

Service Contract Number:

Service Contract Purchase Date:



APPLICATION / VEHICLE SERVICE CONTRACT

MAIN OFFICE (866) 660-7003 • ROADSIDE ASSISTANCE (877) 626-0880

Owner Information:

LAST NAME FIRST NAME PHONE EMAIL

ADDRESS CITY STATE ZIP CODE

Co-Owner Information:

NAME PHONE EMAIL

ADDRESS CITY STATE ZIP CODE

Selling Dealership Information:

DEALER ID# DEALERSHIP NAME PHONE

ADDRESS CITY STATE ZIP CODE

Vehicle Information:

VIN# YEAR MAKE MODEL

PRESENT MILEAGE VEHICLE PURCHASE PRICE IN-SERVICE DATE

VEHICLE SURCHARGES

4WD TURBO/SUPERCHARGE LIFTED VEHICLE COMMERCIAL DIESEL

ECC TECHNOLOGY 6 OIL CHANGES 8 OIL CHANGES 10 OIL CHANGES

Coverage Information:

SILVER GOLD PLATINUM TERM MONTHS TERM MILES

SERVICE CONTRACT PRICE LIEN HOLDER (IF APPLICABLE)

EXPIRATION DATE EXPIRATION MILEAGE*

*See "EXPIRATION MILEAGE" under SECTION 1. KEY TERMS AND PROVISIONS for a complete description of EXPIRATION MILEAGE.

You have read, understand, and agree to the terms and conditions within the body of this Vehicle Service Contract.

OWNER SIGNATURE: _____

DATE: _____

The purchase of this Vehicle Service Contract is not required to obtain financing or to purchase or lease this vehicle. This Vehicle Service Contract is not an insurance policy, a warranty, or a guarantee. This Vehicle Service Contract is between You and the Administrator/Obligor. The Service Contract Purchase Price may be financed with the purchase of this Vehicle or with other approved payment options allowed by Us. You understand that it is required to obtain authorization prior to beginning any repairs covered by this Service Contract. This Service Contract does not cover the benefits provided under Dealer Warranties required by state law. If the manufacturer's warranty has been declared void, this Service Contract does not cover the Vehicle until the end of what would have been the manufacturer's warranty. This Service Contract represents the entire contract between You and Us. No person has the authority to change this Service Contract or to waive any of its provisions. No other written or oral statements apply to this Service Contract. The attached Terms and Conditions and incorporated herein by reference.

VEHICLE SERVICE CONTRACT – TERMS AND CONDITIONS – SEE STATE DISCLOSURES

DEFINITIONS:

- **Administrator/Obligor (We, Us, Our)** – Ascent Administration Services, LLC, 360 South Smith Road, Tempe, Arizona 85281, Telephone: 866-660-7003;
 - In California, the **Administrator/Obligor** is Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133, 800-331-3780, License No.: 0C79822
 - In Florida, the **Administrator** is Minnehoma Automobile Association, Inc., P.O. Box 35008, Tulsa, OK 74153-0008, 800-644-9680, License #60033
 - In Florida, the **Obligor** is Old Republic Insurance Company, P. O. Box 35008, Tulsa, OK 74153-0008, 800-644-9680
 - In New York, the **Administrator/Obligor** is ORIAS Warranty Services, 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133, 800-331-3780
- **Application Page** – The 1st page of these Terms and Conditions executed by **You** which identifies the parties and property covered by the **Vehicle Service Contract**.
- **Breakdown** – The failure of a **Covered Component** under normal service due to defects in material or workmanship. A **Covered Component** has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any noncovered parts.
- **Covered Component** – The eligible parts listed in the Schedule of Coverage section. The listed parts must be factory installed equipment on **Your Vehicle** or replacement parts meeting the manufacturer's specifications. **Replacement parts may be new, remanufactured, or replacement parts of like kind and quality, as determined by the Administrator/Obligor.**
- **Dealer** – The dealership from whom **You** purchased this **Vehicle Service Contract** as shown on the **Application Page**.
- **Deductible** – **Your Deductible** is \$0 per claim visit if **You** return the **Vehicle** to the selling **Dealer** for repair. If **You** do not return to the **Vehicle's** selling **Dealer** for repair, **Your Deductible** is \$100 per claim visit.
- **Commercial Use** – A commercial vehicle registered to a business and/or for business purposes. Vehicles that are in excess of manufacturer's G.V.W. or exceed manufacturer's recommended use are not eligible. Taxi cabs, tow trucks, snowplows, emergency vehicles, livery and police vehicles are ineligible.
- **Labor Rate** - **Your Repair Facility's** posted retail labor rate, not to exceed \$150.00 per hour.
- **Pre-Existing Condition** – A condition and/or failure that within all reasonable mechanical probability and mechanical fitness existed prior to the **Service Contract Purchase Date**.
- **Repair Facility** – A licensed **Repair Facility** (licensed as a retail merchant to perform mechanical repairs) authorized by the **Administrator/Obligor** to perform repair services under this **Vehicle Service Contract**.
- **Schedule of Coverage** – **Your** specific level of coverage as shown on the **Application Page** under Coverage.
- **Service Contract Purchase Date** - the date listed on the **Application Page**.
- **Term** – This **Vehicle Service Contract** will last for the time period or mileage indicated, whichever occurs first, so long as **You** own the **Vehicle**, or **You** have properly transferred the **Vehicle**.
- **Vehicle** – The **Vehicle** covered by the terms and conditions of this **Vehicle Service Contract** as listed on the **Application Page**.
- **Vehicle Service Contract (Service Contract)** – This **Vehicle Service Contract** purchased for the **Vehicle** described on the **Application Page**.
- **You, Your, Owner** - the Owner as shown on the **Application Page** or any valid transferee.

SCHEDULE OF COVERAGE:

- SILVER COVERAGE:** Under this **Service Contract** when selecting the SILVER COVERAGE only includes the **Covered Components** listed in this Section:
 - ENGINE:** Cylinder block and all internal parts; cylinder head assemblies; timing case/cover, timing chain, timing belt, tensioners, gears, sprockets, and guides; serpentine belt tensioner; vibration damper; oil pump; intake manifold; flywheel with starter ring gear; core plugs; valve covers; oil pan; factory-installed turbocharger/ supercharger including internal parts and wastegate actuator; oxygen sensor; mass airflow sensor; EGR valve; crank sensor; cam sensor; seals and gaskets for listed **Covered Components** only.
 - ENGINE COOLING SYSTEM:** Water pump and housing; fan clutch; thermostat; radiator; heater core and recovery tank.
 - AUTOMATIC TRANSMISSION:** Transmission case and all internal parts; bell housing; transmission pan; torque converter; drive/flex plate; transmission range switch; speed sensors; pressure sensors; PRNDL position switch; transmission control module; valve body; mechatronics unit; conductor plate; servo assemblies; transmission cooler; seals and gaskets for listed components only; and reprogramming/re-flash up to \$150.00 per authorized claim. Transmission case bell housing only if damaged by a **Covered Component** internal to the transmission/ transfer case housing.
 - MANUAL TRANSMISSION:** Main shaft; counter shaft; all gears; chain; input shaft; hub assemblies; synchronizers; shift rails; shift fork; and internal transmission bearings. Lubricated parts contained within the transmission case housing. Transmission case only if damaged by a **Covered Component** internal to the transmission/transfer case housing. **NOTE: Manual transmission clutch parts are not covered at any time.**
 - FRONT WHEEL DRIVE:** Transaxle case and all internal parts; axle shaft assemblies; constant velocity joints and boots; differential cover; transaxle speed sensors; transaxle solenoid assembly; transaxle electronic controller; wheel bearings/hub assemblies; seals and gaskets for listed components only. Transaxle case only if damaged by a **Covered Component** internal to the transaxle case housing.
 - ALL WHEEL DRIVE:** Power transfer unit and all internal parts; viscous coupler; axle housing and all internal parts; constant velocity joints and boots; drive shaft and axle shaft assemblies; differential carrier assembly and all internal parts; output ball bearing; output flange; end cover;

overrunning clutch; vacuum motor; torque tube; pinion spacer and shim; wheel bearings/hub assemblies; seals and gaskets for listed components only. Power transfer unit case only if damaged by a **Covered Component** internal to the power transfer unit housing.

- g. REAR WHEEL DRIVE:** Rear axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies; drive shaft center bearings; universal joints and yokes; wheel bearings/hub assemblies; seals and gaskets for listed components only. Rear axle housing only if damaged by a **Covered Component** internal to the rear axle housing.
- h. FOUR-WHEEL DRIVE (4x4):** Transfer case and all internal parts; transfer case control module and shift mode motor assembly; axle housing and all internal parts; axle shafts; axle shaft bearings; drive shafts assemblies (front and rear); drive shaft center bearings; universal joints; 4x4 hubs; yokes; wheel bearings/hub assemblies; disconnect housing assembly; seals and gaskets for the listed components only. Transfer case housing only if damaged by a **Covered Component** internal to the transfer case housing.
- i. FLUIDS:** Fluids are covered only when required in conjunction with a **Covered Component**.
- j. SEALS & GASKETS:** If **Your Vehicle** has less than 125,000 miles at the time of the claim, seals and gaskets are covered for leakage failures as they relate to any listed **Covered Component**. Leakage is defined as an actively dripping seal/gasket. **Seepage is not covered and cannot be claimed under this Service Contract.** Seepage is defined as a wet seal/gasket. If **Your Vehicle** has over 125,000 miles at the time of claim, seals and gaskets are covered only when required in conjunction with a **Covered Component**. Additionally, cylinder head gaskets are covered only for combustion and coolant leaks. Intake manifold gaskets are covered only for coolant leaks.
- k. LABOR & DIAGNOSTICS:** The authorized time for a covered repair will be based on the Mitchell's ProDemand labor guide. The hourly labor rate assistance will be the **Repair Facility's** rate up to \$150.00 per hour. Should **Your Repair Facility's** rate exceed this amount, **You** are responsible for the difference. If applicable, **You** must authorize needed diagnosis/disassembly to determine cause of failure and extent of damage. If it is determined the cause of failure is not covered by **Your Service Contract**, **You** will be responsible for any and all diagnosis/disassembly charges.
- l. RENTAL BENEFITS:** **You** will be reimbursed \$35.00 for each six hours of Mitchell's ProDemand labor guide time to repair or replace the **Covered Component** with a maximum benefit of \$250.00 per claim visit if proof of rental is provided with an authorized claim. Any time not related to the actual repair and replacement of the **Covered Component** is not included in this benefit.
- m. 24-HOUR ROADSIDE ASSISTANCE & TOWING:** Administrator, Chicago, has contracted with Quest Towing Services, LLC ("Quest Towing Services" or "QTS") who covers **You** for up to three (3) emergency road or towing service events per year. If additional emergency road or towing services are requested, Quest Towing Services will dispatch service; however, **You will be fully responsible for all charges incurred, and You will be required to pay the service provider directly at the time of service.** **You** must be present at time of service. Service provided in the United States and Canada. To make a Roadside Assistance claim, please call 877-626-0880. All towing and roadside services are provided by Quest Towing Services, LLC, 106 West Tolles Drive, Johns, WI 43079. In Nevada, Quest's business address is 3773 Howard Hughes Pkwy, Ste 500s, Las Vegas, NV 89169. For Alabama, Maryland and Utah customers, services are provided by Quest Towing, Inc. In Wyoming, Quest's business address is 1621 Central Ave., Cheyenne, WY 82001. In Maryland, Quest's business address is 1519 York Rd., Lutherville, MD 21093. In Oklahoma, Quest's business address is 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102. For California customers, services are administered by Quest Motor Club of California, 755 West A Street, Suite 150, San Diego, CA 92101. Services can vary to comply with individual state laws and some restrictions may apply.

 - i. **Emergency Fluid Delivery:** QTS will come to the **Vehicle's** location to deliver normal types of emergency fluids needed to get the **Vehicle** to the nearest service facility, i.e., fuel, oil, water, etc. The cost of fuel, oil, etc., will be **Your** responsibility.
 - ii. **Flat Tire Assistance:** QTS will come to the **Vehicle's** location and replace flat tire with **Your** inflated spare. Repair or replacement cost of tire is **Your** responsibility. The benefit's limit is up to \$50.00 per occurrence.
 - iii. **Dead Battery Jump-Starts:** QTS will come to the **Vehicle's** location to jump-start a dead battery. This service will not be provided to hybrid vehicles. The benefit's limit is up to \$50.00 per occurrence.
 - iv. **Lockout Service:** QTS will come to the **Vehicle's** location to unlock the doors of the **Vehicle** or provide assistance if the key is lost or broken. Any key(s) replacement cost will be **Your** responsibility. The benefit's limit is up to \$50.00 per occurrence.
 - v. **Towing:** QTS will administer the Terms & Conditions of this **Service Contract** to be provided and updated by both parties and provide services up to the benefits limits. Towing under Roadside Assistance does not include Primary or Secondary tow services for **Vehicles** involved in collisions. For towing to the nearest qualified **Repair Facility**, the benefit's limit is up to \$100.00 per occurrence.
 - vi. **Information Hotline:** All non-emergency calls received by QTS will be answered and referred to Administrator.
 - vii. **Roadside Exclusions:** **The following items are not included as part of the Roadside Assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. Non-emergency mounting or removing of snow tires or chains. Shoveling snow from around the Vehicle, tire repair, extrication or winching, motorcycles, trucks over one-and-a-half-ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes or fines. Damage or disablement due to collision, fire, flood or vandalism. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service provider or garage; vehicle storage charges; a second tow for the same disablement. Service on a Vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the Vehicle if towed or serviced. Towing or service on roads not regulatory maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic**

obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a Vehicle in need of routine maintenance or repair. Services received independently from QTS, without prior authorization from QTS. Only one (1) disablement for the same service type during any seven (7) day period will be accepted. THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

- n. **TRIP INTERRUPTION:** In the event of a **Breakdown** of a **Covered Component**, the **Administrator/Obligor** will REIMBURSE **You** a maximum of \$150 per day, not to exceed a total of \$450.00 for three days, for expense incurred by **You** for meals and/or lodging, provided: **You** cannot operate **Your Vehicle** due to a **Breakdown** covered by this **Vehicle Service Contract**; **You** are more than 100 miles away from **Your** home; and expenses are incurred between the time of breakdown and the time repairs are completed. (The date of breakdown shall be considered the first day.) **We** will reimburse one day's trip interruption expense for each six hours of Mitchell's ProDemand labor guide time to repair or replace the **Covered Component**. A detailed receipt must be submitted to the **Administrator/Obligor** before reimbursement will be made.
- II. **GOLD COVERAGE:** Includes all coverages listed in SILVER COVERAGE plus the following components listed in this Section:
- a. **SUSPENSION:** Upper and lower control arms and bushings; ball joints; leaf, air and coil springs only if broken.
 - b. **STEERING COMPONENTS:** Power steering pump/motor; gearbox; rack and pinion; and high-pressure lines. Steering box, rack and pump housing only if damaged by a lubricated part internal to that **Covered Component**.
 - c. **BRAKE COMPONENTS:** Power brake booster; master cylinder; wheel cylinders; calipers; ABS hydraulic components; proportioning valve; ABS wheel speed sensors; and ABS control module.
 - d. **ELECTRICAL COMPONENTS:** Starter motor and solenoid; alternator, voltage regulator, and mounting bracket; front and rear window wiper motor; electric cooling fan motor; distributor; ignition coils; power window motor/regulators/ switches; power seat motors; power seat track assembly; power door lock actuators/switches; power trunk or tailgate actuator and motor; power sunroof motor; convertible top lift motor/pump; power mirror motors; all manually operated switches; ignition control module; and cruise control assembly.
 - e. **AIR CONDITIONING & REFRIGERANT:** Compressor; clutch pulley; mounting bracket; condenser; accumulator/receiver drier; and evaporator. Refrigerant is only covered with a covered repair.
 - f. **FUEL:** Fuel pump; fuel injectors; fuel injection control module; lift pump; transfer pump; MAP/air charge temperature sensor; intake manifold pressure sensor; and throttle position sensor.
- III. **PLATINUM COVERAGE:** Includes coverages listed in SILVER COVERAGE and GOLD COVERAGE, plus ALL OF YOUR VEHICLE'S ORIGINAL FACTORY-EQUIPPED MECHANICAL AND ELECTRICAL PARTS, EXCEPT those excluded by the TERMS AND CONDITIONS and the following **PLATINUM COVERAGE EXCLUSIONS (i.e., the following Substitutions are NOT COVERED):**
- a. **UNDER THE HOOD:** Seals and Gaskets if Your Vehicle's over 125,000 miles at time of claim, other than those covered when required in conjunction with the replacement of a covered component; Manual Transmission Clutch Assembly; Friction Clutch Disc and Pressure Plate; Throw Out Bearing; Slave Cylinder; Manual and Hydraulic Linkages; Exhaust Manifold and Batteries.
 - b. **UNDER THE VEHICLE:** Brake Rotors and Drums; Catalytic Converter; Exhaust Pipe; Mufflers; Tail Pipes; Resonators; Frame and Structural Body Parts; Tires, Valve Stems and Wheels/Rims.
 - c. **VEHICLE EXTERIOR:** Glass/Windows/Mirrors; Windshields (including any embedded electrical elements); T-Top; Targa Top; Convertible Top; Lighting System Components (including Lenses, Sealed Beams, LED, Xenon, Laser Lighting Systems, and related control systems); Exterior Air/Water Leaks and Seals; Weather Strips; Body Panels; Trims; Moldings; Paint; Bumpers; Body Sheet Metal and Panels.
 - d. **VEHICLE INTERIOR:** Safety Restraint Systems (including Air Bags, Sensors, Actuators, Seatbelts and Tensioners); Mirrors; Upholstery; Headliner; and Carpet.
 - e. **OTHER/MAINTENANCE:** Head Unit including display, LCD screen, DVD/Blu-ray Player, GPS/Navigation, Radio/CD Player, Rearview Back-up Camera, and Bluetooth Connectivity and/or other Phone Communication Systems; Alarm System; Early Collision Detection System; Self-Park Assist System; Tire Pressure Monitoring System; Adaptive Cruise Control; Instrument Cluster; Speedometer; Odometer; Fuel Gauge; Tachometer; Volt and Amp Gauge; Temperature Gauge; Keyless Entry Transmitter and Receiver; Remote Controls; Headphones; Light Bulbs; Fuses; any type of Internal Software Updates or other failures; Maintenance services and parts described in Your Vehicle's Owner Manual as supplied by the manufacturer and other normal maintenance service and parts which include, but are not limited to: Alignments; Wheel Balancing; Tune-Ups; Spark Plugs; Spark Plug Wires; Coil to Spark Plug Boots and Connectors; Glow Plugs; Vapor and Emission Canisters; Positive Crankcase Ventilation Valve; Distributor Cap and Rotor; PCV Valve; Gas Cap; Smog Pumps; High-Voltage Vehicle Drive Batteries; Hoses (except steering and air conditioning); Brake Pads; Brake Lining/Shoes; Retainers and Wiper Blades. Filters, Lubricants, Coolants, Fluids and Refrigerants will be covered only if replacement is required in conjunction with an authorized repair.
- IV. **OPTIONAL COVERAGES & BENEFITS:** Additional charges apply. The following OPTIONAL COVERAGES & BENEFITS are included only if previously selected under Vehicle Surcharges on the **Application Page**:
- a. **EXTRA ELIGIBILITY COVERAGE (VEHICLE SURCHARGES):** If **You** have purchased one of the EXTRA ELIGIBILITY options (4WD, AWD, Diesel, Turbo/Super Charge, Commercial, Lift Kit up to 6"), then **We** will provide coverage for an otherwise ineligible vehicle.
 - b. **TECHNOLOGY COVERAGE:** Coverage includes Factory Installed Head Unit including display, LCD screen, DVD/Blu-ray Player, GPS/Navigation (excluding software), Factory Installed Radio/CD Player, Factory Installed Rearview Back-up Camera, and Factory Installed Bluetooth Connectivity and/or other Phone Communication Systems; Factory Installed Alarm System; Factory Installed Keyless Entry Transmitter and Receiver; Early Collision Detection System; Self-Park Assist System; Tire Pressure Monitoring System; Adaptive Cruise Control; Instrument Cluster; Speedometer; Odometer; Fuel Gauge; Tachometer; Volt and Amp Gauge; Temperature Gauge.
 - c. **ECO COVERAGE:** Coverage includes Spark Plug Wires, Coil to Spark Plug Boots and Connectors; Vapor and Emission Cannisters; Positive

Crankcase Ventilation Valve; Distributor Cap and Rotor, PCV Valve; Gas Cap; Smog Pumps, Catalytic Converter, Muffler, Exhaust Pipes; and High-Voltage Vehicle Drive Batteries.

- d. **OIL CHANGE BENEFIT:** If **You** have selected the Oil Change Surcharge on the **Application** **You** will receive \$50 for each oil change for the 6, 8, or 10 oil change option. This payment can and will be issued to any oil change facility upon verification.

V. COMPONENTS AND EXPENSES NOT COVERED (Applies to all SCHEDULE OF COVERAGE levels):

- a. Unless **You** have chosen **PLATINUM COVERAGE**, components not listed on **Your SCHEDULE OF COVERAGE**, regardless of failure.
- b. Component failures occurring before **We** receive and approve the **Application** are not covered.
- c. Any repair done without prior authorization from **Us**.
- d. **We** do not provide any coverage for vehicles modified or altered **AT ANY TIME** beyond original manufacturer's specifications with or without **Your** knowledge, including but not limited to the following modifications: wheels/tires (not to manufacturer's specifications unless **You** have purchased the optional **EXTRA ELIGIBILITY COVERAGE, VEHICLE SURCHARGE**); lift kits (unless **You** have purchased the optional **EXTRA ELIGIBILITY COVERAGE, VEHICLE SURCHARGE**); lowering kits; emission/exhaust; and engine.
- e. **We** do not provide any coverage for vehicles used for Commercial Use unless **You** have purchased the optional **EXTRA ELIGIBILITY COVERAGE, VEHICLE SURCHARGE**.
- f. Diagnostic and tear-down charges for non-covered repairs.
- g. Damage from failure to protect **Your** vehicle after warning indicators illuminate.
- h. Repairs performed due to improper diagnosis.
- i. Fluids, refrigerant, and filters, except if previously stated in the **SCHEDULE OF COVERAGE**.
- j. Damage resulting from any previous improper repair.
- k. Parts and labor needed to maintain **Your Vehicle** in accordance with the requirements of **Your** manufacturer's owner's manual.
- l. Parts of the **Vehicle** subject to regular maintenance in accordance with the requirements of **Your** manufacturer's owner's manual.
- m. Damage from flood, fire, impact, and/or accident, regardless of the cause.
- n. Damage from conditions of the environment, including rust and corrosion.
- o. Damage from **You** altering, misusing, or tampering with the **Vehicle**, making improper adjustments, or using improper fuels or fluids.
- p. Damage resulting from failure to maintain **Your Vehicle** according to **Your** manufacturer's maintenance requirements.
- q. Damage/failure caused by carbon, sludge, or water ingestion.
- r. Fluid leaks and damage caused by fluid leaks.
- s. **NON-covered** Repair Facility charges.
- t. Unless **You** have selected the optional **TECHNOLOGY COVERAGE VEHICLE SURCHARGE**, on the **Application Page**, **We** do not provide any coverage if, at any time, the **Vehicle** has/had an inoperative cluster, odometer, and/or odometer display, regardless of if repaired.
- u. **We** will not be responsible for any loss, any inconvenience caused by the loss of use of **Your Vehicle**, the quality of the repair by the **Repair Facility** or for any other incidental or consequential damages **You** may have.
- v. **Pre-Existing Condition**

VI. PROVISIONS OF THE SERVICE CONTRACT:

- a. This **Vehicle Service Contract** does NOT go into effect until: (1) the completed **Application Page** is received by **Us** and (2) approved by **Us**, which maybe different than the **You** date of vehicle purchase.
- b. **LIMITS OF BENEFITS & LIABILITY:** Total cumulative benefits under this **Service Contract** will not exceed the actual cash value. The limit of liability at time of claim is actual cash value immediately prior to the **Breakdown** as determined by using the most current J.D. Power "Average Trade-In" value available for **Your Covered Vehicle** based on that zip code. The aggregate total of all benefits paid or payable during the **Term** of this **Service Contract** shall not exceed the **Vehicle** Purchase Price as shown on the **Application Page**. IF THE **BREAKDOWN** IS COVERED UNDER ANY OTHER OEM, DEALER, DISTRIBUTOR WARRANTY, SERVICE CONTRACT, OR RECALL, **WE** WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS **SERVICE CONTRACT** AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.
- c. **DIAGNOSIS:** **We** will pay for reasonable, necessary, and customary diagnostic charges incurred in conjunction with a covered repair, not to exceed the labor time listed in a nationally recognized parts and labor guide. **DIAGNOSTIC TIME** WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND, OR NOT A COVERED REPAIR.
- d. **RESERVATION TO REJECT:** **We** reserve the right to reject any **Vehicle Service Contract Application**. **We** do not provide coverage for any vehicle not originally manufactured to **U.S.** specifications, commonly known as grey market vehicles, salvaged vehicles, or factory buybacks.
- e. **ODOMETER:** Unless **You** have selected the optional **TECHNOLOGY COVERAGE VEHICLE SURCHARGE** on the **Application Page**, **Your** odometer **MUST** display and function at all times, regardless of **Your** mileage limitations. If there has been an inaccuracy, tampering, or alteration to the odometer mileage so the true and actual mileage is not shown or cannot be determined, then **Your Service Contract** is void. An inoperative cluster, odometer, and/or odometer display also voids the **Service Contract**. Upon discovery by **Us**, **We** will cancel **Your Service Contract** and issue a prorated refund, less claims paid or authorized for payment.
- f. **MODIFICATION:** If, at any time, it is determined **Your Vehicle** is altered or modified from original manufacturer's specifications, **We** could consider this a material misrepresentation, unless **Your Vehicle** has been classed under the optional **EXTRA ELIGIBILITY COVERAGE** for the specific alteration and/or modification. Upon discovery by **Us**, **We** will cancel **Your Service Contract** and issue a prorated refund less claims paid or authorized for payment.
- g. **MAINTENANCE:** **You** are responsible for properly maintaining the vehicle in accordance with manufacturer's specifications and to protect against further damage caused by continued operation or damage from overheating.

- h. Coverage is limited to the repair or replacement of any **Covered Component** found to be defective beyond manufacturer's specifications, including failures resulting from normal wear and tear.
- i. **COOPERATION:** You must provide Your Vehicle Identification Number (VIN) or Service Contract Number when contacting Us. You agree You will cooperate with the processing of any claim. Your failure to cooperate is cause to reject, terminate, or cancel the claim and the **Service Contract**.
- j. We do not allow any third party to create any obligation or liability in connection with the **Service Contract**.
- k. The selling Dealer is not Our agent.
- l. **OBLIGOR PERFORMANCE & OBLIGATIONS:** Obligations of the **Obligor** under this **Service Contract** are insured under a contractual liability insurance policy issued by Old Republic Insurance Company. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurer, Old Republic Insurance Company, P.O. Box 35008, Tulsa, OK 74153- 0008, (800) 331-3780.
- m. **MAINTENANCE OF RECORDS:** During Your ownership, You must retain all **Vehicle** maintenance/repair records for review by Us upon request. You are responsible for properly using, maintaining, and caring for **Your Vehicle**. Evidence of the performance of the required maintenance must be kept and presented as proof of such maintenance in connection with related repairs covered by this **Vehicle Service Contract**. An example of what You will need to support proper maintenance would be repair invoices, receipts, and other such records. FAILURE TO PROVIDE SUCH EVIDENCE, OR FAILURE TO PROPERLY MAINTAIN THE **VEHICLE** IN ACCORDANCE WITH **YOUR OWNER'S MANUAL**, MAY DISQUALIFY YOU FROM COVERAGE.
- n. Coverage is superseded by any manufacturer's warranty, recall or warranty on a previous repair.
- o. **JURISDICTION AND VENUE; CHOICE OF LAW:** This **Service Contract** and all attachments hereto shall be governed by and construed in accordance with the laws of the state of Arizona, without reference to its conflict of laws provisions. With respect to any litigation based on, arising out of, or in connection with this **Service Contract** and all attachments hereto, the Parties expressly submit to the personal jurisdiction of the Superior Court in and for the County of Maricopa, Arizona, or the United States District Court for the District of Arizona, and the Parties expressly waive, to the fullest extent permitted by law, any objection that they may now or later have to the laying of venue of any such litigation brought in any such court referred to above, including without limitation, any claim that any such litigation has been brought in an inconvenient forum.
- p. **ARBITRATION:** In the event of a disagreement between You and Us concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days and the day You filed your claim. Each party will select an arbitrator. The two arbitrators will select an umpire. Each party will pay the expenses of the arbitrator it selects. The expenses of the umpire will be shared equally. Unless both of Us agree otherwise, arbitration will take place in the State of Arizona. The Arizona rules of Arbitration, as adopted by the Arizona superior courts, apply. A majority decision between the two arbitrators and the umpire will be binding.
- q. **PRIVACY NOTICE:** It is Our policy to protect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at [www.ascentadmin.com].

VII. SERVICE CONTRACT CLAIM PROCEDURES: FAILURE, BY YOU OR YOUR REPAIR FACILITY, TO FOLLOW THESE CLAIM PROCEDURES MAY DELAY AND/OR RESULT IN CLAIM DENIAL. TO AVOID DELAY, FOLLOW THE CLAIM PROCEDURES LISTED BELOW:

- a. A claim must be opened during normal business hours and while Your Service Contract is active.
- b. **RETURNING TO SELLING DEALER FOR REPAIRS:** If Your Vehicle is within forty (50) miles of the selling Dealer, You must deliver Your Vehicle to the selling Dealer at the address shown on the Application Page of this Vehicle Service Contract. If Your Vehicle is more than forty (50) miles from the selling Dealer, call Us at 866-660-7003 for instructions before You deliver Your Vehicle to a Repair Facility. To assure coverage under the terms of this Service Contract, authorization must be obtained prior to teardown or repair.
- c. Your Vehicle must be at a Repair Facility, of Your choosing, within the United States, **CAPABLE TO:** (1) perform tear-down to the point of Covered Component failure, (2) determine the cause and extent of damage, and (3) rebuild the Covered Component. The Vehicle **MUST REMAIN** at the same Repair Facility until repairs are complete. If Your Repair Facility is unwilling or unable to work with Us, then We reserve the right to require You to choose another Repair Facility.
- d. Your Repair Facility must call Us at 866-660-7003 to open a claim **BEFORE** any repairs have begun.
- e. Your Repair Facility must perform a proper diagnosis to determine the cause of failure and extent of damage, which may include tear-down to the point of component failure upon Our request. **YOU ARE RESPONSIBLE FOR THESE CHARGES** for non-covered repairs. Your Repair Facility **MUST** provide Us with an estimate for the covered repair to obtain an authorization number **BEFORE** any repairs have begun. **ANY REPAIRS PERFORMED PRIOR TO AUTHORIZATION WILL BE DENIED.**
- f. We have the right to inspect the Vehicle. If Your Repair Facility is unable/unwilling to show the cause of failure and the extent of damage, You will be responsible for all re-inspection costs.
- g. We have the option to select new, rebuilt, aftermarket, or used components when authorizing repairs.
- h. We will arrange for payment or reimbursement of the amount of the authorized repair, less related charges not covered by the Service Contract, less Your Deductible.
- i. If it is determined a Covered Component has failed and an estimate for the repairs is approved by Us, an Authorization number will be issued for the repair. The Authorization number is valid for 180 days from the date issued. After 180 days the Authorization number and claim are void. No invoice will be processed without a valid Authorization number, Your signature, Repair Facility's warranty on repairs (if applicable) and Repair Facility's identifying information.
- j. **Emergency Repairs (non-business hours only) –** Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Service Contract are

required outside of the Dealer's or Administrator/Obligor's business hours, You should deliver Your Vehicle to a 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/Obligor for reimbursement, You will be required to provide the repair order/invoice for review.

VIII. SERVICE CONTRACT TRANSFER PROVISIONS:

- a. The Service Contract is transferable, by the original purchaser of the contract, to the subsequent Owner of the Vehicle provided We receive a transfer fee of fifty (\$50.00) dollars, check made payable to the Administrator, and one of the following within fourteen (14) calendar days of the Vehicle sale: (1) a copy of the front and back of the original title with original Owner and new Owner signatures; (2) a copy of the new Owner's temporary or permanent registration; or (3) a copy of the bill of sale. Upon receipt of the transfer fee and one of the three above-identified documents, We will provide the new Owner with a transfer form. We will not transfer the Service Contract to another vehicle or to a business. The transferred Service Contract will remain in effect pursuant to the Terms and Conditions of the original Service Contract.
- b. Without payment of the transfer fee, and the execution of the transfer form, the Service Contract cannot be re-assigned and will be void at the time the vehicle is transferred. Call Us at 866-660-7003 or email Us at transfers@ascentadmin.com within fourteen (14) calendar days of transfer to speak with a Customer Service Representative for more details.
- c. The new Owner is responsible for all maintenance records from the original Service Contract Purchase Date.
- d. We retain the right to disapprove of the new Owner subject to the TERMS AND CONDITIONS of this Service Contract.

IX. CANCELLATION PROVISIONS: ALL REQUESTED CANCELLATIONS/REFUNDS MUST BE IN WRITING AND WILL BE PROCESSED THROUGH YOUR LIENHOLDER, IF ANY, OR YOUR SELLING DEALER. IF FINANCED, YOU AGREE YOUR LIENHOLDER IS A JOINT PAYEE TO RECEIVE ANY APPLICABLE REFUND. ANY CANCELLED SERVICE CONTRACT IS VOID AND WILL NOT BE REINSTATED.

- a. **CANCELLATION BY SERVICE CONTRACT HOLDER:** You may cancel this Service Contract at any time by notifying Us. If You cancel Your Service Contract within the first thirty (30) days from the Service Contract Purchase Date, You will receive a full refund provided no claims have been made. After thirty (30) days, or if a claim was made within the first thirty (30) days from the Service Contract Purchase Date, You will receive a pro rata refund of the Service Contract Price for the unexpired Term of the Service Contract based on the number of elapsed months or miles, less any claims paid or authorized for payment, less a cancellation fee of fifty (\$50.00) dollars. In the event of Your cancellation of this Service Contract, any refund owed will be paid or credited no more than thirty (30) days from the date the Administrator/Obligor or Dealer receives notice of the request to cancel or sooner if required by state law.
- b. **CANCELLATION BY US:** We will cancel Your Service Contract for fraud, material misrepresentation (including alterations/modifications), a substantial breach (including a malfunctioning odometer), or nonpayment, either by You or on Your behalf. Prior notice of cancellation is not required for these violations. If cancelled by Us for any other reason, then We shall mail a written notice to Your last known address at least five (5) days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If cancelled by Us within the first thirty (30) days from the Service Contract Purchase Date, We shall provide a full refund provided no claims have been made. After thirty (30) days, We shall provide a pro rata refund of the Service Contract Price for the unexpired Term of the Service Contract based on the number of elapsed months or miles, less any claims paid or authorized for payment. In the event of Our cancellation of this Service Contract, any refund owed will be paid or credited no more than thirty (30) days from the date of Our cancellation or sooner if required by state law.
- c. **CANCELLATION BY LIENHOLDER:** If this Service Contract was financed, You hereby authorize Your lienholder to cancel Your Service Contract on Your behalf in the event of: (1) Your Vehicle is repossessed; (2) Your Vehicle is declared a total loss; or (3) You default on Your obligations to Your lienholder. The rights under this Service Contract are transferred to the lienholder and the lienholder is also entitled to any refund. If cancelled within the first thirty (30) days from the Service Contract Purchase Date, a full refund of the Service Contract Price will be provided if no claims have been made. After thirty (30) days, a pro rata refund of the Service Contract Price will be provided for the unexpired Term of the Service Contract based on the number of elapsed months or miles, less any claims paid or authorized for payment.

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