

Contract Number:

Contract Purchase Date:



APPLICATION / PROTECTION PLUS

MAIN OFFICE (866) 660-7003

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 SERVICE CONTRACT PRICE

Product Information:

- PAINTLESS DENT REPAIR KEY REPLACEMENT TIRE AND WHEEL BUNDLE AND SAVE

Coverage Information:

- 24 MONTHS 36 MONTHS 48 MONTHS

I have read, understand, and agree to the terms and conditions within the body of this 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. You acknowledge the Dealer has provided You the Vehicle Owner's Manual at the time of Vehicle purchase.

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; except in California, the **Administrator/Obligor** is Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133, Telephone: 800-331-3780, License No.: OC79822; except in New York, the **Administrator/Obligor** is ORIAS Warranty Services, 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133, Telephone: 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 **Service Contract**.
- **Breakdown** – A repair, replacement or service as indicated in the Schedule of Coverage section of this **Service Contract**.
- **Dealer** – The dealership from whom **You** purchased this **Vehicle Service Contract** as shown on the **Application Page**.
- **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 recommendation 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 **Service Contract**.
- **Road Hazard:** objects and road conditions not normally found in the roadway such as potholes, rocks, wood debris, metal parts, nails, glass, plastic or composite scraps or any item causing tire or wheel damage other than wear and tear.
- **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 an valid transferee.

SCHEDULE OF COVERAGE

- A. **TIRE AND WHEEL (RIM) PROTECTION:** The repair or replacement of the **Vehicle's** tires and wheels, which during the term of this **Service Contract** become unserviceable due to a **Road Hazard**, covered under this **Service Contract**. Unserviceable means that the tire(s) has been punctured or otherwise damaged to the extent that it is unsafe, or that the wheel would no longer hold a seal with its tire. **Tire and/or wheel damage that is cosmetic in nature and that does not render the tire and/or wheel unserviceable is specifically excluded.** Any tires and/or wheels which require repair or replacement under the terms of this **Service Contract**, **MUST BE AUTHORIZED BY ADMINISTRATOR** and be made available for inspection PRIOR to repair or replacement. Please note that all of **Our** rights under this **Service Contract** are hereby reserved. Damaged tires and/or wheels must be preserved for **Our** inspection, and **We** reserve the right to deny any claim wherein the damaged tires and/or wheels are disposed of prior to **Our** inspection.
- B. **TIRE REPLACEMENT:** **We** agree to pay the reasonable costs as recognized by national retail pricing standards **You** incur to replace a tire, only if a tire covered by this **Service Contract** becomes unrepairable due to damage caused by a **Road Hazard**. **Replacement will be made with a tire of like kind, quality and cost to the original tire.** This coverage is valid through the tread life of a tire (**3/32" or less is excluded**).
- C. **WHEELS (RIMS):** **We** agree to pay the reasonable costs for the repair or replacement of wheels rendered unserviceable due to a **Road Hazard** covered under this **Service Contract**. **We** reserve the right to have damaged wheels repaired at **Our** cost by a service provider of **Our** choosing. **We further reserve right to replace the damaged wheel at Our cost with a remanufactured wheel of like kind and quality to wheel that was damaged by the covered Road Hazard.** **We** will cover wheel replacement only in the event that the damaged wheel cannot be repaired.
- D. **MOUNTING AND BALANCING:** **We** agree to pay the fair market price that **You** incur for mounting, balancing, valve stems, and tire disposal for any tire replaced under this **Service Contract**. **However, shop supplies, Tire Pressure Monitoring System (TPMS) components and unspecified charges are specifically excluded.**
- E. **COSMETIC WHEEL REPAIR:** **We** agree to repair or recondition to the fullest extent possible any cosmetic damaged portion of an alloy wheel, such as minor curb rash or flaking paint, which is deemed repairable using manufacturer alloy wheel repair techniques. In the event the wheel is not repairable it will be replaced. Cosmetic alloy wheel repair or replacement is limited to an aggregate of six hundred dollars (\$600).

- F. **KEY/REMOTE REPLACEMENT:** In the event **Your** key/remote is lost, stolen or becomes inoperable **We** will pay for replacement key/remote in the amount of, not to exceed, eight hundred dollars (\$800) per year. IMPORTANT NOTE: for the safety and security of the **Vehicle** owner, all keys and/or remotes that are reported lost, stolen or destroyed must be reprogrammed by the **Dealer** prior to replacement. To obtain key/remote replacement benefits under this **Service Contract**: (1) All claims must be reported to **Us** as soon as reasonably possible by calling (800) 451-0459. (2) If **You** are within a twenty-five (25) mile radius of the originating **Dealer**, **You** must contact the **Dealer** to determine if they can provide a replacement key/remote and programming. If **Dealer** is unable to provide key/remote replacement, **You** must call **Us** (800) 451-0459 for prior approval before replacing the key/remote at any appropriate franchised dealer. (3) All non-working keys/remotes must be made available to the **Dealer** for inspection. (4) The originating **Dealer** must fax a copy of the original repair order to **Us** for final payment. The originating **Dealer** will be paid as soon as an appropriate repair order is received by **Us** from the originating **Dealer**. **You** are not responsible for any out-of-pocket expense other than costs in excess of the yearly limit of eight hundred dollars (\$800). **We** are solely agreeing to pay the replacement cost for eligible keys/remotes under the terms, conditions and limitations set forth in this **Service Contract**. **We** shall not provide any keys/remotes ourselves. Further, **We** do not in any way warrant or guarantee, whether express or implied, any replacement key/remote obtained by **You** and/or paid for under this **Service Contract**.
- G. **PAINTLESS DENT REPAIR (PDR):** PDR is a process developed by automobile manufacturing production teams that use specialized hand tools to permanently remove minor dents (**dents or creases that are up to two (2) inches (2") in length/diameter**) without affecting the existing paint finish, but does not include services that involve the replacement of **Vehicle** body panels or sanding, bonding or repainting. During the **Service Contract Term**, **We** agree to cover the cost to repair dents on all exterior painted sheet metal body panels of the **Vehicle** that are repairable through existing PDR techniques.
- H. **RENTAL BENEFITS:** **You** will be reimbursed \$35.00 for each six hours of Mitchell's ProDemand labor guide time for a **Breakdown** 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, is not included in this benefit.**
- I. **24-HOUR ROADSIDE ASSISTANCE & TOWING:** Administrator/Obligor 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 877-42-0880. All towing and roadside services are provided by Quest Towing Services, LLC, 106 West Tolles Drive, St. Johns, MI 48879. 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. 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.

- J. **TRIP INTERRUPTION:** In the event of a **Breakdown**, 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 for a repair or replacement. A detailed receipt must be submitted to the **Administrator/Obligor** before reimbursement will be made.

EXCLUSIONS

- K. **TIRE AND WHEEL REPAIR /REPLACEMENT EXCLUSIONS:** The following items are not covered (1) Any damage resulting from off-road use, racing, collision, accident, chain damage, misuse, abuse, lack of proper maintenance, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance; (2) Damage caused by driving on tires that are improperly inflated; (3) Tires with tread depth of 3/32" or less at the lowest point on the tire at time of claim; (4) Any damage to tires and/or wheels transferred from another vehicle subsequent to the Service Contract Purchase Date; (5) Any damage to tires and/or wheels that are mounted on vehicles other than private passenger cars and light duty trucks and vans (under 13,500 GVWR); (6) Any damage that is covered by any other contract, including warranties issued by the manufacturer. Any damage that is the result of a manufacturer defect; (7) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires or wheels; (8) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim; (9) Any wheel repair or replacement, or any tire replacement that is not pre-authorized by the Us. Any loss that is not reported to Us within sixty (60) days from the date the damage occurs.
- L. **COSMETIC WHEEL REPAIR EXCLUSIONS:** The following are not covered under the Cosmetic Wheel Repair Exclusions: Aftermarket, chrome wheels (unless chrome wheel surcharge has been paid), wheel covers or damage to wheels that become dented or bent from contact as a result of frame, body or suspension damage. Only the OEM wheels on the Vehicle at the time of original Vehicle purchase are covered.
- M. **PAINTLESS DENT REPAIR EXCLUSIONS:** The following are not covered under the PDR Repairs (1) Dents or Damage occurring prior to or after the Service Contract Term; (2) Damage caused by hail or other weather related damage; (3) Dents not accessible with PDR tools located on the hood, roof, trunk lid, body lines or edges of an auto body panel of the vehicle; (4) Dents previously repaired using methods of body fillers and repainting; (5) Non-Factory installed services or equipment that have changed the vehicle's original body and/or eliminated access to a location for the dent repair technician to complete the PDR repair process; (6) Dents or creases that are larger than two (2) inches (2") in length/diameter or have sharply indented the metal and impede the metal from returning to its original shape; (7) Dents not repairable using PDR Techniques.
- N. **GENERAL EXCLUSIONS:** This Service Contract DOES NOT COVER OR PAY FOR ANY:
- (1) consequential loss or damage whatsoever, including loss, damage or injury to person or property resulting from the failure of any parts of Your Vehicle, the replacement of which are covered under the terms and conditions of this Service Contract;
 - (2) You rent Your Vehicle to someone else;
 - (3) Your Vehicle is used for Commercial Use;
 - (4) Your Vehicle is used for snow plowing, competition or speed events;
 - (5) Your Vehicle is modified from the Manufacturer's original specifications regardless of who or when the modifications were made;
 - (6) For fraudulent representations to obtain this Service Contract or when presenting a request for repair under this Service Contract;
 - (7) Any damage that occurs outside the United States, Alaska, Hawaii or Canada;
 - (8) All exotic vehicles, including, but not limited to: Alfa Romeo, Alpina, Ascari, Avanti, Bugatti Noble, Pagani, Panoz, Saleen, Spyker, TVR, Daewoo, Bentley, Lamborghini, Lotus, Maserati, Ferrari, Rolls Royce. Service Contracts received for such vehicle classes will be rejected;
 - (9) Any repair done without prior authorization from Us;
 - (10) Diagnostic and tear-down charges for non-covered repairs.
 - (11) Damage from failure to protect Your Vehicle after warning indicators illuminate.
 - (12) Repairs performed due to improper diagnosis.
 - (13) Damage resulting from any previous improper repair.
 - (14) Parts and labor needed to maintain Your Vehicle in accordance with the requirements of Your manufacturer's owner's manual.

- (15) Damage from flood, fire, impact, and/or accident, regardless of the cause.
- (16) Damage from conditions of the environment, including rust and corrosion.
- (17) Damage from You altering, misusing, or tampering with the Vehicle, making improper adjustments, or using improper fuels or fluids.
- (18) Damage resulting from failure to maintain Your Vehicle according to Your manufacturer's maintenance requirements.
- (19) Damage/failure caused by carbon, sludge, or water ingestion.
- (21) Fluid leaks and damage caused by fluid leaks.
- (22) NON-covered Repair Facility charges.
- (23) Pre-Existing Condition.

GENERAL PROVISIONS

- a. This **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 **Your** 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. 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. **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.
- f. **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**.
- g. **We** do not allow any third party to create any obligation or liability in connection with the **Service Contract**.
- h. The selling **Dealer** is not **Our** agent.
- i. **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) 331-1780.
- j. **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.
- k. Coverage is superseded by any manufacturer's warranty, recall or warranty on a previous repair.
- l. **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.
- m. **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 after 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.
- n. **PRIVACY NOTICE:** It is **Our** policy to respect the privacy of **Our** customers. For information on **Our** privacy practices, please review **Our** privacy policy at [www.ascentadmin.com].

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 fifty (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 fifty (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 the repair or replacement. 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. 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.

TRANSFER PROVISION

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.

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.

The new Owner is responsible for all maintenance records from the original Service Contract Purchase Date.

We retain the right to disapprove of the new Owner subject to the TERMS AND CONDITIONS of this Service Contract.

CANCELLATION PROVISION

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.

SAMPLE