

# TABLE OF CONTENTS

Registration Page .....	D1 – D2
Introduction .....	1
Definitions .....	2
Terms And Conditions .....	3 – 6
Plan Coverage .....	6 – 10
What Is Not Covered .....	10 – 12
Transfer And Cancellation .....	12 – 13
Financing And Payment Provisions .....	14
If Your Vehicle Incurs A Breakdown .....	14 – 15
Filing A Claim.....	15 – 16
State Requirements (If applicable) .....	S1

SPECIMEN

# CONGRATULATIONS!

WE would like to thank YOU for choosing OUR SERVICE CONTRACT.

## REPAIR SERVICE – UNITED STATES AND CANADA

If YOU need repair service, refer to the claims section of this booklet. YOU may visit any licensed repair facility in the United States or Canada. If YOUR Vehicle is still under manufacturer's warranty, return the Vehicle to a manufacturer's authorized dealer.

## VEHICLE OPERATION AND CARE

Considering the investment YOU have made in YOUR Vehicle, WE know YOU will want to operate and maintain it properly. WE urge YOU, therefore, to follow the instructions contained in YOUR Owner's Manual and Maintenance Schedule Booklet.

## OWNER ASSISTANCE

Should YOU ever have a problem or question during the SERVICE CONTRACT term, please call the ADMINISTRATOR toll free at 1-800- 871-0467.

**NOTE:** This SERVICE CONTRACT is not valid unless YOU have signed the Registration Page.

**Review YOUR Registration Page.** The Registration Page contains basic information regarding YOUR SERVICE CONTRACT.

**EXAMPLE:** Essential refers to 1-5 components with Benefits Coverage\*; Comprehensive refers to 1-10 components with Benefits Coverage\*; Elite refers to 1-14 components with Benefits Coverage\*; OEM is an exclusionary program with Benefits Coverage\*. If the plan code box was left blank, immediately contact the agent where YOU purchased this SERVICE CONTRACT.

**Check YOUR DEDUCTIBLE - Please check the box labeled DEDUCTIBLE on YOUR Registration Page.** A number should be checked which identifies the portion of the covered repair YOU will be required to pay if YOU have a claim. If this box was left blank, immediately contact the agent where YOU purchased this SERVICE CONTRACT.

**\* SEE PLAN COVERAGE**

## DEFINITIONS

This SERVICE CONTRACT is an agreement between YOU and US. WE, US, OUR and PROVIDER refer to AMT Warranty Corp., who is the party responsible to YOU for the benefits under this SERVICE CONTRACT, except in Maine, where WE, US, OUR and PROVIDER mean the Dealer (For Washington Definitions, go to the Washington state requirement section located in the back of this booklet). **YOU, YOUR and CONTRACT HOLDER** refers to YOU, the purchaser of this SERVICE CONTRACT and the vehicle described in the REGISTRATION PAGE of this SERVICE CONTRACT.

**ADMINISTRATOR:** WE have contracted with Royal Administration Services, Inc., hereinafter referred to as ADMINISTRATOR, to administer this SERVICE CONTRACT. All inquiries should be directed to the ADMINISTRATOR. Toll free assistance is available at 1-800-871-0467.

**SERVICE CONTRACT:** This SERVICE CONTRACT issued to YOU and covering YOUR vehicle that is described on the Registration Page of this SERVICE CONTRACT.

**OEM:** Original Equipment Manufacturer.

**BREAKDOWN, MECHANICAL BREAKDOWN, MECHANICAL FAILURE:** Refers to failure due to defects in materials and workmanship of a COVERED PART to perform the function for which it was designed by its manufacturer.

**COVERED PART or COVERED PARTS:** Refers to the parts or components listed under the PLAN COVERAGE and subject to:

- The **CONTRACT HOLDER'S** responsibilities for vehicle maintenance under the **TERMS AND CONDITIONS**.
- The expectations under OEM and the items and conditions described under the SECTION "WHAT IS NOT COVERED."

**DEDUCTIBLE:** The portion of the covered repair YOU will have to pay if YOU have a claim. The amount is shown on YOUR Registration Page.

**VEHICLE, YOUR VEHICLE:** Refers to an eligible passenger car, van, sport utility vehicle or light truck (1 ton or less) described in the Registration Page of YOUR SERVICE CONTRACT.

**FULL FACTORY WARRANTY, FACTORY WARRANTY:** Refers to the full Manufacturer's Warranty provided to YOU at no additional cost, and covers repairs to YOUR vehicle to correct any defect in material or workmanship.

In Florida this **SERVICE CONTRACT** is between YOU and **Wesco Insurance Company, Florida Certificate of Authority No.: 01913. Wesco Insurance Company** has contracted with **Royal Administration Services, Inc. Florida Certificate of Authority No.: 60109**, to handle the administrative functions of this **SERVICE CONTRACT**. All inquiries should be directed to **Royal Administration Services, Inc. at 1-800-871-0467**.

This SERVICE CONTRACT provides coverages recorded for the time and mileage stated, whichever occurs first. The expiration mileage is the term mileage as recorded as the term plan on the Registration Page.

## TERMS AND CONDITIONS

### CONTRACT HOLDER'S RESPONSIBILITIES

#### CLAIM REIMBURSEMENT

Obtain approval **PRIOR** to having work performed that may be covered by this **SERVICE CONTRACT**. If **YOU** believe the failure may be covered by this **SERVICE CONTRACT**, call the **ADMINISTRATOR** at 1-800-871- 0467, or instruct the repair facility performing the work to call to register the claim **BEFORE THE WORK IS PERFORMED**. SEE THE SECTION "FILING A CLAIM."

#### VEHICLE MAINTENANCE

Properly Maintain **YOUR Vehicle** and **KEEP THE RECEIPTS** – This **SERVICE CONTRACT** is only valid if **YOUR Vehicle** has been maintained in accordance with the manufacturer's specifications. Keep copies of all receipts (oil changes, lubrication, etc.). Proof of maintenance may be required when **YOU** file a claim. SEE SECTION: "MAINTENANCE REQUIREMENTS."

#### Maintenance Requirements:

1. **YOU** must have **YOUR Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the **Owner's Manual** for **YOUR Vehicle**. NOTE: **YOUR Vehicle's Owner's Manual** lists different servicing recommendations based on individual driving habits and climate conditions. **YOU** are required to follow the maintenance schedule that applies to **YOUR conditions**. Failure to follow the manufacturer's recommendations that apply to **YOUR specific conditions** may result in the denial of Coverage.
2. It is required that **YOU** retain "Proof" of maintenance for the service and/or repair work performed on **YOUR Vehicle**, regardless if the work was performed by **YOU** or a repair facility. "Proof" means repair orders from a Licensed Repair Facility and/or a self-maintained maintenance log that has corresponding "purchase receipts" for oil and filter, coolant and brake system flush, etc. **Pertinent information must be furnished to identify the Vehicle and the repairs performed, such as the Vehicle Identification Number (VIN#), date, mileage, parts and labor.**

#### BREAKDOWN OF COVERED PARTS

WE will pay or reimburse **YOU** for reasonable costs to repair or replace any Breakdown of a part listed in the Plan Coverage Section. **Replacement parts may be new, remanufactured, or replacement parts of like kind and quality.**

#### LABOR

Labor time-capsules will be determined by a current nationally published flat-rate manual. The labor rate for authorized repairs will be based on the posted labor rate of the licensed repair facility but in no event will the labor rate reimbursement exceed ninety dollars (\$90.00) per hour (which shall be deemed the maximum reasonable amount), unless the Enhanced Labor Rate option has been selected.

**Optional Enhanced Labor Rate:** The labor rate for any covered repair shall be in accordance with the posted labor rate of the licensed repair facility You selected. This option is subject to a surcharge.

## GENERAL PROVISIONS

1. **YOUR HELP AND COOPERATION:** if WE ask, YOU agree to help US enforce YOUR rights against any manufacturer or repair facility who may be responsible to YOU for the cost of repairs covered by this SERVICE CONTRACT.
2. **SUBROGATION:** If WE pay for coverage under this SERVICE CONTRACT, WE may require YOU to assign US YOUR rights of recovery against others. WE will not pay for a BREAKDOWN if YOU impair these rights to recovery. YOUR rights to recover from others may not be waived.
3. **ARBITRATION:** It is understood and agreed that the transaction evidenced by this SERVICE CONTRACT takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this SERVICE CONTRACT or the sale thereof, including for recovery of any claim under this SERVICE CONTRACT and including the applicability of this arbitration clause and the validity of this SERVICE CONTRACT, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes ([www.adr.org](http://www.adr.org)). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (1) one by the Provider; (2) one by You; and (3) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You, the Provider or any agent of the Provider have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and the Provider consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against the Provider. Only a court, and not arbitrators, can determine the validity of this class action waiver.
  - a. If YOU dispute OUR determination to deny YOU benefits under this SERVICE CONTRACT, YOU must submit written notice to US of YOUR intent to arbitrate that dispute no later than sixty (60) days following OUR determination. YOUR failure to meet this time requirement will prevent YOU from disputing OUR determination, whether through arbitration or otherwise.
  - b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
  - c. Except for the filing fee and the cost YOU may incur to present YOUR case, the cost of the arbitration shall be borne by US, provided, however, that should the arbitrator find that YOU have raised a dispute without substantial justification, the arbitrator shall have the authority to order the cost of the arbitration proceedings be borne by YOU.
  - d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.

- e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator of the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
- f. The agreement to arbitrate will survive the termination of this SERVICE CONTRACT.

IF THIS SERVICE CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

### **DEDUCTIBLE**

**In the event of a Breakdown covered by this SERVICE CONTRACT, YOU may be required to pay a Deductible.**

No Deductible payment is required with respect to Towing, 24 Hour Roadside Assistance, Rental, and Trip Interruption if they are provided by this SERVICE CONTRACT.

The Deductible amount will be applied on a per repair visit basis. Should a covered Breakdown take more than one visit to repair, only one Deductible will apply for that Breakdown.

In addition, if You purchased this SERVICE CONTRACT from a dealership and the repairs are made at the dealership where You purchased this SERVICE CONTRACT, up to one hundred dollars (\$100.00) of this Deductible will be waived.

### **COVERAGE**

The Coverage afforded YOU for YOUR Vehicle is determined by the PLAN TYPE shown on the Registration Page and more fully described in the PLAN COVERAGE section of this SERVICE CONTRACT.

### **LIMITS OF LIABILITY**

OUR liability for any one authorized repair and/or all other authorized repairs combined, shall in no event exceed the actual cash value (ACV) of YOUR Vehicle at the time of said repair visit as listed in the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide for YOUR region (excluding tax, title, and license fees).

### **OUR RIGHT TO RECOVER PAYMENT**

**If YOU have a right to recover against another party for anything WE have paid under this SERVICE CONTRACT, YOUR rights shall become OUR rights. YOU shall do whatever is necessary to enable US to enforce these rights. WE shall recover only the excess after YOU are fully compensated for YOUR loss.**

## SERVICE CONTRACT NUMBER

Please see the box labeled "Service Contract Number" on the Registration Page. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

## SERVICE CONTRACT VALIDATION PERIOD

This SERVICE CONTRACT is subject to a validation period of time and mileage from the SERVICE CONTRACT PURCHASE DATE (CPD). The length of the validation period is listed on the Registration Page of this contract. There is no coverage during the validation period. Coverage will commence upon the expiration of the validation period. The SERVICE CONTRACT will expire according to the time and mileage of the plan that YOU have selected. The additional time and mileage contained in the validation period will be added to the plan's term.

## EXPIRATION (USED vehicle terms)

The plan expires by time or mileage, whichever occurs first. Mileage: The plan expiration is measured from the odometer mileage of the vehicle on the contract purchase date. Time: The plan expiration is measured from the contract purchase date.

## EXPIRATION (NEW vehicle terms)

The plan expiration is measured in time from the SERVICE CONTRACT purchase date or from zero (0) odometer miles, whichever occurs first.

## PLAN COVERAGE

### BENEFITS

**24 Hour Roadside Assistance:** YOUR Vehicle will be covered up to ten (10) occurrences over the term of YOUR SERVICE CONTRACT: towing benefits up to a maximum of one hundred dollars (\$100.00) per occurrence and lock out service, fuel, fluid, or battery boost/jump (excluding the cost of fluids or fuel) to a maximum of fifty dollars (\$50.00) per occurrence. **If YOUR Vehicle requires Roadside Assistance, YOU must contact the Road Service Processing Center for prior approval and assistance.**

YOU will be provided with YOUR Roadside Assistance number in the welcome letter YOU receive from the ADMINISTRATOR.

**Please Note: The 24 Hour Roadside Assistance benefit is not intended to provide reimbursement of service secured independently of this program. Fees for services incurred independently are NOT covered.**

**Rental Benefit:** A maximum of \$175.00 will be approved for any authorized repair visit. Reimbursement is a maximum of \$35.00 per day. Any authorized repair which requires the Vehicle to be left at a repair facility will qualify for one (1) day of rental reimbursement. Parts delays will qualify for up to three (3) days of reimbursement. Delays for inspection required by the ADMINISTRATOR qualify for up to one (1) day of rental reimbursement. In no case will reimbursement cover days that the Vehicle was not in the repair facility or exceed the actual cost included on the rental receipts.

**Trip Interruption Intervention:** WE will, in the event of Mechanical Failure of a warranted Vehicle component, reimburse YOU \$100.00 per day for a maximum of \$300.00 for meals and lodging providing the failure occurs 100 or more road miles from

the home of record. This includes expenses incurred between the breakdown time and time the repairs are completed.

## **ESSENTIAL COVERAGE**

(Components 1 through 5 are covered)

**1. Engine:** Cylinder Block, Cylinder Head(s) and all internal lubricated parts contained within the engine including: Pistons, Piston Rings, Connecting Rod Bearings, Crankshaft, Crankshaft Main Bearings, Camshaft, Camshaft Bearings, Cam Followers, Timing Chain/Belt, Timing Gears, Guides, Tensioners, Rocker Arms, Rocker Shafts, Rocker Bushings, Cylinder Head Valves, Valve Guides, Valve Lifters, Valve Springs, Valve Seals, Valve Retainers, Valve Seats, Push Rods, Water Pump, Oil Pump, Oil Pump Housing, Harmonic Balancer, Oil Pan, Timing Chain Cover, Intake and Exhaust Manifolds, Valve Covers, Engine Mounts, Fuel Pump, Seals and Gaskets, Wrist Pins, Connecting Rods, Distributor Drive Gear, Dip Stick Tube, Balance Shaft, Balance Shaft Bearing, Balance Shaft Bushing, Valve Locks and Oil Pump Pickup.

**2. Transmission/Automatic or Standard:** The internal components of the Automatic Transmission or Manual Transmission. Drive Chain, Drive Chain Gears, Carrier Bearings, Internal Transaxle Seal. The Manual Transmission Case and Automatic Transmission Case and Torque Converter are covered, if damaged by the failure of internally lubricated parts. Flywheel/FlexPlate, Vacuum Modulator, Electronic Shift Control Unit, Transmission Cooler, Transmission Mounts, Oil Pan, Seals and Gaskets, Shift Linkage and Shift Bushing.

**3. Transfer Case:** Transfer Case, Drive Chain, Drive Chain Gears, Planetary Gears, Shift Rail Forks, Bearings, Bushings, Oil Pump, Output Shaft, Main Shaft Washers and all other internal lubricated parts, Seals and Gaskets.

**4. Differential Assembly:** (Front and Rear) Differential Housing, Axle Shaft, Ring and Pinion, Bearings, Bushings, Washers, Differential Cover and all other internal parts contained with the differential assembly with Seals and Gaskets.

**5. Drive Axle:** (Front and Rear) Drive Axle, Constant Velocity Joints, Center Support Bearings, Drive Shaft and Universal Joints.

## **COMPREHENSIVE COVERAGE**

(Includes Covered Components 1 through 5 Listed for Essential Coverage Plus Components 6 through 10)

**6. Steering:** Internally lubricated parts contained within the Steering Box and Pump Housing, including Control Valves, Internal Oil Control Seals, Bearings and Shafts, Steering Box and Pump Housings if damaged by the failure of internally lubricated parts. All internal parts contained within Rack and Pinion, Gears, Power Steering Hoses, Steering Knuckles, Pitman Arm, Idler Arm, Tie Rod Ends, Drag Link, Steering Dampeners, Upper and Lower Steering Column Shaft and Couplings, including Internal Tilt Wheel Mechanism, Pinion Gear Housings, Stepper Motors, Control Valve and Seals and Gaskets.

**7. Electrical:** Alternator, Voltage Regulator, Starter Motor, Starter Solenoid and Starter Drive, Engine Compartment Wiring Harness, Computerized Timing Control Unit, EVP Sensor, Knock Sensor, Ignition Switch, Ignition Switch Lock Cylinder, Electronic Ignition Module, Front and Rear Window Wiper Motor, Headlamp Switch, Washer Pump and Switch, Stop Lamp Switch, Turn Signal Switch, Heater/AC Blower Speed Switch, Manual



Heater/AC Control Head, Horns, Neutral Safety Switch, Cooling Sensor, Clock, Power Window Switches, Power Door Lock Switches, Reverse Indicator Switches, Starter Drive, Computerized Timing Control Unit and Crank Angle Sensor, Audio Dashboard Console (Radio/CD).

**8. Air Conditioner:** Condenser, Compressor, Compressor Clutch and Pulley, Air Conditioning Lines and Hoses, Evaporator, Idler Pulley and Idler Pulley Bearing, High/Low Compressor Cut-Off Switch, Expansion Valve, Pressure Cycling Switch and Seals and Gaskets.

**The following parts are also covered if required in connection with the repair of a covered part named above:**

Accumulator/Receiver Dryer, Orifice Tube, Oil and Refrigerant, A/C Cooling Fan Motors, Compressor Pressure Relief Valve and Ambient Temp Sensor. Coverage applies to factory installed units only.

**9. Turbocharger/Supercharger:** Turbocharger/Supercharger Housing, Turbo Boost Valve, Turbo Waste Gate Actuator, Supercharger Drive Belt, Bearing, Bushing and all other internal parts and Seals and Gaskets (**factory installed only**).

**10. Brakes:** Master Cylinder, Vacuum Assist Booster, Disc Brake Calipers, Wheel Cylinders, Compensating Valve, Brake Hydraulic Lines and Fittings, Hydraulic Control Unit and Seals and Gaskets.

**The following ABS parts are also covered:**

Wheel Speed Sensors, Hydraulic Pump/Motor Assembly, Pressure Modulator Valve/Isolation Dump Valve, Accumulator, Seals and Gaskets, A.B.S. Master Cylinder, Hydro Boost and Electronic Control Processor.

## **ELITE COVERAGE**

(Includes Covered Components 1 through 10 Listed for Essential and Comprehensive Coverage Plus 11 through 14)

**11. Front and Rear Suspension:** Upper and Lower Control Arms, Control Arm Shafts and Bearings, Bushings, Torsion Bars, Mounts and Bushings, Upper and Lower Ball Joints, Strut Bearing Plates, Radius Arms and Bushings, Stabilizer Bar, Links and Bushings, Spindle and Spindle Support, Wheel Bearings, Variable Dampening Suspension, Compressor, Control Module, Dampening Actuator, Solenoid, Strut Height Sensor, Mode Selector Switch, Seals and Gaskets, Rear Wheel Steering, Rear Steering Shaft and Couplings, Power Cylinder and Pump, Electronic Control Unit/Solenoid, Phase Control Unit, Stepper Motor, Steering Box, Control Valve and Rack and Tie Rod Ends.

**12. Enhanced Electrical:** Automatic Climate Control Programmer, Electronic Instrument Cluster, Mileage Computer, Distributor, Ignition Coil, Electronic Combination Entry System (Does not include Transmitter or Receivers for Remote Control Locks), Cruise Control Module, Transducer, Servo and Amplifier, Powertrain Control Module, Headlamp Motors, Power Window Motor, Power Seat Motor, Power Mirror Motor, Power Antenna Motor/Mast Assembly, Convertible Top Motor, Power Sunroof Motor, Power Window Switch, Cruise Control Engagement Switch, Power Seat Switch, Power Mirror Motor Switch, Rear Defogger Switch, Power Door Lock Actuator and Switch, Ignition Coil, Cooling Fan Motor, Fuel Gauge, Head Lamp Switch and Voltage Regulator.

**13. Fuel Delivery:** Fuel Injection Pump and Injectors, Vacuum Pump, Fuel Tank, Fuel Tank Sending Unit, Metal Fuel Delivery Lines, Pressure Regulator, Metering Valve, Idle Air Control and Throttle Position Sensor.

**14. Cooling:** Engine Cooling Fan and Motor, Fan Clutch, Belt Tensioner, Radiator, Heater Core, Thermostat, Blower Motor, Hot Water Valve, Water Pump, Overflow Reservoir, Radiator Cap, Thermostat Housing, Low Engine Coolant Module, Coolant Probe and Switch and Sensor.

## OEM

**THE OEM VEHICLE SERVICE CONTRACTS COVER ALL VEHICLE PARTS EXCEPT:** The maintenance, service and parts described in the Vehicle's Manufacturer's Maintenance Schedule, including timing belts failures occurring after such scheduled service dates unless such scheduled service was in fact performed. Recreational Vehicle equipment such as, but not limited to, refrigerators, ice boxes, microwave ovens and televisions.

- Tires/Wheels/Wheel Covers
- Paint
- Lenses
- Upholstery/Convertible & Vinyl Tops
- Battery
- Light Bulbs
- Trim

Other normal maintenance services and parts including engine tune-up, suspension alignment, wheel balancing, filters, lubricants, engine coolant, fluids, spark/glow plugs, brake pads, linings and shoes.

- Drums and Rotors Except When Damaged By a Covered Part
- Body Panels
- Rust/Corrosion
- Video Entertainment Systems
- Exhaust System/Catalytic Converter
- Cellular Telephones

Anti-theft systems, radio/speaker equipment and any other equipment when not installed by the Vehicle Manufacturer. Passive or active safety and restraint systems and any sensors/components related to the operations of those systems.

- Physical Damage/Water or Air Leaks
- Bright Metal
- Sealed Beams
- Hoses/Belts (Except AC Lines)
- Glass
- Sheet Metal/Bumpers
- Moldings/Weather-Strips

Fluids, filters and lubricants are not covered, except when required in connection with the repair or replacement of covered parts. The program does not cover failures related to events listed under the Section What is not Covered.

## OPTIONAL COVERAGES

**Entertainment Group:** If YOU have selected to purchase this Optional Coverage and the box marked entertainment Group is checked on the Registration Page, the following benefits are provided to YOU: **Electronic** - Manufacturer Installed DVD, GPS Navigation or Electronic Entertainment Consoles, Auxiliary Light Switches, and Captain's Chair Motors and switches. **Rear Air Conditioner** - Expansion Valve, Evaporator, Capacitors, Relays, Blower Motor and Switch, and Seals and Gaskets. All parts covered must have been installed by the original manufacturer for coverage to apply. **After market installations are not eligible for coverage. Coverage is limited to manufacturer installed components. (Coverage does not include any removable components such as Remote Controls, DVDs or CD Roms).**

## **SURCHARGES**

**Commercial Use: (THIS COVERAGE IS ONLY AVAILABLE ON THE OEM NEW VEHICLE PLAN)** If YOUR Vehicle is used for commercial purposes, which includes but is not limited to pick-up and delivery service, company pool or business travel when the Vehicle is used by more than one driver, the Commercial Use Box must be checked on the Registration Page. **Any Vehicle which has any of the following features is Not Eligible for commercial coverage: Diesel, Turbo/Supercharger, Four-Wheel Steering, 4X4 Truck and AWD Passenger Vehicle. Any Vehicle that is equipped now or later equipped with a snow plow or power take-off is not eligible for commercial coverage.**

**4 Wheel/All Wheel Drive:** If YOUR Vehicle is equipped with 4 Wheel/All Wheel Drive, this surcharge must be selected on the Registration Page. The following benefits are provided to YOU: All components in the Differential Assembly and Transfer Case including: Drive Chain, Drive Chain Gears, Planetary Gears, Ring Shift Forks, Bearing, Bushing, Oil Pump Output Shaft, Main Shaft Washers and all other internal lubricated parts, Seals and Gaskets, Differential Housing, Axle Shaft, Ring and Pinion, Bearing, Bushing, Washers, Differential Cover, 4 Wheel Drive Actuator, Locking Hubs and all other internal parts contained with the differential assembly with Seals and Gaskets.

**Diesel:** If YOU have a diesel Vehicle, this surcharge must be selected on the Registration Page. The following benefits are provided to YOU: By mechanical failure only, fuel pump (electric or mechanical), pressure regulator, metering valve, and fuel injector.

**1 Ton Vehicle:** If you have a vehicle with a one ton gross vehicle weight capability, (GVW) this surcharge must be selected on the Registration Page.

**Turbo/Supercharger:** If YOU are purchasing an Essential program and YOUR Vehicle is equipped with a turbo/supercharger, this surcharge must be selected on the Registration Page. The following benefits are provided to YOU: turbo charger /supercharger housing, turbo boost valve, turbo waste gate actuator, supercharger drive belt, bearing, bushing, and all other internal parts, seals and gaskets (factory installed only).

## **WHAT IS NOT COVERED**

- 1. ANY REPAIR OR REPLACEMENT MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR TO THE REPAIR FACILITY.**
- 2. Essential, Comprehensive and Elite Programs (only). Any parts not listed under covered parts. Examples of parts not covered are: battery, brake drums, disc brake rotors, brake linings and disc brake caliper pads, shock absorbers, bolts, nuts, fasteners, standard transmission clutch assembly, and manual and hydraulic linkages. All electric powered or hybrid fuel parts including, but not limited to: electric fuel cells, regenerative braking systems or electronic memory systems.**
- 3. Any Breakdown caused by collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, overheating, freezing, rust or corrosion, windstorm, hail, water, or flood.**
- 4. Any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance (adjustments, alignments, tune-ups, etc.), failure to protect**

**YOUR Vehicle from further damage when a Breakdown has occurred, failure to maintain proper levels of lubricants and/or coolants, or if YOUR Vehicle has been used for racing or any other forms of competitive driving, plowing snow, or for towing a trailer weighing in excess of 2,000 pounds or any vehicle or object unless YOUR Vehicle is equipped with a factory installed or authorized tow package.**

- 5. A breakdown of any part if, while owned by YOU, the odometer has been tampered with or has been disconnected. If YOU have not promptly repaired a defective odometer, this limitation applies and this SERVICE CONTRACT is subject to cancellation.**
- 6. Repair or replacement of components needed to improve operating performance due to normal wear and tear. This includes, but is not limited to, valve and ring repairs designed to improve engine compression or reduce oil consumption.**
- 7. The repair of valves and/or bearings that are within the manufacturer's acceptable specification limits or if the purpose of such is simply to raise the engine's compression when a Mechanical Breakdown caused by the failure of a covered part has not occurred. This is considered normal wear and tear, and not a mechanical breakdown. Also, no benefit is provided for a condition, which already existed when YOU purchased YOUR SERVICE CONTRACT or for a Mechanical Breakdown which occurred before YOU purchased YOUR SERVICE CONTRACT. Repair or replacement of any covered part if a Breakdown has not occurred.**
- 8. Any alterations which have been made to YOUR Vehicle, or YOU are using or have used YOUR Vehicle in a manner which is not recommended by the manufacturer, including the failure of any custom or add-on part.**
- 9. INELIGIBLE VEHICLES: Any vehicle not expressly listed on the current contract rate card: vehicles with True Mileage Unknown (TMU); any vehicle that is flood damaged; Trucks over 1 ton classification, taxis, buses, and city and state owned vehicles; vehicles used for racing competition, time trials or rallies; vehicles modified from manufacturer's specifications; vehicles not purchased/authorized through a licensed authorized agent; vehicles with fifth wheel or a snow plow attachment; and vehicles purchased by a minor. Commercial vehicles are ineligible unless YOU have purchased an OEM New Vehicle Plan and the Commercial Use surcharge has been selected on the Registration Page. Any vehicle that has been assigned a salvage title as a result of flood or fire damage.**
- 10. A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle.**
- 11. Prior repairs which are the subject of any third party warranty or any prior repairs where there is demonstrable negligence or failure in workmanship; Repairs for which the responsibility is covered by any warranty of the manufacturer such as extended drive train coverage, or a repairer's guarantee (regardless of whether or not the manufacturer or repair facility is doing business as an ongoing enterprise). Further, coverage under this SERVICE CONTRACT is similarly limited in the event of a Breakdown if the**

manufacturer has announced its responsibility through any means including public recalls and factory service bulletins.

12. Any Breakdown caused by contamination of fluids, fuels, fuels containing more than 10% ethanol, coolants, lubricants, rust or corrosion.
13. Liability for damage to property, or for injury or death arising out of operation, maintenance or use of YOUR Vehicle described in this SERVICE CONTRACT, whether or not related to the part covered.
14. Any loss caused by lack of proper and necessary amount of coolants or lubricants.
15. Scheduled maintenance, wear items and ancillary equipment including but not limited to: belts, brake drums, brake cables, brake lining, brake pads, and brake rotors, exhaust pipe system, catalytic converter; friction materials, valve grinding, hoses, light bulbs, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, wheels/rims, throw out bearing, pilot bushing and clutch component, spark plugs and wires, tires, wheel balancing and wiper blades, remote controls, audio speakers and wiring, cassettes, DVD's or discs.

## **TRANSFER AND CANCELLATION**

### **TRANSFER OF SERVICE CONTRACT**

This SERVICE CONTRACT may be transferred upon the sale of the Vehicle to another private party. The SERVICE CONTRACT transfer must be made at the time of the Vehicle transfer. YOU must request the transfer in writing, and the ADMINISTRATOR must receive it within seven (7) days of the transfer. A fee of \$50.00 must accompany the request to transfer, along with the following information:

1. Name of New Owner
2. Address & Telephone Number
3. Vehicle Odometer Statement
4. Copy of Title showing transfer

This SERVICE CONTRACT must be given to the new owner at the time the SERVICE CONTRACT Transfer is completed. Transfer of SERVICE CONTRACT does not include transfer of the 24-Hour Roadside Assistance Program.

### **CANCELLATION OF YOUR SERVICE CONTRACT**

- 1) YOU may cancel this Contract at any time.
  - a. Cancellation requests received within thirty (30) days will receive a full refund, less any claim payments.
  - b. Cancellations after the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund of the unearned contract price paid is less any claim payments that have been approved and less a thirty five dollar (\$35.00) cancellation fee.
  - c. Return to the Vendor to complete and sign the cancellation forms, or
  - d. Mail written notice to the Vendor if YOU desire to cancel the Contract.

The ADMINISTRATOR agrees to pay on behalf of the Vendor, the unearned refund based on the consideration received from the Vendor. The Vendor agrees to pay the unearned portion of the commission originated from the SERVICE CONTRACT sale. Neither the vendor's ADMINISTRATOR or Claims Service, nor the vendor's insurer, can be held liable for the return of the purchase price or any part thereof as paid under the SERVICE CONTRACT.

**A notarized odometer statement indicating the odometer reading at the date of the request will be required. The request for cancellation must be made no later than forty-five (45) days from the date that the cancellation is to become effective,** (except in case of repossession, stolen, or totaled vehicles). The ADMINISTRATOR may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

- 2) WE may cancel at any time if:
- a. YOUR Vehicle is totaled or is repossessed.
  - b. YOUR Vehicle's odometer is disconnected or altered or the true and actual miles cannot be determined.
  - c. YOUR Vehicle is used in a manner not covered by the SERVICE CONTRACT, including vehicle modifications not recommended by the manufacturer.
  - d. The charge for the SERVICE CONTRACT is not paid.
  - e. YOU made material misrepresentation in obtaining the SERVICE CONTRACT.
  - f. YOU made material misrepresentation in the submission of a claim.
  - g. YOUR Vehicle does not have a valid manufacturer Vehicle Identification Number (VIN).
  - h. The Vehicle's title is branded as salvage, junk, rebuilt, totaled or flood damaged.
  - i. YOUR claim aggregate has reached the original Vehicle Purchase Price.

Notice of such cancellation will be delivered to YOU by registered mail. The notice of cancellation will state one of the above mentioned basis of cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

When a lending institution or the Selling Vendor (in-house) has financed the purchase of this SERVICE CONTRACT, cancellations will be pro-rated based on time or mileage. The following procedures will apply:

- If a lending institution has financed the purchase of this SERVICE CONTRACT and the SERVICE CONTRACT is cancelled by You, the refund check will be made payable to the lending institution.
- If the vehicle is repossessed by the lienholder, or if the vehicle is either totaled or an unrecovered theft, the refund check will be made payable to the lienholder.
- All appropriate refund checks not involving a lienholder will be made payable to the selling vendor.

## FINANCING AND PAYMENT PROVISIONS

### Installment Payment Provision

In the event **YOUR SERVICE CONTRACT** is being paid for through a Retail Installment Contract (or its equivalent) which is terminated for non-payment, the expiration date and mileage of the **SERVICE CONTRACT** will be modified to reflect the portion of the **SERVICE CONTRACT** that YOU have paid for. The modified expiration date and mileage of the **SERVICE CONTRACT** will be calculated on a pro-rata basis by adding the amount of time and mileage that YOU have paid to the original in service date and in service mileage of the **SERVICE CONTRACT**. YOU may contact the **ADMINISTRATOR** toll-free at (800) 871-0467 for the modified terms of **YOUR SERVICE CONTRACT**.

### LIENHOLDER CANCELLATION

If YOUR Vehicle and this SERVICE CONTRACT have been financed, the lienholder shown on the Registration Page may cancel this SERVICE CONTRACT for the default of the loan agreement or if YOUR Vehicle is declared a total loss due to an accident or theft or is repossessed. In such event, immediate notification and submission of documents to the ADMINISTRATOR is required.

## IF YOUR VEHICLE INCURS A BREAKDOWN

### ROAD ASSISTANCE

If YOUR Vehicle requires Roadside Assistance, YOU must contact the Road Service Processing Center for prior approval and assistance. YOU will be provided with YOUR Roadside Assistance number in the welcome letter YOU receive from the ADMINISTRATOR.

**Please Note:** The Emergency Roadside Assistance benefit is not intended to provide reimbursement of service secured independently of this program. Fees for services incurred independently of this program are NOT covered.

Please refer to the Benefits section of this booklet for a detailed explanation of this coverage.

### VEHICLE BREAKDOWN

If YOUR Vehicle incurs a Breakdown, YOU must take the following steps to file a claim.

1. **Prevent Further Damage** - Take immediate action to prevent further damage. This SERVICE CONTRACT will not cover the damage caused by not securing a timely repair when a Breakdown has occurred. The operator is responsible for observing Vehicle warning lights and gauges, and taking appropriate action immediately. Failure to do so may result in the denial of coverage.
2. Take YOUR Vehicle to a licensed repair facility of YOUR choice.
3. Provide the repair facility with a copy of YOUR SERVICE CONTRACT and/or YOUR SERVICE CONTRACT Number.

4. Obtain authorization from the ADMINISTRATOR – Prior to any repair being made, instruct the service manager at the repair facility to contact the ADMINISTRATOR to obtain an authorization for the claim. Claims for repairs without prior authorization will not be covered.

#### **CONTACTING THE CLAIMS DEPARTMENT**

WE can be contacted at 1-800-871-0467. For emergency repairs, should a breakdown occur after the ADMINISTRATOR's normal business hours and the cost of repair is \$350 or less, the pre-authorization requirement is amended.

The ADMINISTRATOR must still be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges.

#### **FILING A CLAIM**

##### **TO FILE A CLAIM**

If YOUR Vehicle breaks down, take it to any reputable/licensed repair facility. YOU will need to provide the repair facility with a copy of YOUR SERVICE CONTRACT.

1. No repairs or machine work are to be started or damaged parts to be discarded until failure is diagnosed and work is authorized by the ADMINISTRATOR.
2. It is YOUR responsibility to have the failure properly diagnosed.
3. YOU are responsible for authorizing the tear down and the inspection by the repair facility, but only to the point where the damage is visible or determinable.
4. YOUR Vehicle may be repaired at any licensed repair facility of YOUR choice.

##### **THE SERVICE MANAGER MUST**

1. Obtain YOUR authorization to inspect and/or tear down YOUR Vehicle in order to determine the cause of failure and cost of the repair.
2. Call the ADMINISTRATOR to verify YOUR coverage and to obtain a Claim Authorization Number. For Claims/Customer Service contact 1-800-871-0467.
3. Review YOUR coverage with YOU to explain what will be covered by the SERVICE CONTRACT and what portions of the repairs, if any, will not be covered.

##### **WHEN YOU PICK UP YOUR VEHICLE, YOU MUST**

1. Review the work performed with the service manager.
2. Pay the Deductible amount shown in the Registration Page per visit.
3. Pay for any charges not covered by the SERVICE CONTRACT.
4. Have an authorization number.



## **PAYMENT OR REIMBURSEMENT OF CLAIMS PAYMENT OPTION:**

When the damage and repair falls within the scope of this SERVICE CONTRACT and authorization to proceed with the repair is obtained from the ADMINISTRATOR and the repair work is completed, WE will then reimburse YOU or the repair facility for the approved cost of the work performed on YOUR Vehicle that is covered by this SERVICE CONTRACT less the Deductible, if any. The Administrator will arrange for such payment by check or nationally recognized credit card (usually Visa®, Mastercard® or American Express®).

**REIMBURSEMENT OPTION: YOU** or the repair facility may claim reimbursement from the ADMINISTRATOR, by submitting the paid invoice to the address below. Claims must be submitted within 180 days from the ADMINISTRATOR authorization date to qualify for reimbursement. The following information must be included with YOUR paid invoice and is generally supplied to YOU by the repair facility YOU selected.

1. YOUR mechanical complaint.
2. Itemized listing of replacement parts names, numbers and prices.
3. Description of labor and charges necessary to correct the mechanical failure.
4. Vehicle mileage.
5. Date of repair.
6. Authorization and contract number.
7. Completed repair order (all applicable sublet repair bills). Rental car agreement charges (licensed rental agency only) will be reimbursed to YOU upon receipt by the ADMINISTRATOR of the paid rental agreement charges.

Notice: OUR obligations under this SERVICE CONTRACT are backed by Wesco Insurance Company, Florida Certificate of Authority No. 01913. If any valid claim is not paid within sixty (60) days after proof of loss has been filed with US, YOU may contact Wesco Insurance Company directly at 59 Maiden Lane, 6th Floor, New York, NY 10038 or (866) 505-4048.

**Royal Administration Services, Inc.**

51 Mill Street • Hanover, MA 02339

Phone: 1-800-871-0467 • Fax: 781-261-2522

Florida Certificate of Authority #60109