

Terms and Conditions

DEFINITIONS

Approved Repair Facility: The **Seller** or a licensed repair facility that has a Taxpayer Identification Number ("TIN"), provides a minimum of a twelve (12) month or twelve thousand (12,000) mile warranty on parts and labor from the date of service on all repairs completed, and is approved by **Us**.

Authorized Amount: The total amount of a **Claim** authorized by **Us**, including all covered charges minus the **Deductible**. Any charges that exceed the **Authorized Amount** are **Your** responsibility. Labor cost is the **Approved Repair Facility's** approved labor rate multiplied by the labor time as specified in Motors, All Data or Mitchell on Demand online labor guides. The manufacturer's suggested retail pricing ("MSRP") will be the maximum part cost paid under this **Contract**.

Breakdown: The inability of a **Covered Part** to perform the function for which it was designed due to a material defect that is not related to the action or inaction of any non-covered part or outside influence. A gradual reduction in performance commonly referred to as "wear and tear," will be considered a **Breakdown** when the wear has exceeded the manufacturer's published tolerances. Please refer to the WHAT IS NOT COVERED section for a listing of conditions under which the failure of a **Covered Part** is not considered a **Breakdown**.

Canadian Vehicle: A **Vehicle** that was manufactured for distribution and use in Canada and legally brought into the United States. **Canadian Vehicles** are only eligible for the Pre-Owned program only.

Claim: A request by **You** for benefits under this **Contract**.

Covered Part: Parts listed under the SCHEDULE OF COVERAGE section corresponding to the coverage option **You** selected on the first page of this **Contract**.

Deductible: The portion of the authorized repairs **You** must pay for each repair visit. Should a **Breakdown** require more than one repair visit, only one **Deductible** will be charged for that **Breakdown**. If **You** selected the Disappearing (DIS) **Deductible** option and return to the **Seller** for repairs, **Your Deductible** will be zero dollars (\$0); otherwise, **Your Deductible** amount will be the higher amount. If **You** selected the Reducing (RDC) **Deductible** option and return to the **Seller** for repairs, **Your Deductible** will be the lower amount; otherwise, **Your Deductible** amount will be the higher amount.

Expiration Date: The **Expiration Date** for New (except Premier Care Wrap) and Pre-Owned Program terms is the Contract Sale Date plus the number of Term Months stated under Contract Term on the first page of this **Contract**. For Premier Care Wrap coverage, the **Expiration Date** is **Manufacturer's Original In-Service Date** plus the number of Term Months stated under Contract Term on the first page of this **Contract**.

Expiration Mileage: The **Expiration Mileage** is the Term Mileage stated under WHEN THE VEHICLE'S ODOMETER READS on the first page of this **Contract**.

Manufacturer's Original In-Service Date: The date the **Vehicle** was marked "sold" by a dealership or taken out of inventory and placed into service as a "demo" by a dealership, regardless of the Contract Sale Date.

Vehicle: The vehicle identified in the Vehicle and Sale Information fields on the first page of this **Contract**, which meets **Our** underwriting guidelines for mileage, condition, vehicle type and use.

CONTRACT TERM

If **You** selected Basic, Preferred or Premier Care "New" on the first page of this **Contract**, **Your** term begins on the Contract Sale Date and at zero (0) miles, and ends when the **Expiration Date** or **Expiration Mileage** is reached, whichever occurs first.

If **You** selected Basic, Preferred or Premier Care "Pre-Owned" on the first page of this **Contract**, **Your** term begins on the Contract Sale Date and at the Sale Odometer Reading, and ends when the **Expiration Date** or **Expiration Mileage** is reached, whichever occurs first.

If **You** selected Premier Care Wrap "New" on the first page of this **Contract**, **Your** term begins on the **Manufacturer's Original In-Service Date** and at zero (0) miles, and ends when the **Expiration Date** or **Expiration Mileage** is reached, whichever occurs first.

YOUR RESPONSIBILITIES FOR SERVICE AND MAINTENANCE

You must maintain the **Vehicle** in accordance with the manufacturer's published maintenance requirements and maintain proper fluid levels.

Before any repair is authorized, **We** may require **You** to provide records showing that **You** have properly maintained the **Vehicle**. **You** must retain all receipts as proof of maintenance. Acceptable receipts will include **Your** name and signature, date, mileage, services performed, year, make, model, of the **Vehicle** and VIN. Reimbursement of maintenance services is not covered under this **Contract**.

If **You** perform the required maintenance on the **Vehicle** yourself, **You** must maintain a log noting the date, mileage and type of maintenance service performed. Each log entry must have a corresponding receipt, dated within the two (2) weeks prior to the date on the log, for the materials needed for the service performed (e.g., spark plugs, filters, oils, and lubricants). Receipts that do not reflect a date within two (2) weeks of the service date are not acceptable.

SCHEDULE OF COVERAGE

If **You** experience a **Breakdown**, please refer to the HOW TO FILE A CLAIM section. Parts used to repair the **Vehicle** may be new parts, remanufactured parts, or parts of like kind and quality, as **We** deem appropriate. All parts of like kind and quality purchased and provided by **Us** are guaranteed by **Our** supplier for a period of twelve (12) months or twelve thousand (12,000) miles regardless of **Expiration Date** and **Expiration Mileage** of this **Contract**. This **Contract** covers **Breakdowns** that occur or are repaired within the fifty (50) United States, the District of Columbia, and Canada.

All Claims must be authorized by Us prior to repairs being started.

BASIC CARE

If **You** selected Basic Care, components listed in 1 through 3 below are covered.

1. **Engine:** All internal parts that require lubrication to function, cylinder block, cylinder heads, intake manifolds, exhaust manifolds without internal catalytic converter, water pump, harmonic balancer and its bolt and pulley, valve covers and timing cover, timing belt and tensioner, timing chain and gears, oil pump cover, gears, pressure relief valve, pickup and screen; oil pan, internal fasteners, engine mounts, flywheel, turbo/supercharger and waste gate, hybrid or electric drive motors/generator/regeneration motors, fuel cell/stack, seals and gaskets for listed parts.
2. **Transmission/Transfer Case:** All internal parts that require lubrication, transmission/transaxle case, extension housing, transfer case body, torque converter, valve body, transmission pan and bell housing, viscous coupler, shift linkage, electronic shift control unit and solenoids, flex plate, ring gear, transmission mounts, reduction/reducer gear box, seals and gaskets for listed parts.
3. **Drive Axle:** All internal parts that require lubrication to function, front and rear wheel drive axle shafts, constant velocity joints and boots, universal joints, four-wheel drive engagement actuator, four-wheel drive locking hubs, drive shafts and yokes, center support and bearings, electric vehicle power regeneration unit, differential cover, differential housing, seals and gaskets for listed parts.

PREFERRED CARE

If **You** selected Preferred Care, **You** receive coverage for Basic Care, plus 4 through 11 below.

4. **Brakes (ABS and Non-ABS):** Master cylinder, wheel cylinders, vacuum and hydraulic brake boosters, metal hydraulic lines and fittings, calipers, backing plates and hardware, proportioning and combination valves, brake pedal assembly, electronic brake control unit, wheel speed sensors, pressure modulator control/isolation dump valves, high pressure hydraulic pump, solenoids, accumulator, seals and gaskets for listed parts.
5. **Air Conditioning:** Condenser, compressor, evaporator, expansion valve, orifice tube, clutch, coil and pulley, idler pulley and bearing, receiver dryer, O-rings, oil and refrigerant (when required with a covered repair due to leaks), manual climate control head, hi-low pressure cut off/cycling switch, A/C lines, blower motor and fan, HVAC control cables, A/C serpentine belt tensioner, bearing and pulley, air ducts and outlets, heater core, heater control valve, electronic temperature control head and programmer, seals and gaskets for listed parts.
6. **Steering:** Steering gear, power steering pump and reservoir, power steering lines, steering column shaft, couplings and bearings, pitman arm, idler arm, tie rod ends, center link, seals and gaskets for listed parts.

7. **Suspension:** Upper and lower control arms, shafts and bushings; ball joints; stabilizer bars, bushings and links; torsion bars, mounts and bushings; radius arms; strut bars, links and bushings; spindle, spindle support and steering knuckle; coil springs, seats and bushings; leaf springs, shackles and bushings; wheel bearings, hub bearings, struts, seals and gaskets for listed parts.
8. **Fuel (gas or diesel):** Fuel pumps and relay, fuel distribution rails, fuel level sending unit, fuel injectors, fuel distributor, fuel pressure regulator, fuel tank, filler neck and O-rings, throttle body and cable, throttle position sensor and linkage, accelerator pedal, fuel injection mixture control processor/module, mixture control sensors, mass air flow sensor, oxygen sensor, Idle Air Control motor, seals and gaskets for listed parts.
9. **Electrical:** Alternator and voltage regulator; starter motor/power split device and solenoids; electric vehicle inverter/converter, controllers, sensors, and high voltage cables; front and rear wiper motors, relays and delay switch/module; washer pumps, back up light switch, stop lamp switch, neutral safety switch, glove box light switch, courtesy light and door jamb switches, ignition switch, ignition lock cylinder, any electrical switch that is physically touched by a vehicle occupant to activate an accessory, wiring harnesses, electronic instrument cluster, power antenna motor and mast assembly, map/courtesy light, horn and relay, electronic ignition module/igniter/coils, engine control module, powertrain control module, body control module, electronic throttle control module, manifold absolute pressure sensor, manifold differential pressure sensor, anti-detonation/knock sensor, vehicle speed sensor, crank and camshaft position sensors, barometric pressure sensor, transmission control module and sensors, hybrid power distribution control unit and power converter, electric vehicle battery chargers and controllers/cables.
10. **Cooling:** Radiator and coolant recovery tank; cooling fan relays, sensors, and motors; electric vehicle cooling pump, modules and sensors; fan blades, shroud and clutch, thermostat and housing, coolant temperature sensor, OEM engine block heater, seals and gaskets for listed parts.
11. **Convenience Accessories:** Power window motor regulator, power door lock actuators and relays, power trunk/taillgate motor and lock actuator, power seat motor and relays, power mirror motors, power headlamp motors, convertible top/retractable roof motor, sunroof motor, rear window defogger, radio/CD player, keyless entry systems, cruise control module/servo/transducer/amplifier, computer dash module/driver information center.

PREMIER CARE/PREMIER CARE WRAP

If **You** selected Premier Care or Premier Care Wrap, all parts on the **Vehicle** are covered subject to the WHAT IS NOT COVERED section of this **Contract**.

ADDITIONAL BENEFITS

Please contact **Us** at (877) 204-2242 to have services dispatched for Towing or Emergency Road Services, and/or to receive instructions on filing a **Claim** for reimbursement. Towing and Emergency Road Services are provided through Allstate Motor Club, Inc. Please retain all receipts and documentation related to any services received. **You** are not required to pay a **Deductible** for any of the following Additional Benefits:

Towing: If the **Vehicle** requires towing in the event of a mechanical **Breakdown** (covered under this **Contract** or not), **You** may have the **Vehicle** towed to the **Seller** or an **Approved Repair Facility** of **Your** choice. **Your** benefit limit is one hundred seventy-five dollars (\$175) per **Breakdown**.

Emergency Road Services: If the **Vehicle** requires on-site emergency road services for jump starts, fuel delivery, lockout assistance, and installation of **Your** spare tire, **We** will pay up to one hundred seventy-five dollars (\$175) per occurrence.

Rental Vehicle/Alternate Transportation Reimbursement: If a covered **Breakdown** requires the **Vehicle** to be left at an **Approved Repair Facility**, **You** may be eligible for reimbursement for **Your** expenses incurred from an automobile rental, licensed taxi, on-demand ridesharing, or public transportation company. **We** will pay or reimburse up to a maximum of sixty-five dollars (\$65) per day until repairs are completed, not to exceed seven (7) consecutive days. Rental vehicles must be obtained from a licensed rental agency. **You** must be the primary signee or be listed as an additional driver on the rental agreement.

Trip Interruption Reimbursement: If a covered **Breakdown** occurs more than one hundred (100) miles from **Your** home and before **You** reach **Your** destination that requires the **Vehicle** to be left at an **Approved Repair Facility** overnight, **You** may be eligible for reimbursement of certain unplanned expenses. **We** will reimburse **You** for receipted lodging, meals, one-way airfare expenses, and boarding for **Your** pet(s). Benefits end on the date **You** return to **Your** home or the date the repairs are completed, whichever occurs first. This benefit is limited to a maximum of three (3) consecutive days from the date the repair order was written. Reimbursement is limited to up to five hundred dollars (\$500) per occurrence. **You** are responsible for any amounts exceeding the per occurrence limit.

Manufacturer's Deductible Reimbursement: If a part is replaced under the manufacturer's warranty and that same part is covered under this **Contract**, **We** will pay the deductible that the manufacturer charged up to one hundred dollars (\$100) per occurrence.

SURCHARGES

Snowplow: The Snowplow surcharge must be selected for the **Vehicle** to be covered if the **Vehicle** is equipped with a snowplow at the time of **Vehicle** purchase. The blade size must not exceed eight and one half (8.5) feet. The snowplow installed on the **Vehicle** must meet the **Vehicle** manufacturer's recommendations. The snowplow and its entire assembly are excluded from coverage. Installation of a snowplow that voids the **Vehicle's** original manufacturer warranty will also void the coverage provided under this **Contract**.

Suspension/Tire Modifications: The Suspension/Tire Modifications surcharge must be selected for the **Vehicle** to be covered if the **Vehicle** is equipped with tire/wheel size modifications or body modifications or lifted suspension modifications at the time of **Vehicle** purchase. Modifications completed after the **Vehicle** purchase are not eligible. The lifted suspension assemblies including all modified parts and components are excluded from coverage. The maximum increase for a body/suspension lift combined cannot exceed six (6) inches. The maximum tire height modification allowed is four (4) inches larger than the manufacturer specifications. For the **Vehicle** to be eligible for coverage, the odometer must be recalibrated to reflect the true mileage due to the modification, and the cost of such recalibration is excluded from coverage. Any modification that voids the **Vehicle's** original manufacturer warranty will also void the coverage provided under this **Contract**.

HOW TO FILE A CLAIM

ALL CLAIMS MUST BE AUTHORIZED BY US BEFORE STARTING REPAIRS, OR THEY MAY NOT BE COVERED FOR TOWING, EMERGENCY ROAD SERVICES, OR CLAIMS SERVICE CALL: (877) 204-2242

Towing and Emergency Road Services are provided through Allstate Motor Club, Inc.

You are responsible for all expenses and repair costs if the **Breakdown** is not covered under this **Contract**. If the **Vehicle** experiences a **Breakdown**, **You** are responsible to ensure that **You** and **Approved Repair Facility** follow the procedures listed below:

1. **Prevent Further Damage:** **You** must take all reasonable means to protect the **Vehicle** from further damage. If the **Vehicle** is disabled or if it is unsafe to drive, please call for towing assistance at the number above. This **Contract** will not cover additional damage caused by **Your** failure to prevent further damage.
2. **Return the Vehicle to the Seller:** If it is not possible to return the **Vehicle** to the **Seller**, contact **Us** for an **Approved Repair Facility**. Have the **Approved Repair Facility** contact **Us** prior to authorizing any diagnosis.
3. **Copy Contract:** Provide the **Approved Repair Facility** with a copy of the first page of this **Contract**.
4. **Authorize Diagnosis:** **You** must authorize the **Approved Repair Facility** to complete all work needed to accurately diagnose the cause of the **Vehicle's Breakdown** and provide **Us** with a complete estimate to include all part numbers and prices, labor involved, and any other charges required for the repairs. The **Vehicle** may require disassembly in order to diagnose the failure and complete the repair estimate. This **Contract** will cover reasonable diagnosis for covered repairs as provided by online labor time guides, Motors, All Data or Mitchell on Demand. The **Approved Repair Facility** must save all parts, fluids, and filters, and must not clean any parts without **Our** authorization. **You** will be responsible for all charges if the **Breakdown** is not covered under this **Contract**. **We** reserve the right to inspect the **Vehicle** prior to authorizing any repair.
5. **Obtain Payment Authorization:** It is **Your** responsibility to instruct the **Approved Repair Facility** to contact **Us** to obtain payment authorization before any repairs are started. The amount **We** authorize is the maximum amount that will be paid for repairs covered under this **Contract**. If additional repairs are required after authorization is given, the **Approved Repair Facility** must also receive payment authorization before starting.
6. **Authorize the Repair:** **We** will provide an authorization number and an **Authorized Amount** to the **Approved Repair Facility** upon approval. Any charges that exceed the initial **Authorized Amount** must receive additional approval from **Us** or **You** will be responsible for those charges. **We** authorize payment for the repair, **You** must authorize the repair to be completed. **You** must not authorize repairs until **We** have issued an authorization number to the **Approved Repair Facility**.
7. **Pay Applicable Deductible:** **We** will reimburse the **Approved Repair Facility** or **You** for the **Authorized Amount**. **You** must pay the **Approved Repair Facility Your Deductible** and any charges not included in the **Authorized Amount**.

8. **Request Reimbursement:** To obtain payment for a covered **Breakdown**, **You** or the **Approved Repair Facility** must submit a legible copy of the repair invoice to **Us**. Repair invoices must include the following: authorization number, **Authorized Amount**, **Your** name/address/phone number and signature, **Approved Repair Facility's** name/address and phone number, VIN, **Vehicle** mileage and repair date, **Your** description of the **Breakdown** and the repair facility's description of the diagnosis and repair, part numbers, part descriptions and prices, labor hours, labor descriptions, labor rate, and the total amount requested for payment. All documents pertaining to a **Claim** must be submitted to **Us** within ninety (90) days from the date repairs are completed. Failure to provide documents within this time period may result in the denial of reimbursement. When submitting **Your Claim** for payment, send only photocopies of **Your** documents. Keep the originals for **Your** records.
9. **Emergency Repairs:** A **Breakdown** which renders the **Vehicle** inoperable or unsafe to operate for transportation purposes may occur when **Our** offices are closed. **You** may, at **Your** discretion, authorize the necessary emergency repairs. If any portion of the repair carries over into **Our** normal business hours, **You** must have the repair facility stop working on the **Vehicle** and contact **Us** as soon as **We** are open for business. **You** are responsible for all expenses and repair costs if it is determined that the failure or the **Breakdown** does not qualify as an emergency repair as defined by this **Contract**.

LIMITS OF LIABILITY

The total of all benefits paid or payable under this **Contract** shall not exceed the price **You** paid for the **Vehicle**, excluding charges for tax, title, negative equity, license, and finance and insurance products. In no event will **Our** liability for an individual repair visit exceed the retail value of the **Vehicle** as stated in the current online National Automobile Dealers Association (N.A.D.A.) pricing guide immediately prior to the **Breakdown**, less any **Deductible**.

Our Right to Recover Payment: If **You** have a right to recover any funds that **We** have paid under this **Contract**, **You** hereby assign those rights to **Us**. **Your** rights become **Our** rights and **You** agree to assist **Us** in enforcing those rights. **We** shall be entitled to retain only funds that reimburse **Our** actual costs and only after **You** are fully compensated for **Your Claim**.

INELIGIBLE VEHICLES

The following vehicles are ineligible under this **Contract**:

- Any imported vehicle that does not meet U.S. federal motor vehicle standards.
- Any vehicle that has the following characteristics: dump bed, incomplete vehicles, or vehicles that have special bodies designed for commercial use.
- Any vehicle equipped with a snowplow or suspension/tire modification, unless the Snowplow, or Suspension/Tire Modification surcharge was selected and paid.
- Any vehicle that has powertrain modifications, or performance enhancing add-on parts.
- Any vehicle with a lowered suspension.
- Any vehicle that is or will be used/equipped or identified as: competitive driving or racing, vehicles used for municipal or professional emergency or police services, taxi, or vehicles used for hire to the public or to transport people for hire except for personal vehicles used by a single driver for on-demand ridesharing services (e.g., Uber, Lyft, etc.).
- Any vehicle that was reconstructed from salvage, declared a total loss, declared a lemon, or if the original manufacturer's warranty was voided for any reason (except for **Canadian Vehicles**).
- The following vehicles are ineligible under the New Program: **Canadian Vehicles**.

WHAT IS NOT COVERED

- This **Contract** excludes the following parts and services:
 - Any part not specifically listed under the **SCHEDULE OF COVERAGE** section for the Coverage Option **You** selected, unless **You** selected Premier Care or Premier Care Wrap for **Your** Coverage Option.
 - Accessory drive belts, hoses and clamps, spark plugs and wires, clogged fuel injectors where a mechanical/electrical failure has not occurred, tires, wheels and wheel covers, wiper blades, standard transmission clutch parts (including pressure plate, clutch disc, pilot bearing, throw-out bearing, clutch engagement arm and pivot), steering wheel (except for integral electrical failures), batteries (either stand alone or integral to a component), electric vehicle external charging stations, hybrid power packs, fuses, fusible links and circuit breakers, brake drums, rotors, pads and shoes, sub-frame, frame, frame bushings, retractable roof/convertible top, glass, lenses, light emitting assemblies (except for integral electrical failures), any individual light emitting device (i.e. bulbs of any type) that can be removed from an assembly, exhaust pipes, filters (except in conjunction with a covered repair), exhaust gas recirculation pipes/hoses and check valves, catalytic converter, conversion van appliances, door handles (except for integral electrical failures).
 - Loss of fuel, trim, upholstery, insulation, carpet and paint, air or water leaks or wind noise, squeaks and rattles, jack and tool kit, wheel lugs and lug nuts, shop supplies, environmental waste charges or disposal fees, lost or missing parts, electronic diagnostic equipment fees, freight, vehicle body parts including but not limited to: bumpers, body panels, fasteners and mounts, moldings and outside ornamentation, bright metal parts, door stops, hinges, and weather stripping.
 - Any non-manufacturer installed parts including but not limited to: turbochargers, superchargers, convertible tops, audio, navigation, and security systems.
 - Replacement of oil, lubricants, coolants, additives and/or other fluids, except in conjunction with the repair of a Covered Part. Replacement of A/C refrigerant and/or oil unless in conjunction with a leak resulting from the failure of a Covered Part.
 - The use of parts that improve the **Vehicle** beyond its condition immediately prior to the **Breakdown**.
 - Any service considered to be regular maintenance, or a service, labor, or adjustment operation completed to correct a complaint where a Covered Part has not failed.
 - Suspension alignment (unless required in conjunction with the repair of a **Breakdown**).
 - Any part or repair that an **Approved Repair Facility** or manufacturer recommends or requires to be repaired, replaced, adjusted, or updated (including updating software or programming) in conjunction with a covered repair when a **Breakdown** of that part has not occurred. This includes modifications, replacement or alteration of original systems necessitated by the replacement of an obsolete, superseded, redesigned, or unavailable part.
- This **Contract** excludes the following conditions:
 - Any **Breakdown** resulting from damage caused to a Covered Part by: impact or any other external force known or unknown, collision, bent or twisted parts, fire, terrorism, theft, vandalism, riot, explosion, restricted oil passages, rust or corrosion, salt, environmental damage, contamination, oxidation, carbon, sludge, varnish, damage caused when the engine exceeds the manufacturer's maximum recommended operating temperature (as indicated by gauges, warning lights or audible warning sounds, warped or melted parts), lack of proper quality or quantity of fluids or lubricants, acts of nature including but not limited to lightning, earthquake, flood (including water ingestion), windstorm, volcanic eruption, and freezing.
 - Any **Breakdown** that existed prior to the **Contract Sale Date** or reported after the expiration of this **Contract** or occurred following a change of **Vehicle** ownership where the **Contract** was not transferred in accordance with the **HOW TO TRANSFER THIS CONTRACT** section.
 - Any repair(s) started without receiving prior authorization from **Us**, except for emergency repairs. (Please refer to the **HOW TO FILE A CLAIM** section.)
 - Any **Breakdown** caused by **Your** failure to follow the instructions in the **YOUR RESPONSIBILITIES FOR SERVICE AND MAINTENANCE** section or any **Breakdown** where maintenance records pertaining to a **Breakdown** have been requested by **Us** but cannot be produced or verified.
 - Any **Breakdown** caused by non-manufacturer alterations made to the **Vehicle** before or after the **Contract Sale Date**. Alterations include but are not limited to: emissions equipment removal or modification, custom or add-on parts, trailer hitches, modification of powertrain components and/or their control systems, or offset rims.
 - Any loss if the odometer has failed, been broken, disconnected, or altered, or if for any reason the **Vehicle's** actual accumulated mileage cannot be determined.
 - Any charges or costs for inconvenience, loss of time, loss of income, commercial loss or any other consequential losses or expenses not specifically covered by this **Contract**.
 - Any liability for consequential or incidental damage to property or injury or death of any person.
 - Any loss caused by faulty or negligent auto repair work, improper servicing, or installation of defective parts.
 - Any **Breakdown** if a manufacturer has announced its responsibility through any means, including but not limited to public recalls and special policies.
 - Any **Breakdown** covered by any limited warranty, manufacturer's warranty, repairer's guarantee, road club, or any other guarantee, warranty, or insurance policy, whether collectible or not.

- l. **Any Breakdown when the Vehicle has been repossessed or declared a total loss.**
 - m. **Towing Benefit:** recovery for any reason other than a mechanical Breakdown, and any expenses that exceed Your benefit limit.
 - n. **Emergency Road Services:** the cost for fuel, labor to produce keys, replacement keys, and mechanical failure of locks or ignition system, any expenses not specifically mentioned as covered by this Contract, and any expenses that exceed Your benefit limit.
 - o. **Rental Vehicle/Alternate Transportation:** for expenses for fuel, insurance, tolls, GPS or similar equipment, or maintenance charges; for delays due to shop scheduling, and any expenses that exceed Your benefit limit.
 - p. **Any damage caused to a Covered Part by the failure, action, or inaction of any non-covered part.**
3. **This Contract excludes the following uses:**
- a. **Any Breakdown resulting from neglect, abuse or misuse of the Vehicle, or failure to protect the Vehicle from further damage when any Breakdown has occurred, or if You have used the Vehicle in any manner not recommended by the manufacturer.**
 - b. **Any Breakdown caused by loading the Vehicle in any way beyond the limitations established by the manufacturer.**
 - c. **Any Breakdown resulting when the Vehicle is or will be used/equipped or identified as: competitive driving or racing, taxi, or used for hire to the public or used to transport people for hire except for personal vehicles used by a single driver for on-demand ridesharing services (e.g. Uber, Lyft, etc.), vehicles used for municipal or professional emergency or police services.**

HOW TO CANCEL THIS CONTRACT

By You: You may cancel this Contract at any time by providing a cancellation request to Us or the Seller. To expedite Your cancellation, please contact the Seller. The Seller will assist You with Your cancellation request and verify the mileage of the Vehicle. If You have contacted the Seller and still require further assistance, You may submit Your cancellation request directly to Us in writing with the following information: 1) VIN, 2) Contract number, 3) current odometer reading, and 4) reason for cancellation. To ensure timely processing, please include copies of payoff letter and/or trade in documentation, if applicable.

By Us: We may cancel this Contract for material misrepresentation, fraud, non-payment of Contract Sale Price, or if We find the Vehicle to be ineligible for coverage under the INELIGIBLE VEHICLES section.

Refund Calculation: If You or the Lender/Lessor cancel this Contract within the first sixty (60) days from the Contract Sale Date and no Claim has been paid, You or the Lender/Lessor will be refunded one hundred percent (100%) of the Contract Sale Price. If You or the Lender/Lessor cancel this Contract and a Claim has been paid or if You or the Lender/Lessor cancel this Contract after the first sixty (60) days from the Contract Sale Date, You or the Lender/Lessor will be refunded a pro-rated amount of the Contract Sale Price, based on the lesser of the days or miles remaining, less a fifty-dollar (\$50) cancellation fee. If We cancel this Contract and no Claim has been paid, You or the Lender/Lessor will be refunded one hundred percent (100%) of the Contract Sale Price. If We cancel this Contract and a Claim has been paid, You or the Lender/Lessor will be refunded a pro-rated amount of the Contract Sale Price, based on the lesser of the days or miles remaining. All refunds will be paid to the Lender/Lessor, if any; otherwise, the refund will be paid to You. All refunds will be paid within thirty (30) days of the Seller or Us receiving notice of the cancellation request or, in the event of cancellation by Us, within thirty (30) days of the effective date of cancellation, or sooner if required by state law.

Limited Rights of Lender/Lessor: If this Contract is financed, the Lender/Lessor named on the first page of this Contract has the right to receive any portion of the cancellation refund amounts. The Lender/Lessor shall have no rights under this Contract, except to cancel this Contract in the event of total loss or repossession, provided the Contract Sale Price was financed. If the Vehicle is repossessed, stolen or declared a total loss, You authorize the Lender/Lessor to cancel this Contract.

HOW TO TRANSFER THIS CONTRACT

You may transfer this Contract to a private party, provided that:

1. This Contract has not been previously transferred;
2. The Vehicle has not been sold or traded to or through any automobile dealer, auto broker, auto auction or financial institution;
3. You provide the new owner all records confirming that maintenance has been completed pursuant to the Contract terms; and
4. You submit a completed transfer request form to Us within thirty (30) days of an ownership change. You must include:
 - a. An odometer statement for the Vehicle, and
 - b. A fifty-dollar (\$50) transfer fee.

To transfer this Contract please contact the Seller or Us to obtain the appropriate transfer request form.

INSURANCE STATEMENT

Our obligations under this Contract are insured by an insurance policy issued by First Colonial Insurance Company, a member of the Allstate family of companies. If a covered Claim, covered service, or refund is not provided within sixty (60) days after You have filed proof of loss with Us or requested cancellation, You may file a Claim directly with First Colonial Insurance Company at (800) 621-4871; 1776 American Heritage Life Drive, Jacksonville, FL 32224.

ARBITRATION

It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. All disputes between the parties are subject to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making or administration of this Contract, disputes regarding recovery of any Claim or refund under this Contract, and disputes arising out of or relating in any way to the sale or marketing of this Contract. In the first instance, the parties agree to attempt to resolve any dispute through informal negotiation. The parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator.

1. The arbitration shall take place in Your County of residence unless another location is mutually agreed upon by the parties. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.
2. The cost of the arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
3. It is understood and agreed that the arbitration shall be final and binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. **YOU UNDERSTAND THAT YOU ARE AGREEING THAT IF A DISPUTE ARISES BETWEEN YOU AND US, YOU WILL NOT SUE US IN COURT, YOU ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING IN RELATION TO THIS CONTRACT, AND THAT AN ARBITRATOR WILL RESOLVE ANY DIFFERENCES THAT MAY ARISE BETWEEN YOU AND US.** The arbitrator can award the same damages and relief as a court and may award equitable relief, including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. § 1, et seq. An award in arbitration shall be in writing and will be enforceable under the Federal Arbitration Act by any court having jurisdiction.
4. **CLASS ACTION WAIVER:** You agree not to participate as a representative or member of any class of claimants proceeding against Us in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action, or private attorney general action). The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class or representative proceeding or claims.
5. All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this provision is deemed invalid or unenforceable, the remaining portions of this provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this provision and other provisions of this Contract, this provision shall govern. This provision shall be governed by the Federal Arbitration Act.

Arbitration is not allowed in all states. Please refer to the SPECIAL STATE REQUIREMENTS AND DISCLOSURES section of this Contract.