

ASAP Warranty Services

Vehicle Service Contract Terms of Agreement

DEFINITIONS

To assist you in understanding your Vehicle Service Contract, below are defined terms as follows;

1. **COMMERCIAL USE OR PURPOSE** means any use of YOUR VEHICLE for commerce or trade or to generate income, whether such use is full or part time.
2. **CONTRACT** means this Agreement and the DECLARATIONS PAGE.
3. **COVERED PART** means a part which is specifically covered under Section COVERAGE UNDER THIS CONTRACT of this CONTRACT, provided, however, - COVERED PART does not include any part which is excluded from coverage by or not covered under any provision of section EXCLUSIONS of this CONTRACT.
4. **DEALER** means the dealer who sold the VEHICLE to YOU.
5. **DEDUCTIBLE** means the amount indicated on the DECLARATIONS PAGE, which you are required to pay in respect to a BREAKDOWN.
6. **FACTORY or DEALER WARRANTY** means the new warranty, certified pre-owned or similar warranty furnished to YOU by the MANUFACTURER, or a limited warranty furnished to YOU by or for the benefit of the DEALER, in connection with YOUR purchase of YOUR VEHICLE.
7. **FACTORY or DEALER WARRANTY REPAIR SERVICE** means a repair of YOUR VEHICLE which was performed or which YOU requested while the FACTORY WARRANTY or DEALER WARRANTY remained in force.
8. **DECLARATIONS PAGE** means the page of CONTRACT information that accompanies this AgreeMent.
9. **MAINTENANCE RECORDS** include all original receipts, invoices and any other docuMents that demonstrate all required maintenance has been performed at proper intervals.
10. **MANUFACTURER** means the company that manufactured YOUR VEHICLE.
11. **BREAKDOWN** means the inability of a properly maintained COVERED PART to perform the function for which it was designed, due to defects in materials or workmanship. BREAKDOWN does not mean (a) the gradual reduction in operating performance of a COVERED PART due to wear and tear, or (b) the gradual or sudden reduction in operating performance of a COVERED PART due to any lack of proper maintenance or to non-use of a COVERED PART or non-covered part.
12. **OUR, US and WE** mean VSC Administrators, the company who is obligated to perform under this contract (the "obligor"), with offices at 300 Delaware Avenue. Wilmington, DE 19801. Our telephone number is 1-800-644-2450.
13. **PRIOR AUTHORIZATION** means the approval of and the approval number issued by US in respect to repairs or road side services which May be covered under this CONTRACT. YOU must notify US and obtain PRIOR AUTHORIZATION from US before any repairs are performed on YOUR VEHICLE. Any costs for repairs or road side services you incur without PRIOR AUTHORIZATION, when PRIOR AUTHORIZATION is required, will not be covered under this CONTRACT.
14. **REPAIR COST** means the part, labor expense and taxes, if applicable, necessary to repair or replace a covered part due to a BREAKDOWN of a covered part. REPAIR COST is determined by regular retail parts prices, not to exceed the Manufacturer's Suggested Retail Price for a COVERED PART, and the current national flat rate hourly guide for labor, and is subject to the aggregate and single repair, visit limitations on liability in Section COVERAGE UNDER THIS CONTRACT. REPAIR COST does not

include any expense YOU incur for diagnostic services or tear down labor relating to (a) a non-covered part or system, or (b) a COVERED PART when no BREAKDOWN of that COVERED PART has occurred. If YOU incur expenses for diagnostic services or tear down labor relating to the BREAKDOWN of a COVERED PART, WE will pay for up to \$150 for diagnostic services and for up to four (4) hours of labor at the applicable rate described below in this definition. For authorized repairs, the labor rate will be based on the posted labor rate of the licensed repair facility but in no event will the labor rate reimbursement exceed ninety dollars (\$90.00) per hour, unless YOU selected the optional **Posted Labor** coverage and such additional coverage is noted in your DECLARATIONS page. If **Posted Labor** is noted in your DECLARATIONS page, WE will pay according to the posted labor rate of the licensed repair facility up to one hundred and fifty dollars (\$150.00) per hour.

15. UNITED STATES means the 50 UNITED STATES and the District of Columbia, and does not include Puerto Rico, Guam or other territories and possessions of the United States of America.
16. VEHICLE means the VEHICLE identified on the DECLARATIONS PAGE.
17. YOU and YOUR mean the CONTRACT holder named on the DECLARATIONS PAGE, as the person(s) entitled to coverage and benefits under this CONTRACT

TRANSFER OF CONTRACT

The original retail CONTRACT purchaser may transfer this CONTRACT to an individual purchaser of the VEHICLE for the remainder of the original CONTRACT PERIOD. This CONTRACT may not be transferred to a Dealer, wholesaler or business entity, or to an individual purchaser who will use the VEHICLE for a COMMERCIAL USE OR PURPOSE at any time.

To transfer this CONTRACT, you must complete OUR Transfer Form, submit that to US, and follow these procedures: (a) provide a complete copy of YOUR MAINTENANCE RECORDS to US; and (b) provide documentation that evidences change of ownership and an Odometer Reading of the actual miles the VEHICLE has traveled, measured by a functioning, unaltered odometer as of the date of transfer to US.

1. A TRANSFER IS SUBJECT TO THE FOLLOWING CONDITIONS:
 - a) This CONTRACT can only be transferred to a private owner, within 15 days of change of VEHICLE ownership. For the Transfer to become effective, YOU also must transfer every remaining FACTORY or DEALER WARRANTY to the new owner of the VEHICLE. A transferee cannot cancel this CONTRACT.
 - b) THIS CONTRACT CANNOT BE TRANSFERRED TO A DIFFERENT VEHICLE.
 - c) If YOUR MAINTENANCE RECORDS are not available, WE may require inspection of the VEHICLE to assure that the VEHICLE has been properly maintained. If the inspection discloses abnormal conditions, the transfer request may be denied.
 - d) A transferee may not transfer this CONTRACT to a subsequent purchaser of the VEHICLE. Upon transfer of the VEHICLE by a transferee to a subsequent purchaser, this coverage under this CONTRACT is no longer in force.

YOUR OBLIGATIONS

A claim must be initiated by YOU. YOUR repair facility may not start a claim on YOUR behalf. Prior to going to the repair facility, YOU must call US at 1-800-644-2450 to start a claim. Once YOU have started YOUR claim with US you may take YOUR vehicle to the repair facility of YOUR choice.

1. If you incur a BREAKDOWN:
 - a) YOU must take YOUR VEHICLE to a repair facility in the UNITED STATES which has an ASE licensed mechanic capable of and appropriate equipment for diagnosing and repairing your vehicle. If you are traveling in Canada, take YOUR VEHICLE to the nearest repair facility in the UNITED STATES or Canada which has an automotive professional capable of and appropriate equipment for diagnosing and repairing YOUR VEHICLE. In either instance, and in the event of an emergency when neither of the foregoing options is possible, **YOU AND YOUR REPAIR FACILITY must Obtain PRIOR AUTHORIZATION from US, by calling TOLL FREE 1-800-644-2450, BEFORE INCURRING ANY REPAIR COSTS.**
 - b) YOU must authorize the repair facility to tear down YOUR VEHICLE or to diagnose a problem.
 - c) WE reserve the right to inspect YOUR VEHICLE to gather diagnostic or other necessary information regarding any claim. At OUR discretion, WE may move or tow YOUR VEHICLE to another location, at no expense to YOU, in order to inspect YOUR VEHICLE for these purposes.
 - d) YOU must pay any applicable DEDUCTIBLE to the authorized repair facility. The DEDUCTIBLE is the amount of the REPAIR COST YOU must pay for each visit for repair of a BREAKDOWN covered by this CONTRACT. In some cases where determined by US, you may be required to pay more than one (1) DEDUCTIBLE during a visit for repair(s) of a BREAKDOWN covered by this CONTRACT. YOUR DEDUCTIBLE is specified on the DECLARATIONS PAGE.
2. For Road Side Services or Rental Car Reimbursement, please contact US at 1-800-644-2450
3. Records and Maintenance.
 - a) YOU must properly maintain YOUR VEHICLE by performing maintenance services, at the proper intervals, according to the requirements of YOUR Owner's Manual or as otherwise specified by the MANUFACTURER.
 - b) YOU Must retain all original receipts, invoices and any other MAINTENANCE RECORDS that demonstrate all required maintenance has been performed at proper intervals. We may request that YOU produce MAINTENANCE RECORDS and may deny coverage if YOU fail to produce MAINTENANCE RECORDS that confirm that maintenance has been performed at proper intervals regarding YOUR VEHICLE. Handwritten receipts will not be accepted by US.
 - c) Coverage will be denied if YOU fail to perform maintenance services at proper intervals, or otherwise fail to properly maintain YOUR VEHICLE, and a BREAKDOWN is caused by YOUR failure to perform maintenance services or otherwise properly maintain YOUR VEHICLE.
 - d) YOU Must retain all original documents that demonstrate the amount YOU paid to purchase YOUR VEHICLE.

OUR OBLIGATIONS

YOU are reminded this service CONTRACT is not a contract or policy of insurance. However, OUR obligations as the provider under this service CONTRACT are backed by the full faith and credit of ASAP Warranty Services, the provider, located at: 300 Delaware Avenue. Wilmington, DE 19801. If WE fail to settle YOUR claim within sixty (60) days after YOUR proof of loss has been received by US, YOU are entitled to make a direct claim against the provider.

TOTAL PERFORMANCE

1. Brakes: Non - ABS master cylinder, power booster, calipers, wheel cylinders, hydraulic lines and fittings; proportioning valve, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, Seals and gaskets.
2. Cooling: Radiator, radiator fan blade and motor, fan clutch, water pump, Seals and gaskets.
3. Electrical: Alternator, voltage regulator, starter motor, starter solenoid, distributor, window regulator, heater A/C blower motor.
4. Super/Turbo Charger: All internal parts; Housing is covered if damaged by the failure of an internally lubricated Moving part, Seals and gaskets.
5. 4x4/AWD: All components in the Differential Assembly and Transfer Case including: Drive Chain, Drive Chain Gears, Planetary Gears, Ring Shift Forks, Bearing, Bushing, Oil Pump Output Shaft, Main Shaft Washers and all other internal lubricated parts, Differential Housing, Axle Shaft, Ring and Pinion, Bearing, Bushing, Washers, Differential Cover, 4 Wheel Drive Actuator, Locking Hubs and all other internal parts contained with the differential assembly, Seals and gaskets.
6. Gasoline/Diesel Engine: Cylinder block, cylinder head(s) if damage by internally lubricated parts. All internally lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, valves, valve springs, seats and guides, lifters, followers, oil pump, timing chain, timing belt and gear. Harmonic balancer, dip stick & tube. Valve covers, timing cover, and oil pan if damaged by internally lubricated parts; vacuum puMp, engine Mounts, Seals and gaskets.
7. Transmission: Transmission case, transfer case, transmission mounts and pan if damage by internally lubricated parts. Internally lubricated parts including: torque converter, vacuUM Modulator, internal linkage, Seals and gaskets.
8. Drive Axle: Housing(s) and cover if damage by internally lubricated parts. All internally lubricated parts including: axle shafts, universal joints and yokes, constant velocity shaft or joint or both, wheel bearings/hubs, drive shaft center bearings, supports, propeller shafts, locking hub mechanisms.
9. Differential Assembly: (Front and Rear) Differential Housing (if damaged by internally lubricated parts), Axle Shaft, Ring and Pinion, Bearings, Bushings, Washers, all other internal parts contained with the differential assembly, Seals and gaskets.
10. Steering: Steering box and rack and pinion unit and all their internal lubricated parts including: power steering pump and cylinder, main and intermediate steering shafts and couplings, steering knuckles; pitman arm, idler arm, tie rod ends and drag link, seals and gaskets.
11. Fuel: Fuel pump, metal fuel injection lines/rails, fuel tank and metal fuel internally lubricated parts including: waste-gate, vanes, shafts and bearings, seals and gaskets.

12. ABS-Brakes: Wheel Speed Sensors, Hydraulic Pump/Motor Assembly, Pressure Modulator Valve/ Isolation Dump Valve, Accumulator, Seals and gaskets, A.B.S. Master Cylinder, Hydro Boost and Electronic Control Processor, Seals and gaskets.
13. Heater and Air Conditioning: Evaporator, condenser, compressor, compressor clutch, receiver/drier, field coil, accumulator, A/C high/low pressure compressor cutoff switches and heater core, Seals and gaskets.
14. Front Suspension: Upper and lower control arms, control arm shafts and bushings, spindle supports, stabilizer shaft, stabilizer linkage, bushings, ball joints, spindles, wheel bearings, Seals and gaskets.
15. Rear Suspension: Upper and lower control arms, control arm shafts and bushings, spindle supports, stabilizer shaft, stabilizer linkage, bushings, ball joints, spindles, wheel bearings, Seals and gaskets.
16. Hi Tech: Electronic shift control unit; ABS master cylinder, ABS processor, hydraulic pump motor, pressure modulator valve, sensors; temperature control programmer, fuel management controls (including modules and sensors), fuel injector(s), fuel injection pump, ignition management controls(including modules and sensors), ignition coils, wiper motor(s), power window motors, power door locks, automatic temperature control, keyless entry system excluding remote, power antenna, speed control, electronic level control compressor.

NOTICE AND GENERAL CONSIDERATION

BY ENTERING INTO THIS CONTRACT, YOU DO NOT WAIVE ANY WARRANTIES THAT MAY BE IMPLIED BY LAW. Other rights and remedies may be available to YOU if a problem cannot be resolved with US.

THIS CONTRACT MAY DUPLICATE SOME WARRANTY COVERAGE.

STATE AND FEDERAL LAWS MAY PROTECT YOUR INTERESTS AS A CONSUMER. IN RESPECT TO THE MAGNUSON-MOSS WARRANTY ACT, THE CONTENTS OF THIS CONTRACT SHOULD BE INTERPRETED AND UNDERSTOOD TO MEAN A "SERVICE CONTRACT" AS USED THEREIN.

THIS CONTRACT IS NOT: (a) AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE CONTRACT OR POLICY; (b) A MECHANICAL BREAKDOWN INSURANCE CONTRACT OR POLICY; (c) AN INSURANCE CONTRACT OR POLICY OF ANY KIND; OR (d) AN EXPRESS, IMPLIED, GENERAL OR EXTENSION OF A WARRANTY.

COVERAGE UNDER THIS CONTRACT

YOUR CONTRACT PERIOD begins on the EFFECTIVE DATE and ends on the EXPIRATION DATE or when the VEHICLE's Odometer indicates the VEHICLE has reached the EXPIRATION MILEAGE limit, whichever occurs first. The EFFECTIVE DATE, EXPIRATION DATE and EXPIRATION MILEAGE are indicated on the DECLARATIONS PAGE. WE will arrange for the repair or replacement of COVERED PARTS, and any component damaged by a COVERED PARTS, as provided below, or pay the REPAIR COST for repair or replacement due to a BREAKDOWN during the CONTRACT PERIOD. OUR aggregate limit of liability under this CONTRACT for REPAIR COST or for any other purpose is the lesser of the amount YOU paid for the VEHICLE or the reasonable trade in value of the VEHICLE based on its actual condition at the time YOU purchased this CONTRACT. OUR limit of liability under this CONTRACT for REPAIR COST for a single repair visit is the reasonable trade in value of the VEHICLE based on its actual condition at the time YOU seek a repair under this CONTRACT. For purposes of this section, WE calculate reasonable trade in value using the applicable Kelly Blue Book price available and the actual condition of the VEHICLE for the date in issue.

1. ROADSIDE SERVICES
 - a) Under this CONTRACT WE provide YOU the following additional services, if YOUR VEHICLE is disabled, in the form of reimbursement for up to a maximum of: (i) one

hundred dollars per occurrence for towing to the nearest repair facility, acceptable to us, if required as a result of a BREAKDOWN; (ii) fifty dollars per day, for up to three days, for emergency trip interruption reimbursement, when you are more than 100 miles from your home; (iii) one flat tire change using YOUR good spare tire; (iv) forty dollars for a battery boost or jump start, or toward the delivery charge to have fuel purchased by you delivered to your VEHICLE; and (v) up to twenty dollars for lockout assistance. Services may vary to conform to the laws of YOUR state. No deductible applies to the provision of a Road Side Service. Road Side Services are not covered under this CONTRACT if YOUR VEHICLE was disabled due to an act of nature, war, insurrection, riot, etc. Under this CONTRACT, YOU are limited to receiving Road Side Services for just one disablement of YOUR VEHICLE for the same cause in any seven day period.

2. RENTAL CAR REIMBURSEMENT

- a) If YOU require alternate transportation due to a covered BREAKDOWN, this CONTRACT provides reimbursement for the expense of a rental car up to \$60 per day, to a maximum of 3 days and a total of \$180 per BREAKDOWN. Rental car reimbursement is based on a recognized industry flat rate time required to repair YOUR VEHICLE according to the following criteria: (i) if the repair time required is a minimum of eight hours, we will allow a one day car rental and reimburse YOU a maximum of \$60 for that rental; (ii) if the repair time required is a minimum of sixteen hours, we will allow a two day car rental and reimburse YOU a maximum of \$120 for that rental; and (iii) if the repair time required is more than twenty hours, we will allow a three day car rental and reimburse YOU a maximum of \$180 for that rental. Rental car reimbursement is valid only for expenses actually incurred from the date of the BREAKDOWN until the date repairs are completed. Rental car reimbursement does not include any expense for items such as MILEAGE, GASOLINE, MAINTENANCE, INSURANCE OR COLLISION DAMAGE WAIVER CHARGES, OR OIL CHANGES. No deductible applies to the provision of Rental Car Reimbursement.

OTHER TERMS

1. SUBROGATION:

- a) In the event that WE pay any reimbursement or expense to YOU or for YOUR benefit in respect to services YOU obtained under the CONTRACT, WE shall be subrogated to all of the rights, claims and interest which YOU may have against any person or legal entity liable or responsible for the loss or incident in issue, to the extent of the amount paid or expense incurred by US. YOU agree to execute any documents WE require YOU to sign under this section OTHER TERMS and avoid doing anything that would impair OUR rights. In respect to these benefits, YOU authorize US to sue, compromise, or settle in OUR name or YOUR name, or otherwise, all such claims, and you hereby agree that WE shall be fully substituted in your place and subrogated to all of your rights on account thereof. YOU agree to pay to US any amounts YOU recover that relate to benefits WE provided hereunder and agree that those amounts belong to US.

EXCLUSIONS

PARTS AND SERVICES NOT COVERED. THE FOLLOWING ARE EXCLUDED BY OR NOT COVERED UNDER THIS CONTRACT

1. REPAIRS PERFORMED OUTSIDE THE UNITED STATES OR CANADA.
2. REPAIRS PROHIBITED BY A FEDERAL, STATE OR LOCAL LAW, REGULATION, OTHER AUTHORITY OR AGENCY.
3. ANY WORK PERFORMED TO IMPROVE COMPRESSION OR REDUCE OIL OR FUEL CONSUMPTION, OR OTHER WORK WHEN A BREAKDOWN HAS NOT OCCURRED.
4. ANY REPAIR IF A NON-AUTHORIZED PERFORMANCE PART OR EQUIPMENT CAUSED OR CONTRIBUTED TO THE BREAKDOWN.
5. ANY REPAIR OF AIRBAG(S) DEPLOYED DUE TO COLLISION. YOU SHOULD CONTACT YOUR DEALER IMMEDIATELY IF YOU BELIEVE THERE IS A DEFECT IN THESE PARTS.
6. EXPENSES FOR ANY MAINTENANCE SERVICE SPECIFIED IN YOUR OWNER'S MANUAL; FUELS, FLUIDS, LUBRICANTS, ALIGNMENTS OR ADJUSTMENTS; IMPROPER REPAIRS, ADJUSTMENTS, OR SERVICING BY ANY REPAIR FACILITY, INDIVIDUAL OR YOU.
7. LEAKING SEALS AND GASKETS AS "STAND ALONE" REPAIRS ARE NOT COVERED. SEALS AND GASKETS ARE COVERED IN CONJUNCTION WITH THE AUTHORIZED REPAIR OR REPLACEMENT OF A COVERED PART. YOUR DECLARATIONS PAGE MUST READ **STAND ALONE SEALS AND GASKETS** TO RECEIVE COVERAGE FOR A "STAND ALONE" REPAIR TO A LEAKING SEAL AND/OR GASKET. IF DETERMINED BY US OR AN INDEPENDENT THIRD PARTY INSPECTOR, LEAKS/SEEPAGE/DRIP FROM A SEAL AND/OR GASKET MAY BE CONSIDERED NORMAL AND NOT A FAILURE.
8. ANY CONSEQUENTIAL OR INCIDENTAL PECUNIARY DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, LOST REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY OTHER ECONOMIC LOSS OF ANY KIND.
9. PARTS NOT AUTHORIZED BY THE MANUFACTURER. SUCH PARTS INCLUDE BUT ARE NOT LIMITED TO NON-FACTORY OR AFTERMARKET PERFORMANCE PARTS OR EQUIPMENT, AND ANY NON-FACTORY TYPE OF SECURITY, STEREO, AUDIO, TELEVISION, SATELLITE, TELEPHONE OR ENTERTAINMENT SYSTEM, EQUIPMENT OR PART.
10. NEGLIGENCE, ERROR, OR OMISSION ON THE PART OF ANY SERVICING DEALER, REPAIR FACILITY OR PROVIDER OF ROAD SIDE SERVICES, OR ANY BREAKDOWN OR CONSEQUENTIAL DAMAGE TO YOUR VEHICLE CAUSED IN WHOLE OR PART BY SUCH NEGLIGENCE, ERROR OR OMISSION.
11. ANY SERVICE THAT THE MANUFACTURER RECOMMENDS PURSUANT TO A RECALL ANNOUNCEMENT OR SERVICE BULLETIN THAT APPLIES TO YOUR VEHICLE, AND ANY BREAKDOWN OF AN OTHERWISE COVERED PART IF YOU FAIL TO HAVE THE VEHICLE REPAIRED OR REPROGRAMMED PURSUANT TO A NOTICE OF RECALL OR SERVICE BULLETIN, AND SUCH REPAIR OR REPROGRAMMING WOULD HAVE PREVENTED THE BREAKDOWN.
12. ANY REPAIR OF A SYSTEM, ANY EQUIPMENT OR PART IF IT IS DETERMINED THAT THERE IS A REASONABLE MECHANICAL PROBABILITY THAT THE CONDITION CAUSING THE FAILURE EXISTED PRIOR TO OR AT THE TIME OF PURCHASE OF YOUR CONTRACT, WHETHER KNOWN OR UNKNOWN AT THE TIME OF PURCHASE OF YOUR CONTRACT.
13. ANY FAILURE OF A COVERED PART NOT CAUSED BY A DEFECT IN A COVERED PART OR BY A DEFECT IN THE CRAFTSMANSHIP OR WORKMANSHIP OF THE FACTORY.
14. ANY REPAIR, REPLACEMENT OR REIMBURSEMENT COVERED BY ANY FACTORY OR DEALER WARRANTY, REPAIR FACILITY GUARANTEE, OTHER SERVICE CONTRACT, OR ANY INSURANCE COVERAGE.

15. EXPENSE FOR DIAGNOSTIC SERVICES OR TEAR DOWN LABOR RELATING TO (A) A NON-COVERED PART OR SYSTEM, OR (B) A COVERED PART WHEN NO BREAKDOWN OF THAT COVERED PART HAS OCCURRED.
16. REPAIRS NEEDED IN WHOLE OR IN PART DUE TO: (I) FAILURE TO STOP DRIVING OR PROTECT YOUR VEHICLE FROM FURTHER DAMAGE AFTER EVIDENCE OF A BREAKDOWN APPEARS (E.G., WARNING LIGHT, SMOKE); (II) THE USE OF FUELS, OILS, FLUIDS OR LUBRICANTS OTHER THAN THOSE REQUIRED BY YOUR OWNER'S MANUAL OR AS OTHERWISE SPECIFIED BY THE MANUFACTURER; (III) FAILURE TO PERFORM MAINTENANCE SERVICES, OTHER NEGLIGENCE, MISUSE OR ABUSE (E.G., OVERLOADING, RACING, COMPETITIVE DRIVING ACTIVITIES OR SNOW PLOWING), OR FROM MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, IMPROPER TOWING, IMPROPER ADJUSTMENTS OR SERVICING, OR USING THE VEHICLE IN ANY MANNER NOT RECOMMENDED BY THE MANUFACTURER; (IV) ACCIDENTAL LOSS, OR EXTERNAL CAUSES SUCH AS WAR, RIOT, VANDALISM, OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF THE PARTIES; (V) RUST, SALT, CORROSION, OVERHEATING, WATER INTRUSION/LEAKS, ACID RAIN, CHEMICALS, TREE SAP, HAIL, FLOOD, LIGHTNING, FIRE, WINDSTORM, EARTHQUAKES OR OTHER ENVIRONMENTAL CAUSES OR ACTS OF NATURE; (VI) VIBRATION, DETERIORATION, DISCOLORATION, DISTORTION, DEFORMATION AND/OR FADING; OR (VII) SLUDGE, CONTAMINATED FLUIDS, OR LUBRICANTS.
17. ANY REPAIR COST IF YOUR VEHICLE HAS BEEN USED FOR A COMMERCIAL USE OR PURPOSE, INCLUDING BUT NOT LIMITED TO USE OR FOR HIRE FOR RENTAL, TAXI, LIMOUSINE OR SHUTTLE SERVICE, CHERRY PICKING, DUMPING, PLOWING SNOW FOR HIRE, HAULING, PLOWING, TOWING OR ROAD SERVICE OPERATIONS, POLICE, LAW ENFORCEMENT, FIRE, RANGER, AMBULANCE OR EMERGENCY OR RESCUE SERVICES.
18. ANY OF THE FOLLOWING PARTS INCLUDING BUT NOT LIMITED TO, THROTTLE BODY, BATTERY, BATTERY CABLES, SHOCK ABSORBERS, STRUTS, MANUAL TRANSMISSIONS COMPONENTS SUCH AS, CLUTCH FRICTION, CLUTCH DISC AND PRESSURE PLATE, THROW OUT BEARING, PILOT BEARING, CLUTCH MASTER AND SLAVE CYLINDER, MANUAL AND HYDRAULIC LINKAGES; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; THERMOSTAT; HOSES, PIPES, LINES; NUTS, BOLTS, HARDWARE; BELTS, PULLEYS, TUNE-UP PARTS; SAFETY RESTRAINT SYSTEMS (INCLUDING SEAT BELTS AND AIRBAGS); ANY AND ALL FLUIDS, LUBRICANTS AND RESERVOIRS; FUSES, RELAYS, FUSE PANEL, CIRCUIT BREAKERS; BRAKE PADS, BRAKE SHOES, BRAKE ROTORS AND DRUMS; EMISSION SYSTEMS; GLASS; LENSES HEAD, LAMP AND PROJECTION LAMP ASSEMBLIES, SEALED BEAMS, LIGHT BULBS; WEATHER STRIPPING, TRIM, MOLDINGS, BRIGHT METAL, CHROME, UPHOLSTERY, CARPET, ZIPPERS, CUP HOLDERS, DASH PAD AND VENTS, SEAT FRAME, PAINT, INSIDE AND OUTSIDE ORNAMENTATION; TELEPHONES, TELEVISION / VCR, ELECTRONIC AND SATELLITE TRANSMITTING DEVICES; AMPS, SPEAKERS AND WIRING; INSIDE AND OUTSIDE DOOR HANDLES, MIRRORS, HINGES, LATCHES, LIFT GATE AND HOOD SUPPORTS; HUBCAPS/WHEEL COVERS, BUMPER, BODY SHEET METAL AND PANELS, BODY PARTS, FRAME, STRUCTURAL BODY PARTS, HARD OR VINYL OR FABRIC CONVERTIBLE TOPS; TIRES, WHEELS OR RIMS.
19. ANY REPAIR COST: (I) IF THE ODOMETER IS ALTERED, DISCONNECTED OR INOPERABLE SO THAT THE MILES TRAVELED CANNOT BE ACCURATELY DETERMINED; (II) IF THE VEHICLE'S FACTORY WARRANTY HAS BEEN VOIDED FOR ANY REASON; OR (III) IF YOU FAIL TO PROVIDE ALL MAINTENANCE RECORDS FOR ROUTINE MAINTENANCE RELATING TO COVERED PARTS THAT SUSTAIN A BREAKDOWN.

CANCELLATION

1. YOU may cancel this CONTRACT:
 - a) Within thirty (30) days following the commencement of the CONTRACT period, YOU may cancel this CONTRACT and receive a full purchase price refund, if no services have been rendered to or on behalf of YOU. If services have already been rendered under this CONTRACT to or on behalf of YOU, including the filing of a pre-existing claim, the refund will be the lesser amount calculated as: (i) a time pro-rated amount, based upon the time expired since the CONTRACT was purchased; or (ii) a mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the CONTRACT.
 - b) After thirty (30) days following the commencement of the CONTRACT period, YOU may cancel this CONTRACT. The refund will be the lesser amount calculated as: (i) a time pro-rated amount, based upon the time expired since the CONTRACT was purchased; or (ii) a mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the CONTRACT. ALL CANCELLATION REFUNDS AFTER THIRTY (30) DAYS ARE SUBJECT TO A \$25 PROCESSING FEE.
 - c) WE may cancel this CONTRACT at any time if: (i) YOU fail to timely pay any part of the CONTRACT purchase price; (ii) YOU made a material misrepresentation or substantially breached YOUR duties under this CONTRACT relating to the VEHICLE or its use; (iii) the VEHICLE has been sold or traded or repossessed, unless this CONTRACT has been transferred in accordance with section TRANSFER OF CONTRACT; (iv) the VEHICLE identification number no longer can be read or has been altered; (v) WE cannot determine the true mileage of the VEHICLE due to replacement, alternation, disconnection or failure of the Odometer; (vi) the VEHICLE has been declared a total loss or sold for salvage purposes; or (viii) the VEHICLE has been modified for or used in any competitive events or used for a COMMERCIAL USE or PURPOSE. If WE cancel this Contract, WE will refund to you or the Lender, as applicable, the lesser of: (i) a time pro-rated amount, based upon the time expired since the CONTRACT was purchased; or (ii) a mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the CONTRACT.
 - d) If YOU are entitled to a refund under this CONTRACT, WE will pay the refund to YOU if YOUR purchase of this CONTRACT was not financed. If YOU financed YOUR purchase of this CONTRACT with a Lender, WE will issue a cancellation refund directly to that Lender unless YOU present to US written confirmation that YOU have paid the Lender in full all sums due under the Finance Agreement and the Lender has discharged all liens it had in respect to the Finance Agreement. YOU acknowledge that OUR payment of a cancellation refund to a Lender in respect to a Finance Agreement regarding the VEHICLE constitutes payment to YOU and YOU have no claim against US in respect to such payment. In the event of repossession or total loss of the VEHICLE, the LENDER may cancel this CONTRACT. The provisions of this Section VI.D apply to all cancellation requests. No other rights or benefits under this CONTRACT transfer to the LENDER. A CONTRACT holder who obtains this CONTRACT through a Transfer is not eligible to request or receive a cancellation refund. SHOULD YOU OR WE CANCEL THIS CONTRACT, THIS CONTRACT SHALL TERMINATE IF WE ISSUE A REFUND TO YOU OR THE LENDER AND NO COVERAGE CAN BE REINSTATED FOR YOU.
 - e) To inquire about cancellation, contact US at our toll free number and complete a Cancellation Request Form.

ARBITRATION

The parties agree that any dispute, claim or controversy (a "Dispute") that may arise out of or relate to this Contract in any manner, including but not limited to a claim by You for breach of Contract, shall be resolved through binding Arbitration. Either party may make a written demand to the other party for Arbitration after we have attempted to resolve a Dispute through good faith negotiations for a period of 60 days.

Arbitration will take place before a single arbitrator who is mutually acceptable to both parties and holds a certification recognized by the courts in the jurisdiction where the Arbitration will take place as to having been trained as an Arbitrator. If YOU and WE cannot agree, either side may ask a court of competent jurisdiction to select the arbitrator.

YOU may select the location of the Arbitration provided that it is in the County or the judicial district that includes YOUR address listed in this Contract, or is in New Castle County, Delaware. WE may transfer the arbitration to New Castle County, Delaware provided that the arbitration is conducted without the parties appearing in person.

The Federal Arbitration Act (the "FAA"), 91 U.S.C. 91 et seq. (and not any state or local laws) will govern the Arbitration. The decision of the Arbitrator will be final and binding on the parties, except for any right of appeal under the FAA.

YOU understand and agree that because the parties have agreed to resolve disputes by binding Arbitration, YOU do not have the right to go to court to resolve a Dispute. However, an Arbitration award may be entered in any court with jurisdiction over the other party.

In the event this Arbitration provision is not enforceable in YOUR state, the parties agree to waive and forever give up the right to a trial by jury, which means that in the event of a lawsuit between the parties, the Dispute will be decided by a judge alone.

CLASS ACTION WAIVER. YOU agree that any Arbitration or court proceeding involving a Dispute will only consider and determine YOUR individual claims, and will not be conducted as a class action or on representative basis, even if YOU are not a named party.