – means the Company that provides administrative services for this VEHICLE SERVICE CONTRACT.
- **Contract** – means this Vehicle Service **Contract** which **You** have purchased from **Us** to protect **Your Vehicle**.
- **Coverage, Coverage Selected** – means the level of protection **You** have selected, as shown on the Registration Page.
- **Deductible** – means the amount **You** are required to pay, as shown on the Registration Page, for covered **Breakdowns**.
- **Mechanical Breakdown, Breakdown** – means any part(s) covered by this **Contract** that fails to perform the function for which it was designed due to material defect or fails to perform within the manufacturer's specifications for the age and mileage of the **Vehicle**. Providing it has received required maintenance as defined under Section III Your Responsibilities for Services and Maintenance.
- **Vehicle** – means the eligible passenger car, van, light truck (1-ton or less) or sport-utility vehicle described on the Registration Page.
- **Contract Purchase Date** – means the sale date of the **Contract** to **You**.
- **Odometer Reading At Purchase Date** – means the original mileage on **Your Vehicle's** odometer on the **Contract Purchase Date**.
- **Licensed Repair Facility, Repair Facility** – means an Automotive repair facility, which is ASE (Automotive Service Excellence) Licensed and operating in compliance with all City, State & Federal guidelines which regulate such facilities.
- **Manufacturer's Warranty** - means the warranty provided at no additional cost to **You** by the **Vehicle's** manufacturer.

## II. CONTRACT PROVISIONS

- A. Coverage Period – Coverage** begins at the later of 30 days after the **Contract Purchase Date** or 1000 miles after the **Odometer Reading at Purchase Date**. **Coverage** ends when either the **Vehicle's** odometer registers the mileage indicated on the registration page as Expiration Miles or the Expiration Date whichever occurs first.
- B. Coverage Provided – We** will reimburse **You** or a **Licensed Repair Facility** for the costs to repair or replace covered parts that fail due to a **Mechanical Breakdown**, less the applicable **Deductible**. Labor fees are reimbursed according to a nationally recognized labor guide and subject to a maximum per hour rate not to exceed the limit stated in Section II.D. Replacement parts may be of new, remanufactured, or of like kind and quality. Reimbursement is based on the Manufacturer's Suggested Retail Price on parts and the labor is based on a nationally recognized labor manual.
- C. Territory - This Contract** applies only to **Breakdowns** and repairs that occur in the United States or Canada.
- D. Limit of Liability**
- 1 – Per Incident: Liability shall be limited to the reasonable price for repair or replacement of any covered part, not to exceed the manufacturers' suggested retail price. The reasonable price is based upon nationally recognized flat rate and/or factory manuals. In no event will the liability for each **Mechanical Breakdown** or **Failure** under this **Contract** exceed the trade-in allowance of the **Vehicle** established by the current NADA Official Used Car Guide at the time immediately preceding the **Mechanical Breakdown** or **Failure**.
  - 2 – Aggregate: The aggregate limit of liability of all benefits payable shall never exceed the Actual Cash Value of **Your Vehicle** at time of purchase / lease, or \$50,000.00 (fifty-thousand dollars), whichever amount is less. **We** will not be liable to **You** for consequential damages or injuries, nor for any costs or expenses that provide betterment, upgrade, or enhancement to **You** or **Your Vehicle**. This limit of liability applies regardless of the cause and regardless of the legal theory asserted. There are no warranties that extend beyond the description on the face hereof. The warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed.
- E. Transfer of Contract – This Contract** applies only to **You** and the **Vehicle** listed on the Registration Page. This **Contract** may be transferred one time only, at **Your** request, to the next owner (private party) of the **Vehicle** while the **Contract** is still in force. This **Contract** may be transferred by providing the **Administrator** with the following information within 30 days of transfer of ownership.
1. The original **Contract** and Registration Page;
  2. Copies of all of **Your** maintenance and service receipts for the **Vehicle** as required in Section III. Your Responsibilities for Services and Maintenance;

3. Name and address of the new owner, date of sale to the new owner, and a current certified odometer statement;
4. \$75 Transfer Fee made payable to the **Administrator**;
5. If any portion of the **Manufacturer's Warranty** is in effect at the time of transfer, the transfer of the **Contract** will be valid only if the **Manufacturer's Warranty** is also transferable and the **Contract** is properly transferred.
6. Failure or inability to provide valid and complete maintenance and service records will result in transfer denial.

#### F. Cancellation Provisions

1. **You** may cancel this **Contract** at any time by returning it to **Us**. A current certified odometer statement indicating the odometer reading at the date of the request for cancellation will be required.
2. If no claim has been made under this **Contract**, **You** may return this **Contract** within the first thirty (30) days. The **Contract** will be void and **We** will refund to **You** the full amount of Money paid by **You**. This right to void the **Contract** is not transferable and applies only to the original **Contract** purchaser.
3. If **You** cancel this **Contract** after the first thirty (30) days or anytime after a claim has been authorized or paid, **We** will refund an amount of the **Contract** price according to the pro-rata method which reflects the greater of the days in force or the miles driven based on the term of the coverage selected and the date Coverage began, less any claims paid on the **Contract** where applicable by law (In the event of a cancellation due to repossession only, claims payment shall not be deducted from any cancellation refund due). An administrative fee of fifty dollars (\$50.00) will be deducted from the cancellation refund.
4. After this **Contract** has been in force for more than thirty (30) days, **We** may cancel this **Contract** only for:
  - i. nonpayment of the **Contract** price;
  - ii. intentional misrepresentation in obtaining the **Contract**;
  - iii. intentional misrepresentation in the submission of a claim;
  - iv. discovery of an act or omission by **You** or a violation of any of the condition of this **Contract** which occur after the purchase date of this **Contract** and which substantially and materially increase the service required under this **Contract**.
5. **We** may cancel this **Contract** by mailing written notice to **You** at **Your** last known address at least ten (10) days prior to the effective date of cancellation with the reason for the cancellation in the notice.
6. **Your Contract** may be cancelled for non-payment of the **Contract** price or if **Your Vehicle** is declared a total loss or repossessed.
7. If **Your Contract** was financed and **You** or **We** cancel this **Contract**, the lien-holder, if any, will be named on a cancellation refund check as their interest may appear.

8. If **You** or **We** have cancelled this **Contract** and **You** have not received a refund from **Us** within thirty (30) days of such cancellation, **You** may make a claim with the insurance company identified herein.

**G. Our Right To Recover Payment**

If **You** have a right to recover payment against another party for anything **We** have paid under this **Contract**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss, less the **Deductible**.

**H. Arbitration**

In the event any dispute occurs between **You** and **Us**, **You** agree that it shall be resolved by arbitration in accordance with the **Arbitration Rules of the Better Business Bureau** (“**BBB**”). If **You** want a disputed matter to be resolved by **BBB**, **You** must notify the **Administrator** in writing within sixty (60) days of **Administrator’s** final decision.

### **III. Your Responsibilities for Services and Maintenance**

A. **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer’s recommendations, as outlined in the **Owner’s Manual**.

Note: **Your** **Owner’s Manual** lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** conditions. If **You** do not have an **Owner’s Manual**, **You** must change **Your Vehicles** engine oil and filter at three-thousand five hundred (3,500) mile intervals. Failure to follow the manufacturer’s recommendations or these guidelines will result in denial of **Coverage**.

B. If applicable, replace the engine timing belt at the intervals specified by the **Vehicle** manufacturer.

C. It is required that verifiable receipts are retained for the service work. Or, if **You** perform **Your** own service, **You** must retain verifiable receipts showing purchases of all required parts and materials necessary to perform the required maintenance and a log showing the date and mileage when the services were performed.

## IV. What is Covered by This Contract

COVERAGE IS LIMITED TO THE PARTS LISTED BELOW FOR THE COVERAGE OPTION CHOSEN ON THE REGISTRATION PAGE.

1. **Gasoline/Diesel Engine:** Cylinder block, cylinder head(s) if damage by internally lubricated parts. All internally lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, valves, valve springs, seats and guides, lifters, followers, oil pump, timing chain, timing belt and gear. Harmonic balancer, dipstick & tube. Valve covers, timing cover, and oil pan if damaged by internally lubricated parts; vacuum pump, engine mounts.
2. **Transmission:** Transmission case, transfer case and pan if damage by internally lubricated parts. All internally lubricated parts including: torque converter, vacuum modulator, internal linkage, and transmission mounts.
3. **Drive Axle:** Housing(s) and cover if damage by internally lubricated parts. All internally lubricated parts including: axle shafts, universal joints and yokes, constant velocity boot or joint or both, wheel bearings/hubs, drive shaft center bearings, supports, propeller shafts, locking hub mechanisms.
4. **Steering:** Steering box and rack and pinion unit and all their internal lubricated parts including: power steering pump and cylinder, main and intermediate steering shafts and couplings, steering knuckles; pitman arm, idler arm, tie rods ends, drag link.
5. **Brakes:** Non – ABS master cylinder, power booster, calipers, wheel cylinders, hydraulic lines and fittings; proportioning valve, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables.
6. **Electrical:** Alternator, voltage regulator, starter motor, starter solenoid, distributor (excludes cap, rotor and wires), window regulator, heater A/C blower motor.

\*Seals and gaskets are only covered if needed in conjunction with a covered repair.

### Personal Protection Benefits

The following benefits are not subject to a **Deductible**.

1. **Towing – We** will reimburse **You** for **Your** actual towing cost up to a maximum of \$60 per occurrence, if the tow was necessary because of a **Mechanical Breakdown** of a part covered under the **Contract**. Any payment shall be for actual towing or roadside charges in excess of any applicable reimbursement from the manufacturer or any other towing or road service **Coverage**.
2. **Rental Car – We** will reimburse **You** for rental of a replacement vehicle for substitute transportation if there is a **Breakdown** of a covered part under this **Contract** and the approved labor repair time is a minimum of 4 hours. **Our** cost is limited to \$30 per day. Each 8 hours of approved labor time Counts as 1 day, up to a maximum of 5 days. The substitute transportation must be supplied by a duly

licensed Rental Agency and is in excess of any applicable reimbursement from the manufacturer or any other substitute transportation coverage.

3. **Locksmith Service** – If **You** lock **Your** keys in **Your Vehicle** or lose **Your** keys, **You** will be reimbursed up to \$40 for the service call of a locksmith to open **Your Vehicle**. Key cutting or other labor/parts are not covered by this benefit.
4. **Out of Gas/Dead Battery** – **You** will be reimbursed up to \$40 for a service call to jump-start or deliver emergency fuel to **Your Vehicle**. The cost of the fuel is not reimbursable.
5. **Trip Interruption** – Trip interruption occurs when a **Breakdown** disables **Your Vehicle** more than 100 miles from **Your** home, **You** are stranded overnight and covered repairs are not completed. Trip interruption benefits are for motel and restaurant expenses incurred by **You** during the repair period. When such a break down occurs, **You** will be reimbursed up to \$100.00 per day of trip interruption benefits for each 8 hours of approved labor time, up to a maximum of 4 days.

## V. What Is Not Covered By This Contract

- A. **Non-Covered Parts** – Any of the following parts: carburetor; throttle body; battery; battery cables; shock absorbers; struts; manual transmission clutch friction, clutch disc and pressure plate; throw out bearing; pilot bearing; clutch master and slave cylinder; manual and hydraulic linkages; distributor cap and *rotor*; wires; safety restraint systems (including air bags); glass; lenses; headlamp and projection lamp assemblies; sealed beams; light bulbs; fuses; circuit breakers; telephones; television/vcr; electronic and satellite transmitting / receiving devices; brake rotors and drums; exhaust system; evaporative and exhaust emission systems; oxygen sensors; weather stripping; trim; moldings; bright metal; chrome; upholstery; carpet ; zippers; nuts, bolts, and fasteners; cup holders; dash pad and vents; seat frame; seat frame recliner mechanism; paint; outside ornamentation; inside and outside door handles; mirrors; hinges; liftgate and hood supports; hub caps/wheel covers; bumpers; body sheet metal and panels; body parts; frame and engine cradles; body mounts; mounting brackets and structural body parts; vinyl and convertible tops; tires; wheels/rims. Seals and gaskets are covered only if needed in conjunction with a covered repair for vehicles with up to 80,000 odometer miles at the time of the Breakdown; near object avoidance systems; speakers and wiring.
- B. **Scheduled Maintenance Service and Adjustments** – Maintenance services and parts recommended in the Vehicle Manufacturer's Maintenance Schedule. Unless required in conjunction with a covered repair, the following are not covered under this agreement: mechanical adjustments filters; lubricants; coolants; fluids; refrigerants and the service operations necessary to replace them. Other normal maintenance services and parts, including, but not limited to: alignments; wheel balance; tune-ups; sparkplugs; spark plug wires; hoses,

belts; brake pads; brake lining; brake shoes; wiper blades; squeaks and rattles; water leaks; wind noise; thermostat are not covered.

### **C. Non-Covered Conditions**

1. Any repair or replacement made without prior authorization from the Administrator to the Repair Facility.
2. The damage of a non-covered part resulting from the failure of a covered part or damage to a covered part by a non-covered part.
3. Any Breakdown resulting from an outside force including collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water or flood, acts of God, salt, environmental damage, introduction of foreign objects, contamination of fluids, fuels, coolants or lubricants, or any hazard insurable under standard physical damage insurance policies regardless of whether such insurance is in force, or any consequential damage or diminution in value resulting from the failure of a covered or non-covered part.
4. Any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance scheduled for Your Vehicle. For example, some Vehicle manufacturers require the timing belt to be replaced at specific intervals. Failure to perform specified maintenance will result in claim denial.
5. Any Breakdown caused by oil sludge, rust and/or carbon build-up or the failure to maintain proper levels of lubricants and/or coolants or failure to protect Your Vehicle from further damage when a Breakdown has occurred, including failure to replace leaking seals and/or gaskets in a timely manner.
6. Any Breakdown caused by overheating regardless of the cause.
7. Any repair or replacement of a covered part if a Breakdown has not occurred, or repair or replacement of parts in connection with a covered repair when those parts are not necessary for the completion of the covered repair, or were not damaged by the failure of a covered part such repair or replacement is considered an improvement to Your Vehicle and is not covered by this Contract.
8. Any Breakdown caused by gradual reduction in operating performance due to normal Wear & Tear. Wear & Tear is defined a component that has not failed but does not meet the manufacturer's specifications.
9. Any repair for the purpose of correcting engine compression or oil consumption when a Breakdown has not occurred, including but not limited to, Burnt valves, valve grinding, stuck or carboned piston rings are not covered.
10. If Your Vehicle has been altered and does not meet manufacturer's specifications, including but not limited to, any custom or add-on part, all frame or suspension modifications, lift kits, oversized/undersized tires, emissions and/or exhaust systems modifications, or powertrain modifications.



11. If Your odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way since You have had title to Your Vehicle.
12. For any liability for property damage, or for injury to or death of any person or for loss of use, time, profit, inconvenience arising out of the operation, maintenance or use of Your Vehicle described in this Contract whether or not related to the covered parts.
13. When the responsibility for a repair is covered by an insurance policy, or a repairer's guarantee/warranty, or any warranty from the manufacturer, or if the manufacturer has announced its responsibility by any means, including but not limited to, public recalls, factory service bulletins, or programming of modules; even if the manufacturers no longer honors their own warranty.
14. Any Breakdown caused by being towed, or towing a trailer, another Vehicle or any other object, unless Your Vehicle is equipped for this use as recommended by the manufacturer.
15. If Your Vehicle is used as a commercial vehicle, to generate income, or is used for rental, taxi, limousine or shuttle, delivery, towing, road repair operations, construction, job site activities, commercial hauling, police or emergency service, principally off-road use, racing or competitive driving, snow removal, route work, service, or repair.
16. Any Breakdown reasonably determined to have occurred prior to the beginning of the Coverage Period (pre-existing), or if the information provided by You, or the Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate.
17. For Breakdown that occurs and/or repairs made outside of the continental United States, Alaska, Hawaii or Canada.
18. For any part not covered or excluded by the original vehicle manufacturer's warranty, or any maintenance services and parts described in the owners manual for Your Vehicle.
19. Reimbursement does not include diminution in value to Your Vehicle.

## VI. FILING A CLAIM

If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

- A. Prevent further damage - Take immediate action to prevent further damage. This Contract will not cover the damage caused by not securing a timely repair of the failed component.
- B. Call the Administrator at 1-877-356-1500 for a list of approved Repair Facilities in Your area.
- C. Provide evidence of Coverage – Provide the Repair Facility with a copy of Your Contract and/or Your Contract number.
- D. Administrator shall have the right to select the Repair Facility and shall have sole discretion regarding repairs to be made under this Contract in the event

that any **Repair Facility** engaged to perform repairs contemplated by the service **Contract** charges for parts and labor in excess of amounts published in industry manuals published by Chilton Motors, Mitchell, All Data and any other such manuals used by the **Administrator** to determine reasonable costs of repair.

- E. Obtain claim payment authorization from the **Administrator** –Prior to any repair being made, instruct the Service Manager at the **Repair Facility** to contact the **Administrator** to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered except as provided for under Item J “Emergency Repairs”. **The amount authorized by the Administrator is the maximum amount that will be paid for any repairs covered under the terms of this Contract. Any additional amount must receive prior approval from the Administrator.**
- F. Authorize tear-down and /or inspection – In some cases, **You** may need to authorize the **Repair Facility** to inspect and/or tear-down **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the **Breakdown** is not covered under this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being made.
- G. Review coverage – After the **Administrator** has been contacted, review with the Service Manager what will be covered by this **Contract**.
- H. Pay any applicable **Deductible** – At **Our** election, **We** will reimburse the **Repair Facility** or **You** the usual and fair charges for repairs performed on **Your Vehicle** that are covered by this **Contract** and previously authorized, less any applicable **Deductible** as shown on the **Registration Page**.
- I. Submit the **Repair Facility’s** completed Repair Order form within thirty days (30 days) – Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the **Administrator** within thirty (30) days to be eligible for reimbursement.
- J. **Emergency Repairs** – Should an emergency occur which requires a **Breakdown** repair to be made at a time when the **Administrator’s** office is closed, **You** must call the **Administrators** office within five (5) business days from the date of repair to determine if such repair will be covered. If it is determined that the repair is to be covered by this **Contract**, **You** will be reimbursed for the repair. Reimbursement is based on the Manufacturer’s Suggested Retail Price for parts and the labor is based on a nationally recognized labor manual. Note: Emergency repairs exceeding four hundred dollars (\$400) in cost must always be pre-authorized by the **Administrator**. **You** assume all liability for payment of repairs that are not authorized to the repair facility.

If **You** have any questions regarding these provisions please call or contact **Us** at:

**National Administrative Service Co., LLC**  
**Attention: Claims**  
**400 Metro Place N., Suite 360**  
**Dublin, OH 43017**

SAMPLE