

gold 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 _____ salesperson _____
 web site _____
 mailing address _____
 city / state / zip _____

covered vehicle information

vin number (17 numbers)	vehicle class
current odometer reading	options <input type="checkbox"/> 4 x 4 / AWD <input type="checkbox"/> diesel <input type="checkbox"/> high-tech electrical <input type="checkbox"/> turbo/supercharger <input type="checkbox"/> commercial <input type="checkbox"/> snow plow <input type="checkbox"/> lift kit <input type="checkbox"/> hybrid
year	
make	
model	

service contract information

contract number	waiting period	effective date
contract purchase price	contract term in months (additional)	
contract term in miles <input type="checkbox"/> additional _____	<input type="checkbox"/> expires at _____	
contract expiration date	contract expiration miles	
deductible <input type="checkbox"/> \$0. ⁰⁰ <input type="checkbox"/> \$50. ⁰⁰ <input type="checkbox"/> \$100. ⁰⁰ <input type="checkbox"/> \$200. ⁰⁰		

*if no selection a \$100.⁰⁰ 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.

Administrator/Obligor: CarGuard Administration, INC
 4901 W. 136th Street, Leawood, KS 66224
 (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 **Gold 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.**

Gold 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 **Gold 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 shown 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 **Breakdown** claims. The **deductible** will be due and owing each visit to a repair facility for covered **Breakdown** 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 Contract. If a different Waiting Period is indicated on the **Application Page** of this Contract, then the period of time and mileage 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. **The waiting period time and mileage shall be added to the end of the contract term.**

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.

Labor Rates and Parts: We shall only be required to pay the prevailing labor rate for all repairs. Further in the event of a covered repair, We shall only be required to repair the Vehicle with parts and/or components that we select, including the use of used, remanufactured, refurbished, or reconditioned parts and/or components. At the administrator's request the vehicle may be moved to another repair facility.

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

Gold 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: Cylinder Block, Cylinder Head(s), Rotary Housing and all Internally Lubricated Parts contained within the engine including: Pistons; Piston Rings; Connecting Rod Bearings; Crankshaft; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Chain or Belt; Timing Gears, Guides, Tensioners; Rocker Arms; Rocker Shafts; Rocker Bushings; Cylinder Head Valves; Valve Guides; Valve Lifters; Valve Springs; Valve Seals; Valve Retainers; Valve Seats; Push Rods; Water Pump; Fuel Pump; Oil Pump and Oil Pump Housing; Harmonic Balancer; Oil Pan; Timing Chain Cover; Intake and Exhaust Manifolds; Valve Covers; Engine Mounts;. (The oil pan and valve covers are only covered if damaged by the **Breakdown** of a **Covered Part**).

TURBO/SUPERCHARGER: (factory installed only) Turbocharger / Supercharger Housing and All Internally Lubricated Parts. (Housing is only covered if damaged by **Breakdown** of a **Covered Part**.)

TRANSMISSION: (Automatic or Standard) Transmission Case and all Internally Lubricated Parts plus: Torque Converter; Flywheel/Flex Plate; Vacuum Modulator; Electronic Shift Control Unit; Transmission Cooler; Transmission Mounts; Oil Pan; Slave/Clutch Master Cylinder; Pilot Bearing; and Throw-Out Bearing. (Transmission case is covered if damage is due to the **Breakdown** of a **Covered Part**).

DRIVE AXLE ASSEMBLY: (Front and Rear) Drive Axle Case; All Internally Lubricated Parts contained within the Drive Axle; Locking Hubs; Drive Shafts; Center Support Bearings; Universal Joints; Constant Velocity Joints; Axle Bearings; Four-Wheel Drive Actuator; and Differential Cover. (The drive axle housing is only covered if damaged by the **Breakdown** of a **Covered Part**.)

TRANSFER UNIT: Transfer Case and All Internally Lubricated Parts. (Transfer case is only covered if damaged by the **Breakdown** of a **Covered Part**).

BRAKES: Master Cylinder; Power Brake Cylinder; Vacuum/Hydro Assist Booster; Disc Brake Caliper; Wheel Cylinders; Compensating Valve; Brake Hydraulic Lines and Fittings; Hydraulic Control Unit; Hydraulic Trailer Brake Assembly and its Components. The following ABS Parts are also covered: Electronic Control Processor; Wheel Speed Sensors; Hydraulic Pump/Motor Assembly; Pressure Modulator Valve/Isolation Dump Valve; and Accumulator.

STEERING: All Internally Lubricated Parts contained within the Steering Box; Rack and Pinion Gear; Power Steering Pump; Power Steering Hoses; Steering Knuckles; Pitman Arm; Idler Arm; Tie Rod Ends and Drag Link; Steering Damper; Upper and Lower Steering Column Shafts and Couplings, including Internal Tilt-Wheel Mechanism; Steering Box and Rack and Pinion Gear Housings; Power Steering Assist Cylinder; Power Steering Pump Cooler; Twin "I" Beam & Bushings; and Steering Travel Stop. Rear Wheel Steering: Rear Steering Shaft and Couplings; Power Cylinder and Pump; Electronic Control Unit/Solenoid; Phase Control Unit; Stepper Motor; Steering Box; Control Valve; Rack; and Tie Rod Ends.

ELECTRICAL COMPONENTS: Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive; Engine Compartment Wiring Harness; Computerized Timing Control Unit; Electronic Ignition Module; Crank Angle Sensor; Knock Sensor; Ignition Switch; Ignition Switch Lock Cylinder; Front and Rear Window Wiper Motor, Washer Pump and Switch; Stop Lamp Switch; Headlamp Switch; Turn Signal Switch; Heater/A.C. Blower Speed Switch; Manual Heater/A.C. Control Head; Horns; Trailer Brake Wiring Harness; Auxiliary Power Supply Wiring; Exterior Cab Lighting; Auxiliary Fuel Tank Switching Unit and Switch. Electronic Instrument Cluster; Distributor; Ignition Coil; Electronic Combination Entry System (Does Not Include Transmitters and Receivers for Remote Locks); Cruise Control Module, Transducer, Servo and Amplifier; Powertrain Control Module; Headlamp Motors; Power Window Motor; Power Seat Motor; Power Mirror Motor; Power Antenna Motor/Mast Assembly; Convertible Top Motor; Power Sunroof Motor; Power Window Switch; Cruise Control Engagement Switch; Power Seat Switch; Power Mirror Motor Switch; Rear Defogger Switch; Power Door Lock Actuator and Switch.

AIR CONDITIONING: Condenser; Compressor, Compressor Clutch and Pulley; Air Conditioning Lines and Hoses; Evaporator; Idler Pulley and Idler Pulley Bearing; High/Low Compressor Cut-Off Switch; Expansion Valve; and Pressure

Cycling Switch. The following parts are also covered if they are required in connection with the repair of a **Covered Part** listed above and only if they have failed: Accumulator/Receiver Dryer; Orifice Tube; Oil and Refrigerant.

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, Mounts and Bushings; Stabilizer Bar, Links and Bushings; Struts; Strut Bearing Plates; Spindle and Spindle Support; Wheel Bearings; Pannard Bar; Track Bar; Suspension Bumpers; Leaf Springs; Leaf Spring Shackles and Hardware; Load Assist Shocks; Shocks; Load Assist Springs; and Coil Springs. Variable Dampening Suspension: Compressor; Control Module; Dampening Actuator; Solenoid; Struts; Height Sensor; and Mode Selector Switch.

FUEL SYSTEM: Fuel Injection Pump and Injectors; Vacuum Pump; Fuel Tank; Fuel Tank Sending Unit; Metal Fuel Delivery Lines; Fuel Pressure Regulator; and Fuel Tank Switching Unit/Switch.

COOLING SYSTEM: Engine Cooling Fan and Motor; Fan Clutch; Belt Tensioner; Radiator; Heater Core; Thermostat; Blower Motor; Hot Water Valve; Engine Oil Cooler; Cooler Lines and Fittings.

SEALS & GASKETS: Seals and Gaskets are covered only in conjunction with a repair or replacement of the above **Covered Parts**. Minor loss of fluid or seepage is considered normal and is not considered a mechanical **Breakdown** and is not eligible for **Coverage**.

Any parts not listed in this section for coverage are not covered by this Contract, with the exception of any "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, or any failure that occurred prior to the purchase of this Contract. Any breakdown and/or failure, whereby the cause of failure occurred due to a condition that pre-dated the purchase of this Contract shall also be expressly excluded from coverage.

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, such as a recall.

Technical Service Bulletins and Factory Service Bulletins, whereby the manufacturer has declared a known defect or recurring issue with Your Vehicle, shall also be expressly excluded from coverage under this Agreement. This shall apply even if the manufacturer has elected not to pay for repairs through a recall or other method.

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.

Any aftermarket part or component that was installed in the Vehicle to replace an original manufacturer's part or component that is salvaged or was not replaced in accordance with the manufacturer's recommended specifications.

Overloading the Vehicle beyond the manufacturer's recommended capacity.

Breakdowns that have occurred due to Wear and Tear.

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

Any breakdowns caused by any modifications, alterations, and/or additions to Your Vehicle, or if any modifications, alterations, and/or additions have been made to Your Vehicle You are using or have used Your Vehicle in a manner not recommended by the Manufacturer, including but not limited to, the failure of any custom or add on/aftermarket part regardless if supplied by a franchised dealer or not, all frame or suspension modifications, lift kits (unless the lift kit

option is marked on the Application Page and not to exceed 6 inch of combined lift), oversized/undersized tires or wheels not recommended by the original manufacturer (unless lift kit option is marked on the Application Page and not to exceed 6 inches greater than the Manufacturer's specifications), trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmissions modifications, and/or drive axle modifications, which includes any performance modifications.

Any breakdowns caused by any use of Your Vehicle not recommended by the manufacturer, including but not limited to, towing in excess of the manufacturer's recommendations, or if Your Vehicle is used for towing (unless your Vehicle is equipped with a factory installed or factory authorized tow package), or is used for Commercial Use (unless the Commercial Use option is selected on the Application Page and only as defined under the Commercial Use Add On Options section of this Agreement), or is used for snow removal (unless the Snow Plow option is selected on the Application Page of this Contract), rental, taxi, limousine, livery, or shuttle, towing/wrecker service, road repair, construction, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, off-road use, pre-arranged or organized racing, or competitive driving.

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, 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. Loss, damage, or expense resulting directly or indirectly from any intentional, dishonest, fraudulent, criminal or illegal act committed by You, Your employee or agent, or occurring due to confiscation or repossession.

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, air springs and air struts, headlight assemblies, taillamp assemblies, blind spot sensors, heated steering wheels, coolant reservoir tanks, fuse boxes (including SAM Modules and Total Integrated Power Modules), Oxygen (O2) sensors, vacuum pumps, 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.

Any and all emissions and/or exhaust components are excluded from coverage.

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 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**.

High Tech Option: If **You** have selected the High-Tech Coverage Option as indicated on the Application Page, **You** have **Coverage** for Back Up Camera & Sensor/Perimeter Warning, Video System & Display Screens, Entertainment Systems, GPS/Navigation Systems, Blind Spot Sensors, Electronic Information Displays, and Anti-Theft Systems

until your Vehicle reaches 100,000 miles on its odometer. These parts will only be covered if they are the original manufacturer's part. Once your vehicle reaches 100,000 miles on its odometer, these parts will not be covered.

HYBRID VEHICLE OPTION (Mandatory as It Applies): If You have selected the Hybrid Vehicle Option as indicated on the Application Page, You have Coverage in accordance with the applicable terms of this Contract for any electric motor, power controller, inverter assembly, generator(s), electronic air conditioning compressor, electronic power or steering pump.

LIFT KIT OPTION (Mandatory as It Applies): If the Application Page shows that the Lift Kit option was selected, Coverage will be provided for Your Vehicle if it has oversized/undersized tires (not to exceed 6 inches greater than manufacturer's specifications), body lifts, and suspension lifts (maximum 6-inch combined lift) that are installed by the Dealer or Authorized dealer facility at the time of the Vehicle sale. Coverage will be provided in accordance with the terms and provisions of this Vehicle Service Contract. The Odometer must be re-calibrated to register accurate readings in order for Your Vehicle to be eligible for this Coverage. The oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions are specifically excluded from Coverage, and any failures caused by those oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions shall not be covered under this Contract.

SNOW PLOW OPTION (Mandatory as It Applies): If the Application Page shows that the Snow Plow option was selected, this Contract will provide Coverage if Your Vehicle is used for snow removal, provided Your Vehicle is properly equipped for such use and it is not used commercially (unless the Commercial Use option is selected on the Application Page of this Contract). The snow plow itself, and any and all other systems related to snow removal is specifically excluded from coverage under this Contract.

If Your Vehicle is found to be equipped with 4 X 4 / AWD, Diesel engine, Turbo/Supercharger, Hybrid, Snow Plow, or Lift Kit, and the corresponding Option is not checked on the Administrator copy of the Application Page of this Contract, then no Coverage will be provided for Failures related to that Option during the term of this Contract.

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, 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. GUARANTY

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, 43rd Floor, New York, NY 10038. The telephone number for Wesco Insurance Company is (866) 505-4048. If any 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 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, less a service charge of seventy-five dollars (\$75), except where state law or regulation requires a lesser amount. **After 30 days, paid claims shall also be deducted from any pro-rated refund due**, except where prohibited by state law or regulation.

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.

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
Leawood, KS 66224

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. 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.

