This Agreement is between the Agreement Holder (“YOU” and “YOUR”) and the provider (“WE”, “US”, and “OUR”). The provider means the Party with primary responsibility for providing the protection described in this Vehicle Service Agreement. Please refer to Appendix A of this Agreement. The purchase of a Vehicle Service Agreement is not required in order to lease, purchase or obtain financing of a motor vehicle.

**KEY TERMS**

“YOUR VEHICLE” means the car or light duty truck as manufactured by the manufacturer which is described in Schedule A.

“FAILURE” means that an original manufacturer installed or like replacement part covered by this Agreement is not operational due to a defect in materials or workmanship.

“ODOMETER MILES” means the mileage recorded on an odometer which has not stopped or been changed to lower the actual mileage.

“MANUFACTURER” means the person, corporation or other entity that originally built or assembled your vehicle.

“COST” means the usual and fair charges for parts and labor necessary to repair or replace a covered FAILURE.

“DEDUCTIBLE” means the amount that you must pay for covered repairs per repair visit. If the same covered part causes an assembly to fail again, no deductible will apply to the subsequent FAILURE. If the Disappearing $100 deductible option is selected and shown in the Agreement information, the deductible will be waived on Covered Failures repaired at the selling Dealer named on the front of the application. The deductible will apply to all other Covered Failures repaired at any other repair facility.

“WARRANTY” or “WARRANTIES” means the manufacturers’ written Warranties provided on “YOUR VEHICLE”.

“USED COMMERCIAL” means used for livery, taxi, snow removal, rental, transport carrier, police vehicle, emergency vehicle or commercial towing vehicles. USED COMMERCIAL does not mean Business Use such as Construction, Delivery, Multiple Driver and Service Vehicles IF Business Use is indicated on the Application and the Business Use surcharge is paid.

“AUTHORIZED” means the dealer or such other repair facility, rental agency, person, company or entity as authorized by the administrator to effect repair, replacement or other covered services.

**WHAT THIS AGREEMENT COVERS**

In return for YOUR payment for this Agreement and subject to its terms, YOU will be provided with the protection described herein. We will pay YOU or a repairer the COST to remedy any FAILURE of YOUR VEHICLE, less the DEDUCTIBLE, except for the items listed under WHAT IS NOT COVERED. In either event, covered repairs must be performed by an AUTHORIZED Repair Facility.
Replacement parts may be new, remanufactured or used. The use of non-original manufacturer’s parts is permitted.

VEHICLE RENTAL EXPENSE
WE will pay YOUR out-of-pocket expenses to rent a replacement vehicle from an AUTHORIZED rental agency if:
During the Agreement Term, repairs to YOUR VEHICLE are caused by a FAILURE or during the WARRANTY period, repairs to YOUR VEHICLE are covered by WARRANTY and it is inoperable. The following schedule will be used based on labor repair time, to reimburse YOU for substitute transportation.

<table>
<thead>
<tr>
<th>Repair Time* Required</th>
<th># of Days</th>
<th>Allowed Maximum Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>.1 – 5 Hours</td>
<td>1</td>
<td>$30</td>
</tr>
<tr>
<td>5.1 – 10 Hours</td>
<td>2</td>
<td>$60</td>
</tr>
<tr>
<td>10.1 – 20 Hours</td>
<td>3</td>
<td>$90</td>
</tr>
<tr>
<td>20.1 – 30 Hours</td>
<td>4</td>
<td>$120</td>
</tr>
<tr>
<td>30.1 – 40 Hours</td>
<td>5</td>
<td>$150</td>
</tr>
</tbody>
</table>

*Repair time is the estimated repair time listed in the applicable National Manufacturer’s “flat rate” repair manual.

The total dollar limit per repair visit can be increased over and above the scheduled limits by $150 with $30 per day limit, if repairs are delayed because of the Dealer’s failure to deliver their manufacturer’s replacement part and WE are notified of the delay within the first 2 days of the rental period. This benefit is not subject to a DEDUCTIBLE but is provided only for as long as we deem reasonable to complete repairs.

TOWING AND ROAD SERVICE
WE will pay your out-of-pocket expenses up to $75 for towing and emergency road service labor, if YOUR VEHICLE becomes disabled, provided such emergency road service labor is performed at the scene. If YOUR VEHICLE is disabled during the term of the WARRANTY period, this protection will apply only for the amount in excess of the amount covered by WARRANTY. No DEDUCTIBLE will be applied to this benefit.

WHAT IS NOT COVERED
UNLESS REQUIRED IN CONNECTION WITH THE REPAIR OF A FAILURE, THE FOLLOWING ARE NOT COVERED UNDER THIS AGREEMENT:
1. THE MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE MANUFACTURER’S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.
2. OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING ENGINE TUNE-UP, SUSPENSION ALIGNMENT, WHEEL BALANCING, FILTERS, LUBRICANTS, ENGINE COOLANT, FLUIDS, AIR CONDITIONING RECHARGING, SPARK/GLOW PLUGS, BRAKE PADS, LININGS AND SHOES, AND MANUAL CLUTCH DISC LINING.

OTHER PARTS NOT COVERED: IN THE ENGINE: CYLINDER BLOCK, CYLINDER HEAD AND ALL INTERNAL PARTS, TIMING GEAR, SEALS AND GASKETS, VALVE COVER, FLYWHEEL, OIL PUMP, WATER PUMP. IN THE TRANSMISSION: TRANSMISSION CASE AND ALL INTERNAL PARTS, TORQUE CONVERTER, DRIVE SHAFTS, UNIVERSAL JOINTS, FRONT HUBS, BEARINGS, SEALS AND GASKETS. IN THE AXLES: AXLE SHAFTS AND CONSTANT VELOCITY JOINTS, SEALS, HUB AND WHEEL BEARINGS. IN THE PROPELLER SHAFT: DRIVE SHAFTS, UNIVERSAL JOINTS. ADDITIONAL EXCLUSIONS: AUDIO SYSTEM WIRING AND SPEAKERS; INTELLIGENT AND LASER CRUISE CONTROL COMPONENTS; NEAR OBJECT AVOIDANCE SYSTEMS; NAVIGATION SYSTEM COMPONENTS; HYBRID SYSTEM COMPONENTS; VIDEO SYSTEM COMPONENTS; TELEPHONES; AIRBAG AND SAFETY RESTRAINT SYSTEMS; ITENERIOR APPLIANCES; GLASS, MIRROR GLASS; PAINT; LENSES, SEALED BEAMS, AND LIGHT BULBS; TIRES; WHEELS; WEATHER STRIPS; CONVERTIBLE OR VINYL TOPS; CONVERTIBLE/SUNROOF FRAME AND ASSEMBLY; MOLDINGS, BRIGHT METAL, SHEET METAL, BODY PANELS, BODY PARTS, BUMPERS, CHASSIS FRAME, CROSS MEMBER, BODY RAILS, BODY HINGES; CARPET, UPHOLSTERY, HARD/SOFT TRIM AND CUPHOLDERS; ALL BELTS; ALL HOSES (EXCEPT FOR BRAKE HOSES); EXHAUST AND EMISSIONS SYSTEM, CATALYTIC CONVERTER; BRAKE ROTORS AND DRUMS; SHOCK ABSORBERS AND STRUTS (EXCEPT FOR ELECTRONIC AND VARIABLE STRUTS); FUZEBEAL AND CIRCUIT BREAKERS; SPARK/GLOW PLUG WIRES, BATTERIES, BATTERY CABLES; WINDSHIELD WIPER BLADES/INSERTS; NUTS, BOLTS, STUDS, CLAMPS, FASTENERS, RETAINERS; THROTTLE BODY ASSEMBLY (EXCEPT INJECTORS) AND CARBURETOR. IN ADDITION, CORRECTION OF AIR AND WATER LEAKS, WIND NOISE, SQUEAKS AND RATTLES, AND CONTAMINATED FUEL OR BRAKE SYSTEM COMPONENTS ARE NOT COVERED.

WE WILL NOT PAY ANYTHING UNDER THIS AGREEMENT:
- FOR A FAILURE CAUSED BY A CONDITION THAT EXISTED PRIOR TO PURCHASE OF THIS AGREEMENT;
FOR A FAILURE DUE TO MISUSE, CORROSION OR LACK OF PROPER MAINTENANCE AS PRESCRIBED BY THE MANUFACTURER WHILE OWNED BY YOU;

FOR A FAILURE CAUSED BY COLLISION, FIRE, THEFT, FREEZING, VANDALISM, RIOT OR EXPLOSION; FALLING MISSILES OR OBJECTS, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, WATER, FLOOD, ANIMALS/PESTS, ENGINE SLUDGE, NEGLIGENCE OR MALICIOUS MISCHIEF;

FOR COSTS COVERED UNDER ANY WARRANTY PERIOD OF THE MANUFACTURER (REGARDLESS OF WHETHER OR NOT THE WARRANTY WAS REVOKED FOR ANY REASON WHATSOEVER OR WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE), REPAIRER'S GUARANTEE, LIMITED WARRANTY, ROADSIDE ASSISTANCE PROGRAM OR INSURANCE POLICY;

IF THE ODOMETER HAS STOPPED OR BEEN CHANGED, ALTERED, OR DISCONNECTED;

FOR A FAILURE CAUSED BY RACING OR OTHER COMPETITION;

FOR A FAILURE CAUSED BY PULLING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;

IF YOUR VEHICLE IS USED COMMERCIAL;

IF YOUR VEHICLE IS ALTERED OR MODIFIED (EXCEPT FOR ALTERATIONS OR MODIFICATIONS RECOMMENDED BY THE MANUFACTURER);

FOR A FAILURE CAUSED BY A NON-COVERED PART AND ANY RESULTING CONSEQUENTIAL LOSS OR DAMAGE;

FOR A FAILURE CAUSED BY INSUFFICIENT COOLANT OR LUBRICANTS, BROKEN BELTS, BURST HOSES OR STUCK THERMOSTATS;

FOR A FAILURE DUE TO CONTAMINATED FUELS OR FLUIDS,

FOR A FAILURE OF OR RELATING TO ANY PART WHICH IS NOT ORIGINAL VEHICLE MANUFACTURER EQUIPMENT OR LIKE REPLACEMENT PART;

FOR A FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA AND CANADA;

FOR ECONOMIC LOSS, INCLUDING PROFIT OR INCOME, LOSS OF TIME, INCONVENIENCE, LODGING, FOOD, STORAGE CHARGES OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE THAT MAY RESULT FROM A FAILURE;

FOR A FAILURE RELATING TO ANY COMMUNICATION, NAVIGATIONAL, OR ENTERTAINMENT DEVICES THAT BECOME UNUSABLE OR UNABLE TO FUNCTION AS INTENDED DUE TO CHANGES IN CONTENT, TECHNOLOGY, OR WIRELESS SERVICE;

IF A MATERIAL MISREPRESENTATION WAS MADE ON THE VEHICLE SERVICE AGREEMENT APPLICATION OR IF YOU ARE NO LONGER UTILIZING YOUR VEHICLE IN ACCORDANCE WITH THE ELIGIBILITY REQUIREMENTS STATED ON THE VEHICLE SERVICE AGREEMENT APPLICATION.

YOUR RESPONSIBILITIES
YOU must properly maintain YOUR VEHICLE as recommended by the vehicle MANUFACTURER. YOU must keep receipts showing date, mileage and services performed and present them to the administrator or AUTHORIZED repair facility if you have a claim.

LIMITS OF LIABILITY
Costs of Repairs or Replacements for any one repair visit, less the Deductible, shall in no event exceed the actual cash value of the vehicle before FAILURE. The total of all benefits paid or payable under this Agreement shall not exceed the original vehicle purchase price.

CLAIM PROCEDURES
If YOU experience a FAILURE YOU must:

- Use all reasonable means to protect YOUR VEHICLE from additional damage;
- Return YOUR VEHICLE to the dealership from whom YOU purchased this agreement or notify the administrator as soon as possible and obtain approval for an AUTHORIZED repair facility. If the FAILURE occurs during the WARRANTY period, YOUR VEHICLE must be returned to a dealership that sells the same vehicle make;
- Furnish such information as may reasonably be required;
- Allow an examination of YOUR VEHICLE if asked to do so;
- Incur only those expenses which are authorized in advance.
- YOU must pay the Deductible (if any) for all covered repairs performed in a single repair visit; and
- YOU are responsible for authorizing and pay any teardown or diagnostic time needed to determine if YOUR vehicle has a Covered Failure. If WE determine that there is a Covered Failure, then WE will pay for the reasonable cost of the teardown and diagnostic time as part of the Covered Failure.

TRANSFER
First Retail Purchaser – If YOU sell YOUR vehicle to an individual (Second Purchaser), YOU may transfer the Plan coverage. To transfer Plan coverage, YOU must send to the administrator a completed transfer form (obtainable from the Dealer whom this Plan was purchased or directly from US), this Agreement and all invoices, bills and work orders to verify vehicle maintenance and verification of mileage. If vehicle mileage and maintenance records are complete, the administrator will transfer this Agreement to the Second Purchaser for a fee of $50. Transfer of the
Plan must be made within 30 days of transferring vehicle ownership. If the remaining Plan coverage is not properly and timely transferred, the Plan coverage will no longer be in force. Second Purchaser – A second purchaser may not transfer Plan coverage to a subsequent purchaser. Upon sale of the vehicle by the second purchaser, Plan coverage will no longer be in force and the Plan Agreement should be cancelled as explained in Cancellation and Refund.

This Agreement is not transferable or assignable if traded or sold to a dealer and should be cancelled by the Agreement Holder as explained in Cancellation and Refund.

**CANCELLATION AND REFUND**

Provided there are no claims made under this Agreement, **YOU** may cancel this Agreement within thirty (30) days of purchase for a full refund of the purchase price paid. After thirty (30) days or if there are claims made, **YOU** will receive a prorated refund of the purchase price paid, less a $50 service charge. Written notice must be mailed to the administrator stating the effective date of cancellation, mileage and Agreement number. The refund will be based on the lesser of time or miles of coverage remaining. **WE** may cancel this Agreement in the event the charge for **YOUR** Agreement has not been paid, if the odometer has been disconnected or altered, the New Vehicle **MANUFACTURER’S WARRANTY** has been canceled or voided, or if there is a material misrepresentation on the Vehicle Service Agreement Application. If **WE** cancel, **YOU** will not be charged a $50 service charge. If the administrator has notice of a lienholder/lessor and a Discharge of Lien is not provided, any refund will be issued to the lienholder/lessor. If cancelled, the Agreement may not be repurchased or Plan coverage reinstated on **YOUR VEHICLE.**

**LIMITED RIGHTS OF THE LIENHOLDER/LESSOR**

A lienholder/lessor shall have no rights under **YOUR** Agreement except that a lienholder/lessor may cancel **YOUR** Agreement and receive a prorated refund, provided the lienholder/lessors’s contract includes the purchase price for **YOUR** Agreement, the request is made in writing, and the lienholder/lessor has succeeded to **YOUR** interests by reason of repossession or a total loss occurs.

The coverage provided in this Agreement is insured under a Reimbursement Insurance Policy written by Old United Casualty Company (dba Vantage Casualty Company in California), P.O. Box 795, Shawnee Mission, Kansas 66201. If the Administrator fails to pay any valid claim in accordance with the Terms and Conditions of this Agreement within sixty (60) days after proof of loss has been filed, direct claim can be made against the Insurer.