

TERMS AND CONDITIONS

A. WHAT IS COVERED

For convenience, **Covered Components** are categorized by associated vehicle systems (or by vehicle type). Only those items listed after each sub-category are covered, subject to the terms and conditions of this **Service Contract** in accordance with the coverage and surcharges selected. If a **Covered Component Fails** during the term of this **Service Contract**, the **Administrator** will pay for the repair or replacement of the **Covered Component**, subject to the terms and conditions herein.

NOTE: SOME COMPONENTS OR SYSTEMS MAY REQUIRE A SURCHARGE FOR COVERAGE TO APPLY, AS INDICATED BY THE SYMBOLS BELOW:

- * **SOME ENGINES REQUIRE A SURCHARGE FOR COVERAGE TO APPLY (PLEASE VIEW "SURCHARGES AND OPTIONS" ON THE FIRST PAGE FOR ANY APPLICABLE SURCHARGES).**
- † **SURCHARGE REQUIRED FOR COVERAGE ON TURBOCHARGER/SUPERCHARGER (OEM ONLY) COMPONENTS.**
- ★ **THE 4WD/AWD SURCHARGE IS REQUIRED FOR COVERAGE ON THE TRANSFER CASE (OR ALL-WHEEL DRIVE MECHANISM) AND 2ND DIFFERENTIAL COMPONENTS.**

1. POWERTRAIN COVERAGE

Powertrain Coverage includes coverage for the following:

- * **ENGINE COMPONENTS:** Oil Pump, Distributor Shaft and Housing, Harmonic Balancer, Valve Covers, Timing Cover, Water Pump, Intake Manifold, and all the internal **Lubricated Parts** of the Engine. The Engine Block and Heads are covered only if damaged by the **Failure** of an internal **Lubricated Part**.

NOTE: Engine components listed in this section are also covered in select PHEV with internal combustion engines used solely to charge the battery.

- † **TURBOCHARGER/SUPERCHARGER (OEM ONLY) COMPONENTS:** All internal **Lubricated Parts** of the Turbocharger/Supercharger. The Housing is covered only if damaged by the **Failure** of an internal **Lubricated Part**.

TRANSMISSION COMPONENTS (Automatic & Manual): Torque Converter, Vacuum Modulator, and all of the internal **Lubricated Parts** of the Transmission. Covers, Pans, and Cases are covered only if damaged by the **Failure** of an internal **Lubricated Part**.

- ★ **TRANSFER CASE COMPONENTS:** All internal **Lubricated Parts** of either 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**.

- ★ **FRONT AND REAR DIFFERENTIAL COMPONENTS:** Axle Shafts, Constant Velocity Joints, Propeller Shaft, and all of the internal **Lubricated Parts** of the Differential. The Differential Case is covered only if damaged by the **Failure** of an internal **Lubricated Part**.

HYBRID, PLUG-IN HYBRID ELECTRIC VEHICLE (PHEV), ALL-ELECTRIC VEHICLE, and FUEL CELL VEHICLE COMPONENTS: Generator Motor Assembly, Drive Motor Assembly, and Traction Motor Assembly.

SEALS & GASKETS: Seals & Gaskets coverage applies only to **Covered Components**.

2. CLASSIC COVERAGE

Classic Coverage includes all of the components listed in "Powertrain Coverage" according to the stipulations therein, plus the following:

STEERING COMPONENTS: Manual and Power Steering Gear Assembly, Control Valve and Rack Assembly, Power Steering Pump, Steering Column Main and Intermediate Shafts, Cooler, Pitman Arm, Idler Arm, Tie Rod Ends, Couplings, and Drag Link.

FRONT AND REAR SUSPENSION COMPONENTS: Upper and Lower Control Arms, Control Arm Shafts and Bushings, Upper and Lower Ball Joints, Stabilizer Shaft Linkage and Bushings, Spindles, and Spindle Supports.

BRAKE COMPONENTS: Master Cylinder, Power Assist Booster and Valve, Wheel Cylinders, Calipers, Combination Valve, Steel Lines and Fittings, Self-Adjusters, and Parking Brake Linkage and Cables. **NOTE:** this level of coverage does not include the ABS system.

ELECTRICAL COMPONENTS: Alternator, Voltage Regulator, Starter Motor, Starter Drive, Starter Solenoid, Front Wiper Motor (including internal Circuit Board), Relay and Delay Switches, Manually Operated Switches, and Wiring Harnesses.

FACTORY AIR CONDITIONING AND HEATING COMPONENTS: Compressor, Clutch, Clutch Coil and Pulley, Orifice Tube, Condenser, and Evaporator.

HYBRID, PLUG-IN HYBRID ELECTRIC VEHICLE (PHEV), ALL-ELECTRIC VEHICLE, and FUEL CELL VEHICLE COMPONENTS: Onboard Battery Charging System and Battery Isolator.

SEALS & GASKETS: Seals & Gaskets coverage applies only to **Covered Components**.

3. HIGH-TECH COVERAGE

High-Tech Coverage includes coverage for all of the components listed in "Powertrain Coverage" and "Classic Coverage" according to the stipulations therein, plus the following items:

FRONT AND REAR SUSPENSION COMPONENTS: MacPherson Style Struts, Chapman Style Struts, Shackles Bushings and Eye Bushings, Leaf and Coil Springs, Leaf and Coil Spring Bushings, Torsion Bars, Wheel Bearings, Automatic Leveling Unit Compressor, Level Sensor, and Limiter Valve.

ELECTRICAL COMPONENTS: Rear Wiper Motor, Heater Blower Motor, Factory Installed Sunroof Motor, Convertible Top Motor, Power Antenna (motor only), Remote Keyless Entry Module, Cruise Control Servo, Cruise Control Module and Transducer, Compass, Thermometer, Electronic Control Module, Oxygen Sensor, Ignition Module, Igniter, Electronic Instrument Cluster and Circuit Board, Power Window Motors/Regulators, Power Door Locks, Power Seat Motors, and Speedometer Head.

ANTI-LOCK BRAKE (ABS) COMPONENTS: Electronic Control Unit, Anti-Lock Computer Module, Wheel Speed Sensors/Exciters, Proportioning Valves, High Pressure Hydraulic Pump, Electro-Hydraulic Proportioning Control Valves, and Accumulator.

FACTORY AIR CONDITIONING AND HEATING COMPONENTS: Expansion Valve, POA Valve, Drier, Accumulator, Hi-Low Pressure Cut-Off Switch, Ducts and Outlet Hoses, and Automatic Temperature Control Programmer.

COOLING COMPONENTS: Radiator, Fan Clutch, Fan Blade, Cooling Fan Motors, and Heater Core.

FUEL DELIVERY COMPONENTS: Fuel Injector Metering Pump, Fuel Pump, Fuel Injectors, Fuel Distributor, Diesel Injection Pump, Fuel Tank, Metal Fuel Lines, Fuel Sending Unit.

INTERIOR/EXTERIOR COMPONENTS: Glove Box Door and Hinge, Seat Tracks, Interior and Exterior Door Handles, Door Hinges, Map/Courtesy Light Assembly, and Hood/Trunk Gas Struts.

HYBRID, PLUG-IN HYBRID ELECTRIC VEHICLE (PHEV), ALL-ELECTRIC VEHICLE, and FUEL CELL VEHICLE COMPONENTS: Battery Temperature Sensor, Inverter Water Pump, Blower Motor, Inverter Assembly, Converter Assembly, Hydraulic or Electric Regenerative Braking System, Motor Controller Unit (MCU), and the Power Electronics Module (PEM).

SEALS & GASKETS: Seals & Gaskets coverage applies only to **Covered Components**.

4. ELITE COVERAGE

If You selected Elite Coverage and selected and paid for all applicable surcharges and options for **Your Vehicle**, this **Service Contract** will cover necessary repairs to ALL of the mechanical and electrical parts of **Your Vehicle**, except those items listed under "WHAT IS NOT COVERED."

5. WRAP COVERAGE

If You selected Wrap Coverage and selected and paid all applicable surcharges and options for **Your Vehicle**, this **Service Contract** will cover necessary repairs to ALL of the mechanical and electrical parts of **Your Vehicle**, except those items listed under "WHAT IS NOT COVERED." Additionally, Wrap Coverage specifically excludes all components listed for coverage under the manufacturer's powertrain warranty.

NOTE: Wrap policies are non-transferable unless the factory powertrain coverage is transferred in conjunction with this **Service Contract**.

6. CERTIFIED WRAP COVERAGE

If You selected Certified Wrap Coverage and selected and paid all applicable surcharges and options for **Your Vehicle**, this **Service Contract** will cover necessary repairs to ALL of the mechanical and electrical parts of **Your Vehicle**, except those items listed under "WHAT IS NOT COVERED." Additionally, Certified Wrap Coverage specifically excludes all components listed for coverage under the factory certified warranty. Examples of certified warranty components include engine, transmission, transfer case, and front and rear differential assemblies.

NOTE: Certified Wrap policies are non-transferable unless the factory certified warranty is transferred in conjunction with this **Service Contract**.

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.

PLEASE CALL 1-888-888-8888 FOR AUTHORIZATION AND INSTRUCTIONS.

7. DIESEL WRAP COVERAGE

If **You** selected Diesel Wrap Coverage and selected and paid all applicable surcharges and options for **Your Vehicle**, this **Service Contract** will cover necessary repairs to ALL of the mechanical and electrical parts of **Your Vehicle**, except those items listed under "WHAT IS NOT COVERED." Additionally, Diesel Wrap Coverage specifically excludes all components listed for coverage under the factory diesel warranty.

NOTE: Diesel Wrap policies are non-transferable unless the factory diesel warranty is transferred in conjunction with this **Service Contract**.

B. **ADDITIONAL BENEFITS**

NOTE: ADDITIONAL BENEFITS ARE NOT SUBJECT TO ANY DEDUCTIBLE.

1. TRAVEL EXPENSE REIMBURSEMENT

If **Your Vehicle** sustains a **Mechanical Breakdown** resulting in a **Covered Repair**, then **You** may qualify for travel expense benefits for up to \$30 per day, with a 5 day maximum, not to exceed \$150 per repair visit. **Your** travel expense benefits are contingent on the labor time required to replace/repair **Covered Components** authorized by the **Administrator**. The **Administrator** will use factory labor guides or industry recognized flat-rate manuals to determine the required repair time. However, this repair time specifically excludes the downtime waiting for parts or any other delays beyond the control of the **Selling Company, Licensed Repair Facility**, or the **Administrator**. The labor time necessary for travel expense benefits is as follows: 1 to 8 hours = 1 day, 8.1 to 16 hours = 2 days, 16.1 to 24 hours = 3 days, etc. **Your** travel expense benefits will not continue beyond the day the repairs are completed. This benefit must be applied to rental vehicles, taxi services, public transportation, or incorporated ridesharing services, and may not be applied to any other use. Travel Expense Reimbursement may not be applied to share-the-expense carpools. All rental vehicles must be rented from the **Selling Company** or a licensed car rental facility. **You** must provide legible and verifiable receipts that include the name of the transportation provider in order to receive travel expense reimbursement. Verifiable electronic receipts will also be accepted. Handwritten receipts will not be accepted under any circumstance.

2. TOWING

If **Your Vehicle** sustains a **Mechanical Breakdown** resulting in a **Covered Repair**, then **We** will reimburse **You** for reasonable towing charges that **You** incur to have **Your Vehicle** towed to an authorized **Licensed Repair Facility**, not to exceed \$100 per repair visit. This benefit does not apply if towing assistance is acquired through the Roadside Assistance provisions listed below.

3. TRIP INTERRUPTION

If **You** are more than 100 miles from **Your** home and **Your Vehicle** is in need of **Emergency Repairs**, then **You** may qualify for Trip Interruption benefits, which include lodging and meal reimbursement for up to \$75 per day, with a 3 day maximum, not to exceed \$225 per repair visit. This benefit applies when a **Licensed Repair Facility** must keep **Your Vehicle** overnight to repair **Your Vehicle**, but does not extend beyond the day the repairs are completed. For lodging and meal reimbursement, please save all receipts and contact the **Administrator** for instructions (1-888-888-8888). Receipts must be legible and verifiable. Handwritten receipts will not be accepted. The Trip Interruption benefit is available only where allowed by law.

4. ROADSIDE ASSISTANCE

The services listed below are available to **You**, with a maximum of \$100 per service per occurrence. However, if **You** seek roadside assistance for any services other than towing through a different telephone number than the one listed below, then **You** will be required to pay for that assistance and will not be reimbursed. **NOTE:** If **Your Vehicle** is a **Hybrid, PHEV, All-Electric Vehicle, Fuel Cell Vehicle**, or other alternative fuel vehicle (non-gasoline or non-diesel vehicle, such as hydrogen or natural gas), the roadside technician may not be able to perform all of these services for **Your Vehicle**.

- **TOWING ASSISTANCE:** If **Your Vehicle** is disabled and in need of a tow, Roadside Services will dispatch a towing provider to **Your** location.
- **BATTERY JUMP-START:** If **Your Vehicle** will not start because the battery is dead, Roadside Services will dispatch a service provider to apply a jump-start in an attempt to start **Your Vehicle**.
- **FLAT TIRE ASSISTANCE:** If **Your Vehicle** has a flat tire, Roadside Services will dispatch a service provider to remove the flat tire and replace it with **Your** properly inflated spare tire.
- **LOCKOUT ASSISTANCE:** If **Your** keys are accidentally locked inside **Your Vehicle**, Roadside Services will dispatch a service provider to assist **You** in gaining entry to the **Vehicle**. **You** will be required to show proper identification.
- **FUEL, OIL, FLUID and WATER DELIVERY:** If **Your Vehicle** is in immediate need, Roadside Services will dispatch a service provider to supply an emergency supply of fuel, oil, fluid, and water. **You** are responsible for the cost of fuel, oil, and water when it is delivered. However, certain fuel types such as hydrogen and natural gas will not be provided through this service.

**NO ROADSIDE SERVICE MAY BE DUPLICATED WITHIN 72 HOURS OF THE INITIAL REQUEST.
FOR EMERGENCY ROADSIDE ASSISTANCE, CALL TOLL-FREE 1-888-888-8888.**

C. **OPTIONS**

The following options are available at the time this **Service Contract** is sold. Please see descriptions below.

1. AUTONOMOUS DRIVING SYSTEMS

If **You** selected and paid for the Autonomous Driving Systems Option, as indicated on the first page of this **Contract**, the following **Autonomous Driving Systems** components will be covered, subject to the terms and conditions of this **Contract**: Global Positioning (GPS) unit, LiDAR (Light Detection and Ranging) systems, Ultrasonic Sensors, Odometry Sensors, Autonomous Driving Computer, Video Cameras, and Radar Sensors.

2. LIFTED/LOWERED VEHICLE (UP TO 8")

If **You** selected and paid for the Lifted/Lowered Vehicle (Up to 8") Option and **Your Vehicle** is street legal in the state where **You** reside, **Covered Component Failures** in **Vehicles** lifted or lowered up to 8" will be covered, subject to the terms and conditions herein. **NOTE:** All parts used to lift or lower the **Vehicle** are not covered in any instance.

3. TRAVEL EXPENSE REIMBURSEMENT UPGRADE

If **You** selected and paid for the Travel Expense Reimbursement Upgrade Option, **Your** travel expense benefits will increase from \$30 per day to \$50 per day, with a 6 day maximum, not to exceed \$300 per repair visit. All other stipulations listed in the "Travel Expense Reimbursement" subsection under "Additional Benefits" still apply. The Travel Expense Reimbursement Upgrade Option may be added to any level of coverage. The Travel Expense Reimbursement Upgrade Option is not subject to any deductible.

D. **MAINTENANCE AND RECORDS**

To obtain the benefits provided by this **Service Contract**, **Covered Components** must be maintained at a **Licensed Repair Facility** in accordance with the **Covered Component** manufacturer's recommendations. Failure to follow the manufacturer's service guidelines may result in denial of coverage.

Proper documentation and verifiable receipts for all relevant maintenance and repairs may be required in the event of a claim. Receipts must reflect proper **Vehicle** documentation (i.e. year, make, and model), the complete **Vehicle** Identification Number, the current mileage of the **Vehicle** at the time of repair, and the date the service was performed. Handwritten receipts will not be accepted. If a **Failure** is consistent with lack of proper maintenance, yet **You** are able to produce relevant maintenance records demonstrating proper maintenance in accordance with manufacturer requirements, the claim will not be denied. At no time will lack of maintenance records be the sole reason for claim denial.

E. **LIMITS OF LIABILITY**

Repairs covered by this **Service Contract**, per repair visit, are limited to the Actual Cash Value (ACV) of the **Vehicle** immediately prior to the **Breakdown** (The ACV is the "clean trade-in" value as determined by the most recent edition of the regional NADA guide). The total of all benefits that will be paid under this **Service Contract** will not exceed the price paid for the **Vehicle** by the original purchaser of this **Service Contract**. There may be other monetary limits for specific systems or components, as noted in the appropriate section. **Our** liability for incidental and consequential damages including, but not limited to personal injury, physical damage, property damage, loss of **Vehicle** use, loss of time, inconvenience and commercial loss resulting from the operation, repair, maintenance or use of this **Vehicle** is expressly excluded. Once the aggregate limit of liability for the life of this **Contract** has been reached, this **Contract** and all benefits, including transfer and cancellation rights, terminate.

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-888-888-8888 FOR AUTHORIZATION AND INSTRUCTIONS.**

F. WHAT IS NOT COVERED

In accordance with the terms and conditions of this Contract, any part not specifically listed under "WHAT IS COVERED" is not covered. There may also be specific exceptions related to any surcharge or option You selected, as described in the corresponding sections. In addition, this Service Contract does not cover the following items.

1. Any repair that has not received prior authorization from the Administrator. This exclusion does not apply to Emergency Repairs.
2. The repair or replacement of any component that was not operating properly in accordance with manufacturer's specifications at the time this Service Contract was sold (i.e. pre-existing conditions).
3. Any Vehicle with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, fire, or gray market).
4. Any Vehicle that has been repurchased by or had its price renegotiated with the manufacturer. Any Vehicle that has had the manufacturer's warranty revoked, voided, or cancelled; or any Vehicle that never came with a manufacturer's warranty.
5. The repair, modification, or replacement of any component that has not Failed, as defined by this Contract.
6. The repair, retrofit, or replacement of any component required for compliance by any local, state, or federal law or legislation.
7. Damage due to the alteration, modification, or use of Your Vehicle in a manner not recommended by the manufacturer, including the use of "non-stock" or modified parts. Failures caused by modified suspensions are not excluded if the Lifted/Lowered Vehicle (Up to 8") Option was available, selected, and paid at the time this Contract was sold, but all parts used to lift or lower the Vehicle are not covered in any instance.
8. Any Mechanical Breakdown covered by an insurance entity, the manufacturer's warranty or recall; or any component with a warranty or "repairer's guarantee" through a Licensed Repair Facility. Additionally, if an insurance entity, the manufacturer, or Licensed Repair Facility notifies You that they will monetarily participate in a repair that has been authorized and paid by Us, then We will exercise Our right to recover the respective amount.
9. Any Vehicle with an odometer that has been tampered with, altered, disconnected, or not maintained. You may be required to provide an odometer statement at the time of sale of this Service Contract. Misrepresentation of the odometer reading either before or during the term of this Contract may render this Contract voidable.
10. Any Mechanical Breakdown or Failure caused by (a) Wear and Tear; (b) lack of proper manufacturer-required maintenance; (c) overheating, regardless of the cause of overheating; (d) incorrect, contaminated, or inadequate amounts of coolant, lubricants, or fluids; (e) accidental loss or damage, impact, collision or upset, falling missiles or objects, rust, corrosion, fire, theft, larceny, explosion, lightning, earthquake, wind storm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion; or (f) DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED VEHICLE.
11. Cosmetic damage or cosmetic related repairs (e.g. scratches, nicks, dents, or tears).
12. Body components or repairs related to the body of the Vehicle (e.g. bumpers, lenses, glass, paint, convertible or vinyl tops, sheet metal, outside ornamentation, frame or structural body parts, air or water leaks, wind noise, weather strips, squeaks or rattles, trim, upholstery, carpet, or mats).
13. Electronic components that were not originally installed by the manufacturer (i.e. non-OEM components) including the following: audio/video equipment and accessories, navigational systems, security systems, and electronic transmitting/receiving devices.
14. The following, unless required in conjunction with a Covered Repair: upgrades, adjustments, alignments, oil, fluids, greases, lubricants, or refrigerant.
15. Any expenses associated with shop supplies, materials charges (i.e. miscellaneous items not directly associated with a covered repair), hazardous waste charges, diagnosis time (where a Covered Mechanical Breakdown has not occurred), freight charges, or storage charges.
16. Snow plows, snow plow equipment, and snow plow accessories.
17. The repair or replacement of the following: (a) batteries and battery cables; (b) catalytic converters; (c) tires, wheels/rims, and shock absorbers; (d) fasteners, nuts, bolts, clips, screws; (e) fuses and bulbs; (f) safety restraint systems (including air bags); (g) brake linings, rotors, and drums; (h) sealed beams and LED or HID headlamp assemblies; (i) wiper blades, hoses, molded rubber, and rubber-like items; (j) clutch disc and linings, clutch pressure plate, clutch throw-out bearings, pilot bearings; (k) bent shift forks, stretched timing chains; and (l) cellular phones.
18. All exhaust and emissions components, unless Elite coverage was selected and paid for at the time of sale, in which case only the following components will be covered, and only outside the emissions warranty period: Air Pump, Barometric Pressure Sensor, Canister Purge Solenoid, EVAP Purge Canister, EVAP Leak Detection Pump and Valve, EVAP Vent Valve, Deceleration Valve, EGR Valve, EGR Solenoid, DPFE Sensor, EGR Controller, EGR Diverter Valve, EGR Relay, Purge Valve, EGR Position Sensor, EGR Lines, EGR EFE Thermal Vacuum Switch, EGR/EFE Valve, Engine Oil Fill Cap, Fuel Fill Cap, Fuel Fill Neck Restrictor, Fuel Tank Pressure Sensor, Fuel Tank Vent Valve, Fuel Temperature Sensor, MAP Sensor, Mass Air Flow Sensor, PCV Sensor, Air Injection Control Valve, Air Injection Check Valve, Air Injection Pump, Air Injection Relay.
19. Maintenance services and parts required by the manufacturer's maintenance schedule for Your Vehicle. NOTE: During the term of this Contract, it may become necessary to (a) replace spark/glow plugs and wires, timing belts, drive belts, distributor caps and rotors, and filters; (b) adjust belts, ignition, transmission bands, or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; (d) replace the battery of the key fob or remote; and (e) maintain or replace items not specifically covered under this Contract. These aforementioned services and replacements are Your responsibility. Costs for these services and parts are not covered by this Contract.
20. Failures caused by carbon build-up.
21. Any losses resulting from delays, labor strikes, loss of time, inconvenience, or other causes beyond the control of the Administrator Obligor or Licensed Repair Facility.
22. The repair or replacement of any Covered Component that has been damaged by a non-Covered Component or an improper repair.
23. The repair or replacement of any non-Covered Component damaged as a result of the Failure of a Covered Component.
24. Vehicles registered outside of the contiguous United States, Alaska, or Hawaii.
25. Vehicles needing repairs or replacements outside of the contiguous United States, Alaska, Hawaii, or Canada.
26. Roadside service on roads not regularly maintained, such as roads (or sections of road) extending into or running through beaches, fields, forests, and areas designated as inaccessible or impassable due to construction.
27. Vehicles used for exhibition, racing, competitive driving, municipal services, professional emergency services, police services, or towing loads weighing in excess of Vehicle manufacturer's specifications.
28. The repair or replacement of engine valves, valve guides, valve seals, and/or piston rings, if the purpose of such repair(s) is simply to raise the compression of the engine, increase performance, or to reach acceptable oil consumption.
29. Incidental or consequential damages resulting directly from an Autonomous Driving System malfunction.
30. Any item listed under Autonomous Driving Systems, unless the Autonomous Driving Systems Option was selected and paid for at the time of sale.
31. Key fobs, unless You select Elite coverage, in which case coverage is limited to one replacement for the term of the Contract, when a Failure has occurred.
32. The Fuel Cell of a Fuel Cell Vehicle is not covered in any instance.
33. Breakdown or damage caused by neglecting to follow proper charging procedures or use of incompatible charging devices for Your Vehicle.

G. WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN

1. Take immediate action to prevent further damage to Your Vehicle. Any damage resulting from continued operation of an impaired Vehicle will constitute failure to protect Your Vehicle and will not be covered under this Service Contract.
2. If You are within a 50 mile radius of the Selling Company, all repairs or replacements under this Service Contract must be performed by the Selling Company's Licensed Repair Facility. If You are outside a 50 mile radius of the Selling Company, or the Selling Company does not have a Licensed Repair Facility, then You may deliver Your Vehicle to the Licensed Repair Facility of Your choice. Ensure that any facility You choose is willing to perform repairs according to the terms and conditions of this Service Contract. If necessary, We reserve the right to relocate Your Vehicle at Our expense to a Licensed Repair Facility of Our choice.
3. Present this Contract to the Selling Company or Licensed Repair Facility. The Administrator may also require You to provide the Licensed Repair Facility with proof of all relevant maintenance as expressed under "MAINTENANCE AND RECORDS".
4. Ensure that the Licensed Repair Facility contacts the Claims Department for instructions prior to any repairs, as authorization must be obtained from the Administrator before starting any teardown or repairs. The Claims Department can be reached at 1-888-888-8888.
5. If Emergency Repairs are required, deliver Your Vehicle to a Licensed Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, report the repairs to the Administrator at 1-888-888-8888. The Administrator will determine the reimbursement eligibility in accordance with the terms and conditions of this Service Contract.
6. In all instances, if Your repair is a Covered Repair, then You are required to pay the Selling Company or Licensed Repair Facility the deductible amount reflected on the first page of this Contract. In addition, You are also required to pay for anything not authorized by the Administrator.

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.

PLEASE CALL 1-888-888-8888 FOR AUTHORIZATION AND INSTRUCTIONS.

H. WHAT THE ADMINISTRATOR WILL DO WHEN A CLAIM IS REPORTED

The Administrator will determine the extent of coverage, subject to the terms and conditions of this Contract. To that end, the Administrator will verify the Mechanical Breakdown with the Licensed Repair Facility, verify coverage, determine the Cost of the repair, and authorize the claim for any Covered Repairs (The claim is not approved unless authorization numbers are given to the Licensed Repair Facility).

NOTE: (1) At the sole discretion of the Administrator, a Covered Part may be replaced with new parts, remanufactured parts, or with used parts of like kind and quality.

(2) We reserve the right to inspect Your Vehicle to verify a Failure(s). In addition, if a dispute arises between the Licensed Repair Facility and Us, We reserve the right to relocate Your Vehicle to a Licensed Repair Facility of Our choice at Our expense. In the event the Administrator determines that a repair in question is not a Covered Repair, then You are responsible for any cost incurred.

I. STATE TAXES

Sales tax on Covered Repairs will be paid in accordance with the regulations of the Taxing Authority in the state where Your Vehicle has been repaired.

J. DEFINITIONS

- **ACTUAL CASH VALUE:** The "clean trade-in" value as determined by the most recent edition of the regional NADA Guide.
- **ADMINISTRATOR, ADMINISTRATOR OBLIGOR, OUR, US, and WE:**
- **ALL-ELECTRIC VEHICLE(S):** A vehicle that is propelled by an electric motor and contains no internal combustion engine.
- **AUTONOMOUS DRIVING SYSTEM(S):** Hardware and software specifically related to a vehicle's spatial orientation, navigation, and guidance when not operated by a human being.
- **COST:** The customary and reasonable charges for parts and labor necessary to repair or replace Covered Components. These charges are subject to the Administrator's approval and will not exceed either the manufacturer's suggested retail (list) price for parts or the labor allowances derived from industry recognized flat-rate manuals. The maximum dollar amount per labor hour will not exceed the posted customer pay rate of the repairing facility or the average labor rate charged by similar facilities in the same zip code, whichever is less.
- **COVERED BREAKDOWN or COVERED MECHANICAL BREAKDOWN:** Breakdown that is covered by this Contract.
- **COVERED PART(S) and COVERED COMPONENT(S):** Any part of the Vehicle listed herein as a Covered Part/Component and not excluded from coverage by this Contract.
- **COVERED REPAIR:** A repair to a Covered Part/Component approved by the Administrator.
- **EMERGENCY REPAIRS:** Repairs made outside of Administrator's business hours, which, if not performed, would render Your Vehicle inoperable or unsafe to drive.
- **FINANCE COMPANY:** Any financial institution providing financing for the purchase of this Service Contract.
- **FUEL CELL:** A device that converts the chemical energy from a fuel (generally hydrogen) into electricity, which powers a Fuel Cell Vehicle's electric motor.
- **FUEL CELL VEHICLE:** A vehicle that uses a Fuel Cell instead of – or in combination with – a battery to power its electric motor.
- **HYBRID(S), HYBRID VEHICLE(S), HYBRID ELECTRIC VEHICLE(S), (HEV):** A vehicle that is equipped with -- and is propelled alternately by -- both an internal combustion engine and an electric motor.
- **IN-SERVICE DATE:** The date the Vehicle first went into service and the manufacturer's new vehicle warranty begins (e.g. the date the original owner purchased the Vehicle or the date the Vehicle was first placed into service as either a rental vehicle, demonstration vehicle, or vehicle used for other purposes).
- **LICENSED REPAIR FACILITY:** Any automotive repair facility that has been licensed to perform automotive repairs by the state in which it operates and employs a technician qualified to make repairs on Your Vehicle.
- **LUBRICATED PART:** A part that requires lubrication to function correctly.
- **MECHANICAL BREAKDOWN, BREAKDOWN, FAILED, FAILS, or FAILURE:** The inability of any Covered Component(s) that has received proper maintenance, as prescribed by Your Vehicle's manufacturer, to function in the manner for which it was designed. This inability must be the result of defective material or faulty workmanship, not due to Wear and Tear. In addition, a Failed part must be outside the allowable tolerances prescribed by the manufacturer to be deemed a Failure.
- **PLUG-IN HYBRID ELECTRIC VEHICLE(S), (PHEV):** An HEV that contains a battery that can be recharged from an external source. In addition, the internal combustion engine of some PHEV may be used solely to charge the battery.
- **SELLING COMPANY:** The entity identified on the first page of this Contract from whom You purchased this Service Contract.
- **SERVICE CONTRACT or CONTRACT:** This document in its entirety.
- **VEHICLE:** The Vehicle identified on the first page of this Contract.
- **WEAR AND TEAR:** The gradual reduction in component performance through normal or excessive usage.
- **YOU, YOUR, CONTRACT HOLDER, MY, and I:** The person(s) whose name is listed as the purchaser(s) of this Service Contract.

K. LENDER-SPECIFIC PROVISIONS

If You obtained financing through Toyota, within the "ADDITIONAL BENEFITS" section of this Contract, the following sentence(s) is amended: "If Your Vehicle sustains a Mechanical Breakdown resulting in a Covered Repair, then You may qualify for travel expense benefits for up to \$30 per day, with a 5 day maximum, not to exceed \$150 per repair visit. This benefit applies only when Your Vehicle must be kept in a repair facility overnight for a Covered Repair. This benefit will begin on the day that the approved repair begins, and will not continue beyond the day the repairs are completed. This benefit must be applied to rental vehicles, taxi services, public transportation, or incorporated ridesharing services, according to provisions outlined in the 'Travel Expense Reimbursement' subsection of 'ADDITIONAL BENEFITS,' and may not be applied to any other use."

L. CANCELLATION

Cancellation by the Finance Company

You hereby authorize the Finance Company to cancel this Contract on Your behalf in the event: (1) Your Vehicle is repossessed, (2) Your Vehicle is declared a total loss, or (3) You default in Your obligations to the Finance Company. In addition, You authorize the Finance Company to be listed as a joint payee and to receive any refund in the event this Contract is cancelled.

Cancellation by the Administrator

The Administrator may cancel this Contract for material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, or for non-payment of the Service Contract price.

Cancellation by the Contract Holder

You may cancel this Service Contract at any time by notifying the Selling Company or Administrator in writing. This notification must include this Service Contract. A notarized statement indicating the actual mileage (odometer reading) of Your Vehicle on the date of the cancellation request may also be required.

Cancellation Provisions

The following applies whether the Contract is cancelled by the Administrator or Contract Holder. If this Contract is cancelled within the first thirty (30) days from the Contract sale date and no claims have been filed, then You will receive a full refund. If this Contract is cancelled after thirty (30) days past the Contract sale date or after a claim has been filed, then You will receive a pro rata refund. Pro rata refunds are determined by multiplying the amount You paid for this Service Contract by the lesser of the following: (a) the number of covered days remaining on the Service Contract divided by the original number of covered days, or (b) the miles of remaining coverage under the Service Contract divided by the original number of covered miles. A cancellation fee of \$50 will be charged for all pro rata cancellations made by the Contract Holder. In all instances, if there is no Finance Company, the refundable amount will be paid to You. If there is a Finance Company, the refundable amount will be paid to the Finance Company.

NOTE: Transferred Service Contracts are not eligible for cancellation refunds.

M. RENEWAL

This Contract is non-renewable.

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-888-888-8888 FOR AUTHORIZATION AND INSTRUCTIONS.**

N. HOW THIS CONTRACT MAY BE TRANSFERRED

Transfer Conditions

If You sell Your Vehicle or if there is any change in the ownership of Your Vehicle, You may request to transfer the remaining coverage of this Contract to the new owner. This request must be submitted within fifteen (15) days of the change in Vehicle ownership. You must notify the Administrator of the transfer of ownership in writing and must include the following: a transfer fee of \$50, the name and address of the new owner, and the mileage of the Vehicle at the time of transfer. Copies of all maintenance records showing oil changes and manufacturer's required maintenance must be given to the new owner. The new owner must retain these records and the Vehicle will still be subject to the maintenance requirements as specified in this Contract and by the Vehicle manufacturer. No handwritten receipts will be accepted. NOTE: The Administrator Obligor has the discretion to reject a transfer request within thirty (30) days of the request if verifiable maintenance records cannot be provided to the new owner.

Transfer Restrictions

This Contract may not be transferred more than once, may not be assigned to another vehicle, and may not be transferred to a new or used vehicle dealer or anyone other than an individual purchasing Your Vehicle for personal use. If You sell Your Vehicle, or if there is any change in the ownership of Your Vehicle without notifying the Administrator as outlined in this section, this Contract will terminate. NOTE: Transferred Contracts are not eligible for cancellation refunds.

Wrap, Certified Wrap, or Diesel Wrap programs may be available on this Contract. Wrap or Certified Wrap programs are non-transferable unless the factory powertrain coverage is transferred in conjunction with this Service Contract. Diesel Wrap policies are non-transferable unless the factory diesel warranty is transferred in conjunction with this Service Contract.

Transfer Instructions

To transfer the remaining coverage afforded under the terms and conditions of this Service Contract, fill in the information below, make a copy of this page and a copy of the first page of this Service Contract, enclose a \$50 check or money order payable to [REDACTED], and mail the aforementioned items to the following address:

[REDACTED ADDRESS]

Transfer will be valid when the new owner receives a confirmation letter from [REDACTED]

Name of New Owner _____ Date of Transfer _____

Address _____ City, ST, Zip _____

Odometer Mileage on Date of Transfer _____

Signature of Vehicle Purchaser _____ Signature of Vehicle Seller _____

SAMPLE ONLY
NOT FOR USE

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