

# HERITAGE WARRANTY CORP.

## Vehicle Service Contract

### REGISTRATION PAGE

VIN (Vehicle Identification Number)			
Contract Holder(s) Name		Vehicle Purchase Price/Lease Price	\$ 47900.00
Contract Holder(s) Address			
Contract Holder(s) Telephone		Contract Holder(s) Email (Optional)	
Seller Name	Impex Chevrolet Gmc	Seller Telephone	(877) 848-1302
Seller Address	2009 Barnes Street	Reidsville Nc 27320	Seller Number 79206
Lienholder/Lessor Name		Lienholder/Lessor Telephone	
Lienholder/Lessor Address			
Vehicle Plan (Check one box only)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Pre-Owned <input type="checkbox"/> Wraparound <input type="checkbox"/> Certified <input type="checkbox"/> Extended Eligibility		
Coverage (Check one box only)	<input type="checkbox"/> Powertrain <input type="checkbox"/> Silver <input type="checkbox"/> Gold <input checked="" type="checkbox"/> Platinum		
Deductible	<input type="checkbox"/> \$0 <input type="checkbox"/> \$50 <input checked="" type="checkbox"/> \$100 <input type="checkbox"/> \$200		
Contract Purchase Date	11/29/2024	Odometer Reading At Contract Purchase Date	62,011
		Manufacturer's Warranty Start Date	11/29/2022
Term Months	36	Term Miles	48,000
Optional Surcharged Coverage	<input type="checkbox"/> Lift Kit / Tire Modifications <input type="checkbox"/> Snow Plow <input type="checkbox"/> Business Use (Either Snow Plow or Business Use may be selected. You may not select both.)		
Contract Price \$	2,483.00	Contract Expiration	11/29/2027 110,011
		Date	(whichever occurs first) Mileage

The Contract Price does not include any state, local or other special sales tax. The Seller is responsible for determining if any of these apply to this transaction and, if so, for calculating, collecting, remitting and, as applicable, refunding any such taxes.

**PURCHASE OF THIS CONTRACT IS VOLUNTARY AND IS NOT REQUIRED AS NEITHER THE EXTENSION OF CREDIT, NOR THE TERMS OF THE CREDIT, NOR THE TERMS OF THE VEHICLE SALE OR LEASE MAY BE CONDITIONED UPON THE PURCHASE OF THIS CONTRACT. THIS CONTRACT IS NOT A WARRANTY OR INSURANCE AND DOES NOT GUARANTEE THE UTILITY OR PERFORMANCE OF THE VEHICLE. Some of the benefits provided under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle. We do not issue guaranteed price refunds and are not obligated under any guaranteed price refund you obtain from the Seller or any other party.**

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

**YOU MUST OBTAIN PREAUTHORIZATION FROM [REDACTED] BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.**

The obligor and provider is Heritage Warranty Corp., P.O. Box 830637, Birmingham, AL 35283-0637. For Claims and Customer Service, call 1-800-432-4566, fax 1-954-784-7009, or email [USW.Claims@Protective.com](mailto:USW.Claims@Protective.com).

**Certification:** I acknowledge that (1) I have selected and understand the Coverage indicated above; and (2) I have read and understand the disclosures listed above and the terms and conditions of this Contract, including the arbitration provision in Section M (Arbitration and Other Matters Concerning Disputes).

11/30/2024

Contract Holder's Signature

Date

Top White-Administrator • Canary-Lienholder • Pink-Dealer • Goldenrod-Contract Holder • Bottom White Page(s)-Contract Holder

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11/30/2024

Contract Holder's Signature

Date

Top White-Administrator • Canary-Lienholder • Pink-Dealer • Goldenrod-Contract Holder • Bottom White Page(s)-Contract Holder

This Contract is between you and us and applies only to the Vehicle identified on the Registration Page and only if you have paid the Contract Price to obtain the Coverage selected. You may contact us by mail at P.O. Box 830637, Birmingham, AL 35283-0637 or by phone at 1-800-432-4566. The Seller has discretion in determining the retail price of this Contract.

#### **A. Definitions**

The following definitions apply to this Contract along with definitions appearing elsewhere in this Contract. The Registration Page contains boxes with capitalized terms. When any of those terms appear in this Contract, they refer to the specific vehicle, person, date or other item that has been entered into the associated box in the Registration Page.

**Administrator** means the organization that we have retained to provide administrative and claim services for this Contract. The Administrator is not a party to this Contract. The Administrator is United States Warranty Corp., P.O. Box 830637, Birmingham, AL 35283-0637, 1-800-432-4566. United States Warranty Corp. does business under the name of United States Warranty Corp. of Florida in AZ, CT, DE, IL, IN, IA, ME, MI, MN, MS, NV, OK, OR, SC, SD, TN, WA, WI and WY; USWC, Inc. in CA, HI and RI; USWC of Florida in ND and NH; and USWC in MA.

**Covered Part(s)** means one or more of the parts or components identified as subject to coverage in Section E (Coverage) for the Coverage selected and not specifically excluded in Section H (Exclusions and Other Coverage Limitations).

**Covered Repair** means the repair or replacement of one or more Covered Parts for which we have a reimbursement obligation greater than zero dollars under this Contract.

**Mechanical Breakdown** means the failure of one or more parts to perform the function for which they were designed due to defects, faulty workmanship in the manufacturing process, or normal wear and tear.

**Registration Page** means the first page of this Contract containing information about this Contract, you and the Vehicle.

**Repair Facility** means any licensed automotive repair facility operated by the Seller or an independent provider.

**You and your** refer to the Contract Holder(s) named on the Registration Page or the person(s) to whom this Contract was properly transferred.

**We, us and our** refer to the obligor and provider, Heritage Warranty Corp., P.O. Box 830637, Birmingham, AL 35283-0637, 1-800-432-4566.

#### **B. Your Responsibilities**

**You have the responsibility to properly maintain the Vehicle as recommended by the manufacturer, to reasonably protect the Vehicle from further damage when one or more parts fail, to maintain records of routine Vehicle maintenance performed by you or others, to follow the procedures for reporting a claim for benefits as described in this Contract, and to cooperate fully with our reasonable requests to examine Vehicle maintenance records, inspect the Vehicle, or establish ownership of the Vehicle in the event you report a claim for benefits. Maintenance records generally include a detailed log of maintenance you perform and receipts for purchases of services provided by others and parts and supplies used by you or others in performing maintenance services. YOU MUST OBTAIN PREAUTHORIZATION FROM THE ADMINISTRATOR BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.**

#### **C. When Coverage Begins and Ends**

Coverage under this Contract begins at 12:01 AM (your local time) on the Contract Purchase Date and ends when the Contract expires or is cancelled under the provisions of Section L (Cancellation Procedures). Contract expiration varies by Vehicle Plan and is determined by adding Term Months indicated on the Registration Page to the appropriate measurement date and Term Miles indicated on the Registration Page to the appropriate measurement mileage for your Vehicle Plan, as described below.

**New and Extended Eligibility Vehicle Plans:** The measurement

date is the Contract Purchase Date, and the measurement mileage is zero odometer miles. This Contract expires as soon as Term Months or Term Miles are exceeded. Example: If you purchase a 60 month/100,000 mile New Vehicle Plan and the Odometer Reading At Contract Purchase Date is 10,000 miles, this Contract will expire 60 months after the Contract Purchase Date or when the Vehicle's odometer indicates 100,000 miles, whichever occurs first.

**Pre-Owned Vehicle Plan:** The measurement date is the Contract Purchase Date, and the measurement mileage is the Odometer Reading At Contract Purchase Date. This Contract expires as soon as Term Months or Term Miles are exceeded. Example: If you purchase a 60 month/60,000 mile Pre-Owned Vehicle Plan and the Odometer Reading At Contract Purchase Date is 50,000 miles, this Contract will expire 60 months after the Contract Purchase Date or when the Vehicle's odometer indicates 110,000 miles whichever occurs first.

**Wraparound and Certified Vehicle Plans:** The measurement date is the Manufacturer's Warranty Start Date, and the measurement mileage is zero odometer miles. This Contract expires as soon as Term Months or Term Miles are exceeded. Example: If you purchase a 60 month/100,000 mile Certified Vehicle Plan and the Manufacturer's Warranty Start Date was 10 months prior to the Contract Purchase Date, the Contract will expire 50 months after the Contract Purchase Date or when the Vehicle's odometer indicates 100,000 miles, whichever occurs first. If the Manufacturer's Warranty Start Date is unavailable or is not stated on the Registration Page, the Manufacturer's Warranty Start Date will be July 1st of the model year of the Vehicle. Example: If you purchase a 2023 model year Vehicle with a 60 month/100,000 mile Certified Vehicle Plan and the Manufacturer's Warranty Start Date is unavailable or is not stated on the Registration Page, the Contract will expire 60 months after July 1, 2023, or when the Vehicle's odometer indicates 100,000 miles, whichever occurs first.

#### **D. Deductible**

**Each time there is a Covered Repair, you must pay the amount of the Deductible. The Deductible does not apply to the additional benefits described in Section G (Additional Benefits). If a Deductible is not stated on the Registration Page the Deductible will be \$100.**

#### **E. Coverage**

Subject to the Deductible and other provisions of this Contract, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized cost of a Covered Repair resulting from a Mechanical Breakdown occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and reimbursement decisions:

- 1. The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle.**
- 2. We will not pay for expenses that exceed the manufacturer's suggested retail price or the Repair Facility's posted hourly labor rate multiplied by the appropriate operation time, as published in a nationally recognized labor time guide.**
- 3. We will not reimburse you for a Mechanical Breakdown that is a Covered Repair under this Contract if it is also covered by a third party's warranty, insurance policy or service contract, regardless of whether the third party honors its coverage obligation.**

We reserve the right to inspect the Vehicle and its maintenance records and to request proof of its ownership in the event of a Mechanical Breakdown claim. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

We reserve the right to have the Vehicle returned at our expense to the Seller, or an affiliate of the Seller, or a licensed Repair Facility of our choice, to determine whether the Mechanical Breakdown is a Covered Repair and to perform repairs if it is a Covered Repair.

We will provide 1 day of additional substitute transportation benefits per each actual day of delay due to relocation of the Vehicle at our request.

**Coverage is limited to the Vehicle parts and other items described below:**

#### **Powertrain Coverage**

**Gasoline/Diesel Engine:** all internal lubricated parts ♦ engine block ♦ cylinder heads ♦ harmonic balancer ♦ manifold(s): exhaust/intake (**excluding catalytic converters**) ♦ oil pan (**excluding drain plug related failures**) ♦ oil pump ♦ electric oil pump ♦ timing belt/chain, gear, cover and tensioner ♦ manufacturer-installed turbocharger(s) ♦ manufacturer-installed supercharger ♦ valve covers.

**Transmission (Automatic, Continuous Variable (CVT), Standard and Transfer Case):** all internal lubricated parts ♦ transmission and transfer case housing ♦ torque converter ♦ mounts ♦ flywheel/flexplate ♦ vacuum modulator ♦ electric oil pump.

**Drive Axle (Front/Rear/AWD/4-Wheel Drive):** all internal lubricated parts within the drive/transaxle assembly and housing, including axles and axle bearings ♦ hubs, bearings and front hub locking assemblies ♦ constant velocity joints ♦ universal joints ♦ drive shaft ♦ locking rings ♦ wheel bearings.

**Cooling/Fuel:** thermostat/housing ♦ water pump/housing ♦ electric coolant pump ♦ throttle body assembly ♦ diesel accessory vacuum pump, injectors and injection pump ♦ fuel pump.

**Hybrid Vehicle:** hybrid vehicle electric motor assembly ♦ electronic transmission/transaxle assembly ♦ electric traction-drive motor assembly.

**Filters, Fluids, Lubricants and Taxes:** filters, fluids, lubricants and taxes required to complete a Covered Repair for any Covered Part listed above.

**Seals and Gaskets:** Seals and gaskets for all Covered Parts listed above.

#### **Silver Coverage (All Covered Parts listed under Powertrain Coverage above plus the following)**

**Transmission (Automatic, Continuous Variable (CVT), Standard and Transfer Case):** oil pan.

**Cooling/Fuel:** radiator fan relay ♦ fuel lines.

**Air Conditioning:** compressor: clutch, coil and electric engine ♦ pulleys and bearings ♦ pressure cycling switch ♦ dash control unit / temperature control module ♦ condenser ♦ evaporator ♦ dye, flushing liquids or refrigerant(s) if needed in conjunction with a Covered Repair.

**Brakes:** backing plates ♦ disc brake calipers ♦ wheel cylinders ♦ master and power brake cylinder ♦ vacuum assist booster ♦ hydraulic lines / fittings ♦ manual or electronic parking brake system and cables (**excluding handle**).

**Electrical:** alternator and voltage regulator ♦ ignition module ♦ ignition coils ♦ switches/buttons including manually or mechanically-operated electrical switches ♦ starter motor, solenoid and starter drive ♦ wiper motors ♦ wiring harnesses for Electrical Covered Parts.

**Steering:** all internal lubricated parts within the steering gear and power steering pump ♦ control valve ♦ power steering lines, hoses, cooler and couplings ♦ tie rod ends ♦ idler arm ♦ pitman arm ♦ intermediate and main shaft ♦ drag link ♦ rack-and-pinion gear and housing ♦ steering knuckle ♦ electric power steering system.

**Suspension:** ball joints ♦ control arms, shafts and bushings ♦ linkage and bushings ♦ struts, mounts and bushings ♦ stabilizer bar, links and bushings ♦ spindle/spindle support.

**Seals and Gaskets:** Seals and gaskets for all Covered Parts listed above.

#### **Gold Coverage (All Covered Parts listed under Powertrain Coverage and Silver Coverage above plus the following)**

**Gasoline/Diesel Engine:** oil pressure sending unit ♦ mounts.

**Transmission (Automatic, Continuous Variable (CVT),**

**Standard and Transfer Case):** transmission cooler/metal lines ♦ transmission range sensor ♦ external transmission solenoids.

**Cooling/Fuel:** mass air flow sensors/meters ♦ oxygen sensors ♦ fuel tank ♦ fuel tank sending unit ♦ radiator ♦ blade assembly and fan clutch ♦ electric cooling fan motor.

**Air Conditioning:** accumulator ♦ receiver/dryer ♦ temperature control actuators and motors ♦ thermostatic expansion valve ♦ blower motor and resistor ♦ heater core ♦ lines and hoses ♦ belt tensioner.

**Brakes:** antilock brake system ♦ brake pedal shaft.

**Steering:** column lock ♦ tilt wheel mechanism.

**Suspension:** electronic level control system.

**Electrical:** control modules: body, cruise, engine, powertrain, transmission and wiper ♦ motors: convertible top, door lock, mirror, seat track, sunroof and window ♦ window regulator ♦ door lock actuators ♦ sensors: camshaft position, coolant temperature, crankshaft angle and throttle position ♦ instrument cluster ♦ keyless entry system ♦ rear window defroster (**electrical failures only**) ♦ radio ♦ compact disc player ♦ wiring harnesses for Electrical Covered Parts.

**Seals and Gaskets:** Seals and gaskets for all Covered Parts listed above.

**Platinum Coverage** Any part experiencing a Mechanical Breakdown before this Contract expires or is cancelled **except for the parts listed in Section H (Exclusions and Other Coverage Limitations).**

**Optional Surcharged Coverage** Any one or more of the following if selected and paid for on the Contract Purchase Date and indicated on the Registration Page.

**Lift Kit / Tire Modifications:** Covers eligible vehicles with an aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits with no more than a 6" suspension lift or a 3" suspension drop from the OEM specifications and/or non-OEM tires that do not exceed the OEM specifications by more than 4" in diameter.

**Snow Plow:** Covers eligible vehicles with less than a three quarter ton rating that are equipped with a manufacturer snow plow package, including a snow plow prep package. **The snow plow itself, all of its assembly and any aftermarket and/or manufacturer or dealer installed snow plow accessories and /or equipment is not covered.** The Vehicle must be used for personal use only. **This Optional Surcharged Coverage cannot be combined with the Optional Surcharged Business Use Coverage.**

**Business Use:** Covers eligible vehicles with less than one ton rating, used solely or partially in pursuit of a business or for the generation of income, regardless of whether the Vehicle is registered to an individual or business. **This Optional Surcharged Coverage cannot be combined with the Optional Surcharged Snow Plow Coverage.**

#### **F. Reporting a Mechanical Breakdown Claim**

**To obtain service during normal business hours:**

- 1. Take immediate action to prevent further damage to the Vehicle.**
- 2. Take the Vehicle to a Repair Facility before this Contract expires or is cancelled and provide the Repair Facility with a copy of the Contract or the Contract Number, if possible.**
- 3. You or the Repair Facility must contact the Administrator at 1-800-432-4566 to obtain authorization before any parts are repaired, replaced or cleaned.**
- 4. Authorize disassembly of the Vehicle if disassembly is necessary to diagnose the cause and cost of the reported Mechanical Breakdown. You will be responsible for any disassembly charges if the associated repairs are not Covered Repairs.**
- 5. If requested, provide the Administrator or the Repair Facility with copies of the Vehicle's maintenance records.**
- 6. Within 90 calendar days after the Covered Repair is performed,**

you or the Repair Facility must furnish the Administrator with copies of an itemized, dated repair order and paid receipt(s).

To obtain service after normal business hours:

1. Take immediate action to prevent further damage to the Vehicle.
2. Obtain a written repair estimate from the Repair Facility
3. You may have the Repair Facility proceed with the repair without losing any rights to receive reimbursement if the repair otherwise qualifies as a Covered Repair.
4. Follow steps 4-6 listed above for obtaining service during normal business hours.

#### G. Additional Benefits

The following additional benefits are available beginning at 12:01 AM (your local time) on the Contract Purchase Date and continuing until this Contract expires or is cancelled. We will pay or reimburse you for actual expenses incurred, subject to the limitations described below. You are responsible for providing the Administrator with copies of receipts or other documents supporting these expenses within 90 calendar days after the costs are incurred. We will regard any applicable taxes as part of the expense.

##### 1. Service Allowance:

We will reimburse you up to \$100 per incident for emergency roadside assistance expenses incurred in the United States, its territories and possessions and Canada, if the Vehicle becomes inoperable as a result of a Mechanical Breakdown (regardless of whether it results in a Covered Repair) or any other condition not specifically excluded in Section H (Exclusions and Other Coverage Limitations). This assistance comprises: towing or winch-out service ♦ flat tire replacement using the Vehicle's inflated spare ♦ delivery of fuel, water and other fluids necessary to operate the Vehicle (excluding the cost of fluids) ♦ lock-out assistance ♦ jump start (excluding hybrid vehicle main power cell batteries). Winch-out service will not be provided if the Vehicle was intentionally driven off-road. You must make your own arrangements for emergency roadside assistance.

##### 2. Substitute Transportation:

We will reimburse you up to \$35 per day, for a maximum of 7 days per occurrence, for expenses incurred to rent a substitute vehicle from a licensed rental car agency or for public or private commercial transportation while the Vehicle is undergoing a Covered Repair. We will not reimburse you to the extent you are entitled to substitute transportation benefits or reimbursement from another source. This additional benefit also applies while the Vehicle is under the manufacturer's warranty. You must make your own arrangements for substitute transportation.

##### 3. Trip Interruption:

We will reimburse you for expenses incurred for meals and lodging up to \$100 per day for a maximum of three days when the Vehicle is undergoing a Covered Repair due to a Mechanical Breakdown that has occurred more than 100 miles from your residence and the Repair Facility keeps the Vehicle overnight. Valid lodging and meal receipts are required for you to receive reimbursement. You must make your own arrangements for meals and lodging.

#### H. Exclusions and Other Coverage Limitations

This Contract does not cover the following:

1. Repairs or replacements falling within any of the following descriptions: not authorized in advance unless made after normal business hours ♦ performed outside of the United States, its territories and possessions, or Canada ♦ constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Mechanical Breakdown has not occurred ♦ to address noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown ♦ to address water or air leaks ♦ to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due to exposure

to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software ♦ to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) ♦ to address oil sludging, burnt valves or engine detonation failure.

2. Damages and costs falling within any of the following descriptions: arising from fraud, bad faith or personal injury ♦ punitive or exemplary ♦ to property, other than as specifically covered in this Contract ♦ attorney fees ♦ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, recycling fees, core charges, freight charges or fuel surcharges ♦ odor removal.
3. If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, snow plowing (except as allowed under the Snow Plow Optional Surcharged Coverage when you have selected and paid for that option) or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is for commercial use (except as allowed under the Business Use Optional Surcharged Coverage when you have selected and paid for that option) ♦ is retrofitted with aftermarket equipment to use alternative fuels ♦ has aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits, (except as allowed under the Lift Kit/Tire Modifications Optional Surcharged Coverage when you have selected and paid for that option).
4. A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions: your negligence or misuse ♦ improper servicing ♦ failure to perform general and safety related maintenance required or recommended by the Vehicle manufacturer ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ occurring when a condition exists that permits us to cancel the Contract (see Section L (Cancellation Procedures) for further details) ♦ overloading or towing beyond original equipment manufacturer specifications ♦ reverse polarity, power surges and overloaded circuits ♦ pre-existing condition.
5. A part falling within any of the following descriptions: key-fobs ♦ expansion plugs ♦ weather strips ♦ batteries, hybrid battery module/pack ♦ external battery charger and service plug ♦ body and trim items (such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams, paint, sunroof assembly, convertible top and removable hardtop) ♦ after-market (non-manufacturer) equipment ♦ any replacement part not of the same kind and quality as the manufacturer installed part it replaced or incompatible with the design specifications and wear tolerances of the Vehicle manufacturer ♦ mobility or conversion equipment.
6. Any of the following parts, services and items generally constituting scheduled maintenance and wear-damaged items: belts (except timing belts) ♦ fasteners ♦ brake drums ♦ brake rotors ♦ exhaust systems including catalytic converters ♦ all friction materials ♦ valve grinding ♦ hoses (except air conditioning and power steering hoses) ♦ all fluid caps and reservoirs ♦ all illumination devices ♦ head

and tail light assemblies ♦ fuses ♦ lubricants (except to complete a Covered Repair) ♦ brackets ♦ throw out bearing ♦ pilot bushing and manual clutch parts ♦ spark plugs and wires ♦ tires ♦ wheels / rims ♦ wheel balancing ♦ wiper arms and blades ♦ adjustments and alignments ♦ shop supplies ♦ any other items subject to scheduled maintenance or wear damage.

**I. Claim Appeal Process**

You may appeal a claim denial by submitting a written request for an appeal describing the basis of your appeal to us by email or mail within 20 business days after we notify you of our determination. Upon our receipt of your appeal request, we will assign a service representative to provide you with information about the appeal process.

A panel of three persons with experience in vehicle service contract coverage, but who were not responsible for adjudicating your Mechanical Breakdown claim, will review your appeal within 20 business days after our receipt of your written appeal request. We will send written notification by mail or email of our appeal determination within 20 business days after our review of your appeal.

**Email Address:**

**Mailing Address:**

Protective  
P.O. Box 830637 Birmingham, AL 35283-0637  
Attn: VSC Claim Review

**J. Limits of Liability**

**Our liability under this Contract shall never exceed either of the following:**

**Over the Life of This Contract: The Vehicle Purchase Price if you purchased the Vehicle or the Lease Price if you leased the Vehicle on the Contract Purchase Date.**

**Per Repair Visit: The lesser of the cost of the Covered Repair(s) or the actual cash value of the Vehicle immediately prior to the Mechanical Breakdown as determined using leading industry used car value guides such as the NADA Official Used Car Guide or Kelley Blue Book.**

**Liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law.**

**K. Contract Transfer**

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide the Administrator with the following documents: a transfer request form signed by you and the next owner, Vehicle maintenance records, a dealer certified Vehicle odometer reading, and copies of documents submitted to the manufacturer to effect the warranty transfer. Contract transfers are subject to a \$40 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after a change of ownership, the transferee should notify the Administrator.

**L. Cancellation Procedures**

1. You may cancel this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request to the Administrator by mail, fax or email to:

P.O. Box 830637, Birmingham, AL 35283-0637  
Fax: 205.515.5172

Cancellation will be effective as of the date we, the Administrator or the Seller receive your written cancellation request.

2. We may cancel this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
  - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
  - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
  - d. You did not pay the Contract Price.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused time or unused miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused time or unused miles using the date we discover the reason for cancellation as the cancellation date.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we, the Administrator or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.
4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund based on 3a, 3b, 3c and 3d above. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee. In the event of a repossession, charge off, or total loss, your rights to cancel the Contract transfer to the lienholder or lessor if the Contract was financed with your Vehicle and any refund due, based on 3a, 3b and 3d above, will be paid directly to the lienholder or lessor as sole payee.
5. If you cancel this Contract and do not receive a refund or refund credit to your loan or lease within 30 days, please notify the Administrator.
- M. Arbitration and Other Matters Concerning Disputes**
- Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.
1. **In no event will you have the right to file or participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.**
  2. Subject to the preceding paragraph, you and we consent to have arbitration under this Contract joined with any other arbitration between you, on the one hand, and us, our agent, the Administrator and/or the insurer backing our obligations under this Contract, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Contract's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.
  3. If the AAA is not available to administer this Contract's arbitration, we will select another generally recognized arbitration administrator,

reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Contract.

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 calendar days after you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.
5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Contract and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Contract.

**If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.**

#### **N. General Terms**

1. Any provision of this Contract which, on the Contract Purchase Date, conflicts with applicable federal, state or local laws is amended to conform to the minimum requirements of such laws.
2. The terms and conditions outlined above are the full and complete Contract between the parties. No oral representations or statements should be relied upon by the Contract Holder(s).
3. No amendment, supplement, or waiver of any provision of this Contract will be binding against us unless it is in writing and signed by us.
4. **If we make any payment under this Contract and you have a right to recover against another party, your rights shall become our rights and you shall provide reasonable cooperation to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.**
5. This Contract is not renewable.

#### **O. State Amendment Requirements / Disclosures**

This Contract is amended to comply with the requirements and disclosures for the Seller's state set forth below.

##### **North Carolina**

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
  - a. A direct violation by you of this Contract; or
  - b. You did not pay the Contract Price.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
  - b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$75 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused time or unused miles.
  - c. If we cancel this Contract more than 30 calendar days after

the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused time or unused miles using the date we discover the reason for cancellation as the cancellation date.

- d. Any refund will be paid or credited within 30 calendar days of:
  - (1) the date we, the Administrator or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

##### **South Carolina**

The following is added to the Contract:

In the event of a dispute with the provider of this Contract, you may contact the South Carolina Department of Insurance at: Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina, 29201, or by calling 1-800-768-3467. This Contract is not insurance.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.**

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
  - a. Material misrepresentation or fraud by you with regard to the Contract;
  - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
  - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
  - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
  - b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused time or unused miles.
  - c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused time or unused miles using the date we discover the reason for cancellation as the cancellation date.
  - d. Any refund will be paid or credited within 30 calendar days of:
    - (1) the date we, the Administrator or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.