VEHICLE SERVICE CONTRACT APPLICATION

Insured by: Heritage Indemnity Company
P.O. Box 140057 Denver, CO 80214-0057

SCHEDULE — MISSING INFORMATION WILL DELAY PROCESSING OF THIS APPLICATION

YOUR APPLICATION/CONTRACT NUMBER [redacted]

PURCHASER OR LESSEE (YOU AND YOUR) LAST NAME, FIRST NAME, MI [redacted]

YOUR TELEPHONE NUMBER [redacted]

ADDRESS [redacted]

CITY [redacted]

ST [redacted]

ZIP [redacted]

VEHICLE AND CONTRACT INFORMATION

VEHICLE YR	MAKE	MODEL	PURCHASE PRICE	VEHICLE IDENTIFICATION NUMBER (VIN)
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

EFFECTIVE DATE (DATE CONTRACT PURCHASED)	ODOMETER READING	TERM MONTHS*	OR *WHICHEVER COMES FIRST	TERM MILES*
[redacted]	[redacted]	[redacted]		[redacted]

ADMINISTRATOR	ROADSIDE SERVICE	DEALER NUMBER	CONTRACT PRICE
WARRANTY SOLUTIONS MANAGEMENT CORPORATION P.O. BOX 140057 DENVER, CO 80214-0057	866-434-4357	[redacted]	[redacted]

LIENHOLDER	ADDRESS	CITY	ST	ZIP

ISSUING DEALER NAME	ADDRESS	CITY	ST	ZIP
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

COVERAGE INFORMATION

Plan Selection (select one)

Coverage type must be checked.

☐ **NEW 5 STAR** ☐ **PREOWNED 5 STAR**

Coverage Options

Must be checked at time of purchase or no coverage will be afforded.

- ☐ **INTERIOR / EXTERIOR LIGHTING**
- ☐ **ECOMIND®**
- ☐ **OVERSIZED WHEELS AND TIRES/LIFTED VEHICLE**
- ☐ **SNOWPLOW**

Deductibles

The Standard Deductible is $100.
All Deductibles are "per repair visit."

Check if Vehicle Has

Please check all that apply.

- ☐ **DIESEL**
- ☐ **AWD/4WD**
- ☐ **SUPER/TURBO**
- ☐ **V10 ENGINE**

Contract Expiration

COVERAGE IS AVAILABLE UNTIL THE TERM IS MET BY EITHER MILES OR TIME (WHICHEVER OCCURS FIRST).

EXPIRATION DATE (MM/DD/YYYY) [redacted]

EXPIRATION MILEAGE (E.G., 100,000) [redacted]

PURCHASE OF THIS CONTRACT IS NOT REQUIRED TO LEASE, PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE.

THIS CONTRACT IS BETWEEN WS AFTERMARKET SERVICES CORPORATION (VEHICLE SERVICE CONTRACT PROVIDER LICENSE #0C17388), 7125 W. JEFFERSON AVE., SUITE 200, LAKEWOOD, CO 80235, 800-322-3933 (HEREIN REFERRED TO AS **WE**, **US**, AND **OUR**), AND **YOU** AND PROVIDES COVERAGE FOR THE TERM STATED. FOR CLAIMS CALL 800-322-3933.

I, THE UNDERSIGNED, HEREBY APPLY FOR A VEHICLE SERVICE CONTRACT (CONTRACT) COVERING THE VEHICLE DESCRIBED ABOVE. MY SIGNATURE MEANS THAT I HAVE REVIEWED AND UNDERSTAND THE TIME AND MILEAGE LIMITATIONS, COVERAGE, AND EXCLUSIONS, AND THAT THE REPAIR OF NON-COVERED COMPONENTS IS EXCLUDED FROM COVERAGE. I HAVE REVIEWED ALL THE COVERAGE AND OPTIONS AVAILABLE. ALL OF THE OPTIONS I WISH TO PURCHASE ARE CLEARLY MARKED ABOVE. I HAVE READ AND UNDERSTAND THE REQUIRED MAINTENANCE SECTION OF THE CONTRACT. I UNDERSTAND THAT THIS CONTRACT PROVIDES NO BODILY INJURY OR PROPERTY DAMAGE COVERAGE. I UNDERSTAND THAT PRE-EXISTING CONDITIONS ARE EXCLUDED FROM COVERAGE.
I HEREBY DECLARE THAT I HAVE RECEIVED THE CONTRACT AND THE ABOVE INFORMATION IS CORRECT.

Your Signature _____ **Dealer Representative** _____ **Date** [redacted] **Tracking Code** ☐☐☐☐-☐☐☐☐ [redacted]

SAMPLE

VEHICLE SERVICE CONTRACT APPLICATION

Insured by: Heritage Indemnity Company
P.O. Box 140057 Denver, CO 80214-0057

SCHEDULE — MISSING INFORMATION WILL DELAY PROCESSING OF THIS APPLICATION

YOUR APPLICATION/CONTRACT NUMBER [redacted]

PURCHASER OR LESSEE (YOU AND YOUR) LAST NAME, FIRST NAME, MI [redacted]

YOUR TELEPHONE NUMBER [redacted]

ADDRESS [redacted]

CITY [redacted]

ST [redacted]

ZIP [redacted]

VEHICLE AND CONTRACT INFORMATION

VEHICLE YR	MAKE	MODEL	PURCHASE PRICE	VEHICLE IDENTIFICATION NUMBER (VIN)
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

EFFECTIVE DATE (DATE CONTRACT PURCHASED)	ODOMETER READING	TERM MONTHS*	OR *WHICHEVER COMES FIRST	TERM MILES*
[redacted]	[redacted]	[redacted]		[redacted]

ADMINISTRATOR	ROADSIDE SERVICE	DEALER NUMBER	CONTRACT PRICE
WARRANTY SOLUTIONS MANAGEMENT CORPORATION P.O. BOX 140057 DENVER, CO 80214-0057	866-434-4357	[redacted]	[redacted]

LIENHOLDER	ADDRESS	CITY	ST	ZIP

ISSUING DEALER NAME	ADDRESS	CITY	ST	ZIP
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

COVERAGE INFORMATION

Plan Selection (select one)

Coverage type must be checked.

☐ **NEW 5 STAR** ☐ **PREOWNED 5 STAR**

Coverage Options

Must be checked at time of purchase or no coverage will be afforded.

- ☐ **INTERIOR / EXTERIOR LIGHTING**
- ☐ **ECOMIND®**
- ☐ **OVERSIZED WHEELS AND TIRES/LIFTED VEHICLE**
- ☐ **SNOWPLOW**

Deductibles

The Standard Deductible is $100.
All Deductibles are "per repair visit."

Check if Vehicle Has

Please check all that apply.

- ☐ **DIESEL**
- ☐ **AWD/4WD**
- ☐ **SUPER/TURBO**
- ☐ **V10 ENGINE**

Contract Expiration

COVERAGE IS AVAILABLE UNTIL THE TERM IS MET BY EITHER MILES OR TIME (WHICHEVER OCCURS FIRST).

EXPIRATION DATE (MM/DD/YYYY) [redacted]

EXPIRATION MILEAGE (E.G., 100,000) [redacted]

PURCHASE OF THIS CONTRACT IS NOT REQUIRED TO LEASE, PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE.

THIS CONTRACT IS BETWEEN WS AFTERMARKET SERVICES CORPORATION (VEHICLE SERVICE CONTRACT PROVIDER LICENSE #0C17388), 7125 W. JEFFERSON AVE., SUITE 200, LAKEWOOD, CO 80235, 800-322-3933 (HEREIN REFERRED TO AS **WE**, **US**, AND **OUR**), AND **YOU** AND PROVIDES COVERAGE FOR THE TERM STATED. FOR CLAIMS CALL 800-322-3933.

I, THE UNDERSIGNED, HEREBY APPLY FOR A VEHICLE SERVICE CONTRACT (CONTRACT) COVERING THE VEHICLE DESCRIBED ABOVE. MY SIGNATURE MEANS THAT I HAVE REVIEWED AND UNDERSTAND THE TIME AND MILEAGE LIMITATIONS, COVERAGE, AND EXCLUSIONS, AND THAT THE REPAIR OF NON-COVERED COMPONENTS IS EXCLUDED FROM COVERAGE. I HAVE REVIEWED ALL THE COVERAGE AND OPTIONS AVAILABLE. ALL OF THE OPTIONS I WISH TO PURCHASE ARE CLEARLY MARKED ABOVE. I HAVE READ AND UNDERSTAND THE REQUIRED MAINTENANCE SECTION OF THE CONTRACT. I UNDERSTAND THAT THIS CONTRACT PROVIDES NO BODILY INJURY OR PROPERTY DAMAGE COVERAGE. I UNDERSTAND THAT PRE-EXISTING CONDITIONS ARE EXCLUDED FROM COVERAGE.
I HEREBY DECLARE THAT I HAVE RECEIVED THE CONTRACT AND THE ABOVE INFORMATION IS CORRECT.

Your Signature _____ **Dealer Representative** _____ **Date** [redacted] **Tracking Code** ☐☐☐☐-☐☐☐☐ [redacted]

SAMPLE

UPON OUR ACCEPTANCE OF YOUR APPLICATION, THIS IS YOUR CONTRACT
PLEASE READ CAREFULLY

CONTRACT DEFINITIONS

ADMINISTRATOR: Warranty Solutions Management Corporation is the Administrator of this Contract. You may contact the Administrator at any time to have coverage questions answered or receive assistance in filing a claim under this Contract at 800-322-3933.
APPROVED VEHICLE: A vehicle titled within the United States, its Territories, or Possessions that meets the Administrator's underwriting requirements and guidelines at the time of sale for mileage, term, plan, options, condition, and vehicle type, and is listed in the Schedule.
CONTRACT TERRITORY and **TERM:** This Contract applies to a Mechanical Breakdown occurring only within the United States, its Territories or Possessions, and Canada and can only be purchased within the country in which You reside. It is effective upon issuance and expires in accordance with the elapsed time or mileage, whichever occurs first, shown in the Schedule attached to this Contract for the Term You purchased.
COVERED PARTS: This Contract provides Mechanical Breakdown coverage for the repair or replacement of all factory installed mechanical and electrical operating parts on the Approved Vehicle. Coverage includes fluids and labor only when required as part of a covered repair. See General Contract Exclusions.
EFFECTIVE DATE: The Date this Contract was purchased as listed in Contract Information section of the Schedule.
NEW PLAN: A Plan Selection for an Approved Vehicle that may be a new or preowned vehicle that, at the time of sale of the Contract, is no more than 5 model years old and has less than or equal to 60,000 miles.
PREOWNED PLAN: A Plan Selection for any Approved Vehicle.
EXPIRATION DATE: The Effective Date plus the Term You purchased as listed on the Schedule.
EXPIRATION MILEAGE: *For New Plans only:* The Contract expires when the vehicle's odometer reaches the mileage of the Term You purchased, e.g. Term Miles on the Schedule shows 100,000 miles, the Contract will then expire when the Approved Vehicle's odometer reads 100,000 miles. The Term Miles purchased as listed on the Schedule is NOT added to the mileage on the odometer at the time of sale. *For Preowned Plans only:* The mileage Term purchased as listed on the Schedule IS added to the mileage on the odometer at the time of purchase.
CONTRACT EXPIRATION: This Contract expires at the earlier of either the Expiration Date or the Expiration Mileage listed in the Schedule page, or when We have wholly fulfilled Our financial obligations under the terms of the Limit of Liability clause of the General Provisions section of this Contract, whichever occurs first.
MECHANICAL BREAKDOWN: The failure of a Covered Part to perform its intended function due to defects in materials or faulty workmanship in its manufacturing. This may include wear tolerances that are outside the manufacturer's specifications that prevent the part from operating as designed. (see General Contract Exclusions) Non-covered parts are not covered.
SCHEDULE: Upon acceptance by the Administrator, Your Vehicle Service Contract Application becomes Your Schedule. The Administrator reserves the right to reject this Vehicle Service Contract Application.
WE, US, and **OUR:** WS Aftermarket Services Corporation
YOU and **YOUR:** The Purchaser or Lessee shown on the Schedule or the person to whom this Contract was properly transferred.

HOW TO MAKE A CLAIM

1. If the Approved Vehicle is inoperable, and to prevent further damage, immediately stop the vehicle and call 866-434-4357 (see Roadside Service under Added Coverages). It is Your responsibility to use all reasonable means and precautions to protect the Approved Vehicle from further damage. Continued operation of the Approved Vehicle after any Mechanical Breakdown shall constitute failure to protect the Approved Vehicle. Any damage from failure to protect the Approved Vehicle shall not be recoverable;
2. **Prior to starting repairs, the repair facility must contact the Administrator at www.warrantysolutions.com (repair facilities only) or 800-322-3933 with diagnosis and estimate of repairs.** If a covered Mechanical Breakdown occurs when the Administrator's office is closed, You must have the repair facility contact the Administrator during the next business day. **Failure to contact the Administrator and report the claim on the next business day may result in nonpayment (see General Contract Exclusions);**
3. You must authorize the Issuing Dealer or any other state licensed repair facility to inspect and diagnose the Mechanical Breakdown, as necessary, to determine the cause of failure and the cost of parts and labor to repair. **IMPORTANT: You must call the Administrator prior to all transmission disassembly.** You are responsible for the cost of disassembly in the event the Mechanical Breakdown is NOT payable under this Contract (see General Contract Exclusions);
4. If requested, permit inspection of the Approved Vehicle by the Administrator **BEFORE** repairs are performed;
5. Upon request, provide proof of maintenance (see Required Maintenance);
6. You must pay the Deductible and any other non-covered expenses as applicable;
7. Payment for covered Mechanical Breakdowns will be made to either the repair facility or You in accordance with Contract provisions within thirty (30) days after receipt of the repair order. Repair orders must be received by the Administrator within ninety (90) days of completion of repairs and the repair order must be signed by You. Failure to sign repair order may cause delays in processing Your claim;

Claims mailed in without prior authorization from the Administrator will be denied.

PAYMENT OF MECHANICAL REPAIRS

We will pay for the reasonable cost or reimburse You for the reasonable cost to repair a covered Mechanical Breakdown (diagnostic and repair time are allowed only for Covered Repairs and as indicated in a current edition of a Chilton, Motor, Mitchell, or AllData labor guide), when repaired by a state licensed repair facility or, if necessary, We will arrange for the repair of such covered Mechanical Breakdown at Our expense. The payment of sales tax on covered repairs will be made in accordance with the regulations of the taxing authority in the state where Your Approved Vehicle has been repaired. Payment of covered Mechanical Breakdowns will only be released upon the receipt of a verifiable invoice signed by the Purchaser or Lessee shown on the Schedule or the person to whom this Contract was properly transferred, indicating that the authorized repairs were properly performed and completed. Failure to sign the repair order may cause delays in processing Your claim.

REQUIRED MAINTENANCE

In order to keep this Contract in force or transfer this Contract, You must maintain the Approved Vehicle in accordance with the manufacturer's published maintenance requirements from the date You purchased the Approved Vehicle. If You are using the Approved Vehicle for commercial use, towing, snow plowing, or off road use, You must follow the manufacturer's severe use maintenance requirements. Before any repair is authorized or transfer approved, We will require You to prove You have properly maintained the Approved Vehicle as required. You are responsible for retaining the receipts identifying the Approved Vehicle showing dates, mileage, services performed, year, make, model, and vehicle identification number (VIN), and providing them to the Administrator in the event of a claim or transfer. **The performance of normal maintenance services is not covered by this Contract.** You are responsible for making certain that all warning lights/gauges/indicators of any kind, including, but not limited to, oil and temperature, are functioning properly, and discontinue operation as soon as is reasonably possible when any warning/malfunction occurs, whether visual or audible, indicating inadequate protection or performance.

SAMPLE

DEDUCTIBLE

The Deductible for this Contract is $100. The Deductible is the portion of the repair costs You must pay for each covered repair visit. A Deductible does not apply to Car Rental, Trip Interruption, or Roadside Service.

COVERED PARTS

This Contract provides Mechanical Breakdown coverage for the repair or replacement of all factory installed mechanical and electrical operating parts on the Approved Vehicle unless specifically excluded in the General Contract Exclusion section. Coverage includes fluids and labor only when required as part of a covered repair.

COVERAGE OPTIONS

(NOTE: Available ONLY if selected at the time of Contract purchase and indicated on the Schedule.)

INTERIOR / EXTERIOR LIGHTING: (Available ONLY on New Vehicles. Must be purchased at the time of sale.) All factory-installed interior and exterior complete lighting assemblies including lenses for lighting; integral light / lens electrical harnesses or circuit boards; integral light / lens lamp adjustment motors; light / lens control modules and ballasts; all HID, LED, halogen bulbs and standard incandescent bulbs.

ECOMIND®: By selecting this option in the Coverage Options section of the Schedule at the time this Contract is purchased, You are adding the following parts coverage and removing the following excluded parts from General Contract Exclusions: spark plug wires; coil to spark plug boots and connectors; vapor and emission canisters; positive crankcase ventilation valve; distributor cap and rotor; gas cap; smog pumps, catalytic converter, muffler, exhaust pipes; and high-voltage vehicle drive batteries.

OVERSIZED WHEELS AND TIRES / LIFTED VEHICLE: This option must be selected at time of sale for Vehicles already equipped with oversized tires and wheels and/or body or suspension lift kits (parts used to lift a vehicle or its suspension). The maximum increase for a lifted vehicle cannot exceed eight (8) inches and the tire size cannot exceed thirty-five (35) inches. Vehicles only modified with oversized tires or oversized wheels cannot exceed four (4) inches larger than the manufacturer recommended size (example: Manufacture stock wheel size is 18". The maximum wheel size allowed would be 22"). Any vehicle modified outside these specifications will not be covered. (See General Contract Exclusions)

SNOWPLOW: Approved Vehicles. **NOTE:** Blade width may not exceed eight (8) feet. The plow itself and all of its assembly are excluded from coverage. **(see General Contract Exclusions)**

ADDED COVERAGES

The following coverages are included at no additional cost to You:

CAR RENTAL: If Your Approved Vehicle becomes inoperative due to a Mechanical Breakdown that is covered by this Contract or any repair being covered under a manufacturer's warranty, We will pay for Car Rental reimbursement up to $40 per day, not to exceed a total of $240 for any one (1) period. Car Rental will be based on the number of labor hours approved for the Mechanical Breakdown repair. Each eight (8) hours or portion thereof of approved labor counts as one (1) day Car Rental. In the event the Approved Vehicle needs to be inspected by Us, We will pay up to an additional two (2) days Car Rental. If parts must be ordered, We will pay up to an additional two (2) days Car Rental. Car Rental is not provided for delays because of shop scheduling or for work not covered by this Contract. Car Rental will be reimbursed only upon receipt of an invoice from a licensed car rental agency.

ROADSIDE SERVICE: If You require Emergency Roadside Service on the Approved Vehicle, please call 866-434-4357. Assistance is provided on Your Approved Vehicle for a Term shown on the Schedule, subject to the terms, conditions and exclusions of the Contract. You may use Emergency Roadside Service no more than five (5) times in a calendar year. This service includes: (1) Towing the Approved Vehicle to your Issuing Dealer or the nearest state licensed repair facility in the event your vehicle is inoperable or to prevent further damage. Towing is provided up to a maximum of 50 miles. Mileage charges over 50 miles and additional towing charges (winch outs, special equipment, etc.) are at Your expense. (2) Out of fuel/fluid assistance (Out of fuel/fluid assistance is not available if your vehicle is at your home or a gasoline station. All costs for the fuel/fluid will be at Your expense) (3) Flat tire assistance (4) Jump start assistance (5) Lock-out assistance (excludes costs for replacement of any missing, lost or damaged keys).

TRIP INTERRUPTION: You will receive reimbursement from Us for a maximum of three (3) days for receipted expenses for meals (in restaurants only), and lodging incurred by You while staying at a hotel/motel up to a maximum of one hundred fifty dollars ($150) per day. Trip Interruption coverage is provided if: (1) You cannot operate Your Approved Vehicle due to a covered Mechanical Breakdown and You are more than one hundred (100) miles from home; and, (2) meals and lodging are required because the covered Mechanical Breakdown causes a delay en route.

GENERAL CONTRACT EXCLUSIONS

THIS CONTRACT DOES NOT COVER OR APPLY TO ANY OF THE FOLLOWING CONDITIONS:

1. **Any claim submitted without the authorization of the Administrator prior to starting any repairs. (see How to Make a Claim)**
2. **Any Mechanical Breakdown or damage resulting from continued operation, such as not stopping Your vehicle immediately or having it towed, or caused by Your failure to take reasonable precautions to prevent further damage when an apparent problem exists. (see Required Maintenance)**
3. **The repair or replacement of any Covered Part if a Mechanical Breakdown has not occurred.**
4. **Any costs incurred for diagnostics or disassembly work if a Mechanical Breakdown is not covered by this Contract.**
5. **Any environmental surcharges, waste disposal fees, shop supplies, and other similar miscellaneous charges.**
6. **Any non-covered parts or services, including but not limited to, the performance of normal maintenance services as set forth in the owner's guide for the Approved Vehicle, scheduled replacement of parts and wear items, and parts and services such as: All rubber, plastic and metal lines (except steering and air conditioning metal lines), hoses and tubes; fittings and connectors for lines, hoses and tubes; spark plugs; tuneups; fan, engine, and serpentine belts; all filters; oil drain plug and oil filter housing caps and covers; glow plugs; engine block plugs (also called Welch or freeze plugs); adjustments to carburetors or fuel injection systems; brake rotors; brake drums; brake shoes; brake pads; brake springs and other brake mounting hardware; all batteries; external charging stations or systems; battery cables and connectors; fuses and circuit breakers; clutch slave and master cylinder; clutch disc, pressure plate, throw-out (release) bearing, and pilot bearing; body and frame mounts; wheel alignments; wheel balance; tires, wheels and rims; flushing or cleaning of any system; wiper blades and arms; clamps; attaching hardware; grommets; glass; mirror glass; body parts; paint/trim; soft trim; moldings; bright metal and chrome; door and window weather stripping; upholstery; fabric; convertible top frames and upholstery; electronic device software; digital video and compact audio discs; freight and core charges; any part that was not originally installed by the manufacturer; oil, coolant, additives, and refrigerants or other fluids, except in conjunction with the repair of a Covered Part (this is limited to necessary amounts required to refill the system one (1) time for the repair of the Covered Part); nuts, bolts, and fasteners except when required to complete a covered repair on a Covered Part.**
   If the EcoMind® option on the Schedule was NOT selected, the following additional parts are excluded from coverage: spark plug wires; coil to spark plug boots and connectors; vapor and emission canisters; positive crankcase ventilation valve; distributor cap and rotor; gas cap; smog pumps, catalytic converter, muffler, exhaust pipes; and high-voltage vehicle drive batteries.
   If the Interior / Exterior Lighting option was NOT selected, the following additional parts are excluded from coverage: all factory-installed interior and exterior complete lighting assemblies including lenses and housing for lighting; integral light / lens electrical harnesses or circuit boards; integral light / lens lamp adjustment motors; light / lens control modules and ballasts; all

SAMPLE

HID, LED, halogen bulbs and standard incandescent bulbs.

7. **Any part that a repair facility or manufacturer recommends or requires to be repaired, replaced, or is an update (including updated software or programming), and is not a Mechanical Breakdown. This includes modifications, replacement or alteration of existing parts or systems necessitated by the replacement of an obsolete, superseded, or unavailable part, and improper maintenance or repair.**
8. **Any Mechanical Breakdown or damage resulting from misuse; abuse; negligence; collision or upset; fire or smoke; theft or attempted theft; vandalism; riot or civil commotion; explosion; lightning; earthquake; freezing; rust or corrosion; windstorm; hail; water or flood; acts of God; salt; environmental and road hazard damage; chemical; nuclear incident; or acts of war.**
9. **Any Mechanical Breakdown caused by a lack of required maintenance as set forth under Required Maintenance; contaminants or contaminated fluids, fuel, coolants, oils, and lubricants; foreign objects; improper amounts or types of lubricants, fuels, or coolants; sludge and/or varnish.**
10. **Any loss or expense that is a direct result of a mechanical or structural defect for which a manufacturer has announced a recall or other announcement for the purpose of correcting a defect, or the repair of any part covered by the Federal Emission Warranty.**
11. **Any vehicle that currently has or at any time has had an altered, or inoperative odometer that has been left unrepaired, whether such repair is covered by this Contract or not.**
12. **Any vehicle modified or altered with, but not limited to, high performance and/or off-road equipment, and/or battery/electrical system that is not original factory equipment, done before or after the Effective Date of this Contract. Any vehicle used for any type of competitive driving or racing.**
    If the Oversized Wheels and Tires / Lifted Vehicle Option was NOT selected, the following additional exclusions apply: Any vehicle that is used or equipped with any of the following: Any tire or wheel sizes and/or offsets not recommended by the manufacturer. Any vehicle equipped with a lift kit or has any parts that are used to lift a vehicle or its suspension.
13. **Mechanical Breakdown or failure as a result of spinning of tires or over revving.**
14. **Any vehicle used for pulling a trailer, unless the vehicle was properly equipped beforehand for this purpose as recommended by the manufacturer.**
15. **Any vehicle that is reconstructed from salvage; declared a total loss; is a manufacturer or Dealer buyback; declared a lemon; the vehicle identification number has been changed or altered; or if the original manufacturer's warranty has been voided for any reason.**
16. **Any loss or expense if Your Approved Vehicle is used for the following: taxi or livery; hire to the public or used to transport people for hire; municipal, volunteer or professional emergency or police services; towing a trailer whose weight exceeds the manufacturer's recommendations for that vehicle.**
17. **Any vehicle that has the following characteristics: step-van; high-cube van; box body; cab and chassis or other incomplete vehicle; right hand steering; any vehicle that has business related equipment permanently mounted to the chassis or bed of the vehicle; or that have special bodies designed for construction, hauling or delivery.**
18. **Vehicles used for snowplowing are not covered unless checked on the Schedule by the Issuing Dealer at the time the Contract was purchased.**
19. **Any cost incurred for the repair or replacement of the snowplow and its components, in addition to any other non-factory installed parts.**
20. **Any vehicle not originally manufactured to be sold in the U.S. meeting U.S. specifications, commonly known as a gray market vehicle.**
21. **Consequential damages to non-covered parts are excluded from coverage. Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Approved Vehicle, loss of time, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your Approved Vehicle is expressly excluded.**
22. **Any repair where the only malfunction is low compression or excessive use of oil, unless parts exceed wear tolerances allowed by the manufacturer. Repair to piston rings and/or valves are not covered if the only malfunction is due to carbon buildup.**
23. **Any pre-existing condition (A condition that already existed on the Approved Vehicle when You purchased Your Contract).**
24. **Any Mechanical Breakdown covered by any limited warranty, manufacturer's warranty, manufacturer's and/or dealer customer assistance program, repairer's guarantee, road club, or any other guarantee, warranty, or insurance policy, whether collectible or not. It is Your responsibility for making sure that all remaining manufacturer's original warranties are transferred to You.**

GENERAL PROVISIONS

THIS CONTRACT IS NOT RENEWABLE OR UPGRADABLE

REPAIRER'S GUARANTEE OR OTHER SERVICE CONTRACT: Any repair facility repairing Your Approved Vehicle for a Mechanical Breakdown covered by this Contract is fully responsible for that repair for the term of the warranty indicated on the repair order (minimum ninety (90) days). This Contract has no liability for similar repairs to the same part(s) during the warranty period. If more than one mechanical breakdown contract or insurance policy can be applied to a Mechanical Breakdown covered by this Contract, then this Contract shall be excess over all other contracts or policies, regardless of collectability.

LIMIT OF LIABILITY: This Contract is limited to repair or replacement of the failed Covered Part only to restore the failed part to the same or like condition prior to a Mechanical Breakdown. The total amount of Our liability is the total of all claims and benefits paid or payable under and during the Term of this Contract and shall in no event exceed the Approved Vehicle's actual cash value as determined at the time of any repair as currently listed on the NADA website (www.nada.com).

LIENHOLDER ENDORSEMENT: If You financed the Approved Vehicle, and so long as the Lienholder is the Legal Owner or the Lessor, then the protection and termination provisions provided to You by this Contract shall accrue to the Lienholder in the event of repossession, total loss, or possession by other means.

REPLACEMENT: Replacement shall be made with parts of like kind and equivalent quality, which may include remanufactured, used, refurbished, reconditioned, or non-original manufacturer's parts.

TERMINATION REFUND AND RETAINED CHARGES: You may terminate this Contract by contacting the Issuing Dealer listed in the Schedule attached to this Contract, or by written notice to the Administrator requesting termination while this Contract is in force. The information required to process a cancellation includes: Contract Number, date of cancellation, odometer reading at cancellation, and contract holder's signature. The Administrator may terminate this Contract for nonpayment of the Contract Price or for any material misrepresentation. If the Administrator cancels this Contract, written notice shall be mailed to You. The notice shall state the specific grounds for cancellation or in the case of misrepresentation, the specific nature of the misrepresentation. If the Administrator terminates this Contract for nonpayment of the Contract price, any refund owed pursuant to Section 1794.41 of the Civil Code will be paid within 30 days of the date of termination and this Contract ceases to be valid no less than five days after the postmark date of the written notice. If the Administrator terminates this Contract for material misrepresentation, a pro rata refund of the Contract Price as calculated per Item 3 below will be paid within 30 days of the date of termination. If the Administrator terminates this Contract, We remain liable for any claim reported to the Administrator, if the claim is reported prior to the effective date of termination and is covered by this Contract. You are deemed to have reported a claim if You reported the claim to the repair facility or Us prior to the effective date of termination. In the event this Contract is terminated, all refunds will be paid within thirty (30) days of the date of termination and the amount We retain will be determined as follows: (1) If this Contract is terminated within sixty (60) days of the Contract receipt date, the total amount paid by

SAMPLE

You for this Contract will be refunded, provided no repair work has been performed or commenced. (2) After the first sixty (60) days, We will retain an amount calculated pro rata based on the months or mileage elapsed since the Contract receipt date, whichever is greater, plus a processing charge of 10% of the Contract price or $25, whichever is less. The Issuing Dealer will refund the balance to You. If the amount paid for this Contract was financed, the Issuing Dealer may make the refund to the Lienholder unless it has been notified the debt has been paid off. (3) Within the first sixty (60) days, if repair work has been performed or commenced and this Contract is terminated, or if this Contract is terminated by the Administrator for nonpayment of the Contract Price or material misrepresentation at any time, We will retain an amount calculated pro rata based on the months or mileage elapsed since the Contract receipt date, whichever is greater.

TRANSFER: This Contract may be transferred to another individual, who is a resident of the United States, to whom You sell or otherwise transfer the Approved Vehicle while the Contract is still in force. This Contract cannot be transferred if the title of the Approved Vehicle passes through any entity other than the subsequent purchaser, or if the Approved Vehicle is sold or traded to a dealership, leasing agency, or any other entity or individual in the business of selling, consigning, or leasing automobiles. This Contract may be transferred once, and the transfer must be initiated by the original Purchaser. In order to transfer this Contract, We must receive from You, within thirty (30) days of the date of sale of the Approved Vehicle, all of the following: (1) A letter identifying the Approved Vehicle showing year, make, model, vehicle identification number, current mileage, and Contract Number. The letter must also state that the Purchaser of the Approved Vehicle has received and read the original Contract and understands and accepts its conditions, and it must be signed by both You and the Purchaser of the Approved Vehicle; (2) A copy of the bill of sale; (3) Verifiable service records evidencing You have complied with the manufacturer's recommended maintenance schedule; and, (4) A transfer fee of $75.

No transfer will be approved if the transfer request is received beyond thirty (30) days of the date of the sale of the Approved Vehicle. If the transfer request is not approved, upon Your written request, Your Contract will be terminated per the Termination Refund and Retained Charges section above as of the date You sold the Approved Vehicle. Any transfer fee and unearned portion of the Contract Price You paid will be refunded to You.

OUR RIGHT TO RECOVER FROM OTHERS: If We pay anything under this Contract and You have a right to recover from another party, Your rights will become Our rights, up to the amount We paid. You must do whatever is reasonably necessary to enable Us to enforce these rights of recovery.

CONTRACT INSURED BY: You are reminded that this Contract is not an insurance policy. Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with Heritage Indemnity Company, California Certificate of Authority Number 08549/2008. You are entitled to make a direct claim against Heritage Indemnity Company, P.O. Box 140057, Denver, Colorado 80214-0057, if any promise made in the Contract has been denied or has not been honored within sixty (60) days after the repair order has been filed with Us. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 800-927-4357 or access the department's Internet Website (www.insurance.ca.gov).

CHANGES: This Contract contains ALL of the agreements between You and Us. Any alterations to this Contract will make it VOID and no claims will be paid. In that case, see Termination Refund and Retained Charges above.

TERMS OF CONTRACT CONFORMED TO STATUTE: Any terms of this Contract that are found to be in conflict with the statutes of the state in which this Contract was signed or the state in which You reside are hereby amended to conform to the minimum standards of those statutes.

FINANCE COMPANY DISCLOSURE

Toyota and/or Lexus Financial Services: Under the ADDED COVERAGES section, the CAR RENTAL section is deleted and replaced with the following: CAR RENTAL: If Your Approved Vehicle becomes inoperative due to a Mechanical Breakdown that is covered by this Contract or a Mechanical Breakdown being covered under a manufacturer's warranty, We will pay for Car Rental reimbursement up to $40 per day that the Approved Vehicle is in the shop for repairs, not to exceed a total of $240 for any one (1) period. In the event the Approved Vehicle needs to be inspected by Us, We will pay up to an additional two (2) days Car Rental. If parts must be ordered, We will pay up to an additional two (2) days Car Rental. Car Rental is not provided for delays because of shop scheduling or for work not covered by this Contract. Car Rental will be reimbursed only upon receipt of an invoice from a licensed car rental agency.

SAMPLE