

# powertrain enhanced **service contract** application page



## contract holder information

contract holder 1 name \_\_\_\_\_

contract holder 2 name \_\_\_\_\_

phone \_\_\_\_\_ alternate phone \_\_\_\_\_

email address \_\_\_\_\_

mailing address \_\_\_\_\_

city / state / zip \_\_\_\_\_

## seller information

seller name \_\_\_\_\_

phone \_\_\_\_\_ alternate phone \_\_\_\_\_

web site \_\_\_\_\_

mailing address \_\_\_\_\_

city / state / zip \_\_\_\_\_

## covered vehicle information

vin number (17 numbers) \_\_\_\_\_

vehicle class \_\_\_\_\_

current odometer reading \_\_\_\_\_

year \_\_\_\_\_

make \_\_\_\_\_

model \_\_\_\_\_

options

4 x 4 / AWD

diesel

commercial

turbo / supercharged

## service contract information

contract number \_\_\_\_\_

waiting period \_\_\_\_\_

effective date \_\_\_\_\_

contract purchase price \_\_\_\_\_

contract term in months (additional) \_\_\_\_\_

contract term in miles  additional \_\_\_\_\_  expires at \_\_\_\_\_

contract expiration date \_\_\_\_\_

contract expiration miles \_\_\_\_\_

deductible  \$0.<sup>00</sup>  \$50.<sup>00</sup>  \$100.<sup>00</sup>  \$200.<sup>00</sup>

\*if no selection a \$100.<sup>00</sup> deductible shall apply

\* A \_\_\_\_\_ day and \_\_\_\_\_ mile waiting period will apply from the effective date and current odometer reading. Claims may not be filed until this waiting period is satisfied. If any information is incorrect, please contact us immediately.

Administered by: CarGuard Administration, INC  
4901 W. 136th Street, Leawood, KS66211  
(888) 907-0870

The purchaser acknowledges that the Application Page, containing the Purchaser Information, Seller Information, Vehicle Information, Payment Plan Information, and Service Contract Information; the Coverage/Contract Identification Card; and the Terms and Conditions contained herein constitute the entire **Vehicle Service Contract** between CarGuard Administration, herein “the Company” and the Customer. The components, parts, and exclusions listed under the Terms and Conditions and Coverage Details section constitute the entire Terms and Conditions of this contract, and shall be used in adjudicating any and all claims arising under this contract. **The customer agrees** to maintain the **Vehicle** in accordance with the Terms and Conditions, The Required Maintenance Section contained in the Terms and Conditions of the Vehicle Service Contract, and follow all of the manufacturer’s recommended maintenance requirements.

**In the event of a breakdown and/or repair, the customer must obtain prior authorization of the Company** by following the instructions listed in the “Filing a Claim” section of Terms and Conditions of the Vehicle Service Contract.

This **Contract** is neither an insurance policy nor a seller’s warranty. This **Contract** may run concurrently with and is secondary to any manufacturer’s warranty still active on the vehicle.

After thirty days from the date of purchase of this Service Contract as stated on the Application Page, if the Customer has not contacted the Company or the Selling Agent to cancel this Vehicle Service Contract, the customer hereby agrees to all of the terms and conditions of this Vehicle Service Contract. The Customer agrees that they have reviewed and understand all of the time and mileage limitations, coverage, exclusions, and that the repair of non-covered components are excluded from **Coverage** under the Vehicle Service Contract. All of the “add-on” options as marked on the Application Page are clearly marked above. The customer agrees that he or she has read and understand the **Powertrain Enhanced Service Contract** in its entirety, and fully understands all of the terms and conditions therein. Further, the customer agrees that they have read the “Responsibilities of this Contract” section of the Terms and Conditions. The customer further agrees that he, she, or they have received this contract, and all of the information contained on the Application Page is correct. The Customer understands it is his, her, or their responsibility to contact the Company to update or correct any inaccurate information contained on the Application Page. **THE CUSTOMER UNDERSTANDS AND HEREBY AGREES TO ALL OF THE ABOVE, AND THAT THIS CONTRACT WILL BE BY AND BETWEEN THE ADMINISTRATOR (CarGuard Administration, INC) and the Applicant.**

# Powertrain Enhanced Service Contract

## SECTION I. DEFINITIONS

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

**Agreement, Service Agreement, Service Contract, Vehicle Service Contract, or Contract** means this **Powertrain Enhanced Service Contract** that is by and between **You and Us**.

Administrator means **CarGuard Administration, INC**, a Corporation organized under the laws of the State of Kansas, whose principal place of business is **4901 W. 136th Street, Leawood, KS 66224**, which is the entity that is obligated to perform hereunder.

**Authorized Repair Facility** means any dealership, local mechanic repair facility, or other vehicle repair facility that is certified to perform mechanical repairs on motor vehicles from the National Institute for Automotive Service Excellence (ASE) located in the United States or Canada.

**Breakdown** and/or **Mechanical Failure** means the failure of an original or replacement part covered by this **Agreement** to perform its function as it was originally designed to work in normal service with required maintenance due to material failures, mechanical failures, or defects outside the manufacturer's tolerance.

**Commercial Use** means **Vehicles** used for farming, ranching, route work, job-site activities, service or repair work, and delivery of goods. Usage must not exceed the manufacturer's ratings and/or limitations. **In order** for commercial use vehicles to be covered under this contract, **the Commercial Use surcharge** box must be checked on the original **Application Page**. If this is not checked, it is your responsibility to contact us to add the surcharge.

**Coverage** means the component protection **You** selected as show in this **Contract** and on your **Identification Card**.

**Covered Part(s)** or **Covered Repairs** means the parts listed under "Section IV. Coverage" of this Contract and any parts listed on section "VII. Add On Coverage Options" of this Contract if those "add ons" are selected on the Application Page of this Contract.

**Deductible** means the amount of money **You** are required to pay as selected on the Application Page for covered **Breakdowns** and/or **Wear and Tear** claims.

The **deductible** will be due and owing each visit to a repair facility for covered **Breakdowns** and/or **Wear and Tear** claims. Once a Covered part is repaired or replaced under the terms of this **Contract**, there will be no **Deductible** for future repairs to that part.

**Dealership** means the original venue where **Your** car was purchased.

**Effective Date and Mileage** means the date **You** purchased **Your Contract** and the odometer mileage on **Your** vehicle at the time **You** purchased this **Contract**. This is indicated as the Effective Date and Contract Expiration Mileage on the Application Page of this Contract.

**Expiration Date and Mileage** means the date and/or mileage when **Your Contract** is no longer in force. **Your Contract Expires** once the **Contract Expiration Date or Contract Expiration Miles** are reached as defined on the **Application Page of this Contract**. Once either of these two conditions are met, this Contract shall no longer be in force.

**Finance Agent or Payment Plan Provider** means the company that is providing the payment plan or financing for this **Contract**. The Finance Agent or Payment Plan Provider places a lien against any refunds due on this contract until they have been repaid by **You** in full.

**Identification Card** means the card that was sent to you, which becomes part of this **Contract**. It gives information about **You, Your Vehicle, Coverage** chosen and other significant information, including your **Contract Number**.

**Contract Number** is the number **We** use to identify this **Contract** on **Your Vehicle**.

**Pre-Existing Condition** means a condition, breakdown, or mechanical issue that within all probability occurred before **Your** purchase of this **Service Contract**.

**Selling Agent, or Seller** means the company that sold this **Contract** to **You**. The identity of the selling agent is listed on the Application Page.

**Vehicle** means the **Vehicle** which is listed on the Application Page.

**Waiting Period** means the period of time and mileage that must transpire before a claim may be filed hereunder. Unless otherwise indicated on the Application

Page of this Contract, the waiting period is equal to thirty days of the **Effective Date** and **one-thousand (1,000)** miles from the **Effective Mileage** of this Service Contract. If a different Waiting Period is indicated on the **Application Page** of this Contract, then period of time as indicated on the Application Page of this contract must transpire from the **Effective Date and Effective Mileage** of this Service Contract before a claim may be filed.

**We, Us, Our** means the entity who is obligated to perform under this **Contract** (“the obligor”). The obligor of this **Contract** is **CarGuard Administration, INC at 4901 W. 136th Street, Leawood, KS 66224.**

**Wear and Tear** means the gradual reduction of performance of a part beyond the manufacturer’s specified tolerances that occur naturally under normal operating conditions, which ultimately results in the failure of that part.

**You, Your** means the **Contract Purchaser** (or purchasers) shown on the Application Page, **or the person or persons** to whom this **Contract** is transferred in accordance with the Terms and Conditions of this Contract.

## SECTION II. TERMS AND CONDITIONS

**Nature of Agreement:** This is a Vehicle Service Contract between **You** (Contract Holder) and **Us**. **You** agree and understand that this **Contract** is a Vehicle Service Contract and not an insurance policy.

**Entire Agreement:** This **Contract**, including the Application Page, Terms and Conditions, Identification Card, limitations, exclusions, exceptions, and definitions, together with any endorsements, if any, constitute the entire **Contract**. No one other than the parties hereto, by mutual agreement, may change this **Contract** or waive any of its provisions. This **Contract** gives the Contract Holder specific rights. **You** may have other contract rights, which may vary from state to state in the United States, or between province to province in Canada. Please see the” State-Specific Requirements” of this contract for specific information pertaining to your individual state or province.

This **Contract** covers mechanical **Breakdowns** that are expressly covered under

this Contract, and is for the sole benefit of the Contract Holder named herein, and only applies with respect to the **Vehicle** described on the Application Page.

**This Contract shall be invalidated** if there has been a tampering, inaccuracy, or alteration to the odometer mileage of the **Vehicle** so that the **Vehicle's true and actual mileage** is not shown on the odometer and cannot be determined. **In the event the odometer becomes inoperable during the term of this Contract, You must immediately contact Us within thirty (30) days of the odometer becoming inoperable** and provide us with documentation to show the odometer has been repaired properly. Failure to notify us or provide this documentation may result in us cancelling this Vehicle Service Contract.

This Vehicle Service Contract provides benefits for **Breakdown** and **Wear and Tear of Covered Parts** installed by the **Vehicle** manufacturer, as those terms are defined above.

**Coverage Period:** Coverage under this **Contract** begins upon expiration of the **Waiting Period** and will expire on the **Expiration Date or Mileage** measured from the **Effective Date and Mileage**, whichever occurs first, as shown on this Application Page, and/or when the **Limits of Liability** have been reached.

**Breakdown:** In the event of a **Breakdown** of any of the **Covered Repair(s)** listed below for Coverage, that are covered under this **Contract, We** will pay directly to **the Authorized Repair Facility** any pre-authorized reasonable expenses incurred for the repair or replacements of the part(s), less any Deductible, as stated in this Contract. Reasonable expenses shall include, but not be limited to, the parts, components, or units, which are not to exceed the manufacturer's suggested retail price (MSRP), which are necessary to repair or replace the failed covered part; the repair facility's labor rates, which are not to exceed the average market value for labor rates in the area that the **Authorized Repair Facility** is located in (area shall be defined as a fifty-mile [50] radius), which shall be multiplied by the amount of reasonable time in hours or sections of hours it may take to repair the part and/or vehicle (reasonable time shall be determined by data in the national labor time guide); and any reasonable tear-down or diagnostic expenses to investigate the cause of failure in the event the repair is a Covered Repair (reasonable tear-down or diagnostic expenses shall be determined by the market rates within the area within a fifty-mile [50] radius). Replacement of **Covered Parts** that have experienced a **Breakdown** may

be made with original equipment manufacturer parts, non-original equipment manufacturer parts, re-manufactured parts, or used parts at the **Administrator's** discretion.

**Deductible:** In the event of a **Breakdown** of any **Covered Part(s)** listed below, **You** may be required to pay a **Deductible**. The amount stated in the **Application Page** of this **Contract** shall be the deductible that will be paid by **You** upon each visit to the **Authorized Repair Facility**, for **Covered Repairs**. If that amount is equal to zero ("0"), **you will not be required to pay a deductible on any Covered Repair(s)** as long as this contract is active. Should a covered **Breakdown** require more than one visit to repair, **You** will only have to pay the deductible once for the **Breakdown**.

**Limit of Liability:** The aggregate limit of liability will be the greater of the average trade-in value of the Vehicle as provided by the NADA Guidelines as of the date of a filed claim or \$12,500.00. Once the maximum limit of liability has been reached, as defined above, this contract, its transfer and cancellation rights terminate.

**Incidental and Consequential Damage Limit of Liability:** Our liability of incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Vehicle, loss of time, loss of wages, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your Vehicle is expressly excluded.

### SECTION III. CONTRACT HOLDER'S RESPONSIBILITIES

**Contract Holder's Maintenance Requirements:** **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. **Your Vehicle's Owner Manual** lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** driving habits and climate conditions. Failure to follow these recommendations may result in the denial of claims.

**Oil Changes and Verifiable Receipts:** In the event of a **Breakdown**, **We** may request oil change and/or service records to verify that maintenance has been properly done. If **You perform your own maintenance and/or service**, **You** must retain all receipts that show the purchase of materials used in the **Vehicle** maintenance process.

**Filing a Breakdown Claim:** If **Your Vehicle** incurs a **Breakdown**, **You** must

**take the following steps to file a claim:**

- 1. Prevent Further Damage-** Immediately take action to prevent further damage to **Your Vehicle**. The operator of **Your Vehicle** is responsible for observing **Vehicle** warning lights, gauges, and sensory items that indicate a potential **Breakdown**. Upon this observation, you must immediately arrange for the vehicle to be diagnosed. **Failure to properly** take this action may result in the denial of claims.
- 2. Take your vehicle to the Authorized Repair Facility-** If **Your Vehicle** incurs a **Breakdown**, take **Your Vehicle** to any **Authorized Repair Facility**. As stated in the “Definitions” section of **this Contract**, an **Authorized Repair Facility** is any dealership, repair facility, or other business that is certified to repair motor vehicles by the National Institute for Automotive Service Excellence (ASE) in the United States or Canada.
- 3. Obtain Authorization from the Administrator.** Once **You** have taken **Your** vehicle to the **Authorized Repair Facility**, give them your **Contract Number**. **The Authorized Repair Facility must then contact Us at (888) 907-0870 and obtain authorization to proceed with the claim.** Any claim for repairs **without prior authorization from Us** may be denied, with the exception of **Emergency Repairs** as defined in this section of **the Contract**. The amount authorized by **Us** will be the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must obtain **additional approval from Us** by contacting the same number as stated above.
- 4. If applicable, Authorize Tear-Down and/or Inspection-** In some cases, **You** may need to authorize the licensed repair facility to inspect and/or tear down **Your Vehicle** in order to determine the cause of failure and cost of the repair. **We will pay this fee, up to the maximum market rate amount;** if the breakdown is a **Covered Repair**. The repair facility **must get prior authorization to begin the teardown by calling the claims number as stated above.**
- 5. Review Coverage-** After **We** have been contacted, review with the service manager what will be covered under this **Contract**.
- 6. Pay any Deductible (If Applicable)-** **You** must pay to the **Authorized Repair Facility** any required **Deductible**, as stated in “Terms and Conditions” section of this **Contract**. As stated in the “Terms and Conditions” section of this **Contract**, we will pay for the amount of the



**Breakdown** on a **Covered Repair** less the deductible. In the event there is no deductible as stated on the Application Page, **you will not be required to pay a deductible**. All repair orders, requested documentation, and invoices from the **Authorized Repair Facility** must be submitted to **Us** within thirty (30) days (three hundred sixty-five [365] days in Wisconsin) to be eligible for payment.

**Emergency Repairs:** Should an emergency occur which requires a repair of a **Breakdown** to be made at a time when **Our** office is closed, **and failure to repair the Breakdown immediately will either 1) render Your Vehicle unsafe to drive, 2) result in further damage to Your Vehicle or, 3) cause other components on Your Vehicle to fail**, follow the claim procedures above without authorization, **and We** will make reimbursement to **You** or the **Authorized Repair Facility** in accordance with the provisions of this **Contract** if the **Breakdown** is a **Covered Repair**. You must contact **Us** within three (3) business days from the date of repair to determine if the repair is a **Covered Repair**. **No Emergency Repairs will be reimbursed without authorization in excess of \$500.00 per occurrence.**

**For claims assistance, please contact Us, the Administrator, CarGuard Administration, INC at (888) 907-0870, NO CLAIMS WILL BE PAID UNLESS THE STEPS ABOVE ARE FOLLOWED.**

**Administered by: CarGuard Administration, INC, 4901 W. 136th Street, Leawood, KS 66224, (888) 907-0870.**

#### **SECTION IV. COVERAGE**

**Powertrain Enhanced Coverage** provides for the payment or reimbursement of costs authorized by **Us, the Administrator**, to repair or replace a **Breakdown** of the following parts:

**ENGINE (GAS/DIESEL):** The following parts are covered: pistons, piston rings, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. The engine block and/or cylinder heads are also covered if the above-listed parts cause a Breakdown of the engine block and/or cylinder heads.

**TURBO/SUPERCHARGER:** (Factory installed only): All internally lubricated parts of the factory installed turbocharger/supercharger. The turbocharger/supercharger housing is covered if the internally lubricated

parts cause a Breakdown of the turbocharger/supercharger housing.

**TRANSMISSION/TRANSAXLE:** All internally lubricated parts of Manual or Automatic Transmissions, including oil pump, drums, planetaries, sun gear and shell, shafts, bearings, side gears, carrier pinion gear, ring gear, shift rail, forks, synchronizers, and Torque Converter. Breakdown of the Transmission/Transaxle case is covered only if caused by the failure of an internally lubricated covered part.

**DRIVE AXLE:** All internally lubricated parts. Drive axle housing is also covered if damage is caused by Breakdown of an internally lubricated part.

**TRANSFER CASE:** All internally lubricated parts of the 4 x 4 Transfer Case. Breakdown of the Transfer Case is covered if caused by the failure of an internally lubricated part.

**ELECTRICAL:** Alternator; voltage regulator; heater fan; starter motor; starter solenoid; and starter drive.

**ENHANCED ELECTRICAL:** Power window motors and regulator; power door lock actuators; power truck switch; and power antenna motor.

**COOLING SYSTEM:** Cooling Fan; Cooling Fan motors; and fan clutch.

**FUEL SYSTEM:** Fuel Pump; fuel injection pump; metal fuel lines; fuel pressure regulator; fuel sending unit; and fuel gauge.

**AIR CONDITIONING:** Condenser, compressor, and evaporator. Orifice Tube and Accumulator/Receiver Dryer is also covered if required in connection with the repair of a covered part listed above.

**SEALS & GASKETS:** Seals and gaskets are only covered when required in connection with the replacement or repair of a covered part.

**Any parts not listed in this section for coverage are not covered by this Contract, with the exception of “Add On” parts as selected on the Application Page of this Contract and defined in “Section VII. Add On Coverage Options”.**

## **SECTION V. EXCLUSIONS – WHAT IS NOT COVERED**

**Coverage** is not provided under this **Contract** for any of the following

## **Exclusions:**

**Pre-Existing Condition(s): Any Vehicle found not to be in good mechanical order at the time this Contract is placed on the Vehicle.**

**Any Breakdown that occurs during waiting period of this Contract.**

**For damage to a covered part caused by the failure of a part that is not listed as covered under this Agreement.**

**When the responsibility for the repair is covered by an insurance policy, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Agreement), or a repairer's guarantee warranty regardless of their ability to pay. Further, Coverage under this Agreement is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.**

**Any covered repair not authorized in advance by Us, except those Emergency Repairs, as outlined in this Contract, in section "III. Contract Holder's Responsibilities".**

**Damage caused by continued operation of an impaired vehicle.**

**Overloading the Vehicle beyond the manufacturer's recommended capacity.**

**Repairs when Your Vehicle's odometer reading does not reflect the true mileage the vehicle has been driven for whatever reason.**

**A Breakdown caused by or involving modifications, alterations, or additions to Your Vehicle unless those modifications, alterations, or additions were performed by or recommended by Your Vehicle's original manufacturer.**

**A Breakdown caused by or related to towing a trailer or another vehicle unless Your Vehicle was equipped by the manufacturer for that purpose OR "Commercial Use" is selected as a surcharge on the Application Page of this Contract.**

**Vehicle used commercially except if the commercial usage surcharge is selected on the application for those eligible usage as defined in Section 1.**

**This contract and the commercial use surcharge is not eligible for vehicles used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping, cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, snow-plows, prearranged or organized racing, or competitive driving.**

**Repairs made outside of the United States and Canada.**

**Repairs required because of technician negligence, detonation, sludge or carbon deposits caused by negligence, contamination, rust and corrosion caused by negligence, and/or operation without the proper lubrication levels or fluid type.**

**Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel including fuels containing more than ten-percent (10%) ethanol if the engine was not manufacturer for this mixture, excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants, or improper engine adjustments. Any mechanical Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication, or carbon buildup in cylinders.**

**Repairs required because You did not properly maintain Your Vehicle, as outlined in this Contract in "III. Contract Holder's Responsibilities".**

**Repairs required because of fraud, collision, abuse, negligence, neglect, misuse, road hazards, off-road racing or use, vandalism, riot, theft, fire, war, acts of God, or the loss that is normally covered by Casualty and/or Collision insurance.**

**Repairs that are covered under a repairer's guarantee or another Service Agreement Provider's coverage, and/or repairs that are covered under an insurance policy, or a manufacturer and/or dealer customer assistance program or service agreement.**

**For any of the following parts: hoses, brake pads, brake linings/shoes, wiper blades, belts, thermostat housing, shock absorbers, carburetor, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, LED lighting, fuses, circuit breakers, cellular phones, personal computers, pre-heated car systems, game systems, radar detection devices, brake rotors and drums, all exhaust components, and the**

following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, catalytic converter/filtering/sensors, gas cap/filler neck, weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, door handles, lift gate handles, tailgate handles, door bushings/bearings, hardware or linkage, tires, tire pressure sensors, wheel/rims, programming, reprogramming, or updating or maintaining a component that has not mechanically failed. Any equipment not installed by the manufacturer. External nuts, bolts, and fasteners are not covered unless they need to be replaced in connection with a Covered Repair. Engine block and cylinder heads are not covered if damage is caused by external overheating, freezing, or warping or any other part not listed in the coverage section.

The Costs of teardown, disassembly, or assembly when a Breakdown is not covered by this Agreement.

Any regular maintenance services as described and/or recommended by Your manufacturer.

For any safety related maintenance events required by Your state or the manufacturer of Your Vehicle or a Breakdown caused by the continued operation of the Vehicle in an overheated condition irrespective of thermostat failure or the lack of proper and necessary amounts of coolants or lubricants.

For any repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer under normal operating conditions.

Any repair that has been misdiagnosed by the Authorized Repair Facility and/or any cause of failure that cannot be verified as accurate or is found to be inaccurate.

## SECTION VI. ADDITIONAL BENEFITS OF COVERAGE

All Coverage plans include the following benefits:

In the event **Your Vehicle** is disabled, **We** will dispatch a service vehicle to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power **Your Vehicle** may be towed to a location of **Your** choosing. **You**

will receive 25 miles of towing at no cost, any additional mileage will be **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call **1-844-286-4577**. **You** will be required to give the representative assisting **You** the following information: **Producer Code-45547, Your Member Number (which is your contract number on the top right of your contract) and Your plan letter which is U.**

**Roadside Assistance Coverage:** You are entitled to one (1) service per 72-hours. Services available to **You** at no cost are: a tow up to 25 miles; battery jumpstart; flat tire change; fuel delivery (You are responsible for the actual cost of the delivered materials); lockout assistance (entry to passenger compartment only).

**Reimbursement for Roadside Assistance:** In the event Your Vehicle is disabled and **You** contracted for any of the above covered services on Your own, You will be able to submit Your original receipted road service expenses for reimbursement consideration. Maximum for any covered services is strictly limited to \$50.

You must send your original receipted roadside bills along with a completed claim form to:

Nation Motor Club, LLC. dba Nation Safe Drivers,  
**ATTN:** Claims  
800 Yamato Rd STE 100, Boca Raton, Florida, 33076

Claim forms may be obtained online at [www.nsdclaims.com](http://www.nsdclaims.com) or by calling toll-free 1-800-338-2680.

**Trip Interruption:** In the event of a mechanical breakdown of a covered component or part, Administrator will **Reimburse** Agreement Holder a maximum of seventy five (\$75.00) dollars per day, not to exceed a total of two hundred twenty five (\$225.00) dollars up to three days (3), for expenses incurred by Agreement Holder for meals and/or lodging, provided: Agreement Holder cannot operate Agreement Holder's Vehicle due to a mechanical breakdown covered by this Agreement and are more than 100 miles away from home, and expenses are incurred between the time of breakdown and the time repairs are completed. (The date of breakdown shall be considered the first day.) One day's trip interruption expense shall be allowed for each eight hours, or portion thereof, of required manual flat-rate labor time. A detailed receipt must be submitted to Administrator before reimbursement will be made. **You** must also include a copy of the dealership **Repair Order** showing that a repair was made and the repair

was covered by **CarGuard Administration, INC**; and any other documentation reasonably requested by the Administrator.

**RENTAL:** In the event of a **Breakdown** of a covered part, **You** will be reimbursed for actual expenses incurred for a rental vehicle at the maximum daily rate of \$35.00 per day, for five (5) days, not to exceed \$175.00 per occurrence. After the first day of rental, each additional day of rental requires the covered repairs to exceed 4.0 labor hours per additional day as defined in the current year's manufacturers or nationally recognized labor time standards manual. In the event that the vehicle is not drivable due to the covered breakdown, we will cover one day of rental for every four (4) labor hours applicable to the covered repair. Under no circumstances will we provide rental coverage for any repair hours that exceed the operation time for the covered repair as defined in a nationally recognized labor time standards manual (current year's edition). Rental time due to parts backorder or component failure inspection may be considered at the discretion of the **Administrator**. Rental coverage shall not continue beyond the day on which covered repairs are completed. The substitute vehicle must be rented from a licensed and nationally recognized rental agency. To receive reimbursement, **You** must present the following items within 60 days of the repair completion date: a rental agreement from a licensed and nationally recognized car rental company signed by **You**; proof of payment receipt; a copy of the repair order showing that the repair was covered by **CarGuard Administration, INC**; and any other documentation reasonably requested by the Administrator.

### **Reimbursement Instructions for Trip Interruption and Rental Car**

**Reimbursement:** You must submit your receipts, repair orders, and any other documents for reimbursement, as described in the Trip Interruption and/or Rental provisions contained herein by submitting the documents to the following address:

Nation Motor Club, LLC. dba Nation Safe Drivers,  
**ATTN:** Claims  
800 Yamato Rd STE 100, Boca Raton, Florida, 33076

You must reference your **member number** and the **producer code (45547)** in your request.

**All 24-Hour Roadside Assistance Services and Benefits are administered through Nation Motor Club, LLC. administrative offices at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.**

**For Alabama, Arizona, Arkansas, Hawaii, Louisiana, Massachusetts, Nevada, Tennessee, Texas and Washington** members, services are provided by Nation Motor Club, LLC. dba Nation Safe Drivers. **For California** members, services are provided by Nation Motor Club, LLC. California Motor Club Permit Number 5157-3.

## SECTION VII. ADD-ON COVERAGE OPTIONS

The following options are add-on options and apply **ONLY** if they have been selected by **You** as indicated on the Application Page:

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

## SECTION VIII. INELIGIBLE VEHICLES

The following **Vehicles** are ineligible for coverage under this **Contract**:

**All Commercial Use Vehicles**, unless the Commercial Use surcharge option is selected on the Application Page. If the surcharge is selected, then only those commercial usages listed under the definitions section of this Contract are eligible for Coverage.

Any **Vehicle** used for towing (unless Your **Vehicle** is equipped with factory installed or factory authorized tow package), or used as a commercial unit (unless appropriate surcharge is marked on the Application Page and is defined in the "Add On Coverage" section of this Contract), or used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping, cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing, or competitive driving.

Any **Vehicle** that has been issued a restricted title, including but not limited to: gray market, total loss, salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only.



## SECTION IX. GUARANTEE

**Our** obligations and the performance to **You** under this **Contract** are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038. The telephone number for Wesco Insurance Company is (866) 505-4048. If a covered claim or refund is not paid within sixty (60) days (thirty [30] days for Arizona residents), or if the provider becomes insolvent or otherwise financially impaired, after proof of loss has been filed, **You** may file a claim directly with the Insurance Company by contacting the Insurance Company at the number provided above.

## SECTION X. CANCELLATIONS

**If You cancel this Contract** within the first 30 days from the Purchase Date of this **Contract** you shall be entitled to a full refund of all monies collected on your account. This refund shall be paid to you by the **Selling Agent**. You may cancel this contract within the first thirty (30) days by contacting the seller at the telephone number listed on the Application Page, or in writing. After thirty days, you must send any requests to cancel this **Contract** to us in writing.

**You** may cancel this **Contract** at any time, including instances when the **Vehicle** is sold, lost, stolen, or destroyed by notifying **Us** in writing and by submitting a request to **Cancel** the contract with a Letter of Cancellation stating the reason for cancellation, the mileage at the time of cancellation, and the date of cancellation. This letter must be submitted to the **Selling Agent**. We will consider the date of cancellation to be the date the Selling Agent receives the Letter of Cancellation. In the event this **Contract** is cancelled outside of the first thirty (30) days from the purchase date of this **Contract**, you will be charged a seventy five-dollar (\$75.00) cancellation fee to be deducted from any refund due.

**In the event this Contract is cancelled after the first thirty days from the purchase date** and the contract is not cancelled due to non-payment by the **finance agent** (if applicable), a pro-rated refund will be due. The pro-rated refund shall be calculated by taking the total cost of this **Contract** and dividing it by the total term of the contract in both miles and time in months. The resulting figure shall be the per month and per mile monthly amount earned. The amount earned per month and per mile shall then be multiplied by the number of months this **Contract** has been in force and the number of miles this **Contract** has been in force. The greater amount earned of the two figures shall be the total amount earned. The total amount earned shall then be subtracted from the total amount paid by **You** for this **Contract**, which shall equal the gross pro-rated refund due. A \$75.00 cancellation fee shall then be subtracted from the gross pro-rated refund

due. Any and all claims paid shall also be subtracted from the gross pro-rated refund due. The resulting figure shall be the net pro-rated refund due. In the event that the cancellation fee exceeds any pro-rated refund due, no money shall be owed to Us by You.

In the event this contract is financed through a **payment plan or finance agent**, the payment plan provider or finance agent shall place a lien against this **Contract**. Any and all refunds due from a cancellation shall be due to the payment plan provider or finance agent as long as a balance is due by **You** to the payment plan provider or finance agent. Once the payment plan has been paid off, any net pro-rated refunds shall be due to the **Contract Holder** directly.

In the event this contract is cancelled due to non-payment by the **payment plan provider, finance agent, or Selling Agent** you will forfeit any and all refunds due to **You**.

## SECTION XI. TRANSFERABILITY

This **Contract**, while in-force, may be transferred by the ORIGINAL **Contract Holder** to the subsequent owner of the **Vehicle** for a fee of fifty (\$50) dollars payable to **Us**, the **Administrator**. The subsequent owner must also transfer the manufacturer's warranty, if applicable. Written evidence of all required maintenance may be requested by **Us** upon transfer. All terms and conditions of the original **Contract** will apply to the transferee. Approval of transfers is at the discretion of **Us**, the **Administrator** and may be denied for any reason. Submission of a Transfer Request must be completed within thirty (30) days of the sale or transfer of the **Vehicle**.

In the event this **Contract** is transferred to a Dealer Entity, the contract will remain in a suspended status, whereby all claims will be rejected until the contract is transferred back to an individual owner. Both the individual who sells the contract to the Dealer Entity, and the Dealer Entity itself must pay the transfer fee to transfer it back to the new individual owner. **If this process is not followed properly, we reserve the right to void this contract** and any refund rights will be forfeited.

**Please send any and all transfer requests, as well as a check payable to CarGuard Administration, INC** to the following address:

**CarGuard Administration, INC**  
ATTN: Transfers  
4901 W. 136th Street

**Please reference the contract number, the name of the old contract holder and the name of the new contract holder in your correspondence.**

## **SECTION XII. GENERAL PROVISIONS**

**Resolution of Disputes:** Should a dispute, controversy, or claim arise out of or relating to this Contract, the dispute, controversy, or claim arising out of or relating to this Contract, or a breach hereof, may be settled by non-binding Mediation. Either party may make a written request to any nationally recognized organization that performs consumer related Mediation services. If both parties agree to Mediate in writing, the parties shall then agree to abide by the consumer related protocol established by the chosen Mediation organization and the laws of the state where the purchaser resides as well as federal law. Otherwise, any dispute, controversy, or claim arising out of or relating to this Contract shall be settled in a court of competent jurisdiction, according to the laws of the state where the Contract Purchaser resides at the time the dispute, claim, or controversy arose, and federal law.

**Payment Plan or Finance Agent Agreements:** If this **Contract** was purchased on a Payment Plan or through a Finance Agent, the failure to make monthly payments in a timely fashion will result in cancellation of this **Contract**, unless State Law mandates otherwise. Unpaid late fees will be posted to **Your** balance due by your **Payment Plan Provider** or **Finance Agent**. The **Payment Plan Provider** or **Finance Agent** shall be entitled to any refund resulting from cancellation for any reason until the contract has been Paid In Full with the **Payment Plan Provider** or **Finance Agent**.

**Reinstatement:** If this **Contract** is cancelled, **We** reserve the right to grant or deny any request for reinstatement. If this **Agreement** is reinstated by **Us**, **We** will not be responsible for liable for any **Breakdowns to Your Vehicle** during the period this **Contract** was cancelled, and for the first thirty (30) days from the effective date of reinstatement. If this **Contract** is cancelled due to non-payment, the **Contract** may be reinstated if the entire balance due is received within thirty (30) days of the cancellation, or unless **We** elect to make a special exception.

**Renewability:** You may purchase a **Contract** for additional time/mileage

provided the request is made within thirty (30) days and one thousand (1,000) miles prior to the expiration of the original **Contract**. At that time, contact the **Administrator** for the terms, **Coverage** and **Deductible** options available, which may not match the original **Contract Coverage** or be available at all.

### **SECTION XIII. SPECIAL STATE PROVISIONS AND NOTICE TO CONSUMERS**

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

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

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

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

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

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

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

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

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

**In Oklahoma**, this is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

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

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

**In Wisconsin**, the cancellation fee shall not exceed 10% of the provider fee. In Wisconsin, **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

#### **SECTION XIV. PRIVACY POLICY**

The trust of the customers of CarGuard Administration is our most valuable asset. **We** safeguard that trust by keeping nonpublic personal information about customers in a secure environment and using that information in accordance with this Privacy Policy.

Below is **Our** privacy pledge to our Customers:

#### **Information We May Collect:**

- **CarGuard Administration** may collect nonpublic personal information about you from the following sources: Information we receive from you (or is provided to us on your behalf) on applications and other forms, such as your name, address, telephone number, employer and income;

- Information about your transactions with CarGuard Administration, the **Selling Agent**, and the **Payment Plan Provider** and/or **Finance Agent** that includes your name, address, telephone number, age, insurance coverage, transaction history, claims history, and premium information;
- Information you provide to us on applications from health care providers, such as doctors and hospitals, to determine your past or present health condition. Health information will be collected as we deem appropriate to determine eligibility for coverage, to process claims, to prevent fraud, and to determine extenuating refunds, as authorized by you, or otherwise permitted or required by law.

### **Information We May Disclose and To Whom We May Disclose Information:**

The nonpublic personal information CarGuard Administration may collect as described above may be disclosed in order to deliver products and services to you, provide customer service, and/or administer your account with us.

**Disclosures permitted by law:** CarGuard Administration may disclose all of the nonpublic personal information described above, as permitted by law. We may use affiliated and non-affiliated parties to perform services for us, such as providing customer assistance, handling claims, protection against fraud, and maintaining software for us. We may also disclose information in response to requests from law enforcement agencies or State insurance authorities.

**Information Regarding Former Consumers:** CarGuard Administration does not disclose nonpublic personal information about former customers with inactive accounts, except in accordance with this Privacy Policy.

**Our Security Procedures:** CarGuard Administration restricts access to nonpublic personal information about you to those employees with whom we determine have a legitimate business purpose to access such information in connection with the offering of products or services to you. We employ security techniques designed to protect our customer data. We provide training and communications programs to educate employees about the meaning and requirements of our strict standards for data security and confidentiality.