



contract holder information

contract applicant 1 name _____ phone number _____
 contract applicant 2 name _____ e-mail address _____
 mailing address _____
 city / state / zip _____

dealer/seller information

dealer/seller name _____ phone number _____
 fax number _____ web site _____
 address _____
 city / state / zip _____ salesperson _____

covered vehicle information

vin number (17 numbers)	vehicle make	options <input type="checkbox"/> Turbo/Supercharger <input type="checkbox"/> Hydraulic Suspension <input type="checkbox"/> Air Bladder Suspension <input type="checkbox"/> Seals & Gaskets
current odometer reading	vehicle model	
vehicle purchase date	number of cylinders	
vehicle purchase price	lienholder	
contract purchase date	vehicle class	

service contract information

contract number	contract purchase price	effective date	contract effective miles
contract expiration miles	contract expiration date	contract term in months	waiting period (if applicable)
contract term in miles	the following coverage will apply, based on which coverage level is checked below <input type="checkbox"/> Preferred <input type="checkbox"/> Premium <input type="checkbox"/> Premier *if no selection above, coverage will default to Preferred		
deductible	<input type="checkbox"/> additional <input type="checkbox"/> expires at <input type="checkbox"/> \$250. ⁰⁰ <input type="checkbox"/> \$500. ⁰⁰ <input type="checkbox"/> \$1,000. ⁰⁰ *if no selection above, a \$1,000.00 deductible will apply		

The Contract Applicant whose signature appears below acknowledges that:

(1) The purchase of this contract is a separate consideration from the purchase price of the Vehicle and is not a requirement to purchase the Vehicle, or to obtain financing; (2) This Contract is not connected, either directly or indirectly, with the warranty issued by the manufacturer of this Vehicle; (3) This Application and Terms & Conditions together with your Vehicle Identification Card (that will be sent separately - if you do not receive within 30 days, please contact the customer service number below) constitute Your Vehicle Service Contract; (4) The implied warranty of merchantability on the Vehicle is not waived if this Contract has been purchased within ninety days of the purchase date of the Vehicle from a seller who also sold the Vehicle covered by this Contract; (5) The Coverage I have selected expires according to the term indicated on the Application Page and the Identification Card as defined in Item 1 Terms and Conditions; (6) The components and parts covered under this Contract are listed under the section entitled "Coverage" for the level of Coverage indicated on the Application Page and identification Card; (7) I understand to file a claim in the event my Vehicle has a Failure, I am to follow the instructions listed under the section titled "What to Do in the Event of a Failure"; (8) I understand that in order to maintain Coverage under this Contract, I must have my Vehicle serviced as indicated under "Maintenance Requirements" in the Contract as defined in Item 10, Terms and Conditions; (9) I understand that I have the right to cancel this Contract and receive a refund as indicated under the section entitled "Cancellations"; (10) I understand this Contract does not cover a number of exclusions which are listed under the section entitled "Exclusions"; (11) I have read and understand the Limit of Liability as defined in Item 4, Terms and Conditions; (12) I hereby acknowledge and accept the provisions of the Resolutions of Disputes clause as stated in Item 8, Terms and Conditions.

I hereby declare that I have read the terms of this Application and I understand and accept all of the provisions therein.

Applicant's Signature _____ Date _____

Seller Representative's Signature _____ Date _____

Administrator/Obligor:
 RED Shield Administration, INC
 5350 College Blvd, Overland Park, KS 66211
 (888) 740-6170 • redshieldprotection.com

RED Shield Exotic Service Contract

SECTION I. DEFINITIONS

The following definitions apply to words frequently used in this contract:

1. **Administrator** means RED Shield Administration, INC, a corporation organized under the laws of the state of Kansas, whose principal place of business is 5350 College Blvd., Overland Park, KS 66211 and phone number (888) 740-6170.
2. **Agreement, Service Agreement, Service Contract, Vehicle Service Contract, or Contract** means this RED Shield Exotic Service Contract that is by and between **You** and **Us**.
3. **Contract** means this Service Contract. **The Application Page, the Terms and Conditions and the Identification Card** comprise this Contract.
4. **Coverage** means the component protection **You** have chosen, as shown on the Application Page and the Identification Card.
5. **Deductible** means the Deductible type and amount **You** will need to pay, as shown on the Application Page and the Identification Card, for each covered Failure repair visit.
6. **Option and/or Surcharge** means any additional amount charged to **You** for Coverage under this Service Contract and indicated on the Application Page. Seals and Gasket Coverage is optional, however all other surcharges are mandatory as they apply.
7. **Failure:** Means the Failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely due to its condition, and not due to the action or inaction of any non covered parts. In addition, a Failure will be deemed to have occurred when a covered part has worn beyond the manufacturer's tolerances allowed for the particular Vehicle at the mileage when the problem occurs.
8. **Identification Card** means the numbered card which becomes part of this **Contract**. It gives information about **You, Your Vehicle, Coverage** chosen and other significant data.
9. **Vehicle** means the Vehicle which is described on the Application Page and the Identification Card, which cannot be used for rental, emergency or for hire purposes.
10. **We, Us, Our** means the entity who is obligated to perform under this Contract (the "obligor"). The obligor of this Contract is **RED Shield Administration, INC**, a Company located at 5350 College Blvd, Overland Park, KS 66211, with phone number (888) 740-6170.
11. **Commercial Use** means Vehicles used for Farming or Ranching, Route Work (excludes Snow Removal), Job-Site Activities, Service or Repair Work and Delivery of Goods. Usage must not exceed manufacturer's ratings and/or limitations and Vehicle cannot exceed 10,000 lbs.
12. **You, Your** means the **Contract** holder named on the **Application Page** and the **Identification Card** or the person to whom this Contract was properly transferred.
13. **Waiting Period** means the period of time and mileage that must transpire before a claim may be filed hereunder. **Unless otherwise indicated on the Application Page of this Contract, there is no waiting period. If a Waiting Period is indicated on the Application Page of this Contract, then the period of time and mileage as indicated on the Application Page of this contract must transpire from the Effective Date and Effective Mileage of this Contract before a claim may be filed. If there is a waiting period, the waiting period time and mileage shall be added to the end of the contract term.**

SECTION II. TERMS AND CONDITIONS

These Terms and Conditions include information about Coverage, Benefits, Cancellations, What to do in the Event of a Failure and Exclusions of Your Vehicle Service Contract. If You do not receive Your Identification Card within sixty (60) days from date of purchase, call toll-free (888) 740-6170. This document is an Application for the Vehicle Service Contract and does not constitute a Contract until accepted by Administrator.

1. **Contract Period: Coverage** under this **Contract** begins immediately and will expire according to the time/mileage of the **Contract** selected, whichever occurs first, as shown on the **Identification Card** and the Application Page. The **Effective Dates** and **Effective Miles** fields on the **Application Page** represents the mileage and date in which this **Coverage** begins. The **Expiration Date** and **Expiration Miles** fields on the **Application Page** represent the date and/or mileage when this **Coverage** will expire, based on whichever occurs first.
2. **Failure of Covered Parts:** We will pay on behalf of or reimburse **You** for the reasonable costs to repair or replace any of the parts included in Your **Coverage** which cause a **Failure**. Replacement parts may be new, remanufactured or replacement parts of like kind and quality. Sales tax will be authorized for covered **Failures** only when required by the applicable state where the repair is taking place.
3. **Territory:** This Contract is limited to Failures which occur, and repairs that are made, within the United States of America (excluding U.S. territories and possessions) and Canada.
4. **Limits of Liability:** The aggregate limit of liability for each Service Contract will be the lesser of the average trade in value of the vehicle as provided by the NADA guidelines as of the date of a filed claim, or \$50,000.00. Once the maximum limit of liability has been reached, as defined above, this contract, its transfer and cancellation rights terminate.
5. **Our Right to Recovery:** If **We** pay anything under this **Contract** and **You** have a right to recover from another party, **Your** rights will become **Our** rights up to the amount **We** paid. **You** will do whatever is reasonably necessary to enable **Us** to enforce these rights.
6. **Transfer Rights:** This Contract is for the benefit of the original Contract holder but is transferable subject to a transfer fee and inspection providing: a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable. b) Contract is being transferred to a subsequent private purchaser of Your Vehicle. (Transfer rights are voided when the Vehicle is traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of Vehicles.) **You** must submit the following: a) Complete a Transfer Application (Available from the Administrator) and submit to the Administrator. b) Provide a Bill of sale with the Transfer Application indicating the sale date and mileage at time of sale. c) Issue a check in the amount of fifty dollars (\$50.00) for the Transfer fee made payable to the Administrator, d) Provide all documents to the Administrator within sixty (60) days of the transfer of Vehicle ownership.
7. **Deductible:** In the event of a **Failure** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect

to Coverage listed in the Additional Benefits section of this **Contract**. The **Deductible** amount **You** have to pay is shown on the Application Page and the Identification Card, for covered Failures on a per repair visit basis. Should a covered Failure require more than one visit to repair, only one Deductible will apply to that Failure. You will not be required to pay a **Deductible** if the **Vehicle** is taken to the **Dealer** listed on the **Application Page** of this **Contract**. If no Deductible is checked on the **Administrator** copy of the **Application Page** of this **Contract**, the one-thousand dollar (\$1000) **Deductible** will apply.

8. **Resolution of Disputes:** Should a dispute, controversy, or claim arise out of or relating to this **Contract**, the dispute, controversy, or claim arising out of or relating to this Contract, or a breach hereof, may be settled by non-binding Mediation. Either party may make a written request to any nationally recognized organization that performs consumer related Mediation services. If both parties agree to Mediate in writing, the parties shall then agree to abide by the consumer related protocol established by the chosen Mediation organization and the laws of the state where the purchaser resides as well as federal law. Otherwise, any dispute, controversy, or claim arising out of or relating to this Contract shall be settled in a court of competent jurisdiction, according to the laws of the state where the Contract Purchaser resides at the time the dispute, claim, or controversy arose, and federal law.
9. **Reinstatement:** In the event this **Contract** is cancelled, **We** reserve the right to approve or reject any and all requests for reinstatement. In the event we agree to Reinstatement, we reserve the right to impose a 30 day and 1,000 mile waiting period before any Claims may be approved.
10. **Contract Holder's Maintenance Requirements:** **You** must have **Your** Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. **Your** Vehicle's Owner Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** driving habits and climate conditions. Failure to follow these recommendations may result in the denial of claims.
11. **Oil Changes and Verifiable Receipts:** In the event of a Breakdown, **We** may request oil change and/or service records to verify that maintenance has been properly done. If **You** perform your own maintenance and/or service, **You** must retain all receipts that show the purchase of materials used in the vehicle maintenance process.
12. **Labor Rates and Parts:** **We shall only be required to pay the prevailing labor rate for all repairs. Further in the event of a covered repair, We shall only be required to repair the Vehicle with parts and/or components that we select, including the use of used, remanufactured, refurbished, or reconditioned parts and/or components.**

SECTION III. WHAT TO DO IN THE EVENT OF A FAILURE OR BREAKDOWN

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

1. **Prevent Further Damage-** Immediately take action to prevent further damage to **Your Vehicle**. The operator of **Your Vehicle** is responsible for observing **Vehicle** warning lights, gauges, and sensory items that indicate a potential Breakdown. Upon this observation, you must immediately arrange for the vehicle to be diagnosed. Failure to properly take this action may result in the denial of claims.
2. **If Your Vehicle** breaks down, return to the issuing **Dealer** during normal service department hours. If this is not possible, take **Your Vehicle** to an ASE-Certified licensed repair facility (You may contact us for assistance in locating a repair facility).
3. **Obtain Authorization from the Administrator-** Once **You** have taken **Your** vehicle to the **Dealership** or an authorized repair facility, give them your Contract Number. **We** must be contacted at **(888) 740-6170** to obtain authorization to proceed with the claim. Any claim for repairs without prior authorization from **Us** may be denied, with the exception of Emergency Repairs as defined in this section of the **Contract**. The amount authorized by **Us** will be the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must obtain additional approval from **Us** by contacting the same number as stated above.
4. **If applicable, 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 of failure and cost of the repair. **We** will pay this fee, up to the maximum market rate amount; if the breakdown is a Covered Repair. The repair facility must get prior authorization to begin the teardown by calling the claims number as stated above. **We** reserve the right to request you take your vehicle to another repair facility, if it is not your **Dealer**.
5. **Review Coverage-** After **We** have been contacted, review with the repair facility what will be covered under this **Contract**.
6. **Pay any Deductible (If Applicable)-** **We** will reimburse or pay to the **Dealer**, repair facility, or **You**, for the cost of authorized repairs performed on **Your Vehicle**, less any applicable Deductible. All repair orders and documentation must be submitted to **Us** within thirty (30) days by the Dealership, repair facility, or **You** to qualify for payment.

Emergency Repairs: Should an emergency occur which requires a repair of a Breakdown to be made at a time when Our office is closed, and failure to repair the Breakdown immediately will either 1) render Your Vehicle unsafe to drive, 2) result in further damage to Your Vehicle or, 3) cause other components on Your Vehicle to fail, follow the claim procedures above without authorization, and We will make reimbursement to You or the Authorized Repair Facility in accordance with the provisions of this Contract if the Breakdown is a Covered Repair. You must contact Us within three (3) business days from the date of repair to determine if the repair is a Covered Repair. No Emergency Repairs will be reimbursed without authorization in excess of \$500.00 per occurrence.

For claims assistance, please contact Us, the Administrator, RED Shield Administration, INC at (888) 740-6170, NO CLAIMS WILL BE PAID UNLESS THE STEPS ABOVE ARE FOLLOWED.

SECTION IV. COVERAGE

The components listed below, within the Coverage level indicated on the **Administrator** copy of the **Application** and **Your Identification Card**, are covered by the **Contract**. If no **Coverage** level is checked, Preferred Coverage will apply. Except for Premier Coverage, components not listed are not covered.

PREFERRED: ENGINE (Gas/Diesel): Oil Pump, Timing Drive Gears, Camshaft, Valve Train, Crankshaft, Connecting Rods, Intake and Exhaust Manifolds, Timing Gear Cover, Flywheel, Oil Pump Housing, Harmonic Balancer, Valve Covers, Oil Pan. All internal, Lubricated Parts of the Engine. The Cylinder Block and Cylinder Heads are covered only if damaged by the Failure of an internal, Lubricated Part of the Engine. **TURBOCHARGER/SUPERCHARGER (OEM Only):** All internal, Lubricated Parts of the Turbocharger / Supercharger. The Housing is covered only if damaged by the Failure of an internal, Lubricated Part. **TRANSMISSION/TRANSAXLE:** Torque Converter, Torque Converter Housing, Vacuum Modulator, and all internal, Lubricated Parts of the Transmission or Transaxle. The Transmis-

sion/Transaxle Housing is covered only if damaged by the Failure of an internal, Lubricated Part of the Transmission/Transaxle. **DIFFERENTIAL AND DRIVELINE:** Universal Joints, CV Joints, Propeller Shafts, Drive Shaft, Drive Shaft Yokes, Driver Shaft Carrier, Axle Shafts, Front Hubs, Locking Hubs. All internal, Lubricated Parts of the Differential. The Differential Housing is covered only if damaged by the Failure of an internal, Lubricated Part of the Differential. **TRANSFER CASE:** All internal, Lubricated Parts of the Transfer Case or All Wheel Drive Mechanism. The Transfer Case Housing or Housing for the All Wheel Drive Mechanism is covered only if damaged by the Failure of an internal, Lubricated Part. **Cooling:** Water Pump, Radiator Fan, Electric Radiator Fan Motor. **ELECTRICAL:** Starter Motor and Solenoid, Starter Relay, Alternator, Voltage Regulator, Front and Rear Windshield Wiper Motors, Power Window Switches. **BRAKE:** Master Cylinder, Calipers, Combination Valve, Wheel Cylinders. **ANTI-LOCK BRAKE (ABS):** Electronic Control Processor, Pressure Modulator Valve, Isolation Dump Valve, Wheel Speed Sensors, Hydraulic Pump/Motor Assembly, Accumulator. **STEERING:** Steering Box, Steering Rack & Pinion, Power Steering Pump, Power Steering Cooler. **FACTORY AIR CONDITIONING:** Compressor, Condenser, Receiver Drier, Accumulator.

PREMIUM: Includes PREFERRED plus the following: **COOLING:** Radiator Sensor, Temperature Sensor. **ELECTRICAL:** Electronic Ignition Module, Distributor, Washer Pump, Cruise Control Module, Heater Blower Motor, Power Antenna Motor, Electronic Door Lock Actuators, Electronic Trunk Lock Actuators, Electronic Instrument Clusters. **BRAKE:** Assist Booster, Metal Lines, Retainers. **SUSPENSION:** Upper and Lower Control Arms and Shafts, Upper and Lower Ball Joints, Spindles, Spindle Supports, Coil Springs, Leaf Springs, Stabilizer Shafts. **FACTORY AIR CONDITIONING:** Evaporator, Expansion Valve, Orifice Tube, Compressor Clutch. **FUEL DELIVERY:** Fuel Pump, Throttle Body Assembly, Injection Pump, Metal Lines, Vacuum Pump.

PREMIER (Exclusionary)- If you selected Premier coverage and selected and paid all applicable surcharges for Your Vehicle, this Service Contract will cover necessary repairs to ALL of the mechanical and electrical parts of Your Vehicle, except for seal or gasket Failure, hydraulic suspension components, air bladder suspension components, and those items listed under "WHAT IS NOT COVERED." In addition, Premier coverage will cover Failures to Covered Components resulting from the gradual reduction in component performance through normal or excessive usage (i.e. wear and tear).

SECTION V. EXCLUSIONS – WHAT IS NOT COVERED

Coverage is not provided under this Contract for any of the following Exclusions:

- 1. Pre-Existing Condition(s): Any Vehicle found not to be in good mechanical order at the time this Contract is placed on the Vehicle, or any failure that occurred prior to the purchase of this Contract. Any breakdown and/or failure, whereby the cause of failure occurred due to a condition that pre-dated the purchase of this Contract shall also be expressly excluded from coverage.**
- 2. Any Breakdown that occurs during waiting period of this Contract, if one is indicated on the Application Page of this Agreement.**
- 3. For damage to a covered part caused by the failure of a part that is not listed as covered under this Agreement.**
- 4. When the responsibility for the repair is covered by an insurance policy, 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 Agreement), or a repairer's guarantee warranty regardless of their ability to pay. Further, Coverage under this Agreement is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, such as a recall.**
- 5. Technical Service Bulletins and Factory Service Bulletins, whereby the manufacturer has declared a known defect or recurring issue with Your Vehicle, shall also be expressly excluded from coverage under this Agreement. This shall apply even if the manufacturer has elected not to pay for repairs through a recall or other method.**
- 6. Any covered repair not authorized in advance by Us, except those Emergency Repairs, as outlined in this Contract.**
- 7. Damage caused by continued operation of an impaired vehicle.**
- 8. Any aftermarket part or component that was installed in the Vehicle to replace an original manufacturer's part or component that is salvaged or was not replaced in accordance with the manufacturer's recommended specifications.**
- 9. Repairs when Your Vehicle's odometer reading does not reflect the true mileage the vehicle has been driven for whatever reason.**
- 10. Any breakdowns caused by any modifications, alterations, and/or additions to Your Vehicle, or if any modifications, alterations, and/or additions have been made to Your Vehicle You are using or have used Your Vehicle in a manner not recommended by the Manufacturer, including but not limited to, the failure of any custom or add on/aftermarket part regardless if supplied by a franchised dealer or not, all frame or suspension modifications, lift kits (unless the lift kit option is marked on the Application Page and not to exceed 6 inch of combined lift), oversized/undersized tires or wheels not recommended by the original manufacturer (unless lift kit option is marked on the Application Page and not to exceed 6 inches greater than the Manufacturer's specifications), trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmissions modifications, and/or drive axle modifications, which includes any performance modifications.**
- 11. Any breakdowns caused by any use of Your Vehicle not recommended by the manufacturer, or if Your Vehicle is used for towing (unless your Vehicle is equipped with a factory installed or factory authorized tow package), or is used for Commercial Use (unless the Commercial Use option is selected on the Application Page and only as defined under the Commercial Use Add On Options section of this Agreement), or is used for snow removal (unless the Snow Plow option is selected on the Application Page of this Contract), rental, taxi, limousine, livery, or shuttle, towing/wrecker service, road repair, construction, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, pre-arranged or organized racing, or competitive driving.**
- 12. Repairs made outside of the United States and Canada.**
- 13. Repairs required because of technician negligence, detonation, sludge or carbon deposits caused by negligence, contamination, rust and corrosion caused by negligence, and/or operation without the proper lubrication levels or fluid type.**
- 14. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel including fuels containing more than ten-percent (10%) ethanol if the engine was not manufacturer for this mixture, excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants, or improper engine adjustments. Any mechanical Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication, or carbon buildup in cylinders.**
- 15. Repairs required because You did not properly maintain Your Vehicle, as outlined in this Contract and/or Your failure to properly maintain Your**

- Vehicle based off manufacturer's recommended maintenance guidelines or advice given by a repair facility or Dealership.
16. Repairs required because of fraud, collision, abuse, negligence, neglect, misuse, road hazards, off-road racing or use, vandalism, riot, theft, fire, war, acts of God, or the loss that is normally covered by Casualty and/or Collision insurance.
 17. Repairs that are covered under a repairer's guarantee or another Service Agreement Provider's coverage, and/or repairs that are covered under an insurance policy, or a manufacturer and/or dealer customer assistance program or service agreement.
 18. For any of the following parts: hoses, brake pads, brake linings/shoes, wiper blades, belts, thermostat housing, shock absorbers, carburetor, air springs and air struts, headlight assemblies, taillamp assemblies, blind spot sensors, heated steering wheels, coolant reservoir tanks, fuse boxes (including SAM Modules and Total Integrated Power Modules), Oxygen (O2) sensors, vacuum pumps, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, LED lighting, fuses, circuit breakers, cellular phones, personal computers, pre-heated car systems, game systems, sun shades, radar detection devices, brake rotors and drums, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/ lines/valves, catalytic converter/ filtering/sensors, gas cap/filler neck, weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, door handles, lift gate handles, tailgate handles, door bushings/bearings, hardware or linkage, tires, tire pressure sensors, wheel/rims, programming, reprogramming, or updating or maintaining a component that has not mechanically failed. Any equipment not installed by the manufacturer. External nuts, bolts, and fasteners are not covered unless they need to be replaced in connection with a Covered Repair. Engine block and cylinder heads are not covered if damage is caused by external overheating, freezing, or warping or any other part not listed in the coverage section.
 19. The Costs of teardown, disassembly, or assembly when a Breakdown is not covered by this Agreement.
 20. Any regular maintenance services as described and/or recommended by Your manufacturer.
 21. For any safety related maintenance events required by Your state or the manufacturer of Your Vehicle or a Breakdown caused by the continued operation of the Vehicle in an overheated condition irrespective of thermostat failure or the lack of proper and necessary amounts of coolants or lubricants.
 22. For any repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer under normal operating conditions.
 23. Any repair that has been misdiagnosed by the Authorized Repair Facility and/or any cause of failure that cannot be verified as accurate or is found to be inaccurate.
 24. All Commercial Use Vehicles, unless the Commercial Use surcharge option is selected on the Application Page. If the surcharge is selected, then only those commercial usages listed under the definitions section of this Contract are eligible for Coverage. Any Vehicle used for towing (unless Your Vehicle is equipped with factory installed or factory authorized tow package), or used as a commercial unit (unless appropriate surcharge is marked on the Application Page and is defined in the "Add On Coverage" section of this Contract), or used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping, cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing, or competitive driving. Any Vehicle that has been issued a restricted title, including but not limited to: gray market, total loss, salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only.
 25. Our liability of incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Vehicle, loss of time, loss of wages, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your Vehicle is expressly excluded.
 26. Any and all emissions and/or exhaust components are excluded from coverage.

SECTION VI. ADDITIONAL BENEFITS OF COVERAGE

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 25 miles of towing at no cost, any additional mileage 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 1-866-330-0760. **You** will be required to give the representative assisting **You** the following information: **Producer Code-76004, Your Member Number (which is your contract number on the top right of your contract) and Your plan letter which is U. COVERAGE:** **You** are entitled to one (1) service per 72-hours. Services available to **You** at no cost are: a tow up to 25 miles; battery jumpstart; flat tire change; fuel delivery (**You** are responsible for the actual cost of the delivered materials); locksmith. **REIMBURSEMENT:** This is not a reimbursement program. 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. Maximum for any covered services is strictly limited to \$50. **You** must send your original receipted roadside bills along with a completed claim form to: **National Adjustment Bureau, LLC located at 800 Yamato Road Suite 100, Boca Raton, Florida, 33431. Attn: Claims.** Claim forms may be obtained online at www.nsdclaims.com or by calling toll-free 1-800-338-2680. **TRIP INTERRUPTION:** In the event of a mechanical breakdown of a covered component or part, Administrator will **REIMBURSE** Agreement Holder a maximum of seventy five (\$75.00) dollars per day, not to exceed a total of two hundred twenty five (\$225.00) dollars up to three days (3), for expenses incurred by **Agreement Holder** for meals and/or lodging, provided: **Agreement Holder** cannot operate **Agreement Holder's Vehicle** due to a mechanical breakdown covered by this **Agreement** and are more than 100 miles away from home, and expenses are incurred between the time of breakdown and the time repairs are completed. (The date of breakdown shall be considered the first day.) One day's trip interruption expense shall be allowed for each eight hours, or portion thereof, of required manual flat-rate labor time. A detailed receipt must be submitted to Administrator before reimbursement will be made. **RENTAL:** In the event of a **Breakdown** of a covered part, **You** will be reimbursed for actual expenses incurred for a rental vehicle at the maximum daily rate of \$35.00 per day, for five (5) days, not to exceed \$175.00 per occurrence. After the first day of rental, each additional day of rental requires the covered repairs to exceed 4.0 labor hours per additional day as defined in the current year's manufacturers or nationally recognized labor time standards manual. In the event that the vehicle is not drivable due to the covered breakdown, we will cover one day of rental for every four (4) labor hours applicable to the covered repair. Under no circumstances will we provide rental coverage for any repair hours that exceed the operation time for the covered repair as defined in a nationally recognized labor time standards manual (current year's edition). Rental time due to parts backorder or component failure inspection may be considered at the discretion of the Administrator. Rental coverage shall not continue beyond the day on which covered repairs are completed. The substitute vehicle must be rented from a licensed and nationally recognized rental agency. To receive reimbursement, **You** must present the following items within

60 days of the repair completion date: a rental agreement from a licensed and nationally recognized car rental company signed by **You**; proof of payment receipt; a copy of the repair order; and any other documentation reasonably requested by the Administrator. **All 24-Hour Roadside Assistance services and benefits are administered by Nation Motor Club, LLC located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. In California, all roadside services and benefits are administered by Nation Motor Club, LLC located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. Motor Club Permit Number: 5157-3. In Alabama, Alaska, Utah and Virginia: All services and benefits are Administered through Nation Safe Drivers Services, Inc. located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.**

SECTION VII. ADD-ON COVERAGE OPTIONS

The following options are add-on options and apply **ONLY** if they have been selected on the Administrator Copy of the Application Page of this Contract:

SEALS AND GASKETS – If the **Application Page** shows that the **Seals and Gaskets Option** has been selected all seals and gaskets are covered for the components listed in your selected coverage except when the cause of failure is the result of overheating, lack of lubrication, or lack of required fluids. However, minor loss of fluid or seepage is considered normal and is not considered a breakdown and is not eligible for coverage. If this option is selected on the **Application Page** of this **Contract**, this option will expire and **Coverage** for this **Option** will expire once **Your Vehicle reaches 80,000 miles on Your Vehicle's Odometer**.

If Your Vehicle is found to be equipped with a Turbo/Supercharger, Hydraulic Suspension, and/or Air Bladder Suspension, and the corresponding Option is not checked on the Administrator copy of the Application Page of this Contract, then no Coverage will be provided for Failures related to that Option during the term of this Contract.

SECTION VIII. GUARANTY

Our obligations and the performance to You under this Contract are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038. The telephone number for Wesco Insurance Company is (866) 505-4048. If any covered claim or refund is not paid within sixty (60) days (thirty [30] days for Arizona residents), or if the provider becomes insolvent or otherwise financially impaired, after proof of loss has been filed, You may file a claim directly with the Insurance Company by contacting the Insurance Company at the number provided above.

SECTION IX. CANCELLATIONS

1. **You** may cancel this **Contract** at any time by notifying **Us**. You will need to mail in either a Cancellation Form, which may be obtained by going to <http://www.redshieldprotection.com/redshieldcanx>, or you may mail in a notarized Letter of **Cancellation** to the **Administrator** at the following address: **RED Shield Administration, INC, ATTN: Cancellations, 5350 College Blvd, Overland Park, KS 66211**. The letter must have the signature of the **Applicant** listed on the **Application Page**, the reason for cancellation, the date of cancellation, and the cancellation mileage. The letter must be signed by a licensed notary public. Letters without all of the required information will be rejected.
2. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for **Your** intentional misrepresentation in obtaining this **Contract** or in submitting a claim. If **We** cancel this **Contract**, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the **Contract**, less a service charge of seventy-five dollars (\$75.00), except where state law or regulation requires a lesser amount.
3. **If Your Vehicle** and this **Contract** have been financed, the lien holder may cancel this **Contract** for non-payment, or if **Your Vehicle** has been declared a total loss or repossessed. The rights under this **Contract** are transferred to the lien holder and the lien holder is also entitled to any resulting refund.
4. **If You** cancel this **Contract** within thirty (30) days of purchase, the entire **Contract** price paid will be refunded. If **You** cancel this **Contract** after thirty (30) days of purchase, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method reflecting either the greater of the days in force or the mileage elapsed based on the term of the **Contract**. Elapsed time and mileage shall be measured from **Contract** sale date and the odometer reading at the time of sale, less a service charge of seventy-five dollars (\$75.00), except where state law or regulation requires a lesser amount.
5. A seventy-five dollar (\$75) service charge will be deducted from all refunds after 30 days, unless otherwise prohibited by state statute or regulation. In the event of cancellation whereby a lien has been placed against the **Vehicle, the lien holder or Dealer (as indicated on the Application Page) will be named on the cancellation refund check**. In the event of a lienholder change or release, it is Your responsibility to notify us in writing by sending in proof of lienholder documents and/or lien release documents at **RED Shield Administration, INC, ATTN: Lienholder Change, 5350 College Blvd, Overland Park, KS 66211**.

SECTION X. PRIVACY POLICY

RED Shield Administration, INC follows a strict privacy policy when dealing with customer information. To view our privacy policy, go to <http://www.redshieldprotection.com/redshieldprivacypolicy> or contact us in writing at the below address to request a copy.

This Contract is Administered by:

RED Shield Administration, INC
5350 College Blvd, Overland Park, KS 66211
(888) 740-6170

