

MEDIUM DUTY

COMMERCIAL SERVICE CONTRACT
REGISTRATION PAGE

CONTRACT NUMBER

CUSTOMER INFORMATION							
NAME							
STREET ADDRESS							
CITY		STATE		ZIP		PHONE	
EMAIL ADDRESS							
SELLER INFORMATION							
NAME			SELLER No.		SALES ASSOC.		
STREET ADDRESS				PHONE			
CITY	STATE	ZIP	PHONE		EMAIL		
LIENHOLDER INFORMATION							
NAME							
STREET ADDRESS							
CITY		STATE		ZIP		PHONE	
VEHICLE INFORMATION							
VEHICLE ID NUMBER (VIN)			YEAR		MAKE		
ENGINE MAKE		ENGINE MODEL		ECM MILES		ODOMETER MILES	
			ENGINE HOURS		PURCHASE DATE		
COVERAGE INFORMATION							
COVERAGE PLAN TYPE		CONTRACT TERM MONTHS _____ MILES _____			CONTRACT PURCHASE PRICE:\$ _____		
CONTRACT EFFECTIVE DATE			CONTRACT EXPIRATION DATE		CONTRACT EXPIRATION MILEAGE		
OPTIONAL COVERAGES							
IF AN OPTIONAL COVERAGE IS SELECTED, THE TERM OF THE OPTIONAL COVERAGE WILL MATCH THE CONTRACT TERM MONTHS/MILES LISTED ABOVE.							
<input type="checkbox"/> RENTAL TRUCK COVERAGE <input type="checkbox"/> HYDRAULICS <input type="checkbox"/> LIFT KITS / OVERSIZED TIRES			<input type="checkbox"/> EXHAUST AFTERTREATMENT – SYSTEM (E.A.S.) COVERAGE <input type="checkbox"/> EXHAUST / EMISSIONS MODIFICATIONS <input type="checkbox"/> TUNING / HORSEPOWER MODIFICATIONS <input type="checkbox"/> LABOR RATE BOOSTER				
OEM LIMITED WARRANTY INFORMATION							
_____				_____			
LIMITED WARRANTY EXPIRATION MILEAGE				LIMITED WARRANTY EXPIRATION DATE			
DECLARATIONS							

This is a **Service Contract**, not a warranty or insurance contract. This **Service Contract** is between **You** and the **Obligor**. **You** should read this **Contract** carefully. It contains the entire **Contract** between **You** and **Us**. It takes precedence over any other written or oral statements made to **You** with respect to this **Contract**. By signing this **Service Contract**, **You** agree to receive a text or email message from the **Obligor** or **Administrator** regarding **Your Service Contract** and/or claim status. **You** acknowledge **Your** understanding of and agreement to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section in this **Contract**. Refer to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section for opt-out instructions. THIS **CONTRACT** CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This **Contract** is based on information **You** provided in this **Registration Page**. **You** acknowledge **Your** understanding of the limited applicability of the Federal Magnuson-Moss Warranty Act as set out in this **Contract**. **Your** signature below means that **You** have reviewed and understand the **Contract Terms and Conditions**. **You** acknowledge that **You** have read and understand **Your** rights and responsibilities as outlined in this **Service Contract** and accompanying Summary of Customer Responsibilities. **THIS SERVICE CONTRACT IS NOT VALID UNLESS A COMPLETED REGISTRATION PAGE IS ATTACHED.**
YOU ARE NOT REQUIRED TO ENTER INTO THIS CONTRACT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR A VEHICLE.
The Contract Purchase Price charged for this Agreement is not subject to regulation by the FL Office of Insurance Regulation.

CUSTOMER SIGNATURE _____ DATE _____

DEFINITIONS

1. **Administrator:** Headstart Warranty Group LLC., 14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254, (855) 704-2566, except for the state of Florida, where Lyndon Southern Insurance Company is providing administration, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville FL 32256, Tel: (800) 888-2738.
2. **Betterment:** The amount **You** or the **Seller** elected to pay toward a repair that is above what the **Administrator** approved on a covered repair.
3. **Breakdown:** The failure of any **Covered Part** to perform the function for which it was intended due to defects in material. Gradual reduction in operating performance due to the natural and inherent wear characteristics of automotive parts, where no failure has occurred, will not be considered a **Breakdown**.
4. **Cost:** The usual and fair charges to repair or replace a covered part. The maximum **We** will pay for a **Covered Part** will not exceed the manufacturer's suggested retail list price. **Replacement may be made with a part, which is of a like kind and quality compatible with the original design specifications of Your Vehicle, including used, aftermarket or re-manufactured parts. We** will pay for labor to perform repairs and diagnose the cause of a covered **Breakdown**. **In no event shall Our liability exceed the cost necessary to correct the actual cause of the Breakdown.**
5. **Coverage:** The protection **You** purchased, as shown on the **Registration Page**. **Part/component repairs that are covered by other warranty(ies) or insurance are also excluded from Your Coverage for the term of said warranty(ies).**
6. **Coverage Duration:** **Coverage** begins on the **Effective Date** in the **Registration Page** and at the miles indicated in the odometer mileage at **Effective Date** and expires in accordance with the **Expiration Date** or **Expiration Mileage**, whichever occurs first as indicated on the **Registration Page**.
7. **Covered Part(s):** The mechanical and electrical parts and components unless specifically excluded under Schedule Of Coverage, as contained in this **Contract** which are original parts on **Your Vehicle** at the time of its purchase by **You** or like replacement parts meeting the manufacturer's specifications. Replacement of any **Covered Part** may include **new parts, or parts of like kind and quality, which may include serviceable used parts or remanufactured parts at the discretion of the Administrator**. In all cases the parts replacement cost shall not exceed the list price or manufacturer's suggested retail price.
8. **Contract Effective Date:** The date **You** purchased this **Contract** from the **Seller** and **Coverage** begins.
9. **Contract Expiration Mileage:** When **Your Vehicle's** odometer reaches the mileage listed on the **Registration Page**, **Your Coverage** will expire.
10. **Contract Expiration Date:** At 12:00am on the date listed on the **Registration Page**, **Your Coverage** will expire.
11. **Deductible:** The amount that **You** must pay for each covered repair visit as indicated in this **Service Contract**. The **Deductible** does not apply to towing, car rental, travel and lodging, tire road hazard expenses, or roadside assistance benefits.
12. **Diagnostic and Disassembly Time:** The time required to perform specific testing to determine the cause of failure of a covered repair.
13. **Emergency Repair:** Necessary repairs should a **Breakdown** occur outside of the **Administrator's** normal business hours. The pre-authorization requirement is amended. The **Administrator** must still be contacted on the first working day following the **Breakdown**. Such unauthorized repair claims will be subject to adjustment in case of excessive parts or labor charges. **Your** failure to give any notice or file any proof of loss required by this **Service Contract** within the time specified in this **Service Contract** DOES NOT invalidate a claim **You** make if **You** show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.
14. **Faulty or Negligent Repair:** A misdiagnosis and/or improper repair that did not correct **Your** original complaint, or any repair that has been misdiagnosed by the **Repair Facility**, any **Breakdown** that cannot be verified as accurate or is found to be inaccurate, or any **Breakdown** related to a previous repair.
15. **Labor Rate:** Refers to the rate for authorized repairs, which will be the posted rate of the **Repair Facility** that **You** selected up to a maximum of one hundred fifty dollars (\$150.00). If the **Repair Facility's** labor rate is not posted, the **Administrator** reserves the right to approve a labor rate based on the average labor rate for area similar local **Repair Facilities**. **The Administrator** also reserves the right to adjust the approved labor rate if the **Repair Facility's** labor rate is deemed to be excessive by the **Administrator** when compared to local average labor rates for similar facilities.
16. **Labor Time:** The total labor time for a covered repair will be determined by a current nationally published labor manual approved by the **Administrator**.
17. **Obligor (We, Us, Our):** Headstart Warranty Group LLC., 14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254 (855) 704-2566, except in Oklahoma, the **Obligor** is Auto Knight Motor Club, Inc., 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738 (Oklahoma License No. 44201050); and except in Florida, the **Obligor** is Lyndon Southern Insurance Company 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, (Florida License No. 03698).
18. **Plan Type:** Refers to level of **Coverage** indicated on the **Registration Page**. The levels of **Coverage** can be found in the SCHEDULE OF COVERAGES section of this **Contract**.
19. **Pre-existing Condition:** A condition which existed prior to the purchase of this **Service Contract**. **This plan does not cover pre-existing conditions (conditions that arise prior to the Contract Effective Date).**
20. **Progressive Damage:** The failure of a non-covered part due to the failure of **Covered Part**.
21. **Registration Page:** Page 1 of this **Contract** that contains information about **You**, the **Seller**, the **Contract Term**, the covered **Vehicle**, and the **Coverages** **You** have purchased.
22. **Repair Facility:** A **Repair Facility** licensed and/or regulated by the state to perform repairs for profit. Licensed **Repair Facility** must have a tax identification number.
23. **Seller:** The entity from which **You** purchased this **Service Contract**.
24. **Service Contract, Contract, Agreement:** This **Medium Duty Commercial Service Contract**.
25. **Term:** refers to the length of time and or miles **You** are covered by this **Contract**, as shown on the **Registration Page**, in the box marked Contract Term Months/Miles.
26. **Warranty:** Any other protection for **Your Vehicle** or its parts from the manufacturer or any other source.
27. **Wear and Tear:** The deterioration of a part that occurs naturally over time. **(Wear and Tear is not covered under this Service Contract).**
28. **Vehicle:** The **Vehicle** described on the **Registration Page** that is covered under this **Contract**.
29. **You, Your, Customer and Contract Holder:** The **Customer** identified on the **Registration Page**.

COMMERCIAL SERVICE CONTRACT

FAILURE TO OBTAIN PRIOR AUTHORIZATION TO COMPLETE ANY REPAIR MAY RESULT IN CLAIM DENIAL

IMPORTANT INFORMATION YOU NEED TO KNOW

CUSTOMER SUPPORT NUMBER – (855) 704-2566. Please see the box labeled **Contract Number** on the **Registration Page**. This is **Your Contract Number**. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim. **THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER’S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER’S WARRANTY.** This **Commercial Service Contract**, Vehicle Inspection Form, ECM Data Printout along with the **Registration Page** make up **Your** entire **Contract**. No other documents, unless provided directly to **You** from the **Administrator**, are legal and binding. **This Service Contract does not cover all Breakdowns and excludes some conditions and Vehicles.**

Please read the SCHEDULE OF COVERAGES, TERMS AND CONDITIONS, and EXCLUSIONS-WHAT IS NOT COVERED sections of this **Contract** so **You** fully understand what **Coverage** is provided to **You** for **Your Vehicle**. If **You** have any questions regarding this **Contract**, please contact the **Administrator** toll-free at (855) 704-2566. This **Service Contract** contains Limits of Coverage Liability. Please read the LIMITS OF COVERAGE LIABILITY section under TERMS AND CONDITIONS to determine what those are.

ELECTRONIC COMMUNICATIONS

You consent to Our using Your email address and/or mobile number to send You notices, including any notices required by law, in lieu of communication by postal mail. We may also use Your email address or mobile number to send You other messages. You agree that all agreements, notices, disclosures, and other communications that We provide to You electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by Us electronically are deemed to be given and received on the date We transmit any such electronic communication.

WHAT TO DO IF REPAIRS ARE NEEDED

Call Toll Free (855) 704-2566 or Instructions and Repair Authorization. Prior authorization from the **Administrator** is required before a repair is made to obtain Claim Payment (refer to “Steps to File a Claim” on page 10 of this **Contract**.) If **Your Vehicle** is unsafe and needs to be towed, contact a tow company or Roadside Assistance (see **page 5** for instructions and phone number) to arrange towing service. Otherwise, deliver **Your Vehicle** to a **Repair Facility**. Provide the **Repair Facility** with **Your Contract** number and direct them to call the **Administrator** for repair authorization at (855) 704-2566 before repairs begin. The **Administrator’s** regular business hours are Monday thru Friday 9:00am - 6:00pm EST. For claims assistance, visit claims@americatruckingwarranty.com.

EMERGENCY REPAIRS. If **You** experience a **Breakdown** at any time outside of the **Administrator’s** regular business hours, **You** may take one of the following steps:

1. Wait until regular business hours then follow the normal claims procedure outlined above;
2. Authorize and pay for any diagnostic or teardown time needed to determine whether **Your Breakdown** is covered by this **Contract**. If **You** reasonably believe that **Your Breakdown** is covered by this **Contract**, and **You** choose to have **Your Vehicle** repaired, **You** are responsible for paying for the repair. **You** must then call the **Administrator** at (855) 704-2566 during the next available regular business day so that:
 - a. The **Administrator** may determine whether **Your** repairs are covered by **Your Service Contract**.
 - b. If the **Administrator** determines that there was a covered **Breakdown** and **You** meet the requirements outlined herein, then **We** will reimburse **You** according to the terms of this **Contract**.
 - c. In the event the **Administrator** determines that **Your** repair is not eligible for coverage under the **Contract**, no reimbursement will be made.

THINGS TO DO NOW

CHECK YOUR CONTRACT COVERAGE - Not every part of Your Vehicle is covered by this Contract. Coverage is identified by the Coverage Plan Type as shown on the Registration Page of this Contract. Please compare the Coverage on the Registration Page with the corresponding Coverage as listed under the SCHEDULE OF COVERAGES. If this box was left blank, or the Coverage is inaccurate, contact Your Dealer immediately. Your Deductible is two hundred fifty dollars (\$250.00) per occurrence. Claims for Turbos, Water Pump, Fuel Injectors, Fuel Pump and ECM’s received within the first (90) days of Contract date will have a Deductible of five hundred dollars (\$500.00) per occurrence.

THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT

Properly Maintain Your Vehicle and KEEP THE RECEIPTS – This Contract is only valid if Your Vehicle has been maintained in accordance with the manufacturer’s specifications. Keep copies of all receipts (oil changes, lubrication, etc.), as proof of maintenance may be required when You file a claim. SEE TERMS AND CONDITIONS SECTION FOR SPECIFIC MAINTENANCE REQUIREMENTS. OBTAIN APPROVAL FROM THE PRIOR TO HAVING WORK PERFORMED THAT MAY BE COVERED BY THIS CONTRACT. If You believe the Breakdown may be covered by this Contract, call the Administrator or instruct the Repair Facility performing the work to call and register the claim BEFORE THE WORK IS PERFORMED. SEE THE WHAT TO DO IF REPAIRS ARE NEEDED SECTION.

SCHEDULE OF COVERAGES

In the event of a **Breakdown**, **We** agree to pay or reimburse for the parts and labor costs to repair or replace **Covered Parts** listed below (including replacement of all lost fluids gaskets and fluids needed to complete a covered repair; associated state and local taxes when applicable by state law) for the Plan Type Selected on the **Registration Page**, less applicable **Deductible**, subject to the terms, conditions and limitations herein. Replacement of any **Covered**

Part may be made with new, remanufactured, rebuilt or like, kind and quality parts at the discretion of the Administrator. Parts will be reimbursed up to the manufacturer's suggested list price. Labor Time will be reimbursed using nationally recognized labor time standards. The Repair Facility will be reimbursed for authorized, covered repairs at the approved Labor Rate as defined above. Coverage under this Service Contract is limited to the components listed under the Coverage selected on the Registration Page. Our obligations to perform under this Contract shall in no event exceed the limit of liability identified by Class Group. Total of all repairs completed under this Contract shall not exceed the Actual Cash Value (ACV) of the Vehicle at the time of repair, whichever is less. You are responsible for any additional charges over the maximum reimbursement amount or any amount that exceeds the limit of liability.

PREFERRED

If You have purchased PREFERRED Coverage, as shown on the Registration Page, the following parts are covered by this Contract. Parts not listed are not covered.

- ENGINE:** All internal lubricated parts within the engine including camshaft, cam followers, camshaft bearings, connecting rods, connecting rod bearings, crankshaft, crankshaft bearings, cylinder head gasket, exhaust valves, intake valves, lifters, main bearings, oil cooler and housing; oil pump, pump gears, pump housing, pump pickup screen, pump pickup tube, pump pressure relief springs and valves; pistons, piston rings, rocker arms, rocker arm shafts, timing gears, valve guides, valve retainers, valve springs, valve stem seals, wrist pins; required seals, gaskets and fluids needed to complete a covered repair; **The engine block, cylinder head(s) and cylinder liners are only covered in conjunction with a covered Mechanical Part Failure.**
- TRANSMISSION COMPONENTS:** All internal lubricated parts of the manual or automatic transmissions, including: torque converter, oil pump, valve body, governor, bands, drums, planetaries, sun gear, sprag(s), shaft(s), bearings and related bushings, shift rail, forks and synchronizers. **The transmission case is only covered in conjunction with a failed Covered Part.**
- REAR AXLE COMPONENTS:** All internally lubricated parts including: output shaft, bearings, bushings, gear sets, axle and bearings, carrier, ring and pinion gears, bearings, bushings, axle shaft. **The drive axle housing is only covered if damaged by a failed Covered Part.**
- TRANSFER CASE COMPONENTS:** All internally lubricated parts of the transfer case, bearings, bushings, chains, gears, sleeves and sprockets. (Exclusions are clutch, pressure plate, throw-out bearing, linkage, cables, shifter, electronic switches, solenoids and clutch slave cylinders.)

PREFERRED PLUS

If You have purchased PREFERRED PLUS Coverage, as shown on the Registration Page, the parts listed under the PREFERRED Coverage above and the following parts are covered by this Contract. Parts not listed are not covered.

- AIR CONDITIONING COMPONENTS:** Accumulator, AC compressor, AC - clutch, condenser, receiver dryer, evaporator, and expansion valve. **Evacuation/Recharge is eligible only when a failed component is covered. (Excludes any retro fitting to any updated ac system or updated component).**
- HEATING & COOLING COMPONENTS:** Radiator, water pump, thermostat, electric radiator fan, fan and clutch, coolant recovery container. (Exclusions are belts, hoses, heater core, blower motors and electric switches.)

ELITE

If You have purchased ELITE Coverage, as shown on the Registration Page, the parts listed under the PREFERRED and PREFERRED PLUS Coverages above and the following parts are covered by this Contract. Parts not listed are not covered.

- BRAKING COMPONENTS:** All internally lubricated parts of the hydraulic system, including master cylinder, vacuum power assist booster and valve, disc brake calipers, wheel cylinders, steel brakes lines and hoses. (Exclusions are linings, rotors, pads, drums, hardware and any component failure due to fluid contamination and ABS.)
- ELECTRICAL COMPONENTS:** Alternator, electric horn, front wiper motor, rear defroster switch, starter motor, starter drive assembly, starter solenoid, and voltage regulator.
- STEERING COMPONENTS:** Power Steering pump, rack and pinion, steering gear box.
- SUSPENSION COMPONENTS:** Upper and lower control arms, upper and lower ball joints, leaf and coil springs (only if broken), wheel bearings and spindles.
- TURBO CHARGER/FUEL COMPONENTS:** OEM installed equipment only. All internally lubricated parts, housing, wastegate, vanes, shafts and bearings. Fuel injectors, fuel injector cups and fuel pump.
- SEALS & GASKETS COMPONENTS:** Cylinder head gaskets and intake manifold gaskets are covered. All other seals and gaskets are covered for listed parts.

OPTIONAL COVERAGES UNDER THIS CONTRACT

The following Optional Coverages are available when selected on the Registration Page and the surcharge amount(s) has been paid at the time of the Contract Effective Date: If this Optional Coverage is selected on the Registration Page, Coverage is for the entire term of the Contract and includes:

EXHAUST AFTERTREATMENT – SYSTEM (E.A.S.) COVERAGE

Coverage includes the following components; back pressure control valve (BPV), BPV regen valve, BPV control cylinder; Diesel exhaust fluid (DEF) pump, DEF doser injector, DEF level sensor, DEF temp sensor, DEF heater control valve, DEF heating element; Diesel Oxidation Catalyst (DOC) catalyst only DOC temperature sensors pre and post; Diesel Particulate Filter (DPF) filter assembly, DPF hydrocarbon doser injector, DPF air / fuel manifold, DPF back pressure sensor, DPF fuel pressure sensor, Exhaust Gas Recirculation (EGR) valve assembly one or two, EGR cooler assembly, Electronic Control Modules (ECU) after treatment ECM, ECU dosing ECM; Select Catalyst Reduction (SCR) catalyst, SCR temperature sensors pre and post; Oxides of Nitrogen (NOx) sensor.

HYDRAULICS:

Lift gate: Hydraulic pump motor, hydraulic cylinders, liftgate solenoid (no progressive damage), 2-way drain valve, liftgate power unit.

Boom: Hydraulic pump, hydraulic cylinders, outrigger valves and control valves.

Hook lift/Hoist: Piston and/or gear pump, JIB system hydraulic cylinder, hydraulic valves, single and/or dual lift/dump cylinder(s).

Turntable: Gearbox, hydraulic pump(s), hydraulic cylinder(s), hydraulic turntable bearings, hydraulic valves, and controls.

Dump bed and roll off dump: Hydraulic pump, hydraulic tilt/lift cylinder(s), hydraulic controls, and roll off cable system (**the cable is not covered**).

Plow: Hydraulic pump, hydraulic valve(s), hydraulic cylinder(s), and hydraulic reservoir (**no progressive damage**).

Towing: Lift and bed tilt hydraulics, wheel lift and boom hydraulics, and hydraulic winch.

Cement Mixer: Hydraulic gear pump, hydraulic piggyback, chute, lock, latch, swing, hopper, booster, and axle cylinders.

Trash Truck: Hydraulic pump; hydraulic cylinders: container grabber/clamp, tilt/dump and arm/lift/reach, Inside and outside packer/blade/ejector/push-out/sweep, body raise/dump, door hopper cover, tailgate raise, holding crusher panel. Control levers.

Additional items: Hydraulic vehicle stabilizers (outriggers). **Failure caused by seals, gaskets, or hoses is not covered.**

RENTAL TRUCK COVERAGE

We will reimburse **You** for rental of a replacement vehicle for substitute transportation if there is a **Breakdown** of a **Covered Part** under this **Contract** to the registered **Vehicle** and the approved labor repair time is a minimum of eight (8) hours. Each eight (8) hours of approved labor time counts as one (1) day, at the maximum rate of three hundred dollars (\$300.00) a day or maximum of nine hundred dollars (\$900.00) per occurrence. **The rental benefit is subject up to a maximum of three (3) occurrences a year and excludes charges for Fuel, Sales Tax, DEF, Damage, Distance Traveled.**

LIFT KITS / OVERSIZED TIRES

A **Vehicle** with a lift kit installed up to ten (10") inches or with tires up to six (6") inches above the factory size as recognized or the door jamb placard.

EXHAUST / EMISSIONS MODIFICATIONS

Exhaust or emissions components, DEF & CAT delete, ERG system device.

TUNING / HORSEPOWER MODIFICATIONS

Maximum increase of 100 HP above factory specifications, if modification was done at **Vehicle** delivery.

LABOR RATE BOOSTER

We will pay the **Repair Facility's** posted **Labor Rate** up to a maximum of three hundred dollars (\$300.00) per hour.

ADDITIONAL BENEFITS UNDER THIS CONTRACT – INCLUDED AT NO EXTRA COST

ROADSIDE ASSISTANCE SERVICES

These services provided are reimbursement based. **We** are not affiliated with any Towing or Roadside entity. In the event **Your Vehicle** is unable to continue under its power, **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive up to five hundred dollars (\$500.00) worth of towing coverage. Any additional mileage/cost will be **Your** responsibility any payment will be expected at the time service is rendered.

ROADSIDE ASSISTANCE COVERAGE: One (1) service is available per 72-hour period. Towing, Battery Jump Start, Emergency Fluid/Fuel Delivery (**You are responsible for the actual cost of delivered materials**), and Locksmith. Five (5) dispatched road services are available per year of the **Contract** term. If **You** exceed five (5) dispatched service calls no reimbursement shall be made: Submission for reimbursement can be e-mailed to Claims@americasrvwarranty.com or mailed to the **Administrator**. The invoice must have the **Vehicle** identification number present, mileage at the time of **Breakdown**, and proof of payment. Once **We** have deemed towing eligibility reimbursement will be issued to **You**. Reimbursement of funds will be issued via mail and can take 10-15 business days and will be sent to the address listed on the **Registration Page**. Approval is required for addresses not on **Contract** and for all expedited requests. **You** will be reimbursed for towing expenses up to a maximum of four hundred dollars (\$500.00) and for all other services up to a maximum of fifty dollars (\$50.00). Contact the **Administrator** with any questions at (855) 704-2566.

TERMS AND CONDITIONS

This **Contract** is subject to the following terms and conditions. No alterations, changes or waivers of provisions may be made to this **Contract**. The benefits available under this **Contract** are strictly provided to **You** for repairs to the covered **Vehicle**.

A. CONTRACT PERIOD:

Expiration is measured in Term Months/Mileage from the **Contract Effective Date** and ECM miles Reading (on **Contract Effective Date**). Expiration is determined by adding the **Contract Term Months** to the **Contract Effective Date** and expiration mileage is derived by adding the **Contract Term Miles** to the ECM miles Reading (at **Contract Effective Date**). **Any purchase ten (10) or more days after the original Vehicle Purchase Date, or if the original Vehicle Purchase Date is unknown, is subject to a MANDATORY "Waiting Period" before Coverage begins. The Agreement will expire according to the time or mileage of the plan You selected, whichever occurs first as shown on the Schedule Page.**

B. YOUR RESPONSIBILITIES:

- You must perform an engine oil change ACCORDING TO THE MANUFACTURER'S RECOMMENDED MAINTENANCE SCHEDULE. It is required that verifiable receipts of service work be retained. Verifiable receipts must show purchases of all required parts and materials necessary to perform required maintenance and must show the date and kilometers when the services were performed. These records will be requested by the Administrator for the investigation of a claim. IT IS RECOMMENDED THAT YOU KEEP MAINTENANCE RECORDS WITH THE VEHICLE.**
- Use all reasonable means to protect Your Vehicle from further damage when a Breakdown occurs.**
- You must authorize the necessary labor time for the Repair Facility to diagnose a Breakdown.**
- Direct the Repair Facility to call the Administrator at (855) 704-2566 to report a claim. You must obtain authorization from the Administrator prior to commencing any repair of any Covered Part(s).**

C. OUR RESPONSIBILITIES:

Subject to the **Coverage** indicated as shown on the **Registration Page** and the applicable **Deductible** as indicated in this **Contract**, the Limits of Coverage Liability and items found under EXCLUSIONS-WHAT IS NOT COVERED, the **Administrator** will pay or reimburse for the cost of covered repairs. The

Administrator reserves the right to request teardown to inspect **Your Vehicle** to evaluate covered repairs. The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed the limits of coverage liabilities of this **Contract**.

D. LABOR RATE REIMBURSEMENT:

The **Labor Rate** for authorized repairs will be the **Repair Facility's** posted rate up to a maximum of one hundred fifty dollars (\$200.00), unless Labor Rate Booster Optional coverage is selected.

LIMITS OF COVERAGE LIABILITY

Limits of Coverage Liability	Class 1-5 (Gas)	Class 1-5 (Diesel)	Class 6-7 (Diesel)
Engine	\$10,000.00	\$15,000.00	\$20,000.00
Transmission & Rear Axle	\$10,000.00	\$10,000.00	\$10,000.00
Exhaust Aftertreatment System	N/A	\$8,500.00	\$10,000.00
Turbo Chargers/Fuel System	N/A	\$8,500.00	\$10,000.00
Hydraulics	\$5,000.00	\$5,000.00	\$5,000.00
Total Aggregate Limits	ACV	ACV	ACV

EXCLUSIONS-WHAT IS NOT COVERED

The following are not covered:

- A. For repair costs or expenses reported or made after the expiration of the terms of this Contract or not authorized by the Administrator.
- B. For repair costs or expenses if the Vehicle odometer fails to register or record actual mileage, true mileage cannot be determined for or is unreliable for any reason and odometer repairs were not made immediately at the time of failure, or if the odometer has been tampered with, disconnected, or altered in anyway while owned by You.
- C. You rent Your Vehicle to someone else other than in the ordinary course of and related to a commercial business operation.
- D. Your Vehicle is used for Ambulance, emergency services, Police or law enforcement services, Fire, speed events, or competition.
- E. For any vehicle that has been issued a restricted or branded title, including but not limited to salvage title, rebuilt title, scrap, fire, flood, physical damage, saltwater.
- F. For repair costs or expenses if You cannot provide to the Administrator accurate records proving that You have maintained the Vehicle in accordance with the manufacturer's specifications and instructions, or if any modifications have been made to the Vehicle including, but not limited to, the removal of any emission control part system.
- G. For repair costs or expenses if the Vehicle is still in the manufacturer's warranty period or covered by a recall or special policy by the manufacturer.
- H. If the Vehicle has been abused, neglected or any part of it has been subject to alteration or accident, or any accidental loss or damage resulting from collision or upset, falling missiles or objects, fire, theft, arson explosion, lightning, earthquake, windstorm, ice, water damage, water intrusion, water leaks.
- I. Repairs required because of fraud, collision, abuse, negligence, neglect, misuse, abuse, road hazard, racing, offroad use, vandalism, riot, theft, hail, water, flood, fire, war, malicious mischief, vandalism, acts of God or loss that is normally covered by casualty insurance, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, attorney fees, loss of earning, personal damage or per diem expenses.
- J. If the Vehicle is a total loss, has been repossessed or is the subject of a repossession action, or from any other cause whatsoever, except as outlined in this Contract.
- K. Liabilities for damage to the property or for injury to or death of any person arising out of the operation, repair, maintenance or use of the Vehicle, whether or not related to any Covered Part, or for consequential losses or damage, including, but not limited to, property damage, loss of use of the vehicle, loss of the vehicle, loss of time, in convenience, or commercial loss resulting from the operation, maintenance and/or use of the Vehicle, unless specifically covered herein.
- L. For mechanical problems that existed prior to the Contract Effective Date.
- M. For repairs to any part that has not suffered a Breakdown, or if the wear on the part has not exceeded the published field tolerance allowed by the manufacturer, or for repair costs not necessary to correct a Breakdown, or for damages or any loss resulting from faulty or negligent repair work or from the installation of defective parts.
- N. Any Breakdown or damage caused by the loosening/or breaking of internal or external fasteners, carbon build-up, clogged fuel injectors, contamination of any kind, coolant blockage, corrosion, detonation, fasteners, fluid leaks, freezing, improper engine adjustments, improper fuel, coolant, lean fuel conditions, lubrication blockage, nuts, overheating, pinging, pre-ignition, residue, rust, seized, sludge build-up, warpage, electrolysis, and rattles. Exhaust pipes, DPF, DOC or SCR housings.
- O. Damage caused by continued operation of an impaired Vehicle. Wiring repairs of any kind or failure of wiring harnesses.
- P. Charges for the cost of diagnostic, disassembly, or assembly when a Breakdown is not covered by this Contract, shop supplies, credit card transaction fees, freight & environmental fees, disposal fees, hazardous waste disposal.
- Q. This Contract will not cover any unauthorized or nonmanufacturer recommended modifications to Your Vehicle, or any damages arising from such unauthorized or nonmanufacturer recommended modifications.
- R. Vehicles that do not have a valid manufacturers Vehicle Identification Number (VIN).
- S. Damage by non-covered parts to a Covered Part is not covered.
- T. Cylinder Head Gaskets, Fuel Injectors and Injector Cups do not qualify for Progressive Damage coverage.

- U. Claims made if You no longer own the Vehicle regardless of when the Breakdown occurred.
- V. For any part not listed in the coverage detail section based on the Coverage level You purchased as indicated on the Registration Page.
- W. For any wear and tear to parts.
- X. Failure to maintain quality or coolant and lubricant levels.
- Y. Cylinder heads, block, cylinder liners, clutch assembly, and clutch actuators of any kind or to stop excessive oil consumption.
- Z. Seals and Gaskets unless required in conjunction with a covered repair.
- AA. Damage caused by towing or overloading the Vehicle in a manner not consistent with the manufacturer's recommendations or recommended capacity.
- BB. Software updates and programming or retro fitting of any kind, unless in conjunction with a covered repair and with all required documentation provided by the Repair Facility indicating those items were diagnosed as failed.
- CC. The costs of diagnostics, disassembly, or assembly when a Breakdown is not covered by this Contract. Any cleaning services recommended due to the buildup of soot or fluid exchange interval.

THE FOLLOWING ARE EXCLUDED UNLESS THE OPTIONAL COVERAGE HAS BEEN SELECTED ON THE REGISTRATION PAGE AND SURCHARGE HAS BEEN PAID:

- DD. Rental Truck Coverage.
- EE. A Vehicle with a lift kit installed up to ten inches (10") or with tires up to six inches (6") above the factory size as recognized or the door jamb placard.
- FF. Exhaust or emissions components, DEF & CAT delete, ERG system device.
- GG. Tuning / Horsepower Modifications.
- HH. Labor Rate Booster.

CONTRACT GENERAL PROVISIONS

SUBROGATION

If You have a right to recover funds that We have paid under this Contract against another party (such as a manufacturer's warranty claim, parts warranty, other service contract, etc.), Your rights shall become Our rights. You agree to provide reasonable assistance to help Us recover these funds. We shall only recover the excess after You are fully compensated for Your loss.

CANCELLATION

The original Contract holder may cancel this Contract by contacting the Seller or Administrator and completing a cancellation form. The Seller will submit the cancellation request to Our Contracts Department, who will process the cancellation and mail the applicable refund to the Seller for payment to You. In the event You are unable to return to the Seller, You may send a letter requesting cancellation to Our Contracts Department along with a notarized statement indicating the mileage (odometer reading) of Your Vehicle at the time the cancellation is to be effective. You will receive Your cancellation refund from the Seller.

If the Contract is canceled within thirty (30) days from the Contract Effective Date shown on the Registration Page, and no claim(s) has been made, then the full Contract Purchase Price shall be refunded to You. If a claim has been made against Your Contract or the Contract has been in effect more than thirty (30) days, a pro rata refund will be calculated based on the greater of the time in force or the miles driven compared to the total time or mileage of Your Contract Term, less a one hundred-dollar (\$100.00) cancellation fee.

We and/or the Lienholder may cancel this Contract:

1. If Your Vehicle is a total loss or repossession.
2. If Your Vehicle's odometer is disconnected or altered or for any reason does not record the actual mileage of Your Vehicle after the Contract Effective Date and You do not have it fixed and the mileage certified within thirty (30) days of the failure date.
3. There is a material misrepresentation or fraud at the time of sale of this Contract.
4. For non-payment of premium by You, in which case We shall provide You notice of cancellation by certified mail. If this Contract was financed or purchased on a payment plan (by a funding company) the lienholder shall be entitled to any refunds resulting from cancellation of this Contract for repossession of Your Vehicle, total loss of Your Vehicle or failure to make monthly payments in a timely manner.
5. If Your Vehicle has been used in any manner not covered by this Contract..

NOTE: If the Contract Purchase Price was financed, the refund will be paid to the Contract lien holder as their interest may appear.

TRANSFER OF CONTRACT

- A. Your Contract may be transferable to someone to whom You sell or otherwise transfer Your Vehicle while this Contract is still in force. This Contract cannot be transferred if the title transfer of our Vehicle passes through an entity other than the subsequent buyer, or Your Vehicle is sold or traded to a dealership, leasing agency or entity/ individual in the business of selling vehicles. This Contract can only be transferred once, and the original Contract holder must initiate the transfer.
- B. To transfer, the following must be submitted to the Administrator within thirty (30) days of the change of ownership to a subsequent individual purchaser:
 - A completed transfer form; with
 - Name and Address of new owner, date of sale to new owner, current mileage; and one-hundred-dollar (\$100.00) transfer fee payable to the Administrator.
 Any remaining manufacturer's warranty must also be transferred at the same time as Vehicle ownership transfer.

- C. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work, which the new owner has performed in accordance with the maintenance requirements of this **Contract**. If necessary, these documents will be verified by the **Administrator**.

PAYMENT PLAN AGREEMENTS

In the event the Contract Purchase Price of Your Contract is being paid for through a payment plan (or its equivalent) which is terminated for non-payment, the Term and mileage of this Contract will be modified to reflect the portion of the Contract that You have paid for. The modified Term and mileage of the Contract will be calculated on a pro-rata basis by adding the time and mileage that You have used from the Contract Effective Date and Vehicle odometer mileage on the Contract Effective Date as listed on the Registration Page. You may contact the Administrator toll free at (855) 704-2566 to obtain the modified Term and mileage limits.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT

You agree and acknowledge that **You** have paid an additional fee for this **Contract** that is separate and apart from the purchase price **You** paid for the **Vehicle**. Because of that separability stated consideration, **You** agree and acknowledge that this **Contract** is not part of the basis of the bargain for **Your** purchase of the **Vehicle**. **You** further agree and acknowledge that the **Administrator** or **Obligor** under this **Contract**, are not the supplier of the **Vehicle**. Consequently, this **Contract** is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this **Contract** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty."

INSURANCE STATEMENT

Our obligations to perform under this **Contract** are insured under an insurance policy issued by Lyndon Southern Insurance Company 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, except in California, Georgia, New York, and Wisconsin.

In California, the **Obligor** is insured under an insurance policy issued by Response Indemnity Company of California, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].

In Georgia, the **Obligor** is insured under an insurance policy issued by Insurance Company of the South, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].

In New York and Wisconsin, the **Obligor** is insured under an insurance policy issued by Blue Ridge Indemnity Company, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].

IF THE OBLIGOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS AFTER YOU PROVIDE PROOF OF LOSS COVERED BY THIS CONTRACT, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS CONTRACT, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), **You, We, and the Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of **Our** agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this Agreement, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under Agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.**

In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this Agreement. The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. **CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.**

The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's

claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any **Class Action**.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at URL: American Arbitration Association, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this **Agreement** or any other Agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT).

To opt out, You must send written notice to: Headstart Warranty Group LLC. [14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254]. You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Contract; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

PRIVACY

For information on privacy practices, please review the privacy policy at [www.headstartwarrantygroup.com].

ATTORNEY FEES, EXPENSES AND COSTS

If any of the Parties engage in legal action to defend, enforce, construe, or interpret this **Contract**, the prevailing Party shall be entitled to recover attorneys' fees, expenses of investigation and litigation, and court costs for such action, including those on appeal, those in bankruptcy and those in determining the amount of any such fees.

GOVERNING LAW

This **Contract** shall be governed by and construed in accordance with the laws of the State of Texas.

SEVERABILITY

The parties agree that if any provisions of this **Contract** may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning, which renders it valid and enforceable. The language of all provisions of this **Contract** shall be construed according to fair meaning and not strictly construed against either party. The provisions of this **Contract** are severable, and this **Contract** shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable. If any material provision of this **Contract** shall be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, **Administrator** reserves the right to terminate this **Contract**.

CONTRACT HOLDERS' RESPONSIBILITY: You authorize the **Repair Facility** to inspect, diagnose and troubleshoot any problem You are experiencing. You are responsible for any charges for diagnostics until a **Breakdown** has been identified. The part in question must be listed in the **Service Contract** to be eligible for **Coverage**. At that point We will initiate the claim, negotiate with the **Repair Facility** and process the agreed amount of payment. You are responsible to pay the stated **Deductible** amount in the **Contract**, any additional labor costs above the maximum reimbursement amount stated in the **Contract**, shop supplies fees, any other repairs made that are not approved repairs and any other charges that are not specified in the **Contract**.

REPAIR FACILITIES: We will need a detailed estimate that contains what diagnostics were performed, electronic supporting documents such as ECM printouts showing the fault codes, OEM diagnostic data if available, photographs of failed parts if available and an itemized list of the parts required to repair a **Breakdown**. It is imperative We receive this data as soon as possible because without supporting documentation the claim process will be delayed.

OUR RESPONSIBILITIES: Once We approve the claim, We will send a written approval that itemizes exactly what We will be paying for. When We receive the final invoice signed by You and all supporting documentation requested, We will issue a credit card payment authorization immediately for the pre-approved dollar amount. After the credit card has been processed, We will need a copy of the transaction receipt.

STEPS TO FILE A CLAIM

In the event there is a **Breakdown**, You must contact Our office at (855) 704-2566 and speak with a Claims Adjuster to **inform Us of a potential claim prior to any repair being performed**. The Administrator can be contacted Monday through Friday, 8:00 a.m. to 6:00 p.m. Central Standard Time at (855) 704-2566 or by fax at 800-811-2660. Please have Your last eight (8) of Vehicle Identification Number available. **For 24/7 claim assistance, You can email Us at claims@americatruckingwarranty.com or visit Our website, americatruckingwarranty.com, File a Claim tab.** In the event You cannot call Our office, please have Your **Repair Facility** call on Your behalf to start the claims process.

1. **Claim Inquiry - MAKE INQUIRY PRIOR TO DIAGNOSTICS.** When You call Us, be prepared to describe the problem You are having with Your Vehicle to the Claims Adjuster. Note: **You are responsible for paying for diagnostics if the repair is not covered under this Service Contract.** The Claims Adjuster will advise if all is in order and advise You to take the Vehicle to any licensed **Repair Facility** of Your choice. Please furnish the **Repair Facility** with Our office telephone number once You arrive at the **Repair Facility**. The **Repair Facility** will determine the root cause of the problem and call Us with the results and begin the process of gaining authorization from a Claims Adjuster to perform any covered repair.
2. **Starting the Claim Process - REPAIR ESTIMATES**
The **Repair Facility** can call Us at (855) 704-2566 to discuss what repair is required. The **Repair Facility** will need to have repair estimates prepared that include at least the following information: itemization of parts, parts numbers, and labor prices. The **Repair Facility** should also have any ECM Fault Codes with time stamps (if applicable), tech notes as well as other documentation that supports the **Breakdown**. **Repair Facility: Please have all this information gathered before calling the Claims Adjuster to start a claim.**
3. **Approving the Claim - CLAIM APPROVAL**
A Claims Adjuster will review Your **Repair Facility** diagnosis, cause of the **Breakdown** and the parts & labor associated with the repair and compare it to the terms of Your **Contract**. If the **Breakdown** is covered under Your **Contract**, We will provide an approved detail and the amount We will fund to Your **Repair Facility** via email. **Please note: You must pay the amount of Your Deductible and any charges that exceed the approved amount.**
4. **Invoice - INVOICE FOR PAYMENT**
Once repair is completed, the **Repair Facility** will invoice You and email a copy to claims@americatruckingwarranty.com. Upon receipt, We will reconcile the invoice to the original approved amount. To ensure We respond with payment in the shortest amount of time, please ensure the following information is included with the final invoice:
 - a. Contract Number
 - b. Vehicle Identification Number (VIN)
 - c. Itemized final invoice
5. **Payment - FINAL INVOICE**
Once We approve the final invoice, the **Repair Facility** will have options to be paid via a one-time use credit card (preferred) Via ACH, and check.

IMPORTANT!

**REPAIRS MADE WITHOUT PRIOR WRITTEN
AUTHORIZATION WILL BE DENIED
PRIOR TO REPAIRS BEING MADE.**

CONTACT AMERICAS TRUCKING WARRANTY AT (855) 704-2566 FOR FURTHER INFORMATION.