



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 _____ seller code _____

covered vehicle information

vin number (17 numbers)	vehicle make	options
current odometer reading	vehicle model	<input type="checkbox"/> 4 X 4 / AWD <input type="checkbox"/> Diesel <input type="checkbox"/> Turbo/Supercharger <input type="checkbox"/> Hybrid <input type="checkbox"/> Luxury Electronics <input type="checkbox"/> Snow Plow <input type="checkbox"/> Lift Kit <input type="checkbox"/> Commercial Use <input type="checkbox"/> Seals and Gaskets
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	
contract term in miles	the following coverage will apply, based on which coverage level is checked below		
<input type="checkbox"/> additional <input type="checkbox"/> expires at	<input type="checkbox"/> Powertrain <input type="checkbox"/> Powertrain Plus <input type="checkbox"/> Powertrain Enhanced <input type="checkbox"/> Premium Plus <input type="checkbox"/> Premier Plus		
deductible	*if no selection above, coverage will default to Powertrain		
<input type="checkbox"/> \$0. ⁰⁰	<input type="checkbox"/> \$50. ⁰⁰	<input type="checkbox"/> \$100. ⁰⁰	<input type="checkbox"/> \$200. ⁰⁰
*if no selection above, a \$100.00 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 _____

RED Shield Guard Service Contract

SECTION I. DEFINITIONS

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

1. **Administrator** means Red Auto 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 Guard 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 and the Identification Card.
5. **Deductible** means the Deductible type and amount **You** will need to pay, as shown on the Application 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. Luxury Electronics Coverage and Seals and Gaskets Coverage are 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 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 Auto 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** and the **Identification Card** or the person to whom this Contract was properly transferred.

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**: a) The aggregate limit of liability for each Service Contract will be the greater of the average trade in value of the vehicle as provided by the NADA guidelines as of the date of a filed claim or \$12,500. 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 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-hundred dollar (\$100) **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.

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 Auto 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, Powertrain Coverage will apply. Except for Premier Plus Coverage, components not listed are not covered.

POWERTRAIN: ENGINE (GAS/DIESEL): The following parts are covered: pistons, piston rings, 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/or cylinder heads are also covered if the above-listed parts cause a Breakdown of the engine block and/or cylinder heads. **TURBO/SUPERCHARGER:** (Factory installed only): All internally lubricated parts of the factory installed turbocharger/supercharger. The turbocharger/supercharger housing is covered if the internally lubricated parts cause a Breakdown of the turbocharger/supercharger housing. **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 is covered only if caused by the failure of an internally lubricated covered part. **DRIVE AXLE:** All internally lubricated parts. Drive axle housing is also covered if damage is caused by Breakdown of an internally lubricated part. **TRANSFER CASE:** All internally lubricated parts of the 4 x 4 Transfer Case. Breakdown of the Transfer Case is covered if caused by the failure of an internally lubricated part. **SEALS & GASKETS:** Seals and gaskets are only covered when required in connection with the replacement or repair of a covered part.

POWERTRAIN PLUS: Includes POWERTRAIN, plus the following: **ELECTRICAL:** Alternator, voltage regulator, heater fan, starter motor, starter solenoid, and starter drive. **AIR CONDITIONING:** Condenser, compressor, and evaporator. Orifice Tube and Accumulator/Receiver Dryer is also covered if required in connection with the repair of a covered part listed above. **SEALS & GASKETS:** Seals and gaskets are only covered when required in connection with the replacement or repair of a covered part.

POWERTRAIN ENHANCED: Includes POWERTRAIN, POWERTRAIN PLUS, plus the following: **ENHANCED ELECTRICAL:** Power window motors and regulator; power door lock actuators; power truck switch; and power antenna motor. **COOLING SYSTEM:** Cooling Fan; Cooling Fan motors; and fan clutch. **FUEL SYSTEM:** Fuel Pump; fuel injection pump; metal fuel lines; fuel pressure regulator; fuel sending unit; and fuel gauge. **AIR CONDITIONING:** Condenser, compressor, and evaporator. Orifice Tube and Accumulator/Receiver Dryer is also covered if required in connection with the repair of a covered part listed above. **SEALS & GASKETS:** Seals and gaskets are only covered when required in connection with the replacement or repair of a covered part.

PREMIUM PLUS: Covers all of the following until Your Vehicle's Odometer surpasses 100,000 miles. Once Your Vehicle surpasses 100,000 miles, Your Coverage will become Powertrain Plus. **ENGINE – GAS/DIESEL:** Cylinder Block, Cylinder Head(s), Rotary Housing and all Internally Lubricated Parts contained within the engine including: Pistons; Piston Rings; Connecting Rod Bearings; Crankshaft; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Chain or Belt; Timing Gears, Guides, Tensioners; Rocker Arms; Rocker Shafts; Rocker Bushings; Cylinder Head Valves; Valve Guides; Valve Lifters; Valve Springs; Valve Seals; Valve Retainers; Valve Seats; Push Rods; Water Pump; Fuel Pump; Oil Pump and Oil Pump Housing; Harmonic Balancer; Oil Pan; Timing Chain Cover; Intake and Exhaust Manifolds; Valve Covers; Engine Mounts;. (The oil pan and valve covers are only covered if damaged by the **Breakdown of a Covered Part**.) **TURBO/SUPERCHARGER:** (factory installed only) Turbocharger / Supercharger Housing and All Internally Lubricated Parts. (Housing is only covered if damaged by **Breakdown of a Covered Part**.) **TRANSMISSION:** (Automatic or Standard) Transmission Case and all Internally Lubricated Parts plus: Torque Converter; Flywheel/Flex Plate; Vacuum Modulator; Electronic Shift Control Unit; Transmission Cooler; Transmission Mounts; Oil Pan; Slave/Clutch Master Cylinder; Pilot Bearing; and Throw-Out Bearing. (Transmission case is covered if damage is due to the **Breakdown of a Covered Part**.) **DRIVE AXLE ASSEMBLY:** (Front and Rear) Drive Axle Case; All Internally Lubricated Parts contained within the Drive Axle; Locking Hubs; Drive Shafts; Center Support Bearings; Universal Joints; Constant Velocity Joints; Axle Bearings; Four-Wheel Drive Actuator; and Differential Cover. (The drive axle housing is only covered if damaged by the **Breakdown of a Covered Part**.) **TRANSFER UNIT:** Transfer Case and All Internally Lubricated Parts. (Transfer case is only covered if damaged by the **Breakdown of a Covered Part**.) **BRAKES:** Master Cylinder; Power Brake Cylinder; Vacuum/Hydro Assist Booster; Disc Brake Caliper; Wheel Cylinders; Compensating Valve; Brake Hydraulic Lines and Fittings; Hydraulic Control Unit; Hydraulic Trailer Brake Assembly and its Components. The following ABS Parts are also covered: Electronic Control Processor; Wheel Speed Sensors; Hydraulic Pump/Motor Assembly; Pressure Modulator Valve/Isolation Dump Valve; and Accumulator. **STEERING:** All Internally Lubricated Parts contained within the Steering Box; Rack and Pinion Gear; Power Steering Pump; Power Steering Hoses; Steering Knuckles; Pitman Arm; Idler Arm; Tie Rod Ends and Drag Link; Steering Dampner; Upper and Lower Steering Column Shafts and Couplings, including Internal Tilt-Wheel Mechanism; Steering Box and Rack and Pinion Gear Housings; Power Steering Assist Cylinder; Power Steering Pump Cooler; Twin "I" Beam & Bushings; and Steering Travel Stop. Rear Wheel Steering: Rear Steering Shaft and Couplings; Power Cylinder and Pump; Electronic Control Unit/Solenoid; Phase Control Unit; Stepper Motor; Steering Box; Control Valve; Rack; and Tie Rod Ends. **ELECTRICAL COMPONENTS:** Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive; Engine Compartment Wiring Harness; Computerized Timing Control Unit; Electronic Ignition Module; Crank Angle Sensor; Knock Sensor; Ignition Switch; Ignition Switch Lock Cylinder; Front and Rear Window Wiper Motor, Washer Pump and Switch; Stop Lamp Switch; Headlamp Switch; Turn Signal Switch; Heater/A.C. Blower Speed Switch; Manual Heater/A.C. Control Head; Horns; Trailer Brake Wiring Harness; Auxiliary Power Supply Wiring; Exterior Cab Lighting; Auxiliary Fuel Tank Switching Unit and Switch. Electronic Instrument Cluster; Distributor; Ignition Coil; Electronic Combination Entry System (Does Not Include Transmitters and Receivers for Remote Locks); Cruise Control Module, Transducer, Servo and Amplifier; Powertrain Control Module; Headlamp Motors; Power Window Motor; Power Seat Motor; Power Mirror Motor; Power Antenna Motor/Mast Assembly; Convertible Top Motor; Power Sunroof Motor; Power Window Switch; Cruise Control Engagement Switch; Power Seat Switch; Power Mirror Motor Switch; Rear Defogger Switch; Power Door Lock Actuator and Switch. **AIR CONDITIONING:** Condenser; Compressor, Compressor Clutch and Pulley; Air Conditioning Lines and Hoses; Evaporator; Idler Pulley and Idler Pulley Bearing; High/Low Compressor Cut-Off Switch; Expansion Valve; and Pressure Cycling Switch. The following parts are also covered if they are required in connection with the repair of a **Covered Part** listed above and only if they have failed: Accumulator/Receiver Dryer; Orifice Tube; Oil and Refrigerant. **FRONT & REAR SUSPENSION:** Upper and Lower Control Arms; Control Arm Shafts and Bearings or Bushings; Upper and Lower Ball Joints; Radius Arm and Bushings; Torsion Bars, Mounts and Bushings; Stabilizer Bar, Links and Bushings; Struts; Strut Bearing Plates; Spindle and Spindle Support; Wheel Bearings; Pannard Bar; Track Bar; Suspension Bumpers; Leaf Springs; Leaf Spring Shackles and Hardware; Load Assist Shocks; Shocks; Load Assist Springs; and Coil Springs. Variable Dampening Suspension: Compressor; Control Module; Dampening Actuator; Solenoid; Struts; Height Sensor; and Mode Selector Switch. **FUEL SYSTEM:** Fuel Injection Pump and Injectors; Vacuum Pump; Fuel Tank; Fuel Tank Sending Unit; Metal Fuel Delivery Lines; Fuel Pressure Regulator; and Fuel Tank Switching Unit/Switch. **COOLING SYSTEM:** Engine Cooling Fan and Motor; Fan Clutch; Belt Tensioner; Radiator; Heater Core; Thermostat; Blower Motor; Hot Water Valve; Engine Oil Cooler; Cooler Lines and Fittings. **SEALS & GASKETS:** Seals and Gaskets are covered only in conjunction with a repair or replacement of the above **Covered Parts**. Minor loss of fluid or seepage is considered normal and is not considered a mechanical **Breakdown** and is not eligible for **Coverage**.

PREMIER PLUS (Exclusionary)- We will pay on behalf of or reimburse **You** for the reasonable costs to repair or replace a **Breakdown** or **Failure** of **ALL OF YOUR VEHICLE'S PART(S) OR COMPONENT(S)**, including seals and gaskets, except for those components and conditions listed in the **Exclusions** section of this **Contract UNTIL your Vehicle surpasses 100,000 miles on Your Vehicle's odometer. After Your Vehicle surpasses 100,000 miles on Your Vehicle's odometer, Your Coverage will become Powertrain Plus.** The following emissions related components are also covered until Your Vehicle surpasses 100,000 miles on its odometer: Air fuel ratio sensor; Anti-knock sensor; Fuel sensor; Idle air control valve; Intake air temperature sensor; Intake manifold; Manifold air pressure (MAP) sensor; Mass air flow sensor; Oxygen sensor; Powertrain control module (PCM); Exhaust manifold; and Throttle body assembly (MFI).

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.**
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, including public recalls and factory service bulletins.**
5. **Any covered repair not authorized in advance by Us, except those Emergency Repairs, as outlined in this Contract.**
6. **Damage caused by continued operation of an impaired vehicle.**

7. 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.
8. Repairs when Your Vehicle's odometer reading does not reflect the true mileage the vehicle has been driven for whatever reason.
9. 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.
10. 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.
11. Repairs made outside of the United States and Canada.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. For any of the following parts: hoses, brake pads, brake linings/shoes, wiper blades, belts, thermostat housing, shock absorbers, carburetor, 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, 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.
18. The Costs of teardown, disassembly, or assembly when a Breakdown is not covered by this Agreement.
19. Any regular maintenance services as described and/or recommended by Your manufacturer.
20. 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.
21. 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.
22. 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.
23. 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.

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.**

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:

OPTIONAL LUXURY ELECTRONICS COVERAGE – Available on PREMIUM Coverage Only (Included in PREMIER Coverage): Navigation display unit, navigation control module, navigation system wiring harness. The following parts are specifically excluded: antennae; cables and wiring. **PHONE SYSTEM:** Charger/cradle, microphone, speakers, phone. The following parts are specifically excluded: antennae; wiring & cables. **TV/VIDEO ENTERTAINMENT SYSTEM:** LCD screen (10" or less), RF modulator, video cassette player with auxiliary inputs (No recording capability), digital video disc player, power converter. The following parts are specifically excluded: remote control; cables and wiring; headphones. **INTERNET ACCESS SYSTEMS:** Power converter, satellite receiver, satellite dish or wireless receiver (where available). The following parts are specifically excluded: wiring & cables.

COMMERCIAL USE OPTION (Mandatory as It Applies): If You have selected the **Commercial Use** Coverage Option as indicated on the **Application Page** of this Contract, See the **Commercial Use Definition** for specific eligible uses. This surcharge is mandatory as it applies. Uses that are defined as eligible commercial uses under the definitions section of this **Contract** shall negate any provisions in this **Contract** that exclude Coverage for Commercial Use. Uses not defined as eligible for **Commercial Use** under the definitions section of this contract shall not be eligible for **Coverage**.

SEALS AND GASKETS – Available on PREMIUM PLUS, POWERTRAIN ENHANCED, POWERTRAIN PLUS, and POWERTRAIN Coverage Only: 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 125,001 miles on Your Vehicle's Odometer**.

LIFT KIT OPTION (Mandatory as It Applies): If the **Application Page** shows that the **Lift Kit** option was selected, **Coverage** will be provided for **Your Vehicle** if it has oversized/undersized tires (not to exceed 6 inches greater than manufacturer's specifications), body lifts, and suspension lifts (maximum 6-inch combined lift) that are installed by the **Dealer** or Authorized dealer facility at the time of the **Vehicle** sale. **Coverage** will be provided in accordance with the terms and provisions of this **Vehicle Service Contract**. The **Odometer** must be re-calibrated to register accurate readings in order for **Your Vehicle** to be eligible for this **Coverage**. The oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions are specifically excluded from **Coverage**, and any failures caused by those oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions shall not be covered under this **Contract**.

SNOW PLOW OPTION (Mandatory as It Applies): If the **Application Page** shows that the **Snow Plow** option was selected, this **Contract** will provide **Coverage** if **Your Vehicle** is used for snow removal, provided Your Vehicle is properly equipped for such use and it is not used commercially (unless the Commercial Use option is selected on the **Application Page** of this **Contract**). The snow plow itself, and any and all other systems related to snow removal is specifically excluded from coverage under this **Contract**.

If Your Vehicle is found to be equipped with 4 X 4 / AWD, Diesel engine, Turbo/Supercharger, Hybrid, Snow Plow, or Lift Kit, 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. GUARANTEE

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 a 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

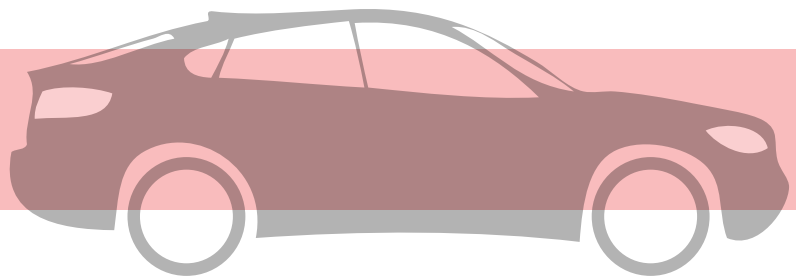
1. **You** may cancel this **Contract** at any time by notifying **Us**. You will need to mail in either a Cancellation Form, which may be obtained by going to <http://www.redautocompanies.com/redshieldcanx>, or you may mail in a notarized Letter of **Cancellation** to the **Administrator** at the following address: **RED Auto 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 and no claim has been filed, the entire **Contract** price paid will be refunded. If **You** cancel this **Contract** after thirty (30) days of purchase or if a claim has been filed, 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.
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 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 Auto Administration, INC, ATTN: Lienholder Change, 5350 College Blvd, Overland Park, KS 66211**.

SECTION X. PRIVACY POLICY

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

This Contract is Administered by:

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



SPECIAL STATE ADDENDUM

If You purchased this Service Contract in any of the following states, the provision and/or provisions in this Addendum shall supersede, replace, and override any language in the Agreement to the Contrary, where it applies for the State in which You purchased your Vehicle:

Notice to Consumers: 1) Purchase of this agreement is not required to purchase or finance a vehicle. The benefits provided may duplicate a manufacturer or seller's warranties that come automatically with every sale. You may be required by the **Selling Agent** of this coverage to pursue those warranties, which are available to **You** without this **Contract**. 2) The terms of this Written Agreement control the entire **Contract** between us. No change or modification to the written terms is valid. 3) The **Contract** is based upon information you provided to **Us** on the Application Page. Misrepresentation on the Application Page will result in an automatic cancellation of this contract and forfeiture of any refund due.

Claims will not be deducted from your net pro-rated refund due in the following states: Arizona, Arkansas, Idaho, Louisiana, Missouri, and Nevada.

The cancellation fee shall not exceed the lesser of 10% of the unearned Contract Pro-Rata Purchase Price, as stated on the Application Page or \$50.00 in the following states: Illinois, Louisiana (shall not exceed \$50.00) Missouri, North Carolina, Oklahoma, Utah and Wyoming.

Refunds will be credited within 30 days upon the processing of your Letter of Cancellation, and we shall owe a ten-percent (10%) penalty per month that a refund is not issued to You in the following states: Alabama, Maryland, Minnesota, Missouri, Nevada, New York, South Carolina, Texas, Wisconsin, and Wyoming.

We will mail you a written notice of Cancellation prior to 30 days of the date of cancellation of this Contract in Alabama, Connecticut, Mississippi, Nevada, Oregon, Utah (10 days for non-payment), Wisconsin, and Wyoming. In all other states, a notice shall be mailed upon cancellation.

The notice of cancellation shall state the effective date and the reason for cancellation in all states.

This contract may only be cancelled by us due to fraud or material misrepresentation affecting the contract in the following states: Arizona, Minnesota, Nevada (by You), Utah, Vermont (also for non-payment), Wisconsin (also for non-payment) and Wyoming.

In Alabama, the cancellation fee shall not exceed \$25.00.

In Connecticut, if this Contract is for less than one year, this Contract will be automatically extended while the vehicle is in the custody of the Authorized Repair Facility. In Connecticut, in the event a dispute or complaint arises out of this Contract, you may file a complaint with the Connecticut Insurance Department by mail at: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. There is no in-home service under this Contract

In Oklahoma, this is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **RED Auto Administration, INC is a licensed Service Warranty Association in the State of Oklahoma. Our Oklahoma Identification Number is 864712.**

In South Carolina, in the event of a dispute with the provider of this Contract, you may contact the South Carolina Department of Insurance, Capitol Center 1201 Main Street, Suite 1000, Columbia, South Carolina 29201 or (800) 768-3467. This agreement is not an insurance contract.

In Utah, this service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

In Wisconsin, the cancellation fee shall not exceed 10% of the provider fee. In Wisconsin, if this **Contract** is cancelled by **Us** for a reason other than non-payment of the provider fee, **You** shall be entitled to 100% of the unearned pro-rata fee less any claims paid. In Wisconsin, **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

