

I. DEFINITIONS

You should be aware of these important terms (in alphabetical order) which appear in bold type throughout this **Contract**.

Actual Cash Value or **ACV**: Shall be the "average trade-in" value for the **Vehicle**, adjusted for mileage as shown in the then-current NADA Official Used Car Guide.

Administrator: refers to Dimension Service Corporation, 400 Metro Place North Suite 300 Dublin, Ohio 43017; (800) 457-7703.

Breakdown: means the inability or failure of a **Covered Part** to perform the function for which it was intended by the manufacturer, as a result of the normal use of **Your Vehicle**.

Contract: refers to this **Vehicle Service Contract**.

Covered Part(s): refers to all parts listed as covered under Section II, *SCHEDULE OF COVERAGES*.

Deductible: refers to the amount **You** must pay per repair visit in the event of a **Breakdown**. This **Contract** has a ONE HUNDRED DOLLAR (\$100) **Deductible** standard, or a FIFTY DOLLAR (\$50) **Deductible** option available for an additional surcharge (selection required upon **Contract** purchase and may not be changed later). If no selection is made, a ONE HUNDRED DOLLAR (\$100) **Deductible** applies.

Lienholder: refers to the financial institution that provided financing for the purchase of this **Contract**.

Light Commercial Use: refers to vehicles that are used for light delivery or pick up such as mail or other daily office errands, child or day care, light usage such as appraisals, inspections, or other "white collar" type use whether titled in the name of a company or individual. This does not include vehicles used as taxis, rental units, livery or shuttle units, daily delivery vehicles except as noted above. (Also, vehicles not driven by the same driver every day; or vehicles used for towing a trailer for business purposes, or used for landscaping or snow removal are not eligible for coverage.)

Named Component Coverage: refers to the coverage afforded by this **Contract**. Only the parts and/or components specifically listed under Section II, *SCHEDULE OF COVERAGES* are covered.

Repair Facility: refers to the **Repair Facility** that is, has or will be performing repairs to **Your Vehicle**. Such facility must be licensed and/or approved by the state to perform automotive repairs. Such facility must have a tax identification number where required and be capable of performing the needed repairs to **Your Vehicle**.

Seller: refers to the entity from whom you purchased this **Contract**.

Vehicle: refers to the **Vehicle** covered by this **Contract** as listed on the Declaration Page of this **Contract**.

We, Us, Our or **Obligor**: refers to the entity obligated to perform under this **Contract**. Autoguard Advantage Corporation, located at 400 Metro Place North Suite 300 Dublin, Ohio 43017; (866) 994-7063, is the **Obligor** of this **Contract**.

II. SCHEDULE OF COVERAGES

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.
CLAIMS: (800) 457-7703

CAR GUARD SELECT ELITE COVERAGE

WHAT IS COVERED

Coverage is limited to the parts listed below. See *ADDITIONAL BENEFITS* to insure maximum coverage available to **You**.

1. **Engine:** engine block and cylinder heads (only if damaged by the failure of a part covered under this **Named Component Coverage**), and all internally lubricated parts harmonic balancer; timing gears; timing chain and belt; turbocharger or supercharger (only original OEM equipment qualifies for coverage). **Note:** Seals and gaskets are covered in conjunction with the repair of parts or components covered under the terms of this **Named Component Coverage** only. If a **Breakdown** results from a seal or gasket, no coverage is afforded.
2. **Cooling System:** water pump; cooling fan; cooling fan motor; cooling fan clutch.
3. **Transmission:** transmission case (only if damaged by the failure of a part covered under this **Named Component Coverage**), and all internally lubricated parts (automatic or standard); torque converter; vacuum modulator; flywheel/flex plate. **Note:** Seals and gaskets are covered in conjunction with the repair of parts or components covered under the terms of this **Named Component Coverage** only. If a **Breakdown** results from a seal or gasket, no coverage is afforded.
4. **Drive Axle(s):** drive axle housing (only if damaged by the failure of a part covered under this **Named Component Coverage**), and all internally lubricated parts; locking hubs; drive shafts; universal joints; constant velocity joints (except when damaged as a result of a neglected, loose, torn, cracked, perforated or missing CV boot). **Note:** Seals and gaskets are covered in conjunction with the repair of parts or components covered under the terms of this **Named Component Coverage** only. If a **Breakdown** results from a seal or gasket, no coverage is afforded.
5. **Transfer Case:** transfer case (only if damaged by the failure of a part covered under this **Named Component Coverage**), and all internally lubricated parts. **Note:** Seals and gaskets are covered in conjunction with the repair of parts or components covered under the terms of this **Named Component Coverage** only. If a **Breakdown** results from a seal or gasket, no coverage is afforded.
6. **Air Conditioning & Heating:** AC compressor, compressor clutch; condenser; evaporator; blower motor; accumulator; expansion valve; dryer; condenser fan; condenser fan motor. **Note:** If covered costs to repair an R-12 system exceed the cost to convert to an R-134a system, the system will be converted to use R-134a refrigerant.
7. **Electrical:** alternator or generator (as equipped); starter solenoid; starter motor; starter drive; horn; windshield wiper motors; windshield washer pump; power antenna motor; power window motors; power door lock actuators; power trunk release; all manually operated switches.
8. **Fuel System:** fuel delivery pump; fuel injection pump; metal fuel lines; fuel pressure regulator; fuel sending unit; fuel gauge.

ADDITIONAL BENEFITS

No Deductible applies to Additional Benefits.

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CLAIMS: (800) 457-7703**

Rental Reimbursement: If **Your Vehicle** experiences a **Breakdown**, **You** may qualify for rental car reimbursement. If **You** qualify, **We** will pay up to FORTY DOLLARS (\$40) per day for every EIGHT (8) hours or portion thereof of approved labor time to complete the covered repair with a FIVE (5) day maximum, not to exceed TWO HUNDRED DOLLARS (\$200) per occurrence. The first EIGHT (8) hours of labor time for any covered repair does not qualify for reimbursement. The rental vehicle must be rented from a licensed auto rental agency. Rental car reimbursement will not continue beyond the day that repairs are completed. This coverage does not apply to service or parts delays or other time delays beyond **Our** control or that of the **Repair Facility**.

24 Hour Emergency Roadside Assistance: This **Contract** includes a 24-hour emergency roadside assistance program Administered by Nation Safe Drivers and is available by calling (866) 994-4667. Please refer to **ROADSIDE ASSISTANCE** (Section VIII. of this **Contract**) for further details.

Trip Interruption: (available only where allowed by law): If **You** experience a **Breakdown** which occurs more than ONE HUNDRED (100) miles from **Your** home and results in a **Repair Facility** keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted motel and meal expenses not to exceed SEVENTY FIVE (\$75) per day for up to FIVE (5) days.

OPTIONAL COVERAGES

There are no optional coverages available under the *Gold* level of coverage. All coverages herein listed are standard on this **Contract**.

MANDATORY SURCHARGES

Light Commercial Use: If **Your Vehicle** is defined as a *Light Commercial Vehicle*, a surcharge applies. See Section I. *DEFINITIONS* for an explanation of eligible vehicles. **Vehicles** used for heavy commercial use (See Section IV., Paragraph *M* for details) are ineligible for coverage.

III. GENERAL PROVISIONS

A. CONTRACT TERM

This **Contract** shall be in effect as of the date the **Contract** is purchased from the **Seller** provided this **Contract** is accepted by **Us**, and shall continue in effect until terminated, cancelled, voided (except in Arizona), or until expiration of the time and mileage limitations identified on the Declaration Page of this **Contract**. All plans require a waiting period before coverage begins. The waiting period is THIRTY (30) Days AND ONE THOUSAND (1,000) Miles, OR SIXTY (60) Days AND FIVE HUNDRED (500) Miles, whichever occurs first. Any **Breakdown** which occurs during the waiting period will not be covered.

The **Contract** term in months begins on the date of **Contract** sale and mileage is measured from the **Vehicle's** odometer reading at the date of **Vehicle** purchase.

We reserve the right to refuse, cancel, terminate or void any **Contract** which does not meet **Our** underwriting guidelines (except in Arizona), is submitted with insufficient payment, or if **You** make a material misrepresentation in obtaining this **Contract** or in the submission of a claim.

B. LIMITS OF LIABILITY

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.
CLAIMS: (800) 457-7703**

For the level, the total dollar value of all benefits paid or payable under this **Contract** shall not exceed the lesser of **Actual Cash Value** of the **Vehicle** at the time of a **Breakdown** or TEN THOUSAND DOLLARS (\$10,000).

Once the limits of liability have been reached, this **Contract**, its transfer and cancellation rights terminate and no further claims can be made against **Us**. **We** shall not be responsible for lost time, wages, lost use or any other consequential or incidental damages. These limitations and exclusions of liability apply only to the extent allowed by law.

C. OTHER SERVICE CONTRACTS, WARRANTIES, OR INSURANCE POLICIES

The term of this **Contract** may include all or a portion of the term of the manufacturer's warranty issued to the original purchaser of the **Vehicle**. Coverage under this **Contract** is secondary to, and does not replace, the manufacturer's warranty, but may provide certain additional benefits during the term of the manufacturer's warranty. If more than one service contract, warranty or insurance policy can be applied to a **Breakdown**, coverage under this **Contract** shall be excess over all other coverage, whether valid or collectible, except for benefits that may be applicable under Section II. **ADDITIONAL BENEFITS** of this **Contract**.

D. OUR OBLIGATIONS

If **You** experience a **Breakdown** during the term of this **Contract** within the United States or Canada, the **Administrator** will pay **You** or the **Repair Facility** for the repair or replacement of the **Covered Part(s)** as described in this **Contract**, provided **You** have met **Your** obligations as stated in this **Contract** (see Section VI. B. **WHAT TO DO IN THE EVENT OF A BREAKDOWN** and Section VI. A. **CONTRACT HOLDERS OBLIGATIONS**) and if the repair is not excluded under **WHAT IS NOT COVERED** (Section IV. of this **Contract**). Replacement parts will be of like kind and quality and may include the use of new, remanufactured, rebuilt or serviceable used parts at the sole discretion of the **Administrator**. Labor time for any repair shall be based on the then-current *All-Data* labor guide and labor rates shall be within accepted industry standards at the sole discretion of the **Administrator**.

Our obligations under this **Contract** are insured by a Contractual Liability Insurance Policy issued by Lloyds of London, 1 Lime St London EC3M 7HA, United Kingdom. If any valid claim is not paid within SIXTY (60) days after proof of loss has been led with **Us**, **You** may make a direct claim against the Insurer.

IV. WHAT IS NOT COVERED

THE FOLLOWING IS A LIST OF ITEMS NOT COVERED UNDER THIS CONTRACT:

- A. ANY FAILURE OF A PART OR COMPONENT OF YOUR VEHICLE PROVEN TO BE CAUSED BY A CONDITION THAT EXISTED AT OR IMMEDIATELY PRIOR TO THE PURCHASE DATE OF THIS CONTRACT (PRE-EXISTING CONDITION) (EXCEPT IN ARIZONA), OR DURING ANY WAITING PERIOD AS STATED IN CONTRACT TERM (SECTION III. GENERAL PROVISIONS OF THIS CONTRACT), IF APPLICABLE.**
- B. NORMAL MAINTENANCE PARTS AND SERVICE RECOMMENDED OR REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.**

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- C. OTHER PARTS AND SERVICES WHICH MAY BE NECESSARY FOR PROPER MAINTENANCE OF YOUR VEHICLE, INCLUDING BUT NOT LIMITED TO: ENGINE TUNE UPS; SUSPENSION ALIGNMENT; WHEEL/TIRE BALANCING; WHEEL/TIRE ALIGNMENT; DRIVE BELTS; VACUUM, HEATER AND RADIATOR HOSES; SPARK/GLOW PLUGS; MANUAL CLUTCH DISC; PRESSURE PLATE; THROWOUT BEARING; BRAKE PADS; LINING & SHOES; FILTERS; WIPER ARMS; WIPER BLADES.
- D. AIR BAGS; AIR LEAKS; ANTI-THEFT SYSTEMS; BACK-UP CAMERA & MONITOR; BATTERY CABLES; BRAKE DRUMS; BRAKE ROTORS; BRIGHT METAL; BODY PANELS; BUMPERS; CARBURETORS; CARPET; CD/CASSETTE PLAYERS AND SPEAKERS (OTHER THAN OEM FACTORY-INSTALLED SYSTEMS); CATALYTIC CONVERTER; CELLULAR PHONES; CIRCUIT BREAKERS; CONVERTIBLE TOP; CORROSION; DOOR KEY; ELECTRONIC TRANSMITTING/RECEIVING DEVICES & SYSTEMS; EXHAUST SYSTEM; FUEL TANK CAP; FUSES; GLASS; GPS/NAVIGATION SYSTEMS; HUD SYSTEMS; HYBRID BATTERY PACKS; IGNITION KEY; IGNITION WIRES; INFRARED/NIGHT VISION SYSTEMS; LEDS; LENSES; LIGHT BULBS; MOLDING; PAINT; PASSIVE RESTRAINT SYSTEM; PERIMETER WARNING SYSTEMS; PHYSICAL DAMAGE; PROJECTION SYSTEMS; RUST DAMAGE OR FAILURES CAUSED BY RUST; SEALED BEAMS; SEATBELT SYSTEMS; SHEET METAL; SHOCK ABSORBERS; SQUEAKS/RATTLES; SUPPLEMENTAL RESTRAINT SYSTEM; TIRES; TRIM; UPHOLSTERY; VACUUM LINES & HOSES; VIDEO SYSTEMS; VINYL TOP; WATER LEAKS; WEATHER STRIPPING; WHEELS; RIMS; WHEEL COVERS.
- E. VEHICLES FOR WHICH THE MANUFACTURER HAS "BRANDED" THE TITLE (CANCELED THE FACTORY WARRANTY). ANY VEHICLE FOR WHICH THE STATE OR OTHER CONTROLLING GOVERNMENT BODY HAS "BRANDED" THE TITLE DUE TO COLLISION, VANDALISM, FLOOD DAMAGE, INSURANCE CLAIM, ETC. (EXCEPT IN ARIZONA).
- F. VEHICLES DESIGNATED FOR LIGHT COMMERCIAL USE (UNLESS THOSE ITEMS ARE PAID FOR AND NOTED ON THE DECLARATION PAGE OF THIS CONTRACT AT THE TIME OF CONTRACT PURCHASE OR ARE INCLUDED IN SPECIFIC COVERAGE LEVELS).
- G. ANY FAILURE WHICH OCCURS AS A RESULT OF NON-STANDARD OR HIGH-PERFORMANCE PARTS OR EQUIPMENT OR IF ALTERATIONS NOT MEETING MANUFACTURER'S SPECIFICATIONS HAVE BEEN MADE TO THE VEHICLE. ANY FAILURE RESULTING FROM THE USE OF ATTACHMENTS OR EQUIPMENT (INCLUDING LIFT KITS); OVERSIZED OR UNDERSIZED TIRES OR WHEELS MORE THAN 9% DEVIATION FROM MANUFACTURER'S STANDARD; INSTALLED AFTER THE EFFECTIVE DATE OF THIS CONTRACT OR IF THE VEHICLE IS FITTED WITH SNOWPLOW EQUIPMENT OR USED FOR PLOWING SNOW.
- H. ANY PART OR REPAIR WHICH IS COVERED BY INSURANCE, A REPAIRER'S GUARANTEE/WARRANTY, OR FOR WHICH A MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS WHETHER OR NOT THE MANUFACTURER WILL PAY FOR THE REPAIR.
- I. COVERED PARTS WHICH THE REPAIR FACILITY MAY RECOMMEND REPLACING BUT WHICH HAVE NOT EXPERIENCED A BREAKDOWN AS DEFINED IN THE

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DEFINITIONS (SECTION 1 OF THIS CONTRACT). ALSO, UPDATED OR IMPROVED PARTS WHERE A BREAKDOWN HAS NOT OCCURRED.

- J. ANY VEHICLE IN WHICH THE ODOMETER HAS BEEN TAMPERED WITH, ALTERED, DISCONNECTED, OR NOT MAINTAINED IN WORKING ORDER. YOU MAY BE REQUIRED TO PROVIDE PROOF OF ODOMETER READING OR OTHER DOCUMENTATION TO RESTORE COVERAGE IN THE EVENT OF ODOMETER FAILURE.**
- K. A GRADUAL REDUCTION IN OPERATING PERFORMANCE WHERE A BREAKDOWN HAS NOT OCCURRED INCLUDING, BUT NOT LIMITED TO, VALVE AND RING REPAIRS DESIGNED TO IMPROVE ENGINE COMPRESSION OR REDUCE OIL CONSUMPTION (WEAR AND TEAR). THIS CONTRACT DOES NOT UNDER ANY CIRCUMSTANCES COVER STUCK, CARBONED OR BURNED VALVES OR RINGS, OR DAMAGE TO ANY PART OR COMPONENT OF YOUR VEHICLE FROM DETONATION, LEAN BURN, PRE-IGNITION, FLUID CONTAMINATION, WATER INTRUSION, ELECTROLYSIS, CORROSION, OVERHEATING, SLUDGE AND LACK OF OR IMPROPER FLUIDS, LUBRICANTS OR COOLANTS.**
- L. A FAILURE OR DAMAGE CAUSED BY THE CONTRACT HOLDER'S NEGLIGENCE, MISUSE, IMPROPER SERVICING, OR FAILURE TO HAVE THE VEHICLE MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR THE VEHICLE. DAMAGE CAUSED BY THE CONTRACT HOLDER'S CONTINUED OPERATION OF THE VEHICLE AFTER A FAILURE OCCURS.**
- M. VEHICLES USED IN COMPETITIVE RACING OR DRIVING OR USED FOR TAXI SERVICE, LIVERY, SHUTTLE, EMERGENCY, COMMERCIAL (OTHER THAN LIGHT COMMERCIAL USE), TOWING, RENTAL, OR A VEHICLE THAT USES ALTERNATIVE FUELS SUCH AS ELECTRICITY (UNLESS A HYBRID VEHICLE), LIQUID PROPANE GAS, COMPRESSED NATURAL GAS AND METHANOL.**
- N. DAMAGE TO A COVERED PART CAUSED BY THE FAILURE OF A NON-COVERED PART OR COMPONENT. DAMAGE TO A NON-COVERED PART CAUSED BY THE FAILURE OF A COVERED PART.**
- O. ACCIDENTAL LOSS OR DAMAGE, COLLISION OR UPSET, VANDALISM, FALLING MISSILES OR OBJECTS, FIRE, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKE, WIND STORM, HAIL, WATER FLOOD, FREEZING, MALICIOUS MISCHIEF, RIOT OR CIVIL COMMOTION. LOSSES RESULTING FROM DELAYS OR FAILURES CAUSED BY ACTS OF GOD, LABOR STRIKES, CAUSES BEYOND THE CONTROL OF THE ADMINISTRATOR OR REPAIR FACILITY, LOSS OF TIME, INCONVENIENCE, LOSS OF THE USE OF THE VEHICLE, DIMINUTION IN VALUE RESULTING FROM THE FAILURE OF A COVERED OR NON-COVERED PART.**
- P. ANY VEHICLE USED TO PULL A TRAILER WITH A GROSS WEIGHT IN EXCESS OF 1,000 POUNDS UNLESS THE VEHICLE IS EQUIPPED WITH A FACTORY TOW PACKAGE. ANY VEHICLE EQUIPPED WITH A FACTORY TOW PACKAGE IN WHICH YOU EXCEED THE TOWING LIMITS SET BY THE MANUFACTURER.**
- Q. OIL & OIL FILTER, LUBRICANTS, FILTERS, REFRIGERANTS, COOLANTS, OR FASTENERS UNLESS REQUIRED IN CONNECTION WITH REPAIR OR REPLACEMENT OF COVERED PARTS UNDER THE TERMS OF THIS CONTRACT.**

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CLAIMS: (800) 457-7703**

R. SHOP SUPPLIES, MATERIALS CHARGES, HAZARDOUS WASTE CHARGES, STORAGE CHARGES OR MISCELLANEOUS CHARGES.

V. GENERAL

A. CANCELLATION OF THIS CONTRACT

If the **Vehicle** has been repossessed, declared a total loss or **You** give notice of cancellation, this **Contract** will terminate. **You** may cancel this **Contract** at any time by notifying the **Administrator** in writing of **Your** intent to cancel. **You** must also send the **Administrator**, a) this **Contract**, b) a copy of the **Vehicle's** registration, and c) a notarized statement indicating the actual mileage (odometer reading) of the **Vehicle** at the date of the cancellation request.

If this **Contract** is canceled within the first THIRTY (30) days and no claims have been filed, **You** will receive a full refund. If this **Contract** is canceled after the first THIRTY (30) days or a claim has been filed, **Your** refund will be determined by prorating the **Contract** fee paid based on the greater of time or mileage used and deducting all incurred claims. If there is no **Lienholder**, the refund, less a cancellation fee, less paid claims, will be paid to **You**. If there is a **Lienholder**, the refund less a cancellation fee, less paid claims, will be paid to the **Lienholder** as their interest may appear. **Note:** In the event of cancellation where claims have been paid and **Your Contract** has been financed by a **Lienholder**, **You** may owe additional funds to the **Lienholder** after the **Administrator** has paid the **Lienholder** the appropriate refund due. It is **Your** responsibility to review **Your** finance agreement with the **Lienholder** and understand these terms and conditions. **Administrator** is not a party to any finance agreement between the **Contract Holder** and the **Lienholder**.

If the **Contract Holder** elects cancellation, the **Administrator** will retain a cancellation fee not to exceed the lesser of 10% of the **Contract** price or FIFTY DOLLARS (\$50). Transferred **Contracts** are not eligible for cancellation refunds. For state specific details, please refer to **SPECIAL STATE REQUIREMENTS & DISCLOSURES** (Section IX. of this **Contract**).

B. HOW THIS CONTRACT MAY BE TRANSFERRED

If **You** sell the **Vehicle** or there is any change in the ownership of the **Vehicle**, this **Contract** will terminate unless **You** apply for a transfer of the remaining term of this **Contract** to the new owner. **You** must notify the **Administrator** in writing of **Your** request to transfer this **Contract** within FIFTEEN (15) days of the date of **Vehicle** sale and include the required transfer fee of FIFTY DOLLARS (\$50), along with the name and address of the purchaser, a copy of the bill of sale or sales contract showing the date and mileage of the **Vehicle** at the time of sale, and proof that **You** transferred any remaining manufacturer's warranty to the purchaser of the **Vehicle**.

The **Administrator** has the sole discretion to approve or reject such application. Copies of all maintenance records showing actual oil changes and manufacturer's required maintenance must be given to the new owner and copies must be submitted to the **Administrator**. The new owner must retain these records and is subject to the maintenance requirements as specified in this **Contract**. Transfer fees are not permitted in New Hampshire.

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This **Contract** may not be transferred more than once, transferred to another vehicle, or be assigned to a new or used vehicle dealer or anyone other than an individual purchasing the **Vehicle** for personal use.

TRANSFER APPLICATION AND PROCEDURES

To transfer this **Contract**, obtain and complete a *Transfer Request Form* by contacting Dimension Service Corporation Customer Support by phone at (800) 457-7703 or by mail at Dimension Service Corporation 400 Metro Place North Suite 300 Dublin, Ohio 43017.

VI. CONTRACT HOLDER'S RESPONSIBILITIES

A. CONTRACT HOLDER'S OBLIGATIONS

To keep this **Contract** in force, **You** are required to follow the Manufacturer's Required Maintenance Schedule for **Your Vehicle**. For example, some manufacturers require that the timing belt be changed or an oil change be performed at specific time and/or mileage intervals. **You** must follow the manufacturer's maintenance guidelines (including types and quality of products used in maintenance) to avoid denial of a claim and/or cancellation of this **Contract**. **You** must also follow the procedures described within this **Contract** under Section B. *WHAT TO DO IN THE EVENT OF A BREAKDOWN*.

The **Contract Holder** hereby authorizes the **Lienholder** to: (a) be listed as joint payee and receive any refund (as their interest may appear) in the event this **Contract** is canceled, and (b) cancel this **Contract** if the **Contract Holder** defaults on his/her obligations to such **Lienholder**. The **Contract Holder** shall subrogate all rights of recovery against any person or entity to the **Administrator**, and shall do whatever is necessary to secure such rights. The **Contract Holder** shall do nothing to prejudice these rights.

B. WHAT TO DO IN THE EVENT OF A BREAKDOWN

In the event of a failure **You** must protect **Your Vehicle** from further damage. This may require **You** to stop the **Vehicle**, turn off the engine, and/or have the **Vehicle** towed. Damage resulting from continued operation of an impaired **Vehicle** will be considered negligence and will result in denial of claim coverage. This **Contract** includes an Emergency Roadside Assistance program administered by Nation Safe Drivers which includes a towing benefit available by calling (866) 994-4667. Please refer to Section VIII. *ROADSIDE ASSISTANCE* for details of the Roadside Assistance Program.

You may take the **Vehicle** to any licensed repair facility, however, the **Administrator** has the right to select a different **Repair Facility** and/or move the **Vehicle** in the event that the **Repair Facility** selected by **You** charges for parts and labor in excess of amounts shown by *All-Data* flat rate labor guide, or does not meet the level of service necessary to insure proper repair of **Your Vehicle**. (**You** may contact the **Administrator** for assistance in locating a **Repair Facility**).

You are required to authorize the **Repair Facility** to inspect and/or tear down **Your Vehicle** to determine the cause of the failure. **You** will be responsible for these charges if the failure is not covered under the terms of this **Contract**. If it is determined that the failure is covered, **We** will pay for the reasonable and customary cost of such teardown

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and/or diagnosis. **We** reserve the right to inspect **Your Vehicle** and service records prior to approving any repairs.

You must ensure the **Repair Facility** calls the **Administrator** at (800) 457-7703 prior to any work being performed on the **Vehicle**. The **Administrator** will ask the **Repair Facility** to supply the following information: a) **Contract Holder's** name, address and telephone number; b) Year, Make & Model of the **Vehicle**; c) **Vehicle Identification Number**, License plate number and current odometer mileage; d) Name, Address and Phone number of the **Repair Facility** and name of the Technician; e) A complete estimate of parts and labor time charges to repair the **Breakdown**. Authorization must be obtained from the **Administrator** prior to any repair.

If it is determined the failure is covered, the **Administrator** will confirm the cost of the repair and provide the **Repair Facility** with an authorization code. The repair cost that is approved by the **Administrator** is the maximum amount that will be paid for any **Covered Repairs** under the terms of this **Contract**. Any additional amount must receive prior approval from the **Administrator**. Payment will be made via direct billing, credit card, or reimbursement to **You**.

Once authorization is obtained and the repair has been completed, all repair orders and documentation must be signed by **You** and submitted to the **Administrator** within THIRTY (30) days from the date the repair to **Your Vehicle** was completed. All such documentation must show **Our** Claim Authorization Number and be submitted to: Dimension Service Corporation, 400 Metro Place North Suite 300 Dublin, Ohio 43017.

You are responsible for the payment of any applicable **Deductible** for each visit to the **Repair Facility**. If the **Breakdown** requires more than one visit to repair, only one **Deductible** applies to the original failure for which a claim was filed. Present a copy of this document to the **Repair Facility** prior to proceeding with repairs.

Any claims made after the expiration date or after the expiration mileage of this **Contract** will be denied without regard to the date of the failure.

VII. ARBITRATION

DISPUTE RESOLUTION

NOTICE: THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION

In the event of a disagreement between **You** and the **Administrator** concerning coverage under this **Agreement**, either party may make a written demand for arbitration. This must be done within SIXTY (60) days after the day **You** file **Your** claim. Each party will select an appraiser. The two parties will select an umpire. Each party will pay the expenses of the appraiser they select. The expenses of the umpire will be shared equally. Unless both parties agree otherwise, arbitration will take place in the county or state in which **You** live. Local rules apply. A majority decision will be binding.

VIII. ROADSIDE ASSISTANCE

This **Contract** includes membership in the Nation Motor Club 24-Hour Emergency Roadside Assistance program. Club products and services are provided by Nation Motor Club, Inc. d/b/a Nation Safe Drivers with corporate offices located at 800 Yamato Road Ste 100, Boca Raton FL 33431.

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ROADSIDE

24-Hour roadside assistance services are available all days of the year throughout the US/Canada and Puerto Rico.

TOWING/ROAD SERVICE/LOCKOUT

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. **You** will receive up to 25 miles of towing at no cost, any additional charges will be **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call **1-866-994-4667**. **You** will be required to give the representative assisting **You** the following information: **Your Service Contract** Number (located on the front right hand corner of the Declaration Page).

Coverage:

You are entitled to one (1) service per 72-hours. Services available to **You** are:

- Towing of up to 25 miles at no cost
- Battery jumpstart
- Flat tire change
- Fuel delivery (**You** are responsible for the actual cost of the delivered materials)
- Lockout assistance (passenger compartment only)

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. Nation Safe Drivers (NSD) will reimburse up to a maximum of fifty dollars (\$50) for towing. If **You** are seeking reimbursement for any other roadside service, including lockout services, NSD will reimburse up to a maximum of fifty dollars (\$50). Claim forms may be obtained online at www.nsdclaims.com or by calling toll-free 1-800-338-2680. **You** must send **Your** original receipted roadside bills along with a completed claim form to: Nation Safe Drivers, 800 Yamato Rd. Suite 100, Boca Raton, FL 33431; Attn: Claims Department.

Additional Disclosures:

YOUR ROADSIDE ASSISTANCE MEMBER ID NUMBER IS THE SAME AS YOUR CONTRACT NUMBER

- No Deductible applies to 24-Hour Emergency Road Service.
- 24-Hour Emergency Road Service is provided through Nation Motor Club, Inc., with administrative offices at 800 Yamato Road Ste 100, Boca Raton FL 33431.
- **For residents of Arizona, Arkansas, Hawaii, Louisiana, Massachusetts, Nevada, Tennessee, Texas and Washington:** Services are provided by Nation Motor Club, Inc. dba Nation Safe Drivers.
- **For residents of Alabama:** Services are provided by Nation Safe Drivers, LLC.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.
CLAIMS: (800) 457-7703**