



This **SERVICE CONTRACT** is an agreement between **YOU** and **US**. **WE**, **US**, **OUR** and **PROVIDER** refer to Northcoast Warranty Services, Inc., who is the party responsible to **YOU** for the benefits under this **SERVICE CONTRACT**, except in any states where required by law, where **WE**, **US**, **OUR** and **PROVIDER** mean the **DEALER** from whom **YOU** purchased or leased the **VEHICLE** described on the **DECLARATION PAGE**. **YOU**, **YOUR** and **CONTRACT HOLDER** refers to **YOU**, the purchaser of this **SERVICE CONTRACT** and the **Vehicle** described in the **DECLARATION PAGE** of this **SERVICE CONTRACT**. **WE** have contracted with SunPath, Ltd., 25 Braintree Hill Park, Suite 100, Braintree, MA 02184, 888-990-7786, hereinafter referred to as **ADMINISTRATOR**, to administer this **SERVICE CONTRACT**. All inquiries should be directed to the **ADMINISTRATOR**. Toll-free assistance is available at 888-990-7786.

In Florida this **SERVICE CONTRACT** is between **YOU** and SunPath LTD Corp. d/b/a SunPath LTD Corp of Delaware, Florida Certificate of Authority No.: 19943. SunPath LTD Corp. d/b/a SunPath LTD Corp of Delaware is also the **SERVICE CONTRACT ADMINISTRATOR** and handles all administrative functions of this **SERVICE CONTRACT**. All inquiries should be directed to SunPath LTD Corp. of Delaware at 888-990-7786.

## DEFINITIONS

- **AUTHORIZED REPAIR(S), APPROVED REPAIR(S)**: All repairs must be approved and authorized by the **ADMINISTRATOR** as a condition of **COVERAGE**. Repairs performed without the prior approval or authorization from the **ADMINISTRATOR** will not be covered, except as provided for under **Emergency Repairs**.
- **BREAKDOWN, MECHANICAL BREAKDOWN, MECHANICAL FAILURE**: Defects in materials and workmanship of a **COVERED PART** to perform the function for which it was designed by its manufacturer.
- **COVERAGE**: The coverage afforded to **YOU** for **YOUR VEHICLE** is determined by the **PLAN TYPE** selected on the **DECLARATION PAGE** and more fully described in the **PLAN COVERAGE** section of this **SERVICE CONTRACT**.
- **COVERED PART(S)**: Parts or components listed under the **PLAN COVERAGE** and subject to **YOUR** responsibilities for **VEHICLE** maintenance under the **YOUR OBLIGATIONS** section and subject to conditions described under "EXCLUSIONS".

- **CONTRACT NUMBER:** YOUR “CONTRACT NUMBER” on the DECLARATION PAGE is a unique number that identifies YOU, YOUR VEHICLE and YOUR COVERAGE. Please refer to this number with any communication regarding YOUR coverage or when filing a claim.
- **DECLARATION PAGE:** The page of this CONTRACT that specifies YOUR information, SELLER/DEALER information, applicable lien holder information (if any), COVERAGE selected by YOU, and other information pertaining to YOUR CONTRACT.
- **DEDUCTIBLE:** The amount on the DECLARATION PAGE that YOU will have to pay when YOU have a claim.
- **EXPIRATION:** YOUR SERVICE CONTRACT expires in accordance with the CONTRACT TERM that YOU purchased.  
The CONTRACT TERM is listed on the DECLARATION PAGE of this CONTRACT.
  - **USED PLAN TERMS:** All plans expire by time or mileage, whichever occurs first. Expiration by time is measured from the CONTRACT purchase date. Expiration by mileage is measured from the odometer mileage of YOUR VEHICLE on the CONTRACT purchase date.
  - **NEW PLAN TERMS:** Expiration by time is measured from the CONTRACT purchase date. Expiration by mileage is measured from ZERO (0) odometer miles, and not from the odometer mileage of YOUR VEHICLE on the CONTRACT purchase date.
- **FACTORY, FACTORY WARRANTY:** The Manufacturer of the VEHICLE and all warranty coverage provided to YOU by the Manufacturer of the VEHICLE at no additional cost. The FACTORY WARRANTY covers repairs to YOUR VEHICLE to correct any defects in components or workmanship.
- **LIMITS OF LIABILITY:** The total amount of OUR liability to YOU for any covered claim, or the aggregate of covered claims paid, as set forth in this SERVICE CONTRACT.
- **SERVICE CONTRACT, CONTRACT:** This SERVICE CONTRACT issued to YOU and covering YOUR VEHICLE as listed on the DECLARATION PAGE.
- **VALIDATION PERIOD:** YOUR COVERAGE is subject to a VALIDATION PERIOD of time and mileage from the date of CONTRACT purchase. There is NO COVERAGE during the VALIDATION PERIOD. The length of the VALIDATION PERIOD is listed on the DECLARATION PAGE of this CONTRACT and YOUR COVERAGE is effective the day following the expiration of the VALIDATION PERIOD. The time and mileage contained in YOUR validation period will be added to the plan’s term and mileage.
- **VEHICLE, YOUR VEHICLE:** YOUR eligible passenger VEHICLE (1 ton or less) listed on the DECLARATION PAGE of YOUR SERVICE CONTRACT.

- SELLER/DEALER: The SELLER OR DEALER from which YOU purchased the CONTRACT.

## OUR OBLIGATIONS

Vehicle Repairs: Subject to the terms and conditions set forth in this CONTRACT, WE will pay YOUR repair facility or reimburse YOU for the reasonable parts and labor charges to repair or replace any BREAKDOWN of a part listed in the Plan Coverage Section of the plan that YOU have selected on the DECLARATION PAGE. All repairs must be approved and authorized by the ADMINISTRATOR as a condition of COVERAGE. Repairs performed without the prior approval or authorization of the ADMINISTRATOR will not be covered, except as provided for under Emergency Repairs. The ADMINISTRATOR will be solely responsible for determining the method of repair and amount of repair authorization. Replacement parts may be new, used, remanufactured, or replacement parts of like kind and quality ("like"). Authorization for approved part charges will be determined by available published retail pricing, or prevailing manufacturers' suggested retail price (M.S.R.P.) as determined by the ADMINISTRATOR. Approved labor charges will be determined using nationally published flat-rate manuals. The ADMINISTRATOR, in its sole discretion, will determine the labor rate for authorized repairs based on the average labor rate of repair facilities in the area. The labor rate will not exceed the posted labor rate of the repair facility. In the event YOU have selected the Enhanced Labor Rate Option on the DECLARATION PAGE, the approved labor rate will be the posted rate of the repair facility.

- **Trip Interruption:** WE will reimburse YOU a maximum of two hundred forty dollars (\$240.00) for lodging and meal expenses incurred by YOU should YOUR VEHICLE failure and covered repairs occur more than 100 miles from YOUR place of residence and YOU are stranded overnight. Reimbursement is limited to eighty dollars (\$80.00) per day for charges incurred between the time YOUR VEHICLE failed and the time it is repaired.
- **Rental Vehicle Expense:** COVERAGE is calculated as follows: For every (7) hours of authorized labor approved by the ADMINISTRATOR, YOU qualify for one (1) day of reimbursement. Notwithstanding the foregoing, if an authorized claim requires more than four (4) hours of authorized labor, YOU will qualify for YOUR first day of reimbursement. If the ADMINISTRATOR requires an inspection which causes a delay, YOU will qualify for one additional day of reimbursement. At all times, the maximum benefit is \$35.00 per day. In all cases, total reimbursement will not exceed \$175.00. At no time will this benefit exceed the amount YOU were charged for vehicle rental, or otherwise include days that YOUR VEHICLE was not at the repair facility.

- **24 Hour Roadside Assistance:** YOUR VEHICLE will be covered over the term of YOUR SERVICE CONTRACT. Towing benefit is a maximum of one hundred dollars (\$100.00) per occurrence and lock out service, fuel, fluid, or battery boost/jump (excluding the cost of fluids or fuel) up to a maximum of one hundred dollars (\$100.00) per occurrence. If YOUR VEHICLE requires Roadside Assistance, YOU must contact the Roadside Service Processing Center for prior approval and assistance. YOU will be provided with YOUR Roadside Assistance number by the ADMINISTRATOR as part of YOUR fulfillment documentation. The use of this Roadside benefit is limited to one (1) service type during any seven (7) day period. Please Note: The 24 Hour Roadside Assistance benefit is not intended to provide reimbursement of service secured independently of this CONTRACT. Fees for services incurred independently are NOT covered.

## **YOUR OBLIGATIONS**

- **YOU or YOUR repair facility must obtain approval prior to having any work performed on YOUR VEHICLE that may be covered by this SERVICE CONTRACT.** If YOU believe the failure may be covered by this SERVICE CONTRACT, YOU must have YOUR repair facility call the ADMINISTRATOR at 888-990-7786. **The ADMINISTRATOR must authorize any work before the work is performed.** Repairs performed without the prior approval or authorization of the ADMINISTRATOR will not be covered, except as provided for under Emergency Repairs.
- **YOU must maintain YOUR VEHICLE in accordance with manufacturer's specifications and maintenance schedules. Keep all receipts and licensed repair facility records that demonstrate YOUR compliance with this provision.** Proof of maintenance may be required when YOU file a claim. Failure to follow the manufacturer's maintenance schedule for YOUR VEHICLE may result in the denial of COVERAGE. Maintenance receipts must identify YOUR VEHICLE, date and mileage at the time of service, parts and labor charges, and originate from a licensed repair facility. If maintenance has been provided by YOU, then a detailed log including all dates and services with corresponding sales receipts for parts will be required.
- YOU are responsible for authorizing any teardown or diagnosis time needed to determine if YOUR VEHICLE has a covered failure. If it is subsequently determined that YOUR VEHICLE has a covered failure, the ADMINISTRATOR will approve the claim and pay the charges in accordance with the terms of this SERVICE CONTRACT. YOU will be responsible for any charges if it is determined that the failure is not covered by the plan that YOU have selected or under the terms of YOUR SERVICE CONTRACT.

- YOU are responsible for paying the DEDUCTIBLE for any claim authorized by the ADMINISTRATOR. ONLY ONE DEDUCTIBLE WILL APPLY TO ANY CLAIM, although a claim may include multiple component groups or parts replacements that are part of the repair. The amount of YOUR DEDUCTIBLE is listed on YOUR DECLARATION PAGE. YOUR DEDUCTIBLE does not apply to Roadside or Trip Interruption benefits that may be included in the plan YOU selected. If YOU purchased this SERVICE CONTRACT from an Automotive DEALER and the same DEALER is performing the authorized repair then up to \$100 of the DEDUCTIBLE will be waived. If YOUR VEHICLE is being repaired at a preferred Repair Shop of the ADMINISTRATOR then up to \$100.00 of YOUR DEDUCTIBLE will be waived.

## GENERAL PROVISIONS

LIMITS OF LIABILITY: This CONTRACT has limits of liability. OUR liability for any claim shall in no event exceed the actual cash value (ACV) of YOUR VEHICLE as listed in the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide for YOUR region (excluding tax, title, and license fees) at the time of claim presentation. If at any time the ACV of YOUR VEHICLE equals or exceeds the sum of all claims paid pursuant to this CONTRACT, the limits of liability hereunder shall be considered satisfied and no further coverage shall be due. If YOUR CONTRACT reaches its limits of liability during the course of a claim, the ADMINISTRATOR will authorize the difference between YOUR VEHICLE's ACV at that time and the aggregate of paid claims as of that date pursuant to YOUR CONTRACT. Notwithstanding the foregoing, if at any time the ACV of YOUR VEHICLE is determined to be less than one hundred and fifty percent (150%) of the amount YOU paid for YOUR SERVICE CONTRACT then the maximum liability of YOUR SERVICE CONTRACT will be one hundred and fifty percent (150%) of the amount YOU paid.

TERMINATION: This CONTRACT will immediately terminate if YOUR VEHICLE is sold or traded unless YOU have transferred this CONTRACT in accordance with the transfer provision listed in this CONTRACT.

## DIAMOND COVERAGE

### COVERS ALL VEHICLE PARTS EXCEPT:

The services and parts that are described as part of the vehicles Maintenance Schedule as described by the Vehicle's Manufacturer and components that are subject to normal replacement and considered routine maintenance. Examples routine maintenance items not covered are:

Oil/Filter Changes Routine Transmission flushes	Coolant Flushes Fluid Changes	Exhaust/Catalytic Converter Engine Tune Ups
Tire Rotations	Wheel Alignment Alignment	Weather Stripping
Wheel Balancing	Brake Pad/Lining Replacement	Belts/Hoses/Spark Plugs

Examples of parts not covered are:

Vehicle Manuals	Upholstery/Floor Mats	Convertible/Vinyl Tops
Light Bulbs/Sealed Beams	Keys/Fobs	Tires
Trim/Glass/Body Panels	Batteries/Electric Fuel/Cells	Paint/Bright Metals
Manual Clutch Components	Lenses	Wheels/Wheel Covers

Other items and components not covered are:

- Any damage that is the result of collision or theft
- Damage from rust, corrosion or flooding
- Water or air leakage
- Any third party components or systems that were not installed by the manufacturer
- Active or Passive safety and restraint systems and the components and sensors that support those safety systems
- On-Star Systems
- Recreational vehicle equipment not normally installed in passenger cars and trucks. Examples: Food/Beverage refrigeration units, Beverage dispensers and microwaves.
- Failures or events listed in the EXCLUSIONS section of this contract.

Internal components like Timing belts are subject to normal wear but are covered if they have been maintained, serviced or replaced in accordance with the manufacturer's maintenance schedule.

## OPTIONAL COVERAGE

- **ENHANCED LABOR OPTION:** If YOU have selected the Enhanced Labor option on YOUR DECLARATION PAGE and paid the additional charge, the ADMINISTRATOR will not determine the average labor rate of repair facilities in the area when adjudicating the claim. The maximum payable repair facility labor rate for a claim approved by the ADMINISTRATOR will be the publicly posted labor rate of YOUR authorized repair facility.

## MANDATORY SURCHARGES

- **Commercial Use:** If YOUR VEHICLE is used for commercial purposes, or is registered as a company vehicle, which includes but is not limited to transporting customers or employees, delivery service, business travel or is used by more than one driver, the Commercial Use Box must be checked on the DECLARATION PAGE. Vehicles with any of the following components/features **ARE NOT** eligible for commercial coverage at any time: 4X4 drivetrain, Oversized Tires/Wheels, Turbo/Supercharger(s), greater than  $\frac{3}{4}$  ton capacity, greater than 8 passenger capacity, vehicles at any time equipped with a snow plow, fifth wheel, Interior Storage Racks or power take-off equipment. The following commercial usage/vehicles are specifically excluded from coverage: Taxis, Rental, Dumping, Cherry Pickers, Limousines, Shuttles, Police or Emergency Service and Towing/Wrecking Service.
- **Four (4) Wheel/All-Wheel Drive:** If YOUR VEHICLE is equipped with 4 Wheel/All Wheel Drivetrain, this surcharge must be selected on the DECLARATION PAGE. **COVERED PARTS:** All components in the Differential Assembly and Transfer Case including: Drive Chain, Drive Chain Gears, Planetary Gears, Ring Shift Forks, Bearing, Bushing, Oil Pump Output Shaft, Main Shaft Washers and all other internal lubricated parts, Seals and Gaskets, Differential Housing, Axle Shaft, Ring and Pinion, Bearing, Bushing, Washers, Differential Cover, 4 Wheel Drive Actuator, Locking Hubs and all other internal parts contained with the differential assembly with Seals and Gaskets.
- **Diesel:** If YOU have a Vehicle equipped with a diesel engine, this surcharge must be selected on the DECLARATION PAGE. **COVERED PARTS:** By mechanical failure only; fuel injector, fuel pump, pressure regulator and metering valve.
- **ONE (1) Ton Vehicle:** If YOUR VEHICLE has a one ton gross vehicle weight (GVW) capability; this surcharge must be selected on the DECLARATION PAGE. **ONE TON VEHICLES ARE NOT ELIGIBLE FOR COMMERCIAL USE.**

## VEHICLE BREAKDOWN

*Call the Administrator 888-990-7786*

IF YOUR VEHICLE has a MECHANICAL BREAKDOWN YOU must follow the following procedures:

1. Immediately take action to prevent any further damage. This may require that YOU to stop YOUR VEHICLE and call for Roadside Assistance to have YOUR VEHICLE towed. This CONTRACT will not cover damage caused by YOUR failure to observe warning lights, vehicle gauges, repair a failed component or take action to prevent further damage.
2. Take YOUR VEHICLE to a licensed repair facility of YOUR choice.
3. Instruct the repair facility to call the ADMINISTRATOR to obtain authorization for the claim. Repairs made without prior authorization by the ADMINISTRATOR will not be covered.
4. Provide US and/or the repair facility with a copy of reasonably required documentation. This may include a copy of this CONTRACT, receipts for car rental and lodging expenses, receipts for maintenance (which include dates of service, vehicle mileage, description of services and amount paid).
  - Emergency Repairs: If a BREAKDOWN occurs outside of the ADMINISTRATOR's normal business hours and YOUR VEHICLE can be immediately repaired by a repair facility, the ADMINISTRATOR may waive the pre-authorization requirement under the following circumstances: (i) both the BREAKDOWN and the repair must have occurred within 24 hours of each other and occurred outside of the ADMINISTRATOR'S operating hours; and (ii) all documentation for the repair including dates, description of failure, part numbers and failed components must be available to the ADMINISTRATOR on the first business day following the repair. YOU must contact the ADMINISTRATOR on the first business day following the repair (365 days in Wisconsin) (as soon as reasonably possible in Utah). The repair will only be covered if the failure is for components that are covered by YOUR CONTRACT and would have been approved by the ADMINISTRATOR during normal business hours.

## CLAIMS PROCEDURES

- YOU may have YOUR VEHICLE repaired at any licensed repair facility of YOUR choice.
- YOU are responsible for authorizing the diagnosis and tear down of YOUR VEHICLE to the point where mechanical failure can be determined. If the failure is covered by this SERVICE CONTRACT, the reasonable cost of diagnosis and teardown will be authorized by the ADMINISTRATOR, in its sole discretion, as part of the claim. The amount of any authorization will be determined by nationally published parts and labor guides. NO payments will be approved or



made for diagnosis or teardown for failures that are not covered by this SERVICE CONTRACT.

- NO failed components should be discarded or repairs performed until authorization is received from the ADMINISTRATOR. The ADMINISTRATOR reserves the right to inspect failed components at any time.
- The ADMINISTRATOR reserves the right to send an inspector to the repair facility to review and document mechanical failure prior to approving the claim.
- The ADMINISTRATOR will provide the repair facility with an authorization number when the claim is approved and the repair facility is authorized to begin repairs.
- When the work is complete the ADMINISTRATOR will require the repair shop to provide reasonable documentation that the repairs have been completed as authorized. The ADMINISTRATOR will then pay the repair shop directly for the amount approved, or can reimburse YOU. If YOU are seeking reimbursement, YOU will need to provide the ADMINISTRATOR with the reasonable documentation from the repair facility that the repairs were completed as authorized. The documentation must include the parts that were replaced, services performed, date work was performed, mileage at the time of repair and proof that YOU have paid for the repairs in full.
- When YOU pick up YOUR VEHICLE:
  - Review the work completed by the repair facility;
  - Pay YOUR DEDUCTIBLE listed on the DECLARATION PAGE;
  - Pay any charges not covered by this SERVICE CONTRACT;
  - Obtain a receipt for the repair and YOUR claim authorization number.
- If YOU are seeking reimbursement for a Rental Vehicle (Must be through a licensed Rental Vehicle Agency) or for Trip Interruption expenses, YOU must provide receipts that coincide with the dates of YOUR authorized repair and meet the terms of YOUR COVERAGE as provided for in this CONTRACT.
- Claims must be submitted to the ADMINISTRATOR within 6 months of a component failure (365 days in Wisconsin) (as soon as reasonably possible in Utah). Claims submitted after this timeframe will not be accepted.

**NOTICE:** OUR obligations under this SERVICE CONTRACT are backed by a service contract reimbursement insurance policy issued by **Wesco Insurance Company** If any valid claim is not paid within sixty (60) days (thirty (30) days in Arizona) after proof of loss has been filed with US, YOU may contact Wesco Insurance Company directly at **59 Maiden Lane, 43rd Floor, New York, NY 10038 or (866) 505-4048.**

## **EXCLUSIONS (WHAT IS NOT COVERED BY THIS SERVICE CONTRACT)**

- 1. ANY REPAIR OR REPLACEMENT OF ANY VEHICLE COMPONENTS MADE WITHOUT THE PRIOR AUTHORIZATION OF THE ADMINISTRATOR OF THIS SERVICE CONTRACT (Except as noted under Emergency Repairs).**
- 2. Any breakdown caused by a lack of proper lubricants or the necessary amounts of coolants or lubricants.**
- 3. Any breakdown caused by contamination of the VEHICLE'S fuel, fluids or lubricants, or damage caused by fuels containing more than 10% ethanol.**
- 4. Any breakdown caused by a lack of maintenance including but not limited to oil changes, coolant flushes, alignments and other maintenance specified by the Manufacturer of the Vehicle.**
- 5. Misuse, abuse, or if YOUR VEHICLE has been used for plowing snow, racing, competitive driving or towing a trailer in excess of two thousand pounds without a factory installed towing package. Towing a trailer which exceeds the specifications of YOUR VEHICLE or its towing package. Any use of the VEHICLE for purposes other than intended or approved of by the Manufacturer.**
- 6. Any breakdown caused by overheating, regardless of cause.**
- 7. Any fluids not required for the completion of an authorized repair.**
- 8. Any breakdown caused by rust or corrosion.**
- 9. Any breakdown caused by intervening events such as vandalism, fire, collision, theft, riot, or explosion.**
- 10. Any breakdown caused by weather related damage such as freezing, earthquake, lightning, wind damage, hail, water, or flood.**
- 11. Failure to protect YOUR VEHICLE from further damage when a breakdown has occurred. (Ex: Continued operation of YOUR VEHICLE when overheating)**
- 12. Any breakdown that occurs while YOUR VEHICLE's odometer is disconnected or has been tampered with. If YOUR VEHICLE's odometer fails, YOU must promptly repair it. If YOU do not promptly repair a defective odometer this SERVICE CONTRACT is subject to cancellation.**
- 13. Repair or replacement of components for the purpose of improving operating performance when a failure has not occurred or if YOUR VEHICLE is operating within acceptable tolerances. This includes, but is not limited to, work performed to improve engine compression or reduce oil consumption.**
- 14. Repairs of bearings, valves or other components that are within the manufacturer's acceptable specification limits. Normal wear and tear will be covered to the extent that normal wear causes the failure of a covered component or component group to operate within the manufacturer's accepted tolerances.**

15. Failures or conditions which existed prior to YOUR purchase of this SERVICE CONTRACT (pre-existing conditions) or which occur during this CONTRACT's validation period.
16. Any modifications which have been made to YOUR VEHICLE by parties other than the manufacturer, unless performed by the manufacturer's authorized DEALER utilizing manufacturer approved components, included but not limited to any frame or suspension modification; lift kits or oversized/undersized tires or wheels.
17. Any component, or prior repair, which is covered by or subject to a third party warranty. This includes, but is not limited to, any prior repair that requires subsequent correction or remediation, or that occurs as a result of negligence, poor workmanship, or installation of improper or defective components.
18. Any repair for which the responsibility is covered by any warranty, guarantee or extended warranty of the manufacturer or a repair facility, regardless of whether the manufacturer or repair facility is in business or operational.
19. Any repair which is subject to the manufacturer acknowledging a defect or potential defect through a factory service bulletin ("TSB") or a factory recall.
20. Any liability, costs or damages that YOU may incur to third parties other than those approved by the ADMINISTRATOR for the repair and replacement of covered components.
21. Any consequential losses YOU incur as a result of the failure of a non-covered component, including damage to an otherwise covered component. There is no coverage at any time for lost business opportunity, time or inconvenience.
22. Scheduled maintenance (ex: oil changes, coolant flushes, tire rotations, etc...), wear or friction components including but not limited to: belts, brake pads, brake rotors, exhaust systems, catalytic converter, hoses, light bulbs, lubricants, wiper blades, spark plugs and wires, tires, wheel balancing, remote controls, audio speakers and wiring, cassettes, DVD's or discs, oil sludge, and manual clutch components, burnt valves, core charges, wheels/rims. Shop supplies and storage fees.
23. **INELIGIBLE VEHICLES:** Any commercial vehicle (ex: taxis, buses, government vehicles and construction vehicles. Any Vehicle not listed on the classification chart for this CONTRACT at the time of sale, any vehicle that has been in a flood; vehicles with True Mileage Unknown (TMU); Vehicles that do not have a valid Vehicle Identification Number (VIN); Trucks over 1 ton classification or that have a fifth wheel, vehicles modified from manufacturer's specifications; Vehicles with salvage titles, vehicles purchased by a minor.

## SUBROGATION

YOU agree that WE, after honoring a claim on YOUR CONTRACT, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN or FAILURE. 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 ADMINISTRATOR instruments and papers required to either secure or maintain such rights. All amounts recovered by YOU for which YOU were previously reimbursed under YOUR CONTRACT shall become OUR property or the property of OUR designee and shall be forwarded to the same by YOU, up to the total amount paid by US under YOUR CONTRACT.

## ARBITRATION

**Read the following arbitration provision carefully. It limits certain of YOUR rights, including YOUR right to obtain relief or damages through court action.**

Any legal dispute between YOU and ADMINISTRATOR relating to this CONTRACT shall be resolved by binding arbitration. To begin Arbitration, either YOU or WE must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Binding Pre-Dispute Arbitration Rules ("Rules") of the Better Business Bureau ("BBB") in effect when the Claim is filed. YOU may get a copy of the BBB's Rules by contacting BBB at (290 Donald Lynch Boulevard Suite 102 Marlborough, MA 01752), calling (508) 652-4800, or visiting [www.bbb.org](http://www.bbb.org). The filing fees to begin and carry out arbitration will be shared equally between YOU and US. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. YOU agree and understand that this arbitration provision means that YOU give up YOUR right to go to court on any Claim covered by this provision. YOU also agree that any arbitration proceeding will only consider YOUR Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering YOUR Claims. Please refer to the Special State Disclosures section of this CONTRACT for any added requirements in YOUR state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, YOU and WE specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between YOU and US any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

## TRANSFER OF SERVICE CONTRACT

This SERVICE CONTRACT may be transferred (only by original CONTRACT purchaser) to another private party upon the sale of the VEHICLE. This CONTRACT may not be transferred to a DEALER or with the VEHICLE as part of a trade-in. The transfer must be made at the time of the VEHICLE

transfer. The ADMINISTRATOR must receive written confirmation of the transfer within fifteen (15) days of the transfer of the VEHICLE. A fee of \$50.00 must be included with the request to transfer. The request must contain the following: the name, address and telephone number of the new VEHICLE owner and a copy of the Bill of Sale or Title showing transfer. Transfer of SERVICE CONTRACT does not include transfer of the 24-Hour Roadside Assistance Program. CONTRACTS being paid for as part of a payment plan must be paid in full prior to transfer. If the VEHICLE transfer causes any existing Manufacturer's warranty to become voidable then this CONTRACT is not eligible for transfer to the new owner.

## **PAYMENT PLAN PROVISIONS**

If YOU are paying for YOUR SERVICE CONTRACT on a payment or installment plan and YOU fail to make payments in full two (2) or more times during the term of YOUR installment plan, the ADMINISTRATOR may consider YOUR SERVICE CONTRACT terminated and modify the term of YOUR SERVICE CONTRACT to reflect the time and mileage that YOU have accrued and paid for. The ADMINISTRATOR will determine the amount YOU have paid less a \$50.00 re-processing fee. The ADMINISTRATOR will apply the result to the original Purchase Date and Purchase Mileage of YOUR SERVICE CONTRACT to determine the revised Expiration Date and Expiration Mileage of YOUR SERVICE CONTRACT. Contact the ADMINISTRATOR at 888-990-7786 to receive the revised Expiration Date and Expiration Mileage of YOUR SERVICE CONTRACT.

## **CANCELLATION OF SERVICE CONTRACT**

### **Cancellation by a Lienholder**

- In the event that YOUR VEHICLE and this SERVICE CONTRACT are financed, the lienholder on the DECLARATION PAGE may cancel this SERVICE CONTRACT for a default of the loan agreement or if YOUR VEHICLE is repossessed or declared a total loss due to an accident or theft.

### **The ADMINISTRATOR reserves the right to cancel if:**

- YOUR VEHICLE meets any of the conditions listed under the "EXCLUSIONS" section of this CONTRACT or YOUR VEHICLE does not have a valid Vehicle Identification number (VIN).
- YOUR VEHICLE'S odometer fails during the term of this CONTRACT and YOU do not repair it and have it certified within 30 days of failure.
- The accurate mileage of YOUR VEHICLE cannot be determined at the time of a claim.
- Fraud or material misrepresentation is made at the time of CONTRACT purchase, or during the process of filing a claim.

- YOUR VEHICLE is stolen, totaled or repossessed.
- The ADMINISTRATOR is not paid for the SERVICE CONTRACT, or YOU fail to make timely payments to YOUR payment plan provider.
- YOUR VEHICLE is used in a manner for which it was not intended by the manufacturer, or in a manner that is not covered by the CONTRACT.

If the ADMINISTRATOR cancels this CONTRACT, YOU will receive a pro-rata refund of the CONTRACT charge paid, less any claims that have been paid or approved.

**YOU may cancel this CONTRACT by contacting the SELLER/DEALER or ADMINISTRATOR.**

- Requests received within 30 days of the CONTRACT purchase date will receive a full refund of the amount YOU paid for the CONTRACT, less any claim payments that have been paid or approved.
- Requests received after the first 30 days are subject to a pro-rated refund. The ADMINISTRATOR will calculate the total days and mileage that the CONTRACT was in force (whichever is greater) as compared to the total term of the CONTRACT. YOU will receive a refund of the unused portion of the CONTRACT less any claims that have been paid or approved and less a \$50.00 cancellation fee. The amount of any refund due will be applied to any outstanding balance of the CONTRACT charge.

To initiate a cancellation YOU must contact the SELLER/DEALER or ADMINISTRATOR to complete and sign a cancellation form, or mail written notice to the ADMINISTRATOR which includes YOUR: CONTRACT Number, Full Name, Telephone number, reason for cancellation and YOUR signature. A notarized odometer statement or a receipt from a nationally recognized company that includes YOUR Vehicle Identification Number, current mileage of YOUR VEHICLE and the date of VEHICLE service must accompany YOUR request to cancel. The odometer statement or receipt that includes YOUR VEHICLEs mileage must be dated within 15 days of YOUR request to cancel (except in the case of repossessed, stolen or totaled vehicles. The ADMINISTRATOR may require supporting documentation under these circumstances).

When a Financial institution or a SELLER/DEALER has financed the purchase of this SERVICE CONTRACT the following will apply:

- If YOU cancel the SERVICE CONTRACT, the refund will be made payable to the lending institution.
- If YOUR VEHICLE is repossessed, totaled or not recovered due to theft, the refund will be made payable to the lienholder.
- Refunds not involving a lienholder will be made payable to the selling SELLER/DEALER or YOU based on the procedures of the ADMINISTRATOR.