



Service Contracts. It's what we do.®  
 VEHICLE SERVICE CONTRACT MUST BE PURCHASED AT TIME OF SALE OF THE VEHICLE.

V1-0119

CLAIMS DEPT. 1-(888)-285-2567  
 ROADSIDE/TOWING ASSISTANCE 1-(888)-810-5150

CONTRACT PURCHASE DATE:		
MONTH	DAY	YEAR

CONTRACT NUMBER:
------------------

OWNER INFORMATION				
LAST NAME	FIRST NAME	PHONE	EMAIL ADDRESS	
ADDRESS		CITY	STATE	ZIP CODE

CO-OWNER INFORMATION				
LAST NAME	FIRST NAME	PHONE	EMAIL ADDRESS	
ADDRESS		CITY	STATE	ZIP CODE

SELLING DEALERSHIP INFORMATION				
AUL DEALER ID #	DEALERSHIP NAME	DEALERSHIP'S EMPLOYEE NAME	PHONE	
ADDRESS		CITY	STATE	ZIP CODE

VEHICLE INFORMATION				
VIN #	YEAR	MAKE	MODEL	
PRESENT MILEAGE	VEHICLE PURCHASE PRICE \$	IN-SERVICE DATE	VEHICLE CLASS	
GREEN VEHICLE	<input type="checkbox"/> HYBRID VEHICLE	<input type="checkbox"/> PLUG-IN HYBRID VEHICLE	<input type="checkbox"/> ELECTRIC VEHICLE	

VEHICLE SURCHARGES	<input type="checkbox"/> 4WD/AWD	<input type="checkbox"/> TURBO
	<input type="checkbox"/> ONE – TON	<input type="checkbox"/> SUPERCHARGER

COVERAGE INFORMATION		
TERM	COVERAGE	DEDUCTIBLE*
Term: _____ Months		\$
Term: _____ Miles	Expiration Mileage:	<input type="checkbox"/> DISAPPEARING DEDUCTIBLE
SINGLE PAYMENT CONTRACT PRICE \$	LIENHOLDER (If Applicable)	* See "EXPIRATION MILEAGE" under SECTION 1. KEY TERMS AND PROVISIONS for a complete description of EXPIRATION MILEAGE. *If a deductible is not entered, a one hundred dollar (\$100) deductible will apply.

I have READ, UNDERSTAND, and AGREE to the terms and conditions within the body of this contract.

\_\_\_\_\_  
 Owner's Signature

\_\_\_\_\_  
 Date

This Vehicle Service Contract contains an arbitration provision. It limits certain of YOUR rights, including YOUR right to obtain relief or damages through court action. Purchase of this Vehicle Service Contract is not required in order to purchase or finance a motor vehicle.

This contract is between A.U.L. Corp., 1250 Main Street, Suite 300, Napa, CA 94559, 1-(800)-826-3207 (herein referred to as the "OBLIGOR") and YOU and provides coverage as indicated above.

This Vehicle Service Contract is not an insurance policy. Unless otherwise regulated under state law, the contents of this Vehicle Service Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. However, OUR obligations under this Vehicle Service Contract are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If WE fail to perform or make payment under the terms of this Vehicle Service Contract within sixty (60) days after YOU request performance or payment, YOU may apply directly to American Bankers Insurance Company of Florida. Please call 1-866-306-6694 for instructions.

**For Arizona Residents Only:** YOUR Vehicle Service Agreement has an Arbitration Provision. By signing this document, YOU acknowledge that YOU are waiving YOUR right to go to court, except as provided in the Arbitration Provision or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.

## SECTION 1. KEY TERMS AND PROVISIONS

This Vehicle Service Contract is not an insurance policy. This is a Vehicle Service Contract between the **SERVICE CONTRACT HOLDER** and the **OBLIGOR**. Coverage under this Vehicle Service Contract begins on the **CONTRACT PURCHASE DATE** as listed on the **DECLARATIONS PAGE** of this Vehicle Service Contract. This Contract provides additional information regarding responsibility for benefits. State restrictions may apply; please refer to the **STATE DISCLOSURE** section for details.

Any modification, alteration, or change to the preprinted terms and conditions of this Vehicle Service Contract shall render it invalid and of no force or effect. No coverage is afforded under this Vehicle Service Contract without a valid Owner's Signature.

This Vehicle Service Contract is only in force upon the receipt and acceptance of this Vehicle Service Contract by the **ADMINISTRATOR**.

If any information contained in this Vehicle Service Contract about the **SERVICE CONTRACT HOLDER**, the **COVERED VEHICLE** or the coverage that **YOU** selected is in error, please contact the **ADMINISTRATOR** or the **SELLING DEALER** immediately.

Purchase of this Vehicle Service Contract is not required in order to purchase or finance a motor vehicle.

THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS CONTRACT.

The General Provisions of this Vehicle Service Contract contain several words that have special meanings. The following words are important in this Contract and they are printed in **BOLD** type below.

**"ADMINISTRATOR"** means A.U.L. Corp. 1250 Main Street, Suite 300, Napa, California 94559, 1-800-826-3207.

**"CLAIM"** means a request or demand made by **YOU** for benefits under this Vehicle Service Contract.

**"CONTRACT PURCHASE DATE"** means the date this Contract was purchased as listed on this Vehicle Service Contract.

**"COST"** means the usual and approved charges for parts and labor to repair or replace the covered part. **Replacement of covered parts may be made with new, remanufactured, or parts of like kind and quality, at the option of the ADMINISTRATOR.**

**"COVERED VEHICLE"** means the car, light duty truck, or van described as such on this Vehicle Service Contract.

**"DECLARATIONS PAGE"** means the numbered document executed by **YOU** which is part of this Vehicle Service Contract. It lists information regarding the **COVERED VEHICLE**, Vehicle Service Contract terms, and other vital information.

**"DEDUCTIBLE"** means the amount that the **SERVICE CONTRACT HOLDER** must pay for covered repairs per repair visit. The **DEDUCTIBLE** will not apply to the **ADDITIONAL BENEFITS** listed in **SECTION 7. WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT.**

**"DISAPPEARING DEDUCTIBLE"** means that if **YOU** have purchased the **DISAPPEARING DEDUCTIBLE** option then no **DEDUCTIBLE** will be charged so long as the **COVERED VEHICLE** is returned to the **SELLING DEALER** for repair. If the **COVERED VEHICLE** is taken anywhere other than the **SELLING DEALER**, the **DEDUCTIBLE** as listed on the **DECLARATIONS PAGE** will apply.

**"EXPIRATION MILEAGE"** means 0 on the odometer plus the Term Miles as listed on this Vehicle Service Contract. (For example, with the Term Miles one hundred fifty thousand (150,000) miles, the contract will expire when the **COVERED VEHICLE's** odometer reaches one hundred fifty thousand (150,000) miles.) The mileage Term is NOT added to the mileage on the odometer at the time of purchase. This Contract will expire at the **EXPIRATION MILEAGE** or when **WE** have wholly fulfilled **OUR** financial obligations under the terms of the Limit of Liability clause of **SECTION 8. WHAT IS NOT COVERED** by this Contract.

**"FAILURE"** or **"FAILED"** or **"MECHANICAL BREAKDOWN"** means the inability of any covered component(s), which has received manufacturer's recommended service, to perform the function(s) for which it was designed, including when any covered component(s) has worn beyond the manufacturer's tolerances allowed for the particular Vehicle at the mileage when the problem occurs.

**"LIENHOLDER"** means the company listed on the **DECLARATIONS PAGE** of this Vehicle Service Contract that has advanced the money for the purchase of this Vehicle Service Contract.

**"OBLIGOR"**, **"WE"**, **"US"** or **"OUR"** means A.U.L. Corp. 1250 Main Street, Suite 300, Napa, California 94559 1-800-826-3207, the entity obligated to perform under this Vehicle Service Contract.

**"ODOMETER MILES"** means the mileage recorded on the odometer provided that it has not stopped or been changed to lower the actual mileage, as determined in accordance with Public Law 92-513, Title IV, as amended.

**"SELLING DEALER"** means the Dealer described as such on this Vehicle Service Contract.

**"SERVICE CONTRACT HOLDER," "YOU,"** and **"YOUR"** mean the owner designated as such on this Vehicle Service Contract.

## SECTION 2. MAINTENANCE RESPONSIBILITIES

The **SERVICE CONTRACT HOLDER** must have the **COVERED VEHICLE** serviced according to the service and maintenance schedule outlined in the owner's manual published by the manufacturer of the **COVERED VEHICLE**. **YOU** must also maintain proper fluid levels. The **SERVICE CONTRACT HOLDER** must keep all maintenance records, from the date **YOU** purchased the **COVERED VEHICLE** to the **EXPIRATION** of this Vehicle Service Contract, supported by receipts indicating date, time, mileage, and service performed, and these records must be available to the **ADMINISTRATOR** and/or the **SELLING DEALER** upon request. Proof of maintenance will be required for certain repairs under this Vehicle Service Contract. Failure to provide proof of required maintenance may result in denial of coverage. Failure to properly maintain **YOUR COVERED VEHICLE** in accordance with **YOUR** owner's manual will result in denial of coverage.

## SECTION 3. HOW TO OBTAIN REPAIRS

**ADMINISTRATOR BUSINESS HOURS:** Monday through Friday, 6AM-5PM Pacific Standard Time

**ADMINISTRATOR PHONE NUMBER AND ADDRESS:** Toll Free 1-888-285-2567 | 1250 Main Street, Suite 300, Napa, CA 94559

**AFTER HOURS CLAIMS:** For **CLAIMS** outside of the **ADMINISTRATOR's** or **SELLING DEALER's** normal business hours, please follow the instructions in paragraph 4 below.

- 1. Prevent Further Damage:** Take immediate action to prevent further damage to **YOUR COVERED VEHICLE**. Any damage resulting from continued operation of an impaired vehicle will constitute failure to protect the **COVERED VEHICLE** and will not be covered under this Vehicle Service Contract.
- 2. Return YOUR COVERED VEHICLE to the SELLING DEALER:** If **YOUR COVERED VEHICLE** is within sixty (60) miles of the **SELLING DEALER**, **YOU** must deliver the **COVERED VEHICLE** to the **SELLING DEALER** at the address shown on the **DECLARATIONS PAGE** of this Vehicle Service Contract.
- 3. Call the ADMINISTRATOR for instructions on how to start a CLAIM at 1-888-285-2567:** If **YOUR COVERED VEHICLE** is more than sixty (60) miles from the **SELLING DEALER**, **WE** reserve the right to select the repair facility. Call the **ADMINISTRATOR** for instructions **BEFORE YOU** deliver **YOUR COVERED VEHICLE** to any repair facility other than the **SELLING DEALER**. To ensure coverage under the terms of this Vehicle Service Contract, the repair facility must contact the **ADMINISTRATOR** and obtain their authorization **PRIOR** to beginning teardown or repair. **YOU** are responsible for authorizing diagnosis or teardown of **YOUR COVERED VEHICLE** by the repair facility to determine the cause of **FAILURE**. If the **FAILURE** is not covered under this Vehicle Service Contract, **YOU** will be responsible for these costs. The **ADMINISTRATOR** and the **SELLING DEALER** reserve the right to inspect **YOUR COVERED VEHICLE** prior to any repair being made. Replacement of covered parts may be made with new, remanufactured, or parts of like kind and quality, at the option of the **ADMINISTRATOR**. A valid repair order showing completion of repairs from a licensed repair facility must be provided to the **ADMINISTRATOR**. The repair order must be signed by the **SERVICE CONTRACT HOLDER** and must correspond with **YOUR CLAIM**.
- 4. Emergency Repairs:** If emergency repairs covered by this Vehicle Service Contract are required outside the **ADMINISTRATOR's** or **SELLING DEALER's** business hours,

the SERVICE CONTRACT HOLDER should deliver the COVERED VEHICLE to a licensed repair facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, the SERVICE CONTRACT HOLDER should report the repairs to the ADMINISTRATOR. To report an emergency repair and obtain a reimbursement, please call 1-888-285-2567 for instructions. Emergency repairs are only those repairs, which, if not performed, would render YOUR COVERED VEHICLE inoperable or unsafe to drive and impair its future operation.

#### SECTION 4. TRANSFER AND RENEWAL PROCEDURES

This Vehicle Service Contract may be transferred one time to a new owner during the Vehicle Service Contract term. This Vehicle Service Contract may not be assigned separately from the COVERED VEHICLE, nor can it be assigned or transferred to a new-or-used-car dealer or anyone other than the individual who is purchasing the COVERED VEHICLE for personal use. A transfer fee of fifty dollars (\$50.00) will be charged. The new owner must supply the ADMINISTRATOR with their name, address, telephone number, current vehicle mileage on COVERED VEHICLE, a copy of the bill of sale to validate the transfer, and all maintenance records from the previous owner dating back to the contract purchase date. The ADMINISTRATOR must be notified within thirty (30) days of the date of sale of the COVERED VEHICLE for the transfer to the new owner to be effective. Once transferred, this Vehicle Service Contract is non-refundable. This Vehicle Service Contract is not transferable from vehicle to vehicle. This Vehicle Service Contract may be renewable. Renewal is subject to underwriting guidelines at the time of renewal. Proof of maintenance and a vehicle inspection may be required prior to renewal. Renewal rates may be different from the original price. In order to facilitate renewal, if YOU choose to renew, the ADMINISTRATOR may share certain nonpublic personal information with another company. That company, however, will use this information only for its intended purpose and will not share it with any third parties.

#### SECTION 5. CANCELLATION

In the event the COVERED VEHICLE is repossessed, declared a total loss, or YOU give notice of cancellation, this Vehicle Service Contract shall terminate.

1. In the event of a valid repossession or total loss of the COVERED VEHICLE, the rights under this Vehicle Service Contract, which include cancellation, shall immediately transfer to the applicable LIENHOLDER, only if the LIENHOLDER is an outside financial institution not controlled by the SELLING DEALER.
2. a. This Vehicle Service Contract is cancelable by the SERVICE CONTRACT HOLDER or the LIENHOLDER. If the SERVICE CONTRACT HOLDER or the LIENHOLDER cancels this Vehicle Service Contract within the first sixty (60) days and no CLAIMS have been filed, the SELLING DEALER will refund the entire Single Payment Contract Price.  
b. If this Vehicle Service Contract is canceled by the SERVICE CONTRACT HOLDER or the LIENHOLDER after the first sixty (60) days or a CLAIM has been filed, the SELLING DEALER will refund the amount of the unearned Single Payment Contract Price according to the pro-rata method reflecting the greater of the days in force or the miles driven relative to the plan selected. Note that YOU may cancel this Vehicle Service Contract at any time, however, eighty-four (84) months after the CONTRACT PURCHASE DATE, or when YOUR odometer reaches the mileage term purchased, whichever occurs first, the Single Payment Contract Price as listed on the DECLARATIONS PAGE will be fully earned and YOUR refund will be zero dollars (\$0.00).  
c. A fifty dollar (\$50.00) service fee will be deducted from all refunds for cancellations requested after the first sixty (60) days.
3. How to cancel: Provide the SELLING DEALER with: (1) The SERVICE CONTRACT HOLDER copy of this Vehicle Service Contract; (2) a brief letter signed by the SERVICE CONTRACT HOLDER requesting cancellation; (3) an affidavit indicating the true odometer reading on the date of the request. (4) If the contract is financed or on a payment plan, provide the LIENHOLDER's name and mailing address. In the event of cancellation, the LIENHOLDER, if any, will be named on the cancellation refund check as their interest may appear. If the account is paid in full, documentation from the LIENHOLDER stating account has been satisfied will be required.

#### SECTION 6. CANCELLATION BY OBLIGOR

The OBLIGOR may terminate (cancel) this Vehicle Service Contract for any reason by mailing, via certified mail at least fifteen (15) days prior to termination, a notice of termination to YOUR last known address to include a statement of the reason for and effective date of termination and by tendering a refund as follows: If the OBLIGOR cancels this Vehicle Service Contract, the refund will be calculated in accordance with paragraph 2 in SECTION 5. CANCELLATION.

#### SECTION 7. WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT

##### I. RESERVE CARE PLUS

This Vehicle Service Contract will cover approved repairs to any FAILURE of the parts of the COVERED VEHICLE, except for those items listed in SECTION 8. WHAT IS NOT COVERED. For additional Hybrid, Plug-In Hybrid and Electric Vehicle component coverage, refer to item II. HYBRID/PLUG-IN HYBRID/ELECTRIC VEHICLES below.

##### II. HYBRID/PLUG-IN HYBRID/ELECTRIC VEHICLES

**Hybrid Drive Battery/Electric Drive Battery/High Voltage Battery:** In the event of a FAILURE to the Hybrid Drive Battery, Electric Drive Battery, or High Voltage Battery, replacement may be made with a battery of like kind and quality with an energy capacity (kWh storage) level at or above that of the original battery prior to the FAILURE. The amount of energy that these batteries can store will decrease with time and miles driven. An inspection may be needed, prior to repair or replacement, to determine if the battery energy capacity (kWh storage) is within the proper limit, given the age and mileage of the vehicle.

**Charging Station:** In the event of a FAILURE of the COVERED VEHICLE's Professionally Installed Charging Station, coverage will apply to the internal components of the Professionally Installed Charging Station (excludes all wiring/cables from outlet to station; station to charger adapter; and all items listed in SECTION 8. WHAT IS NOT COVERED). This benefit will cover up to a maximum of twenty-five hundred dollars (\$2500.00) towards the repair of a covered FAILURE of the Professionally Installed Charging Station.

##### III. ADDITIONAL BENEFITS/ROADSIDE ASSISTANCE

In order to obtain the additional benefits listed below, please call 1-888-810-5150.

1. **Towing:** In the event the COVERED VEHICLE becomes disabled due to a FAILURE which renders the COVERED VEHICLE inoperable, WE will arrange to have the COVERED VEHICLE transported, one time per CLAIM, to the nearest qualified repair service facility within one hundred fifty (150) miles. YOU are responsible for any charges that exceed the stated coverage limit.
2. **Flat Tire Change:** In the event of a flat tire on the COVERED VEHICLE, WE will arrange for a service provider to mount an inflated spare tire provided by YOU. In the event the spare tire is not functional, WE will provide YOU with transportation to the nearest tire store for repairs.
3. **Emergency Fuel Delivery Service:** In the event the COVERED VEHICLE runs out of gas, WE will arrange for a service provider to deliver two (2) gallons of gas to the COVERED VEHICLE. YOU are responsible for the cost of the emergency supply of gas at the time of delivery. (Compressed Natural Gas (CNG) vehicles excluded)
4. **12 Volt Battery Jump Service:** In the event the COVERED VEHICLE will not crank due to a weak or "run-down" battery, WE will arrange for a service provider to boost or jump-start the battery.
5. **Key Lockout Service:** In the event the keys for the COVERED VEHICLE are lost, broken or accidentally locked in the COVERED VEHICLE, WE will arrange for a service provider to unlock the COVERED VEHICLE and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the locksmith service, excluding the cost of replacement keys. YOU are responsible for the cost of any replacement keys at the time of service.

To obtain roadside assistance, call **1-888-810-5150**

Additional Benefits/Roadside Assistance is available 24 hours a day, 365 days a year. Only service requests provided through calling 1-888-810-5150 will be honored. Services are not available in areas where state providers are exclusively utilized on certain toll-ways, highways, and freeways. Service is not covered for collisions or vandalism.

#### IV. RENTAL CAR/ALTERNATE TRANSPORTATION BENEFITS

**Rental Car:** The ADMINISTRATOR will reimburse the SERVICE CONTRACT HOLDER, for actual rental car expense incurred, up to thirty dollars (\$30.00) per twenty-four (24) hour period, with a one hundred fifty dollar (\$150.00) maximum per CLAIM. In order to qualify for reimbursement, the COVERED VEHICLE must have a FAILURE to a covered component, that if driven, would result in further damage to the COVERED VEHICLE. An additional ninety dollars (\$90.00) of rental coverage applies only in the event of a parts delay when an internal repair or replacement is performed on a major component (Engine Group, Transmission Group, Drive Axle Group). Reimbursement will not continue beyond the day that repairs are completed and the SERVICE CONTRACT HOLDER is notified of completion. Reimbursement is only valid if rental is from a licensed car rental agency.

**Alternate Transportation:** The ADMINISTRATOR will reimburse the SERVICE CONTRACT HOLDER for alternate transportation such as Uber or Lyft according to the guidelines listed above under Rental Car. Valid alternate transportation receipts which correspond with the date of repairs must be provided to the ADMINISTRATOR.

#### V. TRIP INTERRUPTION

In the event of a covered FAILURE of the COVERED VEHICLE during the term of this policy, YOU will be reimbursed up to \$100 per day for up to three (3) days for meals and lodging when the FAILURE occurs more than 150 miles from YOUR residence. Benefits are per FAILURE and YOU must remain overnight for YOUR lodging and meals between the date of the FAILURE and the date the repairs are completed. YOU must provide to us valid lodging and meal receipts in order to be reimbursed.

### SECTION 8. WHAT IS NOT COVERED

- A. Repairs or replacements not authorized in advance by the ADMINISTRATOR, except for repairs that qualify as Emergency Repairs as described in SECTION 3. HOW TO OBTAIN REPAIRS.
- B. Repairs or replacements of components of the COVERED VEHICLE that were not operating properly in accordance with manufacturer's specifications at the time of the sale of this Vehicle Service Contract.
- C. Any MECHANICAL BREAKDOWN or FAILURE that occurs to or results from non-standard (any component not installed by the original manufacturer) or high performance parts, alternate fuels, any mechanical or electrical alterations made to the COVERED VEHICLE including, but not limited to: installation of header pipes, snow plow equipment or fittings, the removal of originally installed parts, mismatched tire sizes according to manufacturer's guidelines, lift kits and oversized wheels or tires.
- D. Any part, repair, or replacement thereof while covered by insurance, a manufacturer's warranty, recall program, factory service bulletins, special policy, certified program or dealer warranty.
- E. Any COVERED VEHICLE if the odometer has been tampered with, altered, disconnected (excluding during maintenance or repair) or not maintained in working order, causing it to not record actual mileage driven.
- F. Any mechanical breakdown or FAILURE caused by (a) failure to service the COVERED VEHICLE as recommended by the manufacturer; (b) overheating, regardless of the cause of overheating or resulting from contamination or inadequate amounts of coolant, lubricants, or fluids; (c) continued operation of YOUR COVERED VEHICLE or failure to use reasonable means to protect YOUR COVERED VEHICLE from further damage after a FAILURE occurs; (d) sludge, rust, residue, or corrosion; (e) lack or loss of oil or lubricant, or poor quality lubricant or fluids; or (f) OWNER OR DRIVER NEGLIGENCE OR MISUSE, WHICH SHALL INCLUDE OPERATION OF THE VEHICLE AFTER THE FAILURE OF ANY PART, THE NORMAL OPERATION OF WHICH IS REQUIRED TO MAINTAIN A SAFE ENGINE OPERATING TEMPERATURE. AN UNSAFE ENGINE OPERATING TEMPERATURE IS INDICATED BY GAUGES, WARNING LIGHTS, OR AUDIBLE WARNING SOUNDS.
- G. Any vehicle used for any form of competitive driving, racing or abusive driving.
- H. Any COVERED VEHICLE used for pulling a trailer with a gross vehicle weight in excess of 1,500 pounds unless the vehicle is equipped as recommended by the manufacturer.
- I. The following, unless required in connection with repairs or replacements covered hereunder: adjustments, wheel or suspension alignments, wheel balancing, engine tune-ups, grinding valves, refrigerants.
- J. Phones, Television/VCR, DVD Players, Satellite Radio.
- K. Commercial use vehicles used for the following: competitive driving, taxi or livery, snow plowing, use for hire to the public or use to transport people for hire, municipal or professional emergency or police services and use for towing trailers whose weight exceeds the manufacturer's recommendations for that vehicle.
- L. During the period covered by this Vehicle Service Contract, it may become necessary to: (a) replace spark/glow plugs, cap and rotors, points, fuses, wiper blades, PCV valves, emission components, filters, fly wheels, flex plates, clutch assembly and hydraulics, brake and clutch linings, pressure plate, throw-out and pilot bearings, hoses, molded rubber or rubber like items, glass, and glass lenses, windows, any component whose only purpose is for illumination, such as but not limited to: sealed beams, high intensity discharge (h.i.d. or xenon) bulbs, h.i.d. headlamp assemblies, ballasts, h.i.l.e.d. cooling systems, l.e.d. assemblies, light bulbs, lenses, wheels, tires, trim, moldings, bright metal, upholstery, paint, exhaust system (excluding cracked or warped exhaust manifold), brake rotors and drums, batteries (excluding Hybrid/Electric/High Voltage Battery), carburetor; (b) adjustments to: carburetor, throttle body assembly, ignition, transmission bands, belts or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; (d) add oil, coolant, fluids, lubricants, greases, or refrigerants. Costs for these services and parts are not covered by this Vehicle Service Contract, regardless of the cause of failure.
- M. Storage charges, shop supplies, and materials charge; diagnostic procedures not in the flat rate time to repair the covered component.
- N. Losses resulting from delays or failures caused by acts of God, accidental loss or damage, collision or upset, falling missiles or objects, fire, theft, larceny, explosion, lightning, electric shock/short, earthquake, windstorm, hail, water, flood, freezing, malicious mischief, vandalism, war, riot or civil commotion, labor strikes, or other causes beyond the control of the ADMINISTRATOR.
- O. Incidental or consequential damages, such as loss of time, inconvenience or loss of use of the COVERED VEHICLE or injury or death to any persons.
- P. A part or component that a repair facility may recommend replacing but which has not FAILED.
- Q. Maintenance services and parts described in the Manufacturer's Maintenance Schedule for the COVERED VEHICLE.
- R. Rust damage or body repair, convertible or vinyl tops, air and water leaks, wind noise, weather strips, squeaks, and rattles.
- S. Repairs or replacements made outside the United States or Canada.
- T. Repairs to correct loss of compression or oil consumption related to burnt or carbonized piston rings or valve components.
- U. Damage to a covered part resulting from a mechanical breakdown or FAILURE of a non-covered part, or from faulty or negligent repairs, or installation of defective parts.
- V. Damages for bad faith, punitive or exemplary damages, property damage (except as specifically stated in the Vehicle Service Contract), and attorney fees.
- W. Any vehicle not originally manufactured to U.S. specifications or with restricted titles, commonly known as a grey market vehicles; salvaged vehicles, factory buybacks, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only.
- X. Limit of Liability (per repair visit)-The COST of repairs in excess of the approved COST to correct any FAILURE using the approved retail labor time from a nationally recognized labor time guide (i.e. Motors Guide, All-Data). Parts replacement costs shall not exceed the Manufacturer's suggested retail price. In no event shall OUR liability exceed the approved COST necessary to correct the actual cause of FAILURE.

- Y. **Limit of Liability (Aggregate)**-The aggregate total of all repairs and benefits paid or payable while this Vehicle Service Contract is in force shall not exceed the greater of the following aggregate amounts: the Vehicle Purchase Price as shown on this Vehicle Service Contract or the NADA retail value of the COVERED VEHICLE at the time of current repair.
- Z. **Authorized covered repairs that have not been submitted to the ADMINISTRATOR within one hundred eighty (180) days from date of completed repairs.**
- AA. **FAILURE caused by over or undercharging of Hybrid Drive Battery/Electric Drive Battery/High Voltage Battery, including allowing battery to stay drained beyond manufacturer recommendations or allowing the vehicle to remain idle for more than 30 days. Battery core charges.**
- BB. **Modifications to Hybrid Drive Battery/Electric Drive Battery/High Voltage Battery charging system or NON-Factory installed operating software. Cables and wires to and from the charging station.**

## SECTION 9. FINANCE COMPANY DISCLOSURES

**For Ford Credit Financed Contracts Only:** SECTION 7. **WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT, item II.** is amended to delete the following sentence: This benefit will cover up to a maximum of twenty-five hundred dollars (\$2500.00) towards the repair of a covered **FAILURE** of the Professionally Installed Charging Station. **Section 8. WHAT IS NOT COVERED, item X.,** the last sentence is deleted and replaced with the following: In no event shall **OUR** liability exceed either of the following amounts: the actual cash value (ACV) of the vehicle at the time of **FAILURE**, or the approved **COST** necessary to correct the actual cause of **FAILURE**.

## SECTION 10. ARBITRATION PROVISION

**READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO GO TO COURT. THIS PROVISION DOES NOT APPLY TO A COVERED BORROWER AS DEFINED BY FEDERAL MILITARY LENDING ACT REGULATIONS.**

**WAIVER.** **YOU** and **WE** (the "Parties") waive the following rights: (1) the right to go to court, except small-claims court; (2) the right to a jury trial; (3) the right to serve as a private attorney general; and (4) the right to participate in a class action. Under this Provision, courts and arbitrators **cannot allow class actions**. Only individual arbitration or small-claims courts will resolve disputes. If a court finds that the class action waiver portion of this Provision is invalid, then this entire Arbitration Provision is void.

**SCOPE.** This Provision governs all disputes between **YOU** and **US**, including but not limited to claims based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and claims related to setting aside this Provision, claims about the Provision's validity and scope, and claims about whether to arbitrate.

**INFORMAL DISPUTE RESOLUTION.** We can try to resolve disputes if you call us at 1-888-285-2567. We may be able to resolve the dispute on terms mutually agreeable to you and us. **YOU** and **WE** agree that any dispute we are unable to resolve will be resolved by arbitration.

**ABOUT ARBITRATION.** In arbitration, a third-party arbitrator resolves disputes in a hearing. The arbitration hearing is private and less formal than court. Arbitrators may limit pre-hearing fact finding, called "discovery." The decision of the arbitrator is final.

**ARBITRATION PROCESS.** To begin Arbitration, **YOU** or **WE** must make a written demand to the other Party for arbitration and send a copy of the demand to the chosen arbitrator. **YOU** may send your demand to us at A.U.L. Corp. Attn: Compliance, 1250 Main Street, Suite 300, Napa, CA 94559. The Party mailing the demand may choose the American Arbitration Association ("AAA") or a local arbitrator affiliated with a national arbitration organization, subject to the other Party's approval. The Arbitration will take place before a single arbitrator under the AAA Consumer Arbitration Rules. **YOU** may get a copy of the Rules by contacting AAA at 120 Broadway, New York, NY 10271, calling 1-800-778-7879, or visiting [www.adr.org](http://www.adr.org). The arbitrator may grant the same injunctive relief and/or award the same damages as a court. Filing fees to begin arbitration will be shared equally between **YOU** and **US**, but the total amount of arbitration fees you pay will not exceed state court costs. **YOU** are responsible for paying **YOUR** attorney fees and expenses, unless the arbitrator awards **YOU** such fees and expenses. Unless **YOU** and **WE** agree, the arbitration will take place in the county and state where **YOU** live. Either Party may attend the hearing by phone. A Party may request details about the arbitrator's ruling within fourteen (14) days of the ruling.

**APPEAL.** Arbitration will be the sole method of resolving appeals of a small claims court judgment. If the amount in controversy exceeds \$10,000, a Party may appeal the arbitrator's finding. Such appeal will be to a three-arbitrator panel from the same arbitration group. The appeal will be de novo and resolved by majority vote. We will split appeal costs equally, regardless of the outcome.

**OPT OUT.** If you want to opt out of this Arbitration Provision, send **US** written notice to A.U.L. Corp. Attn: Compliance, 1250 Main Street, Suite 300, Napa, CA 94559, within thirty (30) calendar days of signing this contract. State your name, address, account number, and date. State that you "opt out." If you opt out, your opt out will only apply to this contract.

**GOVERNING LAW.** This Provision and any arbitration under this Provision are governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*

**REPRESENTATIONS. YOU UNDERSTAND THAT YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, EXCEPT SMALL CLAIMS COURT, ON ANY CLAIM COVERED BY THIS PROVISION. YOU** also agree that any arbitration proceeding will only consider **YOUR** and **OUR** claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering these claims. Please refer to the State Disclosures section of this contract for any added requirements in **YOUR** state.