



# Powertrain Vehicle Service Contract

This document is the application and vehicle service contract. If this application cannot be accepted as written, applicant will be notified within sixty (60) days and offered a new or corrected service contract, if possible. If applicant does not choose to accept the new or corrected service contract or the vehicle does not qualify for any type of coverage, the purchase price will be refunded.

Contract Holder (Customer Information)		Application/Contract No.:	GKPT
Name _____	Current Odometer _____		
Address _____	Contract Purchase Date _____		
City/State, Zip _____	<input type="checkbox"/> \$50 Deductible Option		
Phone # _____	<input type="checkbox"/> Super/Turbo	<input type="checkbox"/> 4 Wheel Drive	
	<input type="checkbox"/> Diesel	<input type="checkbox"/> 4 Wheel Steering	
	<input type="checkbox"/> Commercial Use	<input type="checkbox"/> 1-Ton	
Covered Vehicle		Direct Marketer (Seller)	
VIN _____	Name _____		
Year/Make _____	Address _____		
Model _____ Class _____	City, State, Zip _____		
Finance Co. _____	Phone # _____		
Address _____			

## NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION

<b>1-866-827-9805</b>	<b>ROADSIDE ASSISTANCE</b>	<b>1-866-827-9805</b>
Your emergency road service begins on the effective date of your extended service agreement and will continue until the expiration or termination of your contract, whichever occurs first. Your emergency road service is available throughout the United States 24 hours a day, 365 days a year.		
Concierge Service — The customer is responsible for payment of any services arranged ( <i>i.e. the cost of the hotel room, rental car, etc.</i> ) directly to the provider of the service.		
Emergency Roadside Towing Service — fuel delivery, tire changes ( <i>customer supplied</i> ), jump-starts, lockout, mechanical first-aid, and towing ( <i>up to 50 miles</i> ).		
ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN ROADSIDE ASSISTANCE IS NOT COVERED AND IS NOT REIMBURSABLE.		

### PARTIES TO THE CONTRACT

The provider of this service contract is Automobile Consumer Service Corporation, 2007 Poole Dr., Huntsville, AL 35810 (the "Provider"). This service contract is between the Contract Holder and the Provider.

### CONTRACT TERM

The term of this service contract commences 30 days and 1000 miles from the Contract Purchase Date. By completion of this "Waiting Period," the Contract Holder acknowledges that any and all information contained in this contract (*including vehicle information such as mileage and VIN*) are correct as listed. Improper information could result in the denial of a claim or cancellation of this Contract. This service contract expires when the selected time from Contract Purchase Date or mileage on odometer lapses or accrues, respectively, whichever occurs first, or when terminated (*check time and mileage selected*):

Contract Mileage \_\_\_\_\_ Contract Months \_\_\_\_\_

*I have read and understand this Application/Contract. I understand that the above information is subject to verification and that the Application may be rejected by the Provider if any of the above information is incorrect or if the vehicle is ineligible for the term or coverage written as determined by the Provider.*

Customer Signature _____	Date _____	Total Contract Purchase Price \$ _____	Signature of Provider's Authorized Representative _____	Date _____
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*Terms of payment of Total Contract Purchase Price as per Finance Company's financing agreement*

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION**  
CLAIMS: 1-800-824-7059

## DEFINITIONS

- A "Commercial Use" vehicle is defined as a vehicle registered to a business and/or used for business purposes. Also, vehicles that are used in excess of manufacturer's gross vehicle weight or for excessive hauling and/or pulling are excluded from coverage hereunder. Tow trucks, snowplows, Taxis, vehicles used for farm or agricultural uses, limos, and police vehicles are specifically excluded from coverage hereunder.
- "Contract Holder" means the purchaser or holder of this service contract.
- "Covered Part" means any part of the vehicle listed by this service contract in the section entitled "COVERED PARTS" and that is not excluded from coverage under the section of this service contract entitled "EXCLUSIONS - WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER"
- "Mechanical Breakdown" means the event caused by the total breakage of any Covered Part that causes it to fail to work as it was designed to work in normal service. Please refer to the wording under Exclusions for a listing of conditions under which the failure of a Covered Part is not considered a Mechanical Breakdown.
- "Participating Lender" means any financial institution providing financing for the purchase of the vehicle and/or this service contract.
- "Repair Facility" means any automotive repair facility at which the Contract Holder seeks to have service performed under this service contract.
- "Administrator" or "ACSC" means Automobile Consumer Service Corporation, which will administer this service contract, process and pay claims.
- The "Direct Marketer" (Seller) should be contacted for cancellation procedures and other contract changes, including but not limited to VIN and start mileage changes.
- "Modifications" as referenced in this Contract refer to changes of the vehicle after the vehicle leaves the manufacturer. These could include but are not limited to: improperly-sized tires, non-factory exhaust systems, non-factory intake systems, lift kits, non-factory electronic performance parts, and non-factory tow packages such as fifth wheel and/or hitch in bed of truck.
- "Lubricated Part" refers to a part that requires lubrication in the performance of its function.
- "Contamination" means the mixture of a foreign substance with any recommended fluid or lubricant, such as but not limited to water mixed with oil or coolant.

## CONTRACT HOLDER OBLIGATIONS

- The Contract Holder must verify all personal and vehicle information within the "Waiting Period" of this Contract. Failure to submit any necessary changes within the "Waiting Period" could result in the denial of covered claims or cancellation of the Contract.
- The Contract Holder hereby authorizes the Participating Lender to: (1) be listed as joint payee and receive any refund in the event this service contract is canceled, or (2) to cancel this service contract in the event the Contract Holder defaults in his/her obligations to such lender.
- In order for this service contract to remain in force, the Contract Holder is required to follow the vehicle manufacturer's required maintenance schedule, including oil and filter changes, timing belt changes, transmission services, and any other manufacturer requirements. Failure to follow the vehicle manufacturer's maintenance guidelines may result in denial of a claim. The Contract Holder must keep and make available if requested verifiable signed service/purchase receipts that show that the vehicle manufacturer's required maintenance has been performed within the time and mileage limit requirements. Service Records prior to the inception of the contract may be requested if needed to prove a failure was not caused by lack of maintenance.
- The Contract Holder and the Repair Facility are required to obtain from ACSC an authorization number prior to beginning any repair covered by this service contract. Failure to obtain prior authorization for any repairs typically covered by this Contract will result in the denial of coverage. For emergency repairs resulting in total expense of less than \$750.00 and occurring during non-business hours, see the section entitled "What to do if you have a Mechanical Breakdown" item number 6. An emergency repair as expressed in this Contract is any covered repair that renders your covered vehicle inoperable.
- The Contract Holder is responsible for paying the deductible listed on the Declaration page of this Contract for each visit to a Repair Facility for approved claims.
- The Contract Holder is responsible for authorizing and paying for any tear down or diagnosis time needed to determine if the vehicle has a covered Mechanical Breakdown. If it is determined that the repair is needed due to a covered Mechanical Breakdown, then the Provider will pay for such tear down or diagnosis. If it is determined that part of the vehicle requiring repair is not a Covered Part or that the failure of a Covered Part is not a covered Mechanical Breakdown, then the Contract Holder is responsible for payment of such tear down or diagnosis.
- The Contract Holder verifies that the vehicle has not been modified and agrees not to modify the vehicle in a manner not recommended by the vehicle manufacturer.

## PROVIDER OBLIGATIONS

- If a covered Mechanical Breakdown of the vehicle occurs during the term of this service contract and within the United States or Canada, the Provider will pay the Contract Holder or the Repair Facility for repair or replacement, as ACSC deems appropriate (*including the negotiation of labor rates and parts prices*), of the Covered Part(s) that caused the Mechanical Breakdown, but only if the Contract Holder has met his/her obligations as described in this service contract and if the Mechanical Breakdown is not excluded under the exclusions section of this service contract. **Replacement parts can be of like kind and quality. This may include the use of new, used or remanufactured parts, as determined by ACSC.**
- The total of all benefits paid under this service contract will not exceed the \$10,000. The Contract Holder will be responsible for the cost of any repairs that exceed the maximum liability of ACSC under this service contract.
- Provider will reimburse the Contract Holder for motel and restaurant expenses up to \$75 per day for a maximum of three (3) days in the event of a Mechanical Breakdown covered by this service contract that occurs more than 100 miles from your home and results in a Repair Facility keeping the vehicle overnight. The maximum benefit per occurrence is \$225. To receive motel and restaurant reimbursement, the Contract Holder must supply ACSC with his/her receipts from the providers of such services.
- Provider will reimburse the Contract Holder for the cost of renting a replacement vehicle while covered repairs are being performed, subject to the following limitations:
  - (1) Rental reimbursement will not be authorized until the repairs have been authorized by ACSC;
  - (2) To receive rental reimbursement, the Contract Holder must supply ACSC with a receipt from a licensed rental agency. The number of days for which rental reimbursement is provided will be based on labor time charged to do the repair(s). One day rental will be authorized for parts delay, inspection of breakdown, and/or four (4) hours to do repairs. An additional day of rental will be authorized for every additional eight (8) hours of labor time charged to do the repairs.
  - (3) The limit on reimbursement is \$35 per day for a maximum of six (6) days per Mechanical Breakdown or series of Mechanical Breakdowns related in time or cause;
  - (4) Rental expense does not include fuel costs, rental insurance, or any other additional costs associated with the rental. These are non-covered items.

## COVERED PARTS

Only the following parts listed by name in each section will be covered by this Contract and only in instances where any item from the "EXCLUSIONS" section does not apply. (Taxes and fluids needed for authorized repairs are also included). Section Headings [e.g. (1) Engine ] are not meant to imply any coverage and serve only to denote the individual categories of the covered parts listed inside each section. Use of non-original manufacturer's parts in covered repairs is allowed.

### (1) Engine Coverage:

- The following internal moving parts requiring lubrication are covered: pistons, rings; connecting rods & bearings; crankshaft & main bearings; camshaft & cam bearings; push rods; valves; springs; replaceable guides, lifters; rocker arms; rocker arm shafts & bushings; timing gear, chain, tensioners & retainers; oil pump located in oil pan.
- The following parts are covered only if damaged by one of the listed items above in the Engine Section: Engine head(s); engine block; cylinder barrels; timing cover; valve cover(s); eccentric shaft; oil pan.

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CLAIMS: 1-800-824-7059

## (2) Transmission Coverage:

- Transmission case if damaged by an internal moving part that requires lubrication to perform its function.
- All internal moving parts requiring lubrication to perform their function.
- Torque converter.
- Vacuum modulator.
- Filler tube and dipstick.
- I/C chips.
- Items such as but not limited to Clutch assemblies for automatic and manual transmissions; pressure plates; flywheels; throw out bearings; worn synchronizers; any cables in the transmission; electrical items in the transmission such as solenoids and sensors; snap rings and retainers; bands; and springs are NOT COVERED.

## (3) Front and Rear Differential(s) Coverage:

- All internal moving parts that require lubrication to perform their function.
- Differential housing; transaxle housing and final drive housing; *ONLY if damaged by the failure of an internal moving part that requires lubrication to perform its function.*
- Items such as but not limited to Clips; retainers; snap rings; springs; and pins are NOT COVERED.

## (4) Transfer Case Coverage:

- All internal moving parts requiring lubrication to perform their function.
- Items such as but not limited to Clips; retainers; snap rings; springs; and pins are NOT COVERED.

## (5) Cooling System Coverage:

- Water Pump (*ONLY if failure is caused by the impeller shaft; bearings; bushings; and/or housing.*)

## (6) Turbo/Supercharger Coverage: (*Coverage in this section is only afforded if the Turbo/Supercharger Option is selected on the Declaration Page*)

- Housing
- All internal parts which require lubrication to perform their function inside the housing.
- Vanes.
- Shafts.
- Bearings.
- Items such as but not limited to Clips; retainers; snap rings; springs; and pins are NOT COVERED.

## (7) A/C Coverage: (*Coverage in this section is only afforded if the Powertrain Enhanced Policy was purchased*)

- Compressor.
- Condenser.
- Evaporator.
- Expansion valve.
- Blower motor.
- The following components are also covered if required in connection with the repair of an above listed component:
  - Accumulator/receiver dryer.
  - Orifice tube.
- Items such as but not limited to seals; AC lines and hoses; high and low pressure cut off switches; cycling switches; blower resistors are NOT COVERED.

## (8) Fuel Coverage: (*Coverage in this section is only afforded if the Powertrain Enhanced Policy was purchased*)

- Fuel delivery pump.
- Fuel injection pump.
- Metal Fuel Delivery Lines.
- Items such as but not limited to injectors; clips; springs; retainers; regulators are NOT COVERED.

## (9) Electrical Coverage: (*Coverage in this section is only afforded if the Powertrain Enhanced Policy was purchased*)

- Alternator.
- Voltage Regulator.
- Starter motor.
- Ignition switch. (*This does not include the lock cylinder.*)
- Front and rear window wiper motor.
- Headlamp switch.
- Turn signal switch.
- Rear defogger switch.
- Heater/A.C. blower speed switch.
- Power window motor and regulator.
- Power window switch.
- Power door lock actuator.
- Power door lock switch.

## (10) Seals & Gaskets Coverage:

- Seals and Gaskets are replaced only as part of repair or replacement of the above covered components. Leaking gaskets or seals are not covered as individual repairs.

## EXCLUSIONS – WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER

This Contract excludes the following from any coverage. ACSC will not cover or acknowledge responsibility for:

- (1) Repair or replacement of a covered component/part (part listed above in the "COVERED PARTS" section) to correct conditions that may reasonably be assumed by ACSC to have existed at the inception date of the coverage provided by this contract or to have occurred during the first 30 days or 1000 miles after the purchase of the contract (*Pre-existing conditions*);
- (2) A Breakdown caused by lack of manufacturer's recommended maintenance (See "CONTRACT HOLDER OBLIGATIONS" Bullet);

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION  
CLAIMS: 1-800-824-7059

- (3) A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants;
- (4) A Breakdown caused by a failure to replace seals or gaskets in a timely manner;
- (5) Repair of any parts used, added, or replaced during a covered repair which are not necessary to the completion of covered repair or were not damaged by the failure of a Covered Part (*Such replacement is considered betterment and is not covered by this Contract*);
- (6) Any repair that is covered by another company's warranty or service contract such as but not limited to the manufacturer's warranty, parts supplier or repairer guarantee, or another after-market service contract;
- (7) Any cost or other benefits for which the manufacturer has announced its responsibility such as but not limited to service recalls;
- (8) Cost or other damages caused by operating the vehicle after any part failure, with or without the consumer's knowledge of the original failure;
- (9) Any liability, cost or damages the Contract Holder may incur to the benefit of any third parties other than ACSC approved repair or replacement of Covered Parts which caused a Mechanical Breakdown;
- (10) A Breakdown caused by overheating, rust, or corrosion;
- (11) A Breakdown caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, flood, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force with respect to the vehicle;
- (12) Loss of use, loss of time, loss profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that results from a Breakdown;
- (13) Liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of the vehicle, whether or not related to Breakdown;
- (14) Any part not covered by, or excluded by the original manufacturer's warranty;
- (15) Vehicles that have been modified in any manner after leaving the manufacturer (see "DEFINITIONS" – "Modifications");
- (16) Failure of a covered component by a non-covered component;
- (17) Failure of a non-covered component caused by a covered component;
- (18) Damage caused by operation of a vehicle that has been impaired in some manner;
- (19) A gradual reduction in operating performance due to normal wear and tear, such as but not limited to valve guides, valves, rings, and transmission clutch pack discs and bands;
- (20) Frame or structural separation including but not limited to stripped bolts and stripped threads;
- (21) Service adjustments and cleaning;
- (22) Any repairs to a vehicle with a title indication of salvage, junk, rebuilt or other designation indicating that the vehicle had been stolen, wrecked, destroyed, water damaged, or otherwise to the extent that it was considered to be uneconomical to repair, total mileage is unknown, or lemon law buyback;
- (23) Any repositioning, refitting, realignments, or body adjustments.

## DEDUCTIBLE

The Contract Holder is responsible for paying a \$100 deductible for each visit to a Repair Facility on approved claims, unless another deductible option is purchased.

## OPTION TO PURCHASE ANOTHER SERVICE CONTRACT WHEN CURRENT CONTRACT EXPIRES

The Contract Holder may request to purchase another service contract when this service contract expires if all of the following criteria are satisfied: (1) The purchase is made at least thirty (30) days and 1000 miles prior to the expiration of the current service contract; (2) The vehicle and all service records are made available for inspection at Provider's request; and (3) The vehicle must qualify for terms of the new service contract based on mileage and age of vehicle when the request for the new service contract is made. The cost for the new service contract will be based on then current rates. If you have any questions or wish to purchase a new service contract, contact the selling marketer or call 1-800-824-7059.

## COMMERCIAL USE DEFINED

A "Commercial Use" vehicle is defined as a vehicle registered to a business and/or used for business purposes. Also, vehicles that are used in excess of manufacturer's gross vehicle weight or for excessive hauling and/or pulling are excluded from coverage hereunder. Tow trucks, snowplows, Taxis, vehicles used for farm or agricultural uses, limos, and police vehicles are specifically excluded from coverage hereunder.

## HOW THIS CONTRACT MAY BE CANCELED, INCLUDING REFUNDS AND CHARGES

- The Contract Holder may cancel this Contract by contacting the Direct Marketer (*Seller*) listed on the Declaration Page of this Contract by phone.
- Cancellation is not complete until notification is received by the Administrator.
- Cancellation in the first 30 days will result 100% of the paid premium being refunded.
- Contract Holders failing to obtain cancellation service within 45 days should contact the Administrator at ACSC, P.O. Box 1231, Huntsville, AL 35805.
- The Contract Holder may cancel this Contract at any other time and receive a pro rata refund of the Total Contract Purchase Price based on the greater of the days in force or the miles driven compared to the total Contract Term, less the applicable cancellation fee and less claims if applicable in your state. The Term of this contract for cancellation purposes will be based on the date of purchase of the vehicle and the vehicle mileage on such date, except where stated otherwise in the Other Important Contract Information section.
- ACSC is primarily liable to provide any refund under this Contract.
- The applicable cancellation fee shall be \$50.00, except where stated otherwise in the Other Important Contract Information section.
- Refunds issued hereunder shall be issued less the value of any services received by the Contract Holder (*including claims paid*).

If you have any questions or problems regarding cancellation of this contract, you may contact ACSC, (*the Administrator*), by mail at: P.O. Box 1231, Huntsville, AL 35805, or phone 1-800-824-7059

## CANCELLATION (IF FINANCED)

- (1) We may cancel this Contract for non-payment of the Contract Charge, or for misrepresentation in the submission of a claim. We may cancel this Contract if Your Vehicle is found to be modified in a manner not recommended by the manufacturer.
- (2) In the event that your contract is cancelled for non-payment, no refund will be due.
- (3) **Returned Check Charge:** A returned check charge of \$30.00 will be assessed each time you pay us with a check or pre-authorized check that is returned unpaid. The funding party will post the returned charge to your balance due. Unpaid late fees will be posted to your balance due.
- (4) **Refund Policy for Pre-Authorized Check Payments:** If payment has been made by a pre-authorized check(s), you must submit all original cancelled pre-authorized check(s) to the funding party. For purposes of refund, photocopies of pre-authorized check(s) are not accepted. With receipt of your refund, your original pre-authorized check(s) will be returned to you.
- (5) **Reinstatement:** If the Vehicle Service Contract is cancelled due to non-payment, we reserve the option to reinstate the Agreement. As a condition of reinstatement, any reinstatement request must be made within thirty (30) days of cancellation and the full amount of the Contract price must be paid at the time of reinstatement. We will not be responsible for any Mechanical Failure to your vehicle during the first thirty (30) days and 1,000 miles from the effective date of the Reinstatement Notice.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION**  
**CLAIMS: 1-800-824-7059**

## WHAT TO DO IF YOU HAVE A MECHANICAL BREAKDOWN

- (1) Use all reasonable means to protect the vehicle from further damage. This may require you to stop the vehicle, turn off the engine, and have the vehicle towed.
- (2) If the vehicle is inoperable and needs to be towed, call Roadside Assistance toll free at 1-866-827-9805. Have your membership contract number ready before you call. Any payment of the costs of transporting the vehicle for service is provided under this service contract exclusively pursuant to the terms and conditions for emergency road service provided by Roadside Assistance.
- (3) In-home service is not provided under this service contract.
- (4) Present this service contract to the Repair Facility and have a representative of the Repair Facility call ACSC toll free at 1-800-824-7059 to obtain prior authorization for any repairs. No claims will be paid without prior authorization. Prior to proceeding with any repairs, the Repair Facility must call ACSC with an estimate of the cost of repairs and receive an authorization number from ACSC.
- (5) Fax or mail any maintenance receipts if requested. ACSC can be reached via fax at 1-256-851-6828 or through the mail at P.O. Box 1231, Huntsville, AL 35805.
- (6) Emergency repairs occurring outside of normal business hours are eligible for cash reimbursement consideration. The Contract Holder should take the vehicle to a licensed repair facility and authorize the work themselves, after which, reimbursement consideration may be obtained by the Contract Holder only if he/she follows the above procedures on the first business day after such emergency repairs are performed.

## WHAT ACSC WILL DO WHEN YOU REPORT A CLAIM

The Claims Department of ACSC is responsible for the performance of Provider under this Contract. Upon the filing of a claim under this service contract, ACSC will verify the validity of the service contract (*which includes determining that the person making the claim is the proper holder of this service contract, that the vehicle to which the claim relates is covered by this service contract, and that the service contract is still in force*), verify the Mechanical Breakdown with the Repair Facility, verify coverage of the Mechanical Breakdown under this service contract, and authorize repair of Covered Parts (*which includes providing the Repair Facility with an authorization code and confirming cost of repair*). ACSC reserves the right to inspect the vehicle at the time of repair. Payment is provided through direct billing, credit card, or reimbursement of the Contract Holder.

## HOW THIS CONTRACT MAY BE TRANSFERRED

The rights and duties of the Contract Holder under this service contract may be transferred in connection with the sale of the vehicle directly to another private party, but only if the Contract Holder: (1) Sends a completed transfer application to ACSC within thirty (30) days of the sale or transfer of the vehicle; and (2) encloses a \$50.00 transfer fee. Only the original Contract Holder may transfer this service contract. The Contract Holder may not transfer this service contract if the vehicle is traded or sold to or through any entity other than a private party. In the event the vehicle is a total loss or is repossessed, any rights and obligations under this service contract immediately transfer to the lien holder, if any. The Contract Holder must provide the new owner of the vehicle with copies of all receipts as listed under the section of this service contract entitled "CONTRACT HOLDER OBLIGATIONS".

## TRANSFER APPLICATION

To transfer this service contract, complete the following and mail it along with a photocopy of the front of this service contract to:  
ACSC, P.O. Box 1231, Huntsville, AL 35805

*Please transfer this service contract to the new owner of the vehicle as set forth below. I am transferring this service contract in accordance with the provisions stated in the service contract. In order to transfer I am enclosing with this Application a \$50.00 check or money order payable to ACSC*

Name of New Owner \_\_\_\_\_ Date of Transfer \_\_\_\_\_

Address \_\_\_\_\_ City, ST, Zip \_\_\_\_\_

Odometer Mileage on Date of Transfer \_\_\_\_\_

Signature of Vehicle Purchaser \_\_\_\_\_ Signature of Vehicle Seller \_\_\_\_\_

*Verification that the vehicle has been maintained as required by this service contract must be supplied by the vehicle seller to the vehicle purchaser. Transfer will be valid when the vehicle purchaser receives a confirmation letter from ACSC.*

## PROVIDER'S RIGHT TO CANCEL THIS SERVICE CONTRACT

ACSC may cancel this service contract and/or deny any claims presented under this service contract if:

- The Contract Holder fails to pay any amount when due.
- ACSC discovers fraud or material misrepresentation by the Contract Holder in obtaining this service contract or in presenting a claim for service hereunder, including, but not limited to, whether the vehicle title indicates that the vehicle was salvaged or rebuilt.
- ACSC discovers an act or omission by the Contract Holder, or a violation by the Contract Holder of any condition of this service contract, that occurred after the effective date of this service contract and that substantially and materially increases the service required under this service contract, including but not limited to: failure of the odometer of the vehicle to record the actual mileage of the vehicle after the effective date of this service contract and/or the actual mileage of the vehicle cannot be established to a reasonable degree of certainty at the time of sale; if there is a lack of required maintenance; operation of the vehicle without coolant or lubricant; and use of the vehicle for commercial purposes (*unless the Commercial Use option is purchased*).

In the event this service agreement is canceled by the Provider, return of premium shall be based upon 100% of unearned pro rata purchase price. In the event that your contract is cancelled for non-payment, no refund will be due.

**Returned Check Charge:** A returned check charge of \$25.00 will be assessed each time you pay us with a check or pre-authorized check that is returned unpaid. The funding party will post the returned charge to your balance due. Unpaid late fees will be posed to your balance due.

**Refund Policy for Pre-Authorized Check Payments:** If payment has been made by a pre-authorized check(s), you must submit all original cancelled pre-authorized check(s) to the funding party. For purposes of refund, photocopies of pre-authorized check(s) are not accepted. With receipt of your refund, your original pre-authorized check(s) will be returned to you.

**Reinstatement:** If this service contract is cancelled due to non-payment, we reserve the option to reinstate the Agreement. As a condition of reinstatement, any reinstatement request must be made within thirty (30) days of cancellation and the full amount of the purchase price must be paid at the time of reinstatement. We will not be responsible for any Mechanical Breakdown to your vehicle during the first thirty (30) days and 1,000 miles from the effective date and miles at the time of reinstatement.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION**  
**CLAIMS: 1-800-824-7059**

## DISPUTES ABOUT THIS SERVICE CONTRACT

The Contract Holder agrees that any controversy or claim arising out of or related to this service contract, or the breach thereof, will be resolved by arbitration administered by the American Arbitration Association ("AAA"). Matters involving damages of less than \$10,000 will be resolved pursuant to the AAA's Arbitration Rules for the Resolution of Consumer-Related Disputes and matters involving damages of \$10,000 or more will be resolved by a single arbitrator pursuant to AAA's Commercial Arbitration Rules. For a copy of procedures to follow to file a claim or other information regarding arbitration, contact AAA, 335 Madison Ave., NY, NY 10017 or online at [www.adr.org](http://www.adr.org). All disputes regarding this service contract will be subject to the laws of the State of Alabama.

**NOTICE OF ARBITRATION AGREEMENT:** This agreement provides that all disputes between you and the Provider will be resolved by **BINDING ARBITRATION**.

You thus **GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights under this contract (**EXCEPT** for matters that may be taken to **SMALL CLAIMS COURT**).

Your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** a judge or jury. You are entitled to a **FAIR HEARING**, **BUT** the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT**. Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW** BY A COURT.

**FOR MORE DETAILS:** Review "DISPUTES ABOUT THIS SERVICE CONTRACT"

## OTHER IMPORTANT CONTRACT PROVISIONS

This service contract is not issued by the vehicle manufacturer or the wholesale company marketing your motor vehicle. This service contract will not be honored by the vehicle manufacturer or such wholesale company.

*Purchase of this Contract is not required to purchase or obtain financing for the Vehicle.*

The obligation of the Provider to perform under this Contract is insured by Vehicular Service Insurance Company Risk Retention Group, Norman Oklahoma. In the event the Provider fails to pay that which it is legally obligated to pay within 60 days after proof of loss has been filed with ACSC, the Contract Holder may file a claim under the insurance policy by mailing a copy of the adjudication to VSIC, RRG at their above address or toll-free at 1-800-824-7059. If this Service Contract was purchased in the State of Washington, such a claim may be made to ACSC, at any time.

This Contract contains the complete agreement between the parties and is not valid unless either signed by both the Contract Holder and an authorized representative of the Provider or agreed to and purchased over the telephone by the consumer.

## OTHER STATE REQUIREMENTS/DISCLOSURES

*The Following Special State Requirements and/or disclosures apply if this Contract was purchased in one of the following states and supersede any other provision herein.*

### ALABAMA

This paragraph under "HOW THIS CONTRACT MAY BE CANCELED, INCLUDING REFUNDS AND CHARGES" is replaced in its entirety with the following:  
*If no claim has been made under this Contract, the Contract Holder is entitled to cancel this contract within Twenty (20) Days of the date the Contract was mailed or within Ten (10) Days of delivery if the Contract was delivered at the time of initial sale and receive a full refund of the purchase price. If the Contract is cancelled after the first Twenty (20) Days, a pro rata refund will be calculated less the application cancellation fee in the amount of Twenty Five dollars (\$25.00). A ten percent (10%) penalty per month shall be added to a refund not paid or credited within Forty-Five (45) Days after return of the Contract to the Provider.*

### ALASKA

The Contract Provider must return any unearned premium within Forty-Five (45) Days of receipt of a request for cancellation or the effective date of cancellation, whichever is later. The Contract Provider may charge cancellation fee of seven and one half percent (7.5%) of the unearned premium, not to exceed fifty dollars (\$50.00). The Contract Provider must provide the Contract Holder notice of cancellation for nonpayment no less than Twenty (20) days prior to the effective date of cancellation. Notice of Cancellation for conviction of the Contract Holder of a crime which increases a hazard insured against or for discovery of fraud or material misrepresentation by the insured shall be given at least 10 days prior to the cancellation date. Notice of Cancellation for all other reasons must be given at least Sixty (60) days prior to the cancellation date.

### ARIZONA

The Contract Holder may cancel this contract and receive a pro rata refund based on the Policy outlined by the Contract Provider with the following exception: No claim incurred or paid shall be deducted from the amount to be refunded. State law and Administrative Code supersede any other provision herein. The Contract Holder may contact the Arizona Department of Insurance at 1910 North 44th Street #210, Phoenix, AZ 85019-7256.

### COLORADO

The Contract Holder may not cancel this contract unless requested by the LIENHOLDER or in the event of a total loss. Proof of loss must be provided. The Contract Provider may cancel the contract under the terms and conditions outlined in the section entitled "PROVIDERS RIGHT TO CANCEL THIS CONTRACT".

### CONNECTICUT

If the term of the service Contract is less than one year, the term shall be automatically extended for the period of time the vehicle is in the custody of the repair facility for services authorized by the Contract Provider. Resolution of Disputes: In the event the Contract Holder and the Contract Provider fail to agree on an equitable resolution of a dispute arising regarding the coverage afforded under the terms of the service contract; the Contract Holder may send a written complaint, containing a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the service contract to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION**  
**CLAIMS: 1-800-824-7059**

#### GEORGIA

The Contract Holder may cancel this contract at any time and receive a pro rata refund of the Total Contract Purchase price based on the greater of days in force or the miles driven compared to the total Contract term. The deduction of claims paid or an assessment of a cancellation fee is not allowed. The Contract Provider may only cancel the contract for fraud, material misrepresentation or for nonpayment and issue a pro rata refund if the total Contract price based on the greater of days in force or miles dived compared to the total Contract term. The notice of cancellation must be in writing and comply with 33-24-44 of the Georgia Code. If a refund is not paid or credited within Sixty (60) Days after proof of loss is filed, the Contract Holder may file a claim with the insurance company.

The section "EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER" is amended as follows:

- *Mechanical failure of any parts covered in this contract if any hi-performance, competition or other non- standard equipment has been installed in described vehicle or if any engine parts as supplied by vehicle manufacturer have been disconnected or altered to increase performance while owned by you.*
- *Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed or known to you to have existed at the inception date of the coverage provided by this contract (Pre-existing conditions).*
- *The information provided by you or the repair facility cannot be verified as accurate or is found to be inaccurate. This Exclusion does not apply to Georgia residents.*

#### IDAHO

The Contract Holder may cancel the Contract in the event the motorcycle/snowmobile is returned, sold, lost, stolen or destroyed and receive a pro rata refund in accordance with the terms of the Contract. Coverage's under this motor motorcycle/snowmobile is not guaranteed by the Idaho Insurance Guaranty Association.

#### ILLINOIS

The Contract Provider may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Contract price or Fifty Dollars (\$50.00).

#### IOWA

The Contract Holder may contact VSIC, RRG (the Contract Provider) by mail at P.O. Box 1231, Huntsville, AL 35810, or phone 1-800-824-7059, or the Iowa Securities Bureau at 340 Maple Street, Des Moines, Iowa 50319-0066 or phone 1-(515)-281-441.

#### KENTUCKY

"Breakdown" or "Mechanical Breakdown" means the event caused by the total failure of any covered part to work as it was designed to work in normal service including defects in material and workmanship.

#### NEBRASKA

ACSC (*The Administrator*) shall pay on behalf of the Insured all sums which the Insured is legally obligated to pay according the Insured's contractual obligations under and in accordance will all the terms of the Service Contracts issued or sold by the Insured.

#### NEVADA

If no claim has been made under this Contract, the Contract Holder is entitled to cancel this contract within Twenty (20) Days of the date the Contract was mailed or within Ten (10) Days of delivery if the Contract was delivered at the time of initial sale and receive a full refund of the purchase price. A ten percent (10%) penalty per month shall be added to a refund not paid or credited within Forty Five (45) Days after return of the Contract to the Provider. If the contract is cancelled after Twenty (20) Days the Contract Provider may assess a fee of Fifty dollars (\$50.00). Claims paid or pending may not be deducted. The Contract Provider cannot cancel the Contract after Seventy (70) Days except for nonpayment of the Contract price or a material misrepresentation related to obtaining this contract or making a claim. The cancellation of the Contract will become effective Fifteen (15) Days after the notice of cancellation is mailed to the Contract Holder. If this Contract is cancelled by the provider a cancellation fee may not be charged.

#### NEW MEXICO

A ten percent (10%) penalty per month shall be added to a refund not paid or credited within Sixty (60) Days after return of the Contract to the Provider. The Contract Provider cannot cancel a contract that has been in effect for at least Seventy (70) Days except for: (1) non-payment (2) Conviction of a crime that results in an increase in the service required under the service contract (3) the discovery of fraud or material misrepresentation (4) or discover of either an act or omission by the Holder or a violation by the Holder of any condition of their service contract if it incurred after the effective date of the service contract and substantially and materially increased the service required under the contract. The cancellation of the contract will become effective Fifteen (15) Days after notice of cancellation is mailed to the Contract Holder.

#### NEW YORK

A ten percent (10%) penalty per month shall be added to a refund not paid or credited within Thirty (30) Days after return of the Contract to the Provider.

#### NORTH CAROLINA

The Contract Holder may cancel this Contract at any time after purchase and a pro rata refund will be calculated less the applicable cancellation fee in the amount of Fifty dollars (\$50.00) or ten percent (10%) of the pro rata refund, whichever is less. A ten percent (10%) penalty per month shall be added to a refund not paid or credited within Sixty (60) Days after return of the Contract to the Provider.

#### OKLAHOMA

The section titled "HOW THIS CONTRACT MAY BE CANCELED, INCLUDING REFUNDS AND CHARGES" is amended as follows:

*The Contract Holder may cancel this Contract by contacting the Direct Marketer (Seller) listed on the Declaration Page of this Contract by phone. Contract Holders failing to obtain cancellation service within 45 days should contact the Administrator at ACSC, P.O. Box 1231, Huntsville, AL 35805. The Contract Holder may cancel this Contract at any time. In the event of cancellation of the contract within the first 30 days and having no claim authorized or paid, the Contract Holder is entitled to a full refund. If the Contract Holder cancels the contract after 30 days, or has made a claim within the first 30 days, the Contract Holder shall receive 90% of the unearned pro rata contract purchase price less fifty dollars (\$50) and claims paid. If the administrator cancels the contract, 100% of the premium will be refunded.*

**Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.  
Oklahoma does not review commercial service warranty contract language (only personal).**

#### SOUTH CAROLINA

The Contract Holder may cancel or submit a claim on this contract by contacting the Contract Provider. A ten Percent (10%) penalty per month shall be added to a refund not paid or credited within Forty Five (45) Days. If the matter has not been resolved within sixty (60) Days after proof of loss has been submitted, the Contract Holder may contact the South Carolina Department of Insurance, P. O. Box 100105, Columbia, South Carolina 29202. (800) 768-3467.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION  
CLAIMS: 1-800-824-7059**

TEXAS

This paragraph under "HOW THIS CONTRACT MAY BE CANCELED, INCLUDING REFUNDS AND CHARGES" is replaced in its entirety with the following:

*If no claim has been made under this Contract, the Contract Holder is entitled to cancel this contract within Twenty (20) Days of the date the Contract was mailed or within Ten (10) Days of delivery if the Contract was delivered at the time of initial sale and receive a full refund of the purchase price. If the Contract is cancelled after the first Twenty (20) Days, a pro rata refund will be calculated less the application cancellation fee in the amount of Twenty Five dollars (\$25.00). A ten percent (10%) penalty per month shall be added to a refund not paid or credited within Forty-Five (45) Days after return of the Contract to the Provider.*

WASHINGTON

This paragraph under "HOW THIS CONTRACT MAY BE CANCELED, INCLUDING REFUNDS AND CHARGES" is replaced in its entirety with the following:

*If the Contract is cancelled after the first Thirty (30) Days, a pro rata refund will be calculated less the application cancellation fee in the amount of Twenty Five dollars (\$25.00). A ten percent (10%) penalty per month shall be added to a refund not paid or credited within Thirty (30) Days after return of the Contract to the Provider.*

WEST VIRGINIA

The Contract Holder may cancel this Contract by contacting the dealership or ACSC at P.O. Box 1231, Huntsville, AL 35805. The Contract Holder may cancel this Contract at any other time and receive a pro rata refund of the Total Contract Purchase Price based on the greater of the days in force or the miles driven compared to the total Contract Term, less the applicable cancellation fee and less claims if applicable in your state. The Term of this contract for cancellation purposes will be based on the date of purchase of the service contract and the vehicle mileage on such date. ACSC is primarily liable to provide any refund under this Contract.

WYOMING

If no claim has been made under this Contract, the Contract Holder is entitled to cancel this Contract within Thirty (30) Days of the date of the Contract and receive a full refund. If you financed this Contract Price, the terms of the financing are contained in a separate agreement entered into between YOU and the LIENHOLDER. The LIENHOLDER may not cancel this contract but may be shown as joint payee on any refund issued. If the Contract Provider cancels this Contract, a written notice will be mailed to you at your last known address contained in their records at least Ten (10) Days prior to cancellation. The notice will state the effective date of cancellation and the reason for cancellation. The Provider will not send you an advance notice if the reason for cancellation is nonpayment of the Contract price, a material misrepresentation by the Contract Holder to the Provider or a substantial breach of duties by the Contract Holder relating to the motorcycle/snowmobile or its use. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within Forty Five (45) Days after return of the service contract to the provider.

*The Remainder of this page is left blank.*

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CLAIMS: 1-800-824-7059