

Veritas Guard Service Contract

SECTION I. DEFINITIONS

The following definitions apply to words frequently used in this contract:

1. **Administrator** means **Central Administrative Service Corporation of Florida, INC doing business as Veritas Global Protection of Florida** a company located at **4830 West Kennedy Boulevard, Suite 500, Tampa, FL 33609**, with phone number **(877) 854-5641**. The **Administrator's Florida Company Code Number is 33922 and Florida License Number is 18-82420685**.
2. **Agreement, Service Agreement, Service Contract, Vehicle Service Contract, or Contract** means this **Veritas Guard Service Contract** that is by and between **You and Us**.
3. **Contract** means this Service Contract. **The Application Page and the Terms and Conditions** comprise this **Contract**.
4. **Coverage** means the component protection **You** have chosen, as shown on the Application Page.
5. **Deductible** means the Deductible amount **You** will need to pay, as shown on the Application Page for each covered Failure repair visit.
6. **Option and/or Surcharge** means any additional amount charged to **You** for Coverage under this Service Contract and indicated on the Application Page. The **4 x 4/AWD, Diesel, Turbo/Supercharger, Hybrid, Lift Kit, and Snow Plow Options** are mandatory as they apply.
7. **Failure: Means the Failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely due to its condition, and not due to the action or inaction of any non covered parts. In addition, a Failure will be deemed to have occurred when a covered part has worn beyond the manufacturer's tolerances allowed for the particular Vehicle at the mileage when the problem occurs.**
8. **Vehicle** means the Vehicle which is described on the Application Page, which cannot be used for rental, emergency or for hire purposes.
9. **We, Us, Our** means the entity who is obligated to perform under **this Contract (the "obligor")**. **The obligor of this Contract is Central Administrative Service Corporation of Florida, INC doing business as Veritas Global Protection of Florida** a company located at **4830 West Kennedy Boulevard, Suite 500, Tampa, FL 33609**, with phone number **(877) 854-5641**. **Our Florida Company Code Number is 33922 and Florida License Number is 18-82420685**.
10. **Commercial Use** means Vehicles used for Farming or Ranching, Route Work (excludes Snow Removal), Job-Site Activities, Service or Repair Work and Delivery of Goods. Usage must not exceed manufacturer's ratings and/or limitations and Vehicle cannot exceed 10,000 lbs.
11. **You, Your** means the **Contract** holder named on the **Application Page** or the person to whom this Contract was properly transferred.
12. **Waiting Period** means the period of time and mileage that must transpire before a claim may be filed hereunder. **Unless otherwise indicated on the Application Page of this Contract, there is no waiting period. If a Waiting Period is indicated on the Application Page of this Contract, then the period of time and mileage as indicated on the Application Page of this contract must transpire from the Effective Date and Effective Mileage of this Contract before a claim may be filed. If there is a waiting period, the waiting period time and mileage shall be added to the end of the contract term.**

SECTION II. TERMS AND CONDITIONS

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

1. **Contract Period: Coverage** under this **Contract** begins immediately and will expire according to the time/mileage of the **Contract** selected, whichever occurs first, as shown on the Application Page. The **Effective Dates** and **Effective Miles** fields on the **Application Page** represents the mileage and date in which this **Coverage** begins. The **Expiration Date** and **Expiration Miles** fields on the **Application Page** represent the date and/or mileage when this **Coverage** will expire, based on whichever occurs first.
2. **Failure of Covered Parts: We will pay on behalf of or reimburse You for the reasonable costs to repair or replace any of the parts included in Your Coverage which cause a Failure. At our discretion, replacement parts may be new, remanufactured or replacement parts of like kind and quality. Sales tax will be authorized for covered Failures only when required by the applicable state where the repair is taking place.**
3. **Territory:** This Contract is limited to Failures which occur, and repairs that are made, within the United States of America (excluding U.S. territories and possessions) and Canada.
4. **Limits of Liability: The aggregate limit of liability for each Service Contract will be the greater of the average trade in value of the vehicle as provided by the NADA guidelines as of the date of a filed claim, or \$12,500. Once the maximum limit of liability has been reached, as defined above, this contract, its transfer and cancellation rights terminate.**
5. **Our Right to Recovery:** If **We** pay anything under this **Contract** and **You** have a right to recover from another party, **Your** rights will become **Our** rights up to the amount **We** paid. **You** will do whatever is reasonably necessary to enable **Us** to enforce these rights.
6. **Transfer Rights: This Contract is for the benefit of the original Contract holder but is transferable subject to a transfer fee and inspection providing: a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable. b) Contract is being transferred to a subsequent private purchaser of Your Vehicle. (Transfer rights are voided when the Vehicle is traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of Vehicles.) You must submit the following: a) Complete a Transfer Application (Available from the Administrator) and submit to the Administrator. b) Provide a Bill of sale with the Transfer Application indicating the sale date and mileage at time of sale. c) Issue a check in the amount of twenty-five dollars (\$25.00) for the Transfer fee made payable to the Administrator, d) Provide all documents to the Administrator within sixty (60) days of the transfer of Vehicle ownership.**

7. **Deductible:** In the event of a **Failure** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to Coverage listed in the Additional Benefits section of this **Contract**. The **Deductible** amount **You** have to pay is shown on the Application Page for covered Failures on a per repair visit basis. Should a covered Failure require more than one visit to repair, only one Deductible will apply to that Failure. If no Deductible is checked on the **Administrator** copy of the **Application Page** of this **Contract**, the one-hundred dollar (\$100) **Deductible** will apply.
8. **Resolution of Disputes: READ THE FOLLOWING ARBITRATION PROVISION (“PROVISION”) CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.** As used in this provision, “You” and “Your” means the person or persons named in this Agreement, and all of his/her heirs, survivors, assigns and representatives. And “We” and “Us” shall mean the Obligor identified on the Declarations Page and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees and employees of any of the foregoing entities. Any and all claims disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Agreement or any prior agreement, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement (“Claim”), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association (“AAA”) in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the claim is filed. The terms of this Provision shall control any in-consistency between the AAA’s Rules and this Provision. You may obtain a copy of the AAA’s rules by calling (800) 778-7879. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § et seq. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision. This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provisions shall continue in force and effect subsequent to and notwithstanding the expiration of termination of this Agreement. Any and all disputes will be resolved in accordance with the laws of the State in which You reside. You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. **YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION, NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS TO ANY CLAIM.**
9. **Reinstatement:** In the event this **Contract** is cancelled, **We** reserve the right to approve or reject any and all requests for reinstatement. In the event we agree to Reinstatement, we reserve the right to impose a 30 day and 1,000 mile waiting period before any Claims may be approved.
10. **Contract Holder’s Maintenance Requirements: You must have Your Vehicle checked, serviced, and properly maintained in accordance with the manufacturer’s recommendations, as outlined in the Owner’s Manual. Your Vehicle’s Owner Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your driving habits and climate conditions. Failure to follow these recommendations may result in the denial of claims.**
11. **Oil Changes and Verifiable Receipts: In the event of a Breakdown, We may request oil change and/or service records to verify that maintenance has been properly done. You are responsible for keeping all service records and/or receipts. Failure to provide this documentation when requested by Us in the event of a claim may result in the denial of a claim.**
12. **Labor Rates and Parts: We shall only be required to pay the average labor rate in a twenty (20) mile radius from the location of Breakdown. Further in the event of a covered repair, We shall only be required to repair the Vehicle with parts and/or components that we select, including the use of used, remanufactured, refurbished, or reconditioned parts and/or components. At the administrator’s request the vehicle may be moved to another repair facility.**
13. **This is not an insurance policy, it is a Motor Vehicle Service Agreement, as defined in Chapter 634 of the Florida statutes.**

SECTION III. WHAT TO DO IN THE EVENT OF A FAILURE OR BREAKDOWN

Filing a Breakdown Claim: If **Your Vehicle** incurs a Breakdown, You must take the following steps to file a claim:

1. **Prevent Further Damage- Immediately take action to prevent further damage to Your Vehicle. The operator of Your Vehicle is responsible for observing Vehicle warning lights, gauges, and sensory items that indicate a potential Breakdown. Upon this observation, you must immediately arrange for the vehicle to be diagnosed, and cease operating the Vehicle. Failure to properly take this action or the continued operation of Your Vehicle may result in the denial of claims.**
2. **If Your Vehicle breaks down, return to the issuing Dealer or an ASE-certified mechanic during normal service department hours. If this is not possible, take Your Vehicle to an ASE-Certified licensed repair facility (You may contact us for assistance in locating a repair facility).**

3. Obtain Authorization from the Administrator- Once You have taken Your vehicle to the Dealership or an authorized repair facility, give them your Contract Number. **We must be contacted at (877) 854-5641 to obtain authorization to proceed with the claim. Any claim for repairs without prior authorization from Us WILL BE denied, with the exception of Emergency Repairs as defined in this section of the Contract.** The amount authorized by Us will be the maximum amount that will be paid for repairs covered under the terms of this Contract. Any additional amount must obtain additional approval from Us by contacting the same number as stated above.
4. If applicable, Authorize Tear-Down and/or Inspection- In some cases, You may need to authorize the licensed repair facility to inspect and/or tear down Your Vehicle in order to determine the cause of failure and cost of the repair. We will pay this fee, up to the maximum market rate amount; if the breakdown is a Covered Repair. The repair facility must get prior authorization to begin the teardown by calling the claims number as stated above. We reserve the right to request you take your vehicle to another repair facility.
5. Review Coverage- After We have been contacted, review with the repair facility what will be covered under this Contract.
6. Pay any Deductible (If Applicable)- We will reimburse or pay to the Dealer, repair facility, or You, for the cost of authorized repairs performed on Your Vehicle, less any applicable Deductible. All repair orders and documentation must be submitted to Us within thirty (30) days by the Dealership, repair facility, or You to qualify for payment.

Emergency Repairs: Should an emergency occur which requires a repair of a Breakdown to be made at a time when Our office is closed, and failure to repair the Breakdown immediately will either 1) render Your Vehicle unsafe to drive, 2) result in further damage to Your Vehicle or, 3) cause other components on Your Vehicle to fail, follow the claim procedures above without authorization, and We will make reimbursement to You or the Authorized Repair Facility in accordance with the provisions of this Contract if the Breakdown is a Covered Repair. You must contact Us within three (3) business days from the date of repair to determine if the repair is a Covered Repair. No Emergency Repairs will be reimbursed without authorization in excess of \$500.00 per occurrence. A REPAIR WILL NOT BE CONSIDERED AN EMERGENCY REPAIR UNLESS THE ABOVE CONDITIONS ARE MET.

For claims assistance, please contact Us, the Administrator at (877) 854-5641, NO CLAIMS WILL BE PAID UNLESS THE STEPS ABOVE ARE FOLLOWED.

SECTION IV. COVERAGE

The components listed below, within the Coverage level indicated on the Administrator copy of the Application are covered by the Contract. If no Coverage level is checked, Powertrain Coverage will apply. Except for Premier Coverage, components not listed are not covered.

POWERTRAIN: ENGINE (GAS/DIESEL): The following parts are covered: pistons, piston rings, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. The engine block and/or cylinder heads are also covered if the above-listed parts cause a Breakdown of the engine block and/or cylinder heads. **TURBO/SUPERCHARGER:** (Factory installed only): All internally lubricated parts of the factory installed turbocharger/supercharger. The turbocharger/supercharger housing is covered if the internally lubricated parts cause a Breakdown of the turbocharger/supercharger housing. **TRANSMISSION/TRANSAXLE:** All internally lubricated parts of Manual or Automatic Transmissions, including oil pump, drums, planetaries, sun gear and shell, shafts, bearings, side gears, carrier pinion gear, ring gear, shift rail, forks, synchronizers, and Torque Converter. Breakdown of the Transmission/Transaxle case is covered only if caused by the failure of an internally lubricated covered part. **DRIVE AXLE:** All internally lubricated parts. Drive axle housing is also covered if damage is caused by Breakdown of an internally lubricated part. **TRANSFER CASE:** All internally lubricated parts of the 4 x 4 Transfer Case. Breakdown of the Transfer Case is covered if caused by the failure of an internally lubricated part. **SEALS & GASKETS:** Seals and gaskets are only covered when required in connection with the replacement or repair of a covered part.

POWERTRAIN PLUS: Includes POWERTRAIN, plus the following: **ELECTRICAL:** Alternator, voltage regulator, heater fan, starter motor, starter solenoid, and starter drive. **AIR CONDITIONING:** Condenser, compressor, and evaporator. Orifice Tube and Accumulator/Receiver Dryer is also covered if required in connection with the repair of a covered part listed above. **SEALS & GASKETS:** Seals and gaskets are only covered when required in connection with the replacement or repair of a covered part.

POWERTRAIN ENHANCED: Includes POWERTRAIN, POWERTRAIN PLUS, plus the following: **ENHANCED ELECTRICAL:** Power window motors and regulator; power door lock actuators; power truck switch; and power antenna motor. **COOLING SYSTEM:** Cooling Fan; Cooling Fan motors; and fan clutch. **FUEL SYSTEM:** Fuel Pump; fuel injection pump; metal fuel lines; fuel pressure regulator; fuel sending unit; and fuel gauge. **AIR CONDITIONING:** Condenser, compressor, and evaporator. Orifice Tube and Accumulator/Receiver Dryer is also covered if required in connection with the repair of a covered part listed above. **SEALS & GASKETS:** Seals and gaskets are only covered when required in connection with the replacement or repair of a covered part.

DELUXE: Covers all of the following Parts/Components: **ENGINE – GAS/DIESEL:** Cylinder Block, Cylinder Head(s), Rotary Housing and all Internally Lubricated Parts contained within the engine including: Pistons; Piston Rings; Connecting Rod Bearings; Crankshaft; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Chain or 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; Fuel Pump; Oil Pump and Oil Pump Housing; Harmonic Balancer; Oil Pan; Timing Chain Cover; Intake and Exhaust Manifolds; Valve Covers; Engine Mounts; (The oil pan and valve covers are only covered if damaged by the Breakdown of a Covered Part). **TURBO/SUPERCHARGER:** (factory installed only) Turbocharger / Supercharger Housing and All Internally Lubricated Parts. (Housing is only covered if damaged by Breakdown of a Covered Part.) **TRANSMISSION:** (Automatic or Standard) Transmission Case and all Internally Lubricated Parts plus: Torque Converter; Flywheel/Flex Plate; Vacuum Modulator; Electronic Shift Control Unit; Transmission Cooler; Transmission Mounts; Oil Pan; Slave/Clutch Master Cylinder; Pilot Bearing; and Throw-Out Bearing. (Transmission case is covered if damage is due to the Breakdown of a Covered Part). **DRIVE AXLE ASSEMBLY:** (Front and Rear) Drive Axle Case; All Internally Lubricated Parts contained within the Drive Axle; Locking Hubs; Drive Shafts; Center Support Bearings; Universal Joints; Constant Velocity Joints; Axle Bearings; Four-Wheel Drive Actuator; and Differential Cover. (The drive axle housing is only

covered if damaged by the **Breakdown of a Covered Part.**) **TRANSFER UNIT:** Transfer Case and All Internally Lubricated Parts. (Transfer case is only covered if damaged by the **Breakdown of a Covered Part.**) **BRAKES:** Master Cylinder; Power Brake Cylinder; Vacuum/Hydro Assist Booster; Disc Brake Caliper; Wheel Cylinders; Compensating Valve; Brake Hydraulic Lines and Fittings; Hydraulic Control Unit; Hydraulic Trailer Brake Assembly and its Components. The following ABS Parts are also covered: Electronic Control Processor; Wheel Speed Sensors; Hydraulic Pump/Motor Assembly; Pressure Modulator Valve/Isolation Dump Valve; and Accumulator. **STEERING:** All Internally Lubricated Parts contained within the Steering Box; Rack and Pinion Gear; Power Steering Pump; Power Steering Hoses; Steering Knuckles; Pitman Arm; Idler Arm; Tie Rod Ends and Drag Link; Steering Dampner; Upper and Lower Steering Column Shafts and Couplings, including Internal Tilt-Wheel Mechanism; Steering Box and Rack and Pinion Gear Housings; Power Steering Assist Cylinder; Power Steering Pump Cooler; Twin "I" Beam & Bushings; and Steering Travel Stop. 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; Rack; and Tie Rod Ends. **ELECTRICAL COMPONENTS:** Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive; Engine Compartment Wiring Harness; Computerized Timing Control Unit; Electronic Ignition Module; Crank Angle Sensor; Knock Sensor; Ignition Switch; Ignition Switch Lock Cylinder; Front and Rear Window Wiper Motor, Washer Pump and Switch; Stop Lamp Switch; Headlamp Switch; Turn Signal Switch; Heater/A.C. Blower Speed Switch; Manual Heater/A.C. Control Head; Horns; Trailer Brake Wiring Harness; Auxiliary Power Supply Wiring; Exterior Cab Lighting; Auxiliary Fuel Tank Switching Unit and Switch. Electronic Instrument Cluster; Distributor; Ignition Coil; Electronic Combination Entry System (Does Not Include Transmitters and Receivers for Remote 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. **AIR CONDITIONING:** 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; and Pressure Cycling Switch. The following parts are also covered if they are required in connection with the repair of a **Covered Part** listed above and only if they have failed: Accumulator/Receiver Dryer; Orifice Tube; Oil and Refrigerant. **FRONT & REAR SUSPENSION:** Upper and Lower Control Arms; Control Arm Shafts and Bearings or Bushings; Upper and Lower Ball Joints; Radius Arm and Bushings; Torsion Bars, Mounts and Bushings; Stabilizer Bar, Links and Bushings; Struts; Strut Bearing Plates; Spindle and Spindle Support; Wheel Bearings; Pannard Bar; Track Bar; Suspension Bumpers; Leaf Springs; Leaf Spring Shackles and Hardware; Load Assist Shocks; Shocks; Load Assist Springs; and Coil Springs. Variable Dampening Suspension: Compressor; Control Module; Dampening Actuator; Solenoid; Struts; Height Sensor; and Mode Selector Switch. **FUEL SYSTEM:** Fuel Injection Pump and Injectors; Vacuum Pump; Fuel Tank; Fuel Tank Sending Unit; Metal Fuel Delivery Lines; Fuel Pressure Regulator; and Fuel Tank Switching Unit/Switch. **COOLING SYSTEM:** Engine Cooling Fan and Motor; Fan Clutch; Belt Tensioner; Radiator; Heater Core; Thermostat; Blower Motor; Hot Water Valve; Engine Oil Cooler; Cooler Lines and Fittings. **SEALS & GASKETS:** Seals and Gaskets are covered only in conjunction with a repair or replacement of the above **Covered Parts**. Minor loss of fluid or seepage is considered normal and is not considered a mechanical **Breakdown** and is not eligible for **Coverage**.

PREMIER (Exclusionary)- We will pay on behalf of or reimburse You for the reasonable costs to repair or replace a Breakdown or Failure of ALL OF YOUR VEHICLE'S PART(S) OR COMPONENT(S), including seals and gaskets, except for those components and conditions listed in the Exclusions section of this Contract.

SECTION V. EXCLUSIONS – WHAT IS NOT COVERED

Coverage is not provided under this Contract for any of the following Exclusions:

1. **Pre-Existing Condition(s): Any Vehicle found not to be in good mechanical order at the time this Contract is placed on the Vehicle, or any failure that occurred prior to the purchase of this Contract. Any breakdown and/or failure, whereby the cause of failure occurred due to a condition that pre-dated the purchase of this Contract shall also be expressly excluded from coverage.**
2. Any Breakdown that occurs during waiting period of this Contract, if one is indicated on the Application Page of this Agreement.
3. For damage to a covered part caused by the failure of a part that is not listed as covered under this Agreement.
4. When the responsibility for the repair is covered by an insurance policy, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Agreement), or a repairer's guarantee warranty regardless of their ability to pay. Further, Coverage under this Agreement is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, such as a recall.
5. **Any covered repair not authorized in advance by Us, except those Emergency Repairs, as outlined in this Contract.**
6. **Breakdowns where there has been continued operation of an impaired vehicle.**
7. Any covered repair not authorized in advance by Us, except those Emergency Repairs, as outlined in this Contract.
8. **Damage caused by continued operation of an impaired vehicle.**
9. Any aftermarket part or component that was installed in the Vehicle to replace an original manufacturer's part or component that is salvaged or was not replaced in accordance with the manufacturer's recommended specifications.
10. Repairs when Your Vehicle's odometer reading does not reflect the true mileage the vehicle has been driven for whatever reason.
11. Any breakdowns caused by any modifications, alterations, and/or additions to Your Vehicle, or if any modifications, alterations, and/or additions have been made to Your Vehicle You are using or have used Your Vehicle in a manner not recommended by the Manufacturer, including but not limited to, the failure of any custom or add on/aftermarket part regardless if supplied by a franchised dealer or not, all frame or suspension modifications, lift kits (unless the lift kit option is marked on the Application Page and not to exceed 8 inch of combined lift), oversized/undersized tires or wheels not recommended by the original manufacturer (unless lift kit option is marked on the Application Page and not to exceed 8 inches greater than the Manufacturer's specifications), trailer hitches. Also not covered are any emissions and/or exhaust

systems modifications, engine modifications, transmissions modifications, and/or drive axle modifications, which includes any performance modifications.

12. Any breakdowns caused by any use of Your Vehicle not recommended by the manufacturer, or if Your Vehicle is used for towing (unless your Vehicle is equipped with a factory installed or factory authorized tow package), or is used for Commercial Use (unless the Commercial Use option is selected on the Application Page and only as defined under the Commercial Use Add On Options section of this Agreement), or is used for snow removal (unless the Snow Plow option is selected on the Application Page of this Contract), rental, taxi, limousine, livery, or shuttle, towing/wrecker service, road repair, construction, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, off-road use, pre-arranged or organized racing, or competitive driving.
13. Repairs made outside of the United States and Canada.
14. Repairs required because of technician negligence, detonation, sludge or carbon deposits caused by negligence, contamination, rust and corrosion caused by negligence, and/or operation without the proper lubrication levels or fluid type.
15. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel including fuels containing more than ten-percent (10%) ethanol if the engine was not manufacturer for this mixture, excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants, or improper engine adjustments. Any mechanical Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication, or carbon buildup in cylinders.
16. Repairs required because You did not properly maintain Your Vehicle, as outlined in this Contract and/or Your failure to properly maintain Your Vehicle based off manufacturer's recommended maintenance guidelines or advice given by a repair facility or Dealership.
17. Repairs required because of fraud, collision, abuse, negligence, neglect, misuse, road hazards, off-road racing or use, vandalism, riot, theft, fire, war, acts of God, or the loss that is normally covered by Casualty and/or Collision insurance. Loss, damage, or expense resulting directly or indirectly from any intentional, dishonest, fraudulent, criminal or illegal act committed by You, Your employee or agent, or occurring due to confiscation or repossession.
- 18. Hybrid and electric batteries are expressly excluded from coverage.**
19. Repairs that are covered under a repairer's guarantee or another Service Agreement Provider's coverage, and/or repairs that are covered under an insurance policy, or a manufacturer and/or dealer customer assistance program or service agreement.
20. For any of the following parts: hoses, brake pads, brake linings/shoes, wiper blades, belts, thermostat housing, shock absorbers (not excluded under Premier and Deluxe Coverage), carburetor, air springs and air struts, headlight assemblies, taillamp assemblies, blind spot sensors, heated steering wheels, coolant reservoir tanks, fuse boxes (including SAM Modules and Total Integrated Power Modules), Oxygen (O2) sensors, vacuum pumps, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, LED lighting, fuses, circuit breakers, cellular phones, personal computers, pre-heated car systems, game systems, sun shades, radar detection devices, brake rotors and drums, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/ lines/valves, catalytic converter/filtering/sensors, gas cap/filler neck, weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, door handles, lift gate handles, tailgate handles, door bushings/bearings, hardware or linkage, tires, tire pressure sensors, wheel/rims, programming, reprogramming, or updating or maintaining a component that has not mechanically failed. Any equipment not installed by the manufacturer. External nuts, bolts, and fasteners are not covered unless they need to be replaced in connection with a Covered Repair. Engine block and cylinder heads are not covered if damage is caused by external overheating, freezing, or warping or any other part not listed in the coverage section.
21. The Costs of teardown, disassembly, or assembly when a Breakdown is not covered by this Agreement.
22. Any regular maintenance services as described and/or recommended by Your manufacturer.
23. For any safety related maintenance events required by Your state or the manufacturer of Your Vehicle or a Breakdown caused by the continued operation of the Vehicle in an overheated condition irrespective of thermostat failure or the lack of proper and necessary amounts of coolants or lubricants.
24. For any repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer under normal operating conditions.
25. Any repair that has been misdiagnosed by the Authorized Repair Facility and/or any cause of failure that cannot be verified as accurate or is found to be inaccurate.
26. All Commercial Use Vehicles, unless the Commercial Use surcharge option is selected on the Application Page. If the surcharge is selected, then only those commercial usages listed under the definitions section of this Contract are eligible for Coverage. Any Vehicle used for towing (unless Your Vehicle is equipped with factory installed or factory authorized tow package), or used as a commercial unit (unless appropriate surcharge is marked on the Application Page and is defined in the "Add On Coverage" section of this Contract), or used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping, cherry pickers, lifting or hoisting, police or emergency service, off-road use, prearranged or organized racing, or competitive driving. Any Vehicle that has been issued a restricted title, including but not limited to: gray market, total loss, salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only.
27. Our liability of incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Vehicle, loss of time, loss of wages, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your Vehicle is expressly excluded.
28. Any and all emissions and/or exhaust components are excluded from coverage.

SECTION VI. ADDITIONAL BENEFITS OF COVERAGE

In the event Your Vehicle is disabled, We will dispatch a service vehicle to Your location to assist You. In the event Your Vehicle is unable to continue under its own power Your Vehicle may be towed to a location of Your choosing. You will receive 25 miles of towing at no cost, any additional mileage

will be Your responsibility and payment will be expected at the time service is rendered. When calling for towing or road service You must call 1-866-330-0760. You will be required to give the representative assisting You the following information: Producer Code-76004, Your Member Number (which is your contract number on the top right of your contract) and Your plan letter which is U. **COVERAGE:** You are entitled to one (1) service per 72-hours. Services available to You at no cost are: a tow up to 25 miles; battery jumpstart; flat tire change; fuel delivery (You are responsible for the actual cost of the delivered materials); locksmith. **REIMBURSEMENT:** This is not a reimbursement program. In the event Your Vehicle is disabled and You contracted for any of the above covered services on Your own, You will be able to submit Your original receipted road service expenses for reimbursement consideration. Maximum for any covered services is strictly limited to \$50. You must send your original receipted roadside bills along with a completed claim form to: National Adjustment Bureau, LLC located at 800 Yamato Road Suite 100, Boca Raton, Florida, 33431. Attn: Claims. Claim forms may be obtained online at www.nsdclaims.com or by calling toll-free 1-800-338-2680. **TRIP INTERRUPTION:** In the event of a mechanical breakdown of a covered component or part, Administrator will REIMBURSE Agreement Holder a maximum of seventy five (\$75.00) dollars per day, not to exceed a total of two hundred twenty five (\$225.00) dollars up to three days (3), for expenses incurred by Agreement Holder for meals and/or lodging, provided: Agreement Holder cannot operate Agreement Holder's Vehicle due to a mechanical breakdown covered by this Agreement and are more than 100 miles away from home, and expenses are incurred between the time of breakdown and the time repairs are completed. (The date of breakdown shall be considered the first day.) One day's trip interruption expense shall be allowed for each eight hours, or portion thereof, of required manual flat-rate labor time. A detailed receipt must be submitted to Administrator before reimbursement will be made. **RENTAL:** In the event of a Breakdown of a covered part, You will be reimbursed for actual expenses incurred for a rental vehicle at the maximum daily rate of \$35.00 per day, for five (5) days, not to exceed \$175.00 per occurrence. After the first day of rental, each additional day of rental requires the covered repairs to exceed 4.0 labor hours per additional day as defined in the current year's manufacturers or nationally recognized labor time standards manual. In the event that the vehicle is not drivable due to the covered breakdown, we will cover one day of rental for every four (4) labor hours applicable to the covered repair. Under no circumstances will we provide rental coverage for any repair hours that exceed the operation time for the covered repair as defined in a nationally recognized labor time standards manual (current year's edition). Rental time due to parts backorder or component failure inspection may be considered at the discretion of the Administrator. Rental coverage shall not continue beyond the day on which covered repairs are completed. The substitute vehicle must be rented from a licensed and nationally recognized rental agency. To receive reimbursement, You must present the following items within 60 days of the repair completion date: a rental agreement from a licensed and nationally recognized car rental company signed by You; proof of payment receipt; a copy of the repair order; and any other documentation reasonably requested by the Administrator. All 24-Hour Roadside Assistance services and benefits are administered by Nation Motor Club, LLC located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

SECTION VII. ADD-ON COVERAGE OPTIONS

The following options are add-on options and apply **ONLY** if they have been selected on the Administrator Copy of the Application Page of this Contract:

RIDESHARE OPTION (Mandatory as It Applies): If You use Your vehicle more than twenty-five (25%) of the time to transport passengers in exchange for compensation, including smartphone applications such as Uber and Lyft, You must select the **Rideshare Option** on the **Application Page**. **This surcharge is mandatory as it applies. Vehicles equipped with equipment specifically for "Taxi Use" are specifically excluded from coverage and are not considered "Rideshares" under this Contract.**

COMMERCIAL USE OPTION (Mandatory as It Applies): If You have selected the **Commercial Use** Coverage Option as indicated on the **Application Page** of this Contract, See the **Commercial Use Definition** for specific eligible uses. This surcharge is mandatory as it applies. Uses that are defined as eligible commercial uses under the definitions section of this **Contract** shall negate any provisions in this **Contract** that exclude Coverage for Commercial Use. Uses not defined as eligible for **Commercial Use** under the definitions section of this contract shall not be eligible for **Coverage**.

HYBRID VEHICLE OPTION (Mandatory as It Applies): If You have selected the Hybrid Vehicle Option as indicated on the Application Page, You have **Coverage** in accordance with the applicable terms of this **Contract** for any electric motor, power controller, inverter assembly, generator(s), electronic air conditioning compressor, electronic power or steering pump. **Hybrid and electric batteries are expressly excluded from coverage.**

LIFT KIT OPTION (Mandatory as It Applies): If the **Application Page** shows that the **Lift Kit** option was selected, **Coverage** will be provided for **Your Vehicle** if it has oversized/undersized tires (not to exceed 8 inches greater than manufacturer's specifications), body lifts, and suspension lifts (maximum 8-inch combined lift) that are installed by the **Dealer** or Authorized dealer facility at the time of the **Vehicle** sale. **Coverage** will be provided in accordance with the terms and provisions of this **Vehicle Service Contract**. The **Odometer** must be re-calibrated to register accurate readings in order for **Your Vehicle** to be eligible for this **Coverage**. The oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions are specifically excluded from **Coverage**, and any failures caused by those oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions shall not be covered under this **Contract**.

SNOW PLOW OPTION (Mandatory as It Applies): If the **Application Page** shows that the **Snow Plow** option was selected, this **Contract** will provide **Coverage** if **Your Vehicle** is used for snow removal, provided Your Vehicle is properly equipped for such use and it is not used commercially (unless the Commercial Use option is selected on the **Application Page** of this **Contract**). The snow plow itself, and any and all other systems related to snow removal is specifically excluded from coverage under this **Contract**.

If Your Vehicle is found to be equipped with 4 X 4 / AWD, Diesel engine, Turbo/Supercharger, Hybrid, Snow Plow, or Lift Kit, and the corresponding Option is not checked on the Administrator copy of the Application Page of this Contract, then no Coverage will be provided for Failures related to that Option during the term of this Contract.

SECTION VIII. GUARANTY

Our obligations and the performance to You under this Contract are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038. The telephone number for Wesco Insurance Company is (866) 505-4048. If any covered claim or refund is not paid within sixty (60) days, or if the provider becomes insolvent or otherwise financially impaired, after proof of loss has been filed, You may file a claim directly with the Insurance Company by contacting the Insurance Company at the number provided above.

SECTION IX. CANCELLATIONS

This Contract may be cancelled by You within sixty (60) days of purchase upon written request to the Administrator, in which We will refund one hundred (100%) percent of the gross contract price paid, less any claims paid. If You cancel the Contract after sixty (60) days, We will refund one hundred (100%) percent of the unearned pro rata amount, less an administrative fee of five percent (5%) not to exceed \$50 or ten percent (10%) of the unearned pro-rata premium. Any claims paid shall be deducted from the refund due. If We cancel the Contract, we will return one hundred (100%) percent of the unearned pro rata amount paid, and will not charge any administrative fee. In the event of cancellation whereby a lien has been placed against the Vehicle, the lien holder will be named on the cancellation refund check. If You or We cancel the contract within the first sixty (60) days, we will refund 100% of all money paid by You. This shall include cancellations by Us due to misrepresentation, fraud, or any other reason. After the Contract has been in effect for more than sixty (60) days, We may only cancel for material misrepresentation, odometer tampering, failure to maintain the motor vehicle as prescribed by the manufacturer, or non-payment of premium (in which case You will be notified of cancellation by certified mail). You may also cancel this Contract by contacting the Administrator, as listed on the Application Page.

This Contract is Administered by:

Central Administrative Service Corporation of Florida, INC
doing business as Veritas Global Protection of Florida
4830 West Kennedy Boulevard, Suite 600, Tampa, FL 33609
Phone Number: (877) 854-5641
Florida Company Code Number 33922
Florida License Number is 18-82420685.