

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

03/08/21

DATE OF SALE

4022 South State Street
Salt Lake City, UT 84107Phone (801) 268-9911
Fax (801) 268-4878

www.rcautomotive.com

SHANE P KARSTENS SARA F KARSTENS

PURCHASER'S NAME

1525 IDAHO ST

STREET ADDRESS

RAWLINS, WY 82301-0000

CITY

COUNTY

STATE

ZIP CODE

(303) 886-6308

RES. PHONE

BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR	
	XX		2015	AUDI	A8	4DR SDN 4.0T	8	GRAY	
V.I.N.			ODOMETER			STOCK NO.		DEL. DATE	SALESPERSON
WAUJ2AFD1FN010995			67,121			T1585		03/08/21	JASON WAGGONER

PURCHASE PRICE AND OTHER SUMS DUE

1. CASH PRICE OF VEHICLE	29,910.00
2. ACCESSORIES/OPTIONS	N/A
3. VEHICLE THEFT REG.	N/A
4.	N/A
5.	N/A
6. TOTAL CASH PRICE (add lines 1-5)	29,910.00
7. MFR. REBATE \$	N/A
8. PORTION/REBATE APPLIED TO PURCHASE	(N/A)
9. SUB TOTAL (line 6 minus 8)	29,910.00

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN

☐ Title (if not, explain):

REGISTRATION	POWER OF ATTORNEY	ODOMETER STATEMENT	TRADE-IN APPRAISAL	AUTHORIZATION FOR PAYOFF	MANUFACTURED OUT OF COUNTRY
☐	☐	☐	☐	☐	☐

NOTICE ONLY TO BUYERS OF USED VEHICLES

The information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.

TRADE-IN AND/OR OTHER CREDITS

YEAR/MAKE	ODOMETER
N/A	N/A
SERIES	BODY TYPE
N/A	N/A
V.I.N.	
N/A	

*BALANCE OWED ON TRADE-IN: N/A
BALANCE OWED TO:
ADDRESS:

PAYOFF GOOD
VERIFIED BY: UNTIL: N/A

DATE OF VERIFICATION: 03/08/21 ACC#: N/A

*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE:
Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.

10. TRADE-IN ALLOWANCE	N/A
11. BALANCE OWED ON TRADE-IN*	N/A
12. NET ALLOWANCE ON TRADE-IN (line 10 minus 11)	N/A
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)	10,993.00
14. TOTAL CREDITS (total lines 12 & 13)	10,993.00
15. SUB-TOTAL FROM LINE 9	29,910.00
16. SERVICE CONTRACT	3,674.00
17. DEALER DOCUMENTARY SERVICE FEE	349.00
18.	N/A
19. SUB TOTAL-TAXABLE ITEMS (total lines 15-18)	33,933.00
20. TRADE ALLOWANCE** (line 10)	N/A
21. NET TAXABLE AMOUNT (line 19 minus line 20)	\$ 33,933.00
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"	N/A
23. UTAH LICENSE AND REGISTRATION FEES	60.00
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES	N/A
25. UTAH INSPECTION/EMISSIONS TEST FEE	N/A
26. UTAH WASTE TIRE RECYCLING FEE	N/A
27.	N/A
28.	N/A
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	33,993.00
30. TOTAL CREDITS (line 14)	(10,993.00)
31. BALANCE DUE (total line 29 minus 30)	23,000.00
DAY MONTH YEAR	8 Mar 21

FINANCING DISCLOSURE

INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged, if Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.

PURCHASER AGREES TO ARRANGE FINANCING

"(A)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.

SIGNATURE OF PURCHASER

SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:

INTEREST RATE BETWEEN N/A % AND N/A % PER ANNUM, TERM BETWEEN 1 MONTHS AND 1 MONTHS. MONTHLY PAYMENTS BETWEEN \$23,000.00 PER MONTH AND \$23,000.00 PER MONTH BASED ON A DOWN PAYMENT OF \$10,993.00

(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.

(b) PURCHASER THEN HAS 14 DAYS FROM DATE OF THE SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE, PURSUANT TO (UTAH CODE ANN.) SECTION 41-3-401.

(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:

(i) RETURN TO SELLER THE MOTOR VEHICLE PURCHASED;
(ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND

(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.

(3) IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN.

(4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.

(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM: (a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS

(b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER, AND

(c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.

(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

SIGNATURE OF PURCHASER

SIGNATURE OF SELLER

OTHER TERMS AGREED TO:

NONE ☐AS FOLLOWS ☐

Purchaser has arranged insurance on vehicle through _____ insurance company. Policy # _____

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN, UNLESS OTHERWISE INDICATED BY SELLER IN WRITING. ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURN, REFUND OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

SIGNATURE OF PURCHASER DATE 03/08/21
SIGNATURE OF CO-PURCHASER _____ DATE 03/08/21

VEHICLE TO BE TITLED IN NAME OF SHANE P KARSTENS

SIGNATURE OF SELLER

DATE 03/08/21



Advantage Care

VEHICLE SERVICE AGREEMENT
DECLARATIONS PAGE

AGREEMENT HOLDER SHANE KARSTENS		EMAIL ADDRESS	
ADDRESS 1525 IDAHO ST		TELEPHONE (303) 886-6308	
CITY RAWLINS	STATE WY	ZIP CODE 82301	
SELLER RC AUTOMOTIVE		SELLER CODE DLR0037141	
ADDRESS 4022 S STATE ST		TELEPHONE (801) 268-9911	
CITY SALT LAKE CITY	STATE UT	ZIP 84107	
LIENHOLDER NONE			
ADDRESS		TELEPHONE	
CITY	STATE	ZIP	
ODOMETER MILEAGE ON AGREEMENT PURCHASE DATE		VEHICLE PURCHASE PRICE	
67121		\$29,910.00	
AGREEMENT PURCHASE DATE 3/9/2021	AGREEMENT PURCHASE PRICE \$3,674.00	AGREEMENT TERMS OF PAYMENT: PAID IN FULL ☐ PAYMENT PLAN ☐ FINANCED ☐ LEASED ☐	
YEAR 2015	MAKE Audi	MODEL A8	VEHICLE IDENTIFICATION NUMBER WAUJ2AFD1FN010995
COVERAGE TYPE: Total Exclusionary		DEDUCTIBLE: \$100.00 Disappearing-Deductible	
COVERAGE TERM MONTHS: 60		COVERAGE MILEAGE LIMIT: 100000	
VALIDATION PERIOD DAYS: 0		VALIDATION PERIOD MILES: 0	
☐ QUALIFIED LIFT/DROP ☒ ALL WHEEL DRIVE / 4x4 ☐ DIESEL ☐ COMMERCIAL USE ☒ SUPERCHARGER/TURBO ☐ RIDE SHARE ☒ SMART TECH			

If no coverage is stated above, the Powertrain Coverage will automatically be applied.

WHEN BREAKDOWN COVERAGE BEGINS AND EXPIRES

BREAKDOWN COVERAGE BEGINS UPON THE EXPIRATION OF THE VALIDATION PERIOD LISTED ON THE DECLARATIONS PAGE. BREAKDOWN COVERAGE ENDS AT 12:00 MIDNIGHT ON THE DAY THE SUM OF THE COVERAGE TERM IN MONTHS LISTED ON THE DECLARATIONS PAGE PLUS THE VALIDATION PERIOD MONTHS LISTED ON THE DECLARATIONS PAGE ADDED TO THE AGREEMENT PURCHASE DATE IS REACHED OR WHEN THE VEHICLE'S ODOMETER MILEAGE EXCEEDS THE SUM OF THE ODOMETER MILEAGE ON AGREEMENT PURCHASE DATE LISTED ON THE DECLARATIONS PAGE ADDED TO THE VALIDATION PERIOD MILES LISTED ON THE DECLARATIONS PAGE PLUS THE COVERAGE MILEAGE LIMIT LISTED ON THE DECLARATIONS PAGE, WHICHEVER OCCURS SOONER.

THIS IS NOT AN INSURANCE CONTRACT

YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR A VEHICLE. You should read this Agreement carefully. It contains the entire agreement between You and Us. It takes precedence over any other written or oral statements made to You with respect to this Agreement. This is a service agreement, not a warranty. Provisions concerning Your responsibilities, including routine maintenance, are listed in Section Three Subsection G "Your Responsibilities". Review Section Five "Special State Disclosures and Requirements" for any rights, privileges and conditions that govern this Agreement in Your state. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect.



Customer Signature

Dealership Signature

03/10/2021

Date

AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS!
FOR CLAIMS CALL: 855-292-9311 or EMAIL: claims@smartautocare.com
FOR EMERGENCY ROADSIDE ASSISTANCE COVERAGE YOU MUST CALL 1-888-246-2014

Our obligations under this Agreement are insured under an insurance policy issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, except in California, Georgia, New York, Rhode Island and Wisconsin.

In the event the Obligor fails to pay or provide service on an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number: (800) 888-2738.

SECTION ONE – DEFINITIONS

ADMINISTRATOR – Administrator means Ownershield, Inc. P.O. Box 852770 Richardson, TX 75085 (855-292-9311).

AGREEMENT – This vehicle service agreement.

BREAKDOWN/MECHANICAL BREAKDOWN– The definition of Breakdown means the failure of a covered part under normal service due to defects in material or workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any noncovered parts.

COMMERCIAL USE - A commercial use vehicle is defined as a vehicle registered to a business and/or for business purposes. Vehicles that are used in excess of manufacturer's G.V.W. or for excessive hauling and pulling are excluded from coverage hereunder. Tow trucks, snowplows, emergency vehicles, taxi cabs, livery and police vehicles are specifically excluded from coverage hereunder.

COVERED PART – The eligible parts listed in the Breakdown Coverage section of this agreement, Section Three, E. Schedule of Coverages. The listed parts must be factory installed equipment on Your Vehicle or replacement parts meeting the manufacturer's specifications.

DECLARATIONS PAGE – The numbered document which is part of this Agreement where information regarding You, Your Vehicle and coverage options is shown.

DEDUCTIBLE – The amount indicated on the Declarations Page that You must pay for the repair of a Breakdown. A Deductible does not apply to emergency roadside assistance, substitute transportation or trip interruption coverage.

DISAPPEARING DEDUCTIBLE – means Your deductible as listed on the Declarations Page, which is waived in its entirety, if You return to the original seller listed on Your Agreement for repair of a Covered Breakdown.

INTERNALLY LUBRICATED PARTS / COMPONENTS – means Parts contained within a case, block, or housing that require proper qualities and quantities of oil or lubrication to function as designed.

MILEAGE LIMIT – The maximum number of miles indicated on the Declarations Page that this Agreement shall be in force.

PRE-EXISTING – A condition and/or failure that within all reasonable mechanical probability and mechanical fitness existed prior to the AGREEMENT PURCHASE DATE, or prior to the expiration of the VALIDATION PERIOD.

QUALIFIED LIFT DROP - Vehicles with lift kits under 6 inches, or drops under 4 inches.

RIDE SHARE – a car service in which a person arranges a ride in a privately-owned vehicle (i.e. Uber, Lyft, or vehicles with a TLC license in New York City and New York, excluding Taxi or Yellow Cab.)

SERVICE CONTRACT PROVIDER, WE, US, AND OUR (OBLIGOR) – means Ownershield, Inc. P.O. Box 852770 Richardson, TX 75085 (855-292-9311).

STATE LICENSED / LICENSED REPAIR FACILITY – means any facility licensed in the business of motor vehicle repairs.

TERM – The maximum number of months indicated on the Declarations Page that this Agreement shall be in force.

VALIDATION PERIOD – This Agreement is subject to a validation period, if applicable, of time and mileage which begins on the date (as listed on the Declarations Page) that You purchased this Agreement and at Your Vehicle's odometer reading (as listed on the Declarations Page) on that date. There is no Coverage during the Validation Period. Coverage begins upon the expiration of the Validation Period. The Validation Period expires when the time and mileage of Your Validation Period as listed on the Declarations Page has elapsed.

VEHICLE – The vehicle covered by the terms and conditions of this Agreement as listed on the Declarations Page.

YOU, YOUR, TRANSFEREE – The purchaser(s) of this Agreement.

SECTION TWO – EMERGENCY ROADSIDE ASSISTANCE COVERAGE

FOR EMERGENCY ROADSIDE ASSISTANCE COVERAGE YOU MUST CALL 1- 888-246-2014

Roadside Assistance is available twenty-four (24) hours a day/three hundred sixty five (365) days a year anywhere in the United States (including Alaska & Hawaii) and Canada. The following non-accident related services are available up to a maximum benefit of one hundred (\$100.00) dollars per incident:

- Towing Assistance - When towing is necessary, the Covered Vehicle will be towed to the nearest qualified service facility or to another location requested by the driver of the Covered Vehicle.
- Flat Tire Assistance - Service consists of the removal of the Covered Vehicle's flat tire and its replacement with the spare tire located with the Covered Vehicle, or the service provider will drive you to the closest tire store for repair.
- Fuel, Oil, Fluid and Water Delivery Service - An emergency supply of fuel (3 gallons), oil, fluid and water will be delivered if the Covered Vehicle is in immediate need. You must pay for the fuel or other fluid when it is delivered.
- Lock-out Assistance – If your keys are locked inside the Covered Vehicle, assistance will be provided to gain entry into the Covered Vehicle.
- Battery Assistance – If battery failure occurs, a jump start will be provided to start your Covered Vehicle.

Refer to section Four G of this contract for additional Roadside Assistance terms and exclusions.

SECTION THREE – BREAKDOWN COVERAGE

A. BREAKDOWN COVERAGE

We will repair, replace, or have repaired or replaced any Covered Part which experiences a Breakdown. In case of Breakdown You must follow the procedures in SUBSECTION B, "IN CASE OF BREAKDOWN". We will reimburse You or Your State Licensed / Licensed Repair Facility for preauthorized expenses incurred, less the deductible (if applicable) for the repair or replacement of a Covered Part. At the sole discretion of the Administrator, We will pay up to the manufacturer's suggested retail price for a part. Replacement may be made with new, remanufactured or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle. At the sole discretion of the Administrator, We will pay up to the State Licensed/Licensed Repair Facility's published hourly labor rate multiplied by the appropriate operation time as published in a national labor rate time guide. At the sole discretion of the Administrator, We reserve the right to request Your Vehicle be moved to another State Licensed/Licensed Repair Facility

B. IN CASE OF BREAKDOWN

- (1) Take immediate action to prevent further damage. This Agreement will not cover damage caused by not securing a timely repair of the failed component.
- (2) If it is dangerous to operate Your Vehicle, or if operating Your Vehicle may cause further damage, You must have the Vehicle towed.
- (3) Take Your Vehicle back to the selling dealer, or any State Licensed / Licensed Repair Facility, or You may contact the Administrator at 855-292-9311 for assistance.
- (4) You or the State Licensed / Licensed Repair Facility must call the Claim Department at 855-292-9311 for approval prior to repairing or cleaning any parts.
- (5) You or the State Licensed / Licensed Repair Facility must provide an estimate of parts and labor costs in order to obtain approval. No claim payments will be made if the Claim Department has not issued a claim approval reference number prior to repairing, replacing, or cleaning any parts.
- (6) You must authorize any charge(s) necessary to determine cause of failure. This includes necessary diagnostic and tear down charges. If it is determined that the failure does not constitute a Breakdown under the terms of this Agreement, You must pay for all diagnostic, tear down and repair charges.
- (7) You must cooperate in Our investigation of any breakdown. You must allow Us to inspect Your Vehicle if We ask to do so. We have no obligation to inspect Your Vehicle or to certify its condition before or after covered repairs are completed.
- (8) You must, upon request, show Us and/or the State Licensed / Licensed Repair Facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications and/or provide documentation to prove ownership of the Vehicle.
- (9) Within thirty (30) days of the repair, You or State Licensed / Licensed Repair Facility must furnish Us with copies of the repair order and other requested receipts or documents. You must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation and, if applicable, emergency roadside assistance expenses. All receipts must be in Your name and must show the date(s), Vehicle description, and odometer reading at the time of the Breakdown, and Your Agreement number.

C. SUBSTITUTE TRANSPORTATION COVERAGE

If Your Vehicle requires repair due to a Breakdown, even when that part is covered by a factory warranty, We will reimburse You up to fifty (\$50) dollars per day for every eight (8) hours, (or portion thereof), of labor time required to complete the repair, up to a maximum of seven (7) days. To qualify for the first day(s) reimbursement, the Vehicle must be inoperable or unsafe to drive requiring that it be retained by the State Licensed / Licensed Repair Facility overnight or the covered repair must exceed a minimum of four (4) hours labor, as defined in the current year manufacturer or other accredited flat rate repair manual. This coverage does not apply to the time waiting for parts, services, weekends, or other delays beyond the control of the State Licensed / Licensed Repair Facility or the Administrator. No deductible will apply to this benefit.

C1. TRIP INTERRUPTION COVERAGE

In the event that Breakdown of a part covered by this Agreement occurs more than one hundred (100) miles from Your home and results in a State Licensed / Licensed Repair Facility keeping Your Vehicle overnight, We will reimburse You up to seventy-five (\$75.00) dollars per day for a maximum of three (3) days for receipted lodging and restaurant expenses incurred between the date of the Breakdown and the date on which the repairs are completed. The total benefit per Breakdown occurrence shall not exceed two hundred and twenty-five (\$225.00) dollars.

D. DIAGNOSTIC COVERAGE

We will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a covered BREAKDOWN, not to exceed the labor time listed in nationally recognized parts and labor guides. Administrator reserves the right to approve or deny diagnostic charges at the sole discretion of the Administrator. DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.

E. SCHEDULE OF COVERAGES

POWERTRAIN COVERAGE

GASOLINE ENGINE – All internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing belt/chain, timing chain gears, timing chain guides, timing belt/chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold; exhaust manifold; freeze plugs; throttle valve cable; engine mounts. Cases, housings, engine block, oil pan and cylinder heads are covered only if damaged by the failure of an internal lubricated part.

DIESEL ENGINE – All internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing chain, timing chain gears, timing chain guides, timing chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold; exhaust manifold; vacuum pump; freeze plugs; EGR cooler; throttle valve cable; engine mounts; glow plugs. Engine block, oil pan and cylinder heads are covered only if damaged by the failure of an internal lubricated part.

TURBO CHARGER/SUPER CHARGER – (factory installed only) Turbocharger/Supercharger Housing and all internal lubricated parts.

TRANSMISSION – All internal lubricated parts within the transmission including torque converter, valve body, valve body shift solenoids, accumulator rings, accumulators, adjusters, bands, bearings, boost valve, center support chain, check balls, clips, clutch drums, clutch piston, clutch packs (automatic transmission

only), control rings, counter shaft, detent valve, gears, governor, governor gear, output shaft, parking gear, planetary gears carrier, planetary gears, pressure regulator valve, pressure switches, ring gears, roll pins, separator plate, servo rings, servo sleeves, shift forks, shift shafts, shift valves, shifter shaft, snap rings, sprags, springs, sprockets, stator shaft, sun gear shell, sun gears, synchronizer hub, synchronizer key(s), synchronizer ring, synchronizer sleeves, synchronizer springs, synchronizer(s), transfer shaft. Transmission mounts; transmission mount bushings; drive axle shafts; constant velocity joints; flywheel/flexplate; transmission cooler; oil lines; detent cable; detent cam; detent cam spring; front pump; front pump gears; front pump guide rings; front pump vanes; range selector cable; retainers; side cover; vacuum modulator; external switches and solenoids; electronic controller; speed sensor; speedometer cable; neutral safety switch; auxiliary valve body; modulator valve; parking pawl; speedometer drive gear. Transmission cases, housings, and transmission oil pan are covered only if damaged by the failure of an internal lubricated part.

TRANSFER CASE - All internal lubricated parts within the transfer case including main shaft, output shafts, bearings, drive sprocket, synchronizers, planet carriers, shift forks, chain. Transfer case is covered only if damaged by the failure of an internal lubricated part.

FRONT WHEEL DRIVE/REAR WHEEL DRIVE SYSTEM— All internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; flex disc; half shafts; hub bearings; wheel bearings; yokes; lock ring; lock nuts. Drive axle housing is covered only if damaged by the failure of an internal lubricated part.

FOUR WHEEL DRIVE/ALL WHEEL DRIVE SYSTEM - All internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; flex disc; half shafts; wheel bearings; yokes; lock ring; lock rings; Automatic locking hubs; manual locking hubs; hub bearings; four-wheel drive actuator motor; front axles; front drive shaft; four-wheel drive engagement switch. Drive axle housing is only covered if damaged by the failure of an internal lubricated part.

SEALS AND GASKETS- Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered. Coverage will expire when your vehicle reaches 150,000 miles as indicated on your odometer or the expiration of the term of this Agreement, whichever occurs first. After, 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

POWERTRAIN + COVERAGE

Parts covered include but are not limited to all components listed in Powertrain Coverage in addition to the following:

AIR CONDITIONING AND HEATING — Heater core; blower motor; air conditioning compressor; clutch and/or pulley; condenser; evaporator; receiver dryer; orifice tube; expansion valve; accumulator; high/low cut-off switches; cycling switch; power module, controller and relay; dash control unit/temperature control programmer; heater control valve; idler pulley; idler pulley bearing; serpentine belt tensioner; electronic temperature control sensors; temperature sensor internal; ambient temperature sensor.

COOLING SYSTEM — Water pump; belt tensioners; radiator; thermostat; oil cooler; cooling fan clutch; cooling fan electric motors; fan blade assembly; coolant reservoir sensor.

GASOLINE FUEL SYSTEM — Fuel tank; fuel sending unit; fuel pump; fuel injectors; fuel injection rails; fuel pressure regulator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; warm up regulator.

DIESEL FUEL SYSTEM — Fuel tank; fuel sending unit; fuel pump; high pressure fuel pump; lift pump; accessory vacuum pump and injector pump; fuel injectors; fuel distributor; fuel pressure regulator; fuel/water separator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; warm up regulator.

ELECTRICAL — Alternator, voltage regulator; distributor (excludes cap, rotor and spark plug wires); distributor shaft; distributor bushings; distributor gear; distributor housing; horns; oil pressure sending unit; engine management sensors; all wiring harnesses; ignition coil; ignition module; ignition switch; ignition lock cylinder; main electronic control unit; powertrain control module; transmission control module; body control module; anti-theft system; anti-theft system switches, sensors and siren; starter motor; starter solenoid; starter drive; convertible top engagement switch and motor only; cruise control module; cruise control switch; cruise control cancellation switch; cruise control resume switch; power door lock actuators; power door lock solenoids; head lamp door motors only; primary instrument cluster; electronic driver information display, display module and power supply; dome and map light assemblies; power seat motor and transmission; seat heater assembly; brake light switch; defogger switch; rear defroster; headlight switch; power mirror switch; sunroof switch; back up light switch; turn signal switch; washer pump switch; window switches; wiper switch; trunk lid release switch; trunk lid release activator and motor; washer pump motor; windshield wiper motor; rear wiper motor; headlight wiper motor; power window motor; power window gear; power window regulator; power window lift tape; safety restraint system; air bag; air bag control module; air bag sensors and switches; impact sensors; illuminated visors.

SUSPENSION — Upper and lower control arms; control arm shafts and bushings; radius arm and bushings; trailing arm; track bar; stabilizer shaft, links, and bushings; upper and lower ball joints; torsion bars; torsion bar mounts; torsion bar bushings; coil springs; leaf springs; steering knuckles; strut bar; strut mounts; strut bushings; strut and strut inserts; spindles; steering dampener; electronic height level sensor; electronic height level controller; electronic height level air compressor; compressor relay; mode switch; wheel bearings; wheel seals.

BRAKES — Brake master cylinder; brake power assist boosters; brake power assist valves; disc brake calipers; bleeders; brake adjusters; backing plates; brake pedal apply pin; wheel cylinders; combination valve; proportioning valve; metering valve; brake hydraulic lines and fittings; vacuum and fluid reservoirs; hydro boost unit; parking brake cable; pressure differential switch; brake fluid level sensor; residual pressure check valve; return spring; self adjuster mechanism; springs clips and retainers; parking brake lever; parking brake ratchet assembly.

ABS SYSTEM — ABS booster; ABS pump/motor; ABS control processor; ABS dump valve; ABS sensors; ABS solenoids; ABS electronic control compressor; ABS hydraulic control unit; ABS modulator valve; ABS compensating valve; ABS accumulator.

STEERING — Steering gear; rack and pinion; rack and pinion mounts and bushings; power steering pump; power steering hoses and couplings; power steering cooler; steering main and intermediate shafts; steering column; steering column bearings; steering column couplers; electronic power steering motor; steering box; pitman arm; idler arm; tie rods; drag link; tilt wheel mechanism; rack bellows; center link; control valve; relay rod.

SEALS AND GASKETS- Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered. Coverage will expire when your vehicle reaches 150,000 miles as indicated on your odometer or the expiration of the term of this Agreement, whichever occurs first. After, 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

COMPREHENSIVE COVERAGE

Parts covered include but are not limited to all components listed in Powertrain Plus Coverage in addition to the following:

AUDIO – (Factory installed only) AM radios, AM/FM radios, satellite radios, antenna motor, cassette players, CD players, and CD changers (excluding speakers and graphic equalizers).

HYBRID SYSTEM – IMA control unit for battery; IMA control unit for electric motor; junction board assembly; IMA motor stator assembly; IMA motor rotor assembly; PDU unit (pre-driver); PDU converter.

ENTERTAINMENT AND NAVIGATION – (Factory installed only) DVD players, VHS players, and navigation equipment.

SMART TECH COVERAGE

If You selected SMART TECH Coverage, this Agreement will cover the following factory installed components:

SMART TECH – The following Factory Installed Components/Systems: Speaker system; Rear Entertainment System; Hot-Spot WiFi Module; Bluetooth Systems; Collision Avoidance System; Blind Spot Monitoring System; Park Assist System; Keyless Access System (not key fob); Remote Start System; Homelink/Garage Door Control Transmitter; Electronic transmitting and receiving devices, DVD Players; VHS Players; Telephones; Radar Detectors; GPS Equipment / System; and Gaming System. Smart Tech coverage will expire when your vehicle reaches 150,000 miles as indicated on your odometer or the expiration of the term of this Agreement, whichever occurs first. All aftermarket components are excluded.

TOTAL EXCLUSIONARY COVERAGE

If You selected TOTAL EXCLUSIONARY Coverage, this Agreement will cover necessary repairs to ALL of Your Vehicle's components, except for those items listed under "WHAT IS NOT COVERED" in this Agreement.

F. WHAT IS NOT COVERED

F.1. PARTS AND SERVICES NOT COVERED

This Agreement does NOT provide coverage for any of the following parts or services:

(a) Interior maintenance, adjustment and wear items including buttons, carpet, water leaks, dash pad, door and window handles, knobs, rearview mirror (glass, housing, housing contents), and trim.

(b) Exterior maintenance, adjustment and wear items including but not limited to glass, service adjustments for body parts, bright metal, bumpers, body panels, door handles, latches, hinges, moldings, outside ornamentation, convertible or vinyl tops, paint rust, sheet metal, side-view mirrors (glass, housing, housing contents), air and water leaks, weather-strip, wheel covers/ornaments, wind noise, and physical damage to alignment, bumper, or body parts.

(c) Service adjustments/cleaning, a contaminated fuel system, air conditioning recharge, all batteries, all hybrid batteries, electronic transmitting and receiving devices failure due to battery loss of capacity, battery cables, fuses, relays, bolts and fasteners, belts, brakes (drums, shoes, linings, disc rotors and pads), exhaust system (including catalytic converter), lights (ANY COMPONENT WHOSE ONLY PURPOSE IS FOR ILLUMINATION, SUCH AS BUT NOT LIMITED TO: SEALED BEAMS, HIGH INTENSITY DISCHARGE (XENON) HEADLAMP, LEDS, LIGHT BULBS, LENSES), manual clutch, pressure plate throw out bearings, clutch master or slave cylinder, manual transmission clutch disc and lining, shock absorbers, spark plugs and wires, squeaks or other noises, tires, tune-ups, wheel balancing and alignment, wheel studs, wiper blades, shop supplies, friction materials, glass, hoses (except steering and air conditioning). Filters, lubricants, coolants, refrigerants, fluids and taxes (where required by law) will be covered only if required in conjunction with the repair or replacement of a Covered Part.

(d) A replacement part not supplied by the Vehicle manufacturer, unless it is of a kind and quality compatible with the design specifications and wear tolerances of the vehicle manufacturer.

(e) Cases, housing, engine block and cylinder heads are covered only if damaged by the failure of an internally lubricated part.

(f) Unless Smart Tech option or Total Exclusionary Coverage has been selected and paid for the following Factory Installed Components/Systems: Speaker system; Rear Entertainment System; Hot-Spot WiFi Module; Bluetooth Systems; Collision Avoidance System; Blind Spot Monitoring System; Park Assist System; Keyless Access System (not key fob); Remote Start System; Homelink/Garage Door Control Transmitter; Electronic transmitting and receiving devices, DVD Players; VHS Players; Telephones; Radar Detectors; GPS Equipment / System; and Gaming System. All aftermarket components are excluded.

(g) Seals and Gaskets on Covered Parts are not covered for premature failure on vehicles with over 150,000 miles on the odometer at the time of failure. After 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

F.2. VEHICLES NOT COVERED

This Agreement does NOT provide coverage for any of the following vehicles:

(a) Vehicles not certified for sale within the United States, salvaged vehicles, vehicles that have been declared a total loss, and vehicles that have been sold for scrap.

(b) Trucks or vans with a Gross Vehicle Weight (GVW) in excess of 13,300 lbs.

(c) Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, motor pool vehicles, or any type of emergency vehicle.

(d) Vehicles used for on or off road racing or vehicles which are equipped or used for towing in excess of what is recommended by the manufacturer.

(e) Vehicles with modifications or alterations to the powertrain, exhaust system and suspension that do not meet manufacturer's specifications or are not approved by the Vehicle manufacturer, including but not limited to the failure of any custom or add-on part, all frame or suspension modifications not recommended by manufacturer, lift kits over 6 inches, drops exceeding 4 inches, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches (unless factory installed). Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.

F.3. CONDITIONS NOT COVERED

This Agreement does NOT provide coverage under any of the following circumstances/conditions:

- (a) Any repair(s) and/or replacement(s) not authorized by Us prior to the commencement of any repair(s) or for loss, damage or expense arising from or incurred in connection with repairs performed without receipt of prior authorization from Us.
- (b) Loss, damage or expense resulting directly or indirectly from an intentional, dishonest, fraudulent, criminal or illegal act committed by You, Your employee or agent, or occurring due to confiscation or repossession.
- (c) A breakdown caused by accident, civil commotion or riot, nuclear contamination, collision (including roadbed collision) or upset, glass breakage, earthquake, explosion, volcanic eruption, falling objects, fire or smoke, flood, fluid contamination, freezing, fuel contamination, fuels containing more than 10% ethanol, Biofuel, gas with lower octane rating than required by the manufacturer, use of motor oil, or any other type of lubricant that is not recommended by the manufacturer, hail, lightning, malicious mischief, oil contamination, theft or larceny, vandalism, water, water contamination, wind-storm and other external forces or events.
- (d) Breakdown of any part which the United States Environmental Protection Agency (EPA) has determined to be emission related, which is included on a current list published by the EPA of such parts, and which is within the EPA time and mileage emissions warranty period.
- (e) Any loss, damage, or expense normally covered by a standard automobile insurance policy including personal or property liability coverages, comprehensive coverages or uninsured motorist coverages.
- (f) The repair or replacement of a covered part that any manufacturer warranty or any other coverage or other reason the manufacturer, importer, distributor, seller or repairer of the vehicle will repair or replace the part at its expense or at a reduced cost. Sole coverage for such repairs or replacements shall rest with the manufacturer or other coverage provider. This does not apply to notices that do not provide manufacturer or other coverage provider payment, such as tool or repair directives without coverage, or acknowledgement of a known or common failure that has no coverage, but rather is just a notification that potentially saves time in diagnosis and/or repair.
- (g) Breakdown of a covered part caused by a non-covered part.
- (h) Components or parts which have not failed or resulted in a Breakdown, but are replaced based on the manufacturer's or the State Licensed / Licensed Repair Facility's recommendation.
- (i) A breakdown caused by negligence, misuse, improper servicing or failure by You to perform manufacturer required/recommended maintenance services.
- (j) A breakdown caused by the lack of proper and necessary amounts of coolants or lubricants, or resulting from carbon, contaminate(s) and contamination of fluids, environmental damage, foreign object(s), rust or corrosion, sludge, salt, or due to leaking fluids, fuels, coolants or lubricants from non-covered parts. Any repair or replacement of any covered part if a Breakdown / Mechanical Breakdown has not occurred. Gradual reduction in operating performance is not covered unless it exceeds the published tolerances allowed by the manufacturer. Valves, valve guides, valve seals, and/or piston rings are not covered if the purpose of such is simply to raise the engine's compression, performance, or to reach acceptable oil consumption.
- (k) A breakdown of any part if the odometer is inoperative for more than one (1) month or one thousand (1,000) miles or has been tampered with or has been disconnected subsequent to Your purchase of the Vehicle.
- (l) Damage caused by Your failure to take reasonable precautions to prevent damage when an apparent problem exists (e.g., change in engine temperature condition, unusual noises, leaking fluids, shaking, unusual shifting, illuminated warning lights, etc).
- (m) A breakdown or repair occurring outside the United States, its territories and possessions, or Canada.
- (n) Any fees or expenses charged for the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials.
- (o) Any Breakdown occurring before Breakdown Coverage takes effect. Coverage begins upon the expiration of the Validation Period (if applicable). Pre-Existing conditions are not covered.
- (p) If the information provided by You, or the State Licensed / Licensed Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate.
- (q) Incidental or consequential damages, except as expressly provided otherwise in this Agreement, including personal injury, physical damage, loss of use, loss of time, storage charges, inconvenience and commercial loss.
- (r) Any PRE-EXISTING condition including any COVERED PART that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.
- (s) All COVERED PARTS not in good working order prior to sale for the Vehicle.

G. YOUR RESPONSIBILITIES

(1) MAINTENANCE REQUIREMENTS

You must keep all fluids at proper levels and have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual provided by the manufacturer of Your Vehicle.

NOTE: Your Vehicle Owner's 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 conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of Coverage.

(2) PROOF OF MAINTENANCE LOG

It is required that You retain "Proof" of maintenance for the service and/or repair work on Your Vehicle, regardless if work was performed by You or a State Licensed / Licensed Repair Facility. "Proof" means repair orders from a State Licensed / Licensed Repair Facility or a self-maintained log that has corresponding "purchase receipts" for all maintenance performed, including the current mileage at the time service was performed. The self-maintained log without corresponding "purchase receipts" is not acceptable "proof" of maintenance. Repair order must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, Your name and signature, State Licensed / Licensed Repair Facility name, address and phone number, repair totals, Deductible (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or Your self-maintained log with corresponding receipts, may be requested by the Administrator for related repairs.

(3) EMERGENCY REPAIRS - (non-business hours only):

Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Agreement are required outside the Selling Dealer's or Administrator's business hours, You should deliver Your Vehicle to a Licensed State Licensed / Licensed Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, You should report the repairs to the Administrator for reimbursement.

SECTION FOUR – AGREEMENT GENERAL PROVISIONS

A. AGREEMENT GENERAL PROVISIONS

- (1) If We ask, You agree to assist Us in enforcing Your rights against any manufacturer or State Licensed / Licensed Repair Facility that may have responsibility to You for the cost of repairs covered under this Agreement.
- (2) We may require You to assign Your rights of recovery against others in the event that We pay for any claim made under this Agreement. We will not pay for any claim hereunder if You impair these rights of recovery. You may not waive Your right(s) to recover from others.
- (3) Administrator reserves the right to demand a Power of Attorney from contract holder allowing Administrator to speak to Manufacturer, Manufacturer Warranty or Vehicle Service Contract Provider or any other Vehicle Service Contract Provider.
- (4) If more than one service agreement/contract, warranty or insurance policy can be applied to a claim, coverage under this Agreement shall be excess over all other such coverage(s), whether collectible or not. However, when You are required to pay a deductible for a Breakdown covered under another service agreement/contract, warranty or insurance policy, this Agreement will reimburse You for such deductible if the Breakdown would have been covered under this Agreement. The maximum benefit per each covered Breakdown deductible reimbursement shall be one hundred dollars (\$100.00).

B. LIMITS OF LIABILITY

For any one repair visit, all benefits paid or payable shall not exceed the N.A.D.A. official used car guide average trade-in value of Your vehicle at the instant prior to the Covered Repair failure. The aggregate total of all benefits paid or payable during the TERM of this Agreement shall not exceed the price YOU paid for YOUR vehicle; Not to exceed the N.A.D.A. retail value at the time of purchase. If the N.A.D.A. Official Used Car guide vehicle valuation is unavailable, not widely recognized or not commonly used in the geographic area, Administrator may use another market retail valuation method.

C. TRANSFER

Conditions and rights regarding transfer in the state where You purchased this Agreement may be different from the conditions and rights set forth in this subsection. Please read SECTION FIVE, "SPECIAL STATE DISCLOSURES AND REQUIREMENTS" for the state in which You purchased this Agreement. This Agreement applies only to You and the Vehicle listed on the Declarations Page. Only You can transfer this Agreement. This Agreement cannot be transferred to or from an automobile dealer. We will allow a transfer of this Agreement only if each of the following conditions, if applicable, are met:

- (1) You have requested a transfer request form from Us within fifteen (15) days of the change of ownership of the Vehicle.
- (2) Within thirty (30) days of change of ownership You provide Us with the following:
 - (a) Copies of sales receipts, invoices or work orders showing the date, mileage, and service(s) performed to evidence that all of the manufacturer's maintenance requirements have been met.
 - (b) Documented certification of the Vehicle's odometer reading at the time of ownership transfer.
 - (c) If applicable, copies of all documents sent to the manufacturer to effect transfer of Your factory warranty. Any remaining manufacturer's warranty must also be transferred at the same time as Vehicle ownership transfer.
 - (d) A transfer fee of fifty (\$50.00) dollars. Only a check or a money order will be accepted.
 - (e) The completed transfer request form with all required signatures.
- (3) If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify Us.

D. PAYMENT PLAN PROVISIONS

In the event the purchase price of Your Agreement is being paid for through a Payment Plan (or its equivalent) which is terminated for non-payment, the Term and Mileage Limit of this Agreement will be modified to reflect the portion of the Agreement that You have paid for. The modified Term and Mileage Limit of the Agreement will be calculated on a pro-rata basis by adding the time and mileage that you have paid for to the Agreement Purchase Date and Vehicle Odometer Mileage on the Agreement Purchase Date as listed on the Declarations Page. You may contact the Administrator toll-free at 855-292-9311 to obtain the modified Term and Mileage Limits.

D1. RENEWABLE COVERAGE

All Vehicle Service Agreements may be replaced upon expiration in accordance with the guidelines outlined herein. The request for replacement must be made at least thirty (30) days and/or one thousand (1,000) miles prior to the expiration of the Vehicle Service Agreement in order to qualify for a Replacement Agreement. The Vehicle must meet the then-current underwriting guidelines relative to the Vehicle eligibility and Coverage availability. If all the above criteria are met, We may issue a Replacement Vehicle Service Agreement. A Vehicle Service Agreement may be issued subject to the payment of the amount due on the type of Vehicle being covered, for the Plan purchased, pursuant to the then current rates and guidelines.

E. CANCELLATION

Conditions and rights regarding cancellation in the state where You purchased this Agreement may be different from the conditions and rights set forth in this subsection. Please read SECTION FIVE, "SPECIAL STATE DISCLOSURES AND REQUIREMENTS" for the state in which You purchased this Agreement.

1. The Agreement Holder may cancel this Agreement by contacting your issuing dealership.
2. If the Vehicle and this Agreement have been financed, the lienholder may cancel this Agreement for non-payment, or if the vehicle has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the lienholder and the lienholder is also entitled to any refund.
3. The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date, if no claim has been made, and receive a full refund of the total Agreement Purchase price, less the applicable cancellation fee in the amount of seventy-five (\$75.00) dollars. The Agreement Holder may cancel this Agreement at any other time and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the days in force or the miles driven compared to the total Agreement term, less the applicable cancellation fee. The term of this Agreement for cancellation purposes will be based on the date of purchase of the vehicle and the vehicle mileage on such date. Refunds issues hereunder shall be issued less the value of any services received by the contract holder (including claims paid).
4. In the event the purchase price of Your Agreement is being paid for through a Payment Plan (or its equivalent) any outstanding balance held by payment plan provider would be deducted from the refund amount due to the Agreement Holder.
5. The right of the Agreement Holder to cancel the Agreement applies only to the original purchaser of the Agreement.
6. All refunds will be issued through the Dealer from whom the Agreement was purchased.

Administrator reserves the right to cancel this Agreement upon the occurrence of any of the following:

- Failure by the Agreement Holder to pay an amount when due.
- Discovery of fraud or material misrepresentation by the Agreement Holder in obtaining this Agreement or in presenting a claim for service hereunder.
- Discovery of an act or omission by the Agreement Holder, or a violation by the Agreement Holder of any condition of this Agreement, which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement, including but not limited to failure of the odometer of the vehicle or if for any reason it does not record the actual mileage of the vehicle after the Agreement Purchase Date and the actual mileage of the vehicle cannot be established to a reasonable degree of certainty, and if the vehicle is used for commercial purposes.
- A material change in the nature or extent of the required service or repair which occurs after the effective date of this Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued or sold.
- No cancellation of this Agreement by The Administrator shall become effective until fifteen (15) days after the notice of cancellation is mailed to the Agreement Holder the Administrator will not charge a cancellation fee if this Agreement is cancelled by the Administrator.
- If the ADMINISTRATOR cancels this Vehicle Service Contract within thirty (30) days of the Agreement Purchase Date, a full refund of the total Agreement Purchase price will be issued. At any other time, a pro-rata refund of the total Agreement Purchase Price based on the greater of the days in force or the miles driven compared to the total Agreement term will be issued.

F. FOR ASSISTANCE

IN THE EVENT OF A BREAKDOWN, CANCELLATION, TRANSFER, OR FOR ANY OTHER QUESTIONS OR CONCERNS, CALL 855-292-9311 TOLL FREE.
FOR EMERGENCY ROADSIDE ASSISTANCE, CALL 888-246-2014 TOLL FREE.

G. ROADSIDE ASSISTANCE

Emergency Roadside Assistance is available 24 hours a day, every day of the year throughout the United States & Canada. Your coverage begins on the date shown on this contract and terminates on either the expiration date shown or at the expiration of your contract. You will only have to pay for any non-covered expenses or costs in excess of your one hundred (\$100) dollar per occurrence maximum. Service must be a covered benefit under the terms and conditions of this contract and is available only for the specific Covered Vehicle registered with Auto Knight Motor Club as part of this contract. "Covered Vehicle" is defined as the vehicle listed on the application for this contract and registered with Auto Knight Motor Club (Vehicle Identification Number and Year, Manufacturer and Model).

All of the emergency roadside assistance services are administered by Auto Knight Motor Club, Inc. administrative offices located at 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32233. All entities are collectively referred to as "Auto Knight" throughout these Terms and Conditions.

Just call TOLL-FREE 1-888-246-2014 and a service vehicle will be dispatched to your assistance. Important: Please be with your Covered Vehicle when the service provider arrives, unless it is unsafe to remain with the vehicle, as the provider cannot service an unattended vehicle. In the event that service is not obtainable through Auto Knight, you will receive an authorization number to receive a refund of payments made according to your program benefit and coverage limits for services received independently. You must first contact Auto Knight for authorization to obtain independent services.

The following items are not included as part of the emergency roadside assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, or fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. Non-emergency mounting or removing of snow tires or chains. Shoveling snow from around a vehicle. Tire Repair. Extrication or Winching. Motorcycles, trucks over one and a half ton capacity, antique vehicles (meaning vehicles over twenty (20) years old or out of manufacture for ten (10) years or more), taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes or fines. Damage or disablement due to collision, fire, flood or vandalism. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service state or garage; vehicle storage charges; a second tow for the same disablement. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a covered vehicle in need of routine maintenance or repair. Services received independently from Auto Knight without prior authorization from Auto Knight. Only one disablement for the same service type during any seven day period will be accepted. THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

SECTION FIVE – SPECIAL STATE DISCLOSURES AND REQUIREMENTS

The following SPECIAL STATE DISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) herein to the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

UTAH

Coverage provided under this Agreement is not guaranteed by the Property and Casualty Guarantee Association. This service Agreement or warranty is subject limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If You are in need of emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any state licensed repair facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to open a claim file. Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so. Additionally, failure to furnish Us with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

THIS AGREEMENT IS NOT AN INSURANCE POLICY. IT IS AN AGREEMENT BETWEEN YOU AND IDG FOR CERTAIN COVERED REPAIRS.

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION

This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

TO TRANSFER THIS CONTRACT, COMPLETE THE FOLLOWING AND MAIL IT ALONG WITH A PHOTOCOPY OF THE FRONT OF THIS CONTRACT TO: THE ADMINISTRATOR/OBLIGOR, PO Box 852770, Richardson, TX 75085. *Please transfer the remainder of the Vehicle Service Contract. I am transferring this Contract in accordance with the provisions stated in the Contract. In order to transfer I am enclosing with this Application a \$50.00 check or money-order payable to: Administrator (If applicable)*

Name of New Owner: _____ Date of Transfer _____

Address: _____ City, ST, Zip _____

Odometer Mileage on Date of Transfer: _____

Signature of Vehicle Purchaser: _____ Signature of Vehicle Seller: _____

Verification that the vehicle has been maintained as required by this contract must be supplied by the vehicle seller to the vehicle purchaser. Transfer will be valid when vehicle purchaser receives a confirmation letter from Administrator.