# Platinum Coverage Vehicle Service Contract Terms and Conditions

# **Definitions**

Administrator	refers to Interstate National Dealer Services of Florida, Inc. ("INDSF") in Florida, Interstate
	Administrative Services, Inc. ("IAS") in Oklahoma and
	Interstate National Dealer Services, Inc. ("INDS") in all
	other jurisdictions. INDSF and INDS are located at 6120
	Powers Ferry Rd, Suite 200, Atlanta, Georgia 30339 and
	phone number 1-800-942-0400.
Contract	refers to this Service Contract. The Declaration Page and
	the Terms and Conditions comprise this <b>Contract.</b>
Coverage	refers to the component protection You have chosen, as
	shown on the <b>Declaration Page</b> , and the <b>Identification</b>
	Card.
Declaration Page	refers to the document which is attached hereto and
	forms part of this <b>Contract</b> .
Deductible	refers to the <b>Deductible</b> amount <b>You</b> will need to pay, as
	shown on the <b>Declaration Page</b> for each covered <b>Failure</b>
	repair visit.
Failure	refers to the <b>Failure</b> of a covered part under normal service.
	A covered part has failed when it can no longer perform the
	function for which it was designed solely due to its
	condition, and not due to the action or inaction of any non-
	covered parts. In addition, a <b>Failure</b> will be deemed to have
	occurred when a covered part has worn beyond the manufacturer's tolerances allowed for the particular
	<b>Vehicle</b> at the mileage when the problem occurs.
Identification Card	refers to the numbered card which becomes part of this
identification card	Contract. It gives information about You, Your Vehicle,
	Coverage chosen and other significant data.
Vehicle	refers to the <b>Vehicle</b> which is described on the
	<b>Declaration Page,</b> which cannot be used for rental,
	emergency or for-hire purposes.
Waiting Period	refers to the period of time AND mileage specified on the
_	Declaration Page. This precedes the <b>Coverage</b> period of
	this Contract. Coverage under this Contract begins upon
	expiration of the Waiting Period. The time and mileage
	of the Waiting Period will be added to the end of Your
	Contract period.
We, Us, Our	refers to the entity who is obligated to perform under this
	Contract (the "obligor"). The obligor of this Contract is

Interstate National Dealer Services of Florida, Inc. ("INDSF") in Florida under license numbers 60088. **70042 and 80230,** Interstate Administrative Services, Inc. ("IAS") in Oklahoma and Interstate National Dealer Services. Inc. ("INDS") in all other jurisdictions. INDSF, IAS and INDS are located at 6120 Powers Ferry Rd NW, Suite 200, Atlanta, Georgia 30339 and phone number 1-800-942-0400.

You, Your .....refers to the person named on the Declaration Page or the person to whom this **Contract** was properly transferred.

# **Terms and Conditions**

These Terms and Conditions include information about Coverage, Benefits, Cancellations, What to do in the Event of a Failure and Exclusions of Your Vehicle Service Contract. This document does not constitute a Contract until accepted by the **Administrator**.

#### **CONTRACT PERIOD:** 1.

- a) New /Used as New Vehicle Contract; Coverage under this Contract begins upon expiration of the Waiting Period. The Waiting Period for this Contract is specified on the **Declaration Rage**. This **Contract** will expire according to the time or mileage of the Contract selected, whichever occurs first, as shown on the **Declaration Page.** Contract expiration is measured in time from the **Contract** Purchase Date and mileage from zero
- b) Used Vehicle Contract: Coverage under this Contract begins upon expiration of the Waiting Period. The Waiting Period for this Contract is specified on the Declaration Page. This Contract will expire according to the time or mileage of the **Contract** selected, whichever occurs first, as shown on the **Declaration Page**. **Contract** expiration is measured in time from the Contract Purchase Date and mileage from the odometer mileage at Contract Purchase Date. Any Failure that occurs during the Waiting **Period** is not covered.
- FAILURE OF COVERED PARTS: We will pay on behalf of or reimburse You for the reasonable costs to repair or replace any of the parts included in Your **Coverage** which cause a **Failure**. Replacement parts may be new, remanufactured or replacement parts of like kind and quality. The Administrator must provide authorization on all claims before payment is made. Sales tax will be authorized for covered **Failures** only when required by the applicable state where the repair is taking place.
- **TERRITORY:** This **Contract** is limited to **Failures** which occur, and repairs that 3. are made, within the United States of America (excluding U.S. territories and possessions) and Canada.

- **4. LIMIT OF LIABILITY:** The aggregate limit of liability shall be the lesser of, the average trade-in value of the **Vehicle** as provided by the NADA Guides or the purchase price of the **Vehicle** as provided by a Bill of Sale.
- 5. OUR RIGHT TO RECOVERY: If We pay anything under this Contract and You have a right to recover from another party, Your rights will become Our rights up to the amount We paid. You will do whatever is reasonably necessary to enable Us to enforce these rights.
- **6. TRANSFER RIGHTS:** This **Contract** is for the benefit of the original **Contract Holder** but is transferable subject to a transfer fee and inspection providing:
  - a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.
  - b) **Contract** is being transferred to a subsequent private purchase of **Your Vehicle**. (Transfer rights are voided when **Your Vehicle** is traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of vehicles.)

You must submit the following:

- a) Complete a Transfer Application (Available from the **Administrator**) and submit to the **Administrator**.
- b) Provide a Bill of sale with the Transfer Application indicating the sale date and mileage at time of sale.
- c) Issue a check in the amount of fifty dollars (\$50.00) for the Transfer fee made payable to the **Administrator**,
- d) Provide all documents to the **Administrator** within thirty (30) days of the transfer of **Vehicle** ownership.
- VEHICLE MAINTENANCE REQUIREMENTS: You must maintain Your Vehicle 7. according to the manufacturer's recommendations as outlined in the owner's manual. Your owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. You are required to follow the maintenance schedule that applies to Your Vehicle's conditions. You must be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, is used in Your Vehicle. It is necessary for You to retain verifiable receipts for all parts and materials necessary to perform the required maintenance. If you perform your own engine oil changes, You must maintain a log indicating the date and mileage of each service performed and copies of itemized receipts for oil, fluids, filters and other supplies used. You may, at Our sole discretion, be required to provide a copy of the maintenance log and receipts in the event of a claim or to verify mileage. Your failure or inability to do so may result in a denial of Coverage in accordance with this section. If necessary, this documentation will be verified by the Administrator.
- 8. **DEDUCTIBLE:** In the event of a **Failure** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to **Coverage** listed in the Benefits section of this **Contract**. The **Deductible** type and amount **You** have to pay is shown on the **Declaration Page**, for covered

**Failures** on a per repair visit basis. Should a covered **Failure** require more than one visit to repair, only one **Deductible** will apply to that **Failure**. If **You** selected the Disappearing **Deductible** option, the standard **Deductible** will be waived, provided **You** have the repairs performed at Firestone or AAMCO.

9. **ARBITRATION:** Should a dispute or controversy or claim arise out of or relating to this **Contract**, or the alleged breach thereof, the matter may be settled by non-binding Arbitration. In this Arbitration clause "We, Us, Our" and "You" will be referred to individually as "party" and collectively as the "parties." Either party may make a written request to any nationally recognized organization that performs consumer related Arbitration services. If both parties agree to Arbitrate, the parties would then agree to abide by the consumer related rules and protocol established by the chosen Arbitration organization.

# **PLATINUM COVERAGE**

The components listed below, within the Coverage level indicated on the Declaration Page, are covered by this Contract. Components or parts not listed are not covered.

**ENGINE (Gas or Diesel):** All internally lubricated engine parts including: pistons, piston rings, piston pins, crankshaft and main bearings, engine mounts/torque strut, timing chain or belt, timing gears, timing belt tensioner, tensioners/guides, intake and exhaust valves, valve springs, valve guides, oil pump and oil pump housing, push rods, rocker arms, rocker arm shafts, hydraulic and solid lifters; intake & exhaust manifold; distributor shaft and housing; harmonic balancer; metal valve covers; timing gear cover; air filter and housing; water pump; fuel pump; vacuum pump; thermostatically controlled air intake; oil pan; engine block and heads are covered if damaged by the **Failure** of an internally lubricated moving part.

**TURBO/SUPERCHARGER:** All internal parts; housing is covered if damaged by the **Failure** of an internally lubricated moving part.

**TRANSMISSION (Automatic or Standard):** All internal parts; torque converter; vacuum modulator; cooler and metal cooling lines; mounts; covers, pans and cases are covered if damaged by the **Failure** of an internally lubricated moving part.

**Note:** No **Coverage** is afforded for clutch assembly; pressure plate; flywheel; throw out bearing; worn synchronizers or cables.

**TRANSFER UNIT (4x4):** All internal parts; transfer case is covered if damaged by the **Failure** of an internally lubricated moving part.

**DRIVE AXLE(S):** All internal parts; "U" joints; propeller shafts; CV/Tripod joints; differential case is covered if damaged by the **Failure** of an internally lubricated moving part.

**STEERING (Manual or Power)**: All internal parts in rack and pinion; all internal parts in recirculating ball housing; couplings; gear housing; power steering

pump; steering main and intermediate shafts; power cylinder assembly; power steering cooler; control valve; Pitman arm; idler arm; tie rod ends; drag link/center link.

**ELECTRICAL:** Alternator; voltage regulator; starter motor, drive and solenoid; power seat motors; power window motors, regulators and drives; front wiper motor including circuit board, relay and delay switch; manually operated switches for power windows, power seat(s), turn signal switch, headlamps, wipers (front and rear), emergency warning flashers; horn button; power door lock actuators; trunk actuator; fuel gauge sending unit; heated back glass elements (glass is not covered); rear wiper motor; heater blower motor; horn; factory installed sun/moon roof motor and its wiring harness and switches; convertible top motor and switches; power antenna motor, mast and switches.

**FRONT SUSPENSION:** Upper and lower control arms, control arm shafts and bushings; upper and lower ball joints; steering knuckles; stabilizer shaft, link and bushings; kingpins and bushings; strut bar and bushings; spindles and spindle supports.

**BRAKES:** Master cylinder; power assist booster and valve, wheel cylinders; calipers; combination valve; steel lines and fittings; backing plates; vacuum assist booster pump; springs, clips and retainers, self-adjusters; rear activators; parking brake linkage and cables. *Note: Golden Coverage does not include ABS systems.* 

AIR CONDITIONING: Compressor; internal assembly including pistons, rods, bearings, valves and shafts; clutch; coil and pulley; orifice tube; condenser; evaporator; manual switches; expansion valve; dryer tank; accumulator; POA valve; hi/low pressure cut-off switch; ducts and outlet hoses; automatic temperature control programmer..

**ELECTRONICS:** Anti-detonation/knock sensor; ESC/EEC/ECM module; oxygen sensor; electronic module retard vacuum switch; electronic ignition module; igniter; electronic digital instrument cluster; digital driver information display and module; instrument panel printed circuit board; MAF/MAP sensor; EGR valve; DPFE valve; remote keyless entry transmitter and receiver; heated side view mirror element; cruise control servo, module and transducer; compass; speed sensor; thermometer.

**SPORT UTILITY:** Step bumpers and mounting brackets; spare tire carrier, swing arm, pivots, latches and locks; factory installed running boards; swing out mirror arms and mounts; pop-out or sliding side/rear window latches and hinges; convenience bed liner (not warp age); tailgate handle, lock, cables, hinges and latches; edge protectors; cargo lamp; tie downs. **Note:** Rust damage and **Failures** caused by rust are expressly excluded.

**STEERING (4 WHEEL):** Control unit; actuator; mode selector; position sensor; rear tie rod assembly; rear gear assembly; cylinder barrel; center joint; pinion; power steering housing is covered if damaged by the **Failure** of an internal part. **FRONT AND REAR SUSPENSION:** MacPherson struts; shackle bushings and eye bushings; springs, torsion bars and bushings; stabilizer linkage and bushings;

wheel bearings and seals; automatic leveling unit compressor, sensor and limiter valve.

**ANTI-LOCK BRAKES (ABS):** Electronic control unit; anti-lock computer module; wheel speed sensors/exciters; proportioning valves; high pressure hydraulic pump; electro-hydraulic proportioning control valves; accumulator.

**COOLING:** Radiator; fan clutch and fan; engine cooling fan motors; heater core. **FUEL DELIVERY:** Fuel injector metering pump; fuel delivery pump; fuel injectors; fuel distributor; diesel injection pump; fuel tank; metal fuel lines.

**INTERIOR/EXTERIOR:** Glove box door and hinge; manually operated seat tracks; adjustable pedals; interior and exterior door handles; door hinges; map/courtesy light assembly; hood, trunk and hatch gas cylinders; hood, trunk and hatch hinges; bumper energy absorbers; speedometer head.

**SEALS & GASKETS:** Seals and gaskets, if needed, are covered for the following assemblies: Engine; Turbo/Supercharger; Transmission; Transfer Unit; Drive Axle(s); Steering; Front Suspension; Brakes; Air Conditioning; Rear Suspension and Anti-Lock Brakes.

### **Benefits**

# **Deductible Does Not Apply**

CAR RENTAL: We will, in the event of a Failure covered by this Contract, We will pay or reimburse You for receipted expenses to rent replacement transportation (from a Dealer or licensed rental agency) while Your Vehicle is undergoing repair. Such payment shall be limited to thirty-five dollars (\$35) for each eight (8) labor hours, or portion thereof, of applicable labor time necessary to complete the repair, up to a maximum of one hundred seventy-five dollars (\$175) per occurrence. This Coverage does not apply to time waiting for parts or other delays beyond the control of the repair facility. In the event of a major component (engine, transmission or drive axle) replacement, a maximum of five (5) days of parts delay Coverage will be afforded provided additional authorization is obtained from Administrator (except where prohibited by law).

TRAVEL EXPENSES: We will in the event a Failure covered by this Contract occurs more than one hundred (100) miles from Your home, We will reimburse You up to seventy-five dollars (\$75) per day for up to five (5) consecutive days for receipted motel/restaurant expenses (except where prohibited by law). The date of Failure will be considered the first day of the five (5) day maximum period.

#### **EMERGENCY ROADSIDE ASSISTANCE:**

For Emergency Roadside Assistance up to \$100 per occurrence, call tollfree 1-800-492-6762 – Producer Code: 28244 – Plan: "AB"

# Towing / Road Service / Lockout: 1-800-492-6762 Producer Code: 28244 – Plan: "AB"

In the event **Your Vehicle** is disabled, **We** will dispatch a service vehicle to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power **Your Vehicle** may be towed to a location of **Your** choosing. **We** will pay the first seventy five dollars (\$75) of any roadside assistance requested. Additional costs exceeding the first seventy five dollars (\$75) are **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call the following toll-free number: **1-800-492-6762**. **You** will be required to give the representative assisting **You** the following information: Producer Code – **28244**, **Your Vehicle** Service **Contract** Number (located on the front right hand corner of this application) and **Your** Plan Letter which is **AB**.

**Coverage:** You are entitled to one (1) service per 72-hours. We will pay the first \$100 for any of the following requested services: towing; battery jumpstart; flat tire change; essential fluid delivery (You are responsible for the actual cost of the delivered fluids i.e. gas, oil, water, etc.); locksmith (cost of replacement keys is not included).

Reimbursement: In the event Your Vehicle is disabled and You contracted for any of the above covered services on Your own, You will be able to submit Your original receipted road service expenses for reimbursement consideration. Reimbursement will only be considered when properly licensed and insured commercial providers who provide You with a covered service; private citizen services are not reimbursable. Your reimbursement for towing is \$100. Reimbursement for any other roadside service including locksmith services is \$100. You must send Your original receipted roadside bills along with a completed claim form to the Administrator. Claim forms may be obtained from the Administrator.

# What to do in the Event of a Failure

- 1. Prevent Further Damage You should use all reasonable means and precautions to protect Your Vehicle from further damage. This Contract will not cover damage caused by not securing a timely repair of any failed component.
- Take Your Vehicle to a licensed repair facility If Your Vehicle breaks down, take Your Vehicle to the licensed repair facility of Your choice. If You have purchased the Disappearing Deductible option, and want to use this option, You will need to take Your Vehicle to Firestone or AAMCO for the repair.
- Instruct the repair facility that they must obtain an authorization number from the **Administrator** prior to proceeding with repairs. The amount authorized is the maximum that will be paid. Any additional amounts need prior approval.

- 4. In some cases, You may be required to authorize the repair facility to inspect or tear down Your Vehicle to determine the cause and cost of the repair. You will be responsible for any tear down or inspection charges if the Failure is not covered by this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being performed. We reserve the right to move Your covered Vehicle to another repair facility.
- 5. After the **Administrator** has been contacted, review with the repair facility the components that will be covered by this **Contract.**
- 6. **EMERGENCY REPAIRS.** If a covered **Failure** occurs when the Administrator's office is closed, emergency repairs can be performed. **You** may proceed without prior authorization from the **Administrator**, however, IF **YOU** AUTHORIZE EMERGENCY REPAIRS AND THE FAILURE IS NOT COVERED BY THIS **CONTRACT**, **YOU** WILL NOT BE REIMBURSED FOR THE REPAIR COSTS. **YOU** MUST NOTIFY THE ADMINISTRATOR WITHIN THREE (3) BUSINESS DAYS FROM THE DATE OF REPAIR COMPLETION IN ORDER TO OBTAIN REIMBURSEMENT FOR THE COVERED EMERGENCY REPAIRS LESS THE COST OF ANY APPLICABLE DEDUCTIBLE(S).
- 7. We will reimburse the repair facility for the cost of authorized repairs performed on Your Vehicle, less any applicable Deductible. There may be circumstances when the reimbursement will be made to You. All repair orders and necessary documentation must be submitted to the Administrator within thirty (30) days by You or the repair facility to qualify for payment. If You have any guestions regarding Coverage or procedures, please contact the Administrator at the following number phone number or fax:

1-800-526-0929 Fax: 770-952-9245

# **Repair Facility Guidelines for Claims Handling**

Follow these steps when handling a claim:

- 1. Advise the **Contract Holder** that evaluation of a **Failure** does not mean that the repair is covered under this **Contract.** All covered repairs must receive prior authorization from the **Administrator**.
- Have the Contract Holder authorize the inspection/tear down of the Vehicle to determine the cause of the Failure and the cost to repair. Save all components, including fluids and filters, should the Administrator require an outside inspection. Notify the Contract Holder that the cost of tear down will not be paid if it is determined that the Failure is not covered under this Contract.
- 3. Determine the cause of **Failure**, correction required and cost of the repair(s).

- 4. Contact the **Administrator's** Claims Department at **1-800-526-0929** to get authorization to proceed with the claim. Be prepared with the following information when placing the call:
  - a. Contract Holder's Name and Contract Number.
  - b. Cause of **Failure** and recommended correction.
  - c. Cost of repair(s).
- 5. A Claims Advisor will verify **Coverage** and do one of the following:
  - a. Approve Claim If approved, the repair facility will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
  - b. Require Additional Evaluation, Inspection or Tear Down The Administrator may require an inspection prior to the repair being completed. If a tear down is required to determine the cause of Failure, the Contract Holder must authorize same. Notify the Contract Holder that if the repair is not covered, then the Contract Holder will be responsible for cost of the tear down. The repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If the inspection is not made within forty-eight (48) hours, You should contact the Claims Advisor.
  - c. Deny the claim and provide the reason for the denial.
- 6. Review the **Administrator's** findings with the **Contract** holder as well as what will be covered by the **Contract** and what portion of the repair(s), if any, will not be covered.
- 7. Obtain the **Contract** holder's authorization to complete repair(s). All repair orders must have the **Contract** holder's signature to qualify for payment.
- 8. Submit the repair order(s) that must include the **Contract** number, authorization number and authorized amount to the **Administrator** within thirty (30) days to the following address, e-mail or fax:

Interstate National Dealer Services, Inc. • 6120 Powers Ferry Rd. NW, Suite 200, Atlanta, GA 30339

800-526-0929 • Claims Fax: 770-952-9245 • www.inds.com • e-mail: claims@inds.com

# **Cancellation of Vehicle Service Contract**

You may cancel this Contract at any time including when the Vehicle is sold, lost, stolen or destroyed by notifying the seller specified on the Declaration Page. A cancellation form indicating the odometer reading at the date of request will be required. We may cancel this Contract for non-payment of the Contract charge, or for Your intentional misrepresentation in obtaining this Contract or in submitting a claim. If We cancel this Contract, You will receive a pro-rata refund of the

- unearned **Contract** charge paid reflecting the greater of the days in force or the mileage elapsed based on the term of the **Contract**, less a service charge of fifty dollars (\$50).
- 2. If this Contract has been setup through a third party payment plan company arranged by Us or the seller You purchased Your Contract from, then the payments pertains only to Your Contract, not Your Vehicle. The payment plan company may cancel Your Contract for non-payment. In the event Your Contract is cancelled for non-payment, You forfeit any and all refund rights under this Contract.
- 3. If this **Contract** is cancelled within the first thirty-five (35) days from the sale date of this **Contract** and no claim has been filed, the entire **Contract** charge paid will be refunded. If **You** cancel this **Contract** after thirty-five (35) days from the sale date of this **Contract** or if a claim has been filed, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage driven based on the term of the **Contract** and the date or miles when **Coverage** began. Elapsed time and mileage shall be measured from **Contract** sale date and zero (0) miles for New **Vehicles** or **Contract** sale date and **Contract** sale mileage for Used **Vehicles**.
- 4. A fifty Dollar (\$50) service charge and the total amount of all authorized claims will be deducted from all **Vehicle Contract** refunds after thirty-five (35) days from the sale date of this **Contract**.
- 5. In the event of cancellation, the lien holder of this **Contract**, if any, will be named on the cancellation refund check.

# **EXCLUSIONS**

Parts not listed are not covered. This Vehicle Service Contract Provides NO Coverage or Benefits for the following:

- A. ANY FAILURES OCCURRING DURING THE WAITING PERIOD SPECIFIED ON YOUR DECLARATION PAGE.
- B. THE FOLLOWING PARTS: CARBURETOR; BATTERY; BATTERY/BATTERY
  PACK ON HYBRID/ELECTRIC VEHICLES; SHOCK ABSORBERS; MANUAL
  TRANSMISSION CLUTCH ASSEMBLY; FRICTION CLUTCH DISC AND
  PRESSURE PLATE; THROWOUT BEARING; MANUAL AND HYDRAULIC
  LINKAGES; DISTRIBUTOR CAP AND ROTOR; SAFETY RESTRAINT SYSTEMS
  (INCLUDING AIR BAGS); GLASS; LENSES; SEALED BEAMS; LIGHT BULBS;
  BRAKE HARDWARE; ALL EXHAUST AND EMISSION COMPONENTS EXCEPT
  THOSE SPECIFICALLY LISTED UNDER THE COVERAGE SECTION OF THIS
  CONTRACT; WEATHER STRIPS; ALL TRIM, MOLDINGS, HANDLES, KNOBS
  OR DIALS; BRIGHT METAL; CHROME; UPHOLSTERY AND CARPET; PAINT;
  OUTSIDE ORNAMENTATION; BUMPERS; BODY SHEET METAL AND
  PANELS; TIRES AND WHEELS/RIMS; GPS NAVIGATION SYSTEMS; PHONE

- SYSTEMS; TV/VIDEO/ENTERTAINMENT SYSTEMS AND INTERNET ACCESS SYSTEMS.
- C. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS; WHEEL BALANCING; TUNEUPS; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; HOSES; DRIVE BELTS; BRAKE PADS, LININGS, SHOES, DRUMS AND ROTORS; WIPER BLADES.
- D. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING COST; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS EXCEPT WHEN REPLACEMENT IS REQUIRED DUE TO A COVERED FAILURE.
- E. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.
- F. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS CONTRACT; SLUDGE BUILD-UP OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.
- G. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF NO FAILURE HAS OCCURRED REGARDLESS OF REPAIR FACILITY RECOMMENDATIONS; OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER; ANY REPAIR NOT SPECIFICALLY AUTHORIZED BY US.
- H. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING, OR HAVE USED, YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER. THIS WILL INCLUDE, BUT NOT BE IMITED TO: THE FAILURE OF ANY CUSTOM OR ADDON/AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISED DEALER OR NOT; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; UNAUTHORIZED MODIFICATIONS TO ANY SYSTEM.
- I. IF YOUR ODOMETER HAS CEASED TO WORK AND REPAIRS HAVE NOT BEEN IMMEDIATELY MADE; THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE; OR IF VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.

- J. ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSONS ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED. LOSS OF TIME, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS THAT RESULTS FROM A FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGES HEREIN.) THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR DAMAGES FOR BAD FAITH, PUNITIVE OR EXEMPLARY DAMAGES, PERSONAL INJURY INCLUDING BODILY INJURY, PROPERTY DAMAGE (EXCEPT AS SPECIFICALLY STATED IN THE CONTRACT) AND ATTORNEY'S FEES.
- K. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT LUBRICANTS OR COOLANT. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE OR WHEN OVERHEATING OCCURS.
- L. VEHICLES WITH A FLOOD OR SALVAGED TITLE; WHEN RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY; WARRANTY FROM THE MANUFACTURER INCLUDING EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES; OR A REPAIRER'S GUARANTEE/WARRANTY; OR FAILURES FOR WHICH THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS.
- M. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR OTHER OBJECT OR VEHICLE WITHOUT BEING EQUIPPED WITH A FACTORY INSTALLED OR AUTHORIZED TOW PACKAGE; OR IS USED FOR COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE, LIVERY OR SHUTTLE, TOWING OR ROAD REPAIR, CONSTRUCTION, FARMING OR AGRICULTURAL PURPOSES, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICES, PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK, SERVICE OR REPAIR UNLESS COMMERCIAL USE OPTION HAS BEEN PURCHASED BY YOU AND ACCEPTED BY US.
- N. ANY FAILURE OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE OR DURING THE WAITING PERIOD, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- O. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA (50 U.S. STATES AND THE DISTRICT OF COLUMBIA) OR CANADA.
- P. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.

- Q. ANY REPAIR COMPLETED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION.
- R. ANY REPAIR COMPLETED IF VERIFIABLE RECEIPTS AND/OR VEHICLE MAINTENANCE REQUIREMENTS ARE NOT PROVIDED IF REQUESTED BY THE ADMINISTRATOR.

NOTICE: YOU ARE REMINDED THAT THIS CONTRACT IS NOT AN INSURANCE POLICY. HOWEVER, AN INSURANCE POLICY IS IN EFFECT WITH DEALERS ASSURANCE COMPANY. IF WE FAIL TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, YOU ARE ENTITLED TO MAKE A DIRECT CLAIM AGAINST THE INSURER, DEALERS ASSURANCE COMPANY, 3518 RIVERSIDE DRIVE, PO BOX 21185, COLUMBUS, OHIO 43221 AND PHONE NUMBER 800-282-8913.

