



AutoGuard

Vehicle Service Contract Terms and Conditions Diamond Coverage

Definitions

- Administrator** refers to Interstate National Dealer Services, Inc.
- Contract** refers to this **Vehicle Service Contract** which **You** purchased from **Us** to protect **Your Vehicle**.
- Coverage** refers to the component protection **You** have chosen, as shown on the **Identification Card**.
- Deductible** refers to the **Deductible** type and amount **You** will need to pay, as shown on the **Identification Card**, for each covered **Failure** repair visit.
- Failure** refers to 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.
- Identification Card** ... refers to the numbered card which becomes part of this **Contract**. It gives information about **You**, **Your Vehicle**, **Coverage** chosen and other significant data.
- Vehicle** refers to the **Vehicle** which is described on the **Identification Card**, which cannot be used for rental, emergency or for-hire purposes.
- We, Us, Our** refers to the entity who is obligated to perform under this **Contract**, as indicated on the **Identification Card**.
- You, Your** refers to the **Contract** holder named on the **Identification Card** or the person to whom this **Contract** was properly transferred.

Terms and Conditions

The following represents the **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 60 days, phone the customer service number listed on the last page. 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**.
 - a) A New/Program/Used as New **Vehicle Contract** expiration is measured in time from the **Contract** Purchase Date; and mileage from zero (0) miles.
 - b) **Used Vehicle Coverage** under this **Contract** begins thirty (30) days and one thousand (1,000) miles from the date/mileage on the date of **Contract** sale. **Contract** expiration is measured in time from the **Contract** Purchase Date and mileage from the odometer mileage at **Contract** Purchase Date.
- 2. FAILURE OF COVERED PARTS: We** will pay or reimburse **You** for reasonable costs to repair or replace any **Failure** of a part included in **Your Coverage**. 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 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 and Canada.
- 4. LIMIT OF LIABILITY**
 - a) The Maximum limit of liability per loss shall be equal to the actual cash value of the **Vehicle** at the time of **Failure**.
 - b) The Aggregate limit of liability for each Service **Contract** shall not exceed the purchase price of the **Vehicle**.
- 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 necessary to enable **Us** to enforce these rights.
- 6. TRANSFER RIGHTS: This Contract** is for the benefit of the original **Contract** holder and 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 **Vehicle** is either 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) Transfer application (Available from **Administrator**).
 - b) Bill of sale showing sale date and mileage at time of sale.
 - c) \$50.00 Transfer fee made payable to the **Administrator** within thirty (30) days of the transfer of **Vehicle** ownership.
7. **MAINTENANCE REQUIREMENTS:** **You** must maintain **Your Vehicle** according to the manufacturer's recommendations as outlined in the owner's manual. **Your** owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. **You** are required to follow the maintenance schedule that applies to **Your Vehicle's** conditions. **You** must be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, is used in **Your Vehicle**. It is necessary for **You** to retain verifiable receipts for all parts and materials necessary to perform the required maintenance. If necessary, this documentation will be verified by the **Administrator**.
8. **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 Benefits section of this **Contract**. The **Deductible** type and amount **You** have to pay is shown on 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**. If **You** selected the Disappearing **Deductible** option, the standard **Deductible** will be waived, provided **You** have repairs made at the dealership where this **Contract** was purchased. If no **Deductible** is checked on the **Administrator** copy of the application page the \$100 **Deductible** will apply.
9. **ARBITRATION:** If **We** and **You** do not agree on the settlement of any claim, either party may make a written request for arbitration. In this event, each party shall select an arbitrator. The two arbitrators shall select a third. If they cannot agree on a third within thirty (30) days, either may request that the selection be made by a judge of a court having jurisdiction. Each party shall pay the expenses they incur, and bear the expenses of the third party arbitrator equally. A decision agreed to by any two of the arbitrators shall be binding on both parties.

DIAMOND COVERAGE

The components listed below, within the **Coverage** level indicated on the **Administrator** copy of the Application Page and **Your Identification Card**, are covered by **Contract**.

We will pay You, or reimburse You, for the reasonable cost to repair or replace any Failure of all parts of Your Vehicle, except for those components and conditions listed in the Exclusions section of this Contract.

ENGINE (Gas or Diesel)

All internally lubricated engine parts including: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and bearings, camshaft and bearings, timing chain or belt, timing gears, tensioners/guides, intake and exhaust valves, valve springs, valve guides, oil pump and oil pump housing, push rods, rocker arms, rocker arm shafts, hydraulic and solid lifters; intake & exhaust manifold; distributor shaft and housing; harmonic balancer; metal valve covers; timing gear cover; air filter and housing; water pump; fuel pump; vacuum pump; thermostatically controlled air intake; oil pan; engine block and heads are covered if damaged by the **Failure** of an internally lubricated moving part.

TURBO/SUPERCHARGER

All internal parts; housing is covered if damaged by the **Failure** of an internally lubricated moving part.

TRANSMISSION (Automatic or Standard)

All internal parts; torque converter; vacuum modulator; mounts; covers, pans and cases are covered if damaged by the **Failure** of an internally lubricated moving part.

Note: No **Coverage** is afforded for clutch assembly; pressure plate; flywheel; throwout bearing; worn synchronizers or cables.

TRANSFER UNIT (4x4)

All internal parts; transfer case is covered if damaged by the **Failure** of an internally lubricated moving part.

DRIVE AXLE(S)

All internal parts; "U" joints; propeller shafts; CV/Tripod joints; differential case is covered if damaged by the **Failure** of an internally lubricated moving part.

STEERING (Manual or Power)

All internal parts in rack and pinion; all internal parts in recirculating ball housing; couplings; gear housing; power steering pump; steering main and intermediate shafts; power cylinder assembly; power steering cooler; control valve; Pitman arm; idler arm; tie rod ends; drag link/center link.

ELECTRICAL

Alternator; voltage regulator; starter motor, drive and solenoid; power seat motors; power window motors, regulators and drives; front wiper motor including circuit board, relay and delay switch; manually operated switches for power windows, power seat(s), turn signal switch, headlamps, wipers (front and rear), emergency warning flashers; horn button; power door lock actuators; trunk actuator, fuel gauge sending unit; heated back glass elements (glass is not covered); rear wiper motor; heater blower motor; horn;

factory installed sun/moon roof motor and its wiring harness and switches; convertible top motor and switches; power antenna motor, mast and switches.

FRONT AND REAR SUSPENSION

Upper and lower control arms, control arm shafts and bushings; upper and lower ball joints; steering knuckles; stabilizer shaft, link and bushings; king pins and bushings; strut bar and bushings; spindles and spindle supports, Macpherson struts; shackle bushings and eye bushings; springs, torsion bars and bushings; stabilizer linkage and bushings; wheel bearings and seals; automatic leveling unit compressor, sensor and limiter valve.

BRAKES

Master cylinder; power assist booster and valve; wheel cylinders; calipers; combination valve; steel lines and fittings; backing plates; vacuum assist booster pump; springs, clips and retainers; self adjusters; rear activators; parking brake linkage and cables.

AIR CONDITIONING

Compressor; internal assembly including pistons, rods, bearings, valves and shafts; clutch; coil and pulley; orifice tube; condenser; evaporator; manual switches, expansion valve; dryer tank; accumulator; POA valve; hi/low pressure cut-off switch; ducts and outlet hoses; automatic temperature control programmer.

ELECTRONICS

Anti-detonation/knock sensor; ESC/EEC/ECM module; oxygen sensor; electronic module retard vacuum switch; electronic ignition module; igniter; electronic digital instrument cluster; digital driver information display and module; instrument panel printed circuit board, MAF/MAP sensor; EGR valve; DPFE valve; remote keyless entry transmitter and receiver; heated side view mirror element; cruise control servo, module and transducer; compass; speed sensor; thermometer.

SPORT UTILITY

Step bumpers and mounting brackets; spare tire carrier, swing arm, pivots, latches and locks; factory installed running boards; swing out mirror arms and mounts; pop-out or sliding side/rear window latches and hinges; convenience bed liner (not warpage); tailgate handle, lock, cables, hinges and latches; edge protectors; cargo lamp; tie downs. **Note: Rust damage and Failures caused by rust are expressly excluded.**

STEERING (4 WHEEL)

Control unit; actuator; mode selector; position sensor; rear tie rod assembly; rear gear assembly; cylinder barrel; center joint; pinion; power steering housing is covered if damaged by the **Failure** of an internal part.

ANTI-LOCK BRAKES (ABS)

Electronic control unit; anti-lock computer module; wheel speed sensors/exciters; proportioning valves; high pressure hydraulic pump; electro-hydraulic proportioning control valves; accumulator.

COOLING

Radiator; fan clutch and fan; engine cooling fan motors; heater core.

FUEL DELIVERY

Fuel injector metering pump; fuel injectors; fuel distributor; diesel injection pump; fuel tank; metal fuel lines.

INTERIOR/EXTERIOR

Glovebox door and hinge; manually operated seat tracks; adjustable pedals; interior and exterior door handles; door hinges; map/courtesy light assembly; hood, trunk and hatch gas cylinders; hood, trunk and hatch hinges; bumper energy absorbers; speedometer head.

SEALS AND GASKETS

Seals and gaskets, if needed, are covered for the following assemblies: Engine; Turbo/Supercharger; Transmission; Transfer Unit and Drive Axle(s); Steering; Front Suspension; Brakes and Air Conditioning; Rear Suspension and Anti-Lock Brakes.

OPTIONAL

LUXURY ELECTRONICS (OPTIONAL - AVAILABLE FOR NEW DIAMOND COVERAGE ONLY) - COVERAGE APPLIES ONLY IF INDICATED ON THE ADMINISTRATOR COPY OF THE APPLICATION PAGE AND YOUR IDENTIFICATION CARD:

- **GPS Navigation System:** 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

Benefits Deductible Does Not Apply

CAR RENTAL: We will, in the event of a **Failure** covered by this **Contract**, pay or reimburse **You** for receipted expenses to rent replacement transportation (from a Dealer or licensed rental agency) while **Your Vehicle** is undergoing repair. Such payment shall be limited to thirty dollars (\$30) for each eight (8) labor hours, or portion thereof, of applicable labor time necessary to complete the

repair, up to a maximum of one hundred fifty dollars (\$150) per occurrence. This **Coverage** does not apply to time waiting for parts or other delays beyond the control of the repair facility. In the event of a major component (engine, transmission or drive axle) replacement, a maximum of five (5) days of parts delay **Coverage** will be afforded provided additional authorization is obtained from **Administrator** (except where prohibited by law).

TRAVEL EXPENSES: We will in the event a **Failure** covered by this **Contract** occurs more than one hundred (100) miles from **Your** home, reimburse **You** up to seventy-five dollars (\$75) per day for up to five (5) consecutive days for receipted motel/restaurant expenses (except where prohibited by law). The date of **Failure** will be considered the first day of the five (5) day maximum period.

EMERGENCY ROADSIDE ASSISTANCE:

**For Emergency Roadside Assistance up to \$50 per occurrence,
call toll-free 1-877-398-3637 for Interstate Roadside Assistance.**

- **Towing Assistance** - When towing is necessary, **Vehicle** is towed to the nearest authorized service facility.
- **Battery Boost** – If battery **Failure** occurs, a jump-start will be applied to start the covered **Vehicle**.
- **Flat Tire Assistance** – Service consists of removal of the flat tire and its replacement with the spare tire. If the disabled **Vehicle** has no inflated spare or if it has two (2) or more flat tires, it will be towed to the nearest service facility.
- **Gasoline, Oil, Fluid & Water Delivery Service** – An emergency supply of gasoline, oil, fluid and water will be delivered if **You** are in immediate need. **You** must pay for the gasoline or other fluid when it is delivered.
- **Lock-Out Assistance** – If **Your** keys are locked inside of **Your Vehicle**, **We** will provide assistance in gaining entry to **Your Vehicle**.

NON-COVERED ITEMS:

1. Cost of parts, replacement keys, fluids, lubricants or cost of gasoline, cost of installation of products, material, and additional labor relating to towing. Any service covered under valid manufacturer's warranty.
2. Non-emergency mounting or removing of any tires, snow tires, or chains. Tire Repair. Motorcycles, trucks over one-ton capacity, taxicabs or other commercial delivery **Vehicles**. Camping trailers, travel trailers, or any **Vehicles** in tow. Any and all taxes, or fines. Damage or disablement due to collision, fire, or vandalism.
3. Towing from or repair work performed at a service station, garage or repair shop. Service on a **Vehicle** that is not in a safe condition to be towed. Non-emergency towing or other non-emergency service. Impound towing or towing by other than an authorized service provider, except as noted below; **Vehicle** storage charges; a second tow. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
4. **Coverage** shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered **Vehicle(s)** in the commission of a felony.
5. Repeated service calls for a covered **Vehicle** in need of routine maintenance or repair. Only one disablement for the same cause during any seven-day period will be accepted. Reimbursement for services secured through any other source.

All Roadside Assistance services are provided by **Road America Motor Club**, administrative offices located at 7300 Corporate Center Drive, Suite 601, Miami, FL 33126.

What to do in the Event of a Failure

1. Prevent Further Damage - **You** should use all reasonable means and precautions to protect **Your Vehicle** from further damage. This **Contract** will not cover damage caused by not securing a timely repair of the failed component.
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 the licensed repair facility of **Your** choice (**You** may contact **Administrator** for assistance in locating a repair facility).
3. Instruct the repair facility that they must obtain an authorization number from **Administrator** prior to proceeding with repairs. The amount authorized is the maximum that will be paid. Any additional amounts need prior approval.
4. In some cases, **You** may be required to authorize the repair facility to inspect or tear down **Your Vehicle** to determine the cause and cost of the repair. **You** will be responsible for these charges if the **Failure** is not covered by this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being performed. **We** reserve the right to move **Your** covered **Vehicle** to another repair facility.
5. After **Administrator** has been contacted, review with the repair facility the components that will be covered by this **Contract**.

6. **We** will reimburse the repair facility or **You** for the cost of authorized repairs performed on **Your Vehicle**, less any applicable **Deductible**. All repair orders and necessary documentation **must** be submitted to **Us** within thirty (30) days by **You** or repair facility to qualify for payment.

Repair Facility Guidelines for Claims Handling

Follow these steps when handling a claim:

1. Advise **Contract** holder that evaluation of a **Failure** does not mean that the repair is covered under this **Contract**. All covered repairs must receive prior authorization from **Administrator**.
2. Have **Contract** holder authorize inspection/tear down of the **Vehicle** to determine **Failure's** cause and cost to repair. Save all components, including fluids and filters, should **Administrator** require outside inspection. Notify **Contract** Holder that cost of tear down will not be paid if it is determined that the **Failure** is not covered under this **Contract**.
3. Determine the cause of **Failure**, correction required and cost of the repair(s).
4. Contact **Administrator's** Claims Department at **800-526-0929** to get authorization to proceed with the claim. Be prepared with the following information when placing the call:
 - a. Customer's Name and **Contract** Number.
 - b. Cause of **Failure** and recommended correction.
 - c. Cost of repair(s).
5. A Claims Advisor will verify **Coverage** and do one of the following:
 - a. Approve Claim - If approved, **You** will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
 - b. Require Additional Evaluation, Inspection or Tear Down - **Administrator** may require an inspection prior to repair being completed. If a tear down is required to determine cause of **Failure**, **Contract** holder must authorize same. Notify **Contract** holder that if the repair is not covered, then **Contract** holder will be responsible for cost of the tear down. Repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If inspection is not made within forty-eight (48) hours, contact the Claims Advisor.
 - c. Deny the claim and provide the reason for the denial.
6. Review **Administrator's** findings with **Contract** holder as well as what will be covered by **Contract** and what portion of the repair(s), if any, will not be covered.
7. Obtain **Contract** holder's authorization to complete repair(s). All repair orders must have customer's signature to qualify for payment.
8. Submit the repair order(s) that must include the **Contract** number, authorization number and authorized amount to **Administrator** within thirty (30) days to the following address:

Interstate National Dealer Services, Inc.
333 Earle Ovington Boulevard, P.O. Box 9340, Uniondale, NY 11553
800-526-0929, Claims Fax - 516-745-1986
www.indes.com
e-mail: claims@indes.com

Cancellation of Vehicle Service Contract

1. **You** may cancel this **Contract** by notifying **Us**. A cancellation form indicating the odometer reading at the date of request will be required.
2. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for intentional misrepresentation in obtaining this **Contract** or in submitting a claim.
3. If **Your Vehicle** and this **Contract** has been financed, the lienholder may cancel this **Contract** for non-payment, or if **Your Vehicle** has been declared a total loss or has been repossessed. The rights under this **Contract** are transferred to the lienholder and the lienholder is also entitled to any resulting refund.
4. A. **New Vehicles:**

If this **Contract** is canceled within the first sixty (60) days and no claim has been filed, the entire **Contract** charge paid will be refunded. After sixty (60) days or if a claim has been filed, 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**. Elapsed time and mileage shall be measured from **Contract** sale date and zero (0) miles.
- B. **Used Vehicles:**

If this **Contract** is canceled within the first thirty (30) days and no claim has been filed, the entire **Contract** charge paid will be refunded. After thirty (30) days or if a claim has been filed, 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**. Elapsed time and mileage shall be measured from **Contract** sale date and **Contract** sale mileage.

5. The greater of a \$50 service charge or the total amount of all authorized claims will be deducted from all refunds after sixty (60) days for new/program and thirty (30) days for used/used as new **Vehicle Contracts**.
6. In the event of cancellation, the lienholder, if any, will be named on the cancellation refund check.

EXCLUSIONS

Parts not listed are not covered.

For all Coverage levels, this Vehicle Service Contract Provides NO Coverage or Benefits for the following:

- A. THE FOLLOWING PARTS: CARBURETOR; BATTERY; BATTERY/BATTERY PACK ON HYBRID VEHICLES; SHOCK ABSORBERS; MANUAL TRANSMISSION CLUTCH ASSEMBLY; FRICTION CLUTCH DISC AND PRESSURE PLATE; THROWOUT BEARING; MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS; LENSES; SEALED BEAMS; LIGHT BULBS; BRAKE HARDWARE; ALL EXHAUST AND EMISSION COMPONENTS EXCEPT THOSE SPECIFICALLY LISTED UNDER THE COVERAGE SECTION OF THIS CONTRACT; WEATHER STRIPS; ALL TRIM, MOLDINGS, HANDLES, KNOBS OR DIALS; BRIGHT METAL; CHROME; UPHOLSTERY AND CARPET; PAINT; OUTSIDE ORNAMENTATION; BUMPERS; BODY SHEET METAL AND PANELS; TIRES AND WHEELS/RIMS; GPS NAVIGATION SYSTEMS; PHONE SYSTEMS; TV/VIDEO/ENTERTAINMENT SYSTEMS AND INTERNET ACCESS SYSTEMS UNLESS LUXURY ELECTRONICS OPTION HAS BEEN PURCHASED BY YOU AND ACCEPTED BY US.
- B. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS; WHEEL BALANCING; TUNEUPS; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; HOSES; DRIVE BELTS; BRAKE PADS, LININGS, SHOES, DRUMS AND ROTORS; WIPER BLADES.
- C. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING COST; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS EXCEPT WHEN REPLACEMENT IS REQUIRED DUE TO A COVERED FAILURE.
- D. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.
- E. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS CONTRACT; SLUDGE BUILD-UP OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.
- F. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF NO FAILURE HAS OCCURRED REGARDLESS OF REPAIR FACILITY RECOMMENDATIONS; OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER; ANY REPAIR NOT SPECIFICALLY AUTHORIZED BY US.
- G. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING, OR HAVE USED, YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER. THIS WILL INCLUDE, BUT NOT BE LIMITED TO: THE FAILURE OF ANY CUSTOM OR ADD-ON/AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISED DEALER OR NOT; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; UNAUTHORIZED MODIFICATIONS TO ANY SYSTEM.
- H. IF YOUR ODOMETER HAS CEASED TO WORK AND REPAIRS HAVE NOT BEEN IMMEDIATELY MADE; THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE; OR IF VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.
- I. ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSONS ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED. LOSS OF TIME, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS THAT RESULTS FROM A FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGES HEREIN.) THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR DAMAGES FOR BAD FAITH, PUNITIVE OR EXEMPLARY DAMAGES, PERSONAL INJURY INCLUDING BODILY INJURY, PROPERTY DAMAGE (EXCEPT AS SPECIFICALLY STATED IN THE CONTRACT) AND ATTORNEY'S FEES.
- J. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT LUBRICANTS OR COOLANT. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE OR WHEN OVERHEATING OCCURS.
- K. SALVAGED TITLE VEHICLES; WHEN RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY; WARRANTY FROM THE MANUFACTURER INCLUDING EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES; A REPAIRER'S GUARANTEE/WARRANTY; OR FAILURES FOR WHICH THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS.

- L. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR OTHER OBJECT OR VEHICLE WITHOUT BEING EQUIPPED WITH A FACTORY INSTALLED OR AUTHORIZED TOW PACKAGE; OR IS USED FOR COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE, LIVERY OR SHUTTLE, TOWING OR ROAD REPAIR, CONSTRUCTION, FARMING OR AGRICULTURAL PURPOSES, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICES, PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK, SERVICE OR REPAIR UNLESS COMMERCIAL USE OPTION HAS BEEN PURCHASED BY YOU AND ACCEPTED BY US.
- M. ANY FAILURE OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- N. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.
- O. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.

SPECIAL STATE REQUIREMENTS/DISCLOSURES

1. Terms of Contract Conformed to Statute - Terms of this Contract which are in conflict with the statutes of the state in which this Contract was purchased are hereby amended to conform to the minimum standards of those statutes.
2. THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.
3. The following special state requirements and/or disclosures apply if this Contract was issued in one of the following states:

NEW YORK

Section 198b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows:

Used Vehicles with 36,000 miles or less at the time of sale

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used Vehicles with more than 36,000 miles but less than 80,000 miles at time of sale

Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

Used Vehicles with 80,000 miles or more but not more than 100,000 miles at time of sale

Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law. You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

New York State Consolidated Law, Article 79

Section 7905:

Paragraph (b) "Obligations of the provider under this service Contract are insured under a service Contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the Contract holder is entitled to make a claim directly against the insurer under the service Contract reimbursement insurance policy."

NOTICE: YOU ARE REMINDED THAT THIS CONTRACT IS NOT AN INSURANCE POLICY. HOWEVER, AN INSURANCE POLICY IS IN EFFECT WITH DEALERS ASSURANCE COMPANY. IF WE FAIL TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, YOU ARE ENTITLED TO MAKE A DIRECT CLAIM AGAINST THE INSURER, DEALERS ASSURANCE COMPANY, 3518 RIVERSIDE DRIVE, PO BOX 21185, COLUMBUS, OHIO 43221.

INTERSTATE NATIONAL DEALER SERVICES, INC.

333 Earle Ovington Blvd., P.O. Box 9340

Uniondale, NY 11553-9340

800-942-0400

www.indes.com