

# Platinum Plus Service Contract

## SECTION I. DEFINITIONS

The following definitions apply to words frequently used in this **Contract**:

**Agreement, Service Agreement, Service Contract, Vehicle Service Contract, or Contract** means this Platinum Plus **Service Contract** that is by and between **You** and **Us**.

**Administrator** means North American Auto Care, whose principal place of business is 5900 S. Lake Forest Dr. Ste. 300, McKinney TX 75070, which is the entity that is obligated to perform hereunder.

**Authorized Repair Facility** means any dealership, local mechanic repair facility, or other **Vehicle** repair facility that is certified to perform mechanical repairs on motor **Vehicles** from the National Institute for Automotive Service Excellence (ASE) located in the United States or Canada.

**Breakdown** and/or **Mechanical Failure** means the failure of an original or replacement part covered by this **Agreement** to perform its function as it was originally designed to work in normal service with required maintenance due to material failures, mechanical failures, or defects outside the manufacturer's tolerance.

**Commercial Use** means **Vehicles Used** for farming, ranching, route work, job-site activities, service or repair work, and delivery of goods. Usage must not exceed the manufacturer's ratings and/or limitations. In order for **Commercial Use Vehicles** to be covered under this **Contract**, the **Commercial Use** surcharge box must be checked on the original Application Page. If this is not checked, it is **Your** responsibility to contact **Us** to add the surcharge.

**Coverage** means the component protection **You** selected as shown in this **Contract** and on **Your Identification Card**.

**Covered Part(s)** or **Covered Repairs** means the parts listed under "Section IV. **Coverage**" of this **Contract** and any parts listed on section "VII. Add On **Coverage** Options" of this **Contract** if those "add-ons" are selected on the Application Page of this **Contract**. **Deductible** means the amount of money **You** are required to pay as selected on the Application Page for covered **Breakdown** claims. The **Deductible** will be due and owing each visit to a repair facility for covered **Breakdown** claims. Once a Covered part is repaired or replaced under the terms of this **Contract**, there will be no **Deductible** for future repairs to that part.

**Dealership** means the original venue where **Your** car was purchased.

**Effective Date and Mileage** means the date **You** purchased **Your Contract** and the odometer mileage on **Your Vehicle** at the time **You** purchased this **Contract**. This is indicated as the **Effective Date** and **Contract Expiration Mileage** on the Application Page of this **Contract**.

**Expiration Date and Mileage** means the date and/or mileage when **Your Contract** is no longer in force. **Your Contract** Expires once the **Contract Expiration Date** or **Contract Expiration Miles** are reached as defined on the Application Page of this **Contract**. Once either of these two conditions are met, this **Contract** shall no longer be in force.

**Finance Agent** or **Payment Plan Provider** means the company that is providing the payment plan or financing for this **Contract**. The **Finance Agent** or **Payment Plan Provider** places a lien against any refunds due on this **Contract** until they have been repaid by **You** in full.

**Identification Card** means the card that was sent to **You**, which becomes part of this **Contract**. It gives information about **You**, **Your Vehicle**, **Coverage** chosen and other significant information, including **Your Contract** Number.

**Contract Number** is the number **We Use** to identify this **Contract** on **Your Vehicle**.

**Pre-Existing Condition** means a condition, **Breakdown**, or mechanical issue that within all probability occurred before **Your** purchase of this **Service Contract**.

**Selling Agent**, or **Seller** means the company that sold this **Contract** to **You**. The identity of the **Selling Agent** is listed on the Application Page.

**Vehicle** means the **Vehicle** which is listed on the Application Page.

**Waiting Period** means the period of time and mileage that must transpire before a claim may be filed hereunder. Unless otherwise indicated on the Application Page of this **Contract**, the **Waiting Period** is equal to thirty days of the **Effective Date** and one-thousand (1,000) miles from the **Effective Mileage** of this **Contract**. If a different **Waiting Period** is indicated on the Application Page of this **Contract**, then the period of time and mileage as indicated on the Application Page of this **Contract** must transpire from the **Effective Date** and **Effective Mileage** of this **Service Contract** before a claim may be filed. The **Waiting Period** time and mileage shall be added to the end of the **Contract** term.

**We, Us, Our** means the entity who is obligated to perform under this **Contract** ("the obligor"). The obligor of this **Contract** is North American Auto Care at 5900 S. Lake Forest Dr. Ste. 300, McKinney TX 75070.

**You, Your** means the **Contract** Purchaser (or purchasers) shown on the Application Page, or the person or persons to whom this **Contract** is transferred in accordance with the Terms and Conditions of this **Contract**.

## SECTION II. TERMS AND CONDITIONS

Nature of **Agreement**: This is a **Contract** between **You (Contract Holder)** and **Us**. **You** agree and understand that this **Contract** is a **Vehicle Service Contract** and not an insurance policy.

Entire **Agreement**: This **Contract**, including the Application Page, Terms and Conditions, **Identification Card**, limitations, exclusions, exceptions, and definitions, together with any endorsements, if any, constitute the entire **Contract**. No one other than the parties hereto, by mutual **Agreement**, may change this **Contract** or waive any of its provisions. This **Contract** gives the **Contract Holder** specific rights. **You** may have other **Contract** rights, which may vary from state to state in the United States, or between province to province in Canada. Please see the "State-Specific Requirements" of this **Contract** for specific information pertaining to **Your** individual state or province.

This **Contract** covers mechanical **Breakdowns** that are expressly covered under this **Contract** and is for the sole benefit of the **Contract Holder** named herein, and only applies with respect to the **Vehicle** described on the Application Page.

This **Contract** shall be invalidated if there has been a tampering, inaccuracy, or alteration to the odometer mileage of the **Vehicle** so that the **Vehicle's** true and actual mileage is not shown on the odometer and cannot be determined. In the event the odometer becomes inoperable during the term of this **Contract**, **You** must immediately contact **Us** within thirty (30) days of the odometer becoming inoperable and provide **Us** with documentation to show the odometer has been repaired properly. Failure to notify **Us** or provide this documentation may result in **Us** cancelling this **Contract**.

This **Contract** provides benefits for **Breakdown** and **Wear and Tear of Covered Parts** installed by the **Vehicle** manufacturer, as those terms are defined above.

**Coverage Period**: **Coverage** under this **Contract** begins upon expiration of the **Waiting Period** and will expire on the **Expiration Date** or Mileage measured from the **Effective Date** and Mileage, whichever occurs first, as shown on this Application Page, and/or when the Limits of Liability have been reached.

**Breakdown**: In the event of a **Breakdown** of any of the Covered Repair(s) listed below for **Coverage**, that are covered under this **Contract**, **We** will pay directly to the Authorized Repair Facility any pre-authorized reasonable expenses incurred for the repair or replacements of the part(s), less any Deductible, as stated in this **Contract**. Reasonable expenses shall include, but not be limited to, the parts, components, or units, which are not to exceed the manufacturer's suggested retail price (MSRP), which are necessary to repair or replace the failed covered part; the repair facility's labor rates, which are not to exceed the average market value for labor rates in the area that the Authorized Repair Facility is located in (area shall be defined as a fifty-mile [50] radius), which shall be multiplied by the amount of reasonable time in hours or sections of hours it may take to repair the part and/or **Vehicle** (reasonable time shall be determined by data in the national labor time guide); and any reasonable tear-down or diagnostic expenses to investigate the cause of failure in the event the repair is a Covered Repair (reasonable tear-down or diagnostic expenses shall be determined by the market rates within the area within a fifty-mile [50] radius). Replacement of **Covered Parts** that have experienced a **Breakdown** may be made with original equipment manufacture parts, non-original equipment manufacturer parts, remanufactured parts, or **Used** parts at the **Administrator's** discretion.

Deductible: In the event of a **Breakdown** of any Covered Part(s) listed below, **You** may be required to pay a Deductible. The amount stated in the Application Page of this **Contract** shall be the **Deductible** that will be paid by **You** upon each visit to the Authorized Repair Facility, for Covered Repairs. If that amount is equal to zero ("0"), **You** will not be required to pay a **Deductible** on any Covered Repair(s) as long as this **Contract** is active. Should a covered **Breakdown** require more than one visit to repair, **You** will only have to pay the **Deductible** once for the **Breakdown**.

Limit of Liability: The aggregate limit of liability will be \$10,500.00, or the J.D Power "clean trade-in" value of the Vehicle immediately prior to the Breakdown, whichever is less. Once the maximum limit of liability has been reached, as defined above, this **Contract**, its transfer and cancellation rights terminate.

Labor Rates and Parts: **We** shall only be required to pay the prevailing labor rate for all repairs. Further in the event of a covered repair, **We** shall only be required to repair the **Vehicle** with parts and/or components that **We** select, including the use of used, remanufactured, refurbished, or reconditioned parts and/or components. At the **Administrator's** request the **Vehicle** may be moved to another repair facility.

Incidental and Consequential Damage Limit of Liability: **Our** liability of incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of **Your Vehicle**, loss of time, loss of wages, inconvenience, and commercial loss resulting from the operation, maintenance, or use of **Your Vehicle** is expressly excluded.

### SECTION III. CONTRACT HOLDER'S RESPONSIBILITIES

**Contract Holder's Maintenance Requirements**: **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. **Your Vehicle's** Owner Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** driving habits and climate conditions. Failure to follow these recommendations may result in the denial of claims.

Oil Changes and Verifiable Receipts: In the event of a **Breakdown**, **We** may request oil change and/or service records to verify that maintenance has been properly done. If **You** perform **Your** own maintenance and/or service, **You** must retain all receipts that show the purchase of materials used in the **Vehicle** maintenance process.

Filing a **Breakdown** Claim: If **Your Vehicle** incurs a **Breakdown**, **You** must take the following steps to file a claim:

1. Prevent Further Damage- Immediately take action to prevent further damage to **Your Vehicle**. The operator of **Your Vehicle** is responsible for observing **Vehicle** warning lights, gauges, and sensory items that indicate a potential **Breakdown**. Upon this observation, **You** must immediately arrange for the **Vehicle** to be diagnosed. Failure to properly take this action may result in the denial of claims.
2. Take **Your Vehicle** to the Authorized Repair Facility- If **Your Vehicle** incurs a **Breakdown**, take **Your Vehicle** to any Authorized Repair Facility. As stated in the "Definitions" section of this **Contract**, an Authorized Repair Facility is any dealership, repair facility, or other business that is certified to repair motor **Vehicles** by the National Institute for Automotive Service Excellence (ASE) in the United States or Canada.
3. Obtain Authorization from the **Administrator**. Once **You** have taken **Your Vehicle** to the Authorized Repair Facility, give them **Your Contract** Number. The Authorized Repair Facility must then contact **Us** at (877) 484-6222 and obtain authorization to proceed with the claim. Any claim for repairs without prior authorization from **Us** may be denied, with the exception of Emergency Repairs as defined in this section of the **Contract**. The amount authorized by **Us** will be the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must obtain additional approval from **Us** by contacting the same number as stated above.
4. If applicable, Authorize Tear-Down and/or Inspection - In some cases, **You** may need to authorize the licensed repair facility to inspect and/or tear down **Your Vehicle** in order to determine the cause of failure and cost of the repair. **We** will pay this fee, up to the maximum market rate amount, if the **Breakdown** is a Covered Repair. The repair facility must get prior authorization to begin the teardown by calling the claims number as stated above.
5. Review **Coverage** - After **We** have been contacted, review with the service manager what will be covered under this **Contract**.
6. Pay any **Deductible** (If Applicable)- **You** must pay to the Authorized Repair Facility any required Deductible, as stated in "Terms and Conditions" section of this **Contract**. As stated in the "Terms and Conditions" section of this **Contract**, **We** will pay for the amount of the **Breakdown** on a Covered Repair less the deductible. In the event there is no **Deductible** as stated on the Application Page, **You** will not be required to pay a deductible. All repair orders, requested documentation, and invoices from the Authorized Repair Facility must be submitted to **Us** within thirty (30) days (three hundred sixty- five [365] days in Wisconsin) to be eligible for payment.

Emergency Repairs: Should an emergency occur which requires a repair of a **Breakdown** to be made at a time when **Our** office is closed, and failure to repair the **Breakdown** immediately will either 1) render **Your Vehicle** unsafe to drive, 2) result in further damage to **Your Vehicle** or, 3) cause other components on **Your Vehicle** to fail, follow the claim procedures above without authorization, and **We** will make reimbursement to **You** or the Authorized Repair Facility in accordance with the provisions of this **Contract** if the **Breakdown** is a Covered Repair. **You** must contact **Us** within three (3) business days from the date of repair to determine if the repair is a Covered Repair. No Emergency Repairs will be reimbursed without authorization in excess of \$500.00 per occurrence.

For claims assistance, please contact the **Administrator**, North American Auto Care at (877) 484-6222, NO CLAIMS WILL BE PAID UNLESS THE STEPS ABOVE ARE FOLLOWED.

#### SECTION IV. COVERAGE

Platinum Plus **Coverage** provides for the payment or reimbursement of costs authorized by **Us**, the **Administrator**, to repair or replace a **Breakdown** of ALL OF YOUR VEHICLE'S PART(S) OR COMPONENTS, including seals and gaskets, except those parts, components, and conditions listed in the section of this **Contract** labelled "V. Exclusions- What is Not Covered", less **Your** Deductible, in accordance with all terms and conditions of this **Contract** until **Your Vehicle** has an odometer reading of 100,000 miles.

Once **Your Vehicle** surpasses 100,000 total miles on **Your Vehicle**'s odometer, **We** will provide for the payment or reimbursement of costs authorized by **Us**, the **Administrator**, to repair or replace a **Breakdown** of the following parts from the time **Your Vehicle** surpasses 100,000 total miles on **Your Vehicle**'s odometer until this **Coverage** expires:

ENGINE (GAS/DIESEL)- The following parts are covered: pistons, piston rings, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. The engine block and/or cylinder heads are also covered if the above-listed parts cause a **Breakdown** of the engine block and/or cylinder heads.

**TURBO/SUPERCHARGER:** (Factory installed only): All internally lubricated parts of the factory installed turbocharger/supercharger. The turbocharger/ supercharger housing is covered if the internally lubricated parts cause a **Breakdown** of the turbocharger/supercharger housing.

**TRANSMISSION/TRANSAXLE:** All internally lubricated parts of Manual or Automatic Transmissions, including oil pump, drums, planetaries, sun gear and shell, shafts, bearings, side gears, carrier pinion gear, ring gear, shift rail, forks, synchronizers, and Torque Converter. **Breakdown** of the Transmission/ Transaxle case is covered only if caused by the failure of an internally lubricated covered part.

**DRIVE AXLE:** All internally lubricated parts. Drive axle housing is also covered if damage is caused by **Breakdown** of an internally lubricated part.

**TRANSFER CASE:** All internally lubricated parts of the 4 x 4 Transfer Case. **Breakdown** of the Transfer Case is covered if caused by the failure of an internally lubricated part.

**ELECTRICAL:** Alternator, voltage regulator, heater fan, starter motor, starter solenoid, and starter drive.

**AIR CONDITIONING:** Condenser, compressor, and evaporator. Orifice Tube and Accumulator/Receiver Dryer is also covered if required in connection with the repair of a covered part listed above.

**SEALS & GASKETS:** Seals and gaskets are only covered when required in connection with the replacement or repair of a covered part.

Once **Your Vehicle** surpasses 100,000 total miles on **Your Vehicle's** odometer, any parts not listed in this section for **Coverage** are not covered by this **Contract**, with the exception of "Add On" parts as selected on the Application Page of this **Contract** and defined in "Section VII. Add On **Coverage** Options".

#### SECTION V. EXCLUSIONS – WHAT IS NOT COVERED

**Coverage** is not provided under this **Contract** for any of the following Exclusions:

1. **Pre-Existing Condition(s):** Any Vehicle found not to be in good mechanical order at the time this **Contract** is placed on the Vehicle, or any failure that occurred prior to the purchase of this **Contract**. Any **Breakdown** and/or failure, whereby the cause of failure occurred due to a condition that pre-dated the purchase of this **Contract** shall also be expressly excluded from **Coverage**.
2. Any **Breakdown** that occurs during **Waiting Period** of this **Contract**.
3. For damage to a covered part caused by the failure of a part that is not listed as covered under this **Agreement**.
4. When the responsibility for the repair is covered by an insurance policy, or any warranty from the manufacturer, such as extended drive train, major component or full **Coverage** warranties (regardless of the remaining manufacturer's warranty when You purchased this **Agreement**), or a repairer's guarantee warranty regardless of their ability to pay. Further, **Coverage** under this **Agreement** is similarly limited in the event of a **Breakdown** if the manufacturer has announced its responsibility through any means, such as a recall.
5. **Technical Service Bulletins** and **Factory Service Bulletins**, whereby the manufacturer has declared a known defect or recurring issue with **Your Vehicle**, shall also be expressly excluded from **Coverage** under this **Agreement**. This shall apply even if the manufacturer has elected not to pay for repairs through a recall or other method.
6. Any covered repair not authorized in advance by Us, except those **Emergency Repairs**, as outlined in this **Contract**, in section "III. **Contract Holder's Responsibilities**".
7. Damage caused by continued operation of an impaired Vehicle.
8. Any aftermarket part or component that was installed in the Vehicle to replace an original manufacturer's part or component that is salvaged or was not replaced in accordance with the manufacturer's recommended specifications.
9. Overloading the Vehicle beyond the manufacturer's recommended capacity.
10. **Breakdowns** that have occurred due to **Wear and Tear**.
11. Repairs when **Your Vehicle's** odometer reading does not reflect the true mileage the Vehicle has been drive for whatever reason.
12. Any **Breakdowns** caused by any modifications, alterations, and/or additions to **Your Vehicle**, or if any modifications, alterations, and/or additions have been made to **Your Vehicle** You are Using or have Used **Your Vehicle** in a manner not recommended by the **Manufacturer**, including but not limited to, the failure of any custom or add on/aftermarket part regardless if supplied by a franchised dealer or not, all frame or suspension modifications, lift kits (unless the lift kit option is marked on the

- Application Page and not to exceed 6 inch of combined lift), oversized/undersized tires or wheels not recommended by the original manufacturer (unless lift kit option is marked on the Application Page and not to exceed 6 inches greater than the Manufacturer's specifications), trailer hitches.
13. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmissions modifications, and/or drive axle modifications, which includes any performance modifications.
  14. Any Breakdowns caused by any Use of Your Vehicle not recommended by the manufacturer, or if Your Vehicle is Used for towing (unless Your Vehicle is equipped with a factory installed or factory authorized tow package), or is Used for Commercial Use (unless the Commercial Use option is selected on the Application Page and only as defined under the Commercial Use Add On Options section of this Agreement), or is Used for snow removal (unless the Snow Plow option is selected on the Application Page of this Contract), rental, taxi, limousine, livery, or shuttle, towing/wrecker service, road repair, construction, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, off-road Use, pre-arranged or organized racing, or competitive driving.
  15. Repairs made outside of the United States and Canada.
  16. Repairs required because of technician negligence, detonation, sludge or carbon deposits caused by negligence, contamination, rust and corrosion caused by negligence, and/or operation without the proper lubrication levels or fluid type.
  17. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel including fuels containing more than ten-percent (10%) ethanol if the engine was not manufacturer for this mixture, excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants, or improper engine adjustments. Any mechanical Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication, or carbon buildup in cylinders.
  18. Repairs required because You did not properly maintain Your Vehicle, as outlined in this Contract in "III. Contract Holder's Responsibilities".
  19. Repairs required because of fraud, collision, abuse, negligence, neglect, misuse, road hazards, off-road racing or Use, vandalism, riot, theft, fire, war, acts of God, or the loss that is normally covered by Casualty and/or Collision insurance. Loss, damage, or expense resulting directly or indirectly from any intentional, dishonest, fraudulent, criminal or illegal act committed by You, Your employee or agent, or occurring due to confiscation or repossession.
  20. Repairs that are covered under a repairer's guarantee or another Service Agreement Provider's Coverage, and/or repairs that are covered under an insurance policy, or a manufacturer and/or dealer customer assistance program or Service Agreement.
  21. For any of the following parts: hoses, brake pads, brake linings/shoes, wiper blades, belts, thermostat housing, shock absorbers, carburetor, air springs and air struts, headlight assemblies, taillamp assemblies, blind spot sensors, heated steering wheels, coolant reservoir tanks, fuse boxes (including SAM Modules and Total Integrated Power Modules), Oxygen (O2) sensors, vacuum pumps, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, LED lighting, fuses, circuit breakers, cellular phones, personal computers, pre-heated car systems, game systems, radar detection devices, brake rotors and drums, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, catalytic converter/filtering/sensors, gas cap/filler neck, Weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, door handles, lift gate handles, tailgate handles, door bushings/bearings, hardware or linkage, tires, tire pressure sensors, wheel/rims, programming, reprogramming, or updating or maintaining a component that has not mechanically failed. Any equipment not installed by the manufacturer. External nuts, bolts, and fasteners are not covered unless they need to be replaced in connection with a Covered Repair. Engine block and cylinder heads are not covered if damage is caused by external overheating, freezing, or warping or any other part not listed in the Coverage section.
  22. The Costs of teardown, disassembly, or assembly when a Breakdown is not covered by this Agreement.
  23. Any regular maintenance services as described and/or recommended by Your manufacturer.

24. For any safety related maintenance events required by Your state or the manufacturer of Your Vehicle or a Breakdown caused by the continued operation of the Vehicle in an overheated condition irrespective of thermostat failure or the lack of proper and necessary amounts of coolants or lubricants.
25. For any repair or replacement of any Covered Part if a Breakdown has not occurred or if the Wear on that part has not exceeded the field tolerances allowed by the manufacturer under normal operating conditions.
26. Any repair that has been misdiagnosed by the Authorized Repair Facility and/or any cause of failure that cannot be verified as accurate or is found to be inaccurate.
27. Any and all emissions and/or exhaust components are excluded from Coverage.

#### SECTION VI. ADDITIONAL BENEFITS OF COVERAGE

All **Coverage** plans include the following benefits:

##### EMERGENCY ROADSIDE ASSISTANCE **COVERAGE YOU MUST CALL 877-877-3377**

In the event **Your Vehicle** is disabled, **We** will dispatch a service **Vehicle** to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power, **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive twenty-five (25) miles of towing at no Cost. Any additional mileage will be **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service, **You** must call 877-877-3377. **You** will be required to give the representative assisting **You** the following information: **Your** Member Number (which is **Your Contract Number** on the top right of **Your Contract**). **Coverage:** **You** are entitled to one (1) service per seventy-two (72) hours. Services available to **You** at no Cost are: a tow up to twenty-five (25) miles, battery jumpstart, flat tire change, fuel delivery (**You** are responsible for the actual Cost of the delivered materials), locksmith. Reimbursement: In the event **Your Vehicle** is disabled and **You Contracted** for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. Maximum for any covered services is strictly limited to one hundred dollars (\$100.00). **You** must send **Your** original receipted roadside bills along with a letter of explanation to: Auto Knight Motor Club, Inc., 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256

**TRIP INTERRUPTION** – In the event of covered Mechanical **Breakdown** which occurs more than one hundred (100) miles from **Your** home and results in a Repair Facility keeping the **Vehicle** overnight, **We** will reimburse **You** for receipted motel and restaurant expenses, up to ninety dollars (\$90.00) per day for a maximum of three (3) days. Total benefits shall not exceed two hundred seventy dollars (\$270.00) Per Occurrence. Prior authorization is not required for Trip Interruption benefits.

**RENTAL:** In the event of a **Breakdown** of a covered part, **You** will be reimbursed for actual expenses incurred for a rental **Vehicle** at the maximum daily rate of \$35.00 per day, for five (5) days, not to exceed \$175.00 per occurrence. After the first day of rental, each additional day of rental requires the **Covered Repairs** to exceed 4.0 labor hours per additional day as defined in the current year's manufacturers or nationally recognized labor time standards manual. In the event that the **Vehicle** is not drivable due to the covered **Breakdown**, **We** will cover one day of rental for every four (4) labor hours applicable to the covered repair. Under no circumstances will **We** provide rental **Coverage** for any repair hours that exceed the operation time for the covered repair as defined in a nationally recognized labor time standards manual (current year's edition). Rental time due to parts backorder or component failure inspection may be considered at the discretion of the **Administrator**. Rental **Coverage** shall not continue beyond the day on which **Covered Repairs** are completed. The substitute **Vehicle** must be rented from a licensed and nationally recognized rental agency. To receive reimbursement, **You** must present the following items within 60 days of the repair completion date: a rental **Agreement** from a licensed and nationally recognized car rental company signed by **You**; proof of payment receipt; a copy of the repair order showing that the repair was covered by North American Auto Care; and any other documentation reasonably requested by the **Administrator**.

Reimbursement Instructions for Trip Interruption and Rental Car Reimbursement: **You** must submit **Your** receipts, repair orders, and any other documents for reimbursement, as described in the Trip Interruption and/or Rental provisions contained herein by submitting the documents to the following address:

North American Auto Care  
ATTN: Claims  
5900 S. Lake Forest Dr. Ste. 300, McKinney TX 75070

## SECTION VII. ADD-ON COVERAGE OPTIONS

The following options are add-on options and apply **ONLY** if they have been selected by **You** as indicated on the Application Page:

**Commercial Use Option:** If **You** have selected the **Commercial Use Coverage** Option as indicated on the Application Page of this **Contract**. See the **Commercial Use** Definition for specific eligible uses. This surcharge is mandatory as it applies. **Uses** that are defined as eligible **Commercial Uses** under the definitions section of this **Contract** shall negate any provisions in this **Contract** that exclude **Coverage** for **Commercial Use**. **Uses** not defined as eligible for **Commercial Use** under the definitions section of this **Contract** shall not be eligible for **Coverage**.

**HYBRID VEHICLE OPTION (Mandatory as It Applies):** If **You** have selected the Hybrid **Vehicle** Option as indicated on the Application Page, **You** have **Coverage** in accordance with the applicable terms of this **Contract** for any electric motor, power controller, inverter assembly, generator(s), electronic air conditioning compressor, electronic power or steering pump.

**LIFT KIT OPTION (Mandatory as It Applies):** If the Application Page shows that the Lift Kit option was selected, **Coverage** will be provided for **Your Vehicle** if it has oversized/undersized tires (not to exceed 6 inches greater than manufacturer's specifications), body lifts, and suspension lifts (maximum 6-inch combined lift) that are installed by the Dealer or Authorized dealer facility at the time of the **Vehicle** sale. **Coverage** will be provided in accordance with the terms and provisions of this **Contract**. The Odometer must be re-calibrated to register accurate readings in order for **Your Vehicle** to be eligible for this **Coverage**. The oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions are specifically excluded from **Coverage**, and any failures caused by those oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions shall not be covered under this **Contract**.

**SNOW PLOW OPTION (Mandatory as It Applies):** If the Application Page shows that the Snow Plow option was selected, this **Contract** will provide **Coverage** if **Your Vehicle** is **Used** for snow removal, provided **Your Vehicle** is properly equipped for such **Use** and it is not **Used** commercially (unless the **Commercial Use** option is selected on the Application Page of this **Contract**). The snow plow itself, and any and all other systems related to snow removal is specifically excluded from **Coverage** under this **Contract**.

If **Your Vehicle** is found to be equipped with 4 X 4 / AWD, Diesel engine, Turbo/ Supercharger, Hybrid, Snow Plow, or Lift Kit, and the corresponding Option is not checked on the **Administrator** copy of the Application Page of this **Contract**, then no **Coverage** will be provided for Failures related to that Option during the term of this **Contract**.

## SECTION VIII. INELIGIBLE VEHICLES

The following **Vehicles** are ineligible for **Coverage** under this **Contract**:

All **Commercial Use Vehicles**, unless the **Commercial Use** surcharge option is selected on the Application Page. If the surcharge is selected, then only those commercial **Usages** listed under the definitions section of this **Contract** are eligible for **Coverage**.

Any **Vehicle Used** for towing (unless **Your Vehicle** is equipped with factory installed or factory authorized tow package), or **Used** as a commercial unit (unless appropriate surcharge is marked on the Application Page and is defined in the "Add On **Coverage**" section of this **Contract**), or **Used** for rental, taxi, limousine or shuttle, towing/wrecker service, dumping, cherry pickers, lifting or hoisting, police or emergency service, off-road use, prearranged or organized racing, or competitive driving.

Any **Vehicle** that has been issued a restricted title, including but not limited to: gray market, total loss, salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only.

## SECTION IX. GUARANTY

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

In California, obligations under this **Contract** are insured under an insurance policy issued by the Response Indemnity Company of California, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, (800) 888-2738.

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

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

In the event the Obligor fails to pay an authorized claim within sixty (60) days, or if the Obligor becomes insolvent or ceases to conduct business during the term of this **Contract**, **You** may submit **Your** claim directly to the applicable insurer at the above address for consideration.

Privacy Policy: It is **Our** policy to respect the privacy of **Our** customers. For information on **Our** privacy practices, please review **Our** privacy policy at [www.northamericanautocare.com](http://www.northamericanautocare.com).

#### SECTION X. CANCELLATIONS

If **You** cancel this **Contract** within the first 30 days from the Purchase Date of this **Contract** **You** shall be entitled to a full refund of all monies collected on **Your** account. This refund shall be paid to **You** by the **Selling Agent**. **You** may cancel this **Contract** within the first thirty (30) days by contacting the **Seller** at the telephone number listed on the Application Page, or in writing. After thirty days, **You** must send any requests to cancel this **Contract** to **Us** in writing.

**You** may cancel this **Contract** at any time, including instances when the **Vehicle** is sold, lost, stolen, or destroyed by notifying **Us** in writing and by submitting a request to Cancel the **Contract** with notarized Letter of Cancellation stating the reason for cancellation, and the date of cancellation. This letter must be submitted to the **Selling Agent** or **Us**. **We** will consider the date of cancellation to be the date that **We** or the **Selling Agent** receive the Letter of Cancellation. In the event this **Contract** is cancelled outside of the first thirty (30) days from the purchase date of this **Contract**, **You** will be charged a one-hundred (\$100.00) cancellation fee to be deducted from any refund due (except where state statute or regulation requires a lesser amount).

In the event this **Contract** is cancelled after the first thirty days from the purchase date and the **Contract** is not cancelled due to non-payment by the **Finance Agent** (if applicable), a pro-rated refund will be due. The pro-rated refund shall be calculated according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the **Contract**, less a service charge of one-hundred dollars (\$100), except where state law or regulation requires a lesser amount. After 30 days, paid claims shall also be deducted from any pro-rated refund due, except where prohibited by state law or regulation.

In the event this **Contract** is financed through a payment plan or **Finance Agent**, the **Payment Plan Provider** or **Finance Agent** shall place a lien against this **Contract**. Any and all refunds due from a cancellation shall be due to the **Payment Plan Provider** or **Finance Agent** as long as a balance is due by **You** to the **Payment Plan Provider** or **Finance Agent**.

In the event this **Contract** is cancelled due to non-payment by the payment plan provider, **Finance Agent**, or **Selling Agent** **You** will forfeit any and all refunds due to **You**.

#### SECTION XI. TRANSFERABILITY

This **Contract**, while in-force, may be transferred by the ORIGINAL **Contract** Holder to the subsequent owner of the **Vehicle** for a fee of fifty (\$50) dollars payable to **Us**, the **Administrator**. The subsequent owner must also transfer the manufacturer's warranty, if applicable. Written evidence of all required maintenance may be requested by **Us** upon transfer. All terms and conditions of the original **Contract** will apply to the transferee. Approval of transfers is at the discretion of **Us**, the **Administrator** and may be denied for any reason. Submission of a Transfer Request must be completed within thirty (30) days of the sale or transfer of the **Vehicle**.

In the event this **Contract** is transferred to a Dealer Entity, the **Contract** will remain in a suspended status, whereby all claims will be rejected until the **Contract** is transferred back to an individual owner. Both the individual who sells the **Contract** to the Dealer Entity, and the Dealer Entity itself must pay the transfer fee to transfer it back to the new individual owner. If this process is not followed properly, **We** reserve the right to void this **Contract** and any refund rights will be forfeited.

Please send any and all transfer requests, as **Well** as a check payable to North American Auto Care to the following address:

North American Auto Care  
ATTN: Transfers  
5900 S. Lake Forest Dr. Ste.300,  
McKinney TX. 75070

Please reference the **Contract** number, the name of the old **Contract** holder and the name of the new **Contract** holder in **Your** correspondence.

## SECTION XII. GENERAL PROVISIONS

Resolution of Disputes: Should a dispute, controversy, or claim arise out of or relating to this **Contract**, the dispute, controversy, or claim arising out of or relating to this **Contract**, or a breach hereof, may be settled by non-binding Mediation. Either party may make a written request to any nationally recognized organization that performs consumer related Mediation services. If both parties agree to Mediate in writing, the parties shall then agree to abide by the consumer related protocol established by the chosen Mediation organization and the laws of the state where the purchaser resides as **Well** as federal law. Otherwise, any dispute, controversy, or claim arising out of or relating to this **Contract** shall be settled in a court of competent jurisdiction, according to the laws of the state where the **Contract** Purchaser resides at the time the dispute, claim, or controversy arose, and federal law.

Payment Plan or **Finance Agent Agreements**: If this **Contract** was purchased on a Payment Plan or through a **Finance Agent**, the failure to make monthly payments in a timely fashion will result in cancellation of this **Contract**, unless State Law mandates otherwise. Unpaid late fees will be posted to **Your** balance due by **Your Payment Plan Provider** or **Finance Agent**. The **Payment Plan Provider** or **Finance Agent** shall be entitled to any refund resulting from cancellation for any reason until the **Contract** has been Paid In Full with the **Payment Plan Provider** or **Finance Agent**.

Reinstatement: If this **Contract** is cancelled, **We** reserve the right to grant or deny any request for reinstatement. If this **Agreement** is reinstated by **Us**, **We** will not be responsible for liable for any **Breakdowns** to **Your Vehicle** during the period this **Contract** was cancelled, and for the first thirty (30) days from the **Effective Date** of reinstatement. If this **Contract** is cancelled due to non-payment, the **Contract** may be reinstated if the entire balance due is received within thirty (30) days of the cancellation, or unless **We** elect to make a special exception.

Renewability: **You** may purchase a **Contract** for additional time/mileage provided the request is made within thirty (30) days and one thousand (1,000) miles prior to the expiration of the original **Contract**. At that time, contact the **Administrator** for the terms, **Coverage** and **Deductible** options available, which may not match the original **Contract Coverage** or be available at all.

## SECTION XIII. PRIVACY POLICY

The trust of the customers of North American Auto Care is **Our** most valuable asset. **We** safeguard that trust by keeping nonpublic personal information about customers in a secure environment and using that information in accordance with this Privacy Policy.

Below is **Our** privacy pledge to **Our** customers:

North American Auto Care may collect nonpublic personal information about **You** from the following sources: Information **We** receive from **You** (or is provided to **Us** on **Your** behalf) on applications and other forms, such as **Your** name, address, telephone number, employer and income.

Information about **Your** transactions with North American Auto Care, the **Selling Agent**, and the **Payment Plan Provider** and/or **Finance Agent** that includes **Your** name, address, telephone number, age, insurance **Coverage**, transaction history, claims history, and premium information.

Information **We** May Disclose and To Whom **We** May Disclose Information: The nonpublic personal information North American Auto Care may collect as described above may be disclosed in order to deliver products and services to **You**, provide customer service, and/or administer **Your** account with **Us**.

Disclosures permitted by law: North American Auto Care may disclose all of the nonpublic personal information described above, as permitted by law. **We** may use affiliated and non-affiliated parties to perform services for **Us**, such as providing customer assistance, handling claims, protection against fraud, and maintaining software for **Us**. **We** may also disclose information in response to requests from law enforcement agencies or State insurance authorities.

Information Regarding Former Consumers: North American Auto Care does not disclose nonpublic personal information about former customer with inactive accounts, except in accordance with this Privacy Policy.

**Our** Security Procedures: North American Auto Care restricts access to nonpublic personal information about **You** to those employees with whom **We** determine have a legitimate business purpose to access such information in connection with the offering of products or services to **You**. **We** employ security techniques designed to protect **Our** customer data. **We** provide training and communications programs to educate employees about the meaning and requirements of **Our** strict standards for data security and confidentiality.