

# HEAVY DUTY

## COMMERCIAL EXTENDED SERVICE CONTRACT

### REGISTRATION PAGE

CONTRACT NUMBER

CUSTOMER INFORMATION					
NAME					
STREET ADDRESS					
CITY		STATE		ZIP	PHONE
EMAIL ADDRESS					
SELLER INFORMATION					
NAME			DLR No.		SALES ASSOC.
STREET ADDRESS				PHONE	
CITY	STATE	ZIP	PHONE		EMAIL
LIENHOLDER INFORMATION					
NAME					
STREET ADDRESS					
CITY		STATE		ZIP	PHONE
VEHICLE & COVERAGE INFORMATION					
VEHICLE ID NUMBER (VIN)		YEAR		MAKE	MODEL
ENGINE MAKE	ENGINE MODEL	ENGINE CONTROL MODULE (ECM) MILES		ODOMETER MILES	ENGINE HOURS
VEHICLE PURCHASE DATE					
PLAN TYPE	TERM MONTHS/MILES		EXPIRATION DATE		EXPIRATION MILEAGE
CONTRACT PURCHASE PRICE					
EFFECTIVE DATE				DEDUCTIBLE	
				<input type="checkbox"/> \$500 <input type="checkbox"/> \$1,000	
OPTIONAL COVERAGES/SURCHARGE					
IF THIS OPTION IS SELECTED, THE TERM OF THIS OPTIONAL COVERAGE WILL MATCH THE TERM OF THE OEM LIMITED WARRANTY LISTED HEREIN.					
<input type="checkbox"/> APU COVERAGE			<input type="checkbox"/> LABOR RATE BOOSTER		
OEM INFORMATION					
WARRANTY EXPIRATION MILEAGE			WARRANTY EXPIRATION DATE		
DECLARATIONS					

**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.**

**ENTIRE AGREEMENT:** This **Service Contract** is between **You**, and Headstart Warranty Group LLC, the **Obligor**. This document contains the entire agreement between **You** and **Us** and cannot be modified or altered in any respect without a written addendum or exception signed by **You** and Headstart Warranty Group LLC. Written addendums or exceptions are only approved and drafted by **Us**. By signing this **Service Contract**, **You** agree to receive text or email message from Headstart Warranty Group LLC, regarding **Your Service Contract** and/or claim status.

**You** are encouraged to immediately call (855) 704-2566 upon noticing any mechanical issues with the **Vehicle** listed on the above **Service Contract Registration Page**. **Repairs made without prior written authorization will not be eligible. You must obtain prior authorization before beginning repairs.** This is a stated component **Service Contract**.

**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 SERVICE CONTRACT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR THE VEHICLE.**

CUSTOMER SIGNATURE

DATE

## DEFINITIONS

1. **Administrator, Obligor (We, Us, Our):** Headstart Warranty Group LLC, 14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254.
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 aftermarket or remanufactured 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 PLAN **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 indicated on 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 COVERAGES, 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**. In all cases the parts replacement cost shall not exceed the list price or manufacturer's suggested retail price.
8. **Deductible:** The amount that **You** must pay for each covered repair visit as indicated on the **Registration Page**. The **Deductible** does not apply to towing, car rental, travel and lodging, tire road hazard expenses, or roadside assistance benefits.
9. **Diagnostic and Disassembly Time:** The time required to perform specific testing to determine the cause of failure of a covered repair.
10. **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 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.
11. **Expiration Mileage:** When **Your Vehicle's** odometer reaches the mileage listed on the **Registration Page**, **Your Coverage** will expire.
12. **Expiration Date:** At 12:00am on the date listed on the **Registration Page**, **Your Coverage** will expire.
13. **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.
14. **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 \$200.00, unless **TOTAL** coverage was selected, in which case the **Labor Rate** maximum of \$300.00. 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 areas similar local **Repair Facilities**.
15. **Labor Time:** The total labor time for a covered repair will be determined by a current nationally published labor manual approved by the **Administrator**.
16. **Plan Type:** Refers to the level of **Coverage** **You** have selected as indicated on the **Registration Page**. The levels of **Coverage** can be found in the SCHEDULE OF COVERAGES section of this **Contract**.
17. **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 Effective Date).**
18. **Progressive Damage:** The failure of a non-covered part due to the failure of the covered part.
19. **Registration Page:** Page 1 of this **Contract** that identifies information about **You**, the **Seller**, the **Contract Term**, the covered **Vehicle**, and the **Coverages** **You** have purchased.
20. **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.
21. **Road Hazard:** Any foreign object that is accidentally driven over on any public street or highway.
22. **Seepage:** Wet and/or dampness but not leaking to an active drip.
23. **Seller:** The entity from whom **You** purchased this **Service Contract**.
24. **Service Contract, Contract or Agreement:** This **Commercial Extended 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 "Term".
26. **Warranty:** Any other protection for **Your Vehicle** or its parts from the manufacturer or any other source.
27. **Waiting Period:** **THIRTY (30) DAYS OR TEN THOUSAND (10,000) MILES FROM THE EFFECTIVE DATE FOR ANY PURCHASE TEN (10) OR MORE DAYS AFTER THE ORIGINAL VEHICLE PURCHASE DATE, OR IF THE ORIGINAL VEHICLE PURCHASE DATE IS UNKNOWN. HOWEVER, AN ADDITIONAL THIRTY (30) DAYS OR TEN THOUSAND (10,000) MILES WILL BE ADDED TO YOUR VEHICLE PLAN'S SCHEDULED TIME/MILEAGE EXPIRATION. THEREFORE, THE WAITING PERIOD WILL NOT REDUCE THE ACTUAL TIME/MILEAGE DURING WHICH YOU HAVE COVERAGE. COVERAGE WILL COMMENCE THE DAY FOLLOWING THE WAITING PERIOD. CLAIMS INCURRED DURING OR PRIOR TO THE WAITING PERIOD ARE NOT COVERED.**
28. **Wear and Tear:** The deterioration of a part that occurs naturally over time. (**Wear and Tear is not covered under this Contract**).
29. **Vehicle:** The **Vehicle** described on the **Registration Page** that is covered under this **Contract**.
30. **You, Your, Customer and Contract Holder:** The **Customer** identified on the **Registration Page** or to whom this **Contract** was properly transferred.

## COMMERCIAL EXTENDED 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.** 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 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 Liability. Please read the LIMITS OF LIABILITY section under TERMS AND CONDITIONS to determine what those are. **This is not an insurance policy.**

#### WHAT TO DO IF REPAIRS ARE NEEDED

Call Toll Free (855) 704-2566 for 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 9 of this **Contract**.) If **Your Vehicle** is unsafe and needs to be towed, contact a tow company 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 through Friday 9:00am - 6:00pm EST. For claims assistance, visit [claims@americatruckingwarranty.com](mailto: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** 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 PLAN 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 Seller** immediately. **Your Deductible** is indicated on the **Registration Page**.

#### 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 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 personally, or instruct the Repair Facility performing the work to call and register the claim BEFORE THE WORK IS PERFORMED. SEE 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 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**. **Covered 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 Coverage Liability. The Limit of Coverage Liability for this Service Contract is determined by the mileage accumulated during the Contract Term and is structured as follows:**

- For claims occurring within the first 30 days or 10,000 miles of the Contract Term, the aggregate limit of coverage liability is \$10,000.
- For claims occurring after 30 days or 10,001 miles and up to 20,000 miles of the Contract Term, the aggregate limit of coverage liability is \$20,000.
- For claims occurring after 60 days or 20,000 miles of the Contract Term, the aggregate limit of coverage liability is \$30,000.

Notwithstanding the aggregate coverage limits above, the total of all repairs paid under this Service Contract shall not exceed a maximum of \$30,000 or 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 coverage liability.

## **EXECUTIVE COVERAGE**

This Contract will cover necessary repairs to ALL the mechanical and electrical parts of Your Vehicle, except for the following:

1. Parts listed under the Exclusions section of this Agreement.
2. Parts covered under the manufacturer's warranty, special policies, or recalls.

## **OPTIONAL COVERAGES**

The following **OPTIONAL COVERAGES** are available when selected on the Registration Page and surcharge amount(s) have been paid at the time of sale: If this **OPTIONAL COVERAGE(S)** is selected on the Registration Page, coverage(s) is for the entire term of the Contract and includes:

### **AUXILIARY POWER UNIT (APU)**

#### ***Limit of Coverage Liability (\$5,000)***

All internal lubricated hard parts limited to camshaft and cam bearings, cam followers, connecting rods, connecting rod bearings, constant velocity valve, crankshaft, hydraulic lines, intake and exhaust valves and guides, injectors, main bearings, oil pan, oil pump gears, oil pump housing, oil pump pickup screen, oil pump pickup tube, oil pump, pressure relief springs and valves, pistons, piston rings, piston oil cooling jets, push rods, rocker arm shafts, rocker arms, thrust washers, timing chain and gears, timing chain tensioners, timing gear cover, valve cover, valve keepers (locks), valve retainers. Valve springs, wrist pins, water pump.

### **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.

## **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 (at Contract Effective Date). Expiration is determined by adding the Term Months to the Contract Effective Date and expiration mileage is derived by adding the Term miles to the ECM miles Reading (at Contract Effective Date).

The Effective will expire according to the time or mileage of the PLAN You selected, whichever occurs first, as shown on the Registration Page.

### **B. YOUR RESPONSIBILITIES:**

1. 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 mileage 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.
2. Use all reasonable means to protect Your Vehicle from further damage when a Breakdown occurs.
3. You must authorize necessary labor time for the Repair Facility to diagnose a Breakdown.
4. 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 shown on the Registration Page and the applicable Deductible as indicated in this Contract, the Limits of Coverage Liability and items found under Exclusions, 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 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 \$200.00. If You selected LABOR RATE BOOSTER OPTIONAL COVERAGE, the Labor Rate for authorized repairs will be the Repair Facility's posted rate up to a maximum of \$300.00.

## EXCLUSIONS

### *The following are not covered:*

The following components, conditions, and services are excluded from coverage under this Contract for Vehicles, unless otherwise specified:

#### General Exclusions:

- **Invalid VIN or Title Status:** Vehicles without a valid manufacturer's VIN or with titles branded as junk, rebuilt, totaled, or salvage due to flood/electrical damage.
- **Odometer Issues:** Vehicles with stopped, altered, or disconnected odometers misrepresenting actual mileage, unless remedied within thirty (30) days if inoperable through no fault of the owner.
- **Liability for Damage or Loss:** Liability for property damage, injury, or death arising from Vehicle operation, maintenance, or use, as well as economic losses such as loss of use, time, shop delays, profit, inconvenience, lodging, food, storage, or incidental/consequential damages.
- **Manufacturer Recalls:** Losses or expenses due to mechanical/structural defects for which the manufacturer has publicly announced responsibility via recall, except for reimbursement of the difference between the manufacturer's deductible and this Contract's deductible, if applicable.
- **Other Warranties or Insurance:** Repairs or replacements covered by an insurance policy, supplier/repairer guarantee/warranty, manufacturer/dealer assistance program, or other manufacturer warranties.
- **Unauthorized Repairs:** Repairs performed without specific authorization via an authorization number.
- **Late Claims:** Claims submitted after sixty (60) days from the authorization date.
- **Fees and Supplies:** Shop supplies, EPA waste fees, disposal fees, freight, shipping, core charges, and storage fees.
- **Teardown Costs:** Costs associated with teardowns, unless in connection with a covered repair.

#### Pre-Existing Issues

- Any breakdowns or conditions present before the Contract Effective Date or during any applicable waiting period.

#### Component Exclusions

- **Electrical Components:** 24-volt batteries, battery cables/harnesses, fuses, fusible links, relays, circuit breakers, and related components.
- **Software updates/upgrades and/or tuning, calibration.**
- **Suspension Components:** Shock absorbers and related components.
- **Clutch Systems:** Manual and hydraulic clutch assemblies (e.g., clutch pedal, friction clutch disc, pressure plate, throw-out bearing, pilot bearing, hydraulic linkages), automatic clutches, and clutch kits.
- **Safety Restraint Systems:** Air bag systems and other safety restraint components, unless replacement is required due to a covered Breakdown.
- **Glass Components:** All glass (e.g., windshields, side windows, mirrors), unless replacement is required due to a covered Breakdown.
- **Lighting Components:** Components used solely for illumination (e.g., LEDs, sealed beams, lenses, bulbs, headlight/HID assemblies, taillight assemblies), unless replacement is required due to a covered Breakdown.
- **Brake Components:** Brake rotors, drums, pads, and linings/shoes.
- **Exterior and Interior Components:** Windshield wiper arms, weather stripping, trim, moldings, chrome, seats, upholstery, carpets, headliners, interior trim damaged by normal use, spills, or operator negligence, zippers, nuts, bolts, fasteners, freeze plugs, dash pads, squeaks, rattles, water leaks, wind noise, paint, exterior ornamentation, manual interior/exterior door handles, mirror housings, hubcaps, bumpers, body sheet metal, panels, frame, brackets, structural body parts, vinyl, tires, wheels/rims, lug nuts/studs, tire pressure sensors (including damage from Road Hazards), welds, subframe (including mounts and bushings), wheel covers, door hinges.
- **In-Cab Conveniences:** Dash clusters (instrument panels, gauges, indicator lights, bezels/trim), buttons/switches/knobs (e.g., for interior lighting, wipers, cruise control, radio, climate control, power windows, mirrors, seat adjustments), radio controls (AM/FM, satellite, Bluetooth/USB), CB radio controls, infotainment screens (non-critical navigation/media displays, excluding critical systems like backup cameras), HVAC vents/louvers/control panels, cup holders, storage compartments (glove boxes, overhead bins, center consoles), power outlets (12V/USB), sun visors, interior lighting controls (dome/map/ambient), steering wheel controls (audio, cruise, phone), horn button, cigarette lighter/accessory ports, manual window cranks, seat adjustment levers/knobs/buttons, non-factory installed appliances.
- **Non-Factory Systems:** Anti-theft systems, GPS systems, and audio systems not originally installed by the manufacturer.
- **APU:** (unless the APU OPTIONAL COVERAGE is selected and paid for on the Registration Page).

#### Condition-Based Exclusions

- **Damage from External Causes:** Breakdowns or damage from collision, Road Hazards, falling objects, theft, attempted theft, fire, fluid contamination, water ingestion, water intrusion, larceny, explosion, malicious mischief, vandalism, riot, civil commotion, acts of God, rust, corrosion, electrolysis, salt, saltwater, flood, lightning, earthquake, windstorm, volcanic eruption, hail, environmental damage, chemicals, fuels, coolants, lubricants freezing, or other acts of nature.
- **Negligence, Misuse, or Improper Maintenance:** Breakdowns caused by misuse, abuse, negligence, failure to perform manufacturer-required maintenance, use of improper fuels/oils/lubricants, improper fluid levels, sludge, varnish, or improper servicing/repairs by the owner or a Repair Facility.
- **Contamination or Modification:** Breakdowns caused by sludge build-up, carbon deposits, lubricant blockage, failure to maintain proper lubricant/coolant levels, modifications, alterations, tampering, disconnection, improper adjustments or repairs, misdiagnosis, lost or missing parts, clogging, overheating, warping, continued operation with a known issue, installation of non-OEM-quality parts, or add-on parts/modifications to existing systems.
- **Failure to Mitigate Damage:** Breakdowns resulting from failure to protect the Vehicle from further damage after a Breakdown occurs.
- **Excessive Wear:** Repairs or replacements of Covered Parts where a Breakdown has not occurred, or where wear does not exceed the manufacturer's published field tolerances, even if recommended by a Repair Facility or manufacturer.

- **Overheating Damage:** Breakdowns caused by or resulting from overheating that could have been prevented with reasonable care.
- **Consequential Damage:** Coverage for non-covered parts affected by a Breakdown.
- **Fluid Seepage:** Fluid seepage is considered normal by the manufacturer.
- **Engine Wear:** Loss of compression, oil consumption, or issues with pistons, piston rings, intake/exhaust valves due to carbon deposits or other materials, unless a Breakdown occurs. Grinding/refacing valves/seats or replacing pistons/rings/valves to restore compression or reduce oil consumption is excluded.

#### Usage-Based Exclusions

- **Maintenance and Tune-Up Items:** Routine maintenance as outlined in the Vehicle's owner manual, including oil changes, filter replacements (air, fuel, coolant), alignments, adjustments, cleaning, wheel balancing, tune-ups, spark plugs, glow plugs, hoses, lines, tubes, clamps, belts (except timing belts), clutch linings, fluids, lubricants, coolants, refrigerants, shop supplies, and environmental waste charges (unless required for a covered repair per factory fill specifications or covered by an optional maintenance plan).
- **Improper Use:** Vehicles used for towing/hauling beyond the manufacturer's rated capacity.
- **Non-Standard Use or Modifications:** Breakdowns caused by alterations or use not recommended by the manufacturer, including custom/add-on parts, frame/suspension modifications, oversized/undersized tires (exceeding six inches (6") from door jamb placard specifications or tires over 40"), trailer hitches, engine modifications, transmission modifications, drive axle modifications, or emissions/exhaust system modifications (excluding diesel trucks with paid exhaust/emission surcharge).
- **Rented Vehicles:** Vehicles being rented.
- **Electric Vehicles:** All electric semi-trucks (EVs).

### 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 **Us**, 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 **Us** 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 **Your Vehicle** has been used in any manner not covered by this **Contract**. If the **Contract** is canceled within thirty (30) days from the **Contract** Effective Date shown on the **Registration Page**, the full **Contract** Purchase Price shall be refunded to **You**, less claims paid. If the **Contract** has been in effect more than thirty (30) days, a pro rata refund will be calculated based on the greater of the number of days the **Contract** was in force or the miles driven compared to the total **Contract Term**, less any claims paid, and less a one hundred-dollar (\$100.00) cancellation fee.

**We** and/or the **Contract** finance source 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 financing source 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.

NOTE: If the **Contract Purchase Price** was financed, the refund will be paid to the **Contract** finance source 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 the **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 \$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 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 number of days the **Contract** was in force 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 under this Contract are insured by Dealers Assurance Company, 15920 Addison Rd., Addison, TX 75001. In the event We cease to operate, become bankrupt or fail to pay any valid claim within sixty (60) days after proof of loss has been filed, You may make a direct claim to the insurer at the above address.

## **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. “Claims” does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. 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 REGISTRATION PAGE).**

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**

It is **Our** policy to respect the privacy of **Our** customers. For information on **Our** privacy practices, please review **Our** 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:** It is **Your** to authorize the **Repair Facility** to inspect, diagnose and troubleshoot any problem they 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**. In the event **You** cannot call **Our** office, please have **Your Repair Facility** call on **Your** behalf to start the claims process.

### **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.

### **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** staff 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 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.**

### **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.**

### **Invoice**

#### **INVOICE FOR PAYMENT**

Once repair is completed, the **Repair Facility** will invoice **You** and email a copy to [claims@americatruckingwarranty.com](mailto: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

### **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 ADMINISTRATOR AT (855) 704-2566 FOR FURTHER INFORMATION.**

Congratulations on the purchase of **Your SERVICE CONTRACT**. **We** are committed to providing the best products and the best service in the industry. Included in this kit is the complete **Service Contract** which outlines the **Coverages** and procedures associated with **Your Contract**. Please review the complete booklet immediately and familiarize **Yourself** with the terms of the program. Also, please take a moment to review **Your Vehicle** and **Customer** information for accuracy.

With this coverage, **You** may use the certified **Repair Facility** of **Your** choice (**Seller**, national chain, independent **Repair Facility**) and have **Your** approved claims paid quickly and efficiently by **Us** over the phone.

If there is anything **We** can do to assist during the term of **Your Contract**, please let **Us** know.