

## COVERAGE LEVELS

### POWERCare COVERAGE

### INCLUDES ITEMS 1-5

IF THE COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC IS POWERCARE, THEN THE FOLLOWING SPECIFIC VEHICLE COMPONENTS (1-5) ARE COVERED IN THE EVENT OF A MECHANICAL BREAKDOWN OR FAILURE, SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS (SECTION "E. WHAT IS NOT COVERED") OF THIS VSC.

- ENGINE:** All internal, lubricated parts. Cylinder Block; Cylinder Head(s); Harmonic Balancer; Timing Chain, Timing Belt, Balance Shaft Belt, Gears, Pulleys, Guides and Tensioners; Oil Pump; Intake and Exhaust Manifold; Diesel Engine Vacuum Pump; Engine Mounts. The following parts are covered only if damaged by the **FAILURE** of an internal, lubricated part: Cylinder Barrels, Timing Chain Cover, Valve Covers, Oil Pan and Rotor Housing.
- TRANSMISSION / TRANSFER CASE:**  
**MANUAL TRANSMISSION / TRANSFER CASE:** All internal, lubricated parts. Flywheel; Transmission Mounts; Clutch Master and Slave Cylinder. The following parts are covered only if damaged by the **FAILURE** of an internal, lubricated part: Transmission Case, Oil Pan and Transfer Case.

**AUTOMATIC TRANSMISSION / TRANSFER CASE:** All internal, lubricated parts. Flex Plate; Vacuum Modulator; Transmission Mounts. Torque Converter if internally damaged. The following parts are covered only if damaged by the **FAILURE** of an internal, lubricated part: Transmission Case, Oil Pan and Transfer Case.

- DRIVE AXLE (FRONT/REAR):** All internal, lubricated parts. Drive Shafts; Axle Bearings; Drive Axles, Stub Axles, Tripod Joints; Universal Joints; Constant Velocity Joints and Boots; Locking Hub Assembly. Drive Axle Housing if damaged due to the **FAILURE** of an internal, lubricated part.
- SEALS AND GASKETS:** Seals and Gaskets on all covered parts.
- TAXES AND FLUIDS:** State and local taxes, where applicable, and fluids as required as part of a covered repair.

**PLEASE NOTE:** Some vehicle manufacturers require that the Timing Belt be changed at a specific interval. YOU must follow YOUR VEHICLE manufacturer's maintenance guidelines to avoid denial of a claim because of improper maintenance. See section "C. YOUR RESPONSIBILITIES" in this VSC for more details.

### PRIMARYCare COVERAGE

### INCLUDES ITEMS 1-10

IF THE COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC IS PRIMARYCARE, THEN IN ADDITION TO ITEMS 1-5, THE FOLLOWING SPECIFIC VEHICLE COMPONENTS (6-10) ARE ALSO COVERED IN THE EVENT OF A MECHANICAL BREAKDOWN OR FAILURE, SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS (SECTION "E. WHAT IS NOT COVERED") OF THIS VSC.

- AIR CONDITIONING:** Condenser; Evaporator; Compressor; Accumulator; Receiver Dehydrator; Clutch, Pulley and Field Coil; Idler Pulley and Bearing; Expansion Valve; P.O.A. Valve; Orifice Tube.
- HEATING:** HVAC Blower Motor; Heater Control Switch; Heating Cables; Heater Core. Fluids required as part of a covered repair.
- FUEL SYSTEM:** Fuel Pump(s); Fuel Injectors; Fuel Injection Pump; Fuel Distributor; Fuel Tank; Metal Fuel Lines.

**COOLING SYSTEM:** Water Pump; Radiator; Fan, Viscous Drive, Clutch and Motor; Condenser Fan; Cooling Fan Thermal Switch; Thermostat.

**BRAKING SYSTEM:** ABS Control Unit, Wheel Sensors, Pump and Motor, Accumulator, Actuator Assembly; Master Cylinder; Vacuum/Hydraulic Assist Booster; Wheel Cylinders; Disc Brake Caliper, Pistons and Seals; Proportioning Valve; Metal Hydraulic Lines and Fittings.

### STATEDCare COVERAGE

### INCLUDES ITEMS 1-14

IF THE COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC IS STATEDCARE, THEN IN ADDITION TO THE COMPONENTS LISTED IN COMPONENT GROUPS 1-10, THE FOLLOWING SPECIFIC VEHICLE COMPONENTS (11-14) ARE ALSO COVERED IN THE EVENT OF A MECHANICAL BREAKDOWN OR FAILURE, SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS (SECTION "E. WHAT IS NOT COVERED") OF THIS VSC.

- SUSPENSION (FRONT/REAR):** Upper and Lower Control Arms, Control Arm Shaft and Bushings; Upper and Lower Ball Joints; King Pins and Bushings; Torsion Bars; Strut Bar and Bushings; Stabilizer Bar; Links and Bushings; Wheel Bearings; Hub Bearings; Knuckle; Spindle and Support. MacPherson Strut Housing not including Shock Absorber or Inset.
- STEERING:** All lubricated parts contained within the Steering Gear Box. Rack Assembly, Control Valve; Power Steering Pump; Power Cylinder Assembly; Pitman Arm; Idler Arm; Tie Rod Ends; Drag Link; Steering Column Shaft and Coupling.
- ELECTRICAL SYSTEM:** Alternator; Voltage Regulator; Distributor; Ignition Module; Coil; Engine Wiring Harness; Manually-Operated Switches; Wiper Motor(s); Starter Drive and

Solenoid; Starter Motor; Ring Gear; Anti-Detonation Sensors; Factory Installed AM/FM Radio, Cassette Player, C.D. Player and Speakers.

**HIGH-TECH / CONVENIENCE GROUP:** Four-Wheel Steering Center Shaft and Couplings, Power Steering Unit, Control Unit, Control Valve, Speed Sensors and Oil Pump; Turbocharger, Intercooler, Wastegate, Wastegate Actuator/Controller; Supercharger, Pulley and Clutch; Computerized Timing and Mixture Control Unit and Sensors; Power Door Lock Switches and Actuators; Cruise Control Module, Servo, Engagement Switch; Power Window Motor and Regulators; Power Seat Motor; Power Antenna; Power Sun/Moon Roof Motor; Ignition Switches.

### TOTALCare COVERAGE

IF THE COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC IS TOTALCARE, THEN THIS VSC COVERS ALL COMPONENTS AND PARTS IN THE EVENT OF A MECHANICAL BREAKDOWN OR FAILURE, SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS (SECTION "E. WHAT IS NOT COVERED") OF THIS VSC.

### ADDITIONAL BENEFITS

### DEDUCTIBLE DOES NOT APPLY TO ADDITIONAL BENEFITS

**RENTAL CAR REIMBURSEMENT:** If YOU must rent a car due to the **FAILURE** of a part covered by this VSC, YOU will be reimbursed for actual expenses incurred (excluding fuel, collision damage waiver and optional insurance charges) for substitute transportation up to the maximum daily rate as indicated in the Additional Benefits section on page one (1) of this VSC, for a maximum of six (6) days per occurrence. The number of days of rental reimbursement will be determined by the **FAILURE** and the reasonable time to repair that **FAILURE**, which may include parts delay. Reimbursement is only applicable when substitute transportation has been rented through a licensed rental agency. Rental Car Reimbursement is not subject to a **DEDUCTIBLE**. In addition, Rental Car Reimbursement will be made for all **FAILURES** covered by the manufacturer's warranty and not otherwise excluded by this VSC.

**TOWING REIMBURSEMENT:** If YOUR VEHICLE must be towed due to the **FAILURE** of a part covered by this VSC, YOU will be reimbursed for reasonable towing charges not to exceed \$65 per **BREAKDOWN**, unless YOU return to the **SELLING DEALER**, then YOU will be reimbursed for reasonable towing charges not to exceed \$100 per **BREAKDOWN**. Any reimbursement shall be for actual towing charges which exceed any payment that YOU receive from a manufacturer, insurance company or motor club. Reimbursement is only applicable when this VEHICLE has been towed by a licensed towing service. Towing is not subject to a **DEDUCTIBLE**. In addition, Towing reimbursement will be made for all **FAILURES** covered by the manufacturer's warranty and not otherwise excluded by this VSC.

**TIRE AND WHEEL (Available on TOTALCare and STATEDCare):** WE will pay by corporate credit card\* for the cost to replace YOUR tires (original tires as supplied by the manufacturer and replacement tires of like kind and quality), for the length of this VSC, if damaged from glass, metal punctures or other road hazard on a public roadway. WE will pay for the replacement

of wheels (original wheels as supplied by the manufacturer and replacement wheels of like kind and quality) rendered unserviceable due to the road hazard damage of a tire covered under this VSC. Unserviceable means that the wheel is unable to seal with the tire, resulting in air loss. YOU must provide receipts. YOUR tire(s) must have at least 3/32" of tread depth at time of blow out or flat for this coverage to apply.

**TRIP INTERRUPTION REIMBURSEMENT (Available on TOTALCare and STATEDCare):** If a **BREAKDOWN** to a covered part, or if a **FAILURE** which is covered under a manufacturer's warranty and is not otherwise excluded by this VSC, disables YOUR VEHICLE and YOU are required to remain overnight more than 50 miles from YOUR mailing address while repairs are completed, WE will reimburse YOU up to \$300, not to exceed \$100 per day, for the first three (3) consecutive days, for costs incurred by YOU for meals and lodging between the date of **BREAKDOWN** and the date repairs are completed. YOU must provide US with valid lodging and meal receipts in order to be reimbursed.

**TRANSFERABLE:** YOU can transfer this coverage to another private owner of the VEHICLE, subject to terms, conditions and exclusions of this VSC. See section "K. TRANSFER OF THIS CONTRACT" for details.

**RENEWABLE:** YOU can purchase another VSC for the VEHICLE identified in the Customer Information section of this VSC prior to the expiration of the current VSC, subject to terms, conditions and exclusions of this VSC. See section "L. RENEWAL OF COVERAGE" for details.

\*IF THE CORPORATE CREDIT CARD IS NOT AN ACCEPTED FORM OF PAYMENT, YOU WILL BE REIMBURSED.

### ROADSIDE ASSISTANCE

YOU will also receive Roadside Assistance Benefits, effective for a period equal to this VSC Period, at no additional cost to YOU. If this VSC is cancelled, then these benefits will be cancelled as well. YOUR Roadside Assistance Benefits include the following services: 24-HOUR

TOLL-FREE EMERGENCY DISPATCH; EMERGENCY TOWING, EVEN IF REQUIRED FOR SOMETHING OTHER THAN A MECHANICAL BREAKDOWN OR FAILURE; BATTERY JUMP START; FUEL DELIVERY; FLAT TIRE SERVICE; LOCKOUT SERVICE. To request Roadside Assistance Benefits call 1-866-360-5831.

### OPTIONAL BENEFITS

### COVERAGES AND DEDUCTIBLES

**COMMERCIAL VEHICLE:** "Commercial" must be identified in the Customer Information section of this VSC if YOUR VEHICLE is to be used for Commercial purposes, which includes but is not limited to VEHICLES used for commercial or government purposes, pick-up, and delivery service, company pool use, or business travel when the VEHICLE is used by more than one driver, deliveries, service or repair calls, route work, job site activities, construction, farming, ranching or hauling. Commercial Coverage does not include use of the VEHICLE for livery (for rent or for hire), snow plow, emergency, taxi or police usage.

**SNOW PLOW COVERAGE:** "Snow Plow" must be identified in the Customer Information section of this VSC if YOUR VEHICLE is to be used for NONCOMMERCIAL snow plowing, provided that YOUR VEHICLE is properly equipped for such use as required by the manufacturer. Please note, however, that the snow plow itself is not a covered part or component.

**ZERO DEDUCTIBLE (ONLY AVAILABLE ON MAX MILES VEHICLE TERM):** If YOU purchased the Zero DEDUCTIBLE Option, then YOUR DEDUCTIBLE is zero (\$0) for a covered repair.

## TERMS AND CONDITIONS

THIS VSC IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS, EXTENSIONS, EXCEPTIONS AND DEFINITIONS. NO PERSON HAS THE AUTHORITY TO CHANGE THIS VSC OR TO WAIVE ANY OF ITS PROVISIONS. THIS VSC IS FOR THE SOLE BENEFIT OF THE PURCHASER NAMED HEREIN AND APPLIES ONLY TO THE VEHICLE DESCRIBED IN THE CUSTOMER INFORMATION SECTION OF THIS VSC.

### DEFINITIONS:

- **ADD-ON MILES VEHICLE TERM:** means the time and mileage limits of the term selected start on this **VSC PURCHASE DATE** and from the mileage on the odometer on that date. Coverage expires when the length of time of the term selected is reached or total mileage on the **VEHICLE** is equal to the sum of the selected mileage plus the stated mileage on the **VEHICLE** at this **VSC PURCHASE DATE**, whichever occurs first.
- **ADMINISTRATOR:** means the company appointed by **US** to administer this **VSC**, Automobile Protection Corporation – APCO.
- **CONTRACT, VSC:** means this **VEHICLE SERVICE CONTRACT (VSC)**. It is a **VSC** between **YOU** and **US**.
- **CONTRACT PURCHASE DATE:** means the date that **YOU** purchased this **VSC**.
- **DEDUCTIBLE:** means the portion that **YOU** must pay for a covered repair, as indicated in the Customer Information section of this **VSC**.
- **FLAT CANCELLATION:** means **OUR** cancellation of this **VSC** upon the return of this **VSC** to the **ADMINISTRATOR** within 90 days after this **VSC PURCHASE DATE** by **YOU** and no claim has been requested, authorized or paid to **YOU** or on **YOUR** behalf prior to the return of this **VSC** for a full or 100% return of this **VSC** purchase price. The full refund applies only to the original purchaser of this **VSC** under the above provisions.
- **IN-SERVICE DATE:** means the date the **VEHICLE** was first put into service, not the date **YOU** purchased **YOUR VEHICLE**.
- **MAX MILES VEHICLE TERM:** means the time and mileage limits of this **VSC** term selected start on this **VSC PURCHASE DATE** and at **ZERO MILES** on the odometer. Coverage expires when the length of time of the term selected has reached the expiration date OR the **VEHICLE** has reached this **VSC MAX MILES VEHICLE TERM**, whichever occurs first. (Term mileage is NOT in addition to the existing mileage at time of purchase.)
- **MECHANICAL BREAKDOWN or FAILURE:** means the inability of any covered part(s) to perform the function(s) for which it was designed due to defects in material or workmanship of that covered part. **MECHANICAL BREAKDOWN** does not include the gradual reduction in operating performance due to normal wear and tear, where a **FAILURE** has not occurred. The manufacturer has established tolerances for the express purpose of defining **FAILURE** and serviceability. When specifications exceed these manufacturer's tolerances a **FAILURE** will be considered to have occurred.
- **SELLING DEALER:** means the **DEALER** from whom **YOU** purchased this **VSC**.
- **VEHICLE:** means the **VEHICLE** described in the Customer Information section of this **VSC**.
- **WE, US, OUR:** means the Issuing Provider of this **VSC**.
- **YOU, YOUR:** means the purchaser of this **VSC**.

### A. ONE-TIME DEDUCTIBLE GUARANTEE

Once a part is repaired or replaced under the terms and conditions of this **VSC**, any **DEDUCTIBLE** amount for future repair or replacement of that part will be waived, for the term of this **VSC**.

### B. OUR RESPONSIBILITIES

**WE** agree to repair, replace or reimburse **YOU** for the reasonable cost to repair or replace any of the parts covered, if required due to a **MECHANICAL BREAKDOWN or FAILURE**. At **OUR** election, **WE** will repair or pay the cost of repair for any **MECHANICAL BREAKDOWN or FAILURE** of a covered part. For coverage limitations see section "H. LIMITS OF LIABILITY".

### C. YOUR RESPONSIBILITIES

To keep this **VSC** valid, **YOU** must have **YOUR VEHICLE** serviced as recommended by the **VEHICLE** manufacturer. If requested, proof of required service including verifiable receipts showing date and mileage of the **VEHICLE** at the time of service must be presented in order to have repairs begun on **YOUR VEHICLE**. Service within 1,000 miles and/or 30 days of the manufacturer's recommended

interval shall be considered compliance under the terms of this **VSC**.

Upon customary and reasonable notice of the occurrence of a **MECHANICAL BREAKDOWN or FAILURE**, **YOU** shall protect the **VEHICLE** from further damage, whether or not such **MECHANICAL BREAKDOWN or FAILURE** is covered by this **VSC**. Any operation of the **VEHICLE** that results in further damage, related to the original **MECHANICAL BREAKDOWN or FAILURE**, shall be considered **YOUR** failure to protect the **VEHICLE** and shall not be covered under this **VSC**. **YOU** are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving the **VEHICLE**. **YOU** are required to safely pull **YOUR VEHICLE** off the road and shut off the engine immediately when either of these lights/gauges indicates a problem.

**YOU** must give **YOUR** authorization to the repair facility for teardown to diagnose a problem. **YOU** may be required to supply the **ADMINISTRATOR** with all maintenance records for service performed on the **VEHICLE**, when the maintenance involved relates to the specific **FAILURE** or to verify odometer operation.

### D. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE

1. In the event of **MECHANICAL BREAKDOWN or FAILURE** **YOU** may take **YOUR VEHICLE** to any licensed repair facility. However, it is suggested that **YOU** return the **VEHICLE** to the **SELLING DEALER**. Authorization from the **ADMINISTRATOR**, verified by issuance of an authorization code, must be received before any repairs are performed under this **VSC**. In the event of a **MECHANICAL BREAKDOWN or FAILURE** after the **ADMINISTRATOR'S** office hours, **YOU** may immediately take **YOUR VEHICLE** to any licensed repair facility. The licensed repair facility must contact the **ADMINISTRATOR** on the next business day to determine whether the **MECHANICAL BREAKDOWN or FAILURE** is covered pursuant to this **VSC'S** provisions. Nothing herein authorizes repairs not otherwise covered under this **VSC**.

- a. Have **YOUR VSC** number, mileage and date of **FAILURE** ready for the **ADMINISTRATOR**.
- b. Have the authorized service representative contact the **ADMINISTRATOR**.

Upon **OUR** request, **YOU** must allow the **ADMINISTRATOR** to inspect **YOUR VEHICLE** to gather necessary information regarding any claim. Under certain conditions when a **MECHANICAL BREAKDOWN or FAILURE** occurs **YOU** may be required to have the **VEHICLE** returned to the **SELLING DEALER**.

2. Submitting A Claim:

Once the claim has been authorized, **YOU** are responsible for payment of the **DEDUCTIBLE** and any items not covered by this **VSC**. Submit the following to the **ADMINISTRATOR**:

- a. A legible, itemized repair order signed by **YOU**.
- b. All sublet bills, towing and rental receipts, when applicable.
- c. All lodging and meal receipts, when applicable.

### E. WHAT IS NOT COVERED

1. **MECHANICAL BREAKDOWN or FAILURE:**

- a. When repairs are performed without prior authorization;
- b. Caused by negligence, misuse or abuse;
- c. Caused by a lack of maintenance, such as maintenance of the constant velocity joint boot, timing belt and brake pads (see maintenance requirements in section "C. YOUR RESPONSIBILITIES");
- d. Caused by any external cause such as collision, theft, freezing, fire, vandalism, riot or explosion, lightning, earthquake, windstorm, hail, volcanic eruption, water or flood;
- e. Of any part damaged by fire, regardless of cause;
- f. Tire or wheel damage due to traffic accident, improper inflation, overloading, dry rot, tread separation, defective tire or curb impact damage;

- g. Wheel damage as a result of continued operation on a flat tire;
- h. Arising out of the **FAILURE** of an otherwise covered part whose **FAILURE** has been determined by the **ADMINISTRATOR** to be affected by modifications and/or alterations to the **VEHICLE** that do not meet the manufacturer's specifications, and have not been approved by the manufacturer's authorized representative. (Some examples: over or undersized tires or rims, exhaust or intake system modifications, ignition or fuel system modifications, suspension or steering system modifications);
  - i. Related to optional coverage when the applicable optional coverage box in the Customer Information section has not been marked;
  - j. Covered by warranty, repairer's guarantee, other service contract or insurance policy, regardless of whether each: can or cannot be honored or collected or is unavailable for any reason, including such entity or person providing the warranty, repairer's guaranty, other service contract or insurance policy has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity or person makes an assignment for the benefit of creditors;
  - k. Of any part(s), component(s) or repair(s) described as covered by the manufacturer, distributor or importer's warranty for the term and mileage of such coverage at the time of first retail sale, regardless of whether such warranty for part(s), component(s) or repair(s): can or cannot be honored or collected or is invalidated for any reason, including if the manufacturer, distributor or importer has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or such entity makes an assignment for the benefit of creditors;
  - l. If **YOUR VEHICLE** is used for commercial purposes, which includes but is not limited to **VEHICLES** used for commercial or government purposes, pick-up and delivery service, company pool use, or business travel when the **VEHICLE** is used by more than one driver, deliveries, service or repair calls, route work, job site activities, construction, farming, ranching or hauling, unless Commercial Coverage is indicated in the Customer Information section of this **VSC**;
  - m. If **YOUR VEHICLE** is used for snow plowing or commercially, in a manner which is not included in those coverages. Please see the coverage description in this **VSC** for definitions, coverages and restrictions;
  - n. If **YOUR VEHICLE** is used for racing on or off road, competition or speed contests;
  - o. If **YOUR VEHICLE** is used for towing a trailer in excess of 2,000 lbs. unless equipped with a factory-approved towing kit and the weight of the trailer does not exceed manufacturer's specifications;
  - p. If **YOUR VEHICLE** is used as a police car or other emergency vehicle, or for livery (for rent or for hire), rental or taxi;
  - q. Where it is determined that for more than one (1) month or 1,000 miles the odometer has been inaccurate, inoperative or altered so that the **VEHICLE'S** true mileage cannot be verified;
  - r. That is a direct result of a mechanical or structural defect when the manufacturer, distributor or importer has announced a public recall for the purpose of correcting such defect regardless of whether the manufacturer, distributor or importer can or cannot honor or correct such recalled defect or is unavailable for any reason, including such entity or

person providing the public recall has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity or person makes an assignment for the benefit of creditors;

- s. Due to continued operation and failure to protect the **VEHICLE** from further damage caused by lack of necessary coolants or lubricants;
  - t. Due to lack of lubrication from sludge or varnish, regardless of cause;
  - u. Of a covered part damaged by a non-covered part;
  - v. Of a non-covered part damaged by a covered part, **unless YOU have TOTALCare coverage**, as indicated in the Customer Information section of this **VSC**;
  - w. Of a covered part which is damaged by or as a result of sludge, fuel or lubricant contamination, rust or corrosion, regardless of cause;
  - x. Any damage resulting from pre-ignition or detonation, regardless of cause;
  - y. That occurs prior to this **VSC'S** effective date or is reported after this **VSC'S** expiration.
2. Loss of time, loss of use, inconvenience, bodily injury and property damage, or other incidental or consequential damage that results from **MECHANICAL BREAKDOWN** or **FAILURE**.
  3. Storage and freight charges.
  4. Repairs to any non-covered parts.
  5. The cost of teardown, disassembly or assembly if coverage cannot be applied.
  6. Diagnostic and/or teardown procedures that are not listed, or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.
  7. Adjustments necessary to correct squeaks, rattles, water leaks or wind noise.
  8. Maintenance/Parts:
    - a. Unless required as part of a covered repair and **YOU** have **TOTALCare** coverage: parts and maintenance items/procedures such as engine tune-ups, spark plugs, spark plug wires, glow plugs, filters, brake pads, brake shoes, brake linings, brake rotor, suspension alignment, wheel balancing, all hoses, air conditioning lines and hoses, belts and wiper blades.
    - b. Unless required as part of a covered repair: adjustments, lubricants, coolants and fluids.
    - c. Other maintenance services and parts described in the manufacturer's maintenance schedule for the covered **VEHICLE**.
  9. Other Parts not covered:
    - a. If **YOU** selected **POWERCare** or **PRIMARYCare**: telephones, radar detectors and C.B. radios, VCRs, DVD players, navigation systems, AM/FM radios, cassette players, C.D. players and speakers, graphic equalizers.
    - b. If **YOU** selected **STATEDCare**: telephones, radar detectors and C.B. radios, VCRs, DVD players, navigation systems; non-factory installed AM/FM radios, cassette players, C.D. players and speakers, graphic equalizers (unless an integral part of the factory installed radio).
    - c. If **YOU** selected **TOTALCare**: non-factory installed telephones, radar detectors and C.B. radios, VCRs, DVD players, navigation systems, AM/FM radios, cassette players, C.D. players and speakers, graphic equalizers (unless an integral part of the factory installed radio).
    - d. Bright metal, sheet metal, bumpers, ornamentation moldings, carpet, upholstery, paint, exhaust system, catalytic converter, brake drums, MacPherson strut cartridge insert or shock absorbers, batteries, battery cables, lenses, light bulbs, sealed beams, glass, wheel covers, wheels, interior trim, manual clutch components, body seals and gaskets (e.g., weather stripping).
    - e. Convertible tops, glass, plastic, framing, cables, seals or motor (**convertible top motor is covered under TOTALCare**).

10. The repair of valves and/or rings for the purpose of raising the engine's compression when a **MECHANICAL BREAKDOWN** or **FAILURE** has not occurred.
11. Additional loss or damage which is occasioned by this **VSC** holder or operator's failure to use all reasonable precautions to protect the **VEHICLE** from any further loss or damage after a **MECHANICAL BREAKDOWN** or **FAILURE** has occurred.
12. Any costs if verifiable receipts as required in section "C. **YOUR RESPONSIBILITIES**" are not furnished on request.
13. Replacement tires or wheels for which proof of purchase/verifiable receipts are not furnished, when applicable.

**F. CONTRACT PERIOD**

- **MAX MILES VEHICLE TERM.** The time and mileage limits of this **VSC** term selected start on this **VSC PURCHASE DATE** and at ZERO MILES on the odometer. Coverage expires when the length of time of the term selected has reached the expiration date OR the **VEHICLE** has reached this **VSC MAX MILES VEHICLE TERM**, whichever occurs first. (Term mileage is NOT in addition to the existing mileage at time of purchase.)
- **ADD-ON MILES VEHICLE TERM.** The time and mileage limits of the term selected start on this **VSC PURCHASE DATE** and from the mileage on the odometer on that date. Coverage expires when the length of time of the term selected is reached or total mileage on the **VEHICLE** is equal to the sum of the selected mileage plus the stated mileage on the **VEHICLE** at this **VSC PURCHASE DATE**, whichever occurs first.

**G. TERRITORY**

This **VSC** applies only to a **MECHANICAL BREAKDOWN** or **FAILURE** occurring within the United States and Canada.

**H. LIMITS OF LIABILITY**

Liability shall be limited to the reasonable price for repair or replacement of any covered part, not to exceed the manufacturer's suggested retail price. The "Reasonable Price" for repair or replacement is based upon nationally recognized flat rate and/or factory manuals. Replacement may be made with parts of like kind and quality, when available.

In no event will the liability for each **MECHANICAL BREAKDOWN** or **FAILURE**, under this **VSC**, exceed the average retail value of the **VEHICLE** established by NADA (Official Used Car Guide) at the time immediately preceding the **MECHANICAL BREAKDOWN** or **FAILURE**. Additionally, the total of all benefits payable during the **CONTRACT PERIOD**, as defined in section F, shall never exceed the **VEHICLE** purchase price which is listed in the Customer Information section of this **VSC**.

**I. SUBROGATION**

**YOU** are entitled to complete reimbursement for **YOUR** loss before the **ADMINISTRATOR** is entitled to subrogation proceeds. **YOU** agree that **WE**, after honoring a claim on **YOUR VSC**, have all rights of subrogation against those who may be responsible for **YOUR MECHANICAL BREAKDOWN**. **YOU** shall do whatever is necessary to secure such rights. **YOU** shall do nothing to prejudice such rights, and **YOU** shall execute and deliver to **US** instruments and papers required to either secure or maintain such rights. All amounts recovered by **YOU** for which **YOU** were previously reimbursed under this **VSC** shall become **OUR** property or the property of **OUR** designee and shall be forwarded to same by **YOU**, up to the total amount paid by **US** under this **VSC**, except that **YOU** must be made whole before **WE** may retain any amounts **WE** have recovered.

**J. ARBITRATION PROVISION**

**PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO YOUR VSC AND YOUR DEALINGS WITH US OR THIS VSC ADMINISTRATOR, OR BOTH, MUST BE RESOLVED THROUGH BINDING ARBITRATION PROVIDED ALL PARTIES MUTUALLY AGREE AT THE TIME OF THE DISPUTE OR CLAIM.**

1. Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, **YOU, WE** and the **ADMINISTRATOR** (the "Parties") are waiving our right to go to court and are agreeing instead to submit

any claims, disputes or controversies between the Parties to binding arbitration provided all Parties mutually agree at the time of the dispute or Claim. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration provided all Parties mutually agree at the time of the dispute or Claim. The Parties agree and acknowledge that **YOUR** purchase of this **VSC** affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision.

2. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this **VSC** by binding arbitration provided all Parties mutually agree at the time of the dispute or Claim, including but not limited to Claims related to the sale of this **VSC** and the relationship(s) and duties among the Parties, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this **VSC**, **YOU** acknowledge **YOUR** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this **VSC** between or among the Parties.
3. **YOU** agree and hereby expressly waive any right **YOU** may have to litigate in small claims court, state, county or federal court any Claim on a class-action basis or in any other collective or representative proceeding as either a representative or member of a class, or as a private attorney general, or to otherwise pursue any Claim in a class-action in small claims, state, county or federal court. Notwithstanding anything to the contrary in this Arbitration Provision, any dispute regarding the validity and effect of this Class Action Waiver prohibiting **YOU** from participating in or filing a class-action in any court shall be determined exclusively by a court.
4. The arbitration shall be administered by JAMS, The Resolution Experts ("JAMS") or the American Arbitration Association ("AAA") as mutually agreed upon by the Parties. The arbitration shall be governed pursuant to the JAMS or AAA Rules and Procedures or other applicable JAMS or AAA rules or procedures ("Code"), except to the extent the Code or other applicable rules or procedures conflicts with this Arbitration Provision. The arbitration will take place before a single, neutral arbitrator selected in accordance with the AAA or JAMS Code in effect at the time the arbitration is commenced. **YOU** have a right to attend the arbitration hearing in person. Any hearing for the arbitration will be held in the county that **YOU** live in, the closest AAA or JAMS location to **YOUR** residence or another mutually-agreed-upon hearing location. For information about how to initiate arbitration with JAMS, the Parties shall refer to the JAMS Code and forms at [www.jamsadr.com](http://www.jamsadr.com) or call (800) 352-5267. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879.
5. If **YOU** initiate arbitration with AAA, **YOU** must pay any AAA filing fee and/or arbitrator's fee in effect at the time **YOU** initiate arbitration. If **YOU** initiate arbitration with JAMS, **YOU** must pay **YOUR** arbitration fees up to a maximum of \$250. **WE** will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses or JAMS Case Management Fee and all remaining, reasonable professional fees for the arbitrator's services. If **WE** initiate arbitration against **YOU**, **WE** will pay **YOUR** filing fee and all costs associated with the arbitration. Each Party shall bear the expense of that Party's attorneys, expert witnesses and other witnesses, regardless of which party prevails in the arbitration. To the extent that applicable law or rules or regulations permit the recovery of attorneys' fees or other costs or expenses by a prevailing Party, this Arbitration Provision does not limit such recovery.
6. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

7. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court rather than in arbitration.
8. Nothing herein is intended or should be construed as consent to class-action or representative arbitration. By signing this **VSC**, the Parties agree and acknowledge that there is no agreement of any kind between the Parties to conduct any arbitration on a class-action or collective basis, by **YOU** as a representative of others, a private attorney general or a member of a class. The Parties collectively and **YOU**, individually, acknowledge and do not agree to arbitration of any Claim hereunder on a class-action, collective or representative basis under any circumstances.
9. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, *provided, however*, that if the portions regarding **YOUR** waiver of class-action rights (Paragraph 3) or the Parties' acknowledgment not to consent to class arbitration (Paragraph 8) are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety.
10. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this **VSC** or any prior agreement, this Arbitration Provision governs.

#### K. TRANSFER OF THIS CONTRACT

Contact the **ADMINISTRATOR** and submit the following:

1. A letter requesting that **WE** transfer this **VSC** to the new owner.
2. \$50 transfer fee.
3. A copy of this **VSC**, if requested.
4. Written evidence verifying all maintenance requirements have been met.
5. A copy of documentation evidencing change of ownership and mileage at date of sale.
6. Photocopies of documents sent to the manufacturer verifying transference of factory warranty, if applicable.

Additional Transfer Conditions:

1. This **VSC** cannot be transferred to another vehicle. It can only be transferred to a different private owner of the same **VEHICLE**.

2. The **VEHICLE** is subject to inspection upon a transfer.
3. Transfer must take place within 30 days of change of ownership.
4. **YOU** are prohibited from transferring this **VSC** to a vehicle dealer or to the customer of a vehicle dealer.
5. **CONTRACTS** on leased **VEHICLES** cannot be transferred, unless original lessee is purchasing their leased **VEHICLE**.
6. All remaining underlying warranties to the **VEHICLE** must be transferred to the new owner.

#### L. RENEWAL OF COVERAGE

**YOU** may purchase another **VSC** for the **VEHICLE** identified in the Customer Information section of this **VSC** prior to the expiration of this **VSC**, subject to the following:

1. The **VEHICLE** is eligible for whichever term **YOUR VEHICLE** qualifies for under then current underwriting guidelines.
2. Renewal of Coverage is requested by **YOU** in writing to the **ADMINISTRATOR** prior to 15 days and 1,000 miles before expiration of this **VSC**. See section "F. CONTRACT PERIOD" to determine when this **VSC** expires.
3. **YOU** must provide **US** with verifiable service records indicating proper maintenance to the **VEHICLE** has been performed.
4. The **VEHICLE** is made available for inspection, if requested by **US** or the **ADMINISTRATOR**.

#### M. CANCELLATION

**YOU** MAY CANCEL THIS **VSC** BY NOTIFYING THE **SELLING DEALER** OR THE **ADMINISTRATOR** IN WRITING AND BY SUBMITTING THE FOLLOWING DOCUMENTS AND INFORMATION:

1. This **VSC**.
2. A Federal Odometer Statement or notarized affidavit verifying mileage at the time of request.
3. IF REPOSSESSED: supply copy of repossession papers.
4. IF TOTALED: supply copy of insurance company's verification of loss.
5. IF LIEN HAS BEEN PAID: supply discharge of lien from lienholder.

In the event of cancellation of this **VSC** within the first 90 days, **YOU** are entitled to a full refund. A ten percent (10%) penalty per month shall be added to a **FLAT CANCELLATION** refund not paid within 45 days after the **FLAT CANCELLATION** of this **VSC**. After 90 days, or if a claim has been authorized or paid, **WE** shall refund to **YOU** a pro rata amount based on the greater of days in force or the miles driven related to the term of this **VSC**, minus a \$50 cancellation fee. Any pro rata cancellation refund due under this **VSC** will be calculated using the date **WE** receive a cancellation request from **YOU** or

**YOUR** authorized representative. In the event **YOU** no longer own the **VEHICLE** and provide documentation to **US** within 60 days of the ownership change, **YOUR VSC** will be cancelled effective the date **YOU** no longer own the **VEHICLE**. In the event the cost of this **VSC** is part of a retail sales contract, any lender shall be additionally named on any refund check (unless the cancellation is accompanied by a discharge of lien). In the case of a repossession or total loss, then the lender shall have the right to cancel this **VSC** effective the date **YOUR VEHICLE** was repossessed or totaled and shall be the sole payee of any refund check. **WE** shall mail a written notice to **YOU** within 45 days of the date this **VSC** is cancelled.

This **VSC** cannot be cancelled by **US** except for fraud or material misrepresentation on **YOUR** part or for **YOUR** failure to pay for this **VSC**.

#### N. INSURANCE

**OUR** obligations to **YOU** under this **VSC** are insured under a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6596. In the event **WE** do not pay any covered claim within 60 days after proof of loss has been filed or **WE** cease to do business or go bankrupt, **YOU** may make a direct claim to the insurer. The phone number is **(866) 306-6694**.

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or application containing false, incomplete or misleading information will be prosecuted to the full extent of the law.

#### O. FRAUD AND MISREPRESENTATION

This **VSC** was issued in reliance upon the truth of all representations made by **YOU**. **WE** will cancel this **VSC** if it is discovered that **YOU**:

1. Intentionally misrepresented any material fact; or
2. Engaged in fraudulent conduct including but not limited to making a false statement in any document submitted with this **VSC** including any claim documents.

If this **VSC** is cancelled pursuant to this section, **WE** will:

1. Mail **YOU** a notice of cancellation setting forth the effective date and the specific nature of the misrepresentation; and
2. Send **YOU** a pro rata refund of the purchase price, provided no claim has been authorized or paid, within 45 days of the cancellation effective date. If a claim has been authorized or paid, **WE** will send **YOU** a pro rata refund of the purchase price.

PLEASE CALL CUSTOMER SERVICE AT (800) 538-4181 SHOULD YOU HAVE A CHANGE OF MAILING ADDRESS, E-MAIL ADDRESS OR TELEPHONE NUMBER.

**NO PAYMENT FOR REPAIRS WILL BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, SEE SECTION D. 1.**

CALL (800) 538-4181 FOR CLAIMS SERVICE AND CUSTOMER SERVICE  
ISSUING PROVIDER: WARRANTY SUPPORT SERVICES LLC, P.O. BOX 88230 • ATLANTA, GA 30356-8230  
ADMINISTRATOR: AUTOMOBILE PROTECTION CORPORATION - APCO, P.O. BOX 88230 • ATLANTA, GA 30356-8230