



Vehicle Service Contract Terms and Conditions

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**.....is defined as a **Failure** of a defective part or faulty workmanship as supplied by the Manufacturer or Dealer, but does not include gradual reduction in operating performance due to wear or tear or damage resulting from **Failure** of non-covered parts.
- 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 **Coverages**, 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 page 6. 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**. **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. Labor cost will be determined by national averages for similar repairs or a national published flat rate manual. Reasonable diagnostic charges, as determined by the **Administrator**, will be covered in association with a covered component due to a covered **Failure**.
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**
In no case shall benefits paid (including tax, if applicable) be greater than:
 - a. NADA wholesale value; OR
 - b. The price paid for the Vehicle; OR
 - c. The Limit of Liability listed below, whichever is less:

HiRoadLtd	Limit of Liability
3 month / 3,000 miles	\$500*
6 month / 6,000 miles	\$1000
12 month / 12,000 miles	\$1500
24 month / 24,000 miles	\$2500
36 month / 36,000 miles	\$3000

HiRoad	Limit of Liability
PT	\$2500
PT+	\$3500
HiTech	\$4500
HiTech+	ACV
Complete	ACV

*Unless the \$1000 Limit of Liability is purchased and so indicated on the Administrator copy of the Contract.

- d. Once the Limit of Liability has been reached, 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 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: Your Vehicle** is required to have the oil changed every three (3) months or three thousand (3,000) miles, OR according to the manufacturer's recommendations as outlined in the owner's manual. A transmission fluid change and engine tune-up is required every twelve (12) months or twelve thousand (12,000) miles OR according to the manufacturer's recommendations as outlined in the owner's manual. **Contract** holder is responsible for making sure the oil warning light/gauge and the temperature light/gauge are functioning properly before operating the **Vehicle**. **Your Vehicle** must be pulled off the road immediately and discontinue operation when either of these lights/gauges registers inadequate protection or performance. Failure to perform the maintenance requirements to **Your Vehicle** as outlined in this section may result in denial of coverage. **NOTE: 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** conditions. **You** must be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, are used in **Your Vehicle**. The fluid levels are to be checked every three hundred (300) miles or when refueling. 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 **Coverages** 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**.
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.

COVERAGE

The components listed below, within the Coverage level checked on the Administrator copy of the Application Page, are covered by Contract. If no Coverage level is checked, HiRoadLtd Coverage will apply. Except for HiRoad Complete Coverage, components not listed are not covered. At the Administrator's option, failed parts may be replaced, depending upon availability, with like quality, used, rebuilt, remanufactured or new parts.

HiRoadLtd Coverages

HiRoadLtd

Engine: Internally lubricated engine parts consisting of: crankshaft and bearings, oil pump, pistons, piston rings, connecting rods and rod bearings, timing gears and chain or belt, camshaft and camshaft bearings, push rods, rocker arms, rocker arm shaft and hydraulic lifters, intake and exhaust valves, valve springs. Engine blocks are covered if mechanical failure was caused by the above listed parts.

Automatic Transmission: Internal transmission parts consisting of gears, input and output shafts, bearings, front pump, planetary assemblies, transmission case, overdrive carrier, reaction carrier, center support, parking lock actuator, stator and stator shaft, separator plate, pressure regulator valve, dipstick and filter tube, springs governor assembly, valve body and torque converter.

Standard Transmission: Internal transmission parts consisting of gears, input and output shafts, bearings, overdrive housing and transmission case if malfunction was caused by the listed parts. Clutch plate, pressure plate, flywheel, release and pilot bearings are NOT included.

Drive Axle Assembly (Front or Rear Wheel Drive): Drive shaft, ring and pinion gears, pinion bearings, side carrier bearings, carrier assembly, thrust washers, axle and axle bearings, Universal and CV joints, except if boot was damaged or missing. Drive axle housing is also covered if damage is caused by **Failure** of listed lubricated parts.

Drive Axle Assembly (4-Wheel and All-Wheel Drive): Transfer case including gears, main shaft, drive chain, thrust washer and shims, bearings. Front drive shaft, differential, axles, u-joints and CV joints, except if boot was damaged or missing. With applicable surcharge.

Seals and Gaskets: Seals and gaskets are covered in conjunction with repair of above listed components. Failed seals and gaskets by themselves on above listed components are covered only when "Seals and Gaskets" option is selected and paid for.

HiRoadLtd + (includes All HiRoadLtd Coverage as listed above, plus:)

Cooling: Water pump (limited to one-half of parts and labor costs).

Electrical: Alternator, starter and voltage regulator (limited to one-half of parts and labor costs).

Towing: The Administrator will reimburse the Service Contract Holder, up to \$50 per occurrence, for expenses in towing the vehicle, provided that the cause of the breakdown was a covered **Failure** of a covered component based on the coverage plan selected. This reimbursement will be in addition to any other reimbursement from an insurance company or auto club. Towing benefits are available from day one (1) of **Your Contract**.

Rental Car: In the event of mechanical breakdown of a covered component, the Contract holder will be reimbursed up to \$25 per day for a rental vehicle for each four hours of covered repair time as determined by a national flat rate guide. Total not to exceed \$150. Rental receipts required for reimbursement.

HiRoad Coverages

HiRoad PT

Engine: All internally lubricated parts. Crankshaft and bearings, oil pump, fuel pump, internal timing gears or chain, camshaft, camshaft bearings, valve lifters, rocker arm assemblies and push rods, valve guides, pistons and rings, wrist pins, connecting rods, distributor drive gear. The engine block and cylinder heads are covered if damage is caused by mechanical failure of an internally lubricated part.

Engine (Rotary): All of the above listed parts plus rotors, rotor seals, rotor chamber, eccentric shaft and bearings.

Transmission: The internal parts of the manual transmission or automatic transmission and torque converter. The automatic or manual transmission case is covered if damaged by the failure of an internally lubricated part.

Drive Axle Assembly (Front or Rear): Drive axle housing including pinion bearings, side carrier bearings, ring and pinion gears, carrier assembly, thrust washers, axles, axle bearings, constant velocity joints, internal transaxle seal, and drive axle housing, if damaged by the failure of an internally lubricated part.

Transaxle Assembly: Ring and pinion gears, drive chain and gears, carrier bearings, and bushing. Transaxle housing and internal seals are covered, if damaged by the failure of an internally lubricated part.

Seals and Gaskets: Seals and gaskets are covered when replaced in conjunction with a covered repair or if the "Seals and Gaskets Coverage" option has been selected.

Powertrain Coverage – Four Wheel Drive Parts: All powertrain coverage above, plus: internal parts including bearings, bushings, sprockets, chains, sleeves, and gears (excluding electrical items). The transfer case is also covered if damage is caused by a Failure of an internally lubricated part.

HiRoad PT+ (includes All HiRoad PT Coverage as listed above, plus:)

Power Steering: Steering gear box, pump housing, rack and pinion, control valves, bearings and shafts.

Basic Electrical: Alternator/generator, starter motor, front and rear wiper motor.

Towing: The Administrator will reimburse the Service Contract Holder, up to \$50 per occurrence, for expenses in towing the vehicle, provided that the cause of the breakdown was a covered **Failure** of a covered component based on the coverage plan selected. This reimbursement will be in addition to any other reimbursement from an insurance company or auto club. Towing benefits are available from day one (1) of **Your Contract**.

Rental Car/Substitute Transportation: The Administrator will reimburse the Service Contract Holder for the cost as specified below, provided that the **Vehicle** has become disabled, due to a covered **Failure** of a covered component based on the **coverage** plan selected and the necessary repairs require more than eight (8) hours of labor. Reimbursement shall be made up to \$30 per 8-hour labor charge, with a \$90 maximum per claim. Rental benefits are available from day one (1) of the **Vehicle Service Contract**. Reimbursement is valid only for rental from a licensed car rental agency.

HiRoad Tech (includes all HiRoad PT+ Coverage as listed above, plus:)

Air Conditioning: Compressor, condenser, evaporator, expansion valve, and receiver drier. NOTE: If the air conditioning system is unable to be repaired because of the unavailability or restriction of CFCs (chlorofluorocarbons) due to the Federal Mandate, then the Administrator does not have any further obligation for repair of the air conditioning system under this Service Contract. In addition, there is no obligation to install a retrofit kit in the vehicle that would require the use of any alternate to CFCs.

Hi-Tech Electrical: Voltage regulator, distributor, solenoids, manually operated switches, electronic level control compressor including its sensor and limiter valve, electronic fuel injection sensors and injectors, electronic ignition module, power window motors, rear window heating elements, power mirror motors and controls, power seat motors, and power door locks.

HiRoad Coverages (con't)

HiRoad Tech+ (includes all HiRoad Tech Coverage as listed above, plus:)

Brakes: Master cylinder, power brake cylinder, vacuum assist booster, hydro boost, disc brake caliper, wheel cylinders, compensating valve, brake hydraulic lines and fittings, and hydraulic control unit. The following ABS components are covered: Electronic control processor, wheel speed sensors, hydraulic pump/motor assembly, pressure modulator valve, isolation dump valve, and accumulator.

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 and mounts or bushings, stabilizer bars, links and bushings, struts, strut bearing plates, spindle and spindle support, wheel bearings, variable dampening suspension, compressor, control module, actuator, solenoid, height sensor, and mode selector switch.

Cooling: Engine cooling fan and motor, fan clutch, serpentine belt tensioner, radiator, heater core, water pump, thermostat, blower motor and hot water valve.

Seals and Gaskets: This coverage option is included on Vehicles with less than 100,000 miles at Vehicle Purchase/Effective date.

HiRoad Complete

Comprehensive Coverage

All HiRoad Tech+ Coverage as listed above, plus: Your Vehicle Service Contract will cover necessary repairs to any Failure of the factory-installed parts of the Covered Vehicle, except for those items specifically listed under "What is not covered by this Vehicle Service Contract". The Failure definition above is replaced by the following: 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.

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. Take **Your Vehicle** to a Licensed Repair Facility - 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 so 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 **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 remove **Your** covered **Vehicle** to another repair facility.
5. After **Administrator** has been contacted, review with the repair facility 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 **Administrator** 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 by **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 **Failure** is not covered under this **Contract**.
3. Determine the cause of **Failure**, correction required and cost of the repairs.
4. Contact **Administrator's** Claims Advisor at **800-526-0929** to get authorization to proceed with the claim. Be prepared with the following when placing the call:
 - a. Customer's Name and **Contract** Number.
 - b. Cause of **Failure** and recommended correction.
 - c. Cost of repair.
5. The 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 repairs, if any, will not be covered.
7. Obtain **Contract** holder's authorization to complete repairs. All repair orders must have customer's signature to qualify for payment.
8. Submit repair order(s) which should contain **Contract** number, authorization number and authorized amount to **Administrator** within thirty (30) days at the following address:

Interstate National Dealer Services, Inc.
333 Earle Ovington Boulevard
P.O. Box 9340
Uniondale, NY 11553-9340
800-526-0929, Claims Fax - 516-227-5973
www.indcs.com e-mail: claims@indcs.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. 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. A \$50 service charge will be deducted from all refunds after thirty (30) days.
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.
- 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.)
- 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 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:

ALASKA

Dealerships in Alaska are now required to disclose specific information about the service **Contracts** they sell to each **Contract** purchaser at the time of sale. The state of Alaska has passed legislation requiring the following disclosures to be made to a service **Contract** purchaser before the dealer delivers the vehicle for which the service **Contract** is sold:

1. The difference between a service **Contract** and a warranty;
2. The identity of the obligor on the service **Contract** and the relationship between the dealer and the obligor;
3. A statement that the dealer may not disclaim any implied warranties that may be in addition to the obligations included in the service **Contract**.

ARIZONA

In the State of Arizona "We, Us, Our" refers to Interstate National Dealer Services.

CONNECTICUT

Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide a warranty covering certain classes of used motor **Vehicles** as follows:

Used Vehicles with a sale price of \$3,000 but less than \$5,000

Provides **Coverage** for 30 days or 1,500 miles, whichever occurs first.

Used Vehicles with a sale price of \$5,000 or more

Provides **Coverage** for 60 days or 3,000 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.

You may pursue arbitration to settle disputes between **You** and the **Administrator**. A written complaint containing a description of the dispute, the purchase or lease price of the **Vehicle**, the cost of repair of the **Vehicle** and a copy of **Your** Agreement may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division.

GEORGIA

CANCELLATION OF VEHICLE SERVICE CONTRACT SECTION-If this **Contract** is canceled within the first sixty (60) days if **Vehicle** purchased new or thirty (30) days if **Vehicle** purchased used and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is canceled after the first sixty (60) days if **Vehicle** purchased new or thirty (30) days if **Vehicle** purchased used or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins. An administration fee of 10% of the pro-rata refund amount will be applied if this **Contract** is canceled by **You**. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. If **You** have canceled this **Contract** and have not received the refund from **Us** or the **Administrator** within (60) days of such cancellation, **You** may contact the Insurance Company identified in the Notice box on the last page of the **Vehicle** Service **Contract** Terms and Conditions section.

HAWAII

DEFINITIONS SECTION - The definition of **Failure** is deleted and replaced with the following:

Failure - Means the **Failure** of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

Hawaii Revised Statutes require an automobile dealer to provide a warranty covering certain classes of used motor **Vehicles** as follows:

Used Vehicles with less than 25,000 miles at the time of sale

Provides **Coverage** for 90 days or 5,000 miles, whichever occurs first.

Used Vehicles with 25,000 miles or more but less than 50,000 miles at time of sale

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

Used Vehicles with 50,000 miles or more but not more than 75,000 miles at the 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.

IDAHO

Notice - Coverage afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

DEFINITIONS SECTION - The definition of **Failure** is deleted and replaced with the following:

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** includes gradual reduction in operating performance due to wear or tear at the mileage when the problem occurs.

Care/CarePlus/CareHiTech levels of coverage ONLY:

Failure is defined as a **Failure** of a defective part or faulty workmanship as supplied by the Manufacturer or Dealer, but does not include gradual reduction in operating performance due to wear or tear or damage resulting from **Failure** of non-covered parts.

CANCELLATION OF SERVICE CONTRACT SECTION - Item 5 is deleted and replaced with the following:

5. A cancellation fee not to exceed the lesser of 10% of the Service **Contract** cost or fifty dollars (\$50) will be deducted from all refunds after sixty (60) days for new, thirty (30) days for used **Contracts** or if a claim has been filed.

ADDITIONAL CANCELLATION LANGUAGE - The obligor is the party responsible for honoring cancellation requests. The selling dealer, however, can handle your request for cancellation on behalf of the obligor.

NOTICE - **You** are reminded that this **Contract** is not an insurance policy. However, **We** have an insurance policy in effect with National Service Contract Insurance Company RRG. The insurance policy number in **Administrator** Obligor states is MBR 1383. If **Administrator** fails 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, c/o Risk Services, P.O. Box 2100, Montpelier, Vermont 05601-2100.

INDIANA

Your proof of payment to the Issuing Dealer for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**.

IOWA

If **You** have any questions regarding this **Contract**, **You** may contact **Administrator** by mail or by phone. Refer to the "What to do in the Event of a **Failure**" section for **Administrator's** address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th floor, Lucas State Office Building, Des Moines, Iowa 50319.

MASSACHUSETTS

NOTICE TO CUSTOMER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.

Chapter 90, Section 7N ¼ of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor **Vehicles** as follows:

Used Vehicles with less than 40,000 miles at the time of sale

Provides **Coverage** for 90 days or 3,750 miles, whichever occurs first.

Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale

Provides **Coverage** for 60 days or 2,500 miles, whichever occurs first.

Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale

Provides **Coverage** for 30 days or 1,250 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 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.

MINNESOTA

The **Coverages** listed below are provided to **You** by the Dealer at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows:

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

Provides **Coverage** for 60 days or 2,500 miles, whichever occurs first.

Used Vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale

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

Engine: Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter. **Transmission:** Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. **Drive Axle:** Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on **Vehicles** other than passenger vans, mounted on a truck chassis. **Brakes:** Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers. **Steering:** Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack. **Note:** The following parts are covered only on **Vehicles** with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

The above **Coverages** are excluded from this **Contract** during the applicable warranty period, unless Dealer becomes unable to meet its obligations. **Your** rights and obligations are fully explained in the Dealer issued used **Vehicle** limited warranty document.

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."

Paragraph (c) "Obligations of the provider under this service **Contract** are backed by the full faith and credit of the provider".

NEVADA

NRS 690C.270 Grounds for cancellation; date cancellation effective.

1. No Service **Contract** that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or 1 year after the effective date of the Service **Contract**, whichever occurs first, except on any of the following grounds:

- Failure by the holder to pay an amount when due;
 - Conviction of the holder of a crime which results in an increase in the service required under the service **Contract**;
 - Discovery of fraud or material misrepresentation by the holder in obtaining the Service **Contract**, or in presenting a claim for service thereunder;
 - Discovery of:
 - An act or omission by the holder; or
 - A violation by the holder of any condition of the Service **Contract** which occurred after the effective date of the Service **Contract** and which substantially and materially increases the service required under the Service **Contract**; or
 - A material change in the nature or extent of the required service or repair which occurs after the effective date of the Service **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold.
2. No cancellation of a Service **Contract** may become effective until at least 15 days after the notice of cancellation is mailed to the holder.

CANCELLATION OF VEHICLE SERVICE CONTRACT SECTION –

If the **Administrator** cancels the **Contract**, the **Contract** Holder will receive the refund amount of the unearned **Contract** charge less any outstanding balance on the account from the amount of the purchase price.

If the **Administrator** cancels the **Contract** a cancellation fee will not be imposed.

If the **Contract** is cancelled by the **Contract** Holder in writing after sixty (60) days if the **Vehicle** is purchased new or thirty (30) days if the **Vehicle** is purchased used, **We** will refund the amount of the unearned **Contract** charge less a \$50.00 cancellation fee.

NORTH CAROLINA

CANCELLATION OF VEHICLE SERVICE CONTRACT SECTION- If this **Contract** is canceled within the first sixty (60) days if **Vehicle** purchased new or thirty (30) days if **Vehicle** purchased used and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is canceled after the first sixty (60) days if **Vehicle** purchased new or thirty (30) days if **Vehicle** purchased used or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less an administration fee of \$35 or 10% of the pro-rata refund amount, whichever is less. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

OKLAHOMA

Disclosure Statement: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

CANCELLATION OF VEHICLE SERVICE CONTRACT SECTION

If this **Contract** is canceled within the first sixty (60) days if **Vehicle** purchased new or thirty (30) days if **Vehicle** purchased used and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is canceled after the first sixty (60) days if **Vehicle** purchased new or thirty (30) days if **Vehicle** purchased used or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins. An administration fee of 10% of the pro-rata refund amount will be applied if this **Contract** is canceled by **You**. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

RHODE ISLAND

Section 31-5.4 of Rhode Island 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 100,000 miles at the 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.

TEXAS

Unresolved complaints or questions concerning the regulation of service contract providers may be addressed to: Texas Department of Licensing and Regulation, E.O. Thompson Office Building, 920 Colorado, Austin, Texas 78701, (800) 803-9202

UTAH

Note: **Coverage** afforded under this **Contract** is not guaranteed by the Property and Casualty Guarantee Association.

VERMONT

In the State of Vermont "We, Us, Our" refers to Interstate National Dealer Services, Inc.

WASHINGTON

OBLIGOR'S INSURANCE

We have an insurance policy in effect with National Service Contract Insurance Company RRG, Policy No. MBR 1203.

If Administrator fails 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, c/o Risk Services, P.O. Box 2100, Montpelier, Vermont 05601-2100.

- The **Coverage** selected expires according to the Term indicated on the Application Page and **Identification Card**.

2. The components, work and parts covered under this **Contract** are listed under the section entitled "COVERED COMPONENTS" for the level of **Coverage** indicated on the Application Page and **Identification Card**.
3. To file a claim in the event of a **Failure**, follow the instructions listed under the section entitled "WHAT TO DO IN THE EVENT OF A FAILURE."
4. In order to maintain **Coverage** under this **Contract**, **Vehicle** must be serviced as indicated in the section entitled "MAINTENANCE REQUIREMENTS" in the **Contract Terms and Conditions**.
5. This Contract can be canceled and a refund received as indicated under the section entitled "CANCELLATION OF VEHICLE SERVICE CONTRACT." After ten (10) days the cancellation fee is \$25.00.
6. This **Contract** does not cover a number of exclusions which are listed under the section entitled "EXCLUSIONS."
7. The implied warranty of merchantability is not waived if this **Contract** is purchased within ninety (90) days of the purchase date of the **Vehicle**.

WISCONSIN

THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

WHAT TO DO IN THE EVENT OF A FAILURE SECTION-

Obtain Authorization from Administrator Prior to any repair being made, instruct the Service Manager at the repair facility to contact **Administrator** to obtain authorization for the claim. Failure to obtain authorization prior to having repairs made may jeopardize **Coverage** under this **Contract**.

The amount authorized by **Administrator** is the amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must receive prior approval.

The insurance policy referred to in this **Contract** issued by a Risk Retention Group that cannot be used to provide proof of financial security in Wisconsin. Therefore, in Wisconsin, **Our** obligations are guaranteed by a security deposit held in U.S. Bank and approved by the Wisconsin State Treasurer's Office.

WYOMING

In the state of Wyoming "**We, Us, Our**" refers to Interstate National Dealer Services, Inc.

NOTICE: You are reminded that this **Contract** is not an insurance policy. However, an insurance policy is in effect with National Service Contract Insurance Company RRG. 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, c/o Risk Services, P.O. Box 2100, Montpelier, Vermont 05601-2100.

INTERSTATE NATIONAL DEALER SERVICES, INC.

333 Earle Ovington Blvd.
P.O. Box 9340
Uniondale, NY 11553-9340
800-942-0400
www.inds.com

HR-904 (8/04)