

# SAFE-DRIVE VEHICLE SERVICE CONTRACT

**SAFE-GUARD®**  
Products International

## ADDENDUM TO VEHICLE SERVICE CONTRACT

This Addendum is issued in connection with your Safe-Drive Vehicle Service Contract and is incorporated into and made a part of that contract. Please retain this document with your contract for your records.

If you have any questions or require claim assistance, please contact Customer Care at 240-241-7265.

### HOW IT WORKS

1

CONTACT YOUR SELLING  
DEALER DIRECTLY TO  
REPORT YOUR CLAIM  
AND SCHEDULE YOUR  
COVERED REPAIR.

2

BRING YOUR VEHICLE  
AND THIS ADDENDUM  
TO THE EASTERNSEPAIR  
FACILITY SERVICE  
DEPARTMENT.

3

THE SERVICE  
DEPARTMENT WILL  
COORDINATE WITH THE  
SAFE-DRIVE CLAIMS  
ADMINISTRATOR ON  
YOUR BEHALF.

4

YOUR \$200 DEDUCTIBLE  
IS WAIVED  
AUTOMATICALLY.  
YOU PAY \$0 OUT OF  
POCKET FOR THE  
DEDUCTIBLE.

### EXCLUSIVE BENEFIT

**\$200**  
**DISAPPEARING  
DEDUCTIBLE**

Return to an Easterns repair facility  
for covered repairs and your \$200  
deductible is waived – completely.

### TERMS & CONDITIONS

**Eligible Repairs:** This benefit applies to all covered repairs as defined in your Safe-Drive Vehicle Service Contract.

**Easterns Dealer Requirement:** The \$200 deductible waiver is available exclusively for covered repairs performed at any Easterns repair facility location.

**Standard Deductible:** If you choose to have your covered repairs performed at a licensed repair facility other than an Easterns repair facility location, the standard \$200 deductible per repair visit will apply, as stated in your Vehicle Service Contract.

**Claim Process:** All claims must be authorized by the Safe-Drive claims administrator before repairs are performed. The Easterns repair facility will initiate this process on your behalf.

**REMEMBER: ALWAYS RETURN TO AN EASTERN REPAIR FACILITY FIRST TO ENJOY YOUR \$200 DISAPPEARING DEDUCTIBLE BENEFIT.**

Contract Holder Signature

Date

Printed Name

Dealer Representative / F&I Mnager

This addendum is part of and subject to the terms of your Safe-Drive Vehicle Service Contract. Please keep with your contract documents.

### SCHEDULE: MISSING INFORMATION WILL DELAY PROCESSING OF THIS APPLICATION

#### A. APPLICATION NUMBER

Your Application/Contract Number

#### B. CUSTOMER INFORMATION

Purchaser or Lessee (You and Your) Last Name First Name MI

Your Telephone Number Your E-mail

Address City State ZIP

#### C. VEHICLE INFORMATION

Year Make Model Vehicle Identification Number (VIN) Vehicle Purchase Price

#### D. SERVICE CONTRACT TERM & PRICE

Effective Date (Date Contract Purchased) Odometer Reading (Maximum of 132,000 Miles) Contract Price

DEDUCTIBLE

\$200

TERM (in months/miles, whichever occurs first)

/

#### E. ADMINISTRATOR INFORMATION

Safe-Guard Products International, LLC  
Two Concourse Parkway, Suite 500  
Atlanta, GA 30328

Claims Contact Information  
800-949-5680  
www.sgclaims.com

#### F. LIENHOLDER INFORMATION

Lienholder Name

Address City State ZIP

#### G. ISSUING DEALER INFORMATION

Issuing Dealer Name Dealer Number

Address City State ZIP

#### H. SERVICE CONTRACT PLAN

PRE-OWNED SAFE-DRIVE™ PLUS

#### I. ADDITIONAL COVERAGES

Daily Car Rental Benefit: \$35 Roadside Service: 877-221-2399 Daily Trip Interruption Benefit: \$200

Check if Vehicle has (Please check all that apply.) ☐ Diesel ☐ All or 4-Wheel Drive ☐ Supercharger or Turbo ☐ V10 Engine

Must be checked at Time of Purchase or no Coverage will be afforded.

### CUSTOMER ACKNOWLEDGEMENTS

**PURCHASE OF THIS CONTRACT IS NOT REQUIRED TO LEASE, PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE.**

This Contract is between Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328 (herein referred to as **We, Us, and Our**), and You and provides coverage for the Term stated in Section D of the **Schedule**.

**I, the undersigned, hereby apply for a vehicle service contract (Contract) covering the vehicle described above. My signature means that I have reviewed and understand the time and mileage limitations, coverage, and exclusions, and that the repair of non-covered components is excluded from coverage. I have reviewed ALL the coverage and options available. All of the options I wish to purchase are clearly marked above. I have read and understand the Required Maintenance, Section 4, of the Contract. I hereby declare that I have received the Contract and the above information is correct.**

Your Signature

EAVVSC

Rev 10/12

Dealer Representative

ADMINISTRATOR COPY

Date

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EAVVSC

Rev 10/12

\_\_\_\_\_  
Dealer Representative

**DEALER COPY**

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Rev 10/12

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DEDUCTIBLE \$200 TERM (in months/miles, whichever occurs first) /

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**UPON OUR ACCEPTANCE OF YOUR APPLICATION, THIS IS YOUR CONTRACT.  
PLEASE READ CAREFULLY.**

**SECTION 1: CONTRACT DEFINITIONS**

**ADMINISTRATOR:** Safe-Guard Products International, LLC is the **Administrator** of this **Contract**. **You** may contact the **Administrator** at any time to have coverage questions answered or receive assistance in filing a claim under this **Contract** at 800-949-5680.

**APPROVED VEHICLE:** A vehicle titled within the United States, its Territories, or Possessions that meets the Administrator's underwriting requirements and guidelines at the time of sale for mileage, term, plan, options, condition, and vehicle type, and is listed in Section C of the **Schedule**.

**CONTRACT:** This Safe-Drive Vehicle Service **Contract**.

**CONTRACT TERRITORY** and **TERM:** This **Contract** applies to a **Mechanical Breakdown** occurring only within the United States, its Territories or Possessions, and Canada and can only be purchased within the country in which **You** reside. It is effective upon issuance and expires in accordance with the elapsed time or mileage, whichever occurs first, shown in the **Schedule** attached to this **Contract** for the **Term You** purchased.

**COVERED PARTS:** The parts specifically listed in Coverage, Section 6. Parts that are not listed or parts and services that are excluded in General Contract Exclusions, Section 9, are not covered. Coverage includes fluids and labor only when required as part of a covered **Mechanical Breakdown**.

**EFFECTIVE DATE:** The Date this **Contract** was purchased as listed in Section D of the **Schedule**.

**EXPIRATION DATE:** The **Effective Date** plus the **Term You** purchased as listed in Section D of the **Schedule**.

**EXPIRATION MILEAGE:** The mileage **Term** purchased as listed in Section D of the **Schedule** IS added to the mileage on the odometer at the time of purchase.

This **Contract** will expire at either the **Expiration Date** or the **Expiration Mileage**, whichever occurs first, or when **We** have wholly fulfilled **Our** financial obligations under the terms of the Limit of Liability clause of the General Provisions, Section 10, of this **Contract**.

**MECHANICAL BREAKDOWN:** The failure of a Covered Part to perform its intended function due to defects in materials or faulty workmanship in its manufacturing. This may include wear tolerances that are outside the manufacturer's specifications that prevent the part from operating as designed. (See General **Contract** Exclusions, Section 9.) Non-covered parts are not covered.

**SCHEDULE:** Upon acceptance by the **Administrator**, **Your** Vehicle Service **Contract** Application becomes **Your Schedule**. The **Administrator** reserves the right to reject this Vehicle Service **Contract** Application.

**WE, US, and OUR:** Safe-Guard Products International, LLC.

**YOU and YOUR:** The Purchaser or Lessee shown in Section B of the **Schedule** or the person to whom this **Contract** was properly transferred.

**SECTION 2: HOW TO MAKE A CLAIM**

1. If the **Approved Vehicle** is inoperable, and to prevent further damage, immediately stop the vehicle and call 877-221-2399 (see Roadside Service under Added Coverages, Section 7). It is **Your** responsibility to use all reasonable means and precautions to protect the **Approved Vehicle** from further damage. Continued operation of the **Approved Vehicle** after any **Mechanical Breakdown** shall constitute failure to protect the **Approved Vehicle**. Any damage from failure to protect the **Approved Vehicle** shall not be recoverable;
2. **You** must authorize the Issuing Dealer or any other state licensed repair facility to inspect and diagnose the **Mechanical Breakdown**, as necessary, to determine the cause of failure and the cost of parts and labor to repair. **You** are responsible for the cost of disassembly in the event the **Mechanical Breakdown** is **NOT** payable under this **Contract** (See General **Contract** Exclusions, Section 9);
3. If requested, permit inspection of the **Approved Vehicle** by the **Administrator** **BEFORE** repairs are performed;
4. **Prior to starting repairs, the repair facility must contact the Administrator at 800-949-5680 with diagnosis and estimate of repairs.** If a covered **Mechanical Breakdown** occurs when the **Administrator's** office is closed, **You** or the repair facility must contact the **Administrator** during the next business day. **Failure to contact Us and report the claim on the next business day may result in nonpayment (see General Contract Exclusions, Section 9);**
5. Upon request, provide proof of maintenance (see Required Maintenance, Section 4);
6. **You** must pay the deductible and any other non-covered expenses as applicable;
7. Payment for covered **Mechanical Breakdowns** will be made to either the repair facility or **You** in accordance with **Contract** provisions within thirty (30) days after receipt of the repair order. Repair orders must be received by the **Administrator** within ninety (90) days of completion of repairs and the repair order must be signed by **You**. Failure to sign the repair order may cause delays in processing your claim.

**Claims mailed in without prior authorization from the Administrator will be denied.**

### SECTION 3: PAYMENT OF MECHANICAL REPAIRS

We will pay for the reasonable cost or reimburse **You** for the reasonable cost to repair a covered **Mechanical Breakdown** (diagnostic and repair time are allowed only as indicated in a current edition of a Motor, Mitchell, or AllData labor guide), when repaired by a state licensed repair facility or, if necessary, **We** will arrange for the repair of such covered **Mechanical Breakdown** at **Our** expense. The payment of sales tax on covered repairs will be made in accordance with the regulations of the taxing authority in the state where **Your Approved Vehicle** has been repaired. Payment of covered **Mechanical Breakdowns** will only be released upon the receipt of a verifiable invoice signed by the Purchaser or Lessee shown in Section B of the **Schedule** or the person to whom this **Contract** was properly transferred, indicating that the authorized repairs were properly performed and completed. Failure to sign the repair order may cause delays in processing your claim.

### SECTION 4: REQUIRED MAINTENANCE

In order to keep this **Contract** in force or transfer this **Contract**, **You** must maintain the **Approved Vehicle** in accordance with the manufacturer's published maintenance requirements from the date **You** purchased the **Approved Vehicle**. If **You** are using the **Approved Vehicle** for commercial use, towing, snow plowing, or off road use, **You** must follow the manufacturer's severe use maintenance requirements. Before any repair is authorized or transfer approved, **We** will require **You** to prove **You** have properly maintained the **Approved Vehicle** as required. **You** are responsible for retaining the receipts identifying the **Approved Vehicle** showing dates, mileage, services performed, year, make, model, and vehicle identification number (VIN), and providing them to the **Administrator** in the event of a claim or transfer. **The performance of normal maintenance services is not covered by this Contract.** **You** are responsible for making certain that all warning lights/gauges/indicators of any kind, including, but not limited to, oil and temperature, are functioning properly, and discontinue operation as soon as is reasonably possible when any warning/ malfunction occurs, whether visual or audible, indicating inadequate protection or performance.

### SECTION 5: DEDUCTIBLES

The Deductible is the portion of the repair costs **You** must pay for each covered repair visit as shown in Section I of the **Schedule**. The Deductible does not apply to the Car Rental, Trip Interruption, or Roadside Service Coverages listed in the Added Coverages, Section 7, of this **Contract**. The Deductible for this **Contract** is \$200 per repair visit.

### SECTION 6: COVERAGE

**COVERED COMPONENTS ONLY – ONLY THE PARTS LISTED BELOW IN EACH COMPONENT ARE COVERED. ANY PARTS NOT LISTED ARE NOT COVERED.**

**PRE-OWNED SAFE-DRIVE™ PLUS covers the following components:**

1. **ENGINE:** Engine block, cylinder head, rotor housing, oil pan, valve cover, timing cover; all internally lubricated parts contained within the engine; oil pump; timing chain, gears, and tensioners; timing belt and tensioners; balance belt; variable valve camshaft adjuster; intake and exhaust manifolds; harmonic balancer; engine mounts; water pump; flywheel; flexplate.
2. **TRANSMISSION, TRANSAXLE, and TRANSFER CASE (Automatic and Standard):** Case housings, housing covers, and pans; all internally lubricated parts contained within the housings; torque converter; viscous coupling; vacuum modulator; transmission mounts.
3. **DRIVE AXLE (Includes transaxle and four (4) wheel drive vehicles):** Front and rear drive axle housings and covers; all internally lubricated parts contained within the drive axle housings; axle shafts; constant velocity joints and boots; driveshafts; universal joints; flex discs; driveshaft center support bearing; driveshaft yokes; four (4) wheel drive engagement actuators and motors; four (4) wheel drive locking hubs.
4. **FRONT SUSPENSION:** Upper and lower control arms; upper and lower ball joints; wheel hubs and wheel bearings.
5. **STEERING:** Steering gear, rack and pinion housings, and all internally lubricated parts contained within the housings; and power steering pump power cylinder assembly.
6. **BRAKES:** Master cylinder; vacuum or hydro booster; wheel cylinders; calipers; equalizer and distributing valves; ABS electronic control unit, wheel speed sensor, and exciters; and ABS proportioning control valves and high-pressure hydraulic pump.
7. **FUEL:** Fuel injectors; fuel pump; and all internal parts of the turbocharger or supercharger and their housings.
8. **COOLING:** Radiator; electric cooling fan motor and its relay; fan clutch; and fan shroud.
9. **ELECTRICAL:** Starter motor; starter solenoid; alternator and its mounting bracket; voltage regulator; wiper motor; and headlamp, turn signal, and windshield wiper switches.
10. **INTERIOR CLIMATE AND COMFORT (Factory or dealer installed with factory approved parts only):** Air conditioning compressor, clutch, pulley, and its mounting bracket; accumulator; receiver dryer; evaporator; and condenser.
11. **SEALS AND GASKETS:** Seals and gaskets for all parts listed above.
12. **POWER TECH AND ELECTRONICS:** Manual and power window regulators; power window motors; power antenna motor and mast; power trunk or tailgate actuator and motor; power headlight door motors and actuators; power sunroof motor (factory installed only); convertible top lift motor; power seat track assembly; power mirror motors; cruise control assembly; speedometer; odometer; fuel gauge; tachometer; volt and amp gauge; temperature gauge; trip computer control module and display; factory keyless entry transmitter and receiver; factory installed anti-theft devices; transmission and transfer case control modules; ignition control modules; fuel injection control modules; fuel injection sensors; and electronic air conditioning control head and module.

## SECTION 7: ADDED COVERAGES

The following coverages are included at no additional cost to You:

**CAR RENTAL:** If Your Approved Vehicle becomes inoperative due to a **Mechanical Breakdown** that is covered by this **Contract** or a **Mechanical Breakdown** being covered under a manufacturer's warranty, We will pay for **Car Rental** reimbursement up to \$35 per day, not to exceed a total of \$210 for any one (1) period. **Car Rental** will be based on the number of labor hours approved for the **Mechanical Breakdown** repair. Each eight (8) hours or portion thereof of approved labor counts as one (1) day **Car Rental**. In the event the **Approved Vehicle** needs to be inspected by Us, We will pay up to an additional two (2) days **Car Rental**. If parts must be ordered, We will pay up to an additional two (2) days **Car Rental**. **Car Rental** is not provided for delays because of shop scheduling or for work not covered by this **Contract**. Rental will be reimbursed only upon receipt of an invoice from a licensed car rental agency.

**EMERGENCY ROADSIDE ASSISTANCE:** Emergency Roadside Assistance is available 24 hours a day, 365 days a year. The following are covered emergencies under Emergency Roadside Assistance:

- **Towing Assistance** – when Your Approved Vehicle is inoperable or unsafe to drive, Your Approved Vehicle will be towed to the Issuing Dealer if You are within forty (40) miles of the Issuing Dealer. If You are more than forty (40) miles from the Issuing Dealer, Your Approved Vehicle will be towed to the closest repair facility or to any other location requested by You.
- **Flat Tire Assistance** – service consists of the removal of the flat tire and its replacement with Your Approved Vehicle's spare tire.
- **Fuel, Oil, Fluid and Water Delivery Service** – an emergency supply of fuel, oil, fluid and water will be delivered if Your Approved Vehicle is in immediate need.
- **Lock-out Assistance** – if Your keys are locked inside Your Approved Vehicle, assistance will be provided in gaining entry into Your Approved Vehicle.
- **Battery Assistance** – if battery failure occurs, a jump-start will be provided to start Your Approved Vehicle.

This benefit, up to \$100 per occurrence, is available to the **Approved Vehicle** listed in Section C of the **Schedule**.

**For Emergency Roadside Assistance, call toll-free: 1-877-221-2399.**

When calling for service, please be prepared to provide your name (as listed on the contract) and last 7 of the VIN (Vehicle Identification Number) of the Covered Vehicle. The VIN is located on your Auto Insurance card, inside the driver's side door, or on the lower part of the dash board on the driver's side of the Covered Vehicle.

**EMERGENCY TRAVEL EXPENSE REIMBURSEMENT:** We will pay for emergency local commercial lodging, meals and transportation expenses up to \$1,000 per occurrence (a maximum of \$200 per day for up to five (5) days from the date of Your **Mechanical Breakdown**) when:

- The **Mechanical Breakdown** occurs 100 miles or more from Your home;
- The **Mechanical Breakdown** renders Your Approved Vehicle inoperable or unsafe to drive; and
- Your Approved Vehicle is required to be held overnight by a repair facility for covered repairs.

## SECTION 8: GENERAL CONTRACT EXCLUSIONS

**THIS CONTRACT DOES NOT COVER OR APPLY TO ANY OF THE FOLLOWING CONDITIONS:**

1. Any claim submitted without the authorization of the **Administrator** prior to starting any repairs. (See How to Make a Claim, Section 2.)
2. Any **Mechanical Breakdown** or damage resulting from continued operation, such as not stopping Your vehicle immediately or having it towed, or caused by Your failure to take reasonable precautions to prevent further damage when an apparent problem exists (See Required Maintenance, Section 4).
3. The repair or replacement of any Covered Part if a **Mechanical Breakdown** has not occurred.
4. Any costs incurred for diagnostics or disassembly work if a **Mechanical Breakdown** is not covered by this **Contract**.
5. Any environmental surcharges, waste disposal fees, shop supplies, and other similar miscellaneous charges.
6. Any part not listed for coverage, including but not limited to, the performance of normal maintenance services as set forth in the owner's guide for the **Approved Vehicle** and scheduled replacement of parts and wear items. This includes freight and core charges; any part that was not originally installed by the manufacturer, oil, coolant, additives, and refrigerants or other fluids, except in conjunction with the repair of a Covered Part (this is limited to necessary amounts required to refill the system one (1) time for the repair of the Covered Part); nuts, bolts, and fasteners except when required to complete a covered repair on a Covered Part.
7. Any part that a repair facility or manufacturer recommends or requires to be repaired, replaced, or is an update (including updated software or programming), and is not a **Mechanical Breakdown**. This includes modifications, replacement or alteration of existing parts or systems necessitated by the replacement of an obsolete, superceded, or unavailable part, and improper maintenance or repair.
8. Any **Mechanical Breakdown** or damage resulting from misuse; abuse; negligence; collision or upset; fire or smoke; theft or attempted theft; vandalism; riot or civil commotion; explosion; lightning; earthquake; freezing; rust or corrosion; windstorm; hail; water or flood; acts of God; salt; environmental and road hazard damage; chemical; nuclear incident; or acts of war.

9. Any **Mechanical Breakdown** caused by a lack of required maintenance as set forth under Required Maintenance, Section 4; contaminants or contaminated fluids, fuel, coolants, oils, and lubricants; foreign objects; improper amounts or types of lubricants, fuels, or coolants; sludge and/or varnish.
10. Any loss or expense that is a direct result of a mechanical or structural defect for which a manufacturer has announced a recall or other announcement for the purpose of correcting a defect, or the repair of any part covered by the Federal Emission Warranty.
11. Any vehicle that currently has or at any time has had an altered, or inoperative odometer that has been left unrepaired, whether such repair is covered by this **Contract** or not.
12. Any vehicle modified or altered with, but not limited to, high performance and/or off-road equipment that is not original factory equipment, done before or after the **Effective Date** of this **Contract**. This includes tire or wheel sizes and offsets not recommended by the manufacturer.
13. **Mechanical Breakdown** or failure as a result of spinning of tires, over revving, competitive driving, and racing.
14. Any vehicle used for pulling a trailer, unless the vehicle was properly equipped beforehand for this purpose as recommended by the manufacturer.
15. Any vehicle that is reconstructed from salvage; declared a total loss; is a manufacturer buyback; declared a lemon; the vehicle identification number has been changed or altered; or if the original manufacturer's warranty has been voided for any reason.
16. Any loss or expense if **Your Approved Vehicle** is used or equipped for the following: government agencies; fire, police, or any emergency services; rental, taxicab, limousine, shuttle or livery service; railroad; any forestry activities; delivery or hauling; agricultural purposes; route work; job site activities; service or repair work; fieldwork and construction trades.
17. Any vehicle that has the following characteristics: step-van; high-cube van; box body; cab and chassis or other incomplete vehicle; right hand steering; any vehicle that has business related equipment permanently mounted to the chassis or bed of the vehicle; or that have special bodies designed for construction, hauling or delivery.
18. Vehicles used for snowplowing are not covered, nor are any costs incurred for the repair or replacement of a snowplow and/or its components, in addition to any other non-factory installed parts.
19. Any vehicle not originally manufactured to be sold in the U.S. meeting U.S. specifications, commonly known as a gray market vehicle.
20. Consequential damages to non-covered parts are excluded from coverage. **Our** liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of your **Approved Vehicle**, loss of time, inconvenience, and commercial loss resulting from the operation, maintenance, or use of **Your Approved Vehicle** is expressly excluded.
21. Any repair where the only malfunction is low compression or excessive use of oil, unless parts exceed wear tolerances allowed by the manufacturer. Repair to piston rings and/or valves are not covered if the only malfunction is due to carbon buildup.
22. Any pre-existing condition (A condition that already existed on the **Approved Vehicle** when **You** purchased **Your Contract**).
23. Any **Mechanical Breakdown** covered by any limited warranty, manufacturer's warranty, manufacturer's and/or dealer customer assistance program, repairer's guarantee, road club, or any other guarantee, warranty, or insurance policy, whether collectible or not. It is **Your** responsibility for making sure that all remaining manufacturer's original warranties are transferred to **You**.

**IF YOUR APPROVED VEHICLE IS USED, MODIFIED, OR ALTERED IN THE MANNER DESCRIBED ABOVE, WE WILL CANCEL THIS CONTRACT AS OF THE DATE WE ARE MADE AWARE OF SUCH USE OR MODIFICATION. IF WE CANCEL THIS CONTRACT, YOU WILL BE ENTITLED TO A REFUND COMPUTED AS OF THE DATE AND MILEAGE WE BECOME AWARE OF THE USE OR MODIFICATION, CALCULATED UNDER THE TERMS SET FORTH IN THE TERMINATION REFUND AND RETAINED CHARGES CLAUSE OF THE GENERAL PROVISIONS SECTION OF THIS CONTRACT AND NO CLAIMS WILL BE PAYABLE.**

## **SECTION 9: GENERAL PROVISIONS**

**THIS CONTRACT IS NOT RENEWABLE.**

**REPAIRER'S GUARANTY OR OTHER SERVICE CONTRACT:** Any repair facility repairing **Your Approved Vehicle** for a **Mechanical Breakdown** covered by this **Contract** is fully responsible for that repair for the term of the warranty indicated on the repair order (minimum ninety (90) days). This **Contract** has no liability for similar repairs to the same part(s) during the warranty period.

**LIMIT OF LIABILITY:** This **Contract** is limited to repair or replacement of the failed covered part only to restore the failed part to the same or like condition prior to a **Mechanical Breakdown**. **Our** maximum Limit of Liability for any one (1) repair visit shall in no event exceed the lesser of the **Approved Vehicle's** actual cash value as determined at the time of any repair as currently listed on the NADA website (www.nada.com) or ten thousand (\$10,000) dollars. The total amount of **Our** liability for all claims and benefits paid or payable under and during the **Term** of this **Contract** shall in no event exceed the actual Purchase Price of **Your Approved Vehicle** as listed in Section C of the **Schedule**. **You** shall provide proof of the purchase price upon request.

**LIENHOLDER ENDORSEMENT:** If **You** financed the **Approved Vehicle**, and so long as the Lienholder is the Legal Owner or the Lessor, then the protection and termination provisions provided to **You** by this **Contract** shall accrue to the Lienholder in the event of repossession, total loss, or possession by other means.

**REPLACEMENT:** Replacement shall be made with parts of like kind and equivalent quality, which may include remanufactured or used parts.

**TERMINATION REFUND AND RETAINED CHARGES:** **You** may terminate this **Contract** by contacting the Issuing Dealer listed in Section G of the **Schedule**, or by written notice to the **Administrator** requesting termination. The information required to process a termination includes: **Contract** Number, date of termination, odometer reading at termination, and Purchaser's signature. The **Administrator** may terminate this contract for nonpayment of the **Contract** price or for any material misrepresentation.

In the event this **Contract** is terminated, the amount **We** retain will be determined as follows: If this **Contract** is terminated within sixty (60) days of the **Contract** purchase date, the total amount paid by **You** for this **Contract** will be refunded provided no repair work has been performed or commenced.

After the first sixty (60) days, or if repair work has been performed or commenced, **We** will retain an amount calculated pro rata based on the months or mileage elapsed since the purchase date, whichever is greater, plus a cancellation fee not to exceed the lesser of ten percent (10%) of the **Contract** price or \$25 (unless state law provides otherwise). The cancellation fee will be charged only if **You** request cancellation of this **Contract**. **We** are the party responsible for honoring the termination requests, however, the Issuing Dealer will handle the request on **Our** behalf, and refund any balance to **You**. If the amount paid for this **Contract** was financed, the Issuing Dealer will make the refund to the lienholder, unless it has been notified the debt has been paid off. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the **Contract** to the provider.

**TRANSFER:** This **Contract** may be transferred to another individual, who is a resident of the United States, to whom **You** sell or otherwise transfer the **Approved Vehicle** while the **Contract** is still in force. This **Contract** cannot be transferred if the title of the **Approved Vehicle** passes through any entity other than the subsequent purchaser, or if the **Approved Vehicle** is sold or traded to a dealership, leasing agency, or any other entity or individual in the business of selling, consigning, or leasing automobiles. This **Contract** may be transferred once, and the transfer must be initiated by the original Purchaser. In order to transfer this **Contract**, **We** must receive from **You**, within thirty (30) days of the date of sale of the **Approved Vehicle**, all of the following:

- A letter identifying the **Approved Vehicle** showing year, make, model, vehicle identification number, current mileage, and **Contract** Number. The letter must also state that the Purchaser of the **Approved Vehicle** has received and read the original **Contract** and understands and accepts its conditions, and it must be signed by both **You** and the Purchaser of the **Approved Vehicle**;
- A copy of the bill of sale;
- Verifiable service records evidencing **You** have complied with the manufacturer's recommended maintenance schedule; and,
- A transfer fee of \$75.

No transfer will be approved if the transfer request is received beyond thirty (30) days of the date of the sale of the **Approved Vehicle**. If the transfer request is not approved, upon **Your** written request, **Your Contract** will be terminated per the Termination Refund and Retained Charges Section above as of the date **You** sold the **Approved Vehicle**. Any transfer fee and unearned portion of the **Contract** Price you paid will be refunded to **You**.

**OUR RIGHT TO RECOVER FROM OTHERS:** If **We** pay anything under this **Contract** and **You** have a right to recover from another party, **Your** rights will become **Our** rights, up to the amount **We** paid. **You** must do whatever is reasonably necessary to enable **Us** to enforce these rights of recovery.

**CONTRACT INSURED BY:** This **Contract** is not an insurance policy. However, **We** have an insurance policy in effect with Virginia Surety Company, Inc. **You** are entitled to make a direct claim against Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604, 800-209-6206. Upon **Our** failure to perform under the **Contract** within sixty (60) days after the repair order has been filed with us, Virginia Surety Company, Inc., which issued an insurance policy, shall pay on behalf of **Us** any sums **We** are legally obligated to pay or shall provide the service which **We** are legally obligated to perform according to **Our** contractual obligations under the **Contracts** issued or sold by **Us**.

**ROADSIDE ASSISTANCE SERVICES PROVIDER:** Roadside Assistance services provided by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas, TX 75244-4388.

**CHANGES:** This **Contract** contains ALL of the agreements between **You** and **Us**. Any alterations to this **Contract** will make it VOID and no claims will be paid. In that case, see Termination Refund and Retained Charges above.

**TERMS OF CONTRACT CONFORMED TO STATUTE:** Any terms of this **Contract** that are found to be in conflict with the statutes of the state in which this **Contract** was signed or the state in which **You** reside are hereby amended to conform to the minimum standards of those statutes.

**ARBITRATION TERMS:** **You** and **We** agree that if any dispute, controversy or claim (individually or collectively a “**Dispute**”) occurs arising out of or related to this **Contract**, then such **Dispute** shall be resolved by binding arbitration before one arbitrator from the McCammon Group. **You** shall select, subject to **Our** consent, a retired judge designated as a “Civil Dispute Neutral” for Maryland or Northern Virginia on the McCammon Group website ([www.mccammongroup.com/professionals-civil/index.asp](http://www.mccammongroup.com/professionals-civil/index.asp)). If **You** and **We** exhaust all options and are unable to agree on the identity of the arbitrator then the McCammon Group shall provide the parties with a list of 5 Civil Dispute Neutrals from which each party will strike one at a time until only one Civil Dispute Neutral remains. The remaining Civil Dispute Neutral will act as the arbitrator and both parties shall be bound by their decision. The validity of the arbitration clause shall also be resolved by binding arbitration. Judgment upon any arbitration award rendered may be entered in any court having jurisdiction. The parties understand that they have a right or opportunity to litigate disputes through a Court, but that they prefer to resolve their disputes through arbitration. Except as provided herein, the parties agree and understand that all **Disputes** arising under any and all laws, including, but not limited to all contract, tort or property disputes will be subject to binding arbitration in accordance with the terms hereof. The parties agree that the arbitrator shall have all powers provided by law and this **Contract**. The parties agree that the final cost of arbitration shall be borne equally between the parties, provided however, that the arbitrator may, in accordance with applicable law, apportion the costs. Notwithstanding anything herein contained to the contrary, **We** will pay any costs of arbitration that a Court or the arbitrator decides is required to be paid in order to assure that this arbitration agreement is enforceable. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or more than \$100,000, that party may request a new arbitration, provided it pays the entire costs of the old arbitration. As used herein, a Dispute includes, but not limited to, any question as to whether something must be arbitrated, as well as any allegation concerning a violation of state or federal statute that may be the subject of binding arbitration, any purely monetary claim greater than \$1,000.00 in the aggregate whether contract, tort, or other arising from or relating to the negotiation of and terms of this service contract. A **Dispute** must be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The parties agree that once one of the parties has elected to arbitrate, binding arbitration is the exclusive method for resolving any and all **Disputes** and that by entering into this arbitration agreement the parties are waiving their right to bring or participate in any class action in court or through arbitration (this is referred to below as the class action waiver). If any part of this arbitration agreement shall be deemed or found unenforceable for any reason, the remainder of the arbitration agreement shall remain enforceable. **We** agree to waive any right that **We** may have to arbitrate a dispute that **You** assert as an individual (as opposed to a class) action in a small claims or other court of limited jurisdiction in an amount of \$1,000 or less. In the event that such a claim is later amended to seek class relief, is removed to another court or a larger amount is sought, **We** shall at such time be permitted to withdraw **Our** waiver and require arbitration. The parties acknowledge and agree that the Federal Arbitration Act (9 U.S.C. 1 et seq.) shall govern any arbitration under this arbitration agreement.

**DISPUTE DEFINITION:** As used in this **Contract**, a **Dispute** is defined to include, but is not limited to, any question as to whether something must be arbitrated, as well as any allegation concerning a violation of state and federal statute that may be the subject of binding arbitration, any purely monetary claim greater than \$1,000.00 in the aggregate whether contract, tort or other arising from or relating to the negotiation of and terms of this **Contract**.