



peace of mind  
for that next bump in the road...

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Bob Sample  
123 Sample Rd  
Sample Policy, TX 12345

Congratulations! Your valuable mechanical breakdown protection is detailed in the enclosed contract booklet. Please look it over and call with any questions you may have. Thank you for your purchase; we look forward to servicing your protection needs. Please call us for a quote on any other vehicle in your household. Vehicles under 150,000 miles may qualify for additional coverages, and multi-vehicle discounts are available.

Be sure to familiarize yourself with the coverage, maintenance requirements, and procedures in the event of a mechanical breakdown. Proper maintenance of your vehicle will contribute to a trouble free driving experience. You should follow your vehicle manufacturer's recommended maintenance for your driving habits.

We encourage you to store your new service agreement in your vehicle. This document contains important numbers needed in the event of a breakdown.

Welcome to our family of vehicle owners that have the peace of mind and financial security of mechanical breakdown protection.

***THANK YOU AGAIN!***

Protection Specialist

**IMPORTANT CONTACT NUMBERS:**

Claims: 888-657-6481

Roadside: 888-657-6481



# VEHICLE SERVICE CONTRACT PLUS

## REGISTRATION PAGE

SERVICE CONTRACT HOLDER INFORMATION				CONTRACT #	
NAME (LAST)		(FIRST)			
Sample Bob					
ADDRESS					
123 Sample Rd					
CITY			STATE	ZIP CODE	
Sample Policy			TX	12345	
CELL PHONE			EMAIL ADDRESS		
VEHICLE INFORMATION					
VIN			MAKE	MODEL	
YEAR	PURCHASE PRICE		CURRENT ODO		
	N/A				
SERVICE CONTRACT INFORMATION					
PURCHASE DATE		TERM MONTHS	TERM MILES	CONTRACT PURCHASE PRICE	
COVERAGE LEVEL				DEDUCTIBLE	
OPTIONAL COVERAGE					
SELLER INFORMATION					
SELLER NAME					
SELLER #			PHONE NUMBER		
ADDRESS					
CITY			STATE	ZIP	
PREFERRED SERVICE LOCATION					
LIENHOLDER/PAYMENT PLAN PROVIDER INFORMATION					

**NOTICE TO CUSTOMER:** The purchase of this Vehicle Service Contract, hereinafter Contract, is not required to obtain financing or to purchase this Vehicle. This Contract is not an insurance policy, a Warranty, or a guarantee. The Contract Purchase Price may be financed with approved payment options allowed by Us. This Contract does not cover the benefits provided under Seller Warranties required by state law. If the manufacturer's Warranty has been declared void, this Contract does not cover the Vehicle until the end of what would have been the manufacturer's Warranty. This Contract represents the entire agreement between You and Us. No person has the authority to change this Contract or to waive any of its provisions. No other written or oral statements apply to this Contract.



## A. DEFINITIONS

**ACTUAL CASH VALUE:** The value of Your Vehicle will be determined using the current region specific NADA value with appropriate adjustments for mileage, condition, and/or optional equipment.

**ADMINISTRATOR, WE, US, AND OUR:** For Roadside Service Benefits: Quest Towing Services. For all other benefits: Axiom Product Administration LLC, 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368, (844) 283-7317.

**BREAKDOWN:** The mechanical failure of any original or like replacement part covered by this Contract to perform its intended function(s) due to defects, faulty workmanship in the manufacturing process, or abnormal wear and tear, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owner's Manual.

**Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.**

**BUSINESS USE:** A vehicle used for business related purposes, registered to an individual (not an entity), that is solely or partially used for the generation of income. Coverage includes rideshare (such as Uber, Lyft, etc.). Coverage is provided under this Contract for Business Use of a Vehicle, according to the terms and conditions herein.

**Business Use does not include any Vehicle used for Commercial Use.**

**COMMERCIAL USE:** Any vehicle that is registered under an entity (not an individual) and/or any vehicle, regardless of registration type, used for police or law enforcement services, fire, ambulance or emergency services, taxi, limousine or shuttle services, newspaper or mail delivery, rental services, construction, security services, snow removal or plowing, cable or line installation, or hauling for hire.

**CONTRACT:** This Vehicle Service Contract, which You have purchased for Your Vehicle.

**COST:** The reasonable and customary charges for parts and labor necessary to perform Covered Repairs/Services. These charges shall NOT exceed the original Manufacturer's Suggested Retail Price (MSRP) for parts and/or labor allowances derived from nationally recognized labor time allowance publications. Applicable taxes assessed to the Cost will be covered, according to the terms and conditions herein.

**COVERED PARTS:** Your Coverage Level is selected on the Registration Page of this Contract; only those components listed under that Coverage Level in the What Your Contract Covers section will be covered for the Contract Term. **At Our discretion, replacement parts used in Covered Repairs/Services may include non-original equipment manufacturer parts, new re-manufactured parts, or used parts that meet the quality standards of the Repair Facility or Us.**

**COVERED REPAIRS/SERVICES:** The repairs/replacements/services covered by this Contract, based upon the Coverage Level and Optional Surcharge Coverage(s) You choose. The repairs/replacements/services and specific per occurrence limits are stated in the following sections of this Contract: What Your Contract Covers, Additional Coverage, Optional Surcharge Coverage (if elected), and Ancillary Benefits. **You are responsible for any incurred expenses above the per occurrence limits/Limits of Liability stated and/or for any non-covered expenses.**

**CURRENT ODOMETER:** The actual mileage that is registered on the odometer of Your Vehicle on the Contract Purchase Date.

**DEDUCTIBLE:** The amount You must pay for Covered Repairs/Services per visit. If a warranty deductible charge is imposed by the manufacturer, this Contract will pay the manufacturer's deductible. The Deductible does NOT apply to Additional Coverage, Optional Surcharge Coverage (if elected), or Ancillary Benefits. If You selected the **80/20 Deductible** on the Registration Page in the Service Contract Information section, You must pay 20% of the total Cost of each Covered Repair/Service and We will pay the remaining 80%.

**EFFECTIVE DATE:** The date in which Your coverage becomes effective. It is determined by adding the Mandatory Waiting Period to the Purchase Date.

**FACTORY RECOMMENDED MAINTENANCE (FRM):** The scheduled maintenance and Service Interval recommendations from the factory. **MANDATORY WAITING PERIOD:** A 30 day and 1,000 mile Mandatory Waiting Period from the Purchase Date and Current Odometer applies to all coverage except Emergency Roadside Assistance. **LOW MILEAGE DRIVER EXCEPTION:** If Your normal driving habits make this unattainable, You will automatically qualify for coverage after 60 days and 500 miles. The Mandatory Waiting Period will be added onto the end of the Contract Term.

**OBLIGOR:** Axiom Product Administration LLC, 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368.

**PURCHASE DATE:** The date in which You purchased this Contract. It is listed on the Registration Page in the Service Contract Information section. **REPAIR FACILITY:** A franchised automobile dealer or licensed repair facility. **Repairs performed by any facility must receive authorization from Us prior to beginning repairs.**

**SERVICE INTERVAL:** The recommended frequency that You should perform maintenance on Your Vehicle, according to the factory. **Under the terms and conditions of this Contract, You will be given a +/- 1,000 mile grace period.**

**SELLER:** The entity You purchased Your Contract from, as identified on the Registration Page in the Seller Information section.

**SERVICE PROVIDER:** An independent contractor that is hired to perform certain Covered Repairs/Services provided to You under this Contract. We assume no liability for any consequential damage to Your Vehicle (including personal items left in Your Vehicle) or property resulting from the rendering of Covered Repairs/Services. Any claims for consequential damage must be filed against the Repair Facility.

**TERM:** The Term of this Contract is determined by adding the Purchase Date and Current Odometer to the Mandatory Waiting Period. Coverage begins after the Mandatory Waiting Period ends and expires upon the expiration of the number of Term Months or Term Miles listed on the Registration Page of this Contract, **whichever occurs first. Mandatory Waiting Period applies.**

**VEHICLE:** The covered Vehicle listed in the Vehicle Information section on the Registration Page.

**WARRANTY:** Any Warranty of the Original Equipment Manufacturer (OEM), state required Seller Warranty, or a Repair Facility's guarantee.

**B. WHAT YOUR CONTRACT COVERS - PLEASE REFER TO THE COVERAGE LEVEL YOU SELECTED**

**SILVER COVERAGE LEVEL (INCLUDES ITEMS 1-8 BELOW)**

**YOU OR YOUR:** The customer named as the Service Contract Holder on the Registration Page.

1. **ENGINE: Gasoline Engine** – Engine block heater, cylinder block, and all internally lubricated parts including: crankshaft, rod and main bearings, cam bearings, expansion plugs, connecting rods, wrist pins, pistons, piston rings, camshaft and bearings, followers, cam tower, lifters, cylinder head, valves and guides, valve seats, valve springs and retainers, rocker arms, push-rods, timing chain housing, timing chain and sprockets, timing belt tensioner, intake and exhaust manifolds, flywheel/flex plate, balance shafts, harmonic balancer and retaining bolt, crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, oil pump pick up and drive, engine oil cooler hoses, engine oil sending unit, engine mounts, water pump, temperature sending unit, fuel pump, vacuum pump, dipstick and dipstick tube, ignition coil, fuel injectors, fuel filler neck, filler neck hose, seals, gaskets, fluids, and fasteners for the above listed components.
2. **TURBOCHARGED/DIESEL ENGINES:** All of the above listed parts plus: turbocharger, waste gate controller, intercooler, compressor, clutch and pulley, fuel supply pump, injection pump, lines and nozzles.
3. **ENGINE COOLING:** Radiator, mounting brackets and coolant recovery tank, fan clutch, fan motor and blades, fan shroud, heater core, transmission cooler, low coolant sensor, heater control valve, temperature sensor and relay, seals, gaskets, fluids, and fasteners for the above listed components.
4. **TRANSMISSION: AUTOMATIC** – Transmission case and all internally lubricated parts including: oil pump, valve body, torque converter, main shaft, governor, clutches, bands, drums, gear sets, chain and sprockets, bearings, bushings, sealing rings, solenoids, electronic shift control unit, transmission mounts, cooler, cooler hoses and hard lines, vacuum modulator, dipstick and tube, seals, gaskets, fluids, and fasteners for the above listed components.
5. **TRANSMISSION: STANDARD** – Transmission case and all internally lubricated parts including: main shaft, gear sets, shift forks, transmission mounts, synchronizers, chain and sprockets, bearings, bushings, electronic and vacuum engagement components, seals, gaskets, fluids, and fasteners for the above listed components.
6. **FRONT WHEEL DRIVE:** Transfer case/Drive axle housing and all internally lubricated parts including: carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, universal joints, front hub bearings, locking hub assembly (4 X 4), transfer case mount, drive shaft support, seals, gaskets, fluids, and fasteners for the above listed components.
7. **REAR WHEEL DRIVE:** Drive axle housing and all internally lubricated parts including: carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, rear hub bearings, propeller shafts, universal joints, drive shaft support, seals, gaskets, fluids, and fasteners for the above listed components.
8. **AIR CONDITIONING:** Compressor (electric) and mounting brackets, clutch and pulley, condenser, orifice tube, serpentine belt tensioner, POA valve, expansion valve, accumulator, temperature control programmer, high/low pressure cutoff switches, high/low pressure hoses, pressure cycling switch, thermostat, drier, temperature control head, o-rings, heated/cooled seats, freon refrigerant (if necessary) in conjunction with a Covered Repair/Service, seals, gaskets, fluids, and fasteners for the above listed components.

**GOLD COVERAGE LEVEL (INCLUDES THE SILVER COVERAGE LEVEL, PLUS ITEMS 9–16 BELOW)**

- 9. ON-BOARD MODULES/RELAYS/SENSORS/SYSTEMS:** All Vehicle control modules, sensors and relays including: engine control module/ systems and all related sensors/relays, all transmission and transfer case control modules and related sensors/relays, all ABS/traction control modules, sensors/relays, all air conditioning control modules and related sensors/relays, all steering modules and related sensors/relays, all cruise control modules and all related sensors/relays/servo and engagement switch, electronic controlled suspension modules and all related sensors/relays, all Vehicle avoidance modules and all related sensors/relays.
- 10. STEERING:** Housing/case/cylinder and all internally lubricated parts including: rack and pinion valve assembly, sector shaft, rack mounts and cushions, inner/outer tie rod ends, bellows/boots, speed sensor, steering gear assembly, pitman arm, all shafts/couplings, sealing rings, bearings, bushings, center link, idler arm, electric and power steering pump and pulley, fluid reservoir, pressure and return hoses, cooler and lines, couplings, seals, gaskets, fluids, and fasteners for the above listed components. **THIS COVERAGE DOES NOT INCLUDE REAR WHEEL STEERING COMPONENTS.**
- 11. SUSPENSION:** Upper and lower control arms, bump stop cushions, control arm shafts, torsion bar mounts and bushings, upper and lower ball joints including: dust boots, steering knuckle/spindle, wheel bearings and seals, stabilizer shaft, stabilizer linkage including mounts and bushings, king pins, seals, gaskets, fluids, and fasteners for the above listed components. Front and Rear Wheel Alignment will also be included where required to complete Covered Repairs/Services.
- 12. BRAKES:** Master cylinder, assist booster, wheel cylinders, combination valve, front and rear brake calipers/actuators, hard lines and fittings, backing plates, springs and clips, retainers and self-adjusters, parking brake linkage and cables, anti-lock brake system, seals, gaskets, fluids, and fasteners for the above listed components.
- 13. ELECTRICAL:** Instrument cluster including: speedometer, odometer, tachometer and all gauges, warning lights, factory burglary alarm, electronic entry systems including remote entry receiver, sunroof motor, power antenna motor, headlight motors, power trunk release motor, power seat motor, power window motors, regulators, and switch, power sliding door motor and switch, power door lock actuators and switch, power mirror motor, window defrosters (front and rear), wiper motor, windshield washer pump, relay, and switch, distributor, heater – A/C blower motor, convertible top motor, brake light switch, backup light switch, neutral safety switch, cigarette lighter, clock, horn, alternator, voltage regulator, and starter.
- 14. HYBRID/PLUG-IN ELECTRIC:** On-board computer system including: all relays, sensors, ECU & ECM (electric control units/electric control modules) driver information displays, controller/electronic throttle control system, AC charger, battery cooling system (including blower motor controller, blower assembly and ducts), cooling system (including pumps and radiators, coolant storage bottle, coolant valve, hybrid condenser), and seals and gaskets for the above listed components.



**15. ENTERTAINMENT/NAVIGATION:** GPS/Navigation system, night vision system, and video components including: TV, DVD, DVR, Bluetooth, and Video Game Player. **THIS COVERAGE APPLIES TO FACTORY INSTALLED UNITS ONLY AND DOES NOT INCLUDE CLEANING/ADJUSTING, PROGRAMING, OR UPDATES.**

**16. CHASSIS:** Heated steering wheel, door handles, door hinges, door latches, ashtrays, hood latch release mechanism, hood struts, hood hinges, hood torsion bars, rear hatch hinges, rear hatch latches, rear hatch release mechanism, glove box hinges, glove box latch, and glove box lock.

**PLATINUM COVERAGE LEVEL (INCLUDES THE SILVER & GOLD COVERAGE LEVELS, PLUS ITEM 17 BELOW)**

**17.** Any part that experiences a Breakdown during the Contract Term, **except for any parts specifically excluded in this Contract and/or listed in the Exclusions section of this Contract.**

**SAFETY & TECH COVERAGE LEVEL**

**SAFETY:** 360–Degree Camera, ABS System, Active Blind Spot Detection, Active Driving Assistant, Active Park Assist, Active Stabilizer Suspension System, Adaptive Cruise Control, Adaptive LED Headlamps, Adaptive Light Control, Adaptive Steering, All Cameras, All Interior Lights, Automatic High Beam System, Automatic Load Leveling – Rear, Automatic Rear Window Defogger, Automatic Safety Belt Tightening, Backup Camera, Blind Spot Information System, Blind Spot Monitor, Bluetooth for Phone/Audio with Voice Recognition, Brake Assist, Collision Preparation, Cornering Light System, Curve Control, Defogger System, Disc VAC Power Brakes, Driver Awareness Package, Driving Support System Display, Dynamic Damper Control, Dynamic Handling System, Dynamic Rear Steering, ECB “Electronically Controlled Brake System”, Electronic Parking Brake, EPS “Electric Power Steering”, Forward Collision Warning, Forward Sensing System, Forward/Reverse Automatic Braking, Hands Off Wheel Alert System, IntelliBeam, Lane Departure Warning, Lane Keeping System, LTA “Lane Tracing Assist System”, Low Speed Forward Automatic Braking, Parking Assist Camera & Sensors, Pedestrian Warning, PKSA “Parking Support Alert System”, Pre–Collision System, RCD “Rear Camera Detection System”, RCTA “Rear Cross Traffic Alert System”, Rear Camera Mirror, Secondary Collision Brake, SOS Post–Crash Alert System, Teen Driver, Tire Pressure Warning System, Torque Vectoring Control, Vehicle Sway System, Vehicle To Vehicle Distance System, VSC “Vehicle Stability Control System”, and Windshield Wiper De–Icer.

**TECH:** 12 Volt Power Outlet, AC Vents, Active Noise Control, Active Transfer Case, Audio System Display, Auto–dimming Inside Rearview Mirror, Bluetooth for Phone/Audio with Voice Recognition, Bose Active Noise Cancellation, Bose Centerpoint Surround Sound, Capless Fueling System, Clock, Cooled Console, CUE Embedded +A1:A71Navigation, Display Key, Drive Mode Select, Dual–Zone Climate Control, DVD Players, Electronically Modulated Air Suspension, Enform Destinations, Enform Remote, Enform Service Connect, Front Active Aero Shutters, Garage Door Opener, G–Force Display, GPS Link, Hands–Free Power Liftgate, Heads–Up Display, Heated/Cooled Seats Front/Rear, Heated Steering Wheel, Hill Start – Assist, Idrive, Inclination Sensor, Inside Rear View Mirror, Intelligent All\_Wheel Drive, Keyless Open and Start, Memory Seat System, Multimedia System, Navigation System Display, Navigation with Traffic and Travel Link, OnStar 4G LTE, Outside Rear View Mirror, Outside Temperature Display,

Paddle Shifters/System, Panoramic Moon Roof, Panoramic View Monitor, Park Distance Control, Performance Control Power Folding and Reclining Rear Seats, Pop-Up Display, Power Retractable Assist Steps, Power Tilt and Telescoping Steering Column, Power-Adjustable Pedals, Radio/CD Player/Amplifier, Rain Sensor Windshield Wipers, Rear Seat Entertainment System, Remote Services, Remote Touch Display, Retractable Headlight Washers, Revel Ultima Audio System, Reverse Sensing System, Seat Massage System, Selectable Magnetic Ride Control Suspension, Siri Eyes Free, Smartaccess, Snow Mode System, SUNC 3, Sun Shade, Surround Sound Audio System, Theft Deterrent Package, Tire Jack, Touch Command, Touch/Display Screens, Touch Free Power Open/Close Rear Door, Trade Control, Tri-Zone Automatic Climate Control, USB Ports, Vanity Mirror & Light, Variable Sport Steering, Vehicle Dynamics Integrated Management, Vehicle Interior Movement Sensor, Vehicle Proximity Notification System, Video and Gaming Systems, and Wireless Charging.

**ALL of the items listed under SAFETY and/or TECH must be installed by the factory, in order to qualify for coverage.**

**BASE HIGH MILEAGE COVERAGE LEVEL (80,000+ MILES AT TIME OF PURCHASE)**

- 1. ENGINE: Gasoline Engine** – Engine block heater, cylinder block, and all internally lubricated parts including: crankshaft, rod and main bearings, cam bearings, expansion plugs, connecting rods, wrist pins, pistons, piston rings, camshaft and bearings, followers, cam tower, lifters, cylinder head, valves and guides, valve seats, valve springs and retainers, rocker arms, push-rods, timing chain housing, timing chain and sprockets, timing cover, timing gears, timing belt tensioner, intake and exhaust manifolds, flywheel/flex plate, balance shafts, eccentric shaft, harmonic balancer and retaining bolt, crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, oil pump pick up and drive, oil pump assembly, engine oil cooler hoses, engine oil sending unit, engine mounts, engine torque strut, water pump, temperature sending unit, fuel pump, vacuum pump, dipstick and dipstick tube, ignition coil, fuel injectors, fuel delivery pump, fuel filler neck, filler neck hose, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service.
- 2. TURBOCHARGED/DIESEL ENGINES:** All of the above listed parts plus: turbocharger, waste gate controller, intercooler, compressor, clutch and pulley, fuel supply pump, injection pump, lines and nozzles.
- 3. ENGINE COOLING:** Radiator, mounting brackets and coolant recovery tank, fan clutch, fan motor and blades, fan shroud, heater core, transmission cooler, low coolant sensor, heater control valve, temperature sensor and relay, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service.
- 4. TRANSMISSION: AUTOMATIC** – Transmission case and all internally lubricated parts including: oil pump, valve body, main shaft, governor, clutches, bands, drums, gear sets, chain and sprockets, bearings, bushings, sealing rings, solenoids, electronic shift control unit, transmission mounts, cooler, cooler hoses and hard lines, vacuum modulator, dipstick and tube, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service.

5. **TRANSMISSION: STANDARD** – Transmission case and all internally lubricated parts including: main shaft, gear sets, shift forks, transmission mounts, front pump, synchronizers, chain and sprockets, bearings, bushings, electronic and vacuum engagement components, internal linkage, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service.
6. **FRONT WHEEL DRIVE:** Transfer case/Drive axle housing and all internally lubricated parts including: carrier case, gear sets, front pump, chain and sprockets, retainer & bearings, bushings, axle shafts, constant velocity joints, universal joints, final drive housing, transaxle housing, front hub bearings, locking hub assembly (4 X 4), transfer case, transfer case mount, drive shafts, drive shaft support, locking rings, supports, computer modules, internal linkage, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service.
7. **REAR WHEEL DRIVE:** Drive axle housing and all internally lubricated parts including: carrier case, gear sets, retainer & bearings, bushings, limited slip clutch pack, axle shafts, rear hub bearings, propeller shafts, constant velocity joints, universal joints, final drive housing, , transaxle housing, drive shafts, drive shaft support, locking rings, supports, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service.
8. **AIR CONDITIONING:** Compressor (electric) and mounting brackets, clutch and pulley, evaporator, condenser, orifice tube, POA valve, expansion valve, accumulator, temperature control programmer, high/low pressure cutoff switches, high/low pressure hoses, pressure cycling switch, thermostat, drier, temperature control head, o-rings, heated/cooled seats, freon refrigerant (if necessary) in conjunction with a Covered Repair/ Service, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/ Service.
9. **ELECTRICAL:** Instrument cluster including: speedometer, odometer, tachometer and all gauges, fuel gauge sending unit, turn signal switch, warning lights, factory burglary alarm, electronic entry systems including remote entry receiver, sunroof motor, power antenna motor, headlight motors, power trunk release motor, power seat motor, power window motors, regulators, and switch, power sliding door motor and switch, power door lock actuators and switch, power mirror motor, window defrosters (front and rear), wiper motor, windshield washer pump, relay, and switch, distributor, heater – A/C blower motor, convertible top motor and switch, brake light switch, backup light switch, neutral safety switch, cigarette lighter, clock, horn, alternator, voltage regulator, and starter.

#### HIGH MILEAGE COVERAGE LEVEL (80,000+ MILES AT TIME OF PURCHASE)

1. **ENGINE: Gasoline Engine** – Engine block heater, cylinder block, and all internally lubricated parts including: crankshaft, rod and main bearings, cam bearings, expansion plugs, connecting rods, wrist pins, pistons, piston rings, camshaft and bearings, followers, cam tower, lifters, cylinder head, valves and guides, valve seats, valve springs and retainers, rocker arms, push-rods, timing chain housing, timing chain and sprockets, timing cover, timing gears, timing belt tensioner, intake and exhaust manifolds, flywheel/flex plate, balance shafts, eccentric shaft, harmonic

balancer and retaining bolt, crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, oil pump pick up and drive, oil pump assembly, engine oil cooler hoses, engine oil sending unit, engine mounts, engine torque strut, water pump, temperature sending unit, fuel pump, vacuum pump, dipstick and dipstick tube, ignition coil, fuel injectors, fuel delivery pump, fuel filler neck, filler neck hose, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service.

2. **TURBOCHARGED/DIESEL ENGINES:** All of the above listed parts plus: turbocharger, waste gate controller, intercooler, compressor, clutch and pulley, fuel supply pump, injection pump, lines and nozzles.
3. **ENGINE COOLING:** Radiator, mounting brackets and coolant recovery tank, fan clutch, fan motor and blades, fan shroud, heater core, transmission cooler, low coolant sensor, heater control valve, temperature sensor and relay, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service.
4. **TRANSMISSION: AUTOMATIC** – Transmission case and all internally lubricated parts including: oil pump, valve body, main shaft, governor, clutches, bands, drums, gear sets, chain and sprockets, bearings, bushings, sealing rings, solenoids, electronic shift control unit, transmission mounts, cooler, cooler hoses and hard lines, vacuum modulator, dipstick and tube, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service.
5. **TRANSMISSION: STANDARD** – Transmission case and all internally lubricated parts including: main shaft, gear sets, shift forks, transmission mounts, front pump, synchronizers, chain and sprockets, bearings, bushings, electronic and vacuum engagement components, internal linkage, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service.
6. **FRONT WHEEL DRIVE:** Transfer case/Drive axle housing and all internally lubricated parts including: carrier case, gear sets, front pump, chain and sprockets, retainer & bearings, bushings, axle shafts, constant velocity joints, universal joints, final drive housing, transaxle housing, front hub bearings, locking hub assembly (4 X 4), transfer case, transfer case mount, drive shafts, drive shaft support, locking rings, supports, computer modules, internal linkage, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service.
7. **REAR WHEEL DRIVE:** Drive axle housing and all internally lubricated parts including: carrier case, gear sets, retainer & bearings, bushings, limited slip clutch pack, axle shafts, rear hub bearings, propeller shafts, constant velocity joints, universal joints, final drive housing, transaxle housing, drive shafts, drive shaft support, locking rings, supports, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service.
8. **STEERING:** Housing/case/cylinder and all internally lubricated parts including: control valve, rack and pinion valve assembly, power cylinder assembly, sector shaft, rack mounts and cushions, inner/outer tie rod ends, bellows/boots, speed sensor, steering gear assembly, pitman arm, all shafts/couplings, sealing rings,

bearings, bushings, center link, idler arm, electric and power steering pump and pulley, fluid reservoir, pressure and return hoses, cooler and lines, couplings, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service. **THIS COVERAGE DOES NOT INCLUDE REAR WHEEL STEERING COMPONENTS.**

9. **SUSPENSION:** Upper and lower control arms, radius arms & bushings, bump stop cushions, control arm shafts, torsion bar mounts and bushings, upper and lower ball joints including: dust boots, steering knuckle/spindle, wheel bearings and seals, stabilizer shaft, stabilizer linkage including mounts and bushings, king pins, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service. Front and Rear Wheel Alignment will also be included where required to complete Covered Repairs/ Services.
10. **BRAKES:** Master cylinder, assist booster, wheel cylinders, combination valve, front and rear brake calipers/actuators, hard lines and fittings, backing plates, springs and clips, retainers and self-adjusters, parking brake linkage and cables, anti-lock brake system, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service.
11. **AIR CONDITIONING:** Compressor (electric) and mounting brackets, clutch and pulley, evaporator, condenser, orifice tube, POA valve, expansion valve, accumulator, temperature control programmer, high/low pressure cutoff switches, high/low pressure hoses, pressure cycling switch, thermostat, drier, temperature control head, o-rings, heated/cooled seats, freon refrigerant (if necessary) in conjunction with a Covered Repair/ Service, and fasteners for the above listed components. Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/ Service.
12. **ELECTRICAL:** Instrument cluster including: speedometer, odometer, tachometer and all gauges, fuel gauge sending unit, turn signal switch, warning lights, factory burglary alarm, electronic entry systems including remote entry receiver, sunroof motor, power antenna motor, headlight motors, power trunk release motor, power seat motor, power window motors, regulators, and switch, power sliding door motor and switch, power door lock actuators and switch, power mirror motor, window defrosters (front and rear), wiper motor, windshield washer pump, relay, and switch, distributor, heater – A/C blower motor, convertible top motor and switch, brake light switch, backup light switch, neutral safety switch, cigarette lighter, clock, horn, alternator, voltage regulator, and starter.
13. **HYBRID/PLUG-IN ELECTRIC:** On-board computer system including: all relays, sensors, ECU & ECM (electric control units/electric control modules) driver information displays, controller/electronic throttle control system, AC charger, battery cooling system (including blower motor controller, blower assembly and ducts), and cooling system (including pumps and radiators, coolant storage bottle, coolant valve, hybrid con- denser). Seals, gaskets, and fluids will be covered ONLY in conjunction with a Covered Repair/Service.
14. **ON-BOARD MODULES/RELAYS/SENSORS/SYSTEMS:** All Vehicle control modules, sensors and relays including: engine control module/ systems and all related sensors/relays, all transmission and transfer case control modules and related sensors/relays, all ABS/traction control modules, sensors/relays, all air

conditioning control modules and related sensors/relays, all steering modules and related sensors/relays, all cruise control modules and all related sensors/relays/servo and engagement switch, Vehicle manufacturer installed anti-theft device, electronic controlled suspension modules and all related sensors/relays, all Vehicle avoidance modules and all related sensors/relays.

- 15. ENTERTAINMENT/NAVIGATION:** GPS/Navigation system, integrated radio/GPS, night vision system, and video components including: LCD screens, TV, DVD, DVR, Bluetooth and Video Game Player. **THIS COVERAGE APPLIES TO FACTORY INSTALLED UNITS ONLY AND DOES NOT INCLUDE CLEANING/ADJUSTING, PROGRAMING, OR UPDATES.**
- 16. CHASSIS:** Heated steering wheel, door handles, door hinges, door latches, ashtrays, hood latch release mechanism, hood struts, hood hinges, hood torsion bars, rear hatch hinges, rear hatch latches, rear hatch release mechanism, glove box hinges, glove box latch, and glove box lock.

### C. OPTIONAL SURCHARGE COVERAGE

#### OPTIONAL KEY FOB REPAIR/REPLACE COVERAGE

If Optional Key Fob Repair/Replace Coverage is selected in the Service Contract Information section on the Registration Page, the following coverage is provided under this Contract.

1. **KEY FOB REPAIR/REPLACE:** In the event Your key/fob/remote that operates Your Vehicle becomes inoperable, lost, or stolen, We will reimburse You up to \$1,000 per incident for the repair or replacement of an OEM (or like/kind/quality replacement) key/fob/remote. Your benefit increases to up to \$1,500 per incident, if Your vehicle qualifies as a Luxury Vehicle. **You must pay for the repair/replacement key/fob/remote in full and then provide a paid-in-full receipt, plus a copy of the qualifying repair order showing completed work, for reimbursement consideration.** The repair/replacement must occur at:
- a dealer or dealer group, if they have the ability to repair/replace the key/fob/remote for Your make and model;
  - one of Our authorized partner locations; or
  - through Our contracted mobile key Service Provider network.

Your benefit amount can be used for the reasonable repair or replacement Costs of: key inserts, metal key charge, key housing, remote housing/ transmitter, Bluetooth replacement, and any related Vehicle reprogramming expenses. This benefit is limited to 1 use per any 12 month period. You will only be covered for 1 key/fob/remote, if Your Vehicle is used, or 2, if Your Vehicle is new and You are the original owner.

2. **DAMAGED OR LOST KEY TRANSPORTATION BENEFIT:** In the event Your Vehicle key/fob/remote is lost or inoperable and You need to procure alternative transportation to Your: home, work, or Repair Facility, You are eligible for reimbursement of up to \$50 per occurrence for: a taxi, car service, hired car (UBER or Lyft), train fare, bus fare, or rental vehicle. Paid receipts for this benefit must be presented within 45 days of a covered claim origination for reimbursement consideration. This benefit is limited to 1 use per any 12 month period.

3. **ADDITIONAL LOST KEY BENEFIT:** In the event Your Vehicle key/fob/remote chain is lost and contained other keys (home, office, garage, or padlock keys only), You will be reimbursed up to \$100 per incident to replace those keys. This benefit also covers the expense of a locksmith to replace keys for home or office, up to the original \$100 maximum benefit. This benefit is limited to 1 use per any 12 month period. Paid receipts for this benefit must be presented within 45 days of a covered claim origination for reimbursement consideration.

#### **OPTIONAL MAINTENANCE COVERAGE (INITIAL 12 MONTHS)**

If Optional Maintenance Coverage is selected in the Service Contract Information section of the Registration Page, the following coverage is provided for the initial 12-month period of this Contract.

1. **OIL/FILTER CHANGE:** Your Vehicle's oil and filter will be removed/replaced, per the manufacturer's recommended quart quantity, at each Service Interval. You will be eligible for a maximum of 3 oil/filter changes during the initial 12-month period of this Contract. Each oil/filter change will have a maximum reimbursement of \$50.
2. **COOLANT SERVICE & CHASSIS LUBRICATION:** You will be eligible for a one-time reimbursement of \$40 during the initial 12-month period of this Contract, if Your Vehicle's cooling system is drained and refilled with fresh anti-freeze. Reimbursement may also include any Costs associated with the Repair Facility's inspection of Your Vehicle's radiator, hoses, belts, and clamps, pressure checks, and chassis lubrication.
3. **BRAKE PADS:** You will be eligible for a one-time reimbursement of \$150 towards the replacement of Your Vehicle's front and/or rear brake pads/shoes, if they are worn in excess of 80% and replaced during the initial 12-month period of this Contract
4. **WINDSHIELD WIPER BLADES:** You will be eligible for a reimbursement of \$75 towards the replacement of Your Vehicle's front and/or rear wiper blades once per any 12-month period, if replaced during the initial 12-month period of this Contract
5. **BATTERY:** You will be eligible for a one-time reimbursement of \$100 during the initial 12-month period of this Contract, if You can show proof that Your Vehicle's battery was replaced during the maintenance window stated in this section.

#### **OPTIONAL TIRE REPAIR/REPLACE COVERAGE**

If Optional Tire Repair/Replace Coverage is selected in the Service Contract Information section on the Registration Page, the following coverage is provided under this Contract.

1. **TIRE REPAIR/REPLACE:** This section specifically refers to the tires on Your Vehicle. These benefits are afforded to You **ONLY** in the event Your Vehicle incurs damage due to a covered Road Hazard incident. This is a repair benefit first, meaning We will use Tire Industry Association (TIA) approved repair methods and services to repair Your covered tire. In the event a covered tire cannot be repaired and/or can no longer hold an airtight seal, We will replace it. All repairs must be completed by an authorized Repair Facility or an authorized mobile repair specialist.

**AFTERMARKET TIRE PROVISION:** If Your Vehicle has damage to an Aftermarket Tire, please be advised that it may not be possible to locate an exact matching replacement tire. Aftermarket Tires are generally discontinued after a certain time period.

2. **GENERAL TIRE BENEFITS:** Your tires are **ONLY** eligible for repair/replacement, if the tire's tread depth is greater than 2/32 of an inch at the time the covered Road Hazard incident occurs. If the tread depth of the damaged tire is 2/32 of an inch or less at the time the Road Hazard incident occurs, it is considered to be unsafe for normal operation according to TIA safety standards, and is **NOT** eligible for repair or replacement under this Contract.
3. **TIRE REPAIR:** If the covered tire can be safely repaired according to TIA repair standards, We will pay the cost of the tire repair subject to the terms, conditions, and limits, in this section. The maximum amount payable for a tire repair is the local advertised retail charge or \$50 per occurrence, whichever is less. You are responsible for any amounts exceeding the per occurrence limit.
4. **TIRE REPLACEMENT:** If the covered tire cannot be safely repaired per TIA standards, due to circumstances such as side wall punctures, tears, punctures too large to be patched, and/or tire manufacturer safety or performance requirements, We will pay the cost of the tire replacement subject to the terms, conditions, and limits in this section. Replacement tire costs will not exceed the Manufacturer's Suggested Resale Price (MSRP), the advertised price of the Repair Facility, or \$125 per occurrence, whichever is less. We reserve the right to ship replacement tires, if the Cost of the local Repair Facility exceeds national MSRP averages or Our discounted national repair pricing is less. You are responsible for any amounts exceeding the per occurrence limit.
5. **MOUNTING AND BALANCING:** This benefit covers the reasonable Cost of mounting, balancing, valve stems, and disposal for any covered tire repaired or replaced under this section, including wheel mounting hardware and shop supplies. When a covered tire is damaged by a Road Hazard, mounting and balancing will only be covered once per covered tire/wheel assembly. Reasonable cost for replacement tire mounting and balancing will not exceed the local advertised retail charge or \$40 per tire, whichever is less.

**TIRE EXCLUSIONS: Any damage resulting from the following conditions or circumstances will be excluded from coverage under the terms and conditions of this Contract:**

1. **DAMAGE CAUSED BY COLLISIONS/AUTO ACCIDENTS, VANDALISM, ACTS OF NATURE INCLUDING SEVERE WEATHER.**
2. **GRADUAL REDUCTION OF APPEARANCE CAUSED BY EXPOSURE TO FIRE, WATER, SALTWATER, SAND, ROAD CHEMICALS, DIRECT SUNLIGHT, ETC.**
3. **DAMAGE RESULTING FROM OFF ROAD OPERATION OF THE VEHICLE.**
4. **DAMAGE RESULTING FROM CONTACT WITH PERMANENTLY STATIONED OBJECTS SUCH AS GUARD RAILS, PARKING ABUTMENTS, OR SPEED CONTROL DEVICES, ETC.**
5. **ANY DAMAGE NOT CAUSED BY A ROAD HAZARD INCIDENT.**
6. **ANY DAMAGE THAT IS COVERED BY YOUR AUTO INSURANCE COVERAGE, AN OEM PRODUCT WARRANTY, OR AN OEM RECALL.**
7. **ANY DAMAGE RESULTING FROM ACTS OF FRAUD, THEFT, NEGLIGENCE, OR MISUSE.**
8. **ANY VEHICLES USED FOR COMMERCIAL PURPOSES.**



9. ANY DAMAGE TO A WHEEL. THIS CONTRACT DOES NOT COVER WHEEL REPAIRS OR WHEEL REPLACEMENTS.
10. AFTERMARKET TIRES THAT EXCEED THE OEM SPEED RATING, ARE OVERSIZED, AND/OR ARE DESIGNED FOR OFF ROAD USE ARE ALSO SPECIFICALLY EXCLUDED FROM COVERAGE.

#### D. ANCILLARY BENEFITS

1. **EMERGENCY ROADSIDE AND TOWING SERVICE:** If Your Vehicle has experienced a Breakdown or Vehicle disablement, and is in need of:
  - a. Towing or Jumpstart,
  - b. Flat tire Change (with inflated spare),
  - c. Fluid Delivery (oil, water, or fuel) **cost of fluids not included**, or
  - d. Lock out assistance (**entry into passenger compartment only**),

We will dispatch a service provider to Your location. Your benefit includes “sign & drive” services under this Contract up to a maximum of \$150 per use/incident. Sign & drive means You incur no out of pocket expenses up to the \$150 maximum benefit per use/incident. Any fees above the per use/incident maximum will be at Your own expense and will not be reimbursed. **A maximum 3 uses per any 12 month period during the Contract Term and a maximum of 1 use per any 72-hour period. You may also submit receipts for reimbursement consideration, if You arrange Your own service. All receipts must be submitted to Us within 45 days of incident.**

Emergency Roadside services are provided only for unmodified single rear-axle, four wheeled registered, and licensed light duty motor vehicles weighing less than 9,500 lbs./4,300 kg used for private, on-road transportation, including passenger vehicles and light duty trucks.

Emergency Roadside services are provided to You in emergency situations only when Your Vehicle (due to an unforeseen disablement or unavoidable incident) is unable to be driven safely. Services are not designed to be provided when the disablement is caused by poor or non-existent vehicle maintenance, nor does this benefit cover services required for Your Vehicle due to an automobile accident or damage incurred by acts of nature such as: floods, hurricanes, tornadoes, earthquakes, and hail.

Services provided by Quest Towing Services will not be available in areas not regularly traveled, such as vacant lots, beaches, open fields, roads closed during the season of the request, or other places which would be hazardous for the Service Provider to reach. Quest Towing Services is not responsible for service in areas that restrict or ban access to motorist such as turnpikes and other governed highways, including toll roads.

Please refer to the How To Make A Claim section of this Contract for specific instruction on how to submit documentation or how to contact Our Customer Service and Claims departments. For Emergency Roadside Assistance, call Us Toll-Free, 24 Hours a day, 7 days a week at (844) 283-7317 and We will dispatch a service provider to Your location.

2. **RENTAL CAR OR ALTERNATIVE TRANSPORTATION REIMBURSEMENT:** In the event Your Vehicle is kept overnight for a Covered Repair/ Service, You may be reimbursed for up to 5 days, at \$50 per day (\$250 maximum benefit), for rental car or alternative transportation reimbursement expenses You incur. Alternative transportation includes a taxi, car service, rideshare (such as Uber, Lyft, etc.), train fare, or bus fare. **You must pay for Your rental car/alternative transportation expenses in full and then provide a paid-in-full receipt, plus a copy of the qualifying repair order showing completed work, for reimbursement consideration. All receipts must be submitted to Us within 45 days of incident. Rental car/alternative transportation reimbursement is not covered for shop scheduling or shop delays.**
3. **TRIP INTERRUPTION:** In the event of a Breakdown resulting in a Covered Repair/Service of Your Vehicle, We will reimburse You for motel/hotel lodging and restaurant expense incurred, providing You are in excess of 100 miles from Your primary residence. Such expense shall be limited to \$150 per day and \$450 per occurrence. **Reimbursement is limited to downtime for Covered Repairs/Services and ends at the date of repair completion.**
4. **PROMOTIONAL REWARDS AND DISCOUNTS:** You are entitled to receive \$500 in Reward Dollars, which You can use to save on things like shopping, dining, and travel. You access and use Your rewards and related benefits online via computer or mobile device at [www.mydigitalvehiclerewards.com](http://www.mydigitalvehiclerewards.com). Action on Your part is required to use Your rewards. Your rewards are free to You. You are under no obligation to use Your rewards. As long as You have an active Contract, and as long as You have a reward balance, You can redeem Your rewards. Your rewards are not gift cards or gift certificates and have no cash value. Your rewards are not for re-sale and are subject to change and availability.

## **E. YOUR RESPONSIBILITIES**

**PREVENT FURTHER DAMAGE:** In the event of a Breakdown, You must take immediate action to prevent further damage to the Vehicle. This Contract does not cover damage caused by continued operation of the Vehicle in a failed state or failing to timely repair a failed component.

**MAINTENANCE REQUIREMENTS:** In order to receive benefits under the terms of this Contract, You must have the Vehicle checked and serviced according to the manufacturer's recommendations and maintain verifiable receipts for the maintenance services performed. If You perform the maintenance services, then You must maintain verifiable receipts showing purchase of all parts and materials necessary to perform the maintenance services, along with a statement showing the date on which they were performed. We may require that You submit proof of maintenance services when a claim is filed and failure to do so may result in denial of coverage.

**SUBROGATION:** If We pay for a loss, We may require You to assign to Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. **IF THE BREAKDOWN IS COVERED UNDER ANY OTHER OEM, DEALER, DISTRIBUTOR WARRANTY, SERVICE CONTRACT, RECALL, OR REPAIR ADJUSTMENT ("OTHER COVERAGE"), WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE**

**PAYMENTS DUE UNDER THIS CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.**

**F. LIMITS OF LIABILITY**

1. **CONTRACT COVERAGE:** In the event of Breakdown of a Covered Part, We agree to pay for or reimburse You for Covered Repairs/Services for the Cost of parts and labor, to repair or replace a Covered Part less applicable Deductible, subject to the terms, conditions, and limitations herein.
2. **LIMITS OF LIABILITY:** For any one repair visit, all benefits paid or payable shall not exceed the Actual Cash Value of Your Vehicle at the instant prior to the most recent loss. Actual Cash Value is determined by using the most current NADA "Average Trade-In" value available for Your Vehicle based on Your zip code. The aggregate total of all benefits paid or payable during this Contract Term shall not exceed the NADA value for Your Vehicle at the time of purchase or \$15,000, whichever is greater.
3. **DIAGNOSTICS COVERAGE:** We will pay for reasonable, necessary, and customary diagnostic charges incurred in conjunction with a Covered Repair/Service, 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 NOT A COVERED REPAIR/SERVICE OR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.**
4. **CONSEQUENTIAL DAMAGE COVERAGE:** We will pay for the replacement of brake pads, belts, and hoses that are damaged and require replacement as a direct result of a Breakdown of a Covered Part and an authorized Covered Repair/Service. This coverage includes disc brake rotors or brake drum resurfacing. **Consequential Damage to any other part(s) is expressly excluded from coverage under this Contract.**
5. **FLUID COVERAGE:** We will pay for replacement of necessary fluids, oils, grease, and lubricants and approved A/C gases that must be replaced in conjunction with a Covered Repair/Service. **THIS COVERAGE DOES NOT INCLUDE ANY CHARGES FOR SHOP SUPPLIES.**

**G. EXCLUSIONS**

This Contract will NOT PAY or reimburse You for any part or condition excluded throughout this Contract or for:

1. **ANY REPAIR, REPLACEMENT, OR SERVICE THAT OCCURS OUTSIDE OF THE UNITED STATES AND CANADA.**
2. **ANY REPAIR, REPLACEMENT, OR SERVICE THAT WAS NOT PRE-AUTHORIZED BY US.**
3. **ANY CLAIM THAT IS NOT REPORTED TO US WITHIN 45 DAYS FROM THE DATE OF THE COMPLETED COVERED REPAIR, REPLACEMENT, OR SERVICE.**
4. **ANY REPAIR, REPLACEMENT, OR SERVICE THAT IS NEEDED AS A RESULT OF A MANUFACTURER DEFECT.**
5. **ANY REPAIR, REPLACEMENT, OR SERVICE THAT IS NEEDED, BUT IS CAUSED BY A COLLISION/AUTO ACCIDENT, MISUSE, ABUSE, NEGLIGENCE, ACT OF FRAUD, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF A REPAIR FACILITY TO PERFORM PROPER REPAIRS), IMPROPER TOWING, THE LACK**

- OF PROPER MAINTENANCE, AND/OR ALTERATIONS/ MODIFICATIONS/ ADDITIONS TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER.
6. ANY CLAIM FOR A REPAIR, REPLACEMENT, OR SERVICE NOT COVERED UNDER THIS CONTRACT OR FOR A PART THAT IS NOT COVERED UNDER THE COVERAGE LEVEL YOU SELECTED ON THE REGISTRATION PAGE.
  7. ANY REPAIRS, REPLACEMENTS, OR SERVICES COVERED BY A DEALER, INSURANCE COMPANY, WARRANTY, OR MANUFACTURER (INCLUDING A MANUFACTURER RECALL CAMPAIGN).
  8. ANY CLAIM, IF YOUR VEHICLE IS USED FOR COMMERCIAL USE, COMPETITIVE DRIVING OR RACING, PRINCIPALLY OFF ROAD USE, AND/OR IS A VEHICLE THAT IS RATED MORE THAN 1 TON.
  9. ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, THE LACK OF COOLANTS/LUBRICANTS, SLUDGE, OR RESTRICTED OIL FLOW.
  10. HAZARDOUS WASTE DISPOSAL CHARGES, BATTERY DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, OR THE CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ODORS/WATER LEAKS.
  11. LIABILITY FOR ANY PERSONAL EXPENSES (EXCEPT AS OUTLINED IN SECTION E., ANCILLARY BENEFITS), DAMAGE TO PROPERTY, INJURY, OR DEATH ARISING FROM THE OPERATION OF YOUR VEHICLE, WHETHER OR NOT THE CAUSE IS RELATED TO A COVERED REPAIR, REPLACEMENT, OR SERVICE.
  12. ANY BREAKDOWN OF A COVERED PART OR A NON-COVERED PART RESULTING FROM CONSEQUENTIAL DAMAGE, EXCEPT AS LISTED UNDER THE CONSEQUENTIAL DAMAGE COVERAGE PORTION OF SECTION G., LIMITS OF LIABILITY.
  13. BATTERY AND BATTERY CABLE/HARNESS, MOBILE CONNECTOR, WALL CONNECTOR, ANY FUTURE CONNECTORS, AND ANY RELATED CHARGING ADAPTERS, INTERIOR LED LIGHTING, STANDARD TRANSMISSION CLUTCH ASSEMBLY, FRICTION CLUTCH DISC AND PRESSURE PLATE, SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS), GLASS, LENSES, SEALED BEAMS, LIGHT BULBS, FUSES, CIRCUIT BREAKERS, CELLULAR PHONES, GAME CENTERS, SPEAKERS, REMOTE CONTROL CONSOLES, RADAR DETECTION DEVICES, BRAKE ROTORS AND DRUMS, ALL EXHAUST COMPONENTS, AND THE FOLLOWING EMISSION COMPONENTS: HOSES, LINES, CATALYTIC CONVERTER/FILTERING, EMISSION VAPOR SENSORS; WEATHER STRIPS, TRIM, MOLDINGS, BRIGHT METAL CHROME, UPHOLSTERY AND CARPET, PAINT, OUTSIDE ORNAMENTATION, BUMPERS, BODY SHEET METAL AND PANELS, FRAME AND STRUCTURAL BODY PARTS, VINYL AND CONVERTIBLE TOPS, TIRES, AND/OR WHEELS/RIMS. EXTERNAL NUTS, BOLTS, AND FASTENERS ARE NOT COVERED UNLESS SPECIFICALLY LISTED IN THE SCHEDULE OF COVERAGES (EXCEPT WHERE REQUIRED IN CONJUNCTION WITH A COVERED REPAIR/SERVICE).
  14. PRE-EXISTING CONDITIONS THAT EXISTED PRIOR TO THE PURCHASE DATE OF THIS CONTRACT. THESE ARE NOT INCLUDED UNDER ANY CIRCUMSTANCE.

15. ANY NON-U.S. SPECIFICATION MODEL VEHICLE, GREY MARKET VEHICLE, OR ANY VEHICLE: WITH A BRANDED OR SALVAGED TITLE, THAT WAS DECLARED A TOTAL LOSS OR LEMON, THAT WAS REPOSSESSED, OR THAT HAD THE ORIGINAL MANUFACTURER'S WARRANTY VOIDED FOR ANY REASON.
16. ANY DAMAGE CAUSED BY ACTS OF CRIME/NATURE INCLUDING, BUT NOT LIMITED TO: FALLING OBJECTS, THEFT, LARCENY, EXPLOSIONS, LIGHTNING, EARTHQUAKES, HURRICANES, TORNADOES, HAIL, FIRES, WINDSTORMS, WATER, FLOODS, SUBMERSION, FREEZING TEMPERATURES, VANDALISM, RIOTS, CIVIL COMMOTION, LABOR DIFFICULTIES, MALICIOUS MISCHIEF, ACTS OF GOD, NATURAL DISASTERS, ETC.
17. ANY INVOICE PRESENTED TO US FOR PAYMENT IN WHICH THE REPAIRS, REPLACEMENTS, OR SERVICES WERE NOT PERFORMED AS DESCRIBED, AT THE TIME OF AUTHORIZATION.
18. THE GRADUAL REDUCTION IN A COVERED PART'S OPERATING PERFORMANCE, INCLUDING LEAKAGE FROM SEALS AND GASKETS.
19. ANY CLAIM FOR ANY REPAIR, REPLACEMENT, OR SERVICE THAT OCCURS DURING THE MANDATORY WAITING PERIOD, OTHER THAN EMERGENCY ROADSIDE ASSISTANCE.
20. ANY CLAIM, IN WHICH YOUR VEHICLE'S ODOMETER HAS BEEN ALTERED, DISCONNECTED, OR IS INOPERABLE. IF THE ODOMETER BECOMES INOPERABLE DURING THE TERM OF THIS CONTRACT, YOU MUST IMMEDIATELY NOTIFY US AND WITHIN 15 DAYS OF THE ODOMETER BECOMING INOPERABLE PROVIDE DOCUMENTATION PROVING THAT THE ODOMETER HAS BEEN REPAIRED.
21. ANY CLAIM FOR ANY PART OR REPAIR THAT A REPAIR FACILITY OR MANUFACTURER RECOMMENDS TO BE REPAIRED, REPLACED, ADJUSTED, OR UPDATED (INCLUDING UPDATING SOFTWARE OR PROGRAMMING), IN CONJUNCTION WITH A COVERED REPAIR/ SERVICE WHEN A BREAKDOWN OF THAT PART HAS NOT OCCURRED. THIS INCLUDES MODIFICATION, REPLACEMENT, OR ALTERATION OF ORIGINAL SYSTEMS NECESSITATED BY THE REPLACEMENT OF AN OBSOLETE, SUPERSEDED, REDESIGNED, OR UNAVAILABLE PART.

#### H. HOW TO MAKE A CLAIM

In the event of a Breakdown/incident DURING OUR NORMAL BUSINESS HOURS (M-F 7-5, Sat. 8-3 CST), You must:

1. Take immediate action to prevent any further damage to Your Vehicle.
2. Take Your Vehicle to an authorized Repair Facility, and provide this Contract or Contract number, if possible.
3. Contact Us at (844) 283-7317 for prior authorization and a claim number, before work is commenced.
4. Provide "tear down authorization" when requested by Us, so that the Repair Facility can provide an accurate diagnosis and repair estimate. You will be responsible for any charges associated with the tear down, if it is determined that the Breakdown is not a Covered Repair/Service under this Contract.

5. Within 45 days of the completed Covered Repair/Service, You may provide Us with any required documents by mailing them to: Axiom Product Administration LLC, 1 Progress Point Parkway, Suite 101, O'Fallon, MO, 63368. You may also scan Your documents and email them to Us at programclaims@axiomadmin.com, or by FAX to (636) 614-0519.

Pre-authorization is granted based on the information We are provided. If any documentation submitted does not substantiate the information provided during the authorization call, Your claim may be denied. The amount authorized by Us is the maximum amount that will be paid for repairs or replacement covered under this Contract. Any additional amounts must receive prior authorization from Us.

In the event of a Breakdown/incident OUTSIDE OUR NORMAL BUSINESS HOURS, You may either elect to wait for authorization or proceed with repairs. If You proceed with repairs without Our prior authorization, You will be reimbursed for incurred expenses in accordance with all terms, conditions, exclusions, and restrictions of this Contract. In order to be eligible for reimbursement, 1) the damaged part(s) must be retained for inspection upon Our request, and 2) You must contact Us within 2-3 business days. If You are not able to contact Us within this timeframe, it may impact reimbursement consideration. You will be responsible for repair Costs, if it is determined that the Breakdown/incident was not a Covered Repair/Service under this Contract. All claim documentation must be received within 30 days of a completed Covered Repair/Service to be eligible for payment.

## I. CANCELLATION

1. **CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days of the Purchase Date, We will refund Your entire Contract Purchase Price. If You cancel this Contract after the first 30 days of the Purchase Date, We will refund the unearned Contract Purchase Price to You, less a \$50 administrative fee and less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis and will be the lesser of the amount determined based on the unused Term Months or Term Miles.
2. **CANCELLATION BY US:** We may cancel this Contract during the first 30 days of the Purchase Date for any reason. After 30 days of the Purchase Date We may cancel this Contract based on one or more of the following reasons:
  - (a) non-payment of the Contract Purchase Price;
  - (b) a material misrepresentation made by You; or
  - (c) a substantial breach of duties by You relating to the Vehicle or its use.

If We cancel this Contract within 30 days of the Purchase Date, We will refund you 100% of the Contract Purchase Price. If We cancel after 30 days of the Purchase Date, We will refund the unearned Contract Purchase Price to you less a \$50 administrative fee, and less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis and will be the lesser of the amount determined based on the unused Term Months or Term Miles.

3. **LIENHOLDER RIGHTS:** If a Lienholder is listed on the Registration Page, then the Lienholder will be named on the refund check. If the Vehicle and this Contract have been financed, the Lienholder shown on the Registration Page may cancel this Contract for non-payment or if the Vehicle is declared a total loss or is repossessed and has the right to receive any portion of the refund amount. This right of cancellation does not confer ownership of this Contract to the Lienholder or otherwise entitle the Lienholder to performance under this Contract.

#### J. TRANSFER

You may transfer this Contract to another owner but not to another Vehicle. To transfer this Contract You must mail the following items to Us within 30 days of transfer of Vehicle ownership:

- (1) a completed transfer form (or a letter showing Your authorization to transfer);
- (2) a Bill of Sale to the Transferee (New Vehicle Owner) (or a letter stating the sale of the Vehicle that contains the name and address of the Transferee);
- (3) a legible copy of the front page of this Contract; and
- (4) a check for \$50 payable to Us, for the transfer fee.

**This Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. To request a transfer form please contact Our Customer Service Department by calling (844) 283-7317.**

**The right to transfer this Contract is only afforded to the original purchaser.**

#### K. OBLIGATIONS

Obligations under this Contract are insured under an insurance policy issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, except in Georgia, New York, and Wisconsin.

In Georgia, the Obligor insured under an insurance policy issued by the Insurance Company of the South, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738.

In New York and Wisconsin, the Obligor insured under an insurance policy issued by the Blue Ridge Indemnity Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738.

If the Obligor fails to pay an authorized claim within 60 days, or if the Obligor becomes insolvent or ceases to conduct business during the Term of this Contract, You may submit Your claim directly to the applicable insurer at the above address for consideration.

#### L. ARBITRATION

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association at the time of the dispute. A judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration, unless the law of resident State, at the time of purchase, dictates otherwise.

## M. STATE AMENDMENT

These special state disclosures apply, if Your Contract was delivered in one of the following states. **STATE LAW:** If any disclosure in this Contract conflicts with the laws of the state in which it was issued, the disclosure is hereby amended to conform to the state law. The remaining disclosures in this Contract will remain in full force.

**TEXAS:** Section I., Cancellation, items 1. and 2. are deleted and replaced with the following:

1. **CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days We will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund, only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lessor refund, less an administrative fee of \$50.
2. **CANCELLATION BY US:** We may cancel this Contract during the first 30 days of the Purchase Date for any reason. After 30 days of the Purchase Date We may cancel this Contract based on one or more of the following reasons:
  - (a) non-payment of the Contract Purchase Price;
  - (b) a material misrepresentation made by You; or
  - (c) a substantial breach of duties by You relating to the Vehicle or its use.

If We cancel this Contract within 30 days of the Purchase Date, We will refund you 100% of the Contract Purchase Price. If We cancel after 30 days of the Purchase Date, We will refund the unearned Contract Purchase Price to you less a \$50 administrative fee. The unearned Contract Purchase Price will be calculated on a pro-rata basis and will be the lesser of the amount determined based on the unused Term Months or Term Miles. If We cancel this Contract for any reason other than non-payment of the Contract Purchase Price, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice of cancellation to You at least 5 days before the cancellation date stating the cancellation date and reason for cancellation.

Section K., Obligations, is deleted and replaced with the following:

Obligations under this Benefit Program are insured under an Insurance Policy issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256. In the event We cease to operate, are bankrupt or Your claim is not paid within 45 days after proof of loss has been filed, You may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.



## Payment Plan Agreement

Buyer	Customer #	Seller	Dealer #:
Name:		Name:	
Address:		Address	
City, State, Zip:		City, State, Zip:	
Phone:		Phone:	
E-Mail:		Salesperson:	Email:

Vehicle Information		Contract Effective Date:	
Make:	Model:	Year:	Odometer:
VIN:		Coverage Term: (in months)	Coverage Mileage: (in Miles)
Coverage Plan Name		Coverage Type	

You, the Buyer, may buy the vehicle service contract or other ancillary product ("Service Contract") for the total cash price shown in the Itemization or according to the terms of this Payment Plan Agreement ("Agreement"). By signing this Agreement, you choose to buy the Service Contract from the Seller and pay for it according to this Agreement. The Service Contract is issued by

AXIOM Product Administration  
("Administrator"). The Service Contract number is provided at the top of this Agreement. You and we agree to be bound by the terms of the Agreement. "We," "us" and "our" refer to the Seller shown above, and, upon assignment of this Agreement, to PayLink Payment Plans, LLC dba PayLink Direct ("PayLink Direct"). The Important Disclosures below are part of this Agreement.

Excepted as checked, you have purchased the Service Contract primarily for personal, family or household use.

Agricultural       Business

Itemization of Payment Plan Amount:		
(a)	CASH PRICE <i>(before taxes)</i>	\$
(b)	TAXES on SALE	\$ 0.00
(c)	TOTAL CASH PRICE <i>(a + b)</i>	\$
(d)	DOWN PAYMENT	\$
(e)	TOTAL UNPAID BALANCE <i>(c - d)</i>	\$

**IMPORTANT DISCLOSURES**

<p align="center"><b>ANNUAL PERCENTAGE RATE</b></p> <p>The cost of your credit as a yearly rate.</p> <p align="center"><b>0.00%</b></p>	<p align="center"><b>FINANCE CHARGE</b></p> <p>The dollar amount the credit will cost you.</p> <p align="center"><b>\$ 0.00</b></p>	<p align="center"><b>Amount Financed</b></p> <p>The amount of credit provided to you or on your behalf.</p> <p align="center">\$ _____</p>	<p align="center"><b>Total of Payments</b></p> <p>The amount you will have paid after you have made all payments as scheduled.</p> <p align="center">\$ _____</p>	<p align="center"><b>Total Sale Price</b></p> <p>The total cost of your purchase on credit including your down payment of</p> <p align="center">\$ _____</p>
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**Your Payment Schedule Will Be:**

Number of Payments	Amount of Each Payment	When Payments Are Due
	\$ _____	

**Security Interest:** You are giving us a security interest in any refund due upon cancellation of the Service Contract.

**Late Charge:** Except as provided below, if you do not make your full payment within 5 days of its scheduled due date, you will pay a late charge of the lesser of \$20 or 5% on the part of the payment that is late. If you live in Arizona, California, Colorado, the District of Columbia, Florida, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, Missouri, New York, Oklahoma, South Carolina, Virginia, West Virginia, Wisconsin or Wyoming, your late charge will be the lesser of \$10 or 5% of the part of the payment that is late if you do not make your payment within 10 days of its scheduled due date. If you live in Maine, Massachusetts, Mississippi, or South Dakota your late charge will be the lesser of \$5 or 5% of the part of the payment that is late if you do not make your payment within 15 days of its scheduled due date. If you live in North Carolina, your late charge will be the lesser of \$6 or 5% of the part of the payment that is late if you do not make your payment within 10 days of its scheduled due date.

**Prepayment:** If you pay early, you will not have to pay a penalty.

**Please read this Agreement for additional information about security interests, non-payment, default, and any required repayment in full before the scheduled date.**

**PAYMENT OPTIONS:** You have paid Seller the Down Payment in the amount set forth above. You will make your remaining payments as scheduled and disclosed in the Important Disclosures to the Seller, or upon assignment, PayLink Direct, using the payment option below.

Payment Processing Center: PayLink Direct 222 S. Riverside Plaza, Suite 950 Chicago, IL 60606  
 ph. 800.839.7940 | fx.312.261.4888 | www.mypaylinkdirect.com

\*THE TERMS OF THIS AGREEMENT ARE CONTAINED ON MORE THAN ONE PAGE.\*

**AUTHORIZATION FOR CREDIT OR DEBIT CARD PAYMENT**

You authorize us to make the applicable number of consecutive monthly charges to your credit/debit card account listed below, in the amount and on the dates specified in the Important Disclosures above (plus late charges and returned payment charges, if any). This authority will remain in effect until the Payment Plan Amount is paid in full, together with applicable charges if any, or until we receive written notification of termination from you in time to allow reasonable opportunity to act on such notification. You agree to notify us in writing of any changes in your account information or termination of this authorization at least 15 days prior to the next payment date. If you change your credit/debit card account, this authorization remains effective for your new account.

**Card Number:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**NOTICE TO CONSUMER:** (1) Do not sign this Agreement before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of this Agreement. (3) You have the right to cancel the Service Contract at any time and make no further payments. (4) You have the right to pay in advance the full amount due without penalty. (5) Keep this Agreement to protect your legal rights.

**BY SIGNING BELOW OR BY MAKING YOUR FIRST PAYMENT AFTER YOU HAVE RECEIVED A MAILED OR ELECTRONIC COPY OF THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, INCLUDING THE ARBITRATION PROVISION BELOW, AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

<b>BUYER</b>	<b>SELLER</b>
X	By: X
Signature _____ Date _____	Signature _____ Date _____

In accordance with the terms and conditions of the agreement between Seller and Paylink Direct, Seller hereby assigns its right, title, and interest in this Agreement to PayLink Direct, at 222 S. Riverside Plaza, Suite 950 Chicago, IL 60606

**ADDITIONAL TERMS AND CONDITIONS**

**PROMISE TO PAY.** You agree to pay us the Payment Plan Amount according to the terms of this Agreement.

**LATE CHARGE AND RETURNED PAYMENT CHARGES.** You agree to pay the late payment charges specified in the Important Disclosures. The applicable late charge is based upon your state of residence at the time you sign or ratify this Agreement.

**Except as provided below,** if any payment you make is returned unpaid for any reason, after we make any demand applicable law requires and wait the time applicable law requires, you agree to pay us a returned payment charge of \$25. If you live in Arizona or Massachusetts, you agree to pay a returned payment charge of \$10. If you live in California, Missouri or Wisconsin, you agree to pay a returned payment charge of \$15. If you live in Connecticut, Idaho, New York or Utah, you agree to pay a

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returned payment charge of \$20. If you live in the **District of Columbia, Iowa or Wyoming**, you will not pay returned payment charges. If you live in **Maine, Virginia, or Vermont**, you will be liable for returned payment charges as prescribed by a court if we take action against you.

All late charges, returned payment charges, or other fees you incur must be paid in the next monthly payment and in accordance with the payment option you select and/or in effect at the time of the next monthly payment.

**CANCELLATION AND ASSIGNMENT OF RIGHTS.** You have the right to cancel the Service Contract at any time in accordance with the terms of the Service Contract. If you exercise the right to cancel the Service Contract before making all payments, you agree to send written notice of the cancellation to the Administrator and us. You authorize us to direct the Administrator/Seller to cancel the Service Contract if we do not receive any payment within 10 days of the scheduled payment date, as applicable law allows.

You hereby grant us a security interest in and assign to us your right to receive refunds pursuant to the Service Contract. If the Service Contract is cancelled before you have paid the full Payment Plan Amount and any other fees or charges due to us under this Agreement, any refund due to you after proceeds are applied to your outstanding obligations under this Agreement (the "Buyer Refund") will be paid to you. The Buyer Refund is calculated in the manner described in the Service Contract but based on amounts actually paid by you rather than the Total Sales Price of the Service Contract. If you are entitled to a Buyer Refund, you will receive the refund from the Seller or the Administrator of the Service Contract. No assignee of the Seller shall have a contractual or other responsibility under this Agreement or the Service Contract to pay or calculate such refund, or for the performance of any other services required by the Service Contract.

**PAYMENTS AFTER CANCELLATION.** Any payment you make after we receive a notice of cancellation will not constitute a reinstatement of the Service Contract but will be applied to your outstanding obligations under this Agreement. Neither the acceptance nor the application of any payment will constitute the reinstatement of Service Contract or constitute a waiver of any default hereunder.

**DEFAULT.** If you fail to make any payment when due or, subject to the requirement in this section, fail to comply with any other provision in this Agreement (default), after notice and any right to cure required by applicable law, we have the right to cancel the Service Contract and take any action permitted by law to collect what you owe. Upon cancellation, you agree that we may collect and receive any refunds or proceeds with respect to the Service Contract. We will apply those refunds and proceeds to your outstanding obligations under this Agreement. If there is a surplus in excess of \$1.00, you are entitled to the surplus. Except where prohibited by applicable law, you hereby release and discharge us from any liability for damages with respect to cancellation of the Service Contract due to default and you shall indemnify and hold us harmless from any liabilities, claims, damages or causes of action for any action taken as a result of your default under this Agreement. Our failure to require strict performance of any provision in this Agreement or to exercise any of our rights under this Agreement will not waive or relinquish any future right under this Agreement.

\*\*If required by applicable law, we will only consider the failure to comply with other provisions of this Agreement an event of default if our prospect of payment, performance, or realization of collateral is significantly impaired. Where required, we bear the burden of establishing significant impairment.

**POWER OF ATTORNEY.** In the event you default under the terms of this Agreement, and if allowed by applicable law, you hereby irrevocably appoint us as your true and lawful attorney-in-fact with respect to the Service Contract until all amounts payable hereunder are paid in full. If allowed by applicable law, you agree that we will have full power under this power of attorney to (i) cancel or reinstate the Service Contract, (ii) endorse or execute, in your name, all checks issued and all other documents or instruments relating to the Service Contract, (iii) receive, demand, collect or sue for any amounts relating to the Service Contract due and owing to us by the Administrator, insurer, Seller, or other obligor and (iv) take such other actions as are necessary to further the purposes of this Agreement.

**ACCEPTANCE, RATIFICATION, ACCURACY.** This Agreement shall be effective when signed by you and us, or where applicable, upon the first of the following events to occur after we mail you a copy of the

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ph. 800.839.7940 | fx.312.261.4888 | [www.mypaylinkdirect.com](http://www.mypaylinkdirect.com)

\*THE TERMS OF THIS AGREEMENT ARE CONTAINED ON MORE THAN ONE PAGE.\*

Agreement (1) you sign and transmit to us a copy of the signed Agreement, in wet ink or electronically, or (2) you make your first payment. Either signature or payment according to the terms of the Agreement ratifies and makes effective your and our obligations under the Agreement. You may not modify the preprinted terms of this Agreement.

**SERVICING AND COLLECTION CONTACTS.** By providing your wireless (cell) telephone number, you expressly consent to receiving telephone calls from us, and any assignee of this Agreement, concerning your Agreement, including calls to collect what you owe. Live calls may be made by one of our employees. Calls may also be made by a prerecorded, autodialed voice or text message as applicable law allows. Your consent covers *all* types of calls. We do not charge you for such calls. Your wireless carrier will charge you for our incoming calls and text messages according to your plan.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between you and us. It supersedes any other written or oral agreement between the parties, and, except as otherwise set forth herein, may be modified only in writing signed by us. No oral changes to the terms of this Agreement are binding on you or us.

**REMEDIES, GOVERNING LAW, WAIVERS.** This Agreement is governed and construed in accordance with federal law and the laws of the state of your residence as provided on the first page of this Agreement. Each provision in this Agreement will be interpreted so as to be effective and valid under applicable law. This Agreement includes an arbitration provision. By signing or ratifying this Agreement, you agree to be bound by the terms of the arbitration provision.

**MISCELLANEOUS.** The content and format of this Agreement has been adopted to provide you with important information in a clear and familiar form and its use does not imply that any particular federal or state law relating to lending or installment sales applies to this Agreement or transactions it contemplates. You expressly acknowledge and understand that the purchase of a Service Contract is not required either to purchase or obtain financing for a vehicle. Time is of the essence in this Agreement.

For purchases primarily for personal, family or household use, the following disclosures applies.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**ARBITRATION PROVISION.** This Arbitration Provision significantly affects your rights in any dispute with us. Please read this Arbitration Provision carefully before you sign or ratify the Agreement.

**EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT. IF A DISPUTE IS ARBITRATED, YOU AND WE WILL EACH GIVE UP CERTAIN RIGHTS THAT MAY BE AVAILABLE IN COURT, INCLUDING OUR RIGHT TO A TRIAL BY JURY. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US.**

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and the arbitrability of any issue), between you and us or our employees, agents, successors or assigns, which arises out of or relates in any manner to this Agreement or any resulting relationship (including any such relationship with third parties who do not sign this Agreement, such as an assignee of the Agreement) shall, at your or our election (or the election of any such third party), be resolved by neutral, binding arbitration and not by a court action. Any claim

or dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. This is called the "class action waiver."

You may choose the applicable rules of either the American Arbitration Association ("AAA") or another arbitration organization, subject to our approval. You may obtain a copy of the rules of the AAA by visiting its web site ([www.adr.org](http://www.adr.org)). We waive the right to require you to arbitrate an individual claim if the amount you seek to recover qualifies as a small claim under applicable law.

This Arbitration Provision relates to an agreement that evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*).

The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules of the chosen arbitration organization. The arbitrator shall apply substantive governing law and the applicable statute of limitations. The arbitration award shall be in writing. The arbitration hearing shall be conducted in the federal district in which you live, or such other place convenient to you as required by the rules of the chosen arbitration organization. If you demand arbitration first, you will pay the filing fee if the chosen arbitration organization requires it. We will advance and/or pay any other fees and costs required by the rules of the chosen arbitration organization.

The arbitrator's award shall be final and binding on all parties. There shall be a limited right to appeal to the extent allowed by the Federal Arbitration Act. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous.

If any part of this Arbitration Provision other than the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder shall be enforceable. If the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder of this Arbitration Provision shall be unenforceable. This Arbitration Provision shall survive the termination of any contractual agreement between you and us, whether by default or repayment in full.

**STATE LAW DISCLOSURES:**

**OHIO.** If you reside in Ohio, the following disclosures applies: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

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