

# Diamond Coverage

## Vehicle Service Contract Terms and Conditions

### Definitions

- Administrator** .....refers to **Interstate National Dealer Services of Florida, Inc. ("INDSF") in Florida, Interstate Administrative Services, Inc. ("IAS") in Oklahoma** and Interstate National Dealer Services, Inc. ("INDS") in all other jurisdictions. INDSF and INDS are located at 6120 Powers Ferry Rd, Suite 200, Atlanta, Georgia 30339 and phone number 1-800-942-0400.
- Contract** .....refers to this Service **Contract**. The **Declaration Page** and the Terms and Conditions comprise this **Contract**.
- Coverage** .....refers to the component protection **You** have chosen, as shown on the **Declaration Page**, and the **Identification Card**.
- Declaration Page** .....refers to the document which is attached hereto and forms part of this **Contract**.
- Deductible** .....refers to the **Deductible** amount **You** will need to pay, as shown on the **Declaration Page** for each covered **Failure** repair visit.
- Failure** .....refers to the **Failure** of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely due to its condition, and not due to the action or inaction of any non-covered parts. In addition, a **Failure** will be deemed to have occurred when a covered part has worn beyond the manufacturer's tolerances allowed for the particular **Vehicle** at the mileage when the problem occurs.
- Identification Card** .....refers to the numbered card which becomes part of this **Contract**. It gives information about **You, Your Vehicle, Coverage** chosen and other significant data.
- Vehicle** .....refers to the **Vehicle** which is described on the **Declaration Page**, which cannot be used for rental, emergency or for-hire purposes.
- Waiting Period** .....refers to the period of time **AND** mileage specified on the Declaration Page. This precedes the **Coverage** period of this **Contract**. **Coverage** under this **Contract** begins upon expiration of the **Waiting Period**. The time and mileage of the **Waiting Period** will be added to the end of **Your Contract** period.
- We, Us, Our** .....refers to the entity who is obligated to perform under this **Contract** (the "obligor"). The obligor of this **Contract** is **Interstate National Dealer Services of Florida, Inc.**

**(“INDSF”) in Florida under license numbers 60088, 70042 and 80230, Interstate Administrative Services, Inc. (“IAS”) in Oklahoma and Interstate National Dealer Services, Inc. (“INDS”) in all other jurisdictions. INDSF, IAS and INDS are located at 6120 Powers Ferry Rd NW, Suite 200, Atlanta, Georgia 30339 and phone number 1-800-942-0400.**

**You, Your** .....refers to the person named on the **Declaration Page** or the person to whom this **Contract** was properly transferred.

## Terms and Conditions

These Terms and Conditions include information about **Coverage**, Benefits, Cancellations, What to do in the Event of a **Failure** and Exclusions of **Your Vehicle Service Contract**. This document does not constitute a **Contract** until accepted by the **Administrator**.

### 1. **CONTRACT PERIOD:**

- a) New /Used as New **Vehicle Contract: Coverage** under this **Contract** begins upon expiration of the **Waiting Period**. The **Waiting Period** for this **Contract** is specified on the **Declaration Page**. This **Contract** will expire according to the time or mileage of the **Contract** selected, whichever occurs first, as shown on the **Declaration Page**. **Contract** expiration is measured in time from the **Contract** Purchase Date and mileage from zero (0) miles.
- b) Used **Vehicle Contract: Coverage** under this **Contract** begins upon expiration of the **Waiting Period**. The **Waiting Period** for this **Contract** is specified on the **Declaration Page**. This **Contract** will expire according to the time or mileage of the **Contract** selected, whichever occurs first, as shown on the **Declaration Page**. **Contract** expiration is measured in time from the **Contract** Purchase Date and mileage from the odometer mileage at **Contract** Purchase Date. Any **Failure** that occurs during the **Waiting Period** is not covered.

**2. FAILURE OF COVERED PARTS:** We will pay on behalf of or reimburse **You** for the reasonable costs to repair or replace any of the parts included in **Your Coverage** which cause a **Failure**. **Replacement parts may be new, remanufactured or replacement parts of like kind and quality.** The **Administrator** must provide authorization on all claims before payment is made. Sales tax will be authorized for covered **Failures** only when required by the applicable state where the repair is taking place.

**3. TERRITORY:** This **Contract** is limited to **Failures** which occur, and repairs that are made, within the United States of America (excluding U.S. territories and possessions) and Canada.

**4. LIMIT OF LIABILITY:** The aggregate limit of liability shall be the lesser of, the average trade-in value of the **Vehicle** as provided by the NADA Guides or the purchase price of the **Vehicle** as provided by a Bill of Sale.

5. **OUR RIGHT TO RECOVERY:** If **We** pay anything under this **Contract** and **You** have a right to recover from another party, **Your** rights will become **Our** rights up to the amount **We** paid. **You** will do whatever is reasonably necessary to enable **Us** to enforce these rights.
6. **TRANSFER RIGHTS:** This **Contract** is for the benefit of the original **Contract Holder** but is transferable subject to a transfer fee and inspection providing:
- a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.
  - b) **Contract** is being transferred to a subsequent private purchaser of **Your Vehicle**. (Transfer rights are voided when **Your Vehicle** is traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of vehicles.)
- You** must submit the following:
- a) Complete a Transfer Application (Available from the **Administrator**) and submit to the **Administrator**.
  - b) Provide a Bill of sale with the Transfer Application indicating the sale date and mileage at time of sale.
  - c) Issue a check in the amount of fifty dollars (\$50.00) for the Transfer fee made payable to the **Administrator**,
  - d) Provide all documents to the **Administrator** within thirty (30) days of the transfer of **Vehicle** ownership.
7. **VEHICLE MAINTENANCE REQUIREMENTS:** **You** must maintain **Your Vehicle** according to the manufacturer's recommendations as outlined in the owner's manual. **Your** owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. **You** are required to follow the maintenance schedule that applies to **Your Vehicle's** conditions. **You** must be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, is used in **Your Vehicle**. It is necessary for **You** to retain verifiable receipts for all parts and materials necessary to perform the required maintenance. If **you** perform your own engine oil changes, **You** must maintain a log indicating the date and mileage of each service performed and copies of itemized receipts for oil, fluids, filters and other supplies used. **You** may, at **Our** sole discretion, be required to provide a copy of the maintenance log and receipts in the event of a claim or to verify mileage. **Your** failure or inability to do so may result in a denial of Coverage in accordance with this section. If necessary, this documentation will be verified by the **Administrator**.
8. **DEDUCTIBLE:** In the event of a **Failure** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to **Coverage** listed in the Benefits section of this **Contract**. The **Deductible** type and amount **You** have to pay is shown on the **Declaration Page**, for covered **Failures** on a per repair visit basis. Should a covered **Failure** require more than one visit to repair, only one **Deductible** will apply to that **Failure**. If **You** selected the Disappearing **Deductible** option, the standard **Deductible** will

be waived, provided **You** have the repairs performed at Firestone or AAMCO.

9. **ARBITRATION:** Should a dispute or controversy or claim arise out of or relating to this **Contract**, or the alleged breach thereof, the matter may be settled by non-binding Arbitration. In this Arbitration clause “We, Us, Our” and “You” will be referred to individually as “party” and collectively as the “parties.” Either party may make a written request to any nationally recognized organization that performs consumer related Arbitration services. If both parties agree to Arbitrate, the parties would then agree to abide by the consumer related rules and protocol established by the chosen Arbitration organization.

## DIAMOND COVERAGE

We will pay on behalf of or reimburse You for the reasonable costs to repair or replace any of the parts included in Your Coverage which cause a Failure, except for those components and conditions listed in the EXCLUSIONS section of this Contract.

(Coverage includes, but is not limited to, Engine, Turbo/Supercharger, Transmission, Transfer Unit (4X4), Drive Axles, Steering, Electrical, Front and Rear Suspension, Brakes, Anti-Lock Brakes, Air Conditioning, High Tech Electronics, Cooling, Fuel Delivery and Seals and Gaskets.)

The following emissions related components are covered: Air fuel ratio sensor; Anti-knock sensor; Fuel sensor; Idle air control valve; Intake air temperature sensor; Intake manifold; Manifold air pressure (MAP) sensor; Mass air flow sensor; Oxygen sensor; Powertrain control module (PCM); Exhaust manifold; and Throttle body assembly (MFI).

## LUXURY ELECTRONICS COVERAGE

COVERAGE APPLIES ONLY FOR THE ITEMS SPECIFICALLY LISTED BELOW:

- **GPS Navigation System:** Navigation display unit, navigation control module, navigation system wiring harness. The following parts are specifically excluded: antennae; cables and wiring.
- **Phone System:** Charger/cradle, microphone, speakers, phone. The following parts are specifically excluded: antennae; wiring & cables.
- **TV/Video Entertainment System:** LCD screen (10" or less), RF modulator, video cassette player with auxiliary inputs (No recording capability), digital video disc player, power converter. The following parts are specifically excluded: remote control; cables and wiring; headphones.
- **Internet Access Systems:** Power converter, satellite receiver, satellite dish or wireless receiver (where available). The following parts are specifically excluded: wiring & cables.

## Benefits

### Deductible Does Not Apply

**CAR RENTAL:** We will, in the event of a **Failure** covered by this **Contract**, **We** will pay or reimburse **You** for receipted expenses to rent replacement transportation (from a Dealer or licensed rental agency) while **Your Vehicle** is undergoing repair. Such payment shall be limited to thirty-five dollars (\$35) for each eight (8) labor hours, or portion thereof, of applicable labor time necessary to complete the repair, up to a maximum of one hundred seventy-five dollars (\$175) per occurrence. This **Coverage** does not apply to time waiting for parts or other delays beyond the control of the repair facility. In the event of a major component (engine, transmission or drive axle) replacement, a maximum of five (5) days of parts delay **Coverage** will be afforded provided additional authorization is obtained from **Administrator** (except where prohibited by law).

**TRAVEL EXPENSES:** We will in the event a **Failure** covered by this **Contract** occurs more than one hundred (100) miles from **Your** home, **We** will reimburse **You** up to seventy-five dollars (\$75) per day for up to five (5) consecutive days for receipted motel/restaurant expenses (except where prohibited by law). The date of **Failure** will be considered the first day of the five (5) day maximum period.

### EMERGENCY ROADSIDE ASSISTANCE:

For Emergency Roadside Assistance up to \$100 per occurrence, call toll-free 1-800-492-6762 – Producer Code: 28244 – Plan: “AB”

**Towing / Road Service / Lockout: 1-800-492-6762 Producer Code: 28244 – Plan: “AB”**

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. **We** will pay the first seventy five dollars (\$75) of any roadside assistance requested. Additional costs exceeding the first seventy five dollars (\$75) are **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call the following toll-free number: **1-800-492-6762**. **You** will be required to give the representative assisting **You** the following information: Producer Code – **28244**, **Your Vehicle** Service **Contract** Number (located on the front right hand corner of this application) and **Your** Plan Letter which is **AB**.

**Coverage:** **You** are entitled to one (1) service per 72-hours. **We** will pay the first \$100 for any of the following requested services: towing; battery jumpstart; flat tire change; essential fluid delivery (**You** are responsible for the actual cost of the delivered fluids i.e. gas, oil, water, etc.); locksmith (cost of replacement keys is not included).

**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. Reimbursement will only be considered when properly licensed and insured commercial providers who provide **You** with a covered service; private citizen services are not reimbursable. **Your** reimbursement for towing is \$100. Reimbursement for any other roadside service including locksmith services is \$100. **You** must send **Your** original receipted roadside bills along with a completed claim form to the **Administrator**. Claim forms may be obtained from the **Administrator**.

## What to do in the Event of a Failure

1. Prevent Further Damage - **You** should use all reasonable means and precautions to protect **Your Vehicle** from further damage. This **Contract** will not cover damage caused by not securing a timely repair of any failed component.
2. Take **Your Vehicle** to a licensed repair facility - If **Your Vehicle** breaks down, take **Your Vehicle** to the licensed repair facility of **Your** choice. If **You** have purchased the Disappearing **Deductible** option, and want to use this option, **You** will need to take **Your Vehicle** to Firestone or AAMCO for the repair.
3. Instruct the repair facility that they must obtain an authorization number from the **Administrator** prior to proceeding with repairs. The amount authorized is the maximum that will be paid. Any additional amounts need prior approval.
4. In some cases, **You** may be required to authorize the repair facility to inspect or tear down **Your Vehicle** to determine the cause and cost of the repair. **You** will be responsible for any tear down or inspection charges if the **Failure** is not covered by this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being performed. **We** reserve the right to move **Your** covered **Vehicle** to another repair facility.
5. After the **Administrator** has been contacted, review with the repair facility the components that will be covered by this **Contract**.
6. **EMERGENCY REPAIRS.** If a covered **Failure** occurs when the **Administrator's** office is closed, emergency repairs can be performed. **You** may proceed without prior authorization from the **Administrator**, however, IF **YOU** AUTHORIZE EMERGENCY REPAIRS AND THE FAILURE IS NOT COVERED BY THIS **CONTRACT**, **YOU** WILL NOT BE REIMBURSED FOR THE REPAIR COSTS. **YOU** MUST NOTIFY THE ADMINISTRATOR WITHIN THREE (3) BUSINESS DAYS FROM THE DATE OF REPAIR COMPLETION IN ORDER TO OBTAIN REIMBURSEMENT FOR THE COVERED EMERGENCY REPAIRS LESS THE COST OF ANY APPLICABLE DEDUCTIBLE(S).
7. **We** will reimburse the repair facility for the cost of authorized repairs performed on **Your Vehicle**, less any applicable **Deductible**. There may be circumstances when the reimbursement will be made to **You**. All repair

orders and necessary documentation must be submitted to the **Administrator** within thirty (30) days by **You** or the repair facility to qualify for payment. If **You** have any questions regarding **Coverage** or procedures, please contact the **Administrator** at the following number phone number or fax:

**1-800-526-0929**

**Fax: 770-952-9245**

## **Repair Facility Guidelines for Claims Handling**

*Follow these steps when handling a claim:*

1. Advise the **Contract Holder** that evaluation of a **Failure** does not mean that the repair is covered under this **Contract**. All covered repairs must receive prior authorization from the **Administrator**.
2. Have the **Contract Holder** authorize the inspection/tear down of the **Vehicle** to determine the cause of the **Failure** and the cost to repair. Save all components, including fluids and filters, should the **Administrator** require an outside inspection. Notify the **Contract Holder** that the cost of tear down will not be paid if it is determined that the **Failure** is not covered under this **Contract**.
3. Determine the cause of **Failure**, correction required and cost of the repair(s).
4. Contact the **Administrator's** Claims Department at **1-800-526-0929** to get authorization to proceed with the claim. Be prepared with the following information when placing the call:
  - a. **Contract Holder's** Name and **Contract** Number.
  - b. Cause of **Failure** and recommended correction.
  - c. Cost of repair(s).
5. A Claims Advisor will verify **Coverage** and do one of the following:
  - a. Approve Claim - If approved, the repair facility will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
  - b. Require Additional Evaluation, Inspection or Tear Down – The **Administrator** may require an inspection prior to the repair being completed. If a tear down is required to determine the cause of **Failure**, the **Contract Holder** must authorize same. Notify the **Contract Holder** that if the repair is not covered, then the **Contract Holder** will be responsible for cost of the tear down. The repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If the inspection is not made within forty-eight (48) hours, **You** should contact the Claims Advisor.
  - c. Deny the claim and provide the reason for the denial.

6. Review the **Administrator's** findings with the **Contract** holder as well as what will be covered by the **Contract** and what portion of the repair(s), if any, will not be covered.
7. Obtain the **Contract** holder's authorization to complete repair(s). All repair orders must have the **Contract** holder's signature to qualify for payment.
8. Submit the repair order(s) that must include the **Contract** number, authorization number and authorized amount to the **Administrator** within thirty (30) days to the following address, e-mail or fax:

**Interstate National Dealer Services, Inc. ♦ 6120 Powers Ferry Rd. NW, Suite 200, Atlanta, GA 30339**

**800-526-0929 ♦ Claims Fax: 770-952-9245 ♦ www.inds.com ♦ e-mail: claims@inds.com**

## **Cancellation of Vehicle Service Contract**

1. **You** may cancel this **Contract** at any time including when the **Vehicle** is sold, lost, stolen or destroyed by notifying the seller specified on the **Declaration Page**. A cancellation form indicating the odometer reading at the date of request will be required. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for **Your** intentional misrepresentation in obtaining this **Contract** or in submitting a claim. If **We** cancel this **Contract**, **You** will receive a pro-rata refund of the unearned **Contract** charge paid reflecting the greater of the days in force or the mileage elapsed based on the term of the **Contract**, less a service charge of fifty dollars (\$50).
2. If this **Contract** has been setup through a third party payment plan company arranged by **Us** or the seller **You** purchased **Your Contract** from, then the payments pertains only to **Your Contract**, not **Your Vehicle**. The payment plan company may cancel **Your Contract** for non-payment. In the event **Your Contract** is cancelled for non-payment, **You** forfeit any and all refund rights under this **Contract**.
3. If this **Contract** is cancelled within the first thirty-five (35) days from the sale date of this **Contract** and no claim has been filed, the entire **Contract** charge paid will be refunded. If **You** cancel this **Contract** after thirty-five (35) days from the sale date of this **Contract** or if a claim has been filed, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage driven based on the term of the **Contract** and the date or miles when **Coverage** began. Elapsed time and mileage shall be measured from **Contract** sale date and zero (0) miles for New **Vehicles** or **Contract** sale date and **Contract** sale mileage for Used **Vehicles**.
4. A fifty Dollar (\$50) service charge and the total amount of all authorized claims will be deducted from all **Vehicle Contract** refunds after thirty-five (35) days from the sale date of this **Contract**.



5. In the event of cancellation, the lien holder of this **Contract**, if any, will be named on the cancellation refund check.

## **EXCLUSIONS**

**This Vehicle Service Contract Provides NO Coverage or Benefits for the following:**

- A. ANY FAILURES OCCURRING DURING THE WAITING PERIOD OR WAITING PERIOD SPECIFIED ON YOUR DECLARATION PAGE.**
- B. THE FOLLOWING PARTS: CARBURETOR; BATTERY; BATTERY/BATTERY PACK ON HYBRID/ELECTRIC VEHICLES; SHOCK ABSORBERS; MANUAL TRANSMISSION CLUTCH ASSEMBLY; FRICTION CLUTCH DISC AND PRESSURE PLATE; THROWOUT BEARING; MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS; LENSES; SEALED BEAMS; LIGHT BULBS; LED LIGHT ASSEMBLIES (TO INCLUDE BUT IS NOT LIMITED TO TAIL LIGHTS, HEAD LIGHTS & RUNNING LIGHTS); BRAKE HARDWARE; ALL EXHAUST AND EMISSION COMPONENTS EXCEPT THOSE SPECIFICALLY LISTED UNDER THE COVERAGE SECTION OF THIS CONTRACT; WEATHER STRIPS; ALL TRIM, MOLDINGS, HANDLES, KNOBS OR DIALS; BRIGHT METAL; CHROME; UPHOLSTERY AND CARPET; PAINT; OUTSIDE ORNAMENTATION; BUMPERS; BODY SHEET METAL AND PANELS; TIRES AND WHEELS/RIMS. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS; WHEEL BALANCING; TUNEUPS; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; HOSES; DRIVE BELTS; BRAKE PADS, LININGS, SHOES, DRUMS AND ROTORS; WIPER BLADES.**
- C. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING COST; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS EXCEPT WHEN REPLACEMENT IS REQUIRED DUE TO A COVERED FAILURE.**
- D. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.**
- E. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS CONTRACT; SLUDGE BUILD-UP OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.**

- F. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF NO FAILURE HAS OCCURRED REGARDLESS OF REPAIR FACILITY RECOMMENDATIONS; OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER; ANY REPAIR NOT SPECIFICALLY AUTHORIZED BY US.
- G. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING, OR HAVE USED, YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER. THIS WILL INCLUDE, BUT NOT BE LIMITED TO: THE FAILURE OF ANY CUSTOM OR ADD-ON/AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISED DEALER OR NOT; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; UNAUTHORIZED MODIFICATIONS TO ANY SYSTEM.
- H. IF YOUR ODOMETER HAS CEASED TO WORK AND REPAIRS HAVE NOT BEEN IMMEDIATELY MADE; THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE; OR IF VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.
- I. ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSONS ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED. LOSS OF TIME, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS THAT RESULTS FROM A FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGES HEREIN.) THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR DAMAGES FOR BAD FAITH, PUNITIVE OR EXEMPLARY DAMAGES, PERSONAL INJURY INCLUDING BODILY INJURY, PROPERTY DAMAGE (EXCEPT AS SPECIFICALLY STATED IN THE CONTRACT) AND ATTORNEY'S FEES.
- J. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT LUBRICANTS OR COOLANT. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE OR WHEN OVERHEATING OCCURS.
- K. VEHICLES WITH A FLOOD OR SALVAGED TITLE; WHEN RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY; WARRANTY FROM THE MANUFACTURER INCLUDING EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES; A REPAIRER'S GUARANTEE/WARRANTY; OR FAILURES FOR WHICH THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS.
- L. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR OTHER OBJECT OR VEHICLE WITHOUT BEING EQUIPPED WITH A FACTORY INSTALLED OR AUTHORIZED TOW PACKAGE; OR IS USED FOR COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE, LIVERY OR SHUTTLE, TOWING OR ROAD REPAIR, CONSTRUCTION, FARMING OR

AGRICULTURAL PURPOSES, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICES, PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK, SERVICE OR REPAIR UNLESS COMMERCIAL USE OPTION HAS BEEN PURCHASED BY YOU AND ACCEPTED BY US.

- M. ANY FAILURE OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE OR DURING THE WAITING PERIOD, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- N. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA (50 U.S. STATES AND THE DISTRICT OF COLUMBIA) OR CANADA.
- O. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.
- P. ANY REPAIR COMPLETED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION.
- Q. ANY REPAIR COMPLETED IF VERIFIABLE RECEIPTS AND/OR VEHICLE MAINTENANCE REQUIREMENTS ARE NOT PROVIDED IF REQUESTED BY THE ADMINISTRATOR.

NOTICE: YOU ARE REMINDED THAT THIS CONTRACT IS NOT AN INSURANCE POLICY. HOWEVER, AN INSURANCE POLICY IS IN EFFECT WITH DEALERS ASSURANCE COMPANY. IF WE FAIL TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, YOU ARE ENTITLED TO MAKE A DIRECT CLAIM AGAINST THE INSURER, DEALERS ASSURANCE COMPANY, 3518 RIVERSIDE DRIVE, PO BOX 21185, COLUMBUS, OHIO 43221.

INTERSTATE NATIONAL DEALER SERVICES, INC.

6120 Powers Ferry Rd. NW, Suite 200, Atlanta, GA 30339 ♦ 800-942-0400 ♦

[www.inds.com](http://www.inds.com)