



Service Contracts. It's what we do.®
 VEHICLE SERVICE CONTRACT MUST BE PURCHASED AT TIME OF SALE OF THE VEHICLE.
CLAIMS DEPT. 1-888-285-2567 or 1-707-257-9700
ROADSIDE/TOWING ASSISTANCE 1-888-810-5150
 aulcorp.com

V1-0120

CONTRACT PURCHASE DATE		
MONTH	DAY	YEAR

CONTRACT NUMBER

OWNER INFORMATION

LAST NAME		FIRST NAME		E-MAIL ADDRESS	
ADDRESS		CITY		STATE	ZIP CODE
					PHONE

CO-OWNER INFORMATION

LAST NAME		FIRST NAME		E-MAIL ADDRESS	
ADDRESS		CITY		STATE	ZIP CODE
					PHONE

SELLING DEALERSHIP INFORMATION

AUL DEALER ID #	DEALERSHIP NAME	DEALERSHIP'S EMPLOYEE NAME	PHONE
ADDRESS	CITY	STATE	ZIP CODE

VEHICLE INFORMATION

VIN #	YEAR	MAKE	MODEL
PRESENT MILEAGE	VEHICLE PURCHASE PRICE \$	SINGLE PAYMENT CONTRACT PRICE \$	IN-SERVICE DATE
VEHICLE CLASS			
VEHICLE SURCHARGES <input type="checkbox"/> 4WD/AWD <input type="checkbox"/> ONE – TON <input type="checkbox"/> TURBO/SUPERCHARGER <input type="checkbox"/> BUSINESS USE <input type="checkbox"/> SUSPENSION/TIRE/WHEEL MODIFICATIONS <small>(See Section 7. VI. for Suspension/Tire/Wheel Modification details)</small>			

COVERAGE INFORMATION

TERM	COVERAGE	OPTIONAL COVERAGE	DEDUCTIBLE
Term: _____ Months	Expiration Date: Expiration Mileage:	<input type="checkbox"/> SEALS & GASKETS <input type="checkbox"/> WARRANTY REMAINING*	\$
Term: _____ Miles		* If the "Warranty Remaining" option is selected, coverage begins at the CONTRACT PURCHASE DATE and expires by Time or Mileage measured from the original Full Manufacturer's Warranty Expiration Date or Expiration Mileage, whichever occurs first.	<input type="checkbox"/> DISAPPEARING DEDUCTIBLE* * See Section 1. for details of the DISAPPEARING DEDUCTIBLE option.
LIENHOLDER (If Applicable)			

I have **READ, UNDERSTAND, and AGREE** to the terms and conditions within the body of this contract.

OWNER'S SIGNATURE	DATE
This Vehicle Service Contract contains an arbitration provision. It limits certain of YOUR rights, including YOUR right to obtain relief or damages through court action. Purchase of this Vehicle Service Contract is not required in order to purchase or finance a motor vehicle.	

This contract is between A.U.L. Corp., 1250 Main Street, Suite 300, Napa, CA 94559, 1-800-826-3207 or 1-707-257-9700 (herein referred to as the "OBLIGOR") and **YOU** and provides coverage as indicated above.

This Vehicle Service Contract is not an insurance policy. Unless otherwise regulated under state law, the contents of this Vehicle Service Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. However, OUR obligations under this Vehicle Service Contract are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If WE fail to perform or make payment under the terms of this Vehicle Service Contract within sixty (60) days after YOU request performance or payment, YOU may apply directly to American Bankers Insurance Company of Florida. Please call 1-866-306-6694 for instructions.

For Arizona Residents Only: YOUR Vehicle Service Agreement has an Arbitration Provision. By signing in the section entitled **OWNER'S SIGNATURE**, **YOU** acknowledge that **YOU** are waiving **YOUR** right to go to court, except as provided in the Arbitration Provision or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.

SECTION 1. KEY TERMS AND PROVISIONS

This Vehicle Service Contract is not an insurance policy. This is a Vehicle Service Contract between the **SERVICE CONTRACT HOLDER** and the **OBLIGOR**. Coverage under this Vehicle Service Contract begins on the **CONTRACT PURCHASE DATE** as listed on the **DECLARATIONS PAGE** of this Vehicle Service Contract. This Contract provides additional information regarding responsibility for benefits. State restrictions may apply; please refer to the **STATE DISCLOSURE** section for details.

Any modification, alteration, or change to the preprinted terms and conditions of this Vehicle Service Contract shall render it invalid and of no force or effect. No coverage is afforded under this Vehicle Service Contract without a valid Owner's Signature. This Vehicle Service Contract is only in force upon the receipt and acceptance of this Vehicle Service Contract by the **ADMINISTRATOR**.

If any information contained in this Vehicle Service Contract about the **SERVICE CONTRACT HOLDER**, the **COVERED VEHICLE** or the coverage that **YOU** selected is in error, please contact the **ADMINISTRATOR** or the **SELLING DEALER** immediately.

THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS CONTRACT.

The General Provisions of this Vehicle Service Contract contain several words that have special meanings. The following words are important in this Vehicle Service Contract and they are printed in **BOLD** type below.

"ADMINISTRATOR" means **A.U.L. Corp. 1250 Main Street, Suite 300, Napa, California 94559, 1-800-826-3207 or 1-707-257-9700**.

"CLAIM" means a request or demand made by **YOU** for benefits under this Vehicle Service Contract.

"CONTRACT PURCHASE DATE" means the date this Contract was purchased as listed on this Vehicle Service Contract.

"COST" means the usual and approved charges for parts and labor to repair or replace the covered part. Replacement of covered parts may be made with parts which are like kind and quality, remanufactured, or new at the option of the **ADMINISTRATOR**.

"COVERED VEHICLE" means the car, light duty truck, or van described as such on this Vehicle Service Contract.

"DECLARATIONS PAGE" means the numbered document executed by **YOU** which is part of this Vehicle Service Contract. It lists information regarding the **COVERED VEHICLE**, Vehicle Service Contract terms, and other vital information.

"DEDUCTIBLE" means the amount the **SERVICE CONTRACT HOLDER** must pay for covered repairs per repair visit. The **DEDUCTIBLE** will not apply to the **ADDITIONAL BENEFITS** listed in **SECTION 7: WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT**.

"DISAPPEARING DEDUCTIBLE" means that if **YOU** have purchased the **DISAPPEARING DEDUCTIBLE** option then no **DEDUCTIBLE** will be charged so long as the **COVERED VEHICLE** is returned to the **SELLING DEALER** for repair. If the **COVERED VEHICLE** is taken anywhere other than the selling dealer, the **DEDUCTIBLE** as listed on the **DECLARATIONS PAGE** will apply.

"EXPIRATION DATE" means the **CONTRACT PURCHASE DATE** plus the Term Months as listed on this Vehicle Service Contract. If the Term Months listed on this Vehicle Service Contract is "Unlimited", this Vehicle Service Contract will expire at the **EXPIRATION MILEAGE**, or when **WE** have wholly fulfilled **OUR** financial obligations under the terms of the Limit of Liability clause of **SECTION 8 WHAT IS NOT COVERED** by this Contract, whichever occurs first.

"EXPIRATION MILEAGE" means the present mileage as listed on the **DECLARATIONS PAGE** of this Vehicle Service Contract plus the Term Miles as listed on this Vehicle Service Contract. This Contract will expire at either the **EXPIRATION DATE** or the **EXPIRATION MILEAGE**, whichever occurs first, or when **WE** have wholly fulfilled **OUR** financial obligations under the terms of the Limit of Liability clause of **SECTION 8 WHAT IS NOT COVERED** by this Contract.

"FAILURE", "FAILED", or "MECHANICAL BREAKDOWN" means the inability of any covered component(s), which has received manufacturer's recommended service, to perform the function(s) for which it was designed, including when any covered component(s) has worn beyond the manufacturer's tolerances allowed for the particular Vehicle at the mileage when the problem occurs.

"INTERNALLY LUBRICATED PART" means any internal part that requires lubrication to reduce friction between two moving surfaces.

"LIENHOLDER" means the company listed on the **DECLARATIONS PAGE** of this Vehicle Service Contract that has advanced the money for the purchase of this Vehicle Service Contract.

"OBLIGOR", "WE", "US" or "OUR" means **A.U.L. Corp. 1250 Main Street, Suite 300, Napa, California 94559, 1-800-826-3207 or 1-707-257-9700**, the entity obligated to perform under this Vehicle Service Contract.

"ODOMETER MILES" means the mileage recorded on the odometer provided that it has not stopped or been changed to lower the actual mileage, as determined in accordance with Public Law 92-513, Title IV, as amended.

"SELLING DEALER" means the Dealer described as such on this Vehicle Service Contract.

"SERVICE CONTRACT HOLDER," "YOU," and "YOUR" mean the owner designated as such on this Vehicle Service Contract.

"STATE DISCLOSURE" means a part of this Vehicle Service Contract that changes some of the provisions of this Vehicle Service Contract in order to comply with the laws of the state where **YOU** purchased this Vehicle Service Contract, if **YOUR** state requires a disclosure.

"WARRANTY REMAINING" If the **"WARRANTY REMAINING"** option is selected & paid as indicated on **YOUR DECLARATIONS PAGE**, coverage begins at the **CONTRACT PURCHASE DATE** and expires by Time or Mileage measured from the original Full Manufacturer's Warranty Expiration Date or Expiration Mileage, whichever occurs first.

SECTION 2. MAINTENANCE RESPONSIBILITIES

The **SERVICE CONTRACT HOLDER** must have the **COVERED VEHICLE** serviced according to the service and maintenance schedule outlined in the owner's manual published by the manufacturer of the **COVERED VEHICLE**. **YOU** must also maintain proper fluid levels. The **SERVICE CONTRACT HOLDER** must keep all maintenance records, from the date **YOU** purchased the **COVERED VEHICLE** to the **EXPIRATION** of this Vehicle Service Contract, supported by receipts indicating date, time, mileage, and service performed, and these records must be available to the **ADMINISTRATOR** and/or the **SELLING DEALER** upon request. Proof of maintenance will be required for certain repairs under this Vehicle Service Contract. Failure to provide proof of required maintenance may result in denial of coverage. Failure to properly maintain **YOUR COVERED VEHICLE** in accordance with **YOUR** owner's manual will result in denial of coverage if the improper maintenance contributed to the **MECHANICAL BREAKDOWN**.

SECTION 3. HOW TO OBTAIN REPAIRS

ROADSIDE/TOWING ASSISTANCE: 1-888-810-5150

ADMINISTRATOR BUSINESS HOURS: Monday through Friday, 6AM-5PM Pacific Standard Time

ADMINISTRATOR PHONE NUMBER AND ADDRESS: Toll Free 1-888-285-2567 or 1-707-257-9700 | 1250 Main Street, Suite 300, Napa, CA 94559.

AFTER HOURS CLAIMS: For **CLAIMS** outside of the **ADMINISTRATOR's** or **SELLING DEALER's** normal business hours, please follow the instructions in paragraph 10 below.

1. **Prevent Further Damage:** Take immediate action to prevent further damage to the **COVERED VEHICLE**. This Vehicle Service Contract will not cover the damage caused by continued operation and/or not securing a prompt repair of the failed component.
2. **Return YOUR COVERED VEHICLE to the SELLING DEALER:** If **YOUR COVERED VEHICLE** is within sixty (60) miles of the **SELLING DEALER**, **YOU** must deliver the **COVERED VEHICLE** to the **SELLING DEALER** at the address shown on the **DECLARATIONS PAGE** of this Vehicle Service Contract.
3. **Call the ADMINISTRATOR for instructions on how to start a claim at 1-888-285-2567:** If **YOUR COVERED VEHICLE** is more than sixty (60) miles from the **SELLING DEALER**, **WE** reserve the right to select the repair facility. Call the **ADMINISTRATOR** for instructions **BEFORE YOU** deliver **YOUR COVERED VEHICLE** to any repair facility other than the **SELLING DEALER**.
4. **Provide the SELLING DEALER or licensed Repair Facility with a Copy of YOUR Vehicle Service Contract and/or YOUR Vehicle Service Contract number.**

5. **Authorize Initial Diagnosis and/or Tear-Down:** YOU will need to authorize the licensed Repair Facility to diagnose and/or tear-down YOUR COVERED VEHICLE in order to determine the cause and cost of the repair. YOU will be responsible for these charges if the failure is not covered under this Vehicle Service Contract. The ADMINISTRATOR and the SELLING DEALER reserve the right to require an inspection of YOUR COVERED VEHICLE prior to any repair being made. Replacement of covered parts may be made with parts which are like kind and quality, remanufactured, or new at the option of the ADMINISTRATOR.
6. **Obtain Authorization from the ADMINISTRATOR:** Prior to any repair being made, instruct the Service Manager at the licensed Repair Facility to contact the ADMINISTRATOR to obtain an authorization for the CLAIM. Any CLAIM for repairs without prior authorization will not be covered. The ADMINISTRATOR can be contacted Monday through Friday, 6:00 a.m. to 5:00 p.m. Pacific Standard Time at 1-888-285-2567 or 1-707-257-9700. Refer to SECTION 8. WHAT IS NOT COVERED, Limit of Liability for the maximum amount that will be paid for repairs covered under the terms of this Vehicle Service Contract.
7. **Review Coverage:** After the ADMINISTRATOR has been contacted, review with the Service Manager what will be covered by this Vehicle Service Contract.
8. **Pay Any Applicable DEDUCTIBLE:** WE will reimburse the licensed Repair Facility or YOU for the cost of the work performed on YOUR COVERED VEHICLE that is covered by this Vehicle Service Contract and previously authorized, less any DEDUCTIBLE. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the ADMINISTRATOR within one hundred eighty (180) days to be eligible for payment.
9. **Proof of Service and/or Repair:** To obtain payment for a covered repair, YOU or the licensed Repair Facility must submit a legible copy of the original repair order to the ADMINISTRATOR. Repair orders must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, COVERED VEHICLE identification number, date, COVERED VEHICLE mileage, YOUR name and signature, 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. In addition (if applicable), all related invoices (i.e., towing, rental, sublets, etc.) must accompany the repair order for consideration of CLAIM reimbursement.
10. **After-hours Repair:** If repairs covered by this Vehicle Service Contract are required outside the ADMINISTRATOR's or SELLING DEALER's business hours, YOU should deliver the COVERED VEHICLE to a 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. To report an after-hours repair and obtain a reimbursement, please call 1-888-285-2567 for instructions. After-hours repairs are only those repairs, which, if not performed, would render YOUR COVERED VEHICLE inoperable or unsafe to drive and impair its future operation.

SECTION 4. TRANSFER AND RENEWAL PROCEDURES

YOU may transfer this Vehicle Service Contract one time to a new owner during the Vehicle Service Contract term. This Vehicle Service Contract may not be assigned separately from the COVERED VEHICLE, nor can it be assigned or transferred to a new-or used-car dealer or anyone other than the individual who is purchasing the COVERED VEHICLE for personal use. A transfer fee of fifty dollars (\$50.00) will be charged. The new owner must supply the ADMINISTRATOR with their name, address, telephone number, current vehicle mileage on the COVERED VEHICLE, a copy of the bill of sale, the original SERVICE CONTRACT HOLDER's written authorization to validate the transfer, and all maintenance records from the previous owner dating back to the contract purchase date. The ADMINISTRATOR must be notified within thirty (30) days of the date of sale of the COVERED VEHICLE for the transfer to the new owner to be effective. Once transferred, this Vehicle Service Contract is non-refundable. This Vehicle Service Contract is not transferable from vehicle to vehicle. This Vehicle Service Contract may be renewable. Renewal is subject to underwriting guidelines at the time of renewal. Proof of maintenance and a vehicle inspection may be required prior to renewal. Renewal rates may be different from the original price. In order to facilitate renewal, if YOU choose to renew, the ADMINISTRATOR may share certain nonpublic personal information with another company. That company, however, will use this information only for its intended purpose and will not share it with any third parties.

SECTION 5. CANCELLATION

In the event the COVERED VEHICLE is repossessed, declared a total loss, or YOU give notice of cancellation, this Vehicle Service Contract shall terminate.

1. In the event of a valid repossession or total loss of the COVERED VEHICLE, the rights under this Vehicle Service Contract, which include cancellation, shall immediately transfer to the applicable LIENHOLDER, only if the LIENHOLDER is an outside financial institution not controlled by the SELLING DEALER.
2. a. This Vehicle Service Contract is cancelable by the SERVICE CONTRACT HOLDER or the LIENHOLDER. If the SERVICE CONTRACT HOLDER or the LIENHOLDER cancels this Vehicle Service Contract within the first thirty (30) days and no CLAIMs have been filed, the SELLING DEALER will refund the entire Vehicle Service Contract Price.
b. If this Vehicle Service Contract is canceled by the SERVICE CONTRACT HOLDER or the LIENHOLDER after the first thirty (30) days or a CLAIM has been filed, the SELLING DEALER will refund the amount of the unearned Vehicle Service Contract Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven relative to the plan selected. If the Term Months listed on this Vehicle Service Contract is "Unlimited", the SELLING DEALER will refund the amount of the unearned Vehicle Service Contract Purchase Price according to the pro-rata method reflecting the miles driven relative to the plan selected.
c. A fifty dollar (\$50.00) service fee will be deducted from all refunds for cancellations requested after the first thirty (30) days.
3. How to cancel: Provide the SELLING DEALER with: (1) The SERVICE CONTRACT HOLDER copy of this Vehicle Service Contract; (2) a brief letter signed by the SERVICE CONTRACT HOLDER requesting cancellation; (3) an affidavit indicating the true odometer reading on the date of the request; (4) If the contract is financed or on a payment plan, provide the LIENHOLDER's name and mailing address. In the event of cancellation, the LIENHOLDER, if any, will be named on the cancellation refund check as their interest may appear. If account is paid in full, documentation from the LIENHOLDER stating account has been satisfied will be required.

SECTION 6. CANCELLATION BY OBLIGOR

The OBLIGOR may terminate (cancel) this Vehicle Service Contract for any reason by mailing, via certified mail at least fifteen (15) days prior to termination, a notice of termination to YOUR last known address to include a statement of the reason for and effective date of termination and by tendering a refund as follows: If the OBLIGOR cancels this Vehicle Service Contract, the refund will be calculated in accordance with paragraph 2 in SECTION 5 CANCELLATION.

SECTION 7. WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT

This Vehicle Service Contract will cover the parts listed below based on the coverage level that YOU purchased. Only those parts specifically listed below are covered. Refer to the DECLARATIONS PAGE to determine which coverage group(s) apply to YOUR COVERED VEHICLE. Items listed in SECTION 8. WHAT IS NOT COVERED are not covered under this Vehicle Service Contract.

I. POWERTRAIN COVERAGE

- A. **Engine Group:** All INTERNALLY LUBRICATED PARTS. Crankshaft and bearings, oil pump, fuel pump, diesel injection pump, oil pressure sending unit, internal timing gears or chain/belt, camshaft, camshaft bearings, valve lifters, rocker arm assemblies and push rods, valve guides, pistons and rings, wrist pins, connecting rods, motor mounts, and distributor drive gear. The engine block and cylinder heads are covered only if damage is caused by the FAILURE of an INTERNALLY LUBRICATED PART. ENGINE (Rotary): All of the above listed parts plus rotors, rotor seals, rotor chamber, eccentric shaft and bearings.
- B. **Turbocharger/Supercharger:** Factory installed turbocharger or supercharger, including housing, and all internal parts.
- C. **Transmission, Transaxle and Transfer Case (4x4/AWD):** All INTERNALLY LUBRICATED PARTS. Drive shaft/U joint, torque converter, and transmission mounts. Case housings are covered if damaged by the FAILURE of an INTERNALLY LUBRICATED PART.
- D. **Drive Axle Group (Front or Rear):** Pinion bearings, side carrier bearings, ring and pinion gears, carrier assembly, thrust washers, axles, internal axle bearings, constant velocity joints, internal transaxle seal, and drive axle housing if damaged by the FAILURE of an INTERNALLY LUBRICATED PART.
- E. **Hybrid/Electric Vehicle Group:** Electric drive motor assembly, generator assembly, power inverter and converter, motor controller, stator and rotor, and transaxle.
- F. **Seals and Gaskets:** Seals and gaskets are covered when replaced in conjunction with a covered FAILURE.

II. VINTAGE COVERAGE

All POWERTRAIN COVERAGE as listed above, plus:

- A. **Power Steering Group:** Steering gear box, pump assembly, rack and pinion, pitman arm, idler arm, tie rod, control valves, and intermediate shafts.
- B. **Air Conditioning Group:** Compressor, condenser, evaporator, a/c clutch & coil, expansion valve, receiver drier, blower motor, and heater control valve.
- C. **Electrical Group:** Alternator, starter motor, front and rear wiper motors, voltage regulator, distributor, solenoids, electronic fuel injectors, throttle position sensor, oxygen sensor, crankshaft position sensor, camshaft position sensor, fuel pressure sensor, electronic ignition module, ignition coils, power window motors/regulators, power mirror motors, power seat motors, 4WD encoder motor, power lock actuators, and the following manually operated switches: window switch, seat adjuster switch, headlight switch, turn signal switch, door lock switch, wiper switch, ignition switch.

III. DOMAIN COVERAGE

All POWERTRAIN and VINTAGE COVERAGE as listed above, plus:

- A. **Brake Group:** Master cylinder, power brake cylinder, vacuum assist booster, hydro boost, disc brake caliper, wheel cylinders, compensating valve and the following ABS Components: hydraulic control unit, electronic control processor, wheel speed sensors, hydraulic pump/motor assembly, pressure modulator valve, isolation dump valve, and accumulator.

IV. ESTATE COVERAGE

All POWERTRAIN, VINTAGE and DOMAIN COVERAGE as listed above, plus:

- A. **Front/Rear Suspension Group:** Upper and lower control arms, control arm shafts and bearings or bushings, upper and lower ball joints, radius arm and bushings, torsion bars and mounts or bushings, stabilizer bars, links and bushings, struts, strut bearing plates, shock absorbers, spindle and spindle support, wheel bearings, and the following variable dampening suspension parts: compressor, control module, actuator, solenoid, height sensor, and mode selector switch.
- B. **Enhanced Electrical Group:** Manually operated switches, fuel injection sensors, rear window heating elements, and the following factory installed devices: global positioning system (GPS), Central LCD Control Screen, electronic control modules, instrument cluster, infrared systems, cruise control servo, proximity pass key and sensor, power antenna motor.
- C. **Cooling Group:** Engine cooling fan and motor, fan clutch, serpentine belt tensioner, radiator, heater core, water pump, and thermostat.
- D. **Hybrid/Electric Vehicle Group:** cooling system blower motors and pumps, control units/modules and sensors.
- E. **Hybrid/Electric Vehicle Battery:** In the event of a FAILURE to the Hybrid Drive Battery, Electric Drive Battery, or High Voltage Battery, replacement may be made with a battery of like kind and quality with an energy capacity (kWh storage) level at or above that of the original battery prior to the FAILURE. The amount of energy these batteries can store will decrease with time and miles driven. An inspection or extended charge capacity test may be needed, prior to repair or replacement, to determine if the battery energy capacity (kWh storage) is within the proper limit, given the age and mileage of the vehicle. The extended charge capacity test will follow manufacturer specifications and YOU will be responsible for these charges if the failure is not covered under this Vehicle Service Contract.
- F. **Seals and Gaskets:** This coverage option is included for covered components on Vehicles with less than one hundred twenty-five thousand (125,000) miles at CONTRACT PURCHASE DATE. Minor loss of fluid or seepage is considered normal and is not considered a FAILURE.

V. RESERVE COVERAGE

This Vehicle Service Contract will cover approved repairs to any FAILURE of the parts of the COVERED VEHICLE, except for those items listed in SECTION 8. WHAT IS NOT COVERED.

VI. SURCHARGES and OPTIONAL COVERAGE

Business Use: Coverage is provided if the Business Use surcharge has been selected and paid as specified on YOUR DECLARATIONS PAGE. Coverage is limited to cars, light-duty trucks, and vans that are not part of a pool or fleet, as used by the owner for: route work; service or repair work; delivery or hauling; agricultural purposes; job site activities; construction trades; and eligible vehicles owned by religious/charitable organizations.

Seals and Gaskets: FAILED seals and gaskets for covered components will be replaced if the Seals and Gaskets surcharge has been selected and paid as specified on YOUR DECLARATIONS PAGE and the COVERED VEHICLE has less than one hundred twenty-five thousand (125,000) miles at CONTRACT PURCHASE DATE. Minor loss of fluid or seepage is considered normal and is not considered a FAILURE.

Suspension/Tire/Wheel Modifications: Coverage is provided if the surcharge has been selected and paid at the time of sale of this Vehicle Service Contract as specified on YOUR DECLARATIONS PAGE. FAILURES to a covered component resulting from a professionally installed lift kit (up to four (4) inches on mid-size trucks or SUVs and up to six (6) inches on full-size trucks or SUVs) and tire modification (up to two (2) inches above manufacturer equipped size or a maximum of thirty-five (35) inches, whichever is greater), or are lowered two (2) inches or less, will be covered. For COVERED VEHICLES with oversized wheels, this surcharge allows for a three (3) inch increase in wheel diameter. This surcharge is only available if the COVERED VEHICLE is equipped with Suspension/Tire/Wheel Modifications at the time of sale of this Vehicle Service Contract. FAILURES resulting from Suspension/Tire/Wheel Modifications in excess of the guidelines noted above are not covered.

WARRANTY REMAINING: If the "WARRANTY REMAINING" option is selected and paid as indicated on YOUR DECLARATIONS PAGE, coverage begins at the CONTRACT PURCHASE DATE and expires by Time or Mileage measured from the original Full Manufacturer's Warranty Expiration Date or Expiration Mileage, whichever occurs first.

VII. ADDITIONAL BENEFITS/ROADSIDE ASSISTANCE (ALL Plans)

- 1. **Towing:** In the event the COVERED VEHICLE becomes disabled due to a mechanical FAILURE which renders the COVERED VEHICLE inoperable, WE will arrange to have the COVERED VEHICLE transported, one time per CLAIM, to the nearest qualified repair service facility within one hundred fifty (150) miles. YOU are responsible for any charges that exceed the stated coverage limit.
- 2. **Flat Tire Change:** In the event of a flat tire on the COVERED VEHICLE, WE will arrange for a service provider to mount an inflated spare tire provided by YOU. In the event the spare tire is not functional, WE will provide YOU with transportation to the nearest tire store for repairs.
- 3. **Emergency Fuel Delivery Service:** In the event the COVERED VEHICLE runs out of gas, WE will arrange for a service provider to deliver two (2) gallons of gas to the COVERED VEHICLE. YOU are responsible for the cost of the emergency supply of gas at the time of delivery. (Compressed Natural Gas (CNG) vehicles excluded)
- 4. **Battery Jump Service:** In the event the COVERED VEHICLE will not crank due to a weak or "run-down" battery, WE will arrange for a service provider to boost or jump-start the battery.
- 5. **Key Lockout Service:** In the event the keys for the COVERED VEHICLE are lost, broken or accidentally locked in the COVERED VEHICLE, WE will arrange for a service provider to unlock the COVERED VEHICLE and will pay up to a maximum of one hundred dollars (\$100.00) per occurrence for the locksmith service, excluding the cost of replacement keys. YOU are responsible for the cost of any replacement keys at the time of service.

To obtain roadside assistance, call 1-888-810-5150.

Additional Benefits/Roadside Assistance is available 24 hours a day, 365 days a year. Only service requests provided through calling 1-888-810-5150 will be honored. Services are not available in areas where state providers are exclusively utilized on certain toll-ways, highways, and freeways. Service is not covered for collisions or vandalism.

VIII. RENTAL CAR/ALTERNATE TRANSPORTATION BENEFITS

The **ADMINISTRATOR** will reimburse the **SERVICE CONTRACT HOLDER**, for actual rental car expense incurred, up to thirty dollars (\$30.00) per twenty-four (24) hour period, with a one hundred fifty dollar (\$150.00) maximum per **CLAIM**. In order to qualify for reimbursement, the **COVERED VEHICLE** must: **1)** be retained by the repair facility overnight, and; **2)** have a **FAILURE** to a covered component based on the coverage plan selected, that if driven, would result in further damage to the **COVERED VEHICLE**. An additional ninety dollars (\$90.00) of rental coverage applies only in the event of a parts delay when an internal repair or replacement is performed on a major component (Engine Group, Transmission Group, Drive Axle Group). Reimbursement will not continue beyond the day that repairs are completed and the **SERVICE CONTRACT HOLDER** is notified of completion. Reimbursement is only valid if rental is from a licensed car rental agency. Valid rental receipts which correspond with the date of repairs must be provided to the **ADMINISTRATOR**.

Alternate Transportation: The **ADMINISTRATOR** will reimburse the **SERVICE CONTRACT HOLDER** for alternate transportation such as Uber or Lyft according to the guidelines listed above under Rental Car. Valid alternate transportation receipts which correspond with the date of covered repairs must be provided to the **ADMINISTRATOR**.

SECTION 8. WHAT IS NOT COVERED

- A. Repairs or replacements not authorized in advance by the **ADMINISTRATOR**, except for repairs that qualify as After-hours Repairs as described in SECTION 3 HOW TO OBTAIN REPAIRS.
- B. Repairs or replacements of components of the **COVERED VEHICLE** that were not operating properly in accordance with manufacturer's specifications at the time of sale of this Vehicle Service Contract.
- C. Any **MECHANICAL BREAKDOWN** or **FAILURE** that occurs to or results from non-standard (any component not installed by the original manufacturer) or high performance parts, alternate fuels, any mechanical or electrical alterations made to the **COVERED VEHICLE**. These may include, but are not limited to, the use of oversized tires, mismatched tire sizes according to manufacturer's guidelines, installation of header pipes, snow plow equipment or fittings, and/or suspension or wheel and tire modifications. Any alteration to any processing module which removes or manipulates factory settings through the use of, but not limited to, programmers, piggy-backs, PCM alterations, re-flashes, plug in tuners, or tunes. Refer to Suspension/Tire/Wheel Modifications under SECTION 7. WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT for allowed modifications (if applicable to the plan YOU selected and paid).
- D. Any part, repair, or replacement thereof while covered by insurance, a manufacturer's warranty, recall program, factory service bulletins, special policy, certified program or dealer warranty.
- E. Any **COVERED VEHICLE** if the odometer has been tampered with, altered, disconnected (excluding during maintenance or repair) or not maintained in working order, causing it to not record actual mileage driven.
- F. Any **MECHANICAL BREAKDOWN** or **FAILURE** caused by (a) failure to service the **COVERED VEHICLE** as recommended by the manufacturer; (b) overheating, regardless of the cause of overheating or resulting from contamination or inadequate amounts of coolant, lubricants, or fluids; (c) continued operation of YOUR **COVERED VEHICLE** or failure to use reasonable means to protect YOUR **COVERED VEHICLE** from further damage after a **FAILURE** occurs; (d) sludge, rust, residue, or corrosion; (e) lack or loss of oil or lubricant, or poor quality lubricant or fluids; or (f) **OWNER OR DRIVER NEGLIGENCE OR MISUSE, WHICH SHALL INCLUDE OPERATION OF THE VEHICLE AFTER THE FAILURE OF ANY PART, THE NORMAL OPERATION OF WHICH IS REQUIRED TO MAINTAIN A SAFE OPERATING TEMPERATURE. AN UNSAFE OPERATING TEMPERATURE IS INDICATED BY, BUT NOT LIMITED TO, GAUGES, WARNING LIGHTS, OR AUDIBLE WARNING SOUNDS.**
- G. Any vehicle used for any form of competitive driving, racing or abusive driving.
- H. Any **COVERED VEHICLE** used for pulling a trailer with a gross vehicle weight in excess of 1,500 pounds unless the vehicle is equipped as recommended by the manufacturer.
- I. The following, unless required in connection with repairs or replacements covered hereunder: adjustments, wheel or suspension alignments, wheel balancing, engine tune-ups, grinding valves, refrigerants, reprogramming.
- J. Phones, Wireless Transmitting Devices, Entertainment/Gaming Systems, Electronic Device Software.
- K. Commercial use including, but not limited to, public hire, rental, taxi, or livery, and vehicles with non-standard equipment installed specifically to facilitate commercial use.
- L. During the period covered by this Vehicle Service Contract, it may become necessary to: (a) replace spark/glow plugs, cap and rotors, points, fuses, wiper blades, PCV valves, emission components, fly wheels, flex plates, clutch assembly and hydraulics, brake and clutch linings, pressure plate, throw-out and pilot bearings, hoses, molded rubber or rubber like items, serpentine/drive belt, filters, glass and glass lenses, windows, any component whose only purpose is for illumination, such as but not limited to: sealed beams, high intensity discharge (h.i.d. or xenon) bulbs, h.i.d. headlamp assemblies, ballasts, h.i.l.e.d. cooling systems, l.e.d. assemblies, light bulbs, lenses, wheels, tires, trim, moldings, bright metal, upholstery, paint, exhaust system (excluding exhaust manifold if cracked or warped and exhaust manifold gaskets (**RESERVE COVERAGE ONLY**)), brake rotors and drums, batteries (except as described in this Vehicle Service Contract (**ESTATE AND RESERVE COVERAGES ONLY**)), carburetor; (b) adjustments to carburetor, throttle body assembly, ignition, transmission bands, belts or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; (d) add oil, coolant, fluids, lubricants, greases, or refrigerants. Costs for these services and parts are not covered by this Vehicle Service Contract, regardless of the cause of failure.
- M. Storage charges, shop supplies, and materials charge; diagnostic procedures not in the flat rate time to repair the covered component.
- N. Losses resulting from delays or failures caused by acts of God, accidental loss or damage, collision or upset, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, hail, water, flood, foreign debris, freezing, malicious mischief, vandalism, war, riot or civil commotion, labor strikes, or other causes beyond the control of the **ADMINISTRATOR**.
- O. Incidental or consequential damages, such as loss of time, inconvenience, storage fees or loss of use of the **COVERED VEHICLE** or injury or death to any persons.
- P. A part or component that a repair facility may recommend replacing but which has not **FAILED**.
- Q. Maintenance services and parts described in the Manufacturer's Maintenance Schedule for the **COVERED VEHICLE**.
- R. Rust damage or body repair, convertible or vinyl tops, air and water leaks, wind noise, weather strips, squeaks, and rattles.
- S. Repairs or replacements made outside the United States or Canada.
- T. Repairs to correct loss of compression or oil consumption related to burnt or carbonized piston rings or valve components.
- U. **MECHANICAL BREAKDOWN** caused by ruptured or damaged constant velocity boots (**NOT APPLICABLE TO RESERVE COVERAGE**).
- V. Damage to a covered part resulting from a **MECHANICAL BREAKDOWN** or **FAILURE** of a non-covered part, or from faulty or negligent repairs, or installation of defective parts.
- W. Damages for bad faith, punitive or exemplary damages, property damage (except as specifically stated in this Vehicle Service Contract), and attorney fees.
- X. Any vehicle not originally manufactured to U.S. specifications or with branded titles, grey market vehicles, salvaged vehicles, factory buybacks, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only.
- Y. Limit of Liability (per repair visit)-The **COST** of repairs in excess of the approved **COST** to correct any **FAILURE** using the approved retail labor time from a nationally recognized labor time guide (i.e. Motors Guide, All-Data), less any **DEDUCTIBLE**. Parts replacement costs shall not exceed the Manufacturer's suggested retail price. In no event shall **OUR** liability exceed the approved **COST** necessary to correct the actual cause of **FAILURE**.
- Z. Limit of Liability (Aggregate)-The aggregate total of all repairs and benefits paid or payable while this Vehicle Service Contract is in force shall not exceed the lesser of the following aggregate amounts: (1) the Vehicle Purchase Price as shown on this Vehicle Service Contract; or (2) Powertrain - four thousand dollars (\$4,000.00); Vintage - five thousand dollars (\$5,000.00); Domain, Estate, and Reserve - the **NADA** retail value of the **COVERED VEHICLE** immediately prior to the **FAILURE**, or five thousand dollars (\$5,000.00), whichever is greater.
- AA. Authorized covered repairs that have not been submitted to the **ADMINISTRATOR** within one hundred eighty (180) days from date of completed repairs.
- BB. **MECHANICAL BREAKDOWN** caused by or due to the failure of nuts, bolts, or fasteners (internal and/or external) (**NOT APPLICABLE TO RESERVE COVERAGE**).
- CC. Parts not expressly listed in SECTION 7. WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT, are not covered (**NOT APPLICABLE TO RESERVE COVERAGE**).
- DD. **FAILURE** caused by over or undercharging of the Hybrid Drive Battery, Electric Drive Battery, or High Voltage Battery, including allowing battery to stay drained beyond manufacturer recommendations or not following manufacture recommended charging and storing procedures. Battery core charges.

SECTION 9. ARBITRATION PROVISION

READ THE FOLLOWING ARBITRATION PROVISION (“PROVISION”) CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO GO TO COURT. THIS PROVISION DOES NOT APPLY TO A COVERED BORROWER AS DEFINED BY FEDERAL MILITARY LENDING ACT REGULATIONS.

WAIVER. YOU and WE (the “Parties”) waive the following rights: (1) the right to go to court, except small-claims court; (2) the right to a jury trial; (3) the right to serve as a private attorney general; and (4) the right to participate in a class action. Under this Provision, courts and arbitrators **cannot allow class actions**. Only individual arbitration or small-claims courts will resolve disputes. If a court finds that the class action waiver portion of this Provision is invalid, then this entire Arbitration Provision is void.

SCOPE. This Provision governs all disputes between YOU and US, including but not limited to claims based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and claims related to setting aside this Provision, claims about the Provision’s validity and scope, and claims about whether to arbitrate.

INFORMAL DISPUTE RESOLUTION. We can try to resolve disputes if you call us at 1-888-285-2567 or 1-707-257-9700. We may be able to resolve the dispute on terms mutually agreeable to you and us. YOU and WE agree that any dispute we are unable to resolve will be resolved by arbitration.

ABOUT ARBITRATION. In arbitration, a third-party arbitrator resolves disputes in a hearing. The arbitration hearing is private and less formal than court. Arbitrators may limit pre-hearing fact finding, called “discovery.” The decision of the arbitrator is final.

ARBITRATION PROCESS. To begin Arbitration, YOU or WE must make a written demand to the other Party for arbitration and send a copy of the demand to the chosen arbitrator. YOU may send your demand to us at A.U.L. Corp. Attn: Compliance, 1250 Main Street, Suite 300, Napa, CA 94559. The Party mailing the demand may choose the American Arbitration Association (“AAA”) or an individual arbitrator affiliated with a national arbitration organization, provided that the non-filing Party may reject the filing Party’s choice and propose an alternative arbitrator and/or organization. If the Parties cannot agree on an arbitrator, the AAA will select the arbitrator. The Arbitration will take place before a single arbitrator under the AAA Consumer Arbitration Rules. YOU may get a copy of the Rules by contacting AAA at 120 Broadway, New York, NY 10271, calling 1-800-778-7879, or visiting www.adr.org. The arbitrator may grant the same injunctive relief and/or award the same damages as a court. Filing fees to begin arbitration will be shared equally between YOU and US, but the total amount of arbitration fees you pay will not exceed state court costs. YOU are responsible for paying YOUR attorney fees and expenses, unless the arbitrator awards YOU such fees and expenses. The arbitration hearing will take place via telephone conference unless one of the Parties demands an in-person hearing. Unless YOU and WE agree, any in-person arbitration hearing will take place in the city nearest YOU where a U.S. District Court is located. Either Party may attend the hearing by phone. A Party may request details about the arbitrator’s ruling within fourteen (14) days of the ruling.

APPEAL. Arbitration will be the sole method of resolving appeals of a small claims court judgment. If the amount in controversy exceeds \$10,000, a Party may appeal the arbitrator’s finding. Such appeal will be to a three-arbitrator panel from the same arbitration group. The appeal will be de novo and resolved by majority vote. We will split appeal costs equally, regardless of the outcome.

OPT OUT. If you want to opt out of this Arbitration Provision, send US written notice to A.U.L. Corp. Attn: Compliance, 1250 Main Street, Suite 300, Napa, CA 94559, within thirty (30) calendar days of signing this contract. State your name, address, contract number, and date. State that you “opt out.” If you opt out, your opt out will only apply to this contract.

GOVERNING LAW. This Provision and any arbitration under this Provision are governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*

REPRESENTATIONS. YOU UNDERSTAND THAT YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, EXCEPT SMALL CLAIMS COURT, ON ANY CLAIM COVERED BY THIS PROVISION. YOU also agree that any arbitration proceeding will only consider YOUR and OUR claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering these claims. Please refer to the State Disclosures section of this contract for any added requirements in YOUR state.