

# MemberCare

## Vehicle Service Contract Terms and Conditions

### Definitions

- Administrator** ..... refers to Interstate National Dealer Services, Inc.
- Contract** ..... refers to this **Vehicle Service Contract** which **You** purchased from **Us** to protect **Your Vehicle**.
- Coverage**..... refers to the component protection **You** have chosen, as shown on the **Identification Card**.
- Deductible**..... refers to the **Deductible** type and amount **You** will need to pay, as shown on the **Identification Card**, for each covered **Failure** repair visit.
- Failure/Breakdown** is defined as a **Failure/Breakdown** of a defective part or faulty workmanship as supplied by the Manufacturer or Dealer, but does not include gradual reduction in operating performance due to wear or tear or damage resulting from **Failure/Breakdown** of non-covered parts.
- Identification Card** . refers to the numbered card which becomes part of this **Contract**. It gives information about **You**, **Your Vehicle**, **Coverage** chosen and other significant data.
- Vehicle** ..... refers to the **Vehicle** which is described on the **Identification Card**, which cannot be used for rental, emergency or for-hire purposes.
- We, Us, Our**..... refers to the entity who is obligated to perform under this **Contract**, as indicated on the **Identification Card**.
- You, Your** ..... refers to the **Contract** holder named on the **Identification Card** or the person to whom this **Contract** was properly transferred.

### Terms and Conditions

The following represents the **Coverage**, Benefits, Cancellations, What to do in the Event of a **Failure** and Exclusions of **Your Vehicle Service Contract**. If **You** do not receive **Your Identification Card** within 60 days, phone the customer service number listed on the last page. This document is an Application for the **Vehicle Service Contract** and does not constitute a **Contract** until accepted by **Administrator**.

- 1. CONTRACT PERIOD:** This **Contract** requires a mandatory waiting period before **Coverage** takes effect. The waiting period means that **Coverage** will begin thirty (30) days and one thousand (1,000) miles from the **VSC Retail Date** at 12:01 a.m. (Your local standard time), as determined on the **Application Page**. **Contract expiration** is measured by **Years** added to the **VSC Retail Date** and **Miles** added to zero (0) miles, whichever occurs first. **Thirty (30) days and one thousand (1,000) miles will be added to the term of Your Contract.**
- 2. FAILURE OF COVERED PARTS:** We will pay or reimburse **You** for reasonable costs to repair or replace any **Failure** of a part included in **Your Coverage**. Replacement parts may be new, remanufactured or replacement parts of like kind and quality. Sales tax will be authorized for covered **Failures** only when required by the applicable State where repair is taking place. Labor cost will be determined by national averages for similar repairs or a national published flat rate manual. Reasonable diagnostic charges, as determined by the **Administrator**, will be covered in association with a covered component due to a covered **Failure**.
- 3. TERRITORY:** This **Contract** is limited to **Failures** which occur, and repairs that are made, within the United States of America and Canada.
- 4. LIMIT OF LIABILITY**
  - a) The Maximum limit of liability per loss shall be equal to the actual cash value of the **Vehicle** at the time of **Failure**.
  - b) The Aggregate limit of liability for each Service **Contract** shall not exceed the purchase price of the **Vehicle**.
- 5. OUR RIGHT TO RECOVERY:** 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** will do whatever is necessary to enable **Us** to enforce these rights.
- 6. TRANSFER RIGHTS:** This **Contract** is for the benefit of the original **Contract** holder and is transferable subject to a transfer fee and inspection providing:
  - a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.
  - b) **Contract** is being transferred to a subsequent private purchaser of **Your Vehicle**. (Transfer rights are voided when **Vehicle** is either traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of **Vehicles**.)**You** must submit the following:
  - a) Transfer application (Available from **Administrator**).
  - b) Bill of sale showing sale date and mileage at time of sale.
  - c) \$50.00 Transfer fee made payable to the **Administrator** within thirty (30) days of the transfer of **Vehicle** ownership.
- 7. MAINTENANCE REQUIREMENTS:** **You** must maintain **Your Vehicle** according to the manufacturer's recommendations as outlined in the owner's manual. Your owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. **You** are required to follow the maintenance schedule that applies to **Your Vehicle's** conditions. **You** must be sure only the proper grade of lubricants and

coolants, as recommended by the manufacturer, is used in Your Vehicle. It is necessary for You to retain verifiable receipts for all parts and materials necessary to perform the required maintenance. If necessary, this documentation will be verified by the Administrator.

8. **DEDUCTIBLE:** In the event of a **Failure** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to **Coverages** listed in the Benefits section of this **Contract**. The **Deductible** type and amount **You** have to pay is shown on the **Identification Card**, for covered **Failures** on a per repair visit basis. Should a covered **Failure** require more than one visit to repair, only one **Deductible** will apply to that **Failure**.
9. **ARBITRATION:** If **We** and **You** do not agree on the settlement of any claim, either party may make a written request for arbitration. In this event, each party shall select an arbitrator. The two arbitrators shall select a third. If they cannot agree on a third within thirty (30) days, either may request that the selection be made by a judge of a court having jurisdiction. Each party shall pay the expenses they incur, and bear the expenses of the third party arbitrator equally. A decision agreed to by any two of the arbitrators shall be binding on both parties.
10. **FINANCIAL AGREEMENTS:** If this **Contract** was financed (purchased on a payment plan) by a funding party, they shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Contract** and no refund will be due. Should a claim arise before this **Contract** is paid in full, the balance owed will be deducted from the claim payment.

## COVERAGE

### MemberCare Power Coverage

1. **Engine:** Cylinder Block, Cylinder Head(s) and all internally lubricated parts contained within the engine including: Pistons; Piston Rings; Connecting Rod Bearings; Crankshaft; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Chain or Belt; Timing Gears, Guides, Tensioners; Rocker Arms; Rocker Shafts; Rocker Bushings; Cylinder Head Valves; Valve Guides; Valve Lifters; Valve Springs; Valve Springs; Valve Seals; Valve Retainers; Valve Seats; Push Rods; Water Pump; Oil Pump and Oil Pump Housing; Harmonic Balancer; Oil Pan; Flywheel/Flex Plate; Timing Chain Cover; Intake and Exhaust Manifolds; Valve Covers; Engine Mounts; Seals and Gaskets; Factory Installed Turbochargers/Superchargers, including Housing, Internal Parts, Seals and Gaskets.
2. **Transmission:** (Automatic or Standard) Transmission Case and all Internal Parts plus: Torque Converter, Vacuum Modulator, Electronic Shift Control Unit; Transmission Cooler; Transmission Mounts; Oil Pan; Seals and Gaskets.
3. **Transfer Case:** Transfer Case and All Internal Parts; Seals and Gaskets.
4. **Drive Axle:** (Front and Rear) Drive Axle Case; All Internal Parts contained within the Drive Axle; Locking Hubs; Drive Shafts; Universal Joints; Constant Velocity Joints; Axle Bearings; Four-Wheel Drive Actuator; Differential Cover; Seals and Gaskets.
5. **Cooling:** Engine Cooling Fan and Motor; Fan Clutch; Belt Tensioner; Radiator; Heater Core; Thermostat; Blower Motor; Hot Water Valve.

### MemberCare Platinum Coverage

1. **Engine:** Cylinder Block, Cylinder Head(s) and all internally lubricated parts contained within the engine including: Pistons; Piston Rings; Connecting Rod Bearings; Crankshaft; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Chain or Belt; Timing Gears, Guides, Tensioners; Rocker Arms; Rocker Shafts; Rocker Bushings; Cylinder Head Valves; Valve Guides; Valve Lifters; Valve Springs; Valve Springs; Valve Seals; Valve Retainers; Valve Seats; Push Rods; Water Pump; Oil Pump and Oil Pump Housing; Harmonic Balancer; Oil Pan; Flywheel/Flex Plate; Timing Chain Cover; Intake and Exhaust Manifolds; Valve Covers; Engine Mounts; Seals and Gaskets; Factory Installed Turbochargers/Superchargers, including Housing, Internal Parts, Seals and Gaskets.
2. **Transmission:** (Automatic or Standard) Transmission Case and all Internal Parts plus: Torque Converter, Vacuum Modulator, Electronic Shift Control Unit; Transmission Cooler; Transmission Mounts; Oil Pan; Seals and Gaskets.
3. **Transfer Case:** Transfer Case and All Internal Parts; Seals and Gaskets.
4. **Drive Axle:** (Front and Rear) Drive Axle Case; All Internal Parts contained within the Drive Axle; Locking Hubs; Drive Shafts; Universal Joints; Constant Velocity Joints; Axle Bearings; Four-Wheel Drive Actuator; Differential Cover; Seals and Gaskets.
5. **Cooling:** Engine Cooling Fan and Motor; Fan Clutch; Belt Tensioner; Radiator; Heater Core; Thermostat; Blower Motor; Hot Water Valve.
6. **Steering:** All Internal Parts contained within the Steering Box; Rack and Pinion Gear; Power Steering Pump; Power Steering Hoses; Steering Knuckles; Pitman Arm; Tie Rod Ends and Drag Link; Upper and Lower Steering Column Shafts and Couplings, including Internal Tilt-Wheel Mechanism; Steering Box and Rack and Pinion Gear Housings; Seals and Gaskets; Rear Wheel Steering; Rear Wheel Steering Shaft and Couplings; Power Cylinder and Pump; Electronic Control Unit/Solenoid; Phase Control Unit; Stepper Motor; Steering Box; Control Valve; Rack; Seals and Gaskets.
7. **Brakes:** Master Cylinder; Power Brake Cylinder; Vacuum Assist Booster; Hydro Boost; Disc Brake Caliper; Wheel Cylinders; Compensating Valve; Brake Hydraulic Lines and Fittings; Hydraulic Control Unit; Seals and Gaskets. The following ABS Parts are also covered: Electronic Control Processor; Wheel Speed Sensors; Hydraulic Pump/Motor Assembly; Pressure Modulator Valve/ Isolation Dump Valve; Accumulator; Seals and Gaskets.

8. **Electrical:** Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive; Engine Compartment Wiring Harness; Computerized Timing Control Unit; Electronic Ignition Module; Crank Angle Sensor; Knock Sensor; Ignition Switch Lock Cylinder; Front and Rear Window Wiper Motor, Washer Pump and Switch; Stop Lamp Switch; Headlamp Switch; Turn Signal Switch; Heater/A.C. Blower Speed Switch; Manual Heater/A.C. Control Assembly; and Horns.
9. **Fuel Delivery:** Fuel Pump; Fuel Injection Pump and Injectors; Vacuum Pump; Fuel Tank; Fuel Tank Sending Unit; Metal Fuel Delivery Lines.
10. **Air Conditioner:** Condenser; Compressor; Compressor Clutch and Pulley; Air Conditioning Lines and Hoses; Evaporator; Idler Pulley Bearing; High/Low Compressor Cutoff Switch; Expansion Valve; Pressure Cycling Switch; Seals and Gaskets. The following parts are also covered if they are required in connection with the repair of a covered part listed above: Accumulator/Receiver Dryer; Orifice Tube; Oil and Refrigerant.
11. **Front and Rear Suspension:** Upper and Lower Control Arms; Control Arm Shafts and Bearings or Bushings; Upper and Lower Ball Joints; Radius Arm and Bushings; Torsion Bars and Mounts or Bushings; Stabilizer Bar, Links and Bushings; Struts; Spindle and Spindle Support; Wheel Bearings; and Seals and Gaskets. Variable Dampening Suspension: Compressor; Control Module; Actuator; Solenoid; Height Sensor; Mode Selector Switch; Seals and Gaskets.
12. **Enhanced Electrical:** Automatic Climate Control Programmer; Electronic Instrument Cluster; Mileage Computer; Distributor; Ignition Coil; Electronic Combination Entry System (Does not include Transmitters and Receivers for Remote Locks); Cruise Control Module, Transducer, Servo and Amplifier; Powertrain Control Module; Headlamp Motors; Power Window Motor; Power Seat Motor; Power Mirror Motor; Power Antenna Motor/Mast Assembly; Convertible Top Motor, Power Sunroof Motor; Power Window Switch; Cruise Control Engagement Switch; Power Seat Switch; Power Mirror Motor Switch; Rear Defogger Switch; Power Door Lock Actuator and Switch.

#### **MemberCare Diamond Coverage**

**We** will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of all parts except those listed under the Exclusions Section, less the **Deductible**, in accordance with the Terms and Conditions contained in this **Contract**.

#### **MemberCare Wrap Coverage**

**We** will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of all parts except for Engine, Transmission, Transfer Case, Drive Axle and those listed under the Exclusions Section, less the **Deductible**, in accordance with the Terms and Conditions contained in this **Contract**. The manufacturer is responsible for their basic powertrain warranty.

#### **OPTIONAL**

**LUXURY ELECTRONICS (OPTIONAL - AVAILABLE FOR NEW DIAMOND AND WRAP COVERAGE ONLY) - COVERAGE APPLIES ONLY IF INDICATED ON THE ADMINISTRATOR COPY OF THE APPLICATION PAGE AND YOUR IDENTIFICATION CARD:**

- **GPS Navigation System:** Navigation display unit, navigation control module, navigation system wiring harness. The following parts are specifically excluded: antennae; cables and wiring.
- **Phone System:** Charger/cradle, microphone, speakers, phone. The following parts are specifically excluded: antennae; wiring & cables.
- **TV/Video Entertainment System:** LCD screen (10" or less), RF modulator, video cassette player with auxiliary inputs (No recording capability), digital video disc player, power converter. The following parts are specifically excluded: remote control; cables and wiring; headphones.
- **Internet Access Systems:** Power converter, satellite receiver, satellite dish or wireless receiver (where available). The following parts are specifically excluded: wiring & cables.

### **Benefits**

#### **Deductible Does Not Apply**

**CAR RENTAL:** **We** will, in the event of a **Failure** covered by this **Contract**, pay or reimburse **You** for receipted expenses to rent replacement transportation (from a Dealer or licensed rental agency) while **Your Vehicle** is undergoing repair. Such payment shall be limited to thirty dollars (\$30) for each eight (8) labor hours, or portion thereof, of applicable labor time necessary to complete the repair, up to a maximum of one hundred fifty dollars (\$150) per occurrence. This **Coverage** does not apply to time waiting for parts or other delays beyond the control of the repair facility.

**TRAVEL EXPENSES:** **We** will in the event a **Failure** covered by this **Contract** occurs more than one hundred (100) miles from **Your** home, reimburse **You** up to seventy-five dollars (\$75) per day for up to three (3) consecutive days for receipted motel/restaurant expenses (except where prohibited by law). The date of **Failure** will be considered the first day of the three (3) day maximum period.

## EMERGENCY ROADSIDE ASSISTANCE:

**Towing / Road Service / Lockout: 1-800-492-6762 – Producer Code: 28244 – Plan: “N”**

In the event **Your Vehicle** is disabled, **We** will dispatch a service vehicle to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power **Your Vehicle** may be towed to a location of **Your** choosing. **We** will pay the first \$50.00 of any roadside assistance requested. Additional costs exceeding the first \$50.00 are **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call toll-free **1-800-492-6762**. **You** will be required to give the representative assisting **You** the following information: Producer Code – **28244**, **Your Vehicle** Service **Contract** Number (located on the front right hand corner of this application) and **Your** Plan Letter which is **N**.

**Coverage:** **You** are entitled to one (1) service per 72-hours. **We** will pay the first \$50.00 for any of the following requested services: towing; battery jumpstart; flat tire change; essential fluid delivery (**You** are responsible for the actual cost of the delivered fluids i.e. gas, oil, water, etc.); locksmith (cost of replacement keys is not included).

**Reimbursement:** In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. Reimbursement will only be considered when properly licensed and insured providers provide a covered service; private citizen services are not reimbursable. **Your** reimbursement for towing is \$50. Reimbursement for any other roadside service including locksmith services is \$50. **You** must send **Your** original receipted roadside bills along with a completed claim form to **Administrator**. Claim forms may be obtained from **Administrator**.

### What to do in the Event of a Failure

1. Prevent Further Damage - **You** should use all reasonable means and precautions to protect **Your Vehicle** from further damage. This **Contract** will not cover damage caused by not securing a timely repair of the failed component.
2. If **Your Vehicle** breaks down, return to the Issuing Dealer during normal service department hours. If this is not possible, take **Your Vehicle** to the licensed repair facility of your choice (**You** may contact **Administrator** for assistance in locating a repair facility).
3. Instruct the repair facility that they must obtain an authorization number from **Administrator** prior to proceeding with repairs. The amount authorized is the maximum that will be paid. Any additional amounts need prior approval.
4. In some cases, **You** may be required to authorize the repair facility to inspect or tear down **Your Vehicle** to determine the cause and cost of the repair. **You** will be responsible for these charges if the **Failure** is not covered by this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being performed. **We** reserve the right to move **Your** covered **Vehicle** to another repair facility.
5. After **Administrator** has been contacted, review with the repair facility the components that will be covered by this **Contract**.
6. **We** will reimburse the repair facility or **You** for the cost of authorized repairs performed on **Your Vehicle**, less any applicable **Deductible**. All repair orders and necessary documentation must be submitted to **Us** within thirty (30) days by **You** or repair facility to qualify for payment.

### Repair Facility Guidelines for Claims Handling

#### *Follow these steps when handling a claim:*

1. Advise **Contract** holder that evaluation of a **Failure** does not mean that the repair is covered under this **Contract**. All covered repairs must receive prior authorization from **Administrator**.
2. Have **Contract** holder authorize inspection/tear down of the **Vehicle** to determine **Failure's** cause and cost to repair. Save all components, including fluids and filters, should **Administrator** require outside inspection. Notify **Contract** Holder that cost of tear down will not be paid if it is determined that the **Failure** is not covered under this **Contract**.
3. Determine the cause of **Failure**, correction required and cost of the repair(s).
4. Contact **Administrator's** Claims Department at **800-526-0929** to get authorization to proceed with the claim. Be prepared with the following information when placing the call:
  - a. Customer's Name and **Contract** Number.
  - b. Cause of **Failure** and recommended correction.
  - c. Cost of repair(s).
5. A Claims Advisor will verify **Coverage** and do one of the following:
  - a. Approve Claim - If approved, **You** will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
  - b. Require Additional Evaluation, Inspection or Tear Down - **Administrator** may require an inspection prior to repair being completed. If a tear down is required to determine cause of **Failure**, **Contract** holder must authorize same. Notify **Contract** holder that if the repair is not covered, then **Contract** holder will be responsible for cost of the tear down. Repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If inspection is not made within forty-eight (48) hours, contact the Claims Advisor.

- c. Deny the claim and provide the reason for the denial.
6. Review **Administrator's** findings with **Contract** holder as well as what will be covered by **Contract** and what portion of the repair(s), if any, will not be covered.
7. Obtain **Contract** holder's authorization to complete repair(s). All repair orders must have customer's signature to qualify for payment.
8. Submit the repair order(s) that must include the **Contract** number, authorization number and authorized amount to **Administrator** within thirty (30) days to the following address:

**Interstate National Dealer Services, Inc.**  
**333 Earle Ovington Boulevard, Uniondale, NY 11553**  
**800-526-0929, Claims Fax - 516-227-5973**  
**www.inds.com e-mail: claims@inds.com**

### Cancellation of Vehicle Service Contract

1. **You** may cancel this **Contract** by notifying **Us**. A cancellation form indicating the odometer reading at the date of request will be required.
2. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for intentional misrepresentation in obtaining this **Contract** or in submitting a claim.
3. If **Your Vehicle** and this **Contract** has been financed, the lienholder may cancel this **Contract** for non-payment, or if **Your Vehicle** has been declared a total loss or has been repossessed. The rights under this **Contract** are transferred to the lienholder and the lienholder is also entitled to any resulting refund.
4. If this **Contract** is canceled within the first sixty (60) days and no claim has been filed, the entire **Contract** charge paid will be refunded. After sixty (60) days or if a claim has been filed, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the **Contract**. Elapsed time and mileage shall be measured from **Contract** sale date and zero (0) miles.
5. The greater of a \$50 service charge or the total amount of all authorized claims will be deducted from all refunds.
6. In the event of cancellation, the lienholder, if any, will be named on the cancellation refund check.

### EXCLUSIONS

*For all coverage levels except MemberCare Diamond and MemberCare Wrap, parts not listed are not covered.*

*For all coverage levels, this Vehicle Service Contract Provides NO Coverage or Benefits for the following:*

- A. THE FOLLOWING PARTS: CARBURETOR; BATTERY; BATTERY/BATTERY PACK ON HYBRID VEHICLES; SHOCK ABSORBERS; MANUAL TRANSMISSION CLUTCH ASSEMBLY; FRICTION CLUTCH DISC AND PRESSURE PLATE; THROWOUT BEARING; MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS; LENSES; SEALED BEAMS; LIGHT BULBS; BRAKE HARDWARE; ALL EXHAUST AND EMISSION COMPONENTS EXCEPT THOSE SPECIFICALLY LISTED UNDER THE COVERAGE SECTION OF THIS CONTRACT; WEATHER STRIPS; ALL TRIM, MOLDINGS, HANDLES, KNOBS OR DIALS; BRIGHT METAL; CHROME; UPHOLSTERY AND CARPET; PAINT; OUTSIDE ORNAMENTATION; BUMPERS; BODY SHEET METAL AND PANELS; TIRES AND WHEELS/RIMS; GPS NAVIGATION SYSTEMS; PHONE SYSTEMS; TV/VIDEO/ENTERTAINMENT SYSTEMS AND INTERNET ACCESS SYSTEMS.
- B. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS; WHEEL BALANCING; TUNEUPS; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; HOSES; DRIVE BELTS; BRAKE PADS, LININGS, SHOES, DRUMS AND ROTORS; WIPER BLADES.
- C. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING COST; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS EXCEPT WHEN REPLACEMENT IS REQUIRED DUE TO A COVERED FAILURE.
- D. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.
- E. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS CONTRACT; SLUDGE BUILD-UP OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.
- F. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF NO FAILURE HAS OCCURRED REGARDLESS OF REPAIR FACILITY RECOMMENDATIONS; OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER; ANY REPAIR NOT SPECIFICALLY AUTHORIZED BY US.
- G. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING, OR HAVE USED, YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER. THIS WILL INCLUDE, BUT NOT BE LIMITED TO: THE FAILURE OF ANY CUSTOM OR ADD-ON/AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISED DEALER OR NOT; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; UNAUTHORIZED MODIFICATIONS TO ANY SYSTEM.

- H. IF YOUR ODOMETER HAS CEASED TO WORK AND REPAIRS HAVE NOT BEEN IMMEDIATELY MADE; THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE; OR IF VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.
- I. ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSONS ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED. LOSS OF TIME, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS THAT RESULTS FROM A FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGES HEREIN.) THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR DAMAGES FOR BAD FAITH, PUNITIVE OR EXEMPLARY DAMAGES, PERSONAL INJURY INCLUDING BODILY INJURY, PROPERTY DAMAGE (EXCEPT AS SPECIFICALLY STATED IN THE CONTRACT) AND ATTORNEY'S FEES.
- J. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT LUBRICANTS OR COOLANT. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE OR WHEN OVERHEATING OCCURS.
- K. SALVAGED TITLE VEHICLES; WHEN RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY; WARRANTY FROM THE MANUFACTURER INCLUDING EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES; A REPAIRER'S GUARANTEE/WARRANTY; OR FAILURES FOR WHICH THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS.
- L. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR OTHER OBJECT OR VEHICLE WITHOUT BEING EQUIPPED WITH A FACTORY INSTALLED OR AUTHORIZED TOW PACKAGE; OR IS USED FOR COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE, LIVERY OR SHUTTLE, TOWING OR ROAD REPAIR, CONSTRUCTION, FARMING OR AGRICULTURAL PURPOSES, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICES, PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK, SERVICE OR REPAIR UNLESS COMMERCIAL USE OPTION HAS BEEN PURCHASED AND ACCEPTED BY US.
- M. ANY FAILURE OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- N. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.
- O. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.

**NOTICE: YOU ARE REMINDED THAT THIS CONTRACT IS NOT AN INSURANCE POLICY. HOWEVER, AN INSURANCE POLICY IS IN EFFECT WITH DEALERS ASSURANCE COMPANY. IF WE FAIL TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, YOU ARE ENTITLED TO MAKE A DIRECT CLAIM AGAINST THE INSURER, DEALERS ASSURANCE COMPANY, 3518 RIVERSIDE DRIVE, PO BOX 21185, COLUMBUS, OHIO 43221.**

**INTERSTATE NATIONAL DEALER SERVICES, INC.**

333 Earle Ovington Blvd.  
Uniondale, NY 11553  
800-942-0400    [www.inds.com](http://www.inds.com)

MC-904 DAC (9/09)