

4. Repairs covered under the original manufacturer's warranty whether or not that warranty was transferred to You. Any cost, repair, replacement or benefit for which the manufacturer has announced its responsibility through any means including recalls or service bulletins.
5. Repairs beyond those required to correct a Breakdown.
6. Any covered repair not authorized in advance by Us.
7. Damage caused by continued operation of an impaired Vehicle.
8. Damage caused by towing the Vehicle in a manner not consistent with the manufacturer's recommendations.
9. Overloading the Vehicle beyond the manufacturer's recommended capacity.
10. Repairs when Your Vehicle's odometer reading does not reflect the true mileage the Vehicle has been driven for whatever reason.
11. A Breakdown caused by the failure of a Seal and/or Gasket.
12. A Breakdown caused by or involving modifications, alterations or additions to Your Vehicle unless those modifications, alterations or additions were performed by or recommended by the original Vehicle manufacturer.
13. A Breakdown caused by or related to towing a trailer or another vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.
14. Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, contamination, rust, corrosion, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance.
15. Repairs made outside the United States and Canada.
16. Repairs required because of: fraud, collision, abuse, negligence, neglect, misuse, abuse, road hazard, racing, off-road use, vandalism, riot, theft, flood, fire, war, acts of God or, loss that is normally covered by Casualty Insurance.
17. The Cost of teardown, disassembly or assembly when a Breakdown is not covered by this Agreement.
18. Repairs that are covered under a repairer's guarantee or another service agreement provider's coverage.
19. Incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, or attorney fees.
20. Service adjustments and cleaning, reprogramming not related to the repair of a covered Breakdown, alignment not related to a covered Breakdown. Air conditioning recharge, refrigerant, coolant, lubricants, fluids not related to the repair of a covered component. Emission tests unless required for the repair of a covered Breakdown, manual clutch disc/pressure plate, pilot and throw out bearing and clutch slave cylinder. Freight charges, shop supply charges, miscellaneous charges, document charges, hazardous waste charges, repairs to retrofit or replace components due to compliance with any law or legislation.

WE EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNDER THIS AGREEMENT. (Except that this statement is deleted in its entirety in the state of Washington.)

B. Where permitted by State Law, (See State Requirements) this Agreement provides no benefits or coverage and We have no obligation under this Agreement if:

1. The Vehicle odometer fails to register or record actual mileage for any reason while owned by You.
2. You rent Your Vehicle to someone else.
3. Your Vehicle is used for business, deliveries, construction, commercial hauling, postal service, taxi, police or other emergency services.
4. Your Vehicle is used for snow plowing, competition, or speed events.
5. Your Vehicle is modified from the Vehicle manufacturer's original specifications regardless of who or when the modifications were made.
6. You make fraudulent representations to obtain this Agreement or present a claim under this Agreement.
7. Your Vehicle is identified as salvaged due to flood damage, flood damaged, where the odometer reading is beyond mechanical limits.

Limit of Liability: The maximum retail labor rate for repairs is one hundred dollars (\$100.00) per hour. The limit of liability per covered component is as follows: a. ENGINE AND WATER PUMP - Three thousand dollars (\$3,000.00); b. TRANSMISSION - Two thousand dollars (\$2,000.00); c. TRANSFER CASE- One thousand five hundred dollars (\$1,500.00); and d. OPTIONAL COVERAGE (WHICH SELECTED DRIVE AXLE- one thousand five hundred dollars (\$1,500.00).

Subrogation: If You receive benefits under this Agreement, You will be entitled to Your rights to recover against any manufacturer, insurance company or service agreement provider who may be responsible to You for Costs covered under this Agreement or any payments made by Us. In all states except California, if We ask, You agree to cooperate with Us in any matter concerning this Agreement or, to enforce Our rights.

Arbitration: You agree that any claim, dispute or controversy relating to this Agreement or the relationships which result from this Agreement, no matter against whom made, including the applicability of this Arbitration provision and the validity of the entire Agreement, shall be resolved by neutral binding arbitration by the American Arbitration Association, under the Arbitration Rules in effect at the time the claim is filed. Any arbitration hearing at which You appear will take place at a location near Your residence and formal rules of the American Arbitration Association may be obtained and all claims shall be filed at any office of the American Arbitration Association or at Corporate Headquarters, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Telephone: (877) 495-4185; website: www.adr.org. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION. This Arbitration provision is deleted in its entirety in California, Florida, Georgia, Mississippi, Nebraska, Nevada, New Hampshire, Oklahoma, Oregon and Wyoming.

Agreement Period:

Standard Coverage Term: Coverage begins 45 days AND 1,000 miles from the date that the Agreement was purchased and expires upon the passing of the number of months specified above or the number of miles (Current Mileage shown in Section 1 plus 1,000 plus mileage show in TERM SELECTED), whichever occurs first.

High Mileage Coverage Term: Coverage begins 45 days and 1,000 miles from the date that the Agreement was purchased and expires upon the passing of the number of months specified above or the Vehicle's odometer reaching 250,000 miles, whichever occurs first.

Optional Day One Coverage Term: This coverage term will begin on the Agreement purchase date and expire after the passing of the waiting period under this Agreement.

Cancellation: In the event Your Vehicle is repossessed, declared a total loss, or, You give notice of cancellation, the Agreement shall terminate. You may cancel this Agreement.

1. To request a cancellation, submit written notification immediately to the Selling Dealer or Administrator including the following: 1) the Agreement Number, 2) Vehicle Identification Number, and 3) a signed notarized statement certifying the current Vehicle odometer reading.
2. If Your Vehicle and this Agreement have been financed, the lienholder may cancel this Agreement for non-payment, or if Your Vehicle has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the lienholder and the lienholder is also entitled to any resulting refund. In the event of a cancellation, the lienholder, if any, will be named on the refund check and, in the event of a cancellation upon repossession, the sole payee.

