

SECTION 4. DEFINITIONS

"Administrator": The organization that We have retained to provide administrative services for this Contract is CNA National Warranty Corporation. CNA National Warranty Corporation is not a party to this Contract and has no liability to You under the terms of this Contract.

"Breakdown": The failure of a Covered Part to perform its intended function due to defects in materials or faulty workmanship in its manufacturing and not excluded under Section 10, "Non-Covered Parts, Services, and Conditions."

"Contract": This agreement inclusive of all its terms, conditions, limitations and exclusions.

"Contract Sale Date": The date that You purchased this Contract.

"Contract Sale Mileage": The mileage on Your Vehicle's odometer on the Contract Sale Date.

"Cost(s)": The actual amounts charged for labor and parts by a licensed repair facility to repair or replace Covered Parts due to a Breakdown, as authorized by Our Administrator, and subject to the terms and conditions of this Contract. Parts Costs are limited to the suggested retail prices of Your Vehicle's manufacturer. **Replacement parts may be new, remanufactured, non-original equipment manufacturer's parts or parts of a like kind and quality when available and as deemed necessary by Our Administrator.** Labor time Costs are limited to the repair times listed in the current year's national, flat-rate hourly labor guide and the repair facility's current, retail, hourly labor rate. In conjunction with a Breakdown, We will reimburse You or pay a licensed repair facility to cover Costs for necessary fluids, filters, seals, gaskets, alignments, taxes and the repair or replacement of Non-Covered Parts that failed as a consequence of a Breakdown. You must pay for all diagnostic, disassembly, service, repair and other charges not authorized by Our Administrator.

"Covered Part(s)": Any of those parts of Your Vehicle described in Section 7, "Your Coverage" and subject to the conditions and exclusions listed in Section 10, "Non-Covered Parts, Services and Conditions."

"Deductible": The portion of the Costs that You must pay for each Breakdown, as indicated in Section 1, subject to the terms, limitations, and exclusions of this Contract, including but not limited to Section 6, "Your Deductible."

"Full Factory Warranty": The manufacturer's full warranty provided at no additional cost to You that covers repairs to correct any Vehicle defect related to material or workmanship.

"New Vehicle" and "Near-New Vehicle": Any eligible Vehicle that, at the Contract Sale Date and Contract Sale Mileage, has the Full Factory Warranty and manufacturer's extended powertrain warranty in force, including manufacturer's extended warranties that must be properly transferred.

"Non-Covered Conditions": Any of those conditions described in Section 10, "Non-Covered Parts, Services and Conditions."

"Non-Covered Parts": Any of those parts described in Section 10, "Non-Covered Parts, Services and Conditions."

"Non-Covered Services": Any of those services described in Section 10, "Non-Covered Parts, Services and Conditions."

"Selling Dealer": The authorized automobile dealership or lessor from whom You purchased this Contract as stated in Section 1, "Vehicle Service Contract Registration."

"Used Vehicle": Any eligible Vehicle other than a New Vehicle or Near-New Vehicle that is less than twelve (12) years old with Contract Sale Mileage of one hundred twenty-five thousand (125,000) miles or less; or one hundred fifty thousand (150,000) miles or less for Vehicle Value Care+PlusSM. You must purchase this Contract on the same date that You purchase Your Used Vehicle.

"Vehicle": The passenger car, van, sport utility or light truck (1-ton or less) identified in Section 1 of this Contract.

"We," "Us," and "Our": The obligor of this Contract, as stated in Section 2(A).

"You" and "Your": The purchaser of the Contract identified in Section 1, "Vehicle Service Contract Registration."

SECTION 5. AGREEMENT BETWEEN YOU AND US

- A. In consideration of the Service Contract Purchase Price, We agree to pay You or a licensed repair facility for the Costs of services required to repair or replace Covered Parts due to a Breakdown, less Your Deductible, subject to all terms, limitations and exclusions contained in this Contract. We will provide the coverage detailed in Section 7, "Your Coverage" only to You for Your Vehicle and for the Contract Term shown in Section 1 and detailed in Section 16(B), "Contract Term," subject to all terms, limitations and exclusions in this Contract.
- B. Coverage under this Contract is limited to the original equipment of Your Vehicle or like replacements of Your Vehicle's original equipment and is subject to the Contract's Limit of Liability, detailed in Section 16(E), "Limit of Liability."
- C. As a condition of coverage, You agree to maintain Your Vehicle according to the manufacturer's specifications, as detailed in Section 11, "Your Responsibilities for Service and Maintenance."

SECTION 6. YOUR DEDUCTIBLE

- A. The Deductible is the portion of the Costs that You must pay for each Breakdown as indicated in Section 1. When no Deductible amount is indicated in Section 1, then Your Deductible will be zero dollars (\$0). Your Deductible does not apply to Rental Car, Towing, Manufacturer's Warranty Deductible, Emergency Road Service or Travel Lodging coverages.
- B. When the Disappearing Deductible box is checked in Section 1, You pay no Deductible when covered repairs are performed by the Selling Dealer; however, if You have covered repairs performed at a repair shop other than the Selling Dealer, Your Deductible will be the amount indicated in Section 1.

SECTION 7. YOUR COVERAGE

The coverage You selected in Section 1, "Vehicle Service Contract Registration," is detailed below. Included with Your selected coverage is the "Expense Reimbursement Package," and when applicable, the "Sport Package" and "Propulsion Battery Coverage." Your coverage will be valid for the Contract Term and subject to all terms, limitations and exclusions in this Contract.

VEHICLE VALUE CARE+PLUSSM

For New, Near-New and Used Vehicles with one hundred fifty thousand (150,000) miles or less on their odometers at time of sale.

When You Purchase Vehicle Value Care+PlusSM as Your program coverage selection in Section 1, Your coverage includes components 1 through 10 listed below.

1. **ENGINE (coverage limited to these listed parts):** Cylinder block, cylinder head(s), rotor housings and their internal parts, intake manifold, exhaust manifold(s), timing gears, timing chain(s) or belt(s), timing chain or belt tensioner(s) and timing chain or belt cover, valve cover(s), flywheel or flexplate, ring gear, harmonic balancer, oil pump, vacuum pump, water pump, oil pan, turbocharger or supercharger housing(s) and their internal parts, wastegate, intercooler, engine mounts, EGR valve, cylinder head gasket(s), intake manifold gasket(s), exhaust manifold gasket(s), rear main seal, valve cover gasket(s), oil pan gasket, front crankshaft seal, timing cover gasket, and cam housing gasket(s).

2. **TRANSMISSION (coverage limited to these listed parts):** Transmission case, transaxle case, transfer case and their internal parts, torque converter, vacuum modulator, cooler and metal cooler lines, transmission mounts, slave cylinder and master cylinder of a manual transmission clutch assembly, pan gasket, output shaft seal, shifter seal, speedometer cable seal, front pump seal(s), and all transfer case seals.
3. **DRIVETRAIN ASSEMBLY (coverage limited to these listed parts):** Final drive and axle housing(s) and their internal parts, axle shafts and bearings, universal and constant velocity joints, drive shaft(s), center bearings and drive shaft yokes, four-wheel-drive engagement actuator/motor, traction control linkage, solenoids, control processor and sensors, differential gasket(s), pinion seal, axle seal(s) or gasket(s), and CV joint boots.
4. **SUSPENSION (coverage limited to these listed parts):** Upper and lower control arms and their shafts and bushings, ball joints, steering knuckles and spindles, stabilizer and strut or track bars and their bushings and links, coil springs, torsion bars and their mounts, leaf springs and their shackles and bushings, hub bearings or wheel bearings, hub or wheel bearing seals, shocks and struts.
5. **FRONT-WHEEL STEERING (coverage limited to these listed parts):** Steering gear housing, rack assembly, belt-driven pump and its reservoir and their internal parts, steering column shaft and its couplings and bearings, steering pump pulley and mounting bracket, pitman arm, idler arm, tie rods, steering linkages, and pump shaft seal.
6. **BRAKES (coverage limited to these listed parts):** Master cylinder, wheel cylinders, calipers and their seals, power booster, accumulator, combination valve, backing plate assembly, metal brake lines and fittings, brake pedal, parking brake assemblies. (No coverage for ABS brake parts.)
7. **ELECTRICAL (coverage limited to these listed parts):** Alternator, pulley and mounting bracket, voltage regulator, starter motor and its solenoid and drive, wiper motors, manually operated switches, neutral safety switch, backup light switch, brake light switch, and propulsion battery.
8. **AIR CONDITIONING and HEATING (coverage limited to these listed parts):** Belt-driven air conditioning compressor, clutch and coil, pulley, compressor mounting bracket, idler pulley and bearing and its mounting bracket, serpentine belt tensioner and its pulley and bearing, condenser, evaporator, accumulator, receiver-dryer, expansion valve, orifice tube, heater core, heater control valve, blower motor, control cables, ducts, plenum doors, compressor seals and gaskets and line o-rings.
9. **FUEL SYSTEM (coverage limited to these listed parts):** Fuel pump, fuel injectors, injection pump, distribution rails, fuel pressure regulator, fuel tank and metal fuel lines and fittings, fuel level sending unit, carburetor, throttle body, throttle cable, throttle linkage, accelerator pedal.
10. **COOLING SYSTEM (coverage limited to these listed parts):** Fan, clutch and shroud, radiator and its brackets and recovery tank, electric fan motor.

MECHANICAL ADVANTAGE CARE+PLUSSM

For New, Near-New and Used Vehicles with one hundred twenty-five thousand (125,000) miles or less on their odometers at time of sale.

When You purchase Mechanical Advantage Care+PlusSM as Your program coverage selection in Section 1, Your coverage includes the 10 components above, plus numbers 11 through 16 below.

11. **THE FOLLOWING COVERAGES ARE ADDED TO COMPONENTS 1 THROUGH 10:**
 - A. **SUSPENSION (coverage limited to those parts listed above and the following):** Electronic suspension/variable suspension struts and shocks, switches, air tubes, control processor and sensors, air suspension bags, compressor, lines and fittings.
 - B. **STEERING (coverage limited to those parts listed above and the following):** Four-wheel steering pump, gear housing or rack assembly and their internal parts, power cylinder, center shaft, stepper motor, control processor and sensors.
 - C. **ELECTRICAL (coverage limited to those parts listed above and the following):** Wiring harnesses.

D. **COOLING SYSTEM (coverage limited to those parts listed above and the following):** Thermostat.

12. **INTERIOR ELECTRONICS (coverage limited to these listed parts):** Electronic climate control head, digital dash display, heads-up display projector and control unit, trip/mileage/engine function computer, cruise control assembly, factory-installed entertainment chassis including radio, magnetic tape player, dash-mounted compact disc player and graphic equalizer. Only when factory-installed or dealer-installed, the television, video cassette player, DVD player, and integrated navigation system are also covered.
13. **POWERTRAIN ELECTRONICS (coverage limited to these listed parts):** Engine Electronics—ignition coil, distributor, timing control processor and sensors, mixture control processor and sensors, IAC motor, cooling fan control processor and sensors. Electronically Controlled Transmission—transmission shift control processor and sensors.
14. **ABS BRAKES (coverage limited to these listed parts):** ABS booster/pump, master cylinder, solenoids, control processor and sensors.
15. **CONVENIENCE ACCESSORIES (coverage limited to these listed parts):** Power window motor, window regulator, power seat motor, power door lock motor and its relays and actuator, power mirror motors, power headlamp motor, power trunk or tailgate motor and solenoids, power top or sunroof motor, convertible top frame, power antenna motor, heated seat elements, horn and horn relay, rear window defogger/defroster, memory seat and steering wheel activator switches, motors, solenoids, control processor and sensors.
16. **VEHICLE HARDWARE (coverage limited to these listed parts):** Bumper impact absorbers, headlamp mounting buckets, parking and side lamp bodies and sockets, hood latch and cables, hood hinges and springs, side door hinges, side door handles, glove box lock assembly, ash tray assembly, manual seat track assembly, courtesy light switches, trunk lid hinges and torsion bars, trunk lid striker plate.

AUTOMOTIVE PREFERRED CARE+PLUSSM

For New, Near-New and Used Vehicles with one hundred twenty-five thousand (125,000) miles or less on their odometers at time of sale.

When You purchase Automotive Preferred Care+PlusSM as Your program coverage selection in Section 1, Your coverage includes **ALL PARTS** except those specifically listed in Section 10(A), "Non-Covered Parts." Your coverage is also subject to the conditions and exclusions listed in Section 10, "Non-Covered Parts, Services and Conditions."

EXPENSE REIMBURSEMENT PACKAGE

1. **Rental Car:** When this Contract is in effect and You are unable to drive Your Vehicle due to a Breakdown, We will reimburse You for the cost of a rental car from a licensed rental agency. The limit is three hundred and fifty dollars (\$350), not to exceed fifty dollars (\$50) per 24-hour period. You must incur this expense between the date of the Breakdown and the date that covered repairs are completed.
2. **Manufacturer's Warranty Deductible:** When a Breakdown is also covered under a warranty issued by the manufacturer of Your Vehicle, We will reimburse You for the required deductible. The limit is one hundred dollars (\$100) per occurrence.
3. **Travel Lodging:** When this Contract is in effect and You are unable to drive Your Vehicle due to a Breakdown, and as a result, You are stranded overnight more than one hundred (100) miles from Your home, We will reimburse You for lodging and meals. You must incur these expenses between the date of Breakdown and the date that covered repairs are completed. The limit is three hundred dollars (\$300), not to exceed one hundred dollars (\$100) per 24-hour period.

SPORT PACKAGE

When Your Vehicle is a sport utility, van or truck, the following parts are also covered:

1. **Body Accessories:** Step bumpers and mounting brackets, spare tire carrier, spare tire swing arm and its pivot latches and locks, running boards, swing-away mirror arms and mounts, pop-out or sliding side/rear window latches and hinges.
2. **Convenience and Utility:** Bed liner except for warpage, rail protectors, tailgate handle, tailgate lock and cables, tailgate hinges

and latches, tailgate edge protectors, cargo tie-downs, cargo lamp, gun rack and tool box.

3. **Four-Wheel Accessories:** Locking hub assembly except damaged or worn brake rotors, skid plates, tow hooks, power winch motor and remote control wiring harness, power winch rollers, brush guards and headlight grills.
4. **Trailer:** Trailer hitch receiver, insert and wiring receptacle, bed-mounted fifth-wheel hitch, auxiliary fuel tank and its cut-over switch, running light bodies and lenses.

PROPULSION BATTERY COVERAGE

When Your Vehicle is an electric, hybrid or plug-in electric hybrid, the propulsion battery is covered subject to the following:

1. **Limitations to Coverage:**
 - a. Your Vehicle's propulsion battery pack has suffered a Breakdown only when it retains less than seventy percent (70%) of its original charge-holding capacity.
2. **Diagnostic Requirement:** In order to determine if there is a Breakdown of the propulsion battery pack, the Administrator may require Your Vehicle to undergo an extended charge capacity test. The extended charge capacity test is prescribed by the Manufacturer of Your Vehicle. If the failure to the propulsion battery does not qualify as a Breakdown under the terms of this Contract, You must pay for all diagnostic, teardown and repair charges.
3. **Repair or Replacement of Propulsion Battery Parts:** The propulsion battery pack may be repaired, replaced with rebuilt units, replaced with aftermarket units, or replaced with new units, at the sole discretion of the Administrator.

The terms of the Propulsion Battery Coverage are in conjunction with and in addition to all other terms of this Contract, including but not limited to Section 10(C), "Non-Covered Conditions," and Section 16(E), "Limit of Liability."

SECTION 8. ROADSIDE ASSISTANCE

If You need non-accident-related emergency roadside service, You may call 1-877-373-9780 for dispatch sign-and-drive service to Your location. Coverage is limited to fifty dollars (\$50) per roadside assistance occurrence or up to one hundred fifty dollars (\$150) for towing.

You can also call Your own service provider, in which case We will reimburse You for charges incurred up to the dollar limits stated above.

Please be with Your Vehicle when the service provider arrives, as they cannot service an unattended vehicle.

- A. **The following are covered emergencies, subject to the fifty dollar (\$50) per roadside assistance occurrence; limit one (1) occurrence per seven (7)-day period:**

1. **Flat Tire Assistance:** Service consists of the removal of the flat tire from Your Vehicle and its replacement with the spare tire.
2. **Fuel, Oil, Fluid and Water Delivery Service:** An emergency supply of fuel, oil, fluid and water will be delivered if Your Vehicle is in immediate need. You must pay for the fuel or other fluid when it is delivered.
3. **Lock-out Assistance:** When this Contract is in effect and Your keys are locked inside Your Vehicle, assistance will be provided to gain entry into Your Vehicle.
4. **Battery Assistance:** When this Contract is in effect and a battery failure occurs, a jump start will be provided to start Your Vehicle.

- B. **The following items, coverages, and services are not included as part of the Roadside Assistance benefit:**

1. Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products.

2. Non-emergency mounting or removing of any tires, snow tires, off-road tires, or similar items.
3. Tire repair at any location other than a roadside disablement site.
4. Coverage for trucks over one and a half-ton (1 ½) capacity.
5. Service for any vehicle in tow; towing from service or repair work performed at a service station, garage or repair shop; non-emergency towing or other non-emergency service; impound towing or towing by other than an authorized service provider; towing at the direction of a law enforcement officer relating to traffic obstruction; impoundment, abandonment, illegal parking, or other violations of law; a second tow for the same disablement; towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction; or service on Your Vehicle that is not in a safe condition to be towed.
6. Damage or disablement due to fire, flood or vandalism; extrication; or winching.
7. Coverage shall not be provided in the event of emergencies resulting from Your use of intoxicants or narcotics, or the use of Your Vehicle in the commission of a crime.
8. Repeated service calls for Your Vehicle in need of routine maintenance or repair or roadside assistance service secured through any other source, other than this Contract.
9. More than one disablement for the same service type during any seven (7)-day period.
10. Any and all taxes or fines and vehicle storage charges associated with the Roadside Assistance benefit.

SECTION 9. SURCHARGES AND OPTIONS

Surcharges are additional amounts charged for specific types of coverage. If You want the coverage described as optional, You must purchase the optional package for the appropriate surcharge.

A. SNOWPLOW-EQUIPPED VEHICLES

A surcharge is required when Your Vehicle is equipped with a snowplow and will be used for personal, business, or commercial purposes. Your Vehicle is only covered for the type of snowplow usage You selected in Section 1.

No coverage is extended to any component of the snowplow system including, but not limited to: the snowplow, attaching hardware, electric motor(s), snowplow-related hydraulics, mounting brackets/hardware or manual switches associated with the operation of the snowplow are not covered.

B. CUSTOM SUSPENSION PACKAGE

A surcharge is required when Your Vehicle has been lowered or lifted in accordance with the criteria listed below.

1. **Body or Suspension Lift:** Lift is not to exceed six (6) inches above stock suspension/body configuration, for all lift components combined.
2. **Suspension Lowering:** Lowering is not to exceed three (3) inches below stock suspension configuration.
3. **Oversized Tires:** Tires are limited to a maximum diameter of thirty-seven (37) inches and a maximum width of twelve and one half (12.5) inches. Maximum allowable wheel offset should not exceed +/- 1 inch from manufacturer's specifications.
4. **Requirements:**
 - a. All custom components must have been installed in Your Vehicle at the time of purchase by a licensed installation company.
 - b. All modifications or alterations must include the modifications, adjustments, and tuning necessary to guarantee full functionality of all affected parts and systems.
 - c. In the event that the coverage under the Full Factory Warranty or powertrain extension is voided or limited due to modifications otherwise allowable under this subsection B, "Custom Suspension Package," no coverage will be provided unless the Administrator receives written notice, prior to

authorizing any claim, by the Manufacturer indicating that the cause for limiting or voiding the Full Factory Warranty or powertrain extension was solely due to modifications allowable under this subsection B, "Custom Suspension Package."

5. **Exclusions:** No coverage will be extended to any non-original equipment manufacturer parts that are used to complete covered modifications. Failures due to incomplete or inadequate modifications will not be covered.

SECTION 10. NON-COVERED PARTS, SERVICES, AND CONDITIONS

Non-Covered Parts, Non-Covered Services and Non-Covered Conditions are listed below. It is Your responsibility to pay for expenses related to and for the cost of Non-Covered Parts, Non-Covered Services and Non-Covered Conditions.

A. NON-COVERED PARTS

This Contract does not cover and We will not pay for the replacement of the following Non-Covered Parts, nor will We pay for any repairs necessitated by the failure of such parts:

1. Accessory drive belt(s), hoses, radiator cap, tubes and clamps
2. Antenna mast and mirrors
3. Audio speakers and wiring
4. Starting, Lighting, Ignition ("SLI") Battery
5. Fuses and fusible links
6. Body, body panels, body fasteners, chassis frame and bumpers
7. Brake drums, rotors, pads and linings
8. Bright metal, trim, upholstery, carpet, insulation and paint
9. Convertible top
10. Exhaust system and catalytic converter
11. Filters and filter housings
12. Glass including fogged or hazy headlight lenses
13. Jack and tool kit, wheel lugs and lug nuts
14. Manual transmission clutch disc, pressure plate and throw-out bearing
15. PCV valve, oil separator, and fuel vapor canister
16. Tires, wheels, and wheel covers
17. Spark plugs, plug wires and glow plugs
18. Windshield wiper rubber inserts
19. Any parts or components of a natural gas/propane fuel system

When a part serves the same function as a Non-Covered Part, it is not covered. When a single part or component performs two or more functions, some of which are covered and some not, the failure of a non-covered function will make the part or component not covered.

B. NON-COVERED SERVICES

This Contract does not cover and We will not pay for the following Non-Covered Services:

1. Addition or replacement of coolants, fluids, lubricants and refrigerants
2. Alignment of front end, glass, bumpers or any other part
3. Cleaning of cooling and fuel systems
4. Corrections of air and water leaks
5. Corrections of wind noise, squeaks and rattles
6. Engine tune-up
7. Ignition and fuel systems adjustments and calibrations
8. Removal of carbon, sludge, varnish or other contaminants
9. Scheduled maintenance services
10. Software and firmware updates
11. Transmission service
12. Wheel balancing
13. Repair or replacement of any Non-Covered Part, unless it was damaged by the failure of a Covered Part.

When a repair or maintenance procedure produces the same result as a Non-Covered Service, it is also not covered.

C. NON-COVERED CONDITIONS

This Contract does not cover and We will not pay for the following Non-Covered Conditions:

1. ANY EXPENSE INCURRED IN CONNECTION WITH REPAIRS PERFORMED WITHOUT RECEIPT OF PRIOR AUTHORIZATION FROM OUR ADMINISTRATOR.
2. Any oil consumption or loss of compression or cylinder wear, if Your Vehicle is a Used Vehicle, unless You purchased Automotive Preferred Care+PlusSM.
3. Any loss or expense if Your Vehicle is used for the following:
 - a. Plowing snow, unless the Snowplow Optional Coverage box is checked and snowplow surcharge is paid;
 - b. Competitive driving or racing;
 - c. Towing a trailer whose weight exceeds the manufacturer's recommendations for Your Vehicle;
 - d. Municipal or professional emergency or police services unless voluntary emergency services and the Vehicle is titled in a personal name; or
 - e. Hire to the public or to transport people for hire when either:
 - i. the Vehicle is not titled in a personal name; or
 - ii. the Vehicle is operated by multiple non-related individuals.
4. Your Vehicle if it is equipped with a flat bed, dump bed, commercial towing equipment, cherry picker, lifting or hoisting equipment.
5. Your Vehicle if:
 - a. It is a step van, high-cube van or box body;
 - b. It is a cab and chassis or other incomplete vehicle;
 - c. It is over 1-ton; or
 - d. It has right-hand steering.
6. Any damage due to collision or upset, breakage of glass, missile or falling objects; fire; theft, larceny; explosion, earthquake, windstorm, hail, water, flood; rust, corrosion, contamination, foreign objects; malicious mischief, vandalism, riot or civil commotion; lightning, nuclear contamination, acid rain, fading, environmental or industrial fallout; freezing, ultraviolet rays, rotting, mold, smoke.
7. Any loss normally covered by an automobile insurance policy, including injury or death to any person or persons.
8. Any failure covered by any limited warranty, manufacturer's warranty, recalls, campaigns, repairer's guarantee or warranty on previously conducted repairs, road club or any other guarantee, warranty or insurance policy.
9. Any failure to the engine, transmission, and drivetrain during the term of the manufacturer's extended powertrain warranty when Your Vehicle is a New Vehicle or Near-New Vehicle and was originally sold with a manufacturer's extended powertrain warranty.
10. Any part that the United States Environmental Protection Agency (EPA) has determined is emissions-related and that is included on a current list published by the EPA of such parts and is within the EPA time and mileage emissions warranty period.
11. Any expense for the modification, replacement, or alteration of existing parts or systems necessitated by the replacement of obsolete, superseded or unavailable parts with current replacement parts in excess of the value of the failed part.
12. Any failure caused by sludge buildup, contaminants, foreign objects; improper amount or type of fluids, lubricants, coolants or refrigerants; or lack of required maintenance as set forth in Section 11, "Your Responsibilities for Service and Maintenance."
13. Any damage resulting from continued operation or caused by Your failure to take reasonable precautions, such as stopping Your Vehicle immediately or having it towed to prevent further damage when an apparent problem exists.
14. Any resulting or consequential damage to a Covered Part from a Non-Covered Part.

15. Any failure if the odometer is inoperative or has been altered or tampered with during the time You owned Your Vehicle so that the actual mileage cannot be determined.
16. Any loss of time, inconvenience, interruption of business, storage charges, loss of profits or income, or other consequential damages.
17. Your Vehicle if it has been modified with any alterations to the powertrain, including tire or wheel sizes, unless the Custom Suspension Package box is checked and the surcharge is paid.
18. Your Vehicle if the exhaust system is not approved by the manufacturer of Your Vehicle.
19. Any aftermarket or non-original equipment manufacturer parts or any other modifications installed prior to the time of sale or installed after the time of sale, unless these parts or modifications are specifically listed in "Sport Package" or "Custom Suspension Package."
20. Any failure to pair or connect any electronic device to Your Vehicle's original equipment, Bluetooth-enabled, hands-free system due to any condition other than the material failure of Your Vehicle's original equipment, Bluetooth-enabled hands free system.
21. Any fees or expenses charged for shop supplies and the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials.
22. Your Vehicle if the manufacturer has voided or rescinded the factory warranty.
23. Your Vehicle if it has been salvaged or declared a total loss, or its title has been branded.

SECTION 11. YOUR RESPONSIBILITIES FOR SERVICE AND MAINTENANCE

READ THIS SECTION CAREFULLY. FAILING TO MAINTAIN YOUR VEHICLE ACCORDING TO THE REQUIREMENTS BELOW MAY RESULT IN RESTRICTED OR DENIED COVERAGE UNDER THIS CONTRACT.

A. REQUIRED MAINTENANCE

1. It is Your responsibility to have Your Vehicle serviced according to the service and maintenance schedule published by the manufacturer of Your Vehicle. Pre-existing conditions are not excluded.
2. When a known problem exists with Your Vehicle, it is Your responsibility to take all reasonable steps and use all reasonable means to protect Your Vehicle from further damage resulting from continued operation of Your Vehicle.

B. REQUIRED RECORDKEEPING

You must keep repair orders issued by the repair facility that serviced Your Vehicle. Each repair order should show the date of repair, the odometer reading on that date, and a detailed listing of the services performed and parts replaced.

C. SELF-SERVICE AND MAINTENANCE

When You perform Your own maintenance services, be sure to retain proof-of-purchase receipts. Make sure that the receipts clearly show the date the service was performed and the parts/lubricants replaced. Be sure to note the odometer reading from Your Vehicle on each receipt.

SECTION 12. HOW TO FILE A CLAIM

- A. Return Your Vehicle to the Selling Dealer to determine the problem and the cause of failure. When this is not possible, call Our Administrator for instructions.
- B. You must authorize any charges necessary to determine the cause of failure. This includes necessary diagnostic and teardown charges. If the failure does not qualify as a Breakdown under the terms of this Contract, You must pay for all diagnostic, teardown and repair charges. If Our Administrator wants to inspect Your Vehicle, You must allow

the inspection before any repairs are begun. Our Administrator has no obligation to inspect Your Vehicle or to certify its condition before or after covered repairs are completed.

- C. Do not agree to have repairs performed under the terms of this Contract unless You or the repair facility has received an authorization number from Our Administrator. In the event that Your Vehicle is in need of an emergency repair due to a failure of a serious or urgent nature that renders the Vehicle inoperable or unsafe to operate for transportation purposes when Our Administrator's offices are closed, You may, at Your discretion, authorize necessary emergency repairs. If any portion of the repair is performed during Our Administrator's normal business hours, You must have the repair facility stop working on Your Vehicle and contact Our Administrator. You are responsible for all expenses and repair costs if it is determined that the failure is not covered or if it does not qualify as an emergency repair.
- D. You or the repair facility must submit all required documents to Our Administrator before any claim can be processed for payment. These required documents include repair orders, rental car bills, and other receipts as evidence of the amounts claimed under this Contract. The required documents must include accurate dates and mileages, detailed descriptions of the parts and services, and the specific charges.

PLEASE SUBMIT ALL CLAIMS AND CLAIM INFORMATION REQUESTS TO OUR ADMINISTRATOR:

CNA National Warranty Corporation
P.O. Box 2840
Scottsdale, AZ 85252-2840
800-722-4758

SECTION 13. CONTRACT GUARANTEES

A. NO-DEDUCTIBLE GUARANTEE

No Deductible will be charged for any subsequent Breakdown of a Covered Part that was previously repaired or replaced under and during the term of this Contract.

B. FUTURE CONTRACT GUARANTEE

You can purchase another contract for Your Vehicle prior to the expiration of this Contract, provided:

1. Your Vehicle is not used for ineligible business usage as detailed in Section 10(C), "Non-Covered Conditions," subparts 3, 4, and 5;
2. Your Vehicle, at the time You request to purchase the future contract, qualifies under Our then-current underwriting guidelines;
3. You request to purchase the future contract at least fifteen (15) days and one thousand (1,000) miles prior to the expiration of this Contract;
4. You provide Our Administrator verifiable service records as evidence that You have complied with Section 11, "Your Responsibilities for Service and Maintenance;" and
5. You make Your Vehicle available to the Selling Dealer so that it can be inspected prior to the issuance of the future contract.

Contact Our Administrator at 800-345-0191, extension 402, before this Contract expires for details.

C. TRANSFER GUARANTEE

You may transfer the remaining coverage under this Contract when You sell Your Vehicle to another individual prior to the expiration of this Contract, and You provide Our Administrator with the following information:

1. A letter from You within fifteen (15) days of the date of sale of Your Vehicle. State Your intention to transfer this Contract and the name and the address of the purchaser.
2. A copy of the bill of sale or sale agreement showing the date and mileage on Your Vehicle at the time of sale.

3. Verifiable service records as evidence that You have complied with Section 11, "Your Responsibilities for Service and Maintenance."
4. Proof that any remaining manufacturer's warranty or extended warranty coverage was transferred to the purchaser of Your Vehicle.
5. A transfer fee of fifty dollars (\$50).

You must comply with all of the above requirements within fifteen (15) days of the date of sale of Your Vehicle or Your transfer request will be denied and this Contract will no longer be in force. The remaining coverage under the Contract may not be transferred to vehicle dealers, vehicle brokers, or other similar vehicle resellers. Call Our Administrator at 800-345-0191, extension 412, to obtain a transfer request form.

SECTION 14. YOUR RIGHT TO CANCEL

A. PROCEDURES

You may cancel this Contract at any time by surrendering this Contract to the Selling Dealer, together with a written request and an affidavit stating the accumulated mileage on the Vehicle at the time of the cancellation request.

B. REFUND CALCULATION

1. When You request cancellation within sixty (60) days of the purchase of this Contract for New Vehicles or Near-New Vehicles, or within thirty (30) days for Used Vehicle, a full refund will be made by the Selling Dealer. A full refund will only be available to the initial purchaser named in Section 1.
2. When a claim has been made against the Contract or if the Contract has been in Your receipt for more than sixty (60) days for New Vehicles or Near-New Vehicles or thirty (30) days for Used Vehicles, the Selling Dealer will make a pro rata refund less a fifty dollar (\$50) fee. This refund will be based upon the elapsed time or mileage, whichever is greater, from the Contract Sale Date and the Contract Sale Mileage.
3. Our Administrator, its agents and assigns have no liability to You to make any refund payments.

C. REFUND DISTRIBUTION

When this Contract is financed, the Lienholder may be named as an additional or sole payee for any refund due. In the event that Your Vehicle is repossessed or deemed a total loss, Your cancellation rights under this Contract will transfer to the Lienholder. We agree upon receipt of evidence of same, to name the Lienholder as the sole payee of any resulting refund.

SECTION 15. OUR RIGHT TO CANCEL

A. PROCEDURES

1. We reserve the right to cancel this Contract without notice for the following reasons:
 - a. Your failure to provide Us with payment for this Contract.
 - b. Material misrepresentation by You to Us which includes, but is not limited to, the ineligible use or modifications to Your Vehicle.
 - c. A substantial breach of duties under this Contract by You.
2. In the event Your Vehicle becomes ineligible, or in the event We discover that Your Vehicle is ineligible, We have the right to cancel this Contract by mailing written notice of cancellation to You at Your address provided in Section 1 of this Contract, at least fifteen (15) days prior to such cancellation. The notice shall state the effective date of, and reason for, the cancellation.

B. REFUND CALCULATION

1. When We cancel within sixty (60) days of the purchase of this Contract, a full refund will be made to You by the Selling Dealer.
2. When a claim has been made against this Contract or if this Contract has been effective for more than sixty (60) days, the Selling Dealer will make a pro rata refund less a fifty dollar (\$50) processing fee paid to Our Administrator. Such refund will be

calculated based upon elapsed time from the Contract Sale Date.

3. Our Administrator, its agents and assigns, have no liability to You to make any refund payments.

C. REFUND DISTRIBUTION

When this Contract is financed, the Lienholder will be named as an additional or sole payee for any refund due.

SECTION 16. CONTRACT SPECIFICS AND LIMITATIONS

A. CONTRACT TERRITORY

This Contract provides coverage in the United States, including its territories and possessions, and Canada only for failures due solely to the Breakdown of a Covered Part.

B. CONTRACT TERM

1. The combination of time and mileage shown in Section 1 determines Your Contract Term.
 - a. Coverage for New Vehicles and Near-New Vehicles begins on the Contract Sale Date and at zero (0) miles. The time You have selected is added to the Contract Sale Date.
 - b. Coverage for Used Vehicles begins on the Contract Sale Date and at the Contract Sale Mileage. The time and mileage You have selected are added to the Contract Sale Date and Contract Sale Mileage.
2. Your coverage ends on the earlier of the Expiration Date or Expiration Mileage as shown in Section 1, or when Our Limit of Liability has been reached, as stated below in subsection E.

C. CONTRACT CHANGES

Our Administrator will correct this Contract as necessary, and in the course of business send to You at your address of record, by first-class mail, an endorsement with the necessary corrections if any of the information provided in Section 1 is omitted or does not conform to the program guidelines including, but not limited to, the Deductible, Expiration Date, Expiration Mileage, Contract Term, or the Program Coverage Selection.

D. EXCESS CHARGES

You are responsible for charges for diagnostic and/or teardown procedures that are not listed or exceed the labor times listed in the current year's national, flat-rate hourly labor guide. You are also responsible for charges for parts, labor, rental, towing or other services beyond those authorized by Our Administrator.

E. LIMIT OF LIABILITY

1. The total amount We will pay under this Contract will never exceed the Vehicle Purchase Price of Your Vehicle as shown in Section 1. The amount We have paid is calculated by adding covered claim amounts pursuant to Section 7, "Your Coverage," plus all covered Roadside Assistance claims pursuant to Section 8, "Roadside Assistance." Once We have paid the equivalent of the Vehicle Purchase Price of Your Vehicle as shown in Section 1 of this Contract, Your coverage under this Contract will end.
2. For any Breakdown claim, We will never pay more than the fair market value of Your Vehicle immediately before the Breakdown. Your Vehicle's fair market value shall be determined by using the National Automobile Dealers Association ("NADA") Official Used Car Guide, as of the date of the Breakdown subject to paragraph 1, above.

F. PROMPT SETTLEMENT

When Your claim is not settled within sixty (60) days of Our receipt of Your proof of loss, You may make a claim against the CNA company that is specifically identified in Section 2(A).

SECTION 17. STATE AMENDMENTS

The following state amendments apply to Your Contract:

PENNSYLVANIA: NONE

PRIVACY NOTICE

FACTS	What Does CNAN Do With Your Personal Information?											
WHO?	This Privacy Notice is being provided by the CNAN Companies and applies to the service contract and any personal information obtained by the CNAN Companies in furtherance of performing the services provided under the service contract.											
WHY?	<p>The CNAN Companies collect information that is necessary to administer your contract, including review, process and service requests for products, benefits or other services. For example, we collect vehicle information to determine eligibility for coverage and benefits under one or more of our products, and to process claims or cancellations.</p> <p>Protection of nonpublic personal information is a matter of great importance to the CNAN Companies. We appreciate the trust our business partners have in us, and we protect that trust by continuing to respect the privacy of all of our service contract purchasers.</p>											
WHAT?	The personal information we collect is obtained from service contract purchasers and is found on the service contract registration forms and any associated claim and cancellation notices. Generally, we request identification information, such as name, address, phone number and email address. Additional information about your vehicle including the VIN number, Selling Dealer, and lienholder is collected in connection with the purchase of the service contract and its coverage selected.											
HOW?	<p>How Does CNAN Disclose Information:</p> <p>We share your personal information only with third parties involved in the sale or administration of your service contract. Examples include regulatory authorities, the Selling Dealership, independent sales representatives of CNAN, claim service personnel engaged by us or you to provide roadside assistance, vehicle inspections and repairs, and service contract financing. This information is sometimes shared to render services to you; respond to a court order or subpoena; prevent fraud; security and compliance; collections; and to analyze data about our products and programs.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Reasons CNAN Can Share Your Personal Information</th> <th style="text-align: center;">Does CNAN Share?</th> <th style="text-align: center;">Can You Limit CNAN Sharing?</th> </tr> </thead> <tbody> <tr> <td>For CNAN's everyday business purposes – such as investigating and making decisions about coverages, services, benefits, and other decisions associated with your service contract.</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td>For marketing purposes – CNAN does not share your personal information to market any other products or services.</td> <td style="text-align: center;">NO</td> <td>CNAN Does Not Share Your Personal Information for Marketing Purposes</td> </tr> </tbody> </table> <p>How Does CNAN Protect Your Information:</p> <p>We restrict access to information to those employees who need to know in order to provide service. We regularly review our security measures and employee education programs to help protect information. We also have physical, electronic, and procedural safeguards in place to protect the information we receive. When we share information with third parties, we require that they have standards to keep this information private.</p> <p>This privacy policy continues to apply even when your relationship with us has terminated or concluded.</p>			Reasons CNAN Can Share Your Personal Information	Does CNAN Share?	Can You Limit CNAN Sharing?	For CNAN's everyday business purposes – such as investigating and making decisions about coverages, services, benefits, and other decisions associated with your service contract.	YES	NO	For marketing purposes – CNAN does not share your personal information to market any other products or services.	NO	CNAN Does Not Share Your Personal Information for Marketing Purposes
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For CNAN's everyday business purposes – such as investigating and making decisions about coverages, services, benefits, and other decisions associated with your service contract.	YES	NO										
For marketing purposes – CNAN does not share your personal information to market any other products or services.	NO	CNAN Does Not Share Your Personal Information for Marketing Purposes										
Questions?	If you have any question regarding privacy matters, you may contact us by phone at 800-345-0191, extension 408, or by e-mail to privacymanager@cnanational.com or by mail addressed to CNA National Warranty Corporation, 4150 North Drinkwater Blvd., Suite 400, Scottsdale, AZ 85251, Attn: Privacy Manager.											
Definitions	CNAN Companies	Means CNA National Warranty Corporation; CNA National Warranty Corporation – Florida; Continental Service Plan, Inc.; and Continental Service Provider, Inc.										
	Selling Dealer	Means the dealership including its assigns and successors that sold you the service contract that this Privacy Notice is subject to.										
	Affiliates	Means a company related by a common ownership or control.										
	Independent Sales Representatives of CNAN	Means unaffiliated representatives of the CNAN Companies who work with and hold relationships with the Selling Dealer and CNAN.										
	Non-affiliates	Means companies not related by a common ownership or control.										