

**COMMERCIAL SERVICE CONTRACT  
REGISTRATION PAGE**

CUSTOMER INFORMATION																	
NAME																	
STREET ADDRESS																	
CITY				STATE		ZIP		PHONE									
EMAIL ADDRESS																	
SELLING DEALER INFORMATION																	
NAME				DLR No.		SALES ASSOC.											
STREET ADDRESS						PHONE											
CITY		STATE		ZIP		PHONE		EMAIL									
LIENHOLDER INFORMATION																	
NAME																	
STREET ADDRESS																	
CITY				STATE		ZIP		PHONE									
TRAILER & COVERAGE INFORMATION																	
TRAILER ID NUMBER (VIN)				YEAR		MAKE		MODEL									
REEFER UNIT SN. (IF APPL)				YEAR		MAKE		MODEL									
PLAN TYPE		TERM MONTHS		CONTRACT EXPIRATION		PURCHASE DATE		COST									
SURCHARGES																	
<input type="checkbox"/> ADDITIONAL AXLE SURCHARGE					<input type="checkbox"/> HYDRAULIC SYSTEM SURCHARGE												
DECLARATIONS																	

**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 except on signed by **You** and Headstart Warranty Group LLC. Written addendums or exceptions are only approved and drafted by **Us** or the authorized **Administrator**. By signing this **Service Contract**, **You** agree to receive text or email message from Americas Trucking Warranty, regarding **Your Service Contract** and/or claim status. **You** are signing this **Service Contract** voluntarily and understand that this **Service Contract** is not required in order to obtain financing for the listed **Vehicle**.

**You** are encouraged to immediately call **(770) 874-2512** 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.**

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## DEFINITIONS

1. **Administrator:** Headstart Warranty Group LLC., 14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254, (888) 964-1899.
2. **Betterment:** The amount **You** or the **Dealer** elected to pay toward a repair that is above what the **Administrator** approved on a covered repair.
3. **Breakdown** means 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 specification 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 specification. 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. **Dealer:** The entity from whom **You** purchased this **Service Contract**.
9. **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.
10. **Diagnostic and Disassembly Time:** The time required to perform specified testing to determine the cause of failure of a covered repair.
11. **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.
12. **Expiration Mileage:** When **Your Vehicle's** odometer reaches the mileage listed on the **Registration Page**, **Your Coverage** will expire.
13. **Expiration Date:** At 12:00am on the date listed on the **Registration Page**, **Your Coverage** will expire.
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 \$200.00. 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**. **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):** Midwest Casualty Insurance Company, 14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254 (888) 811-2600.
18. **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 **Coverage Details** section of this **Contract**.
19. **Pre-existing Condition:** A condition in which existed prior to the purchase of this **Service Contract**. **This plan does not cover pre-existing conditions (conditions that arise prior to Contract purchase).**
20. **Progressive Damage:** The failure of a non-covered part due to the failure of the covered part.
21. **Registration Page:** Page 1 of this **Contract** that identifies information about **You**, the **Dealer**, 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. **Road Hazard:** Any foreign object that is accidentally driven over on any public street or highway.
24. **Seepage:** Wet and/or dampness but not leaking to an active drip.
25. **Service Contract or Contract:** This **Commercial Extended Service Contract**.
26. **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".
27. **Warranty:** Any other protection for **Your Vehicle** or its parts from the manufacturer or any other source.
28. **Wear and Tear:** The deterioration of a part that occurs naturally over time. **(Wear and Tear is not covered under this Vehicle Service Contract).**
29. **Vehicle:** The **Trailer** 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**.

## 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 – (877) 276-9149.** 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. **PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR FINANCE A MOTOR VEHICLE. THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.** This **Commercial Extended 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 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 **(877) 276-9149**. 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 **(770) 874-2512** or Instructions and Repair Authorization. Prior authorization from the **Administrator** is required before a repair is made in order 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 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 **(770) 874-2512** before repairs begin. The **Administrator's** regular business hours are Monday thru Friday 9:00am - 6:00pm EST. For claims assistance, visit [claims@americastruckingwarranty.com](mailto:claims@americastruckingwarranty.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 **Contract Coverage** 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 \$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 \$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 specification. 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 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**. Total of all repairs completed under this **Contract** shall not exceed total **Aggregate** of \$15,000, or the Actual Cash Value (ACV) of the Trailer 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.

## TRAILER COVERAGE

- **Air Brakes & ABS System**

Coupling head, trailer brake valves, brake chambers, release/ pressure valves & slack adjusters, ABS sensors & cables, ABS control modules, air chambers and air pressure lines

- **Trailer Suspension**

Leaf springs, air springs, torsion axle, axle shafts, equalizers, wheel bearings, hub assemblies, anti-dock walk devices, tire inflation valves, control box, flow sensing switch, manifold controller, and pressure sensors, leveling and dump valves

- **Frame**

Landing gear assemblies, manual & electronic slider system, slider pins, torque arm and bushing

- **Trailer Body Components**

Door/ramp springs, door/ramp/gate hinges, door ramp locks

- **Electrical**

7-way plug assemblies, complete wiring harness, wiring repair, connectors, and switches

- **Seals & Gasket**

All seals and gaskets for all listed components

## REEFER VAN COVERAGE

### *Includes all components listed in Trailer Coverage and the following Reefer Unit Coverage*

All internal lubricated parts within the engine including camshaft, cam followers, camshaft bearings, connecting rods, connecting rod bearings, crankshaft, crankshaft bearings, exhaust valves, intake valves, lifters, main bearings oil pump, pump gears, pump housing, pump pickup screen, pump pickup tube, and valves; pistons, piston rings, rocker arms, rocker arm shafts, timing gears, valve guides, valve retainers, valve springs, wrist pins;

AC compressor, expansion valves, temperature & pressure sensors, condenser, valves solenoids, temperature controller, ecu, radiator, fuel pumps, injectors, starter, alternator and water pump.

## SURCHARGE COVERAGES

The following **Surcharge Coverage** is available when designated on the **Registration Page** and surcharge amount(s) have been paid at the time of sale: If this **Surcharge Coverage** is selected on the **Registration Page**, **Coverage** is for the entire term of the **Contract** and includes:

### **Axle**

Base plan includes 2 axles; Surcharge applied for every added axle.

### **Hydraulic System Components**

Hydraulic pump motor, pressure lines, solenoids, couplers, winches, winch controller, equalizers, hydraulic arms, power combiners, hydraulic valves, hydraulic system controller, hydraulic fittings.

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

### **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 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.**
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 **(770) 874-2512** 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** selected as shown on the **Registration Page** and the applicable **Deductible** as indicated in this **Contract**, the Limits of 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 in order 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.

**EXCLUSIONS**

*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. You rent our Vehicle to someone else other than in the ordinary course of and related to a commercial business operation.
- C. 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.
- D. 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 specification 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. For mechanical problems that existed prior to the purchase of this Service Contract.
- K. 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.
- L. 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.
- M. Damage caused by continued operation of an impaired Vehicle.
- N. 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.
- O. This Contract will not cover any unauthorized or non-manufacturer recommended modifications to Your Vehicle, or any damages arising from such unauthorized or non-manufacturer recommended modifications.
- P. Vehicles that do not have a valid manufacturers Trailer Identification Number (VIN).
- Q. Damage by non-covered parts to a Covered Part is not covered.
- R. Cylinder Head Gaskets, Fuel Injectors and Injector Cups do not qualify for Progressive Damage coverage.
- S. Claims made if You no longer own the Vehicle regardless of when the Breakdown occurred.
- T. For any part not listed in the coverage detail section based on the Coverage level You purchased as indicated on the Registration Page.
- U. For any wear and tear to parts.
- V. Failure to maintain quality or coolant and lubricant levels.
- W. Cylinder heads, block, cylinder liners, clutch assembly and clutch actuators of any kind or to stop excessive oil consumption.
- X. Seals and Gaskets unless required in conjunction with a covered repair. Damage caused by towing or overloading the Vehicle in a manner not consistent with the manufacturer's recommendations or recommended capacity.
- Y. 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.
- Z. The costs of diagnostics, disassembly, or assembly when a Breakdown is not covered by this Contract. Any cleaning services recommended due to the build up of soot or fluid exchange interval.

**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 **Dealer** or **Administrator** and completing a cancellation form. The **Dealer** will submit the cancellation request to **Our Contracts Department**, who will process the cancellation and mail the applicable refund to the **Dealer** for payment to **You**. In the event **You** are unable to return to the **Dealer**, **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 **Dealer**.

**We** and/or the **Service 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.
5. If **Your Vehicle** has been used in any manner not covered by this **Contract**. If the **Contract** is cancelled 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.

NOTE: If the **Contract Coverage Cost** was financed, the refund will be paid to the **Contract** finance source as their interest may appear. (Refer to the Finance Source Changes.)

#### **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 \$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 Agreement** is being paid for through a Payment Plan (or its equivalent) which is terminated for non-payment, the **Term** and mileage of this **Agreement** will be modified to reflect the portion of the **Agreement** that **You** have paid for. The modified **Term** and mileage of the **Agreement** will be calculated on a pro-rata basis by adding the time and mileage that **You** have used from the **Agreement** Purchase Date and **Vehicle** odometer mileage on the **Agreement** Purchase Date as listed on the **Registration Page**. **You** may contact the **Administrator** toll free at (877) 276-9149 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".

#### **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 unconscionably 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](http://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](http://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 Agreement; and (c) the Dealer. 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, diagnosis 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** in order to be eligible for **Coverage**. At that point **We** will initiate the claim, negotiate with the **Repair Facility** and process 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 (770) 874-2512 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 Claim's 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 **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 **(770) 874-2512** 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 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.**

## 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 emails 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 AMERICAS TRUCKING WARRANTY AT (770) 874-2512 FOR FURTHER INFORMATION.**