

Heartland Auto Vehicle Service Contract

Claims: 1-800-682-9761

Application

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| VEHICLE PURCHASER | Purchaser | | | Contract Number | | |
| | Address | | | Telephone | | |
| | City | | State | Zip Code | | |
| VEHICLE | Contract Purchase Date | | Odometer Reading at Purchase Date | | Contract Purchase Price | |
| | Year | Make | Model | | Vehicle Identification Number (V.I.N) | |
| DEALER INFORMATION | Dealer Name | | | Dealer Code | | Telephone |
| | Address | | | | | |
| | City | | State | Zip Code | | |
| LIENHOLDER INFORMATION | Lienholder Name | | | Telephone | | |
| | Address | | | | | |
| | City | | State | Zip Code | | |
| COVERAGE: | | CONTRACT | | SURCHARGES: | | DEDUCTIBLE: |
| <input type="radio"/> POWER <input type="radio"/> POWER PLUS <input type="radio"/> PREMIUM <input type="radio"/> ULTIMATE | | <input type="radio"/> NEW <input type="radio"/> PROGRAM <input type="radio"/> USED AS NEW <input type="radio"/> USED | | <input type="radio"/> USED AS NEW <input type="radio"/> 4 WHEEL DRIVE/ALL WHEEL DRIVE <input type="radio"/> 4 WHEEL STEERING <input type="radio"/> TURBO/SUPERCHARGER <input type="radio"/> DIESEL POWERED <input type="radio"/> LUXURY ELECTRONICS <small>New Ultimate only (N/A Used)</small> <input type="radio"/> SEALS & GASKETS <small>(Value Only – upto 90K miles)</small> <input type="radio"/> OLDER VEHICLE <small>(Used Only)</small> | | <input type="radio"/> \$100 <input type="radio"/> \$50* <input type="radio"/> \$0 <input type="radio"/> \$200* <input type="radio"/> Disappearing \$100* <div style="border: 1px solid black; width: 100px; height: 30px; margin-top: 5px;"></div> |
| NEW/PROGRAMED/USED AS NEW TERM: Contract expires _____ years from the sale date or when odometer reaches _____ miles, whichever comes first. | | | | | | |
| USED TERM: Contract expires _____ months from the sale date or when odometer has gone _____ miles, from present odometer reading. | | | | | | |
| <p>The Contract Applicant whose signature appears below acknowledges that:</p> <ol style="list-style-type: none"> (1) The purchase of this Contract is a separate consideration from the purchase price of the Vehicle and is not a requirement to purchase the Vehicle, or to obtain financing. (2) This Contract is not connected, either directly or indirectly, with the warranty issued by the manufacturer of this Vehicle. (3) This Application and Terms and Conditions together with Your Identification Card constitute Your Vehicle Service Contract. (4) The implied warranty of merchantability on the Vehicle is not waived if this Contract has been purchased within ninety days of the purchase date of the Vehicle from a seller who also sold the Vehicle covered by this Contract. (5) The Coverage I have selected expires according to the term indicated on the Application Page and Identification Card as defined in Item 1. Terms and Conditions. (6) The components and parts covered under this Contract are listed under the section entitled "Coverage" for the level of Coverage indicated on the Application Page and Identification Card. (7) I understand to file a claim in the event my Vehicle has a Failure, I am to follow the instructions listed under the section entitled "What to Do in the Event of a Failure." (8) I understand that in order to maintain Coverage under this Contract, I must have my Vehicle serviced as indicated under "Maintenance Requirements" in the Contract as defined in Item 7. Terms and Conditions. (9) I understand that I have the right to cancel this Contract and receive a refund as indicated under the section entitled "Cancellation of Vehicle Service Contract." (After ten (10) days the cancellation fee is \$25.00 in the state of Washington only). (10) I understand that this Contract does not cover a number of exclusions which are listed under the section entitled "Exclusions." (11) I have read and understand the Limit of Liability as defined in Item 4. Terms and Conditions. (12) I hereby acknowledge and accept the provisions of the Arbitration clause as stated in Paragraph 9 of the Terms and Conditions. <p>If You do not receive Your Identification Card within 60 days, call Tier One Warranty, LLC at 1-800-497-5633.</p> <p>I hereby declare that I have read the terms of this Application and I understand and accept all the provisions therein.</p> | | | | | | |
| Applicant's Signature | | Date | | Dealer Representative's Signature | | Date |
| Administered by: Tier One warranty, LLC P.O. Box 680144, Houston, TX 77268 800-682-9761 / Fax: 800-689-8947 | | NOTICE: You are reminded that this Contract is not an insurance policy. However, an insurance policy is in effect with Dealers Assurance Company, 3518 Riverside Drive, P.O. Box 21185, Columbus, Ohio 43221. 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. Obligor is: Interstate National Dealer Services, Inc., P.O. Box 9340, Uniondale New York 11553. | | | | |

White – TOWC Copy Pink – Dealer Copy Green – Lienholder Copy White – Customer Copy

DEFINITIONS:

Administratorrefers to Tier One Warranty, LLC., P.O. Box 680144, Houston, Texas 77268.

Obligorrefers to Interstate National Dealer Services, Inc., P.O. Box 9340, Uniondale, New York 11553.

Contractrefers to this **Vehicle Service Contract** which **You** purchased from **Us** to protect **Your Vehicle**.

Coveragerefers to the component protection **You** have chosen, as shown on the **Identification Card**.

Deductiblerefers to the **Deductible** type and amount **You** will need to pay, as shown on the **Identification Card**, for each covered **Failure** repair visit.

Failure **Power/Power Plus/Premium/Ulimate levels of coverage ONLY:**

refers to the **Failure** of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely due to its condition, and not due to the action or inaction of any non-covered parts. In addition, a **Failure** will be deemed to have occurred when a covered part has worn beyond the manufacturer's tolerances allowed for the particular **Vehicle** at the mileage when the problem occurs.

Value/Value Plus/Value HiTech levels of coverage ONLY:

Failure is defined as a **Failure** 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** of non-covered parts.

Identification Cardrefers to the numbered card which becomes part of this **Contract**. It gives information about **You**, **Your Vehicle**, **Coverage** chosen and other significant data.

Vehiclerefers to the **Vehicle** which is described on the **Identification Card**, which cannot be used for rental, emergency or for-hire purposes.

We, Us, Ourrefers to the entity who is obligated to perform under this **Contract**, as indicated on the **Identification Card**.

You, Yourrefers 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:** **Coverage** under this **Contract** begins immediately and will expire according to the time/mileage of the **Contract** selected, whichever occurs first, as shown on the **Identification Card**.
 - a) A New/Program/Used as New **Vehicle Contract** expiration is measured in time from the **Contract** Purchase Date; and mileage from zero (0) miles.
 - b) A Used **Vehicle Contract** expiration is measured in time from the **Contract** Purchase Date and mileage from the odometer mileage at **Contract** Purchase Date.
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.
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 **Coverage** 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. If no **Deductible** is checked on the **Administrator** copy of the application page the \$100 **Deductible** will apply.

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.

COVERAGE:

The components listed below, within the **Coverage** level indicated on the **Administrator** copy of the Application Page and **Your Identification Card**, are covered by **Contract**. If no **Coverage** level is checked, **Value Coverage** will apply. Except for **Ultimate Coverage**, components not listed are not covered.

POWER:

ENGINE (Gas or Diesel)

All internally lubricated engine parts including: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and bearings, camshaft and bearings, timing chain or belt, timing gears, tensioners/guides, intake and exhaust valves, valve springs, valve guides, oil pump and oil pump housing, push rods, rocker arms, rocker arm shafts, hydraulic and solid lifters; intake & exhaust manifold; distributor shaft and housing; harmonic balancer; metal valve covers; timing gear cover; air filter and housing; water pump; fuel pump; vacuum pump; thermostatically controlled air intake; oil pan; engine block and heads are covered if damaged by the **Failure** of an internally lubricated moving part.

TURBO/SUPERCHARGER

All internal parts; housing is covered if damaged by the **Failure** of an internally lubricated moving part.

TRANSMISSION (Automatic or Standard)

All internal parts; torque converter; vacuum modulator; mounts; covers, pans and cases are covered if damaged by the **Failure** of an internally lubricated moving part.

Note: No **Coverage** is afforded for clutch assembly; pressure plate; flywheel; throwout bearing; worn synchronizers or cables.

TRANSFER UNIT (4x4)

All internal parts; transfer case is covered if damaged by the **Failure** of an internally lubricated moving part.

DRIVE AXLE(S)

All internal parts; "U" joints; propeller shafts; CV/Tripod joints; differential case is covered if damaged by the **Failure** of an internally lubricated moving part.

SEALS AND GASKETS

Seals and gaskets, if needed, are covered for the following assemblies: Engine; Turbo/Supercharger; Transmission; Transfer Unit and Drive Axle(s).

POWER PLUS: Includes **POWER**, plus the following

STEERING (Manual or Power)

All internal parts in rack and pinion; all internal parts in recirculating ball housing; couplings; gear housing; power steering pump; steering main and intermediate shafts; power cylinder assembly; power steering cooler; control valve; Pitman arm; idler arm; tie rod ends; drag link/center link.

ELECTRICAL

Alternator; voltage regulator; starter motor, drive and solenoid; power seat motors; power window motors, regulators and drives; front wiper motor including circuit board, relay and delay switch; manually operated switches for power windows, power seat(s), turn signal switch, headlamps, wipers (front and rear), emergency warning flashers; horn button; power door lock actuators; trunk actuator.

FRONT SUSPENSION

Upper and lower control arms, control arm shafts and bushings; upper and lower ball joints; steering knuckles; stabilizer shaft, link and bushings; king pins and bushings; strut bar and bushings; spindles and spindle supports.

BRAKES

Master cylinder; power assist booster and valve; wheel cylinders; calipers; combination valve; steel lines and fittings; backing plates; vacuum assist booster pump; springs, clips and retainers; self adjusters; rear activators; parking brake linkage and cables. **Note:** **Power plus Coverage** does not include ABS systems.

AIR CONDITIONING

Compressor; internal assembly including pistons, rods, bearings, valves and shafts; clutch; coil and pulley; orifice tube; condenser; evaporator; manual switches.

ELECTRONICS

Anti-detonation/knock sensor; ESC/EEC/ECM module; oxygen sensor; electronic module retard vacuum switch; electronic ignition module; igniter; electronic digital instrument cluster; digital driver information display and module; instrument panel printed circuit board.

SPORT UTILITY

Step bumpers and mounting brackets; spare tire carrier, swing arm, pivots, latches and locks; factory installed running boards; swing out mirror arms and mounts; pop-out or sliding side/rear window latches and hinges; convenience bed liner (not warpage); tailgate handle, lock, cables, hinges and latches; edge protectors; cargo lamp; tie downs. **Note:** Rust damage and Failures caused by rust are expressly excluded.

SEALS AND GASKETS

Seals and gaskets, if needed, are covered for the following assemblies: Steering; Front Suspension; Brakes and Air Conditioning.

PREMIUM: Includes **POWER PLUS**, plus the following

STEERING (4 WHEEL)

Control unit; actuator; mode selector; position sensor; rear tie rod assembly; rear gear assembly; cylinder barrel; center joint; pinion; power steering housing is covered if damaged by the **Failure** of an internal part.

ELECTRICAL

Fuel gauge sending unit; heated back glass elements (glass is not covered); rear wiper motor; heater blower motor; horn; factory installed sun/moon roof motor and its wiring harness and switches; convertible top motor and switches; power antenna motor, mast and switches.

FRONT AND REAR SUSPENSION

MacPherson struts; shackle bushings and eye bushings; springs, torsion bars and bushings; stabilizer linkage and bushings; wheel bearings and seals; automatic leveling unit compressor, sensor and limiter valve.

ANTI-LOCK BRAKES (ABS)

Electronic control unit; anti-lock computer module; wheel speed sensors/exciters; proportioning valves; high pressure hydraulic pump; electro-hydraulic proportioning control valves; accumulator.

AIR CONDITIONING

Expansion valve; dryer tank; accumulator; POA valve; hi/low pressure cut-off switch; ducts and outlet hoses; automatic temperature control programmer.

ELECTRONICS

MAF/MAP sensor; EGR valve; DPFE valve; remote keyless entry transmitter and receiver; heated side view mirror element; cruise control servo, module and transducer; compass; speed sensor; thermometer.

COOLING

Radiator; fan clutch and fan; engine cooling fan motors; heater core.

FUEL DELIVERY

Fuel injector metering pump; fuel injectors; fuel distributor; diesel injection pump; fuel tank; metal fuel lines.

INTERIOR/EXTERIOR

Glovebox door and hinge; manually operated seat tracks; adjustable pedals; interior and exterior door handles; door hinges; map/courtesy light assembly; hood, trunk and hatch gas cylinders; hood, trunk and hatch hinges; bumper energy absorbers; speedometer head.

SEALS AND GASKETS

Seals and gaskets, if needed, are covered for the following assemblies: Rear Suspension and Anti-Lock Brakes.

ULTIMATE: Includes **PREMIUM**, plus the following

We will pay You, or reimburse You, for the reasonable cost to repair or replace any Failure of all parts of Your Vehicle, except for those components and conditions listed in the Exclusions section of this Contract.

The following emissions related components are covered: Air fuel ratio sensor; Anti-knock sensor; Fuel sensor; Idle air control valve; Intake air temperature sensor; Intake manifold; Manifold air pressure (MAP) sensor; Mass air flow sensor; Oxygen sensor; Power control module (PCM); Exhaust manifold; and Throttle body assembly (MFI).

OPTIONAL

LUXURY ELECTRONICS (OPTIONAL - AVAILABLE FOR NEW ULTIMATE 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.

VALUE:

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 lifter and the following parts: intake manifold; distributor shaft and housing; harmonic balancer; metal valve covers; oil pan; oil pump housing if damaged by a **Failure** of a covered component; timing gear cover; air filter housing; vacuum pump. 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.

FUEL PUMP: Housing; diaphragms; springs; valves and actuating lever.

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 on standard transmissions the 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.

TRANSAXLE (Front Wheel Drive): All internal parts; transaxle mounts; vacuum modulator; torque converter; drive axle shafts; constant velocity joints; front hub and bearing assembly. 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.

DRIVE AXLES (Front or Rear): All internal parts; propeller shafts; "U" joints and CV joints except if boot was damaged or missing; axle shafts; bearings and supports. The case is also covered if damage is caused by a **Failure** of any of the above covered items.

SEALS AND GASKETS (OPTIONAL): Coverage applies only if indicated on the **Administrator** copy of the Application page and **Your Identification Card**. Coverage will be extended to include Seals and Gaskets on covered components.

VALUE PLUS:

ELECTRICAL: Alternator; voltage regulator; starter motor; starter solenoid and starter drive.

BRAKES: Master cylinder; power assist boosters and valves; wheel cylinders and calipers.

AIR CONDITIONING: Compressor; internal assembly including: pistons, rods, valves, bearings and shafts; clutch and pulley; condenser and evaporator.

STEERING: (Manual or Power): All internal parts in recirculating ball housing; power steering pump; steering main and intermediate shafts.

VALUE HITECH:

ELECTRICAL: Power seat motors; power window motors, regulators and drives; front wiper motor including circuit board, relay and delay switch; manually operated switches for power windows, power seat(s), headlamps, wipers (front and rear), emergency warning flashers; horn button; power door lock actuators; trunk actuator.

AIR CONDITIONING: Coil and orifice tube; expansion valve; accumulator; POA valve; hi/low pressure cut-off switch.

FRONT & REAR SUSPENSION: Upper and lower control arms; control arm shafts and bushings; upper and lower ball joints; steering knuckles; stabilizer shaft and bushings; king pins and bushings; strut bar and bushings; spindles and spindle supports; MacPherson struts (not including cartridge inserts) and wheel bearings.

STEERING: Power cylinder assembly; Pitman arm; idler arm; tie rod ends; drag link; power steering cooler; control valve and cylinder.

BRAKES: Combination valve; steel lines and fittings; backing plates; power brakes cylinder; vacuum assist booster pump; springs; clips and retainers; self adjusters; rear activators; parking brake linkage and cables.

ANTI-LOCK BRAKES (ABS): Booster and pump; master cylinder; control processor and solenoids.

FUEL: Fuel tank and lines; fuel injector metering pump; fuel injectors; fuel distributor.

HIGH TECH ELECTRONICS: Electronic digital driver information display and module; computerized mixture control unit and sensors; oxygen sensors; MAF/MAP sensors; anti-detonation/knock sensor; power sun/moon roof motor; power convertible top motor; electronic level control compressor, sensor and limiter; factory installed compass and thermometer.

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. In the event of a major component (engine, transmission or drive axle) replacement, a maximum of five (5) days of parts delay **Coverage** will be afforded provided additional authorization is obtained from **Administrator** (except where prohibited by law).

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 five (5) consecutive days for receipted motel/restaurant expenses (except where prohibited by law). The date of **Failure** will be considered the first day of the five (5) day maximum period.

EMERGENCY ROADSIDE ASSISTANCE:

**For Emergency Roadside Assistance up to \$50 per occurrence,
call toll-free 1-877-398-3637 for Interstate Roadside Assistance.**

- **Towing Assistance** - When towing is necessary, **Vehicle** is towed to the nearest authorized service facility.
- **Battery Boost** - If battery **Failure** occurs, a jump-start will be applied to start the covered **Vehicle**.
- **Flat Tire Assistance** - Service consists of removal of the flat tire and its replacement with the spare tire. If the disabled **Vehicle** has no inflated spare or if it has two (2) or more flat tires, it will be towed to the nearest service facility.
- **Gasoline, Oil, Fluid & Water Delivery Service** - An emergency supply of gasoline, oil, fluid and water will be delivered if **You** are in immediate need. **You** must pay for the gasoline or other fluid when it is delivered.
- **Lock-Out Assistance** - If **Your** keys are locked inside of **Your Vehicle**, **We** will provide assistance in gaining entry to **Your Vehicle**.

NON-COVERED ITEMS:

1. Cost of parts, replacement keys, fluids, lubricants or cost of gasoline, cost of installation of products, material, and additional labor relating to towing. Any service covered under valid manufacturer's warranty.
2. Non-emergency mounting or removing of any tires, snow tires, or chains. Tire Repair. Motorcycles, trucks over one-ton capacity, taxicabs or other commercial delivery **Vehicles**. Camping trailers, travel trailers, or any **Vehicles** in tow. Any and all taxes, or fines. Damage or disablement due to collision, fire, or vandalism.
3. Towing from or repair work performed at a service station, garage or repair shop. Service on a **Vehicle** that is not in a safe condition to be towed. Non-emergency towing or other non-emergency service. Impound towing or towing by other than an authorized service provider, except as noted below; **Vehicle** storage charges; a second tow. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
4. **Coverage** shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered **Vehicle(s)** in the commission of a felony.
5. Repeated service calls for a covered **Vehicle** in need of routine maintenance or repair. Only one disablement for the same cause during any seven-day period will be accepted. Reimbursement for services secured through any other source.

All Roadside Assistance services are provided by **Road America Motor Club**, administrative offices located at 7300 Corporate Center Drive, Suite 601, Miami, FL 33126.

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 **800-682-9761** 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:

Tier One Warranty, LLC
PO Box 680144, Houston, TX 77268
800-682-9761 / Fax: 800-689-8947
Info@TierOneWarranty.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. A. New and Program **Vehicles**:

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.

B. Used and Used as New **Vehicles**:

If this **Contract** is canceled within the first thirty (30) days and no claim has been filed, the entire **Contract** charge paid will be refunded. After thirty (30) 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 **Contract** sale mileage.
5. A \$50 service charge 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:

For all Coverage levels except **Ultimate**, 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 UNLESS LUXURY ELECTRONICS OPTION HAS BEEN PURCHASED BY YOU AND ACCEPTED BY US.
- 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 BY YOU 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.

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