

POP TOP HEAVEN, INC.

Physical: 31650 Dunlap Blvd
Yucaipa CA 92399

Phone: (909) 389-1491

FAX: (253) 390-7496



This contract is between A.U.L. Corp., 1250 Main Street, Suite 300, Napa, CA 94559, 1 800 826 3207 (herein referred to as the "ADMINISTRATOR") and YOU and provides coverage as indicated above.

This Vehicle Service Contract is not an insurance policy. Unless otherwise regulated under state law, the contents of this Vehicle Service Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93 637. However, OUR obligations under this Vehicle Service Contract are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If WE fail to perform or make payment under the terms of this Vehicle Service Contract within sixty (60) days after YOU request performance or payment, YOU may apply directly to American Bankers Insurance Company of Florida. Please call 1 866 306 6694 for instructions.

For Arizona Residents Only: YOUR Vehicle Service Agreement has an Arbitration Provision. By signing in the section entitled OWNER'S SIGNATURE, YOU acknowledge that YOU are waiving YOUR right to go to court, except as provided in the Arbitration Provision or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.

SECTION 1. KEY TERMS AND PROVISIONS

This Vehicle Service Contract is not an insurance policy. This is a Vehicle Service Contract between the SERVICE CONTRACT HOLDER and the ADMINISTRATOR. This Contract provides additional information regarding responsibility for benefits. State restrictions may apply; please refer to the STATE DISCLOSURE section for details.

Any modification, alteration, or change to the preprinted terms and conditions of this Vehicle Service Contract shall render it invalid and of no force or effect. No coverage is afforded under this Vehicle Service Contract without a valid Owner's Signature.

Vehicles, Terms, Coverages, and/or Options not in accordance with the ADMINISTRATOR's Underwriting Rate Sheet and Guidelines, at the time of sale, are not covered under this Vehicle Service Contract. This Vehicle Service Contract is only in force upon the receipt and acceptance of this Vehicle Service Contract by the ADMINISTRATOR.

If any information contained in this Vehicle Service Contract about the SERVICE CONTRACT HOLDER, the COVERED VEHICLE or the coverage that YOU selected is in error, please contact the ADMINISTRATOR or the SELLING DEALER immediately.

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, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF

THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS CONTRACT.

The General Provisions of this Vehicle Service Contract contain several words that have special meanings. The following words are important in this Vehicle Service Contract and they are printed in CAPITAL LETTERS type below.

"ADMINISTRATOR" means A.U.L. Corp. 1250 Main Street, Suite 300, Napa, California 94559, 1 800 826 3207. "CLAIM" means a request or demand made by YOU for benefits under this Vehicle Service Contract.

"CONTRACT PURCHASE DATE" means the date this Contract was purchased as listed on this Vehicle Service Contract.

"COST" means the usual and approved charges for parts and labor to repair or replace the covered part. Replacement of covered parts may be made with new, remanufactured, or parts of like kind and quality, at the option of the ADMINISTRATOR.

"COVERED VEHICLE" means the car, light duty truck, or van described as such on this Vehicle Service Contract.

"DECLARATIONS PAGE" means the numbered document executed by YOU which is part of this Vehicle Service Contract. It lists information regarding the COVERED VEHICLE, Vehicle Service Contract terms, and other vital information.

"DEDUCTIBLE" means the amount that the SERVICE CONTRACT HOLDER must pay for covered repairs per repair visit. The DEDUCTIBLE will not apply to the ADDITIONAL BENEFITS listed in SECTION 7: WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT.

"DISAPPEARING DEDUCTIBLE" means that if YOU have purchased the DISAPPEARING DEDUCTIBLE option then no DEDUCTIBLE will be charged so long as the COVERED VEHICLE is returned to the SELLING DEALER for repair. If the COVERED VEHICLE is taken anywhere other than the selling dealer, the DEDUCTIBLE as listed on the DECLARATIONS PAGE will apply.

"EXPIRATION DATE" means the CONTRACT PURCHASE DATE plus the Term Months as listed on this Vehicle Service Contract.

"EXPIRATION MILEAGE" means the present mileage as listed on the DECLARATIONS PAGE of this Vehicle Service Contract plus the Term Miles as listed on this Vehicle Service Contract. This Contract will expire at either the EXPIRATION DATE or the EXPIRATION MILEAGE, whichever occurs first, or when WE have wholly fulfilled OUR financial obligations under the terms of the Limit of Liability clause of SECTION 8 WHAT IS NOT COVERED by this Contract.

"FAILURE" or "FAILED" means the inability of any covered component(s), which has received manufacturer's recommended service, to perform the function(s) for which it was designed, including when any covered component(s) has worn beyond the manufacturer's tolerances allowed for the particular Vehicle at the mileage when the problem occurs. "INTERNALLY LUBRICATED PART" means any internal part that requires lubrication to reduce friction between two moving surfaces.

“LIENHOLDER” means the company listed on the DECLARATIONS PAGE of this Vehicle Service Contract that has advanced the money for the purchase of this Vehicle Service Contract.

“OBLIGOR”, “WE”, “US” or “OUR” means A.U.L. Corp. 1250 Main Street, Suite 300, Napa, California 94559, 1 800 826 3207, the entity obligated to perform under this Vehicle Service Contract.

“ODOMETER MILES” means the mileage recorded on the odometer provided that it has not stopped or been changed to lower the actual mileage, as determined in accordance with Public Law 92 513, Title IV, as amended.

“SELLING DEALER” means the Dealer described as such on this Vehicle Service Contract.

“SERVICE CONTRACT HOLDER,” “YOU,” and “YOUR” mean the owner designated as such on this Vehicle Service Contract.

“WARRANTY REMAINING” If the “WARRANTY REMAINING” option is selected & paid as indicated on YOUR DECLARATIONS PAGE, coverage begins at the CONTRACT PURCHASE DATE and expires by Time or Mileage measured from the original Full Manufacturer’s Warranty Expiration Date or Expiration Mileage, whichever occurs first.

SECTION 2. MAINTENANCE RESPONSIBILITIES

The SERVICE CONTRACT HOLDER must have the COVERED VEHICLE serviced according to the service and maintenance schedule outlined in the owner’s manual published by the manufacturer of the COVERED VEHICLE. YOU must also maintain proper fluid levels. The SERVICE CONTRACT HOLDER must keep all maintenance records, from the date YOU purchased the COVERED VEHICLE to the EXPIRATION of this Vehicle Service Contract, supported by receipts indicating date, time, mileage, and service performed, and these records must be available to the ADMINISTRATOR and/or the SELLING DEALER upon request. Proof of maintenance will be required for certain repairs under this Vehicle Service Contract. Failure to provide proof of required maintenance may result in denial of coverage. Failure to properly maintain YOUR COVERED VEHICLE in accordance with YOUR owner’s manual will result in denial of coverage.

SECTION 3. HOW TO OBTAIN REPAIRS

ADMINISTRATOR PHONE NUMBER AND ADDRESS: Toll Free 1 888 285 2567 | 1250 Main Street, Suite 300, Napa, CA 94559.

AFTER HOURS CLAIMS: For CLAIMs outside of the ADMINISTRATOR’s normal business hours, please follow the instructions in paragraph 4 below.

1. **Prevent Further Damage:** Take immediate action to prevent further damage to YOUR COVERED VEHICLE. Any damage resulting from continued operation of an impaired vehicle will constitute failure to protect the COVERED VEHICLE and will not be covered under this Vehicle Service Contract.
2. **Return YOUR COVERED VEHICLE to the SELLING DEALER:** If YOUR COVERED VEHICLE is within sixty (60) miles of the SELLING DEALER, YOU must deliver the COVERED VEHICLE to the SELLING DEALER at the address shown on the DECLARATIONS PAGE of this Vehicle Service Contract.
3. **Call the ADMINISTRATOR for instructions on how to start a CLAIM at 1 888 285 2567:** If YOUR COVERED VEHICLE is more than sixty (60) miles from the SELLING DEALER, WE reserve

the right to select the repair facility. Call the ADMINISTRATOR for instructions BEFORE YOU deliver YOUR COVERED VEHICLE to any repair facility other than the SELLING DEALER. To ensure coverage under the terms of this Vehicle Service Contract, the repair facility must contact the ADMINISTRATOR and obtain their authorization PRIOR to beginning teardown or repair. YOU are responsible for authorizing diagnosis or teardown of YOUR COVERED VEHICLE by the repair facility to determine the cause of FAILURE. If the FAILURE is not covered under this Vehicle Service Contract, YOU will be responsible for these costs. The ADMINISTRATOR and the SELLING DEALER reserve the right to inspect YOUR COVERED VEHICLE prior to any repair being made. Replacement of covered parts may be made with new, remanufactured, or parts of like kind and quality, at the option of the ADMINISTRATOR.

4. Emergency Repairs: If emergency repairs covered by this Vehicle Service Contract are required outside the ADMINISTRATOR's or SELLING DEALER's business hours, the SERVICE CONTRACT HOLDER should deliver the COVERED VEHICLE to a licensed repair facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, the SERVICE CONTRACT HOLDER should report the repairs to the ADMINISTRATOR. To report an emergency repair and obtain a reimbursement, please call 1 888 285 2567 for instructions. Emergency repairs are only those repairs, which, if not performed, would render YOUR COVERED VEHICLE inoperable or unsafe to drive and impair its future operation.

SECTION 4. TRANSFER AND RENEWAL PROCEDURES

This Vehicle Service Contract may be transferred one time to a new owner during the Vehicle Service Contract term. This Vehicle Service Contract may not be assigned separately from the COVERED VEHICLE, nor can it be assigned or transferred to a new or used car dealer or anyone other than the individual who is purchasing the COVERED VEHICLE for personal use. A transfer fee of fifty dollars (\$50.00) will be charged. The new owner must supply the ADMINISTRATOR with their name, address, telephone number, current vehicle mileage on COVERED VEHICLE, a copy of the bill of sale to validate the transfer, and all maintenance records from the previous owner dating back to the contract purchase date. The ADMINISTRATOR must be notified within thirty (30) days of the date of sale of the COVERED VEHICLE for the transfer to the new owner to be effective. Once transferred, this Vehicle Service Contract is non refundable. This Vehicle Service Contract is not transferable from vehicle to vehicle. This Vehicle Service Contract may be renewable. Renewal is subject to underwriting guidelines at the time of renewal. Proof of maintenance and a vehicle inspection may be required prior to renewal. Renewal rates may be different from the original price. In order to facilitate renewal, if YOU choose to renew, the ADMINISTRATOR may share certain nonpublic personal information with another company. That company, however, will use this information only for its intended purpose and will not share it with any third parties.

SECTION 5. CANCELLATION

In the event the COVERED VEHICLE is repossessed, declared a total loss, or YOU give notice of cancellation, this Vehicle Service Contract shall terminate.

1. In the event of a valid repossession or total loss of the COVERED VEHICLE, the rights under this Vehicle Service Contract, which include cancellation, shall immediately transfer to the

- applicable LIENHOLDER, only if the LIENHOLDER is an outside financial institution not controlled by the SELLING DEALER.
2.
 - a. This Vehicle Service Contract is cancelable by the SERVICE CONTRACT HOLDER or the LIENHOLDER. If the SERVICE CONTRACT HOLDER or the LIENHOLDER cancels this Vehicle Service Contract within the first sixty (60) days and no CLAIMs have been filed, the SELLING DEALER will refund the entire Vehicle Service Contract Price.
 - b. If this Vehicle Service Contract is canceled by the SERVICE CONTRACT HOLDER or the LIENHOLDER after the first sixty (60) days or a CLAIM has been filed, the SELLING DEALER will refund the amount of the unearned Vehicle Service Contract Purchase Price according to the pro rata method reflecting the greater of the days in force or the miles driven relative to the plan selected.
 - c. A fifty dollar (\$50.00) service fee will be deducted from all refunds for cancellations requested after the first sixty (60) days.
 3. How to cancel: Provide the SELLING DEALER with: (1) The SERVICE CONTRACT HOLDER copy of this Vehicle Service Contract; (2) a brief letter signed by the SERVICE CONTRACT HOLDER requesting cancellation; (3) an affidavit indicating the true odometer reading on the date of the request. In the event of cancellation, the LIENHOLDER, if any, will be named on the cancellation refund check as their interest may appear; (4) If the contract is financed or on a payment plan, provide the lender's name and mailing address. If account is paid in full, documentation from lender stating account has been satisfied will be required.

SECTION 6. CANCELLATION BY ADMINISTRATOR

The ADMINISTRATOR may terminate (cancel) this Vehicle Service Contract for any reason by mailing, via certified mail at least fifteen (15) days prior to termination, a notice of termination to YOUR last known address to include a statement of the reason for and effective date of termination and by tendering a refund as follows: If the ADMINISTRATOR cancels this Vehicle Service Contract, the refund will be calculated in accordance with paragraph 2 in SECTION 5 CANCELLATION.

SECTION 7. WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT

This Vehicle Service Contract will cover the parts listed below based on the coverage level that YOU purchased. Only those parts specifically listed below are covered. Refer to the DECLARATIONS PAGE to determine which coverage group(s) apply to YOUR COVERED VEHICLE. Items listed in SECTION 8. WHAT IS NOT COVERED are not covered under this Vehicle Service Contract.

I. POWERTRAIN COVERAGE

- A. Engine Group: All INTERNALLY LUBRICATED PARTs. Crankshaft and bearings, oil pump, fuel pump, diesel injection pump, internal timing gears or chain/belt, camshaft, camshaft bearings, valve lifters, rocker arm assemblies and push rods, valve guides, pistons and rings, wrist pins, connecting rods, motor mounts, and distributor drive gear. The engine block and cylinder heads are covered only if damage is caused by the FAILURE of an INTERNALLY LUBRICATED PART. ENGINE (Rotary): All of the above listed parts plus rotors, rotor seals, rotor chamber, eccentric shaft and bearings.
- B. Turbocharger/Supercharger: Factory installed turbocharger or supercharger, including housing, and all internal parts.

- C. Transmission, Transaxle and Transfer Case (4x4/AWD): All INTERNALLY LUBRICATED PARTs. Drive shaft/U joint, torque converter, and transmission mounts. Case housings are covered if damaged by the FAILURE of an INTERNALLY LUBRICATED PART.
- D. Drive Axle Group (Front or Rear): Pinion bearings, side carrier bearings, ring and pinion gears, carrier assembly, thrust washers, axles, axle bearings, constant velocity joints, internal transaxle seal, and drive axle housing if damaged by the FAILURE of an INTERNALLY LUBRICATED PART.
- E. Seals and Gaskets: Seals and gaskets are covered when replaced in conjunction with a covered FAILURE.

II. VINTAGE COVERAGE

All POWERTRAIN COVERAGE as listed above, plus:

- A. Power Steering Group: Steering gear box, pump assembly, rack and pinion, pitman arm, idler arm, tie rod, control valves, and intermediate shafts.
- B. Air Conditioning Group: Compressor, condenser, evaporator, a/c clutch & coil, expansion valve, receiver drier, blower motor, and heater control valve.
- C. Electrical Group: Alternator, starter motor, front and rear wiper motors, voltage regulator, distributor, solenoids, electronic fuel injectors, throttle position sensor, front oxygen sensor, crankshaft position sensor, camshaft position sensor, fuel pressure sensor, electronic ignition module, ignition coils, power window motors/regulators, power mirror motors, power seat motors, 4WD encoder motor, power lock actuators, and the following manually operated switches: window switch, seat adjuster switch, headlight switch, turn signal switch, door lock switch, wiper switch, ignition switch.

III. DOMAIN COVERAGE

All POWERTRAIN and VINTAGE COVERAGE as listed above, plus:

- A. Brake Group: Master cylinder, power brake cylinder, vacuum assist booster, hydro boost, disc brake caliper, wheel cylinders, compensating valve. The following ABS Components are covered: hydraulic control unit, electronic control processor, wheel speed sensors, hydraulic pump/motor assembly, pressure modulator valve, isolation dump valve, and accumulator.

IV. ESTATE COVERAGE

All POWERTRAIN, VINTAGE and DOMAIN COVERAGE as listed above, plus:

- A. Front/Rear Suspension Group: Upper and lower control arms, control arm shafts and bearings or bushings, upper and lower ball joints, radius arm and bushings, torsion bars and mounts or bushings, stabilizer bars, links and bushings, struts, strut bearing plates, shock absorbers, spindle and spindle support, wheel bearings, and the following variable dampening suspension parts: compressor, control module, actuator, solenoid, height sensor, and mode selector switch.
- B. Enhanced Electrical Group: Manually operated switches, fuel injection sensors, rear window heating elements, and the following factory installed devices: global positioning system (GPS), Central LCD Control Screen, electronic control modules, instrument cluster, infrared systems, cruise control servo, proximity pass key and sensor, power antenna motor.

- C. Cooling Group: Engine cooling fan and motor, fan clutch, serpentine belt tensioner, radiator, heater core, water pump, and thermostat.
- D. Seals and Gaskets: This coverage option is included for covered components on Vehicles with less than one hundred twenty five thousand (125,000) miles at CONTRACT PURCHASE DATE. Minor loss of fluid or seepage is considered normal and is not considered a FAILURE.

V. RESERVE COVERAGE

This Vehicle Service Contract will cover approved repairs to any FAILURE of the parts of the COVERED VEHICLE, except for those items listed in SECTION 8. WHAT IS NOT COVERED.

VI. SURCHARGES and OPTIONAL COVERAGE

Business Use: Coverage is provided if the Business Use surcharge has been selected & paid as specified on YOUR DECLARATIONS PAGE. Coverage is limited to cars, trucks, and vans that are not part of a pool or fleet, as used by the owner for: route work; service or repair work; delivery or hauling; agricultural purposes; job site activities; construction trades; and eligible vehicles owned by religious/charitable organizations.

Seals and Gaskets: FAILED seals and gaskets for covered components will be replaced if the Seals and Gaskets surcharge has been selected & paid as specified on YOUR DECLARATIONS PAGE and the COVERED VEHICLE has less than one hundred twenty five thousand (125,000) miles at CONTRACT PURCHASE DATE. Minor loss of fluid or seepage is considered normal and is not considered a FAILURE.

Lift Kit/Tire/Wheel Modifications: Coverage is provided if the surcharge has been selected & paid at the time of sale of this Vehicle Service Contract as specified on YOUR DECLARATIONS PAGE. FAILURES resulting from a professionally installed lift kit (up to 4 inches on mid size trucks or SUVs and up to 6 inches on full size trucks or SUVs) or tire modification (up to 33 inches on mid size trucks or SUVs and up to 35 inches on full size trucks or SUVs), to a listed component will be covered. For cars with oversized rims, this surcharge allows for a 2 inch increase in rim diameter. This surcharge is only available if the COVERED VEHICLE is equipped with Lift Kit/Tire/Wheel Modifications at the time of sale of this Vehicle Service Contract. Lift Kit/Tire/Wheel Modifications above the guidelines noted above are not covered.

WARRANTY REMAINING: If the "WARRANTY REMAINING" option is selected & paid as indicated on YOUR DECLARATIONS PAGE, coverage begins at the CONTRACT PURCHASE DATE and expires by Time or Mileage measured from the original Full Manufacturer's Warranty Expiration Date or Expiration Mileage, whichever occurs first.

VII. ADDITIONAL BENEFITS/ROADSIDE ASSISTANCE (ALL Plans)

In order to obtain the additional benefits listed below, please call 1 888 810 5150.

1. Towing: In the event the COVERED VEHICLE becomes disabled due to a mechanical FAILURE which renders the COVERED VEHICLE inoperable, WE will arrange to have the COVERED VEHICLE transported, one time per CLAIM, to the nearest qualified repair service facility within one hundred fifty (150) miles. YOU are responsible for any charges that exceed the stated coverage limit.
2. Flat Tire Change: In the event of a flat tire on the COVERED VEHICLE, WE will arrange for a service provider to mount an inflated spare tire provided by YOU. In

the event the spare tire is not functional, WE will provide YOU with transportation to the nearest tire store for repairs.

3. Emergency Fuel Delivery Service: In the event the Vehicle runs out of gas, WE will arrange for a service provider to deliver two (2) gallons of gas to the COVERED VEHICLE. YOU are responsible for the cost of the emergency supply of gas at the time of delivery. (Compressed Natural Gas (CNG) vehicles excluded)
4. Battery Jump Service: In the event the COVERED VEHICLE will not crank due to a weak or "run down" battery, WE will arrange for a service provider to boost or jump start the battery.
5. Key Lockout Service: In the event the keys for the COVERED VEHICLE are lost, broken or accidentally locked in the COVERED VEHICLE, WE will arrange for a service provider to unlock the COVERED VEHICLE and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the locksmith service, excluding the cost of replacement keys. YOU are responsible for the cost of any replacement keys at the time of service. To obtain roadside assistance, call 1 888 810 5150.

VIII. RENTAL CAR

The ADMINISTRATOR will reimburse the SERVICE CONTRACT HOLDER, for actual rental car expense incurred, up to thirty dollars (\$30.00) per twenty four (24) hour period, with a one hundred fifty dollar (\$150.00) maximum per CLAIM. In order to qualify for reimbursement, the COVERED VEHICLE must: 1) be retained by the repair facility overnight, and; 2) have a FAILURE to a covered component based on the coverage plan selected, that if driven, would result in further damage to the COVERED VEHICLE. An additional ninety dollars (\$90.00) of rental coverage applies only in the event of a parts delay when an internal repair or replacement is performed on a major component (Engine Group, Transmission Group, Drive Axle Group). Reimbursement will not continue beyond the day that repairs are completed and the SERVICE CONTRACT HOLDER is notified of completion. Reimbursement is only valid if rental is from a licensed car rental agency.

SECTION 8. WHAT IS NOT COVERED

- A. Repairs or replacements not authorized in advance by the ADMINISTRATOR, except for repairs that qualify as Emergency Repairs as described in SECTION 3 HOW TO OBTAIN REPAIRS.
- B. Repairs or replacements of components of the COVERED VEHICLE that were not operating properly in accordance with manufacturer's specifications at the time of sale of this Vehicle Service Contract.
- C. Any mechanical breakdown or FAILURE that occurs to or results from non standard (any component not installed by the original manufacturer) or high performance parts, alternate fuels, any mechanical or electrical alterations made to the COVERED VEHICLE including, but not limited to, the use of oversized tires, mismatched tire sizes according to manufacturer's guidelines, installation of header pipes, lift kits, mid size trucks or SUVs lifted above 4 inches or with tire modifications exceeding 33 inches, full size trucks or SUVs lifted above 6 inches or with tire modifications exceeding 35 inches, or snow plow equipment or fittings.
- D. Any part, repair, or replacement thereof while covered by insurance, a manufacturer's warranty, recall program, factory service bulletins, special policy, certified program or dealer warranty. Any COVERED VEHICLE if the odometer has been tampered with, altered, disconnected (excluding

during maintenance or repair) or not maintained in working order, causing it to not record actual mileage driven.

- F. Any mechanical breakdown or FAILURE caused by (a) failure to service the COVERED VEHICLE as recommended by the manufacturer; (b) overheating, regardless of the cause of overheating or resulting from contamination or inadequate amounts of coolant, lubricants, or fluids; (c) continued operation of YOUR COVERED VEHICLE or failure to use reasonable means to protect YOUR COVERED VEHICLE from further damage after a FAILURE occurs; (d) sludge, rust, residue, or corrosion; (e) lack or loss of oil or lubricant, or poor quality lubricant or fluids; or (f) OWNER OR DRIVER NEGLIGENCE OR MISUSE, WHICH SHALL INCLUDE OPERATION OF THE VEHICLE AFTER THE FAILURE OF ANY PART, THE NORMAL OPERATION OF WHICH IS REQUIRED TO MAINTAIN A SAFE ENGINE OPERATING TEMPERATURE. AN UNSAFE ENGINE OPERATING TEMPERATURE IS INDICATED BY GAUGES, WARNING LIGHTS, OR AUDIBLE WARNING SOUNDS.
- G. Any vehicle used for any form of competitive driving, racing or abusive driving.
- H. Any COVERED VEHICLE used for pulling a trailer with a gross vehicle weight in excess of 1,500 pounds unless the vehicle is equipped as recommended by the manufacturer.
- I. The following, unless required in connection with repairs or replacements covered hereunder: adjustments, wheel or suspension alignments, wheel balancing, engine tune ups, grinding valves, refrigerants, reprogramming.
- J. Phones, Wireless Transmitting Devices, Television/VCR, DVD Players and LCD Screens (except as described in this Vehicle Service Contract), Satellite Radio, Electronic Device Software.
- K. Commercial use including, but not limited to, public hire, rental, taxi, or livery, and vehicles with non standard equipment installed specifically to facilitate commercial use.
- L. During the period covered by this Vehicle Service Contract, it may become necessary to: (a) replace spark/glow plugs, cap and rotors, points, fuses, wiper blades, PCV valves, emission components, fly wheels, flex plates, clutch assembly and hydraulics, brake and clutch linings, pressure plate, throw out and pilot bearings, hoses, molded rubber or rubber like items, filters, glass and glass lenses, windows, any component whose only purpose is for illumination, such as but not limited to: sealed beams, high intensity discharge (h.i.d. or xenon) bulbs, h.i.d. headlamp assemblies, ballasts, h.i.l.e.d. cooling systems, l.e.d. assemblies, light bulbs, lenses, wheels, tires, trim, moldings, bright metal, upholstery, paint, exhaust system (excluding exhaust manifold if cracked or warped (RESERVE COVERAGE ONLY)), brake rotors and drums, batteries, carburetor; (b) adjustments to carburetor, throttle body assembly, ignition, transmission bands, belts or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; (d) add oil, coolant, fluids, lubricants, greases, or refrigerants. Costs for these services and parts are not covered by this Vehicle Service Contract, regardless of the cause of failure.
- M. Storage charges, shop supplies, and materials charge; diagnostic procedures not in the flat rate time to repair the covered component.
- N. Losses resulting from delays or failures caused by acts of God, accidental loss or damage, collision or upset, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, hail, water, flood, freezing, malicious mischief, vandalism, war, riot or civil commotion, labor strikes, or other causes beyond the control of the ADMINISTRATOR.
- O. Incidental or consequential damages, such as loss of time, inconvenience or loss of use of the COVERED VEHICLE or injury or death to any persons.
- P. A part or component that a repair facility may recommend replacing but which has not FAILED.

- Q. Maintenance services and parts described in the Manufacturer's Maintenance Schedule for the COVERED VEHICLE.
- R. Rust damage or body repair, convertible or vinyl tops, air and water leaks, wind noise, weather strips, squeaks, and rattles.
- S. Repairs or replacements made outside the United States or Canada.
- T. Repairs to correct loss of compression or oil consumption related to burnt or carbonized piston rings or valve components.
- U. Mechanical breakdown caused by ruptured or damaged constant velocity boots (NOT APPLICABLE TO RESERVE COVERAGE).
- V. Damage to a covered part resulting from a mechanical breakdown or FAILURE of a non covered part, or from faulty or negligent repairs, or installation of defective parts.
- W. Damages for bad faith, punitive or exemplary damages, property damage (except as specifically stated in this Vehicle Service Contract), and attorney fees.
- X. Any vehicle not originally manufactured to U.S. specifications or with restricted titles, commonly known as a grey market vehicle; salvaged vehicles, factory buybacks, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only.
- Y. Limit of Liability (per repair visit) The COST of repairs in excess of the approved COST to correct any FAILURE using the approved retail labor time from a nationally recognized labor time guide (i.e. Motors Guide, All Data), less any DEDUCTIBLE. Parts replacement costs shall not exceed the Manufacturer's suggested retail price. In no event shall OUR liability exceed the approved COST necessary to correct the actual cause of FAILURE.
- Z. Limit of Liability (Aggregate) The aggregate total of all repairs and benefits paid or payable while this Vehicle Service Contract is in force shall not exceed the lesser of the following aggregate amounts: (1) the Vehicle Purchase Price as shown on this Vehicle Service Contract; or (2) Powertrain four thousand dollars (\$4,000.00); Vintage five thousand dollars (\$5,000.00); Domain, Estate, and Reserve the NADA retail value of the COVERED VEHICLE at time of current repair, or five thousand dollars (\$5000.00), whichever is greater.
- AA. Authorized covered repairs that have not been submitted to the ADMINISTRATOR within one hundred eighty (180) days from date of completed repairs.
- BB. Mechanical breakdown caused by or due to the failure of nuts, bolts, or fasteners (internal and/or external) (NOT APPLICABLE TO RESERVE COVERAGE).
- CC. Parts not expressly listed in SECTION 7. WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT, are not covered (NOT APPLICABLE TO RESERVE COVERAGE).

SECTION 9. FINANCE COMPANY DISCLOSURES

For Ford Credit Financed Contracts Only: SECTION 8. WHAT IS NOT COVERED, item Y., the last sentence is deleted and replaced with the following: In no event shall OUR liability exceed either of the following amounts: the actual cash value (ACV) of the vehicle at the time of FAILURE, or the approved COST necessary to correct the actual cause of FAILURE. Item Z. is deleted and replaced with the following: Limit of Liability (Aggregate) The aggregate total of all repairs and benefits paid or payable while this Vehicle Service Contract is in force shall not exceed the purchase price or price you paid for the COVERED VEHICLE.

For Toyota Financial Services (Toyota Motor Credit Corporation) Financed Contracts Only: On the

DECLARATIONS PAGE, all Business use surcharges do not apply. SECTION 7. WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT Item VI. Business Use definition is deleted and does not apply. Item VIII. Rental Car item 2) is amended to delete the following statement: that if driven, would result in further damage to the COVERED VEHICLE. SECTION 8. WHAT IS NOT COVERED, K. is deleted and replaced with the following: Commercial use vehicles used for the following: competitive driving, taxi or livery, snow plowing, use for hire to the public or use to transport people for hire, municipal or professional emergency or police services and use for towing trailers whose weight exceeds the manufacturer's recommendations for that vehicle. Z. is amended as follows: Accumulation of repair CLAIMs that exceed the greater of the following aggregate amounts: the NADA retail value of the COVERED VEHICLE at time of current repair or the Vehicle Purchase Price as shown on this Vehicle Service contract.

SECTION 10. ARBITRATION PROVISION

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION. To begin Arbitration, either YOU or WE must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. YOU may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1 800 778 7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between YOU and US. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless YOU and WE agree, the arbitration will take place in the county and state where YOU live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. YOU AGREE AND UNDERSTAND THAT THIS ARBITRATION PROVISION MEANS THAT YOU GIVE UP YOUR RIGHT TO GO TO COURT ON ANY CLAIM COVERED BY THIS PROVISION. You also agree that any arbitration proceeding will only consider YOUR claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering YOUR claims. Please refer to the State Requirements section of this Agreement for any added requirements in YOUR state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, YOU and WE specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between YOU and US, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

SECTION 11. PRIVACY POLICY

The ADMINISTRATOR is committed to respecting YOUR privacy rights. Accordingly, the ADMINISTRATOR maintains a firm policy of secrecy concerning its customer records just as YOU would expect from a responsible company. The ADMINISTRATOR restricts access to YOUR file to authorized personnel and applies numerous security measures to ensure that information included in it is not used by improper people or for improper purposes. The ADMINISTRATOR discloses YOUR nonpublic personal information only in limited circumstances where doing so is necessary to serve YOU better. The ADMINISTRATOR may share nonpublic personal information with its affiliates. In addition, while YOU are a customer, the ADMINISTRATOR may share certain nonpublic personal information, such as YOUR name, address, telephone number, COVERED VEHICLE description, and finance contract terms, with other companies that perform services for the ADMINISTRATOR. For example, the ADMINISTRATOR may disclose this

information to another company that facilitates the renewal of YOUR Vehicle Service Contract, if YOU should choose to renew. Furthermore, the ADMINISTRATOR may share certain nonpublic personal information to determine eligibility, to process CLAIMS, or to otherwise fulfill its duties under its Vehicle Service Contracts. The ADMINISTRATOR never discloses any nonpublic personal information concerning former customers and other non customers with nonaffiliated third parties. If YOU object to the ADMINISTRATOR sharing nonpublic personal information in this limited manner, or if YOU have any questions concerning this Privacy Policy, please contact the ADMINISTRATOR at 1 800 826 3207. The ADMINISTRATOR collects nonpublic personal information about the SERVICE CONTRACT HOLDER from information that the ADMINISTRATOR receives from the SELLING DEALER or the SERVICE CONTRACT HOLDER on applications or other forms. The ADMINISTRATOR does not disclose any nonpublic personal information about the SERVICE CONTRACT HOLDER to anyone, except as permitted by law. The ADMINISTRATOR restricts access to nonpublic personal information about the SERVICE CONTRACT HOLDER to those employees of the ADMINISTRATOR who need to know that information to provide products and services to YOU. The ADMINISTRATOR maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard the SERVICE CONTRACT HOLDER's nonpublic personal information.