



**American Auto Shield, LLC**  
**5695 Yukon Street, Arvada, CO 80002**  
**800-531-1925**

## **POWERTRAIN PLUS (SILVER) WITH ROADSIDE ASSISTANCE**

In consideration for the payment made by YOU to the ADMINISTRATOR of the amounts specified on the DECLARATIONS PAGE, and in reliance upon the warranties and representations made by YOU, the ADMINISTRATOR agrees to pay for the repair or replacement of COVERED PARTS due to MECHANICAL BREAKDOWN or FAILURE sustained during the contract period. COVERAGE provided by the ADMINISTRATOR to YOU is subject to the Definitions, Conditions, Exclusions, Limits, and all provisions outlined in YOUR CONTRACT.

**NO PERSON HAS THE AUTHORITY TO CHANGE THIS CONTRACT OR TO WAIVE ANY OF IT'S PROVISIONS. THIS CONTRACT IS FOR THE SOLE BENEFIT OF THE PURCHASER NAMED ON THE DECLARATIONS PAGE OF THE CONTRACT AND APPLIES ONLY TO THE VEHICLE DESCRIBED ON THE DECLARATIONS PAGE OF THIS CONTRACT.**

### **A. DEFINITIONS**

The following terms have specific meaning when capitalized and used within this CONTRACT:

- **ADMINISTRATOR:** Means the company appointed by the SERVICE CONTRACT PROVIDER/OBLIGOR to administer this CONTRACT. This company is American Auto Shield, LLC, 5695 Yukon Street, Arvada, Colorado 80002; phone: 800-531-1925 and fax: 303-420-7543. This is who YOU contact for all CONTRACT MECHANICAL BREAKDOWN or FAILURES for covered repairs, cancellations and any other questions regarding YOUR CONTRACT. **Important Notice: ADMINISTRATOR'S authorization for CONTRACT MECHANICAL BREAKDOWN or FAILURES for covered repairs and additional benefits is always required prior to any service being performed. See section E. for additional information and instructions.**
- **COMMERCIAL VEHICLE:** Any VEHICLE that is used for business purposes (to generate financial income, full or part-time). See Section F regarding additional definitions, underwriting availability and exclusions.

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- **CONTRACT:** Means this vehicle service contract COVERAGE that YOU have selected and purchased from the VENDOR as listed on the DECLARATIONS PAGE of the CONTRACT.
- **CONTRACTOR, SERVICE CONTRACT PROVIDER, OBLIGOR:** Means United Car Care, Inc., the party obligated under this CONTRACT.
- **COVERAGE:** Means the component protection COVERAGE YOU have selected and purchased under this CONTRACT.
- **COVERED PART:** Means any part that is specifically listed as included for COVERAGE under this CONTRACT (see section B. titled "These Parts are Covered.") If a part is not listed, it is not covered.
- **DECLARATIONS PAGE:** Means the page of the CONTRACT that specifies the purchaser information, the VENDOR information, the lien holder information, the plan information, and other key information specific to YOUR CONTRACT and is titled "DECLARATIONS PAGE."
- **DEDUCTIBLE:** Means the amount YOU must pay for repairs of COVERED PARTS per visit, as listed on the DECLARATIONS PAGE of this CONTRACT.
- **MECHANICAL BREAKDOWN or FAILURE:** Means the MECHANICAL BREAKDOWN or FAILURE of any original or like replacement part covered by YOUR CONTRACT to work as it was designed to work in normal service, providing the VEHICLE has received required maintenance as defined in Section D of this CONTRACT entitled "Maintenance Requirements" and does not include worn parts that are within manufacturer tolerances. Please refer to the wording under exclusions for a listing of conditions under which the FAILURE of a COVERED PART is not considered a covered MECHANICAL BREAKDOWN or FAILURE.
- **REPAIR FACILITY:** Means any licensed automotive REPAIR FACILITY capable of performing repair services to a COVERED PART, approved by the ADMINISTRATOR, and at which YOU seek to acquire service under this CONTRACT.
- **VEHICLE:** Means the VEHICLE described in the DECLARATIONS PAGE of YOUR CONTRACT.
- **VENDOR:** Means the company from whom YOU purchased this CONTRACT. VENDOR information can be found on the DECLARATIONS PAGE of this CONTRACT.
- **WAITING PERIOD:** Means thirty (30) days after the CONTRACT effective date and one thousand (1,000) miles greater than the true and actual odometer reading that was registered on the CONTRACT effective date listed on the DECLARATIONS PAGE of this CONTRACT.
- **WE, US, OUR:** Means American Auto Shield, LLC the party responsible for administering the services outlined in this CONTRACT as authorized and on behalf of the SERVICE CONTRACT PROVIDER/OBLIGOR.
- **YOU, YOUR:** Means the CONTRACT Purchaser named on the DECLARATIONS PAGE of YOUR CONTRACT.
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## **B. THESE PARTS ARE COVERED:**

This CONTRACT covers ONLY the components/parts listed below:

1. **ENGINE (Gas or Diesel):** All internally lubricated parts within the Engine including: pistons, piston rings, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain or timing belt, timing gears, cylinder head intake and exhaust valves, valve springs, valve guides, oil pump, push rods, rocker arms, rocker arm shafts, and hydraulic and solid lifters. The engine block and heads are covered only if damage is caused by a FAILURE of any of the COVERED PARTS listed in this paragraph, B.1.
2. **TRANSMISSION (Automatic or Standard):** All internally lubricated parts, torque converter, vacuum modulator and transmission mounts. The transmission case is only covered if the damage is caused by a FAILURE of any of the COVERED PARTS listed in this paragraph, B.2.
3. **WATER PUMP:** Impeller shaft, bearings, bushings and housings.
4. **TRANSFER UNIT (4x4):** Internally lubricated parts within the Transfer Unit including bearings, bushings, sprockets, chains, sleeves, and gears (excluding electrical items). The transfer case is only covered if damage is caused by a FAILURE of any of the above COVERED PARTS listed in this paragraph, B.4.
5. **DRIVE AXLE (FRONT & REAR):** All lubricated internal parts contained within the drive axle housings, including the axle shafts. The differential housing, transaxle housing and final drive housing are only covered only if damaged by the FAILURE of a lubricated internal Drive Axle Part.
6. **AIR CONDITIONING:** Coverage is included for the air conditioning compressor only.
7. **ELECTRICAL:** Coverage is included for the engine starter motor and alternator only.
8. **ENGINE COOLING:** Coverage is included for the radiator only.
9. **SEALS AND GASKETS:** Seals and Gaskets are covered only in conjunction with the repair or replacement of the COVERED PARTS listed in 1 through 8 above. **Leaking Seals and Gaskets (as "stand alone" repairs) are not covered by the CONTRACT.**

The following ADDITIONAL BENEFITS (Only for YOUR covered VEHICLE) are provided with YOUR CONTRACT, except where prohibited by law. These benefits do not apply during the WAITING PERIOD:

### **YOUR CONTRACT DEDUCTIBLE DOES NOT APPLY TO THE FOLLOWING ADDITIONAL CONTRACT BENEFITS:**

- **ROADSIDE ASSISTANCE:** YOUR CONTRACT provides YOU with an emergency road service program when needed 24 hours a day, 365 days a year. Emergency Roadside services are provided by Roadside Protect, Inc. powered by Allstate Motor Club, Inc. If YOUR VEHICLE becomes disabled, call 866-222-7869 and a

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service vehicle will be dispatched to YOU. There is a combined four hundred dollar (\$400) maximum limit for such emergency road service benefits as listed below for the term of YOUR CONTRACT.

- TOWING SERVICE: If YOUR VEHICLE cannot be started or driven, or is in an accident, YOU are covered up to seventy-five dollars (\$75) per occurrence for towing expenses.
- EMERGENCY TIRE SERVICE: If YOUR VEHICLE has a flat or damaged tire, YOU are covered up to a maximum of seventy-five dollars (\$75) per occurrence for service to change an inflated spare.
- LOCKOUT SERVICE: If YOU misplace, break, or accidentally lock YOUR keys in YOUR VEHICLE, dispatch will provide locksmith or emergency VEHICLE service to assist YOU. Lockout service is limited to seventy-five (\$75) per occurrence.
- BATTERY SERVICE: If the battery for YOUR VEHICLE fails, battery-recharging services will be provided up to a maximum of seventy-five dollars (\$75) per occurrence.
- FUEL DELIVERY SERVICE: In case it is necessary for the operation of YOUR VEHICLE, a service VEHICLE will deliver oil, fuel, or water to YOU. YOU are responsible for the cost of the oil and fuel. In the event that local state regulations prohibit the delivery of flammable materials (e.g., gas), YOU may have YOUR VEHICLE towed to the nearest gas station as provided under the "Towing Service" paragraph above. Fuel Delivery services are limited to seventy-five dollars (\$75) per occurrence.
- WINCHING: YOU are covered for winching services provided YOUR VEHICLE is within one hundred (100) feet of a public road (excludes off-road driving). Winching services are limited to seventy-five dollars (\$75) per occurrence.
- CAR RENTAL REIMBURSEMENT: If YOUR VEHICLE becomes inoperable and has to remain overnight for repair at the Authorized REPAIR FACILITY, the ADMINISTRATOR agrees in the event that the MECHANICAL BREAKDOWN or FAILURE has been authorized by the ADMINISTRATOR, to reimburse YOU for rental car transportation from a licensed vehicle rental company (except where prohibited by law). Such expense shall be limited to forty dollars (\$40) per calendar day not to exceed one hundred sixty dollars (\$160) per occurrence regardless of repair delays and/or delays associated with the shipment of parts needed for covered repairs. WE reserve the right to select the rental car company that YOU use. YOUR car rental benefit is based upon the number of labor hours required to repair YOUR VEHICLE as listed in a nationally recognized labor time guide selected by the ADMINISTRATOR. Each eight (8) hour period of flat labor counts as one day. Rental car benefits require prior approval by the ADMINISTRATOR.

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## **C. WHAT IS NOT COVERED**

### **1. MECHANICAL BREAKDOWN OR FAILURE:**

- A) WHEN REPAIRS ARE PERFORMED WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, EXCEPT FOR EMERGENCY REPAIRS. SEE SECTION E.11 FOR DETAILS;**
- B) CAUSED BY A LACK OF MAINTENANCE OR MAINTENANCE ITEMS (I.E. CONSTANT VELOCITY JOINT BOOT, TIMING BELT, BRAKE PADS OR SHOES, FILTERS, OIL / COOLANT CHANGES, LEAKING SEALS, AND/OR GASKETS);**
- C) CAUSED BY ACTS OF NATURE, OR BY ANY EXTERNAL CAUSE SUCH AS, BUT NOT LIMITED TO: COLLISION, FIRE, THEFT, FREEZING, VANDALISM, RIOT OR EXPLOSION, TERRORISM, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, VOLCANIC ERUPTION, WATER OR FLOOD, BREAKAGE OF GLASS, FALLING OBJECTS, NUCLEAR CONTAMINATION, SMOKE OR ANY OTHER CAUSE EXCEPT PROVIDED HEREIN;**
- D) OF ANY OTHERWISE COVERED PART THAT DOES NOT MEET MANUFACTURER'S SPECIFICATIONS, INCLUDING MODIFICATIONS AND/OR ALTERATIONS TO THE VEHICLE, INCLUDING MECHANICAL BREAKDOWN OR FAILURE OF ANY OTHERWISE COVERED PART THAT IS DIRECTLY OR INDIRECTLY RELATED TO SUCH PART OR SYSTEM THAT DOES NOT MEET MANUFACTURER'S SPECIFICATION OR HAS BEEN OTHERWISE MODIFIED OR ALTERED; FOR EXAMPLE, BUT NOT OF LIMITATION: HEADERS, ALTERED IGNITION SYSTEM, ALTERED ENGINE MANAGEMENT SYSTEMS, FREE FLOW EXHAUST SYSTEM, AFTERMARKET SUNROOFS, AFTER MARKET ALARM SYSTEMS, SNOW PLOWS, OVERSIZED OR UNDERSIZED TIRES, WHEELS OR LIFT AND DROP KITS, WHETHER OR NOT THE VEHICLE WAS PURCHASED WITH SUCH;**
- E) IF YOUR VEHICLE IS USED FOR: RACING ON OR OFF ROAD, IN A COMPETITION OR SPEED CONTEST;**
- F) IF YOUR VEHICLE IS USED FOR TOWING IN EXCESS OF TWO THOUSAND (2,000) POUNDS UNLESS EQUIPPED WITH A FACTORY APPROVED TOWING KIT AND AUXILIARY TRANSMISSION COOLER, AND THE WEIGHT OF THE TRAILER DOES NOT EXCEED THE VEHICLE MANUFACTURER'S TOWING SPECIFICATION;**
- G) IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES EXCEPT WHEN THE VEHICLE IS ELIGIBLE FOR COVERAGE AS DESCRIBED IN SECTION F. "COMMERCIAL VEHICLES" OF YOUR CONTRACT;**
- H) OF ANY PART(S), COMPONENT(S), OR REPAIR(S) STATED AS COVERED BY THE MANUFACTURER'S FULL, ORIGINAL OWNER/FIRST RETAIL PURCHASER WARRANTY FOR THE TERM**

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AND MILEAGE OF SUCH COVERAGE TO THE ORIGINAL OWNER/FIRST RETAIL PURCHASER, WHETHER COLLECTIBLE OR NOT, OR CONTINUING MANUFACTURER'S WARRANTY COVERAGE THAT IS TRANSFERABLE TO SUBSEQUENT OWNER WHETHER TRANSFERRED OR NOT;

- I) IF THE COVERED PART IS COVERED BY A MANUFACTURER'S WARRANTY, REPAIRER'S GUARANTEE, OR OTHER SERVICE CONTRACT, OR INSURANCE POLICY OF ANY TYPE, WHETHER COLLECTIBLE OR NOT;
- J) RELATED TO A SURCHARGE ITEM WHEN THE APPLICABLE SURCHARGE ON THE DECLARATIONS PAGE OF THE ADMINISTRATOR'S COPY HAS NOT BEEN LISTED AND PAID FOR;
- K) IF IT IS DETERMINED THAT THE ODOMETER HAS BEEN INACCURATE, INOPERATIVE, MISTATED AT THE TIME OF SALE, OR ALTERED SUCH THAT THE VEHICLES TRUE MILEAGE CANNOT BE VERIFIED FOR MORE THAN THIRTY (30) DAYS OR BY MORE THAN ONE THOUSAND (1,000) MILES DRIVEN;
- L) THAT IS THE RESULT OF A DEFECT THAT THE VEHICLE MANUFACTURER HAS ANNOUNCED AS THEIR RESPONSIBILITY BY A PUBLIC RECALL, TECHNICAL SERVICE BULLETIN AND/OR SPECIAL POLICY FOR THE PURPOSE OF CORRECTING SUCH A DEFECT;
- M) DUE TO CONTINUED OPERATION AND FAILURE TO PROTECT THE VEHICLE FROM FURTHER DAMAGE ONCE A MECHANICAL BREAKDOWN OR FAILURE HAS OCCURRED;
- N) OF A COVERED PART DAMAGED BY A NON-COVERED PART, OR OF A NON-COVERED PART DAMAGED BY A COVERED PART;
- O) CAUSED BY MISUSE, ABUSE, NEGLIGENCE, INCORRECT COMPUTER PROGRAMMING, NUTS, BOLTS, FASTENERS, CONTAMINATION OF COOLANT, FUEL, FLUIDS OR LUBRICANTS;
- P) RESULTING FROM ENGINE SLUDGE, CARBON, PRE-IGNITION, DETONATION, VARNISH, RUST, CORROSION, FOREIGN OBJECTS, DIRT, DUST, LIQUID, CRACKED RUBBER / NEOPRENE PARTS, DRY-ROT, ROAD CHEMICALS, ABUSE, ALTERATION, OR LACK OF PROPER AND NECESSARY AMOUNTS OF COOLANT, FUEL, FLUIDS OR LUBRICANTS;
- Q) THAT OCCURS PRIOR TO YOUR CONTRACT EFFECTIVE DATE AS SPECIFIED ON THE CONTRACT DECLARATIONS PAGE, AFTER YOUR CONTRACT EXPIRATION, CANCELLATION OR DURING THE WAITING PERIOD;
- R) DAMAGE TO PROPERTY, INJURY AND/OR DEATH OF ANY PERSON REGARDLESS IF THE DAMAGE OR INJURY WAS CAUSED BY YOUR VEHICLE OR ITS PARTS EITHER BEFORE OR AFTER REPAIRS HAVE BEEN MADE;

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- S) FOR REPAIR OR REPLACEMENT OF ANY COVERED COMPONENT(S) OR PART(S) TO CORRECT CONDITIONS THAT MAY REASONABLY BE ASSUMED TO HAVE EXISTED PRIOR TO YOUR CONTRACT PURCHASE DATE;
  - T) FOR REPAIR OR REPLACEMENT OF HYBRID ENGINE POWERED VEHICLE BATTERIES OR FOR THE REPAIR OR REPLACEMENT OF PARTS ASSOCIATED WITH HYBRID ENGINE POWERED VEHICLE BATTERIES;
  - U) THAT OCCURS AS TO GRADUAL LOSS OF PERFORMANCE AND HAS RESULTED FROM NORMAL OPERATION AND USE (DUE TO VEHICLE MILEAGE / AGE) SUCH AS, BUT NOT LIMITED TO: VALVE GUIDES, VALVES, PISTON RINGS, TRANSMISSION CLUTCH PACK DISCS AND BANDS, ETC., OR IF WORN PARTS ARE WITHIN MANUFACTURER TOLERANCES;
  - V) FOR NORMAL EXPANSION/CONTRACTION SEEPAGE OF SEALS AND GASKETS DUE TO AGE/MILEAGE;
  - W) WHEN THE MANUFACTURER'S NEW VEHICLE WARRANTY HAS BEEN DETERMINED NULL AND VOID BY THE MANUFACTURER;
  - X) ANY REPOSITIONING, REFITTING OR REALIGNING;
2. LOSS OF TIME, INCONVENIENCE, BODILY INJURY AND PROPERTY DAMAGE, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE THAT RESULTS FROM VEHICLE THEFT, MECHANICAL BREAKDOWN OR FAILURE, OR ANY OTHER REASON.
  3. STORAGE AND FREIGHT CHARGES.
  4. THE COST OF DIAGNOSIS, TEARDOWN, DISASSEMBLY OR ASSEMBLY IF CONTRACT COVERAGE CANNOT BE APPLIED.
  5. REPAIR OR REPLACEMENT OF ANY PART(S) THAT ARE NOT LISTED AS "COVERED PARTS" IN SECTION B OF THIS CONTRACT.
  6. ANY ADJUSTMENTS, INCLUDING BUT NOT LIMITED TO: ANY ADJUSTMENT REPAIRS NECESSARY TO CORRECT TRIM FIT, SQUEAKS, RATTLES, IDLE, WATER LEAKS OR WIND NOISE.
  7. REPAIRS IF YOUR VEHICLE IS: A NON-U.S. SPECIFICATION MODEL, IS RATED OVER ONE TON CAPACITY (13,600 GVW), IS A LEMON LAW BUYBACK VEHICLE, IS A GREY MARKET VEHICLE OR HAS EVER HAD A TITLE INDICATION OF SALVAGE, JUNK, BRANDED OR OTHER DESIGNATION INDICATING THAT THE VEHICLE HAD BEEN STOLEN, WRECKED, DESTROYED, WATER DAMAGED, OR OTHERWISE DAMAGED TO THE EXTENT THAT IT WAS CONSIDERED TO BE UNECONOMICAL TO REPAIR.
  8. OTHER ITEMS:
    - A) NORMAL MAINTENANCE ITEMS, PARTS, AND PROCEDURES SUCH AS, BUT NOT LIMITED TO: ENGINE TUNE-UPS, OIL CHANGES, BRAKE PADS AND SHOES, COMPUTER PROGRAMMING, WHEEL OR SUSPENSION ALIGNMENT, FASTENING HARDWARE (NUTS, BOLTS, SPRINGS, BRACKETS, ETC.), INJECTOR CLEANING, SHOP

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- SUPPLIES, DISPOSAL FEES AND OTHER MISCELLANEOUS SHOP CHARGES;
- B) FASTENING HARDWARE, NUTS, BOLTS, LUBRICANTS, COOLANTS AND FLUIDS UNLESS REQUIRED AS PART OF A COVERED REPAIR;
- C) ANY PART THAT HAS NOT BROKEN, BUT WHICH A REPAIR FACILITY RECOMMENDS OR REQUIRES;
9. THE REPAIR OR REPLACEMENT OF VALVES AND/OR PISTON RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION OR CORRECTING OIL CONSUMPTION WHEN MECHANICAL BREAKDOWN OR FAILURE HAS NOT OCCURRED.
10. ANY REPAIR IF VERIFIABLE RECEIPTS AS REQUIRED IN SECTION D "MAINTENANCE REQUIREMENTS" ARE NOT PROVIDED UPON ADMINISTRATOR'S REQUEST.
11. ANY COMPONENTS, PARTS OR COSTS INVOLVED WITH UPDATING, BETTERMENT, OR RETROFITTING COVERED COMPONENTS OR SYSTEMS OF YOUR VEHICLE OR DUE TO PRODUCT CHANGES, LACK OF PRODUCT AVAILABILITY, OR GOVERNMENT REGULATIONS.
12. REPAIRS TO CURE FLUID/OIL LUBRICANT SEEPAGE.
13. SHOP SUPPLIES, HAZARD WASTE REMOVAL ARE EXCLUDED.
14. ADJUSTMENTS, REPOSITIONING, REFITTING, REALIGNING AND/ OR CLEANING ARE EXCLUDED.
15. RETROFITS OR REPLACEMENTS OF ANY COMPONENTS CAUSED BY OR DUE TO COMPLIANCE WITH LAW OR LEGISLATION, AND INCLUDING EMISSION CONTROL EQUIPMENT AND SENSORS ARE EXCLUDED.
16. THE VEHICLES LISTED IN SCHEDULE 1 ARE EXCLUDED FROM ALL COVERAGE. IF IT IS DISCOVERED THAT A CONTRACT IS ERRANTLY SOLD TO YOU ON A VEHICLE LISTED IN SCHEDULE 1, THEN A FULL REFUND OF THE COST OF THE CONTRACT SHALL BE MADE TO YOU.

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#### **D. VEHICLE MAINTENANCE REQUIREMENTS**

1. This CONTRACT requires VEHICLE maintenance to be performed as follows:
- a) VEHICLE maintenance services are to be performed as recommended by YOUR VEHICLE manufacturer. Contact YOUR local dealer of the make of YOUR VEHICLE or the ADMINISTRATOR if YOU have questions about required VEHICLE maintenance;
- b) **Keep all receipts for maintenance performed on YOUR VEHICLE** as YOU will be required to present the receipts in the event of MECHANICAL BREAKDOWN or FAILURE.

If requested, proof of required service including verifiable receipts showing date, mileage, and VEHICLE identification number of the VEHICLE at the time of service must be presented in order to have repairs begin on YOUR VEHICLE.

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**COMMERCIAL VEHICLES** have special service requirements. See **COMMERCIAL VEHICLE** in Section F. of **YOUR CONTRACT**.

**E. IN THE EVENT OF A MECHANICAL BREAKDOWN OR FAILURE:**

1. Upon customary and reasonable notice of the occurrence of a **MECHANICAL BREAKDOWN** or **FAILURE**, YOU shall protect the **VEHICLE** from further damage whether or not such **MECHANICAL BREAKDOWN** or **FAILURE** is covered by **YOUR CONTRACT**. **Any operation of the VEHICLE that results in further damage related to the original MECHANICAL BREAKDOWN or FAILURE shall be considered negligence on YOUR part and FAILURE to protect the VEHICLE, which damage shall not be covered under this CONTRACT. YOU are responsible for making sure that all VEHICLE fluids are full and that the oil warning light/gauge and temperature warning light/gauge are functioning before driving the VEHICLE. YOU are required to safely pull YOUR VEHICLE off of the road and shut off the engine immediately when any of the lights/gauges indicate a problem.**
2. Present this **CONTRACT** to the **REPAIR FACILITY**, call the **ADMINISTRATOR**, toll free at **1-800-531-1925**, and fax any required maintenance receipts. The **ADMINISTRATOR** can be reached through the mail at 5695 Yukon Street, Arvada, CO 80002.
3. The **ADMINISTRATOR** will verify the validity of the **CONTRACT**: proper owner, proper **VEHICLE**, that the **CONTRACT** is still in force and that payments are current.
4. YOU are responsible for authorizing and paying for any tear down and/or diagnosis time needed to determine if the **VEHICLE** has a covered **MECHANICAL BREAKDOWN** or **FAILURE**. This **CONTRACT** will not cover flat rate charges for diagnosis. If the breakdown is not caused by a covered **MECHANICAL BREAKDOWN** or **FAILURE**, YOU are responsible for payment of the expenses associated with the tear down and diagnosis.
5. Prior to proceeding with repairs, ensure the **REPAIR FACILITY** calls the **ADMINISTRATOR** with an estimate of repairs and receives an authorization number from the **ADMINISTRATOR**. Repairs performed without prior authorization will not be covered under this **CONTRACT**.
6. The **ADMINISTRATOR** will verify **COVERAGE**, confirm the cost of repair using nationally recognized parts and labor guides as determined by the **ADMINISTRATOR**, authorize repair of **COVERED PARTS** and labor, and provide the **REPAIR FACILITY** with an authorization code.
7. The **ADMINISTRATOR** reserves the right to inspect **YOUR VEHICLE** prior to issuing the authorization to the **REPAIR FACILITY**. In the event of a dispute between the **ADMINISTRATOR** and the **REPAIR FACILITY**, the **ADMINISTRATOR** reserves the right to move **YOUR VEHICLE** to a **REPAIR FACILITY** of the **ADMINISTRATOR'S** choice.

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8. At the ADMINISTRATOR'S election, repair or replacement of COVERED PARTS will be made with parts of a like kind and quality including but not limited to: new, re-manufactured, exchanged, or used components.
9. In-home repair (both self and mobile) is not covered under this CONTRACT. Any payment for the cost of transporting the VEHICLE to a REPAIR FACILITY necessary due to in-home repair efforts is not covered.
10. The CONTRACT Holder is responsible for paying any amounts not covered by this CONTRACT including, but not limited to, the DEDUCTIBLE for each visit to the REPAIR FACILITY.
11. Reimbursement for emergency repairs performed outside of normal business hours may be obtained by the YOU only if YOU contact the ADMINISTRATOR on the first business day after such emergency repairs are performed and such emergency repairs meet the following criteria:
  - a. The MECHANICAL BREAKDOWN or FAILURE must prevent YOU from safely operating YOUR VEHICLE.
  - b. The need for repair is immediate and the ADMINISTRATOR'S office is closed.
  - c. The MECHANICAL BREAKDOWN or FAILURE must be of a COVERED PART as listed in Section B. "These Parts Are Covered" of this CONTRACT.
  - d. The total cost of the repair/replacement must not exceed two hundred and fifty dollars (\$250.00).
12. The ADMINISTRATOR will make payment directly to the REPAIR FACILITY or to YOU for the covered and authorized repairs or additional CONTRACT benefits. The form of payment will be decided by the ADMINISTRATOR.
13. The maximum hourly rate to be paid on any covered repair is one hundred dollars (\$100.00).

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## **F. COMMERCIAL VEHICLES**

**COMMERCIAL VEHICLES are Not Eligible for COVERAGE Under this CONTRACT.**

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## **G. INSURANCE STATEMENT**

1. United Car Care, Inc. (UCC), PO Box 3988, Greenwood Village, CO 80155-3988 is the SERVICE CONTRACT PROVIDER and OBLIGOR of this CONTRACT. UCC has contractually authorized American Auto Shield, LLC to administer all the services outlined in this CONTRACT including, but not limited to: claims administration, inquiries, cancellations initiated by the ADMINISTRATOR and CONTRACT Holder and refunds. In the event the ADMINISTRATOR does not provide the services outlined in this CONTRACT, please refer to Section G., paragraph 2 and follow the instructions set forth to file a claim directly with the insurance company listed.
2. The obligations of the CONTRACTOR, OBLIGOR, or SERVICE PROVIDER under this VEHICLE Service CONTRACT ("CONTRACT") are guaranteed by a vehicle service contract Liability Insurance Policy (Policy # USA 038) issued by Dealers

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Assurance Company ("DAC"), 3518 Riverside Drive, Upper Arlington, OH 43221 (1-800-282-8913). In the event a covered claim is not paid within sixty (60) days after proof of loss has been filed or the CONTRACTOR ceases to do business or goes bankrupt, YOU may apply directly to DAC at the address above for the mechanical protection afforded by YOUR CONTRACT.

3. Purchase of this CONTRACT is not required in order to purchase or obtain financing for the VEHICLE. This CONTRACT is not issued by the manufacturer or wholesale company marketing the VEHICLE. This CONTRACT will not be honored by such manufacturer or wholesale company.

## **H. CONTRACT PERIOD**

The CONTRACT begins upon the CONTRACT effective date and starting odometer as indicated on the DECLARATIONS PAGE and will continue until the expiration date or expiration miles as shown on the CONTRACT DECLARATIONS PAGE. This CONTRACT is not renewable.

## **I. TERRITORY**

This CONTRACT applies only to a MECHANICAL BREAKDOWN or FAILURE occurring within the Continental United States, Alaska, Hawaii and Canada.

## **J. LIMITATIONS OF LIABILITY**

The aggregate limit of liability of all claims and benefits payable under this CONTRACT shall never exceed seven thousand dollars (\$7,000).

Liability shall be limited to the reasonable price for repair or replacement of any COVERED PART and the reasonable amount of labor time needed for the repair or replacement of any COVERED PART as based on a nationally recognized guide as selected by the ADMINISTRATOR (maximum labor rate as specified in Section E.13 of YOUR CONTRACT). Parts replacement may include new parts, or parts of like kind and quality, which may include used parts, after-market parts or remanufactured parts, as customarily used in the automobile industry.

YOU will be responsible for the cost of all repairs that exceed the aggregate limit of liability under this CONTRACT. The ADMINISTRATOR shall not be required to authorize or pay for any repair amounts if all needed or covered repairs are not performed on YOUR VEHICLE. WE will not be liable to YOU for consequential damages or injuries, nor for any costs or expenses that provide betterment, upgrade, or enhancement to YOU or YOUR VEHICLE. This limit of liability applies regardless of the cause and regardless of the legal theory asserted. There are no warranties that extend beyond the description on the face hereof. The warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed. The ADMINISTRATOR does not assume, and

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specifically disclaims, any liability to YOU for benefits provided herein. The liability of the ADMINISTRATOR is only to the CONTRACTOR in accord with their separate agreement.

#### **K. SUBROGATION**

YOU agree that WE, after honoring a claim on YOUR CONTRACT, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN or FAILURE. YOU shall do whatever is necessary to secure such rights. YOU shall do nothing to prejudice such rights, and **YOU shall execute and deliver to ADMINISTRATOR instruments and papers required to either secure or maintain such rights.** All amounts recovered by YOU for which YOU were previously reimbursed under YOUR CONTRACT shall become OUR property or the property of OUR designee and shall be forwarded to the same by YOU, up to the total amount paid by US under YOUR CONTRACT.

#### **L. ARBITRATION**

In the event of any dispute concerning the interpretation of this CONTRACT between YOU and the ADMINISTRATOR, YOU agree that it shall be resolved by arbitration in accordance with the Arbitration Rules of the Better Business Bureau ("BBB"). If YOU want a disputed matter to be resolved by BBB, YOU must notify the ADMINISTRATOR in writing within sixty (60) days of the ADMINISTRATOR'S final decision.

#### **M. TRANSFER OF YOUR CONTRACT (Transfer Rights Are Only To The Original CONTRACT Purchaser)**

**This CONTRACT is transferable, as outlined below, only if the VEHICLE'S odometer reading is less than 150,000 miles on the date of transfer.**

1. Original CONTRACT Purchaser must contact ADMINISTRATOR and submit ALL of the following information / documentation at time of transfer request:
  - a) Administrative processing fee of fifty dollars (\$50.00), a completed transfer application (Available from the ADMINISTRATOR) initiated by the original CONTRACT purchaser, and a copy of this CONTRACT; and
  - b) A copy of proper documentation evidencing change of ownership and mileage at date of sale, including a notarized bill of sale signed by both parties.
2. Conditions:
  - a) This CONTRACT may not be transferred to another VEHICLE. It may only be transferred to a different private owner of the same VEHICLE;
  - b) The VEHICLE is subject to inspection (at OUR discretion and at YOUR expense) and transfer must take place within thirty (30) days of change of VEHICLE ownership;

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- c) YOU may not transfer this CONTRACT to a vehicle dealer or to the customer of a vehicle dealer, nor may this CONTRACT be transferred to a commercial use application user if the commercial use surcharge was not paid at time of original CONTRACT purchase;
- d) All remaining underlying warranties must be transferred to the new owner;
- e) The original CONTRACT Holder must provide the new owner and the ADMINISTRATOR with copies of all receipts evidencing required maintenance has performed as described in the "VEHICLE Maintenance Requirements" section of YOUR CONTRACT;
- f) The new CONTRACT holder will be bound by the TERMS AND CONDITIONS of this CONTRACT ownership;
- g) If the original owner / first retail purchaser full warranty does not transfer to the subsequent owner, this CONTRACT COVERAGE will not apply to any MECHANICAL BREAKDOWN or FAILURE that would have been covered for the original owner / first retail purchaser under the manufacturer's original owner / first retail purchaser full warranty. See Section C.1.h.

#### **N. CANCELLATION (Cancel Rights Are Only To The Original CONTRACT Purchaser)**

1. YOU may cancel this CONTRACT by contacting American Auto Shield, LLC at 5695 Yukon Street, Arvada, Colorado, 80002 in writing and by submitting a request to cancel the CONTRACT and a Federal Odometer Statement or notarized affidavit verifying mileage at the time of request. The CONTRACT holder may cancel this CONTRACT within thirty (30) days of the CONTRACT purchase date, if no claim has been made, and receive a full refund of the total CONTRACT purchase price. The CONTRACT holder may cancel this CONTRACT at any other time and receive a pro rata refund based upon the total CONTRACT purchase price calculated upon the greater of the days in force or the miles driven compared to the total CONTRACT term, less claims paid and less the applicable cancellation fee of fifty dollars (\$50.00), subject to state specific information provided in Section O. of this CONTRACT.
2. The ADMINISTRATOR may cancel this CONTRACT for non-payment of the CONTRACT purchase price, for misrepresentation in obtaining this CONTRACT, misrepresentation in the submission of a claim, or if YOUR VEHICLE is found to be modified in a manner not recommended by the VEHICLE manufacturer. In the event YOUR CONTRACT is cancelled for non-payment, YOU will receive, at the ADMINISTRATOR'S discretion, either (a) a pro rata refund based upon the total CONTRACT purchase price calculated based upon the greater of the days in force or the miles driven compared to the total CONTRACT term, less claims paid and less the a cancellation fee of fifty dollars (\$50.00), subject to state specific information provided in Section O. of this CONTRACT, or (b) a continuation of YOUR COVERAGE until a future cancel date or odometer reading. This future cancel date and odometer reading shall be determined by calculating the percentage of the total CONTRACT price that has been paid and applying that percentage to the

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CONTRACT term and mileage term purchased and adding such amounts to the CONTRACT effective date and the true and accurate starting odometer reading as provided in YOUR DECLARATIONS PAGE. Cancellation for misrepresentation in the submission of a claim, misrepresentation in obtaining the CONTRACT or VEHICLE modification shall be based on 100% of the unearned pro rata CONTRACT purchase price, as of the Cancellation date, less claims paid and less the fifty dollar (\$50.00) cancellation fee, if applicable.

3. All cancellations for CONTRACTS that have been financed will be paid to the finance company listed on the DECLARATIONS PAGE of this CONTRACT, unless the CONTRACT has been paid in full.

**SCHEDULE 1  
EXCLUDED VEHICLES**

The following schedule of VEHICLES and VEHICLE types are examples of VEHICLES that are excluded from COVERAGE under this CONTRACT. Please contact the ADMINISTRATOR for specific eligibility of YOUR VEHICLE. If it is discovered that a CONTRACT has been errantly sold on a VEHICLE or VEHICLE type listed below, then a full refund of the amount collected shall be made to YOU.

**Note: All Limited Edition/Specialty, High Performance and Modified VEHICLES are ineligible for COVERAGE. Any VEHICLE rated over 1-ton (13,600 G.V.W.) in capacity is ineligible for COVERAGE. All Twin-Turbo or 12 Cylinder VEHICLES are ineligible for COVERAGE.**

1) **Excluded VEHICLE Makes:**

Alfa Romeo	Aston Martin	Austin Healey	Bentley	Daewoo
Daihatsu	Eagle	Fiat	Ferrari	Lamborghini
Land Rover	Lotus	Maserati	Merkur	Peugeot
Porsche	Renault	Rolls Royce	Smart	Sterling
Yugo	Volkswagen (Models Year 2003 and Earlier)			

2) **Excluded VEHICLE Makes/Models:**

- Acura: NSX
- Audi: A8, R8, RS6, S4, S5, S6, and S8
- BMW: M, 7-series and 8 series
- Chevrolet: Camaro SS, Corvette ZR1, Corvette Z06
- Chrysler: SRT 8 Models
- Dodge: SRT Models, Stealth and Viper
- Ford: GT, Cobra, Bullitt, Saleen, Shelby, Roush, GTR, and Lightning
- GMC: Syclone, Typhoon
- Hummer: H1
- Infiniti: Q45A
- Jaguar: XJ12 and XJ8
- Mazda: RX-7 and RX-8
- Mercedes-Benz: AMG

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- Mitsubishi: 3000GT
- Nissan: GT-R
- Plymouth: Prowler
- Volkswagen: Phaeton
- Any Other Make/Model not on the ADMINISTRATOR'S Approved Class Guide

3) **Excluded Engine Types:**

- Liquefied-Petroleum Gas, Compressed Natural Gas, Methanol, Electric (except Hybrids are allowed), and Hydrogen-Powered VEHICLES
- VEHICLES with Diesel Engines Manufactured prior to 2000
- VEHICLES with Rotary Engines
- VEHICLES with "Twin Turbo" Engines
- VEHICLES having Engines with more than Eight (8) Cylinders
- VEHICLES with 4100 GM Engines
- VEHICLES with W8 Volkswagen Engine

4) **Excluded VEHICLE Classes/Uses:**

- Motor Homes
- Motorcycles
- Recreational VEHICLES including but not limited to Four Wheelers, ATV's, and Golf Carts
- Medium-Duty COMMERCIAL VEHICLES including but not limited to International, Freightliner, Tiltmaster, Iveco, Hino, Forward, and Fuso
- Any VEHICLE Classified by the ADMINISTRATOR as a "Classic VEHICLE"
- Any VEHICLE Classified by the ADMINISTRATOR as an "Exotic VEHICLE"
- Any VEHICLE in Excess of 1-Ton
- Any Emergency Use VEHICLE
- Any VEHICLE Used for Agricultural Purposes
- Any VEHICLE Equipped with Snow Plow, Brackets, and/or Controls

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## AMENDMENT TO CONTRACT

**The Contract is hereby amended as follows:**

Limit of Liability section J. is hereby changed to:

- a) The Maximum limit of liability of this contract, all claims paid and payable, shall be \$15,000.

## AMENDMENT TO CONTRACT

If you have paid the commercial use surcharge which is identified on your Declaration Page under Additional Options as "COM" then **the Contract is hereby amended as follows:**

### COMMERCIAL USE AMENDMENT

Section F is deleted and replaced with the following.

#### **F. COMMERCIAL VEHICLES**

1. This CONTRACT may be available for certain types of COMMERCIAL VEHICLES as long as: (a) the VEHICLE is not rated over one (1) ton capacity (13,600 GVW) and; (b) THE APPROPRIATE SURCHARGE IS PAID AT THE TIME OF CONTRACT PURCHASE.
2. Acceptable commercial applications are as follows: delivery, messenger, route sales or services, inspections/examinations, maintenance or repair, gardening, and carrying hand tools to the job site.
3. The VEHICLE must be owned and operated by the person listed as the CONTRACT Purchaser. VEHICLES that are subject to regular use by different drivers are not eligible for any CONTRACT COVERAGE.
4. COMMERCIAL VEHICLES are required to follow all original manufacturer's severe service scheduled maintenance and must not exceed maximum towing/load capacities. For specific information, consult YOUR owner's manual or a dealer who sells the make of YOUR VEHICLE.
5. VEHICLES used in the following capacity are not eligible for COVERAGE: taxi, limousine, shuttle, police or other emergency VEHICLE, security service or any law enforcement agency, snow plowing, mail delivery, towing, rental, or VEHICLES used as loaners.

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