

**ULTIMATE PLUS SILVER COVERAGE
FOR NEW AND USED VEHICLES**

VEHICLE SERVICE CONTRACT

Contract Provisions - Part B, together with
Declarations - Part A, completes the Contract

CONTRACT PROVISIONS - PART B

SECTION I. DEFINITIONS

In this Contract, certain words appear in dark print. They have the following special meanings:

"We", "Us", "Our", "Administrator" and "Obligor" means Old Republic Insured Automotive Services, Inc. (CA Lic No 0C79822). In GA, NY, WY: ORIAS Warranty Services; In TX: ORIAS Warranty Services, Inc.; In AZ, LA, OK, NM, WI: Minnehoma Automobile Association, Inc. The address and phone for all companies: P.O. Box 35008, Tulsa, OK 74153-0008. Phone: 800-331-3780.

"You" and "Your(s)" and "Contract Holder" means the person named as the registered owner of the covered **Vehicle** on the Declarations.

"Vehicle" means only the private passenger automobile or truck listed as the covered **Vehicle** in the Declarations, which is used solely for personal and private use. (Limited commercial usage is available at additional cost.)

"Mechanical Breakdown" means the inability of a properly maintained component to function as intended by the manufacturer. Note: Minor loss of fluid is considered normal and does not constitute a **Mechanical Breakdown**.

"Repair Cost" means the parts and labor expense necessary to repair or replace any **Covered Component** that is the result of a covered **Mechanical Breakdown**, subject to the exclusions set forth herein. **We may use replacement components of a like kind and quality that may be rebuilt, remanufactured, or used.** Parts pricing will be determined by the lesser of **Your Vehicle** manufacturer's suggested retail price or the suggested retail price of a like kind and quality part, whichever is authorized by **Us**. Labor will be determined by a current nationally recognized flat rate labor guide. **Repair Cost includes the required taxes associated with the covered Mechanical Breakdown. Repair Cost does NOT include excluded items.**

"Deductible" is the amount shown on the Declarations that **You** are responsible to pay for each repair visit. If a previously **Covered Component** fails for a subsequent time during the term of this Contract, no **Deductible** shall apply to those subsequent repair visits, unless additional **Covered Components** not previously covered are being repaired.

"Maintenance Records" means the original verifiable receipts or invoices which confirm that all **Vehicle** maintenance has been performed as required by this Contract. Refer to "Conditions of Coverage" and the **Vehicle** maintenance section.

"Prior Authorization" means **You** must obtain an approval number issued by **Us** prior to repairs being performed on the **Vehicle**. Also see Emergency Repairs.

"Commercial Use" means, but is not limited to, the use of **Your Vehicle** for farming, ranching, rodeo, route work, job-site activities, deliveries, service calls, construction, hauling, daily rental, or carrying passengers for hire, whether **Your Vehicle** is licensed for commercial purposes or not, or registered to a corporation or not. Certain types of **Commercial Use** are allowed only if **You** have paid for the **Commercial Use** surcharge at the time of application for this Contract. **Surcharged Commercial Use coverage absolutely excludes vehicles that are being used for, or will be used for, the following types of Commercial Use: taxi, rental, mail carrier, snow plow, oil field, police or security, ambulance, shuttle service, tow truck, auto transport, road construction, fire or rescue, waste removal, dump truck, winch truck, hazardous material transportation, racing or competitive driving or any military/federal/state/city/government use.**

"Actual Cash Value" means the average trade-in value of **Your Vehicle** as published in the Kelly Blue Book used vehicle value guide at the time of the **Mechanical Breakdown**, adjusted for the current vehicle mileage and including all factory installed optional equipment.

"Covered Component" means a component of **Your Vehicle** that is not excluded in this Contract.

"Road Hazard" means any foreign object accidentally driven over on a public highway or road.

SECTION II. WHAT THIS CONTRACT COVERS

COVERAGE A. MECHANICAL BREAKDOWN REIMBURSEMENT

During the term of this Contract, **We** will reimburse **You** or an authorized repair facility the **Repair Cost** to repair or replace any **Component of Your Vehicle** that has experienced a **Mechanical Breakdown**, less the **Deductible**. **The Mechanical Breakdown must occur and be reported during the term of this Contract. Coverage for any Mechanical Breakdown is subject to the terms and conditions of this Contract, including the Declarations and the Application. You must pay the Deductible for a repair or replacement of Covered Components for each repair visit, and You must pay for any non-covered items.**

Engine Covered Components are: Cylinder block; Cylinder head(s); Turbocharger/Supercharger and their internal components and mounts; Timing gears; Timing/Balance Shaft chain/belt, guides, tensioners, sprockets and cover; Flywheel/Flex-plate; Harmonic balancer; Oil pan; Oil pump; Intake manifold; Valve cover(s); Wastegate; Engine oil pressure gauge; Engine oil and filter in conjunction with covered repairs.

Transmission/Transaxle Covered Components are: Transmission and transaxle cases and their internal components and mounts; Torque converter; Vacuum modulator; Transmission oil cooler; Gear shift lever; Transmission shift linkage; Pan; Transmission fluid and filter in conjunction with covered repairs.

Transfer Case Covered Components are: Transfer case and all internal components and mounts, Transfer case fluid in conjunction with a covered repair.

Drive Axle Covered Components are: Final drive and axle housings and their internal components; Axles; Axle shafts and bearings; Propeller shafts; Hubs; Constant velocity joints; Universal joints; Center bearings; Yokes; Hub bearings; Locking rings; Drive axle fluid in conjunction with covered repairs.

Suspension Covered Components are: Wheel bearings; Sway bar and its bushings and linkage; Upper and lower control arms; Control arm shafts and bushings; Upper and lower ball joints; Strut bar; Spindle and support.

Steering Covered Components are: Gear housing, rack assembly and their internal components; Control valve and cylinder; Power cylinder Assembly; Steering column shaft(s) and their couplings/bearings; Steering knuckle; Power steering pump, pulley, and mounting bracket; Pitman arm; Idler arm; Drag link; Steering column bearings; Power steering-fluid in conjunction with covered repairs.

Engine Cooling Covered Components are: Radiator fan motor; Water pump and pulley; Fan clutch; Fan shroud; Radiator coolant recovery unit; Electric radiator fan motor relay/switch; Electric radiator fan motor sensor; Engine coolant temperature gauge; Engine coolant in conjunction with covered repairs.

Brake Covered Components are: Master cylinder; Power brake assist boosters; Backing plate assembly; Brake pedal assembly; Parking brake pedal; Parking brake cable; Parking brake release mechanism; Self adjusters; Brake lines and fittings; Brake fluid in conjunction with covered repairs.

Ignition and Charging Covered Components are: Alternator; Voltage regulator; Ignition coil; Electronic ignition module; Electronic ignition distributor; Throttle position sensor; Fuel control temperature sensor; Idle control actuator; Manifold vacuum sensor; Crankshaft position sensor; Camshaft position sensor; Alternator pulley and mounting bracket; Igniter; Volt/Amp gauge.

Electrical Covered Components are: Starter motor; Starter motor drive; Starter motor solenoid; Wiper motors; Manually operated electrical switches; Horn and horn relay; Electric window motors; Electric mirror motors; Cruise control module; Cruise control actuator; Electric door lock relay and actuator; Electric trunk/tailgate/hatchback actuators; Backup light switch; Brake light switch; Door operated courtesy light switches; Neutral safety switch; Windshield washer pump; Cigarette lighter(s); Auxiliary power point; Tachometer; Headlamp dimmer switch; Map lights; Clock.

Fuel System Covered Components are: Fuel tank; Fuel pump; Accelerator pedal; Fuel pressure regulator; Fuel level sending unit; Accelerator pedal linkage; Fuel pressure sensor; Fuel pump relay; Fuel shutoff control; Fuel tank filler pipe; Metal fuel lines; Fuel gauge.

Factory Installed Air Conditioning Covered Components are: Compressor; Accumulator/Drier only in conjunction with compressor replacement; Condenser; Evaporator; Compressor clutch and coil; Compressor pulley and mounting bracket; Expansion valve; Orifice tube; Idler pulley and bearing; Manual temperature control selector head; Blower motor; Heater control valve; Idler pulley tensioner; Refrigerant and oil in conjunction with a covered repair.

Seals and Gaskets are covered only for the above listed components. Coverage is limited to the above named components. **ANY PART NOT LISTED ABOVE IS NOT COVERED.**

OUR MAXIMUM LIABILITY UNDER THIS CONTRACT IS LIMITED TO THE LESSER OF THE ACTUAL CASH VALUE OF YOUR VEHICLE OR THE ACTUAL REPAIR COST, LESS ANY APPLICABLE DEDUCTIBLE.

COVERAGE B. TOWING/ROAD SERVICE & LOST KEY/LOCK OUT

In the event **Your Vehicle** is disabled during the term of this Contract, reimbursement for towing and other road services is available. In the event the keys to **Your Vehicle** are lost, broken, or locked in **Your Vehicle** during the term of this Contract, reimbursement for Lost Key/Lockout service is available. **You only pay for any amounts that may exceed the coverage limits, \$75.00 per occurrence for towing/road service and \$35.00 for lost key/lockout service.** Select **Your** own licensed service provider and submit **Your** paid receipts to **Us** for reimbursement, limited to the amounts covered by this Contract.

To report a claim involving a **Mechanical Breakdown**, or for coverage questions, please call the National Claims Service toll-free number **800-331-3780**.

COVERAGE C. RENTAL VEHICLE REIMBURSEMENT

In the event of a **Mechanical Breakdown** of a **Covered Component** that requires **Your Vehicle** to be kept by a repair facility, **You** may wish to rent a substitute vehicle. The substitute vehicle must be rented from a licensed rental agency or the repair facility. Reimbursement is valid only for actual and verifiable expenses incurred from the date of the covered **Mechanical Breakdown** until the date repairs are completed, and excludes any expense for mileage, gasoline, maintenance or insurance charges. Rental Vehicle Reimbursement will not exceed \$180.00 per repair visit for the entire period required to effect repairs, subject to the schedule below. If repairs are delayed due to parts unavailability, which is confirmed by **Us**, **You** may receive reimbursement for up to 4 additional days of Rental Vehicle Reimbursement per repair visit (\$30 per day for a maximum of \$120), provided a separate additional authorization is obtained from **Us**. Rental Reimbursement coverage is subject to the following schedule:

Authorized Repair Cost	Maximum Reimbursement	Authorized Repair Cost	Maximum Reimbursement
\$0 to \$200	\$30.00	\$801 to \$1,200	\$120.00
\$201 to \$500	\$60.00	\$1,201 to \$1,800	\$150.00
\$501 to \$800	\$90.00	\$1,801 and over	\$180.00

COVERAGE D. TIRE PROTECTION REIMBURSEMENT

Until the expiration of this Contract or a tread depth of 3/32 of an inch, whichever comes first, **We** will reimburse **You** for the repair, or if necessary, the replacement of any of **Your Vehicle's** tires (original equipment size only) that have become damaged or unsafe for use due to a **Road Hazard**. **In no event will Our liability for Tire Protection Reimbursement exceed \$125.00 per repair visit or \$500.00 during the term of this Contract.** Rental Vehicle and Emergency Trip Interruption Reimbursement coverage is not applicable to any claim **You** may have under the Tire Protection Reimbursement.

COVERAGE E. EMERGENCY TRIP INTERRUPTION REIMBURSEMENT

If a covered **Mechanical Breakdown** disables **Your Vehicle** overnight more than 100 miles from **Your** residence, **We** will reimburse **You** for the verifiable and receipted expenses **You** incur for food and accommodations for the first three consecutive days while **Your Vehicle** is being repaired. **Reimbursement for food will not include reimbursement for the purchase of alcoholic beverages. Reimbursement is limited to a maximum of \$75.00 per day and will not exceed \$225.00 per occurrence.**

No **Deductible** applies to Coverage B., C., D., or E.

COVERAGE F. SPECIAL ELECTRONICS PACKAGE

If **You** selected and paid an additional charge for the Special Electronics Package as shown on **Your** Application, the following additional components of **Your Vehicle** will be covered under this Contract: GPS/Navigation System; Night Vision system; and Video components including TV/VCR/DVD/Video Game Player. **This coverage applies to manufacturer-installed base units only and does not include software contained therein, cleaning/adjusting, programming or updates.** In addition the following items are excluded under this coverage: **all media (for example, digital storage media, cassettes, compact discs, DVDs, and game cartridges), subscription fees or services, and all handheld wired or remote controls or devices including wiring to handheld devices.** Coverage for components specifically named in this section supersedes the exclusion of those components in Section III. What Is Not Covered. This optional coverage requires payment of a surcharge and must have been selected at the time of the original agreement purchase. **Component replacements are limited to one (1) occurrence during the term of this Contract.**

SECTION III. WHAT IS NOT COVERED

NOT ALL COMPONENTS OF YOUR VEHICLE ARE COVERED BY THIS CONTRACT. THE COMPONENTS AND CONDITIONS LISTED BELOW ARE SPECIFICALLY NOT COVERED BY THE TERMS OF THIS CONTRACT.

1. THIS CONTRACT DOES NOT COVER ANY REPAIR OR REPLACEMENT OF COMPONENTS THAT ARE RECOMMENDED OR REQUIRED SOLELY BY THE ENACTMENT OF ANY LOCAL, STATE, OR FEDERAL LAW, RULE OR REGULATION. NOR DOES THIS CONTRACT COVER ANY REPAIR OR REPLACEMENT OF COMPONENTS RECOMMENDED OR REQUIRED SOLELY BY A MANUFACTURER'S TECHNICAL BULLETIN OR MANUFACTURER UPDATE WHEN NO FAILURE HAS OCCURRED.

2. THE FOLLOWING COMPONENTS ARE SPECIFICALLY EXCLUDED: AUDIO SPEAKERS, BATTERIES, BODY PANELS, BODY SEALS, BUMPERS, CABLES, CARPETING, CHASSIS, CLAMPS, FASTENERS (I.E., NUTS, BOLTS, CLIPS, ETC. UNLESS REQUIRED IN CONJUNCTION WITH A COVERED REPAIR), CONVERTIBLE TOPS AND THEIR MECHANISMS, EXHAUST AND EMISSION SYSTEM COMPONENTS, GASOLINE FUEL INJECTORS THAT DO NOT HAVE AN ELECTRICAL FAILURE, GLASS, INSULATION, HOSES; LINES AND FITTINGS (EXCEPT BRAKE LINES AND FITTINGS), MIRRORS, MANUAL CLUTCH COMPONENTS, PAINT, PASSENGER RESTRAINT SYSTEM, SEATS, SECONDARY IGNITION COMPONENTS, SOFT TRIM/MOLDINGS OR APPEARANCE ITEMS, SUSPENSION SPRINGS, TELEPHONES, TORSION BARS, UPHOLSTERY, WEATHER STRIPPING, WHEEL LUG NUTS/STUDS, WHEELS, WHEEL COVERS, INTERNET COMPUTER, NAVIGATION SYSTEM, VIDEO COMPONENTS, HEADS-UP DISPLAY, AND NIGHT VISION SYSTEMS.

3. THIS CONTRACT SPECIFICALLY EXCLUDES: NORMAL MAINTENANCE AND SERVICE ITEMS; ALIGNMENTS; ADJUSTMENTS; CALIBRATIONS; CLEANING; NON-PUBLISHED DIAGNOSTIC LABOR; FILTERS/FLUIDS/LUBRICANTS/REFRIGERANTS (EXCEPT IN CONJUNCTION WITH A COVERED REPAIR); A/C ACCUMULATOR/DRIER (EXCEPT IN CONJUNCTION WITH COMPRESSOR REPLACEMENT); FUSES; LIGHTS/BULBS/LENSES; SHOP SUPPLIES; ENVIRONMENTAL DISPOSAL CHARGES; WEAR ITEMS; ACCESSORY DRIVE BELTS; BRAKE PADS AND SHOES; BRAKE DRUMS AND ROTORS; SHOCK ABSORBERS; STRUTS; TIMING BELTS THAT ARE WORN OR STRETCHED; AND WIPER BLADES.

4. THIS CONTRACT DOES NOT COVER ANY COMPONENT NOT SUPPLIED AS ORIGINAL EQUIPMENT BY THE VEHICLE MANUFACTURER.

5. IN NO EVENT WILL WE COVER ANY MECHANICAL BREAKDOWN OR DAMAGE:

- A. CAUSED BY RUST, CORROSION, OXIDATION, CONTAMINATION, OR RESTRICTED OIL PASSAGES;**
- B. CAUSED BY IMPROPER AMOUNTS OR IMPROPER TYPES OF LUBRICANTS, COOLANTS, REFRIGERANTS OR FILTERS;**
- C. IF PRIOR AUTHORIZATION IS NOT GIVEN BY US PRIOR TO REPAIRS BEING PERFORMED; (SEE CONDITIONS OF COVERAGE);**
- D. RESULTING FROM MISUSE OF, ALTERATION OF, TAMPERING WITH, DISCONNECTION OF, MISCHIEF OR VANDALISM TO, THE VEHICLE OR ANY OF ITS COMPONENTS, WHILE OWNED BY YOU, OR DAMAGES RESULTING FROM COLLISION, ACCIDENTS, WATER, FIRE, FREEZING,**

ACTS OF GOD, OR THEFT;

- E. IF MAINTENANCE RECORDS HAVE BEEN REQUESTED BY US BUT CANNOT BE PRODUCED OR VERIFIED;
 - F. THAT EXISTS PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT AND IS KNOWN TO YOU, THAT OCCURS OR IS REPORTED AFTER THE EXPIRATION OF THIS CONTRACT, OR THAT OCCURS DURING THE VEHICLE MANUFACTURER'S WARRANTY PERIOD, OR A REPAIRER'S GUARANTEE, OR A PARTS WARRANTY;
 - G. IF, WHILE OWNED BY YOU, YOUR VEHICLE'S ODOMETER IS INOPERATIVE, HAS EVER BEEN ALTERED OR TAMPERED WITH, OR THE ACTUAL ACCUMULATED MILEAGE CANNOT BE DETERMINED.
 - H. DUE TO CONTINUED OPERATION OF YOUR VEHICLE, OR FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE, AFTER A FAILURE OCCURS; (SEE CONDITIONS OF COVERAGE);
 - I. CAUSED BY ENGINE OVERHEATING OR LACK OF LUBRICATION DUE TO FAILURE OF A NON-COVERED COMPONENT.
6. IN NO EVENT WILL WE COVER ANY OF THE FOLLOWING:
- A. ANY RESULTING OR CONSEQUENTIAL DAMAGE TO A NON-COVERED COMPONENT, OR CAUSED BY, A NON-COVERED COMPONENT;
 - B. ANY CHARGES, COSTS, EXPENSE, INCONVENIENCE, LOSS OF TIME, LOSS OF INCOME OR ANY OTHER CONSEQUENTIAL LOSSES ARISING FROM A MECHANICAL BREAKDOWN NOT SPECIFICALLY COVERED BY THIS CONTRACT, OR ANY OTHER EXPENSES YOU INCUR NOT SPECIFICALLY COVERED BY THIS CONTRACT;
 - C. IF YOUR VEHICLE IS USED FOR, EQUIPPED FOR OR IDENTIFIED AS A: SNOW PLOW, RACING, EMERGENCY, DELIVERY VEHICLE, OR COMMERCIAL VEHICLE (LIMITED COMMERCIAL USE IS AVAILABLE ONLY IF THE PROPER SURCHARGE HAS BEEN PAID);
 - D. GRINDING OF VALVES OR OTHER COMPONENT REPAIRS TO IMPROVE COMPRESSION OR CORRECT OIL CONSUMPTION WHEN A DEFINED MECHANICAL BREAKDOWN HAS NOT OCCURRED;
 - E. ANY MECHANICAL BREAKDOWN IF ANY ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE TO YOUR VEHICLE, OR YOU ARE USING OR HAVE USED YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO, THE FAILURE OF ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED TIRES, HD TRAILER HITCHES, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS, ENGINE MODIFICATIONS, ENGINE OVER-REVING, OR IMPROPER SHIFTING.

IN THE SITUATIONS COVERED BY 5.G., 6.C. AND 6.E. ABOVE, OR IN THE EVENT YOUR VEHICLE IS REPOSSESSED OR HAS EVER BEEN DECLARED A TOTAL LOSS, SALVAGE OR REBUILT, WE MAY CANCEL THIS CONTRACT. ALSO, SEE THE PROVISIONS CONTAINED IN SECTION V. GENERAL PROVISIONS, SUBSECTION I. CANCELLATION.

SECTION IV. CONDITIONS OF COVERAGE

You have specific duties that **You** MUST perform before **We** will be liable for payment of claims under the terms of this Contract. They include:

A. VEHICLE MAINTENANCE:

1. **You** MUST follow the instructions contained within **Your Vehicle** owner's manual regarding proper operation and scheduled maintenance. **Your Vehicle** manufacturer's mileage recommendations will be considered the maximum allowable interval between service requirements.
2. **You** MUST retain Maintenance Records, as defined herein. If **You** perform maintenance on the **Vehicle** yourself, **You** must maintain a log showing the date, mileage and type of maintenance service performed. **You** must also keep receipts for the purchase of the products used to perform the maintenance service (e.g., lubricants, and filters).
3. In the event of a **Mechanical Breakdown**, **You** will be requested to produce all **Maintenance Records**,

proving that proper maintenance has been performed before a **Mechanical Breakdown** will be covered under this Contract, regardless of where maintenance is performed and by whom.

4. **Failure to produce all requested Maintenance Records will cause denial of benefits under this Contract.** A Routine Maintenance and Repair Log is provided to assist **You** in planning and keeping track of the maintenance required on **Your Vehicle**, regardless of where the maintenance is performed.

5. Some examples of maintenance that are recommended by the manufacturer of **Your Vehicle** are:
- | | |
|--|---|
| a) Change engine and transmission oils and filters | e) Tune-ups, adjustments and alignments |
| b) Check other required fluid levels | f) Inspect C.V. joint boots |
| c) Change air and fuel filters | g) Flush radiator and replace coolant |
| d) Replace worn timing belt, fan belts, and hoses | h) Re-pack wheel bearings |

Refer to **Your Vehicle** manufacturer owner's manual for all recommended maintenance services. If **You** do not have a **Vehicle** owner's manual **You** must either purchase one from a franchise dealer or **You** may contact **Us** and **We** will provide **You** with the maintenance requirements for **Your Vehicle** as required by this Contract.

B. WHAT TO DO WHEN A BREAKDOWN OCCURS: **You** are responsible for all expenses and **Repair Costs** if it is determined that the failure or the **Mechanical Breakdown** is not covered by the terms of the Contract. If **Your Vehicle** has a failure or **Mechanical Breakdown**:

1. **You** MUST use all reasonable means to protect **Your Vehicle** from further damage. Example: Activated warning lights, oil or temperature lights in the dashboard indicate that **You** should stop operating **Your Vehicle** immediately. If **Your Vehicle** is disabled, or if it is unsafe to continue to drive **Your Vehicle**, **You** may wish to arrange for towing.
2. **You** MUST have the repair facility contact **Us** when the **Vehicle** is brought in for service and again when a cause of failure and **Repair Cost** is determined, within **Our** normal business hours Monday through Friday, 8:00 a.m. - 7:00 p.m. Central Time. **You** must authorize the repair facility to perform any diagnosis or teardown necessary to determine the cause of failure and **Repair Cost**. **You are responsible for all incurred expenses if it is determined that the failure or Mechanical Breakdown is not covered under the terms of this Contract.** National Claims Service toll-free number is **800-331-3780**.
3. **We** may require additional inspections of the **Vehicle** to verify the reported cause of the damage.
4. **You** MUST NOT authorize repairs until **We** verify that the **Mechanical Breakdown** is covered by this Contract and issue an approval number. **Maintenance Records** may be requested from **You** before an approval number can be issued.
5. If payment for authorized claims is not made to an authorized repair facility, **We** will reimburse **You** directly. To receive reimbursement of **Your** authorized claim, please mail a copy of the paid receipt itemizing the charges **You** paid. The receipt must also include **Your** signature, the date of repair, the odometer reading, the **Prior Authorization** number, **Your** telephone number, the Vehicle Identification Number, and it must identify the repairer. **You** MUST pay any expenses that are not covered by the Contract, including the **Deductible**.
6. **Documents requesting reimbursement for Your authorized claim must be received within 180 days of the date We provided the approval number. If the required documentation is not received within that time, Your claim will be denied.**

C. EMERGENCY REPAIRS: If **You** have a **Breakdown** that renders **Your Vehicle** inoperable or unsafe to operate outside **Our** normal business hours (8 am to 7 pm Central Time, Monday - Friday, and 8 am to 4 pm Central Time, on Saturday) and when a minor repair, not to exceed a cost of five hundred dollars (\$500), can be performed that will return **Your Vehicle** to operation, **You** may, at **Your** own discretion, authorize the necessary emergency repairs, subject to the following conditions:

1. Emergency repairs can only be performed on **Your Vehicle** when **You** cannot obtain approval from the **Administrator** because the **Breakdown** occurred outside **Our** normal business hours.
2. **You** must report the claim directly to the **Administrator** within five (5) days from the date the **Breakdown** occurred by calling the toll-free claims number 800-331-3780. Mail-in claims for emergency repairs will not be accepted. Note: If the **Administrator** re-opens before repairs to **Your Vehicle** are completed, **You** must immediately contact the **Administrator** for instructions before continuing with the repairs.
3. Repairs must be performed by a licensed repair facility, and not exceed a cost of five hundred dollars (\$500).

4. **You** must provide the **Administrator** with a paid receipt.
5. **You** must save all parts that were replaced and provide them to the **Administrator**, if requested.

Failure to comply with the above procedures will result in a denial of Coverage.

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ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, AUTO WARRANTY COMPANY, OR SERVICE CONTRACT COMPANY, OR ANY OTHER PERSON, OR FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

SECTION V. GENERAL PROVISIONS

- A. This is a **Vehicle** Service Contract between **You** and **Us**. It is **NOT** an automobile liability or physical damage insurance policy, nor a warranty or guaranty. It does **NOT** comply with any financial responsibility law or cover consequential loss of any kind.
- B. **Contract Period:** This Contract begins on the Application Date and expires at 12:01 a.m. on the expiration date shown in the Declarations, or when the number of miles identified as the expiration mileage in the Declarations appears on **Your Vehicle's** odometer, whichever occurs first. If **You** purchased the Extended Eligibility option, the claim exclusion period of thirty (30) days and 1,000 miles will be added to the scheduled expiration. The claim exclusion period will not reduce the actual time and/or mileage during the term of the Contract.
- C. **Territory:** This Contract applies to **Mechanical Breakdown** occurring only within the United States of America and Canada.
- D. **No Benefit to Bailee:** This Contract shall not, directly nor indirectly, benefit any carrier or bailee for hire.
- E. **Your Responsibilities:** It is **Your** responsibility to read and comply with **Your** obligations in this Contract. **Your** obligations include, but are not limited to, maintaining **Your Vehicle** according to the terms of this Contract, protecting **Your Vehicle** from further damage in the event of a **Mechanical Breakdown**, and obtaining **Prior Authorization** for repairs for any **Mechanical Breakdown**. **You** should report all claims according to the procedures listed in "WHAT TO DO WHEN A BREAKDOWN OCCURS."
- F. **Your Assistance and Cooperation:** If **We** request **Your** assistance, **You** agree to cooperate with **Us** in investigating any claim under this Contract, in making settlements, and in enforcing any right of contribution or indemnity against any manufacturer or repairer that may be responsible to **You** for the **Repair Cost** of any **Mechanical Breakdown** covered by this Contract. Unless **We** expressly authorize **You** to do so, **You** agree that **You** will not assume any obligation or incur any expense in this regard, except at **Your** own expense. **We** may request **Your** assistance and cooperation on **Our** behalf.
- G. **MAXIMUM LIABILITY: OUR MAXIMUM LIABILITY UNDER THIS CONTRACT IS LIMITED TO THE LESSER OF THE ACTUAL CASH VALUE OF YOUR VEHICLE OR THE ACTUAL REPAIR COST, LESS ANY APPLICABLE DEDUCTIBLE.**
- H. **Transfer:** This Contract is solely for **Your** benefit; however, if **You** sell **Your Vehicle** to another individual, the remaining coverage under this Contract can be transferred one time to the new owner prior to the Contract expiration date, provided that:
 1. All the original manufacturer's warranties are also transferred to the new owner;
 2. **Your Vehicle** has not been sold or traded to or through an automobile dealer, auto broker, auto auction or financial institution.
 3. **You** provide the new owner all Maintenance Records confirming that **Your Vehicle** has had all required maintenance and servicing. Both **You** and the new owner are responsible for ensuring that all Maintenance Records for **Your Vehicle** are available for review in case of a **Mechanical Breakdown**.
 4. **You** complete the Transfer Request Form and mail it to **Us** within fifteen (15) days of a change of ownership, to the address listed below. Be sure to include:
 - a) a certified odometer statement for **Your Vehicle**, and
 - b) a \$50.00 transfer fee.

If You die, Your Contract will automatically extend to 1) Your surviving spouse or heir, or 2) Your legal representative, but only while acting within the scope of his duties as such.

- I. **Cancellation:** You may cancel this Contract by mailing to Us within thirty (30) days of the date You wish to cancel 1) this Contract, 2) a signed cancellation request stating the date of cancellation, and 3) a certified odometer statement. If You cancel within sixty (60) days of purchase, and no claims have been paid, We will refund the total charge You paid for this Contract and this Contract will be considered void. If You cancel within sixty (60) days of purchase and had a claim during that period or You cancel after the expiration of sixty (60) days of purchase, Your refund will be prorated based upon the amount paid by You for this Contract and the number of days this Contract has been in force, or odometer miles, in relation to the term of this Contract, whichever refund amount is less. If You cancel this Contract after it has been in force for sixty (60) days, a \$35.00 cancellation fee will be withheld from any refund made.

We may cancel this Contract for any of the following reasons: repossession or total loss of Your Vehicle; Your Vehicle's odometer has been altered or is inoperable anytime during the term of this Contract; Your Vehicle has been altered or modified as set out in Section III, paragraph 6.E. herein, or used as set out in Section III, paragraph 6.C.; material misrepresentation or fraud by You at any time relating to this Contract; nonpayment of fees; Commercial Use of Your Vehicle except as allowed in this Contract; or if You fail to maintain Your Vehicle according to the manufacturer's recommendations, by mailing to You, at least fifteen (15) days prior to the cancellation date, at the address shown in the Declarations, written notice stating the reason for the cancellation, when the cancellation is effective and the amount of refund due, if any. The refund will be pro-rated based on the amount paid by You for this Contract and the number of days this Contract has been in force, or odometer miles, in relation to the term of this Contract, whichever refund amount is less.

The Obligor of this service contract is insured to the extent of its obligations for Mechanical Breakdown under this Vehicle Mechanical Service Contract by a policy of insurance issued by Old Republic Insurance Company, P.O. Box 35008, Tulsa, Oklahoma 74153-0008, 800-331-3780. If for any reason You are unable to have Your Vehicle repaired within sixty (60) days of submission of proof of loss to the Administrator, You may apply for reimbursement directly to Old Republic Insurance Company at 800-331-3780.