

24671

Vehicle Service Contract Terms and Conditions

Quick Reference Index:

Definitions	1	Repair Facility Guidelines	2
Terms & Conditions	1	Cancellations	3
Coverage	2	Exclusions	3
What to do in the Event of a Failure	2		

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	refers to the inability of an original or like replacement part covered by this Contract to function in normal service due to defects in material and/or workmanship.
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.
We, Us, Our	refers to Interstate National Dealer Services, Inc., 333 Earle Ovington Blvd., P.O. Box 9340, Uniondale, NY 11553-9340; Vehicle Service Contract provider license number 0C36822.
You, Your	refers to the Contract holder named on the Identification Card or the person to whom this Contract was properly transferred.
Vehicle	refers to the Vehicle which is described on the Identification Card , which cannot be used for rental, emergency or for-hire purposes.

TERMS AND CONDITIONS

The following represents the Coverages, 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. This document is an Application for the **Vehicle Service Contract** and does not constitute a **Contract** until accepted by **Administrator**.

- CONTRACT PERIOD:** This **Contract** begins immediately and will expire five (5) years from the start date or 100,000 miles from the odometer miles at the start date, whichever occurs first, as shown on the **Identification Card**.
- 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.
- TERRITORY:** This **Contract** is limited to **Failures** which occur, and repairs that are made, within the United States of America and Canada.
- LIMIT OF LIABILITY**
 - The Maximum limit of liability per loss shall be equal to the lesser of the limits in 4. b) or the actual cash value (ACV) of the vehicle at the time of repair. If a claim exceeds the actual cash value of the vehicle and the Administrator elects to pay the actual cash value of the vehicle, the vehicle becomes the property of the Administrator for salvage. **You** must be able to provide free and clear title prior to Administrator paying the ACV.
 - The aggregate limit of liability per covered vehicle is as follows:
 - \$3,000 in Engine, Turbo/Supercharger and Water Pump claims.
 - \$2,000 in Transmission and Transfer Unit claims.
- 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.
- TRANSFER RIGHTS:** This **Contract** is for the benefit of the original **Contract** holder and is transferable subject to a transfer fee providing:
 - Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.
 - 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:

 - Transfer application (Available from **Administrator**).
 - Bill of sale showing sale date and mileage at time of sale.
 - \$50.00 Transfer fee made payable to the **Administrator** within thirty (30) days of the transfer of **Vehicle** ownership.
- MAINTENANCE REQUIREMENTS:** **You** must:
 - Maintain **Your Vehicle** according to the manufacturer's recommendations as outlined in the owner's manual. **NOTE:** **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** conditions.
 - Be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, is used in **Your Vehicle**.
 - Retain verifiable receipts for all parts and materials necessary to perform the required maintenance.
 - Produce maintenance receipts for review by the Administrator in case of a claim.
 - Change the engine oil and filter within sixty (60) days of the warranty start date.
 - Have the engine oil and filter changed by a commercial service facility every four (4) months or four thousand miles thereafter whichever comes first. Proper documented and verifiable Repair Order Invoices for oil and engine filter changes and other related maintenance services will be required in the event of a claim. Only legible, completely filled-out Repair Order Invoices that conform to the respective State's Department of Motor Vehicle Repair Shop Regulations will be accepted.
- 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**. If **You** selected the Disappearing **Deductible** option, the standard **Deductible** will be waived, provided **You** have repairs made at the dealership where this **Contract** was purchased.

COVERAGE

ENGINE (Gas or Diesel): All internally lubricated parts including: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and bearings, camshaft and bearings, timing chain or belt, timing gears, intake and exhaust valves, valve springs, valve guides, oil pump, push rods, rocker arms, rocker arm shafts, hydraulic and solid lifters;. The engine block and heads are also covered if damage is caused by a Failure of any of the above covered components.

WATER PUMP: Impeller shaft; bearings; bushings and housing.

TURBO/SUPERCHARGER: Internal parts; vanes; shafts; bearings and housing if damage is caused by a Failure of a covered component.

TRANSMISSION (Automatic or Standard): All internal parts; torque converter; vacuum modulator and mounts. Does not include clutch assembly; pressure plate; flywheel; throwout bearing; worn synchronizers; cables or electrical items. The case is also covered if damage is caused by a Failure of any of the above covered items.

TRANSFER UNIT (4x4): Internal parts including: bearings, bushings, sprockets, chains, sleeves and gears (excluding electrical items). The transfer case is also covered if damage is caused by a Failure of any of the above covered components.

SEALS AND GASKETS: Seals and Gaskets are replaced only as part of repair or replacement of the above covered components. Leaking gaskets or seals are not covered.

BENEFITS

- **CAR RENTAL REIMBURSEMENT:** Should the Contract Holder's Vehicle become inoperable and have to remain overnight for repair at the Dealership or Authorized Repair Facility, Administrator agrees, in the event of a Failure of a covered component, to reimburse the Contract Holder for rental car transportation (except where prohibited by law). Such expense shall be limited to twenty dollars (\$20) per calendar day and not to exceed one hundred dollars (\$100) per occurrence. In computing the amount due under this rental Coverage, only actual factory manual repair time on the Vehicle is covered. *Example 1 to 8 hours = 1 day; 8.1 to 16 hours = 2 days; 16.1 to 24 hours = 3 days; 24.1 to 32 hours = 4 days; 32.1 to 40 hours = 5 days. Car rental benefit will not be extended to include downtime waiting for parts or other delays beyond control of Dealer or Authorized Repair Facility.*
- **TOWING ASSISTANCE:** When towing is necessary as a result of the failure of a covered component Vehicle is towed to the nearest authorized service facility. You will be reimbursed up to \$50.00.

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. Take Your Vehicle to a Licensed Repair Facility - 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 so 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 Failure is not covered by this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being performed.
5. After Administrator has been contacted, review with the repair facility components that will be covered by this Contract.
6. Administrator 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 Administrator within thirty (30) days 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 by 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 Failure is not covered under this Contract.
3. Determine the cause of Failure, correction required and cost of the repairs.
4. Contact Administrator's Claims Advisor at **800-526-0929** to get authorization to proceed with the claim. Be prepared with the following when placing the call:
 - a. Customer's Name and Contract Number.
 - b. Cause of Failure and recommended correction.
 - c. Cost of repair.
5. The 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 repairs, if any, will not be covered.
7. Obtain Contract holder's authorization to complete repairs. All repair orders must have customer's signature to qualify for payment.

8. Submit repair order(s) which should contain **Contract** number, authorization number and authorized amount to **Administrator** within thirty (30) days at the following address:

Interstate National Dealer Services, Inc.
333 Earle Ovington Boulevard, Uniondale, NY 11553
800-526-0929, Claims Fax - 516-745-1986
www.indcs.com
e-mail: claims@indcs.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, subject to the requirements of Section 12825 of the California Insurance Code.
3. If **Your Vehicle** and this **Contract** has been financed, the lienholder may cancel this **Contract** for non-payment of 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 if **Vehicle** was purchased new or thirty (30) days if **Vehicle** was purchased used and no claim has been filed, the entire **Contract** charge paid will be refunded. After sixty (60) days for new or thirty (30) days for used, 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 of the mileage driven based on the term of **Contract** and the date or miles when **Coverage** began.
5. An Administrative fee of \$25 or 10% of the **Contract** charge, whichever is less, will be deducted from all refunds after sixty (60) days for New/Program and thirty (30) days for Used/Used as new **Vehicle Contracts**.
6. In the event of cancellation, the lienholder, if any, will be named on the cancellation refund check.

EXCLUSIONS

Parts not listed are not covered.

This Vehicle Service Contract Provides NO Coverage or Benefits for the following:

- A. FAILURE OF A COVERED COMPONENT OCCURRING WITHIN THE FIRST NINETY (90) DAYS AND 1,000 MILES AFTER THE START DATE WILL NOT BE COVERED.
- B. OIL CONSUMPTION, WORN OUT PARTS, AND DIMINISHED PERFORMANCE INCLUDING THAT RESULTING FROM A GRADUAL REDUCTION IN OPERATING PERFORMANCE DUE TO NORMAL WEAR AND TEAR SUCH AS TO GUIDES, VALVES, RINGS, AND TRANSMISSION CLUTCH PACK, DISCS AND BANDS IS NOT COVERED.
- C. DIESEL ENGINES MANUFACTURED PRIOR TO 1990, ROTARY ENGINES, 4100 GM ENGINES OR ENGINES USED IN COMMERCIAL VEHICLES ARE EXCLUDED.
- D. 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.
- E. 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.
- F. 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.
- G. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.)
- M. 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 INDICATED INADEQUATE PROTECTION OR PERFORMANCE OR WHEN OVERHEATING OCCURS.

- N. 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.
- O. 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 PURPOSED, INCLUDING, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE, LIVERY OR SHUTTLE, TOWING OR ROAD REPAIR, CONSTRUCTION, FARMING OR AGRICULTURAL PURPOSED, 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.
- P. 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.
- Q. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.
- R. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.

NOTICE: Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Contract has been denied or has not been honored within sixty (60) days from the date proof of loss was filed. The name and address of the insurance company is Dealers Assurance Company, P. O. Box 21185, Upper Arlington, OH 43221. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357.

Administered by:
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