

**Congratulations on YOUR purchase of a VEHICLE SERVICE CONTRACT from ASE Protection. This VEHICLE SERVICE CONTRACT consists of the following terms and conditions and the DECLARATIONS PAGE that accompanies this Agreement. Coverage is contingent upon the receipt of a verifiable current Odometer Photo, along with the countersigned application. A countersigned agreement endorsement will be processed after verification of Odometer mileage and receipt of the consumer signed application.**

**I. DEFINITIONS.** For purposes of this VEHICLE SERVICE CONTRACT, the terms below are defined as follows: VEHICLE SERVICE CONTRACT means this contract for purchase of a Vehicle Extended Service Agreement coverage pursuant to the written DECLARATIONS PAGE.

**DEDUCTIBLE** means the amount indicated on the DECLARATIONS PAGE, which you are required to pay in respect to a BREAKDOWN.

**COVERED PART** means a part which is specifically covered under Section IV of this VEHICLE SERVICE CONTRACT, provided, however, - COVERED PART does not include any part which is excluded from coverage by or not covered under any provision of section V of this VEHICLE SERVICE CONTRACT.

**DECLARATIONS PAGE** means the page of VEHICLE SERVICE CONTRACT information that accompanies this Agreement.

**COMMERCIAL USE OR PURPOSE** means any use of YOUR VEHICLE for commerce or trade or to generate income, whether such use is full or part time.

**DEALER** means the dealer who sold the COVERAGE to YOU.

**VEHICLE** means the VEHICLE identified on the DECLARATIONS PAGE.

**BREAKDOWN** means the inability of a properly maintained COVERED PART to perform the function for which it was designed, due to defects in materials or workmanship. BREAKDOWN does not mean the gradual or sudden reduction in operating performance of a COVERED PART due to any lack of proper maintenance or to non-use of a COVERED PART or non-covered part.

**FACTORY or DEALER WARRANTY REPAIR SERVICE** means a repair of YOUR VEHICLE which was performed or which YOU requested while the FACTORY WARRANTY or DEALER WARRANTY remained in force.

**DEALER or FACTORY WARRANTY** means the new warranty, certified pre-owned or similar warranty furnished to YOU by the MANUFACTURER, or a limited warranty furnished to YOU by or for the benefit of the DEALER, in connection with YOUR purchase of YOUR VEHICLE.

**YOU** and **YOUR** mean the VEHICLE SERVICE CONTRACT holder named on the DECLARATIONS PAGE, as the person(s) entitled to coverage and benefits under this VEHICLE SERVICE CONTRACT.

**MAINTENANCE RECORDS** include all original receipts, invoices and any other documents that demonstrate all required maintenance has been performed at proper intervals.

**MANUFACTURER** means the company that manufactured YOUR VEHICLE.

**PRIOR AUTHORIZATION** means the approval of and the approval number issued by US in respect to repairs or road side services which may be covered under this VEHICLE SERVICE CONTRACT. YOU must notify US and obtain PRIOR AUTHORIZATION from US before any repairs are performed on YOUR VEHICLE. Any costs for road side services or repairs you incur without PRIOR AUTHORIZATION, when PRIOR AUTHORIZATION is required, will not be covered under this VEHICLE SERVICE CONTRACT.

**OUR**, US and WE mean ASE Protection.

**REPAIR COST** means the part and labor expense, if applicable, necessary to repair or replace a covered part due to a BREAKDOWN of a covered part. REPAIR COST is determined by regular retail parts prices, not to exceed the Manufacturer's Suggested Retail Price for a covered part, and the current national flat rate hourly guide for labor, and is subject to the aggregate and single repair visit.

**UNITED STATES** means the 50 UNITED STATES including Puerto Rico and the District of Columbia, and does not include Guam or other territories and possessions of the United States of America.

**II. NOTICE AND GENERAL CONSIDERATIONS THIS VEHICLE SERVICE CONTRACT IS NOT: (a) A MECHANICAL BREAKDOWN INSURANCE CONTRACT OR POLICY; (b) AN INSURANCE CONTRACT OR POLICY OF ANY KIND; (c) AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE CONTRACT OR POLICY; OR (d) AN EXPRESS, IMPLIED, GENERAL OR EXTENSION OF A WARRANTY. THIS VEHICLE SERVICE CONTRACT MAY DUPLICATE SOME WARRANTY COVERAGE. STATE AND FEDERAL LAWS MAY PROTECT YOUR INTERESTS AS A CONSUMER. IN RESPECT TO THE MAGNUSON-MOSS WARRANTY ACT, THE CONTENTS OF THIS VEHICLE SERVICE CONTRACT SHOULD BE INTERPRETED AND UNDERSTOOD TO MEAN A "VEHICLE SERVICE CONTRACT" AS USED THEREIN.**

**BY ENTERING INTO THIS VEHICLE SERVICE CONTRACT, YOU DO NOT WAIVE ANY WARRANTIES THAT MAY BE IMPLIED BY LAW. Other rights and remedies may be available to YOU if a problem cannot be resolved with US.**

**III. COVERAGE PROVIDED UNDER YOUR VEHICLE SERVICE CONTRACT**

YOUR VEHICLE SERVICE CONTRACT PERIOD begins on the START MILEAGE and EFFECTIVE DATE. YOUR VEHICLE SERVICE CONTRACT will end on the EXPIRATION DATE or when the VEHICLE's Odometer indicates the VEHICLE has reached the EXPIRATION MILEAGE limit, whichever occurs first. The EFFECTIVE DATE, START MILEAGE, EXPIRATION DATE and EXPIRATION MILEAGE are indicated on the DECLARATIONS PAGE. WE will arrange for the repair or replacement of COVERED PARTS, as provided below, or pay the REPAIR COST for repair or replacement due to a BREAKDOWN during the VEHICLE SERVICE CONTRACT. OUR aggregate limit of liability under this VEHICLE SERVICE CONTRACT for REPAIR COST or for any other purpose is the amount YOU paid for the VEHICLE. OUR limit of liability under this VEHICLE SERVICE CONTRACT for REPAIR COST for a single repair visit is the reasonable trade in value of the VEHICLE at the time YOU seek a repair under this VEHICLE SERVICE CONTRACT.

**A. ROAD SIDE SERVICES**

No deductible applies to the provision of a Road Side Service. Under this VEHICLE SERVICE CONTRACT WE provide YOU the following additional services, if YOUR VEHICLE is disabled, in the form of reimbursement for covered repairs up to a maximum of: (i) one hundred and twenty dollars per occurrence for towing to the nearest repair facility, acceptable to us, if required as a result of a BREAKDOWN; (ii) fifty dollars per day, for up to three days, for emergency trip interruption reimbursement, when you are more than one hundred and twenty miles from your home; (iii) one flat tire change using YOUR good spare tire; (iv) forty dollars for a battery boost or jump start, or toward the delivery charge to have fuel purchased by you delivered to your VEHICLE; and (v) up to thirty dollars for lockout assistance. Services may vary to conform to the laws of YOUR state. Road Side Services are not covered under this VEHICLE SERVICE CONTRACT if YOUR VEHICLE was disabled due to an act of nature, war, insurrection, riot, etc. Under this VEHICLE SERVICE CONTRACT, YOU are limited to receiving Road Side Services for just one disablement of YOUR VEHICLE for the same cause in any seven day period.

**B. RENTAL CAR REIMBURSEMENT**

No deductible applies to the provision of Rental Car Reimbursement. If YOU require alternate transportation due to a covered BREAKDOWN, this VEHICLE SERVICE CONTRACT provides reimbursement for the expense of a rental car up to sixty-five dollars per day, to a maximum of four days and a total of two hundred and sixty dollars per BREAKDOWN. Rental car reimbursement is based on a recognized industry flat rate time required to repair YOUR VEHICLE according to the following criteria: (i) if the repair time required is a minimum of eight hours, we will allow a one day car rental and reimburse YOU a maximum of sixty five dollars for that rental; (ii) if the repair time required is a minimum of sixteen hours, we will allow a two day car rental and reimburse YOU a maximum of one hundred and thirty dollars for that rental; and (iii) if the repair time required is more than twenty four hours, we will allow a three day car rental and reimburse YOU a maximum of one hundred and ninety five dollars for that

rental. Rental car reimbursement is valid only for expenses actually incurred from the date of the BREAKDOWN until the date repairs are completed. Rental car reimbursement does not include any expense for items such as MILEAGE, MAINTENANCE, GASOLINE, INSURANCE OR COLLISION DAMAGE WAIVER CHARGES, and OR OIL CHANGES.

#### **IV. COVERAGE DETAILS.**

##### **A. Total Blue Shield covers the following listed components under section IV part A.**

- 1. Gasoline/Diesel Engine:** Cylinder block, cylinder head(s) if damage by internally lubricated parts. The following internally lubricated parts including: piston rings and pins, pistons, crankshaft and main bearings, rod bearings and connecting rods, camshaft and bearings, pushrods, rocker arms, rocker arm shafts, rocker arm pivots, cylinder head intake & exhaust valves, valve retainers, valve keepers, hydraulic and solid valve lifters, cam followers, timing chain, oil pump, and crankshaft gear. Harmonic balancer, metal valve covers, metal timing cover, and metal oil pan (if damaged caused by failure of internally lubricated covered parts); seals and gaskets during rebuilding, engine vacuum pump, cylinder head gaskets, and engine mounts.
- 2. Transmission:** Transmission (Rear Wheel Drive) or Transaxle (Front Wheel Drive): Transmission case, and transmission pan (if damaged by failure of covered internally lubricated parts). The following internally lubricated parts included within a rebuilders banner kit component: (automatic transmission clutch plates, clutch steels, accumulator locking rings, servo locking rings), vacuum modulator, seals and gaskets during rebuilding, front pump shaft seal, rear transmission seal, torque converter, and transmission mounts.
- 3. Electrical:** Alternator, starter motor, starter solenoid, voltage regulator, ignition distributor, A/C heater blower motor.
- 4. Cooling:** Radiator, engine radiator cooling fan motor, AC condenser cooling fan motor, cooling fan clutch, main engine water pump, and water pump gasket.
- 5. Drive Axle:** Front CV axle shaft joints, front axle shaft universal joints, front propeller/drive shaft universal joints, rear propeller/drive shaft universal joints, rear propeller/drive shaft support and bearing.
- 6. Brakes:** Master cylinder, hydraulic front disc brake calipers, hydraulic rear disc brake calipers, power brake booster, and wheel cylinders.
- 7. Super/Turbo Charger:** All internal parts; Housing is covered if damaged by the failure of an internally lubricated moving part, super/turbo charger mount gaskets during replacement.
- 8. 4x4/AWD:** These components in the Transfer Case including: Drive chain, drive chain gears, planetary gears, ring shift forks, main shaft washers, oil pump output shaft, transfer case actuator, 4 Wheel Drive actuator; seals and gaskets during rebuilding, transfer case input shaft seal, transfer case output shaft seal.
- 9. Steering System:** Steering box, steering box pitman seals, rack and pinion unit and all their internal lubricated parts, steering rack shaft seals, power steering pump, pump shaft seal, idler arm, pitman arm, inner tie rod ends, and outer tie rod ends.
- 10. Fuel System:** Fuel pump, fuel injector(s), and gasoline pressure regulator.
- 11. Differential Assembly:** (Front and Rear) Differential Housing (if damaged caused by failure of internally lubricated covered parts), axle shaft, ring and pinion bearings, ring and pinion gears, spider and carrier gears, spider and carrier bearings, axle bearings, pinion seal, and axle shaft seal.
- 12. Heater and Air Conditioning:** Evaporator core, compressor, compressor clutch condenser, field coil, accumulator, A/C high/low pressure compressor cutoff switches and heater core.
- 13. Front Suspension:** Upper and lower control arms, control arm bushings, lower torsion/tension arms, ball joints, stabilizer end links, hub and wheel bearings.
- 14. Rear Suspension:** Upper and lower control arms, control arm bushings, stabilizer end links, ball joints, hub and wheel bearings.
- 15. ABS-Brakes:** Wheel speed sensors, hydraulic pump/motor assembly, pressure modulator valve/isolation dump valve, ABS master cylinder, accumulator, Hydro Boost and Electronic Control Processor.
- 16. Hi-Tech:** ABS master cylinder, ABS processor, ABS hydraulic pump motor, pressure modulator valve and sensors; temperature control programmer, fuel management controls; mass airflow sensor, map sensor, air charge temperature sensor, ambient temperature sensor, coolant temperature sensor, fuel pressure sensor, fuel injector(s), fuel injection pump, ignition management controls; crankshaft position sensor, camshaft position sensor, ignition coils, power window motor(s), wiper motor(s), power door lock actuator(s), driver and passenger front forward/backward seat motor(s), driver and passenger front tilt seat base motor(s), driver and passenger front tilt seat back motor(s), key-less entry module excluding remote, automatic temperature control panel, factory installed GPS Navigation module, speed control module, electronic level control compressor, sunroof/convertible top motor, factory installed front/rear camera.

**B. Blue Shield Plus covers the following listed components under section IV part B.**

1. Gasoline/Diesel Engine: Cylinder block, cylinder head(s) if damage by internally lubricated parts. The following internally lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, cylinder head intake and exhaust valves, valve keepers, valve retainers, oil pump, timing chain, and crankshaft gear. Harmonic balancer, metal valve covers, metal timing cover, and metal oil pan (if damaged caused by failure of internally lubricated covered parts); vacuum pump.
2. Transmission (Rear Wheel Drive) or Transaxle (Front Wheel Drive): The following internally lubricated parts included within a rebuilders banner kit components: (automatic transmission clutch plates, clutch steels, accumulator locking rings, servo locking rings), and vacuum modulator.
3. Electrical: Alternator, starter motor, starter solenoid, voltage regulator, ignition distributor, A/C heater blower motor.
4. Cooling: Radiator, main engine radiator cooling fan motor, cooling fan clutch, main engine water pump.
5. Drive Axle: Front CV axle shaft joints, front axle shaft universal joints, front propeller/drive shaft universal joints, rear propeller/drive shaft universal joints, rear propeller/drive shaft support and bearing.
6. Brakes: Master cylinder, power brake booster, hydraulic front disc brake calipers, hydraulic rear disc brake calipers, and wheel cylinders.
7. 4x4/AWD: These components in the Transfer Case including: Drive chain, drive chain gears, planetary gears, ring shift forks, oil pump output shaft, transfer case actuator, main shaft washers, 4 Wheel Drive actuator.
8. Steering System: Steering box, rack and pinion unit and all their internal lubricated parts, power steering pump, pitman arm, idler arm, inner tie rod ends, and outer tie rod ends.

**C. Blue Shield covers the following listed components under section IV part C.**

1. Gasoline/Diesel Engine: Cylinder block, cylinder head(s) if damage by internally lubricated parts. The following internally lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, oil pump, pushrods, rocker arms, cylinder head valves, timing chain, and crankshaft gear. Metal valve covers, metal timing cover, and metal oil pan (if damaged caused by failure of internally lubricated covered parts); vacuum pump.
2. Transmission (Rear Wheel Drive) or Transaxle (Front Wheel Drive): The following internally lubricated parts included within a rebuilders banner kit components: (automatic transmission clutch plates, clutch steels, accumulator locking rings, servo locking rings), and vacuum modulator.
3. Electrical: Alternator, starter motor, starter solenoid, voltage regulator, ignition distributor, A/C heater blower motor.
4. Cooling: Radiator, main engine radiator cooling fan motor, cooling fan clutch, main engine water pump.
5. Drive Axle: Front CV axle shaft joints, front axle shaft universal joints, front propeller/drive shaft universal joints, rear propeller/drive shaft universal joints.
6. Brakes: Master cylinder, power brake booster, hydraulic front disc brake calipers, hydraulic rear disc brake calipers, and wheel cylinders.

**V. EXCLUSIONS; PARTS AND SERVICES NOT COVERED. THE FOLLOWING ARE EXCLUDED BY OR NOT**

**COVERED UNDER THIS VEHICLE SERVICE CONTRACT:**

- A. ANY REPAIR, REPLACEMENT OR REIMBURSEMENT COVERED BY ANY FACTORY OR DEALER WARRANTY, REPAIR FACILITY GUARANTEE, OTHER SERVICE CONTRACT, OR ANY INSURANCE COVERAGE.
- B. PARTS NOT AUTHORIZED BY THE MANUFACTURER. SUCH PARTS INCLUDE BUT ARE NOT LIMITED TO NON-FACTORY OR AFTERMARKET PERFORMANCE PARTS OR EQUIPMENT, AND ANY NON-FACTORY TYPE OF SECURITY, STEREO, AUDIO, TELEVISION, SATELLITE, TELEPHONE OR ENTERTAINMENT SYSTEM, EQUIPMENT OR PART.
- C. ANY REPAIR OF A SYSTEM, ANY EQUIPMENT OF PART IF IT IS DETERMINED THAT THERE IS A REASONABLE MECHANICAL PROBABILITY THAT THE CONDITION CAUSING THE FAILURE EXISTED PRIOR TO OR AT THE TIME OF START DATE OF YOUR VEHICLE SERVICE CONTRACT, WHETHER KNOWN OR UNKNOWN AT THE TIME OF ACTIVATION OF YOUR VEHICLE SERVICE CONTRACT.

D. ANY REPAIR IF A NON-AUTHORIZED PERFORMANCE PART OR EQUIPMENT CAUSED OR CONTRIBUTED TO THE BREAKDOWN.

E. ANY REPAIR OF AIRBAG(S), AIR BAG MODULE(S), AND AIR BAG SENSOR(S). YOU SHOULD CONTACT YOUR DEALER IMMEDIATELY IF YOU BELIEVE THERE IS A DEFECT IN THESE PARTS. F. ANY OF THE FOLLOWING WEAR ITEMS / PARTS INCLUDING BUT NOT LIMITED TO, THROTTLE BODY, BATTERY, BATTERY CABLES, SPRINGS, SHOCK ABSORBERS, STRUTS, MANUAL TRANSMISSIONS, CLUTCH FRICTION, CLUTCH DISC AND PRESSURE PLATE, THROW OUT BEARING, PILOT BEARING, CLUTCH MASTER AND SLAVE CYLINDER, MANUAL AND HYDRAULIC LINKAGES; SPARK PLUGS AND SPARK PLUG WIRES; FILTERS AND HOUSING; GLOW PLUGS; THERMOSTAT; HOSES, PIPES, LINES; NUTS, BOLTS, HARDWARE; BELTS, PULLEYS, TIMING TENSIONERS AND GUIDES; VALVE SEALS AND GUIDES, TUNE-UP PARTS; SAFETY RESTRAINT SYSTEMS (INCLUDING SEAT BELTS AND AIRBAGS); ANY AND ALL FLUIDS, LUBRICANTS AND RESERVOIRS; REMOTES, FUSES, RELAYS, FUSE PANEL, CIRCUIT BREAKERS; BRAKE PADS, BRAKE SHOES, BRAKE ROTORS AND DRUMS; EMISSION SYSTEMS; GLASS; LENSES HEAD, LAMP AND PROJECTION LAMP ASSEMBLIES, SEALED BEAMS, LIGHT BULBS; WEATHER STRIPPING, TRIM, MOLDINGS, RTV SEALANT, BRIGHT METAL, CHROME, UPHOLSTERY, CARPET, WINDOW OR SUNROOF SHADES, ZIPPERS, CUP HOLDERS, INSTRUMENT CLUSTER, CLUSTER AND INSTRUMENT PANEL LIGHTING, DASH PAD AND VENTS, SEAT FRAME, PAINT, INSIDE AND OUTSIDE ORNAMENTATION; TELEPHONES, HEADPHONES, TELEVISION / VCR, ELECTRONIC AND SATELLITE TRANSMITTING DEVICES; RADIO, AMPS, ANTENNA, SPEAKERS AND WIRING, SD CARD OR NAVIGATIONAL SOFTWARE, CD/DVD PLAYER; SATELLITE RADIO, INSIDE AND OUTSIDE DOOR HANDLES, MIRRORS, HINGES, LATCHES, ROLLERS, LIFT GATE AND HOOD SUPPORTS; HUBCAPS/WHEEL COVERS, BUMPER, BODY SHEET METAL AND PANELS, BODY PARTS, FRAME, STRUCTURAL BODY PARTS, HARD OR VINYL OR FABRIC CONVERTIBLE TOPS AND LINKAGES; TPMS SENSORS, TIRES, WHEELS OR RIMS.

G. REPAIRS OR REPLACEMENT OF A COMPONENT NEEDED IN WHOLE OR IN PART DUE TO: (I) FAILURE TO STOP DRIVING OR PROTECT YOUR VEHICLE FROM FURTHER DAMAGE AFTER EVIDENCE OF A BREAKDOWN APPEARS (E.G., WARNING LIGHT, SMOKE); (II) THE USE OF FUELS, OILS, FLUIDS OR LUBRICANTS OTHER THAN THOSE REQUIRED BY YOUR OWNER'S MANUAL OR AS OTHERWISE SPECIFIED BY THE MANUFACTURER; (III) FAILURE TO PERFORM MAINTENANCE SERVICES, OTHER NEGLIGENCE, MISUSE OR ABUSE (E.G., OVERLOADING, RACING, COMPETITIVE DRIVING ACTIVITIES OR SNOW PLOWING), OR FROM MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, IMPROPER TOWING, IMPROPER ADJUSTMENTS OR SERVICING, OR USING THE VEHICLE IN ANY MANNER NOT RECOMMENDED BY THE MANUFACTURER; (IV) ACCIDENTAL LOSS, OR EXTERNAL CAUSES SUCH AS WAR, RIOT, VANDALISM, OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF THE PARTIES; ANY AND ALL REPAIRS OR BREAKDOWNS CAUSED BY OR RESULTED FROM STRUCTURAL IMPACT, A VEHICULAR ACCIDENT, ROLLOVER OR UPSET, VEHICULAR THEFT AND OR COMPREHENSIVE INSURANCE LOSS; (V) RUST, SALT, CORROSION, WATER INTRUSION/LEAKS, ACID RAIN, CHEMICALS, TREE SAP, HAIL, FLOOD, LIGHTNING, FIRE, WINDSTORM, EARTHQUAKES OR OTHER ENVIRONMENTAL CAUSES OR ACTS OF NATURE; (VI) VIBRATION, DETERIORATION, DISCOLORATION, DISTORTION, DEFORMATION AND/OR FADING; OR (VII) SLUDGE, CONTAMINATE METALS, CONTAMINATED FLUIDS, CONTAMINATED FUELS, OR CONTAMINATED LUBRICANTS.

H. REPAIRS PROHIBITED BY A FEDERAL, STATE OR LOCAL LAW, REGULATION, OTHER AUTHORITY OR AGENCY.

I. EXPENSES FOR ANY MAINTENANCE SERVICE SPECIFIED IN YOUR OWNER'S MANUAL, FUELS, FLUIDS, LUBRICANTS, ALIGNMENTS OR ADJUSTMENTS, DIAGNOSTIC FEES, IMPROPER REPAIRS, ADJUSTMENTS, REPROGRAMMING, OR SERVICING BY ANY REPAIR FACILITY, INDIVIDUAL OR YOU.

J. REPAIRS PERFORMED OUTSIDE THE UNITED STATES, CANADA, OR MEXICO.

K. ANY WORK PERFORMED TO IMPROVE COMPRESSION OR REDUCE OIL OR FUEL CONSUMPTION, OR OTHER WORK WHEN A BREAKDOWN HAS NOT OCCURRED.

L. ANY AND ALL PARTS OR COMPONENTS WHICH ARE NOT SPECIFICALLY LISTED UNDER SECTION IV COVERAGE DETAILS IS THEREBY EXCLUDED UNDER THE TERMS OF THIS AGREEMENT.

M. ANY REPAIR COST IF YOUR VEHICLE HAS BEEN USED FOR A COMMERCIAL USE OR PURPOSE, INCLUDING BUT NOT LIMITED TO USE OR FOR HIRE FOR RENTAL, TAXI, LIMOUSINE OR SHUTTLE SERVICE, CHERRY PICKING, FARMING, DUMPING, PLOWING SNOW FOR HIRE, PLOWING, HAULING, TOWING OR ROAD SERVICE OPERATIONS, FIRE, POLICE, GOVERNMENT AGENCIES, LAW ENFORCEMENT, SECURITY SERVICES, RANGER, AMBULANCE OR EMERGENCY OR RESCUE SERVICES.

N. MINOR LOSS OF FLUID OR SEEPAGE FROM ANY SEAL OR GASKET IS CONSIDERED NORMAL AND IS NOT CONSIDERED A FAILURE.

O. ANY INCIDENTAL PECUNIARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF USE OF THE VEHICLE, INCONVENIENCE, LOSS OF TIME, FAILURE TO REALIZE EXPECTED SAVINGS, LOST REVENUE, OR ANY OTHER ECONOMIC LOSS OF ANY KIND.

P. IF YOUR VEHICLE HAS BEEN ALTERED AND DOES NOT MEET MANUFACTURER'S SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO, ANY CUSTOMER OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, OVERSIZED/UNDERSIZED TIRES, LIFT KITS, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS, OR POWERTRAIN MODIFICATIONS.

Q. ANY SUBSEQUENT FAILURES CAUSED BY OVERHEATING REGARDLESS OF THE CAUSE. R. ANY BREAKDOWN CAUSED BY MISUSE, NEGLIGENCE, ABUSE, LACK OF NORMAL MAINTENANCE SCHEDULED FOR YOUR VEHICLE. FOR EXAMPLE, SOME VEHICLE MANUFACTURES REQUIRE THE TIMING BELT TO BE REPLACED AT SPECIFIC INTERVALS. FAILURE TO PERFORM SPECIFIED MAINTENANCE WILL RESULT IN A CLAIM DENIAL.

S. ANY REPAIR COST: (I) IF THE ODOMETER IS ALTERED, DISCONNECTED OR INOPERABLE SO THAT THE MILES TRAVELED CANNOT BE ACCURATELY DETERMINED; (II) IF THE VEHICLE'S FACTORY WARRANTY HAS BEEN VOIDED FOR ANY REASON; OR (III) IF YOU FAIL TO PROVIDE ALL MAINTENANCE RECORDS FOR ROUTINE MAINTENANCE RELATING TO COVERED PARTS THAT SUSTAIN A BREAKDOWN.

T. NEGLIGENCE, ERROR, OR OMISSION ON THE PART OF ANY SERVICING DEALER, REPAIR FACILITY OR PROVIDER OF ROAD SIDE SERVICES, OR ANY BREAKDOWN OR CONSEQUENTIAL DAMAGE TO YOUR VEHICLE CAUSED BY NEGLIGENCE, ERROR OR OMISSION.

U. ANY SERVICE THAT THE MANUFACTURER RECOMMENDS PURSUANT TO A SERVICE BULLETIN OR RECALL ANNOUNCEMENT THAT APPLIES TO YOUR VEHICLE, AND ANY BREAKDOWN OF AN OTHERWISE COVERED PART IF YOU FAIL TO HAVE THE VEHICLE REPAIRED OR REPROGRAMMED PURSUANT TO A NOTICE OF RECALL OR SERVICE BULLETIN, AND SUCH REPAIR OR REPROGRAMMING WOULD HAVE PREVENTED THE BREAKDOWN.

## **VI. YOUR OBLIGATIONS TO MAINTAIN COVERAGE**

1. All owners/operators must properly maintain the enrolled VEHICLE by performing maintenance services, at the proper intervals, according to the requirements of the Owner's Manual or as otherwise specified by the MANUFACTURER.

2. All owners/operators must retain all original receipts, invoices and any other MAINTENANCE RECORDS that demonstrate all required maintenance has been performed at proper intervals. We may request MAINTENANCE RECORDS and may deny coverage if YOU fail to produce MAINTENANCE RECORDS that confirm that maintenance has been performed at proper intervals regarding the enrolled VEHICLE.

3. Coverage will be denied if the owners/operators fail to perform maintenance services at proper intervals, or otherwise fail to properly maintain the enrolled VEHICLE, and a BREAKDOWN is caused by the failure to perform maintenance services or otherwise properly maintain the enrolled VEHICLE.

4. Coverage will be denied if the owner/operators fail to retain all original documents that demonstrate the amount YOU paid to purchase YOUR VEHICLE.

5. Coverage will be denied if the owners/operators fail to have all VEHICLE SERVICE CONTRACT payments up to date.

6. Coverage will be denied if the owners/operators fail to maintain as required per US STATE of domicile; annual registration, liability insurance, and safety/emissions inspection.

### **If a BREAKDOWN occurs:**

1. YOU must take YOUR VEHICLE to a repair facility in the UNITED STATES which has an ASE licensed mechanic capable of and appropriate equipment for diagnosing and repairing your vehicle. If you are traveling in Canada, take YOUR VEHICLE to the nearest repair facility in the UNITED STATES or Canada which has an automotive professional capable of and appropriate equipment for diagnosing and repairing YOUR VEHICLE. In

either instance, and in the event of an emergency when neither of the foregoing options is possible, **YOU must obtain PRIOR AUTHORIZATION from US, by calling 302-549-2462, BEFORE INCURRING ANY REPAIR COSTS.**

2. YOU must authorize the repair facility to tear down YOUR VEHICLE or to diagnose a problem. In the event that a non-covered part causes or contributes to the BREAKDOWN, there is no coverage under this VEHICLE SERVICE CONTRACT to reimburse you for repairs or pay for the cost of tear down.

3. WE reserve the right to supply the covered replacement part/or/parts needed to complete the repair of YOUR vehicle.

4. YOU must pay any applicable DEDUCTIBLE to the authorized repair facility. The DEDUCTIBLE is the amount of the REPAIR COST YOU must pay for each visit for repair of a BREAKDOWN covered by this VEHICLE SERVICE CONTRACT. YOUR DEDUCTIBLE is specified on the DECLARATIONS PAGE.

5. WE reserve the right to inspect YOUR VEHICLE to gather diagnostic or other necessary information regarding any claim. At OUR discretion, WE may move or tow YOUR VEHICLE to another location, at no expense to YOU, in order to inspect YOUR VEHICLE for these purposes.

**B. Rental Car Reimbursement or Road Side Services, please contact US at 302-549-2462**

#### **VII. CANCELLATION OF VEHICLE SERVICE CONTRACT**

1. YOU may cancel this VEHICLE SERVICE CONTRACT:

A. Within thirty (30) days following the purchase of the VEHICLE SERVICE CONTRACT period, YOU may cancel this VEHICLE SERVICE CONTRACT and receive a full purchase price refund, if no claims or services have been rendered to or on behalf of YOU. If claims or services have already been rendered under this VEHICLE SERVICE CONTRACT to or on behalf of YOU, the refund will be the lesser amount calculated as: (i) a time pro-rated amount, based upon the time expired since the VEHICLE SERVICE CONTRACT was purchased including the cost of any claims or services authorized or paid; (ii) or a mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the VEHICLE SERVICE CONTRACT including the cost of any claims or services authorized or paid.

B. After thirty (30) days following the purchase of the VEHICLE SERVICE CONTRACT period, YOU may cancel this VEHICLE SERVICE CONTRACT. The refund will be the lesser amount calculated as: (i) a time pro-rated amount, based upon the time expired since the VEHICLE SERVICE CONTRACT was purchased including the cost of any claims or services authorized or paid; or (ii) a mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the VEHICLE SERVICE CONTRACT including the cost of any claims or services authorized or paid. ALL CANCELLATION REFUNDS AFTER THIRTY (30) DAYS ARE SUBJECT TO A \$25 PROCESSING FEE.

C. WE may cancel this VEHICLE SERVICE CONTRACT at any time if:

(i) YOU fail to timely pay any part of the VEHICLE SERVICE CONTRACT purchase price;(ii) YOU made a material misrepresentation or substantially breached YOUR duties under this VEHICLE SERVICE CONTRACT relating to the VEHICLE, repairs or its use;(iii) YOU have concealed or misrepresented any material fact(s), or circumstance(s) concerning this VEHICLE SERVICE CONTRACT, or in the case of fraud, attempted fraud, or the false swearing affecting any matter relating to this VEHICLE SERVICE CONTRACT, whether before or after a loss on a continuing basis, this VEHICLE SERVICE CONTRACT may be cancelled and any unearned premium will be returned. (iv) the VEHICLE identification number no longer can be read or has been altered; (v) the VEHICLE has been sold or traded or repossessed, unless this VEHICLE SERVICE CONTRACT has been transferred in accordance with section X; (vi) WE cannot determine the true mileage of the VEHICLE due to replacement, alteration or unknown true mileage, disconnection or failure of the Odometer; (vii) The VEHICLE has been declared a total loss or sold for salvage purposes, branded or salvage title; or (viii) the VEHICLE has been modified for or used in any competitive events or used for a COMMERCIAL USE or PURPOSE. If WE cancel this VEHICLE SERVICE CONTRACT WE will refund to you or the Lender, as applicable, the lesser of: (iv) a time pro-rated amount, based upon the time expired since the VEHICLE SERVICE CONTRACT was purchased including the cost of any claims or services authorized or paid; or (x) a mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the VEHICLE SERVICE CONTRACT including the cost of any claims or services authorized or paid.

D. If YOU are entitled to a refund under this VEHICLE SERVICE CONTRACT, WE will pay the refund to YOU if YOUR purchase of this VEHICLE SERVICE CONTRACT was not financed. If YOU financed YOUR purchase of this VEHICLE SERVICE CONTRACT with a Lender, WE will issue a cancellation refund directly to that Lender unless YOU present to US written confirmation that YOU have paid the Lender in full all sums due under the Finance Agreement and the Lender has discharged all liens it had in respect to the Finance Agreement. YOU

acknowledge that OUR payment of a cancellation refund to a Lender in respect to a Finance Agreement regarding the VEHICLE constitutes payment to YOU and YOU have no claim against US in respect to such payment. In the event of repossession or total loss of the VEHICLE, the LENDER may cancel this VEHICLE SERVICE CONTRACT. The provisions of this Section VI.D apply to all cancellation requests. No other rights or benefits under this VEHICLE SERVICE CONTRACT transfer to the LENDER. A VEHICLE SERVICE CONTRACT holder who obtains this VEHICLE SERVICE CONTRACT through a Transfer is not eligible to request or receive a cancellation refund. SHOULD YOU OR WE CANCEL THIS VEHICLE SERVICE CONTRACT, THIS VEHICLE SERVICE CONTRACT SHALL TERMINATE IF WE ISSUE A REFUND TO YOU OR THE LENDER AND NO COVERAGE CAN BE REINSTATED FOR YOU.

E. To inquire about cancellation, contact US at our toll free number and complete a Cancellation Request Form.

#### **VIII. MEDIATION AND ARBITRATION**

No suit or action may be brought against us unless there has been full compliance with all the terms of this Agreement. Any suit or action must be brought within one year after the occurrence. In respect to any controversy or claim that may arise out of or relate to this VEHICLE SERVICE CONTRACT in any manner, including but not limited to a breach of this VEHICLE SERVICE CONTRACT, the parties initially shall submit such controversy or claim to mediation. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action. Any and all disputes, claims and causes of action arising out of or connected with this Agreement (including but not limited to whether a particular dispute is arbitrable hereunder) shall be resolved exclusively by the American Arbitration Association in the state of Delaware under its Commercial Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of \$5000 per claim, but in no event shall attorneys' fees be reimbursed or included. Under no circumstances will you be permitted to obtain awards for, and you hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceable of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Delaware, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Delaware. If YOU intend to exercise your right to seek arbitration, YOU must give us notice of YOUR intent to seek arbitration by delivering a written statement of the controversy or claim to US at:

**If YOU have any questions regarding this VEHICLE SERVICE CONTRACT, please contact US at the following address:**

ASE Protection  
200 Continental Drive Suite 401-1120  
Newark, DE 19713  
302-549-2462

#### **IX. OBLIGATIONS**

OUR obligations as the provider under this VEHICLE SERVICE CONTRACT are back by the full faith and credit of ASE Protection.

#### **X. TRANSFER OF VEHICLE SERVICE CONTRACT**

The original retail VEHICLE SERVICE CONTRACT purchaser may transfer this VEHICLE SERVICE CONTRACT to an individual purchaser of the VEHICLE for the remainder of the original VEHICLE SERVICE CONTRACT. This VEHICLE SERVICE CONTRACT may not be transferred to a Dealer, wholesaler or business entity, or to an individual purchaser who will use the VEHICLE for a COMMERCIAL USE OR PURPOSE at any time. To transfer this VEHICLE SERVICE CONTRACT, YOU must complete OUR Transfer Form, submit that to US, and follow these procedures: (a) provide a complete copy of YOUR MAINTENANCE RECORDS to US; and (b) provide documentation that evidences change of ownership and an Odometer Reading of the actual miles the VEHICLE has traveled, measured by a functioning, unaltered odometer as of the date of transfer to US.

##### **1. A TRANSFER IS SUBJECT TO THE FOLLOWING CONDITIONS:**

**A.** This VEHICLE SERVICE CONTRACT can only be transferred to a private owner, within 15 days of change of VEHICLE ownership. For the Transfer to become effective, YOU also must transfer every remaining FACTORY or DEALER WARRANTY to the new owner of the VEHICLE. A transferee cannot cancel this VEHICLE SERVICE CONTRACT.



**B.** This VEHICLE SERVICE CONTRACT may be transferred to a different vehicle upon approval from ASE Protection.

Additional fees may apply dependent on vehicle transfer.

**C.** If YOUR MAINTENANCE RECORDS are not available, WE may require inspection of the VEHICLE to assure that the VEHICLE has been properly maintained. If the inspection discloses abnormal conditions, the transfer request may be denied.

**D.** A transferee may not transfer this VEHICLE SERVICE CONTRACT to a subsequent purchaser of the VEHICLE. Upon transfer of the VEHICLE by a transferee to a subsequent purchaser, this coverage under this VEHICLE SERVICE CONTRACT is no longer in force.

**XI. SUBROGATION**

In the event that WE pay any reimbursement or expense to YOU or for YOUR benefit in respect to services YOU obtained under the VEHICLE SERVICE CONTRACT, WE shall be subrogated to all of the rights, claims and interest which YOU may have against any person or legal entity liable or responsible for the loss or incident in issue, to the extent of the amount paid or expense incurred by US. YOU agree to execute any documents WE require YOU to sign under this section XI and avoid doing anything that would impair OUR rights. In respect to these benefits, YOU authorize US to sue, compromise, or settle in OUR name or YOUR name, or otherwise, all such claims, and you hereby agree that WE shall be fully substituted in your place and subrogated to all of your rights on account thereof. YOU agree to pay to US any amounts YOU recover that relate to benefits WE provided hereunder and agree that those amounts belong to us.