

## I. DEFINITIONS

Throughout this VEHICLE SERVICE CONTRACT certain words and phrases are used that have special meanings. These terms appear in **boldface type**. Their meanings are listed below:

**Actual Cash Value** means the N.A.D.A. published average wholesale value of **Your Vehicle** immediately prior to **Breakdown** taking age, condition, and mileage into consideration.

**Administrator** means the company that provides administrative services for this **Vehicle Service Contract**.

**Application** means the information in the Declaration Section above. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

**Breakdown** means the complete and total failure of a covered mechanical part or component to perform the function for which it was designed due solely to defects in material or faulty workmanship and not because of any action or inaction of any non-**Covered Part(s)** or wear and tear.

**Contract** means this vehicle service **Contract** that **You** have purchased from **Us** to protect **Your Vehicle**.

**Contract Purchase Date** means the sale date of this **Contract** to **You**.

**Covered Part(s)** means the Mechanical components described under Section II. BREAKDOWN COVERAGES, as contained in this **Contract** that are original parts on **Your Vehicle** at the time of its purchase by **You** or like replacement parts meeting the manufacturer's specification.

**Deductible** means the amount **You** are required to pay, as shown in the Declaration Section, per repair for covered **Breakdowns**. Once a part is repaired or replaced under the terms of this **Contract**, there will be no **Deductible** for future repairs to that part.

**Waiting Period** means sixty (60) days and fifteen hundred (1500) miles from the **Contract** purchase date.

**Licensed Repair Facility** means a repair facility licensed and/or regulated by the state to perform repairs for profit. The **Licensed Repair Facility** must have a tax identification number.

**Odometer Reading At Purchase Date** means the original mileage on **Your Vehicle's** odometer on the **Contract Purchase Date**.

**Reasonable Cost** means the repair costs that are recognized locally and/or nationally for a similar repair. **We** may use published parts and labor guides to establish **Our** costs. The **Administrator** reserves the right to determine recognized labor manuals. The maximum hourly labor rate that **We** will pay shall not exceed what is usual and customary where your **Vehicle's Breakdown** occurred.

**Seller** means the marketer of this **Contract**.

**Breakdown Coverages** and **Additional Benefits** means the section of this **Contract** that lists the coverages provided to **You** for **Your Vehicle** under this **Contract**.

**We, Us, Ours** means the entity that is obligated to perform under this **Contract**, as identified in Item 2. of the Declaration Section on the **Application** as "Obligor."

**You** and **Your** means the Purchaser shown on the **Application**.

**Your Vehicle** means the **Vehicle** that is described on the **Application**.

## **II. BREAKDOWN COVERAGES**

**We** will pay or reimburse **You** for **Reasonable Costs** to repair or replace any **Breakdown** of a mechanical part or component (**Covered Part(s)**) listed below, less any **Deductible(s)** **You** are required to pay. Reimbursement amounts for replacement parts or components may be based on new, remanufactured or used parts, at our sole discretion.

**A. Engine and Water Pump** - The following parts only are covered: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. The Engine Block and Cylinder Heads are also covered if the above-listed parts caused a **Breakdown** of the Engine Block or Cylinder Heads; Turbocharger/Supercharger (factory installed only) housing and all internal parts. No other parts are included under this warranty. Parts that require normal manufacturer's recommended replacement intervals are not covered under this service **Contract**. Seals and gaskets are only covered when required in connection with the replacement of a **Covered Part**.

**B. Transmission/Transaxle** - All internally lubricated parts of Manual or Automatic Transmissions, including oil pump, drums, planetaries, sun gear and shell, shafts, bearings, side gears, carrier, pinion gear, ring gear, shift rail, forks, synchronizers, and Torque Converter. **Breakdown** of the Transmission/Transaxle case if caused by the failure of an internally lubricated **Covered Part**. Damage resulting from failures by related parts or units such as, but not limited to: Friction parts, such as clutches, of any kind, levers, controls, linkage, cables, radiator, coolers, rubber mounts, external oil lines, viscous couplings, drive axles and electrical components, internal or external, to the engine and transmission are not covered. Seals and gaskets are only covered when required in connection with the replacement of a **Covered Part**.

**C. Transfer Case** - All internally lubricated parts of the 4 X 4 Transfer Case. **Breakdown** of the Transfer Case if caused by the failure of an internally lubricated **Covered Part**. Damage resulting from failures by related parts or units such as, but not limited to: Friction parts, such as clutches, of any kind, levers, controls, linkage, cables, radiator, coolers, rubber mounts, external oil lines, viscous couplings, drive axles and electrical components, internal or external, to the Transfer Case are not covered. Seals and gaskets are only covered when required in connection with the replacement of a **Covered Part**.

### III. ADDITIONAL BENEFITS

**Towing Benefit** – In the event of a **Breakdown** covered by this service **Contract**, **We** will pay or reimburse **You** for receipted towing expenses up to seventy five dollars (\$75.00) per occurrence.

**Rental Benefit** – In the event of a **Breakdown** covered by this service **Contract**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement vehicle (from a licensed rental agency) while **Your Vehicle** is at a **Repair Facility**. Coverage will be provided to **You** up to a maximum of twenty five dollars (\$25.00) for every eight (8) labor hours, or portion thereof, of applicable labor time required to complete the repair, up to a maximum of one hundred dollars (\$100.00) for each repair visit. In addition, a maximum of one (1) additional day of rental applies for parts/inspection delays.

### IV. GENERAL PROVISIONS

This service **Contract** is between **You** and **Us**, and is subject to all the terms and conditions contained herein:

#### **A. Service Contract Coverage Period**

**Coverage** begins at the later of sixty (60) days after the **Contract Purchase Date** and fifteen hundred (1500) miles after the **Odometer Reading At Purchase Date**. The **service Contract Coverage** period expires at 12:01 Eastern Standard Time on the Expiration Date or upon **Your Vehicle's** odometer reaching the Expiration Mileage as indicated on the Registration Page of this **Contract**, whichever occurs first.

#### **B. Limit of Liability**

**Per Repair Visit - Our** liability per **Breakdown Coverage** for any one (1) repair visit shall in no event exceed three thousand dollars (\$3000.00) for an engine/water pump claim, two thousand dollars (\$2000.00) for a transmission/transaxle claim, and fifteen hundred dollars (\$1500.00) for a transfer case claim.

**Aggregate** - The total of all claims paid or payable per **Breakdown Coverage** while this service **Contract** is in force shall in no event exceed the aggregate of three thousand dollars (\$3,000.00) for engine/water pump claim(s), two thousand dollar (\$2000.00) for transmission/transaxle claim(s), and fifteen hundred dollars (\$1500.00) for transfer case claim(s). The total aggregate of all claims paid or payable for all **Breakdown Coverages** collectively shall be the lesser of sixty five hundred dollars (\$6500.00) or the **Actual Cash Value** of **Your Vehicle** at the time of loss.

#### **C. Deductible**

In the event of a **Breakdown** covered by this service **Contract**, **You** may be required to pay a **Deductible** for each repair visit to repair or replace a **Covered Part**. To determine if a **Deductible** applies, and if so, the amount, please see the **Deductible** entry in the **Declaration Section**. Once a **Covered Part** is repaired or replaced under the terms of this

service **Contract**, any **Deductible(s)** amount to repair or replace a **Breakdown** of that part will be waived during the service **Contract** period.

#### D. Transferability

1. **Your** service **Contract** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** while this service **Contract** is still in force. This service **Contract** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This service **Contract** can only be transferred once and the transfer must be initiated by the original service **Contract** holder.
2. In order to transfer the service **Contract**, the following must be submitted to the **Administrator** within thirty (30) days of the change of ownership to the subsequent individual purchaser.
  - Original service **Contract Application**;
  - Letter requesting transfer signed by **You** and the purchaser of **Your Vehicle** and listing the date of transfer and the current odometer mileage;
  - Seventy-Five Dollar (\$75.00) Transfer Fee made payable to the **Administrator**; and
  - Copies of all maintenance records.

Forward all required documentation to the **Administrator** at the address shown in the service **Contract**.

3. Any manufacturer's warranty must also be transferred at the same time as vehicle ownership transfer. Note: The term and/or coverages under some vehicle manufacturer's warranties are reduced upon transfer to a subsequent vehicle owner. **Breakdowns** to components covered by the manufacturer during the term of the original manufacturer's warranty are not covered under this service **Contract** regardless of transfer. Copies of all maintenance records and original receipts showing actual oil changes and manufacturer's recommended maintenance must be given to the new owner and provided to the **Administrator** at the time of submission of the transfer request. These maintenance records must be retained along with similar documentation for future maintenance work that the new owner has performed in accordance with Section VI, **YOUR RESPONSIBILITIES**. If these requirements are not met, the **Administrator** has the right to deny transfer of this service **Contract**.

#### E. Cancellation of Your Contract

1. **You** may cancel the **Contract** at any time by:
  - a. Contacting the **Seller** to complete and sign a cancellation form.
  - b. Mailing written notice to the **Seller** of **Your** desire to cancel the **Contract**.

In either instance above, the request must be accompanied by a notarized affidavit indicating the odometer reading at the date of the request.

The request for cancellation must be made no later than forty-five (45) days of the date that the cancellation is to become effective (except in the case of repossession, stolen or totaled vehicles). The **Administrator** may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at time of incident.

2. **We** may cancel, at any time if:

- a. **Your Vehicle** is totaled or is repossessed.
- b. **Your Vehicle's** odometer is disconnected or altered or the true and actual miles cannot be determined.
- c. **Your Vehicle** is used in a manner not covered by the **Contract**, including vehicle modifications not recommended by the manufacturer.
- d. The charge for the **Contract** is not paid.
- e. **You** employed intentional misrepresentation in obtaining the **Contract**.
- f. **You** employed intentional misrepresentation in the submission of a claim.
- g. **Your Vehicle** does not have a valid manufacturer VIN.
- h. **Your Vehicle's** title is branded as salvage, junk, rebuilt, totaled, flood damaged or manufacturer buyback.
- i. **Your** claim aggregate has reached the Vehicle Purchase Price.

Notice of such cancellation will be delivered to **You** by first class mail. The notice of cancellation will state one of the above mentioned basis of cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

#### **F. Refund Calculation**

If no claim has been made under this **Contract**, **You** may return this **Contract** within sixty (60) days of the **Contract Purchase Date**. Upon **Your** return of the **Contract** within the applicable time period, this **Contract** will be null and void and **We** will refund to **You**, or credit to **Your** account, the full amount of the purchase price of this **Contract**. This right to void the **Contract** is not transferable and applies only to **You**, the original **Contract** Purchaser

If you cancel this **Contract** after the sixty (60) day period has expired, or if a claim has been authorized or paid on your behalf pursuant to the **Contract**, the cancellation refund will be calculated on a pro-rata method which reflects the greater of the days in force of the miles driven based on the term of the plan selected and the date **Coverage** began, less any claims authorized or paid on the **Contract** where applicable by law, and less a fifty-dollar (\$50.00) administrative fee.

In the case of repossession only, claims payment shall not be deducted from any cancellation refund due.

## V. WHAT IS NOT COVERED

This service **Contract** does not provide **Coverage**:

- A. FOR ANY CLAIM NOT RECEIVING PRE-AUTHORIZATION FOR REPAIRS FROM THE ADMINISTRATOR.
- B. FOR REPAIRS TO ANY PART OR PARTS OF THE DESCRIBED VEHICLE NOT SPECIFICALLY LISTED IN SECTION II, BREAKDOWN COVERAGES, OF THIS SERVICE CONTRACT.
- C. FOR MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS WHICH INCLUDE, BUT ARE NOT LIMITED TO: ALIGNMENTS, ADJUSTMENTS, CLEANING, WHEEL BALANCING, TUNE-UPS, SPARK PLUGS, SPARK PLUG WIRES, GLOW PLUGS, MANUAL TRANSMISSION CLUTCH ASSEMBLY (FRICTION CLUTCH DISC, PRESSURE PLATE, FLYWHEEL, THROW OUT AND PILOT BEARINGS), MANUAL AND HYDRAULIC LINKAGES, HOSES, DRIVE BELTS, SHOP SUPPLIES AND ENVIRONMENTAL WASTE CHARGES.
- D. FOR DAMAGE AND/OR BREAKDOWN RESULTING FROM COLLISION, ROAD HAZARD, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, VOLCANIC ERUPTION, FREEZING, RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS, CONTAMINATION OF FLUIDS, FUELS, COOLANTS, LUBRICANTS OR FOREIGN MATERIAL. DAMAGE RESULTING FROM COAGULATED COOLANTS IS NOT COVERED.
- E. FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF SCHEDULED MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE (SEE "YOUR RESPONSIBILITIES" A. 1), OR IMPROPER SERVICING OR REPAIRS PERFORMED BY YOU OR A REPAIR FACILITY. FAILURE TO PROVIDE VERIFIABLE PROOF OF MAINTENANCE WILL VOID COVERAGE. FOR ANY BREAKDOWN CAUSED BY PRE-IGNITION, DETONATION, CARBON, SLUDGE OR VARNISH BUILD-UP, LUBRICANT BLOCKAGE OR THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS, AND/OR COOLANTS, OR ANY BREAKDOWN RESULTING FROM FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN BREAKDOWN HAS OCCURRED. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AS IS SAFE AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE.
- F. FOR ANY REPAIR OR REPLACEMENT OF ANY COVERED PART IF A BREAKDOWN HAS NOT OCCURRED.
- G. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING OR HAVE USED YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING, BUT NOT LIMITED TO DAMAGE RESULTING TO ANY CUSTOM OR ADD-ON PART OR FAILURE AS A RESULT OF ANY CUSTOM OR ADD-ON PART, INCLUDING BUT NOT LIMITED TO: ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES, TRAILER HITCHES,

ENGINE MODIFICATIONS, TRANSMISSION MODIFICATIONS, AND/OR DRIVE AXLE MODIFICATIONS, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS. OVERSIZED TIRES CAUSE YOUR ODOMETER TO READ IMPROPERLY. YOU MUST RETAIN PROOF THAT YOUR VEHICLES ODOMETER HAS BEEN RECALIBRATED SO THAT THE TRUE AND ACTUAL MILEAGE CAN BE DETERMINED. IF PROOF CANNOT BE PROVIDED, THE ADMINISTRATOR HAS THE RIGHT TO RECALCULATE YOUR EXPIRATION MILEAGE IN ACCORDANCE WITH INDUSTRY STANDARDS.

- H. FOR VEHICLES THAT DO NOT HAVE VALID MANUFACTURER VIN'S OR ARE TITLE BRANDED AS SALVAGE, JUNK, REBUILT, TOTALED, FLOOD DAMAGED OR MANUFACTURER BUYBACK.
- I. FOR BREAKDOWNS, IF THE VEHICLE ODOMETER IS BROKEN, HAS BEEN ALTERED AND/OR CEASED TO OPERATE SO THE ACTUAL VEHICLE MILEAGE CANNOT BE DETERMINED. IF THE ODOMETER HAS CEASED TO OPERATE YOU MUST SEEK REPAIR IMMEDIATELY.
- J. FOR ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSON, ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, DESCRIBED IN THIS CONTRACT, WHETHER OR NOT RELATED TO THE PARTS COVERED. FOR LOSS OF USE, TIME, SHOP DELAYS, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS OR INCIDENTAL CHARGES.
- K. WHEN THE RESPONSIBILITY FOR THE REPAIR IS COVERED BY AN INSURANCE POLICY, SUPPLIER OR REPAIRER GUARANTEE/WARRANTY, MANUFACTURER AND/OR DEALER CUSTOMER ASSISTANCE PROGRAM OR ANY WARRANTY FROM THE MANUFACTURER SUCH AS EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES (REGARDLESS OF THE REMAINING MANUFACTURER'S WARRANTY WHEN YOU PURCHASED THIS CONTRACT). FURTHER, COVERAGE UNDER THIS CONTRACT IS SIMILARLY LIMITED IN THE EVENT OF A BREAKDOWN IF THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING PUBLIC RECALLS AND FACTORY SERVICE BULLETINS.
- L. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR ANOTHER VEHICLE OR OBJECT UNLESS YOUR VEHICLE IS EQUIPPED WITH FACTORY INSTALLED OR FACTORY AUTHORIZED TOW PACKAGE. NO COVERAGE WILL BE PROVIDED IF YOUR VEHICLE IS USED FOR COMMERCIAL OR BUSINESS USE SUCH AS, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE OR SHUTTLE, TOWING OR ROAD REPAIR OPERATIONS, CONSTRUCTION, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, RACING OR COMPETITIVE DRIVING OR SNOW REMOVAL OR ANY USE INVOLVING REGULAR MULTIPLE DRIVERS.
- M. DAMAGE BY NON-COVERED PARTS TO COVERED PARTS IS NOT COVERED. DAMAGE BY COVERED PARTS TO NON COVERED PARTS IS NOT COVERED.
- N. A CLAIM CANNOT BE MADE IF THE CONTRACT HOLDER NO LONGER OWNS THE VEHICLE REGARDLESS OF WHEN THE FAILURE HAS OCCURRED.
- O. FOR ANY BREAKDOWN OR CONDITION OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE OR DURING THE

## CONTRACT ELIMINATION PERIOD.

- P. FOR ANY BREAKDOWN, IF THE REPAIR INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY IS NOT TRUE.
- Q. FOR BREAKDOWNS THAT OCCUR TO YOUR VEHICLE OUTSIDE THE UNITED STATES OF AMERICA OR CANADA.
- R. NEW VEHICLES FOR WHICH THE FULL MANUFACTURER WARRANTY IS NOT IN PLACE OR ACKNOWLEDGED BY THE MANUFACTURER.
- S. FOR DAMAGE AND/OR BREAKDOWN CAUSED BY THE LEAKING OR FAILURE OF ANY SEAL OR GASKET.
- T. FOR ANY BREAKDOWN CAUSED BY THE GRADUAL REDUCTION IN OPERATING PERFORMANCE DUE TO NORMAL WEAR AND TEAR.

## VI. YOUR RESPONSIBILITIES

### A. Maintenance Requirements and Service History

1. **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual for **Your Vehicle**.

**NOTE:** **Your** Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the normal or severe maintenance schedule that applies to **Your** conditions. If **You** do not have an Owner's Manual, **You** must change the engine oil and engine oil filter at four (4) months/four thousand (4,000) mile intervals. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions will result in the denial of **Coverage**.

2. If applicable, **You** must replace the engine timing belt at the intervals specified by the vehicle Manufacturer.
3. It is required that **You** retain "Proof" of maintenance for the service and/or repair work performed on **Your Vehicle**, regardless if work was performed by **You** or a **Licensed Repair Facility**. "Proof" means repair orders from a **Licensed Repair Facility** and/or a self-maintained maintenance log that has corresponding "purchase receipts" for oil and filter, coolant and brake system flush, etc. A self-maintained log without corresponding "purchase receipts" is not acceptable "Proof" of maintenance. Repair orders from a **Licensed Repair Facility** must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, **Your** name and signature, repair facility name, address and phone number, repair totals, **Deductible** (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or **Your** self-maintained log with corresponding original receipts, may be requested by the **Administrator** for related repairs.

## B. Filing a Claim

If **Your Vehicle** incurs a **Breakdown**, **You** must take the following steps to file a claim:

1. Prevent Further Damage - Take immediate action to prevent further damage. This **Contract** will not cover the damage caused by continued operation of **Your Vehicle** after a **Breakdown** has occurred.
2. Take Your Vehicle to a Licensed Repair Facility - If **Your Vehicle** breaks down, take **Your Vehicle** to any **Licensed Repair Facility**.
3. Provide the Licensed Repair Facility with a Copy of Your Contract and/or Your Contract Number. **Note:** All claims must be reported to the **Administrator** prior to expiration of **Your Contract** and prior to any work being performed.
4. Obtain Authorization from the Administrator - Prior to any repair being made, instruct the Service Manager at the **Licensed Repair Facility** to contact the **Administrator** to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered. **We** can be contacted Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Standard Time, and Saturdays, 9:00 a.m. to 3:00 p.m. Eastern Standard Time at 1-888-547-1548. **We** can also be contacted Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Standard Time, and Saturdays, 9:00 a.m. to 3:00 p.m. Eastern Standard Time via FAX at 1-614-726-3160. For EMERGENCY REPAIRS (non-business hours only), after the **Licensed Repair Facility** has diagnosed the problem, please have **Your Contract** number available and call the emergency number: 1-614-726-3150. The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must receive prior approval.
5. Authorize Tear-Down and/or Inspection - In some cases, **You** may need to authorize the **Licensed Repair Facility** to inspect and/or tear-down **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being made. **We** reserve the right to remove the **Vehicle** from the repair facility.
6. Review Coverage - After the **Administrator** has been contacted, review with the Service Manager what will be covered by this **Contract**.
7. Pay Any Applicable Deductible - **We** will reimburse the **Licensed Repair Facility** or **You** for the cost of the work performed on **Your Vehicle** that is covered by this **Contract** and previously authorized, less any **Deductible**. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the **Administrator** within ninety (90) days to be eligible for payment.
8. Proof of Service and/or Repair - To obtain payment for a covered repair **You**, or the **Licensed Repair Facility** must submit a legible copy or original repair order to the **Administrator**. Repair orders must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, **Your** name and signature, repair facility name, address and phone number, repair totals, **Deductible** (if applicable), and method of

payment to satisfy the repair order. "Proof" of maintenance and/or **Your** self-maintained log with corresponding receipts, may be requested by the **Administrator** for related repairs. In addition (if applicable), all related invoices (i.e., towing, rental, sublets, etc.) must accompany the repair order for consideration of claim reimbursement.

## **VII. ARBITRATION**

**You and We** agree that any dispute, claim or controversy arising out of or relating to this **Contract**, or the breach thereof, shall be resolved by binding arbitration. **You and We** shall each select an arbitrator and the two arbitrators shall select a third arbitrator. The decisions of any two of the three arbitrators is final and will be binding on **You and Us**. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH BINDING ARBITRATION.