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SPECIMEN

# CONGRATULATIONS!

We would like to thank You for choosing Our Service Contract.

## REPAIR SERVICE – UNITED STATES AND CANADA

If You need repair service, refer to the section entitled “If Your Vehicle Incurs A Breakdown.”

You may visit any licensed repair facility in the United States or Canada. If Your Vehicle is still under manufacturer’s warranty, return Your Vehicle to a manufacturer’s authorized dealer.

**NOTE: THIS SERVICE CONTRACT IS NOT VALID UNLESS A COMPLETED REGISTRATION PAGE ACCOMPANIES THIS CONTRACT BOOK**

**THE REGISTRATION PAGE AND THIS SERVICE CONTRACT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND THE PROVIDER AND NO OTHER DOCUMENTS ARE LEGAL AND BINDING UNLESS PROVIDED TO YOU BY THE ADMINISTRATOR OR PROVIDER.**

**Review Your Registration Page.** The Registration Page contains basic information regarding Your Service Contract.

**CHECK YOUR DEDUCTIBLE -** Please check the box labeled Deductible on Your Registrations Page. The number shown identifies the minimum portion of the covered repair You will be required to pay if You have a claim. If this box was left blank, immediately contact the Vendor from whom You purchased this Service Contract.

## DEFINITIONS

**This Service Contract is an agreement between You and Us. We, Us, Our and Provider** refer to Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114, 1-866-927-3097. Northcoast Warranty Services, Inc. is the party responsible to You for the benefits under this Service Contract, except as noted in the State Requirements section located at the end of this Service Contract. **You, Your and Contract Holder** refers to You, the purchaser of this Service Contract and the owner of the Vehicle described in the Registration Page of this Service Contract.

**ADMINISTRATOR:** refers to Royal Administration Services, Inc. Administrator is responsible for administering this Service Contract. All inquiries should be directed to the Administrator. Toll-free assistance is available at 1-800-871-0467.

**BREAKDOWN, MECHANICAL BREAKDOWN, MECHANICAL FAILURE:** Refers to a failure due to defects in materials and/or workmanship of a Covered Part to perform the function for which it was designed by its manufacturer. A Breakdown does not include sludging or gelling conditions.

**COVERED PART or COVERED PARTS:** Refers to the parts or components listed under the section entitled “Plan Coverage.”

**DEDUCTIBLE:** The minimum portion of the covered repair which You will have to pay if You have a claim. The amount of Your Deductible is shown on Your Registration Page. This amount is applied per claim, and to each claim.

**EXPIRATION TYPE:** This Service Contract is subject to a Plan Period and Expiration Type. The Plan Period is the number of months and number of miles for which You are afforded coverage under this Service Contract. The Expiration Type determines when the number of miles is reached. Please refer to the section entitled "Expiration Type" on Your Registration Page for more information.

**FULL FACTORY WARRANTY, FACTORY WARRANTY:** Refers to the full Manufacturer's Warranty provided to You at no additional cost, and covers repairs to Your Vehicle to correct any defect in material or workmanship. This Service Contract is not a Factory Warranty.

**LABOR:** Total labor time for a covered repair will be determined by a current nationally published labor manual. The labor rate for authorized repairs will be based on the posted labor rate of the licensed repair facility that You selected. If the repair facility's labor rate is not posted the Administrator reserves the right to approve a labor rate based on the average labor rate for similar local repair facilities. Administrator also reserves the right to adjust the approved labor rate if the repair facility's labor rate is deemed to be excessive by the Administrator when compared to local average labor rates for similar facilities.

**OEM:** Original Equipment Manufacturer.

**PLAN PERIOD:** This Service Contract is subject to a Plan Period and Expiration Type. The Plan Period is the number of months and number of miles for which You are afforded coverage under this Service Contract. The Expiration Type determines when the number of miles is reached. Please refer to the section entitled "Expiration Type" on Your Registration Page for more information.

**SERVICE CONTRACT:** This Service Contract is issued to You and covers Your vehicle described on the Registration Page of this Service Contract.

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

**VEHICLE, YOUR VEHICLE:** Refers to the vehicle described on the Registration Page of Your Service Contract.

**VENDOR:** Refers to the party who sold You this Service Contract. Please see the box labeled "Vendor Name" on the Registration Page for Your Vendor's contact information.

In Florida this Service Contract is between You and Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038, Florida Certificate of Authority No.: 01913. Wesco Insurance Company has contracted with Royal Administration Services, Inc. Florida Certificate of Authority No.: 60109, to handle the administrative functions of this Service Contract. All inquiries should be directed to Royal Administration Services, Inc. at 1-800-871-0467.

## TERMS AND CONDITIONS

This Service Contract provides coverages recorded for the time and mileage stated on the Registration Page, whichever occurs first. Please refer to the sections of the Registration Page entitled "Expiration Type" and "Plan Period" to determine Your period of coverage.

### CONTRACT HOLDER'S RESPONSIBILITIES:

#### 1. CLAIM REIMBURSEMENT

Obtain approval PRIOR to having work performed that may be covered by this Service Contract. If You believe the failure may be covered by this Service Contract, call the Administrator at 1-800-871-0467, or instruct the repair facility performing the work to call to register the claim BEFORE THE WORK IS PERFORMED.

See the section entitled "If Your Vehicle Incurs A Breakdown" for additional information.

#### 2. VEHICLE MAINTENANCE AND MAINTENANCE REQUIREMENTS

Properly Maintain Your Vehicle and KEEP THE RECEIPTS

This Service Contract is only valid if Your Vehicle has been maintained in accordance with the manufacturer's specifications. Keep copies of all receipts (oil changes, lubrication, etc.). Proof of maintenance may be required when You file a claim.

#### MAINTENANCE REQUIREMENTS:

- a. You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual for Your Vehicle.

**NOTE: Your Vehicle's Owner's Manual lists different servicing recommendations based on individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your specific conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of coverage under this Service Contract.**

- b. It is required that You retain "Proof" of maintenance for the service and/or repair work performed on Your Vehicle, regardless if the work was performed by You or a repair facility. "Proof" means repair orders from a licensed repair facility and/or a self-maintained maintenance log that has corresponding "purchase receipts" for oil and filter, coolant and brake system flush, etc. Pertinent information must be furnished to identify the Vehicle and the repairs performed, such as the Vehicle Identification Number (VIN), date, mileage, parts and labor.

## ADMINISTRATOR'S RESPONSIBILITIES:

### 1. BREAKDOWN OF COVERED PARTS

We will pay or reimburse You for the reasonable costs to repair or replace any Breakdown of a part listed in the Plan Coverage Section, as determined by the Administrator using standard and common industry practices. **COVERED PARTS MAY BE REPLACED, DEPENDING ON AVAILABILITY AND AT ADMINISTRATOR'S DISCRETION, WITH LIKE KIND AND QUALITY (LKQ), USED, REBUILT, REMANUFACTURED OR NEW PARTS.**

## GENERAL PROVISIONS:

### 1. YOUR HELP AND COOPERATION

If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Service Contract.

### 2. SUBROGATION AND OUR RIGHT TO RECOVER PAYMENT

If We pay for coverage under this Service Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a **BREAKDOWN** if You impair these rights to recovery. Your rights to recover from others may not be waived. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

**In the event a repair is subject to any additional third-party Service Contracts or warranties, those Service Contracts or warranties shall supersede any and all obligations under this Service Contract.**

### 3. ARBITRATION

It is understood and agreed that the transaction evidenced by this Service Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Service Contract or the sale thereof, including for recovery of any claim under this Service Contract and including the applicability of this arbitration clause and the validity of this Service Contract, shall be resolved by neutral binding arbitration, unless otherwise agreed on by both parties. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes ([www.adr.org](http://www.adr.org)). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (1) one by the Provider; (2) one by You; and (3) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You, the Provider or any agent of the Provider have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and the Provider consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against the Provider. Only a court, and not arbitrators, can determine the validity of this class action waiver.

- a. If You dispute Our determination to deny You benefits under this Service Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
- b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
- c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
- d. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
- e. The parties agree that they will initially obtain a decision in arbitration as provided for herein to resolve any disputes. However, unless otherwise agreed by both parties, a decision by an arbitrator shall not waive or preclude the rights of any party following such decision to pursue an action in a court of competent jurisdiction.
- f. The agreement to arbitrate will survive the termination of this Service Contract.
- g. IF THIS SERVICE CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION. BOTH PARTIES MAY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

#### 4. DEDUCTIBLE

In the event of a Breakdown covered by this Service Contract, You may be required to pay a Deductible. No Deductible payment is required with respect to 24 Hour Roadside Assistance, Rental and Trip Interruption if they are provided by this Service Contract.

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

#### 5. COVERAGE

The Coverage afforded You for Your Vehicle is determined by the Plan Name and Expiration Type shown on the Registration Page, which is more fully described in the section entitled "Plan Coverage."

## 6. LIMITS OF LIABILITY

OUR liability for any one authorized repair shall in no event exceed \$15,000.00.

OUR liability for all authorized repairs combined, shall in no event exceed \$15,000.00.

In the event that the amount of **any one authorized repair or the combined total amount of all authorized repairs** meets or exceeds Our liability, Your Service Contract will be deemed expired and no further coverage will be afforded to You, regardless of the remaining time or mileage of Your Service Contract's Plan Period. No refund shall be due to You upon expiration of the Service Contract.

## 7. SERVICE CONTRACT VALIDATION PERIOD

This Service Contract is subject to a validation period of time and mileage from the Service Contract Purchase Date (SCPD), as shown on the Registration Page. The length of the validation period is listed on the Registration Page of this Contract. There is no coverage during the validation period. Coverage will commence upon the expiration of the validation period. The additional time and mileage contained in the validation period will be added to the plan's duration.

## 8. EXPIRATION TYPE: ADD-ON

The plan expires by time or mileage, whichever occurs first.

- a. Time: The plan expiration is measured from the Contract purchase date.
- b. Mileage: The plan expiration is measured from the odometer mileage of the vehicle on the Contract purchase date.

## PLAN COVERAGE

*This Contract covers ONLY the components/parts listed below:*

### ENGINE:

All internal components of the engine that require lubrication for operation are covered. The engine block, cylinder heads, timing chain cover and oil pan are covered only if damaged by the failure of an internally lubricated engine component.

### TRANSMISSION:

The following components are covered: Torque converter, vacuum modulator, accumulator, and the electronic shift control unit. In addition, all internal components of the transmission that require lubrication for operation are covered. The transmission case and pan are covered only if damaged by the failure of an internally lubricated transmission component.

### DRIVE AXLE (FRONT AND REAR):

The following components are covered: Locking hubs, drive shafts, center support bearings, universal joints, and the CV joints (except when damaged as a result of a torn or missing CV boot). In addition, all internally lubricated components contained within the drive axle housing are covered. The drive axle housing and differential cover are covered only if damaged by the failure of an internally lubricated drive axle component.

### TRANSFER CASE:

All internal components of the transfer case that require lubrication for operation are covered.

### TURBO/SUPERCHARGER:

All internally lubricated parts of the turbocharger or supercharger are covered, provided the mandatory surcharge has been paid. Coverage applies to factory installed units only.

## **COOLING SYSTEM:**

The following components are covered: Water pump, engine-cooling fan motor, engine-cooling fan, and the engine-cooling fan clutch.

## **AIR CONDITIONING SYSTEM:**

The following components are covered: Compressor, condenser, evaporator, expansion valve, blower motor, accumulator/receiver-dryer and the orifice tube.

## **FUEL SYSTEM:**

The following components are covered: Fuel pump, fuel injection pump and metal fuel lines.

## **ELECTRICAL:**

The following components are covered: Alternator, voltage regulator, starter motor, starter solenoid, ignition switch, front and rear wiper motors and switches, washer pump and switch, headlamp switch, turn signal switch, rear defroster switch, blower speed switch, power window motors, regulators and switches, and the power door lock actuators and switches.

## **SEALS & GASKETS:**

Seals & gaskets are covered only if required in conjunction with a Covered Repair. Leaking seals or gaskets are not covered.

**NOTE:** This plan does not provide coverage for the failure of a component after recommended or required service, if such scheduled service was not in fact performed.

## **ADDITIONAL BENEFITS (Included at no cost):**

- 1. 24 Hour Roadside Assistance:** Your Vehicle will be covered for up to ten (10) occurrences over the term of Your Service Contract. Towing benefits are provided for up to a maximum of one hundred dollars (\$100.00) per occurrence. Lock out service, fuel and fluid delivery services (**excluding the cost of the fuel or fluids**), or battery boost/jump services are provided for up to a maximum of fifty dollars (\$50.00) per occurrence. Battery boost/jump services are not available for electric or hybrid vehicles. **If Your Vehicle requires Roadside Assistance, You must contact Quest Towing Services for prior approval and assistance, otherwise no coverage for the service will be provided.**

**Please Note:** The Emergency Roadside Assistance benefit is not intended to provide reimbursement of services secured through a provider other than the Road Service Processing Center.

You will be provided with Your Roadside Assistance number in the welcome letter You receive. **Transfer of this Service Contract does not include transfer of the 24-Hour Roadside Assistance Program.**

- 2. Rental Benefit:** Rental reimbursement will only be approved for an authorized repair, beginning on the claim submission date. Reimbursement for a rental vehicle is provided for a maximum of \$35.00 per day, up to a maximum of 5 days. Any authorized repair which requires the Vehicle to be left at a repair facility will qualify for one (1) day of rental reimbursement. Parts delays will qualify for up to three (3) days of reimbursement. Delays for inspection required by the Administrator qualify for up to one (1) day of rental reimbursement. In no case will delays caused by parts or inspections increase the maximum limit of 5 days. Rental car agreement charges will only be reimbursed to You for charges incurred from a licensed rental agency.



You must provide the paid rental receipt to the Administrator to be reimbursed for the charges. In no case will reimbursement exceed the actual cost included on the rental receipts, and no reimbursement will be provided to You until the authorized repairs are complete and paid.

### OPTIONAL COVERAGES:

1. **Enhanced Roadside:** This optional coverage may be purchased for an additional cost and provides benefits for the following: Emergency Travel Expense Reimbursement; Vehicle Theft Reward; Hit and Run Reward; Car Rental Discounts; Hotel/Motel Discounts; 1-800 Flowers Discounts; Custom Trip Routing; Emergency Message Relay; Nationwide Dealer Locator Assistance Service; Prescription Drug Benefits.

### MANDATORY SURCHARGES

1. **4 Wheel/All-Wheel Drive Coverage:** If Your Vehicle is equipped with 4 Wheel/All-Wheel Drive, the following components are covered: 4 Wheel Drive Actuator and Locking Hubs.
2. **Diesel:** If You have a diesel Vehicle, an additional mandatory surcharge is applied.
3. **1 Ton Vehicle:** If You have a vehicle with a one ton gross vehicle weight capability, (GVW) an additional mandatory surcharge is applied.
4. **Turbocharger/Supercharger (factory installed only):** all internal components contained within the Turbocharger/Supercharger Housing, Turbo Boost Valve, Turbo Waste Gate Actuator, Bearing, Bushing, and all other internal components, and Seals and Gaskets, Supply Line.

### WHAT IS NOT COVERED

1. ANY REPAIR OR REPLACEMENT MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR TO THE REPAIR FACILITY.
2. Any parts not listed.
3. Fluids, filters and lubricants, except when required in connection with the repair or replacement of a covered part.
4. All electric-powered or hybrid-specific parts.
5. Any Breakdown caused by: collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, overheating, freezing, rust or corrosion, windstorm, hail, water, flood, normal wear and tear, a sludging or gelling condition, contamination of fluids or fuels, and misuse, abuse, negligence, and/or failure to protect Your Vehicle from further damage when a Breakdown has occurred.
6. Any physical damage, regardless of damaged components and/or cause of damage. Water or air leaks, and any damage caused by water or air leaks.
7. Valve Grinding, Burnt Valves, Core Charges, or Wheel Balancing.
8. Any Breakdown caused by the use of Your Vehicle for: racing or any other forms of competitive driving; plowing snow; towing in excess of the weight for which Your Vehicle is rated; or any other purpose not recommended by the manufacturer.
9. Scheduled maintenance, and any Breakdown caused by a lack of required or recommended maintenance, or a failure to maintain proper levels of lubricants and/or coolants.
10. Any Breakdown caused by engine detonation or pre-ignition.

11. Any Breakdown if, while owned by You, the Vehicle's odometer has been tampered with or has been disconnected.
12. Repair or replacement of components to improve operating performance. The repair of valves and/or bearings if a Mechanical Breakdown has not occurred and the purpose of such repair is simply to raise the engine's compression. A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle.
13. Any Breakdown or condition: which already existed when You purchased Your Service Contract; or which occurred before You purchased Your Service Contract; or which occurs during the Validation Period.
14. Repair or replacement of any covered part if a Breakdown has not occurred.
15. Any repair or replacement of a covered component when the Breakdown is caused by the Breakdown of a non-covered component, and any repair or replacement of a non-covered component when the Breakdown is caused by the Breakdown of a covered component.
16. Any alterations which have been made to Your Vehicle and are not factory-installed; frame or suspension modifications; lift kits; oversized/undersized tires or wheels; trailer hitches; or any other modifications to any of Your Vehicle's systems.
17. Prior repairs which are the subject of any third party warranty or any prior repairs where there is demonstrable negligence or failure in workmanship; repairs for which the responsibility is covered by any warranty of the manufacturer such as extended drive train coverage, or a repairer's guarantee (regardless of whether or not the manufacturer or repair facility is doing business as an ongoing enterprise), or repairs for which the responsibility is covered by the repairer's guarantee (regardless of whether or not the repair facility is doing business as an ongoing enterprise). Further, coverage under this Service Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means including public recalls and factory service bulletins.
18. Any loss caused by lack of proper and necessary amount of coolants or lubricants.
19. Liability for damage to property, or for injury or death arising out of the operation, maintenance or use of Your Vehicle whether or not related to the part covered.
20. Any Breakdown caused by contamination of fluids, fuels, fuels containing more than 10% ethanol, coolants, lubricants, rust or corrosion.
21. Shop supply charges; EPA Disposal Fees; special-order parts; shipping costs; parts locator research fees; storage fees; filter, lubricants, coolants, fluids and refrigerants except when replacement is required in conjunction with the repair or replacement of a Covered Part.

22. Repairs to seized or damaged engines due to continued operation without sufficient lubricants or coolant, regardless of cause. You are responsible for making certain that the oil and temperature warning lights/gauges are functioning properly. You must pull off the road immediately and discontinue vehicle operation when any of Your Vehicle's lights/gauges indicate inadequate protection or performance or if overheating occurs.
23. Any failure occurring outside of the United States or Canada.

## INELIGIBLE VEHICLES

1. Any vehicle not expressly listed on the current Contract rate card.
2. Any vehicle with True Mileage Unknown (TMU). TMU is defined as any of the following: (i) the inability to determine Your vehicle's actual mileage at the time of a claim for repair; (ii) the inability to determine Your Vehicle's actual mileage at the time of purchase of this Service Contract; (iii) the vehicle's title has been branded as TMU by a state regulatory agency or department.
3. Any vehicle that has flood damage or has a title branded as FLOOD by a state regulatory agency or department.
4. Any vehicle that has been assigned a salvage title.
5. Trucks over 1 ton classification, taxis, buses, livery vehicles, and city and state owned vehicles.
6. Vehicles used for racing competition, time trials or rallies.
7. Vehicles modified from manufacturer's specifications.
8. Vehicles not purchased through a licensed authorized agent.
9. Grey Market Vehicles.
10. Vehicles with a fifth wheel, gooseneck trailer hitch, or a snow plow attachment.
11. Vehicles purchased by a minor.
12. Commercial vehicles

## TRANSFER AND CANCELLATION

### TRANSFER OF SERVICE CONTRACT:

This Service Contract may be transferred by the Vehicle Owner shown on the Registration Page upon the sale of the Vehicle to another private party. Only one transfer is permitted during the term of the Service Contract.

The Service Contract transfer must be made at the time of the Vehicle transfer. You must request the transfer in writing, and the Administrator must receive it within seven (7) days of the transfer. A fee of \$50.00 must accompany the request to transfer, along with the following information: 1. Name of New Owner, 2. Address & Telephone Number, 3. Copy of Title showing transfer.

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

If this Service Contract is transferred, the transferee will not be entitled to a refund for any cancellation after the transfer occurs, unless transferee provides proof of payment for this Service Contract. The payment must be in addition to the payment for the purchase of the Vehicle.

**CANCELLATION OF YOUR SERVICE CONTRACT:**

1. You may cancel this Contract at any time.
2. To cancel this Service Contract, either return to the Vendor to complete and sign the cancellation form, or mail written notice to the Vendor of Your election to cancel this Service Contract. **A notarized odometer statement indicating the odometer reading at the date of the request will be required.**
3. Cancellation requests received:
  - a. **Within the first thirty-five (35) days will receive a full refund, less any approved claim amounts.**
  - b. **After the first thirty-five (35) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts. A fifty dollar (\$50.00) cancellation fee will apply.**

**All cancellation requests will be effective as of the date received. In addition, all cancellation requests must have an effective date which is no later than forty-five (45) days from the date of receipt.** If the vehicle is repossessed, stolen, or totaled, this limitation of time may be waived at the Administrator's sole discretion. The Administrator may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

4. We may cancel at any time if:
  - a. Your Vehicle is deemed a total loss, is an unrecovered theft, or is repossessed.
  - b. Your Vehicle's odometer is disconnected or altered, or Your Vehicle is determined to be TMD.
  - c. Your Vehicle is used in a manner not covered by the Service Contract.
  - d. Your Vehicle is or has been modified.
  - e. The charge for the Service Contract is not paid to Us.
  - f. Your Vehicle is covered by multiple Service Contracts.
  - g. You made material misrepresentation, or provided false, incomplete or misleading information in obtaining this Service Contract or in the submission of a claim.
  - h. Your Vehicle does not have a valid manufacturer Vehicle Identification Number (VIN).
  - i. The Vehicle's title is branded as salvage, junk, rebuilt, totaled or damaged by flood.
  - j. The Vendor was not authorized by Us to sell the Service Contract.

If We cancel, You will receive a pro-rata refund of the unearned amount paid for this Service Contract, less any approved claim amounts. Notice of such cancellation will be delivered to You by first class mail. The notice will state the cancellation effective date and reason.

5. If the Service Contract Purchase Price, or any part of the Service Contract Purchase Price, is financed, the lienholder shown on the Registration Page may cancel this Service Contract for a default under the terms of the retail installment agreement between You and the lienholder. You should refer to Your retail installment agreement regarding any applicable refunds.

## Refund

All refunds will be calculated based on the provisions provided in the section entitled "Transfer and Cancellation."

The Administrator agrees to pay its respective percentage of the refund, based on the amount of the consideration the Administrator received. The Vendor agrees to pay its respective percentage of the refund based on the amount of the consideration the Vendor received.

In the event a refund is due upon the cancellation of this Service Contract, the Administrator shall remit to the Vendor the Administrator's respective percentage of the refund due. Vendor shall then remit to You the full refund amount due, which shall include both the Administrator's and the Vendor's respective percentage of the refund due.

The Registration Page and this Service Contract constitute the entire agreement between You and the Provider and no other documents are legal and binding unless provided to You by the Administrator or Provider.

If a lending institution or the Vendor has financed the purchase of this Service Contract, the refund check will be made payable to the lending institution or the Vendor.

## IF YOUR VEHICLE INCURS A BREAKDOWN

1. If Your Vehicle incurs a Breakdown, You must take the following steps in order to file a claim:
  - a. Determine if Your Vehicle requires Roadside Assistance. If Your Vehicle requires Roadside Assistance, refer to the section entitled "Plan Coverage," and specifically the sub-section entitled "Benefits."
  - b. Prevent Further Damage - Take immediate action to prevent further damage. This Service Contract will not cover the damage caused by not securing a timely repair when a Breakdown has occurred. The operator is responsible for observing Vehicle warning lights and gauges, and taking appropriate action immediately upon notification. Failure to do so may result in the denial of coverage.
  - c. Take Your Vehicle to a licensed repair facility of Your choice.
  - d. Provide the repair facility representative with a copy of Your Service Contract and/or Your Service Contract Number, if possible.
  - e. The repair facility representative must obtain authorization from the Administrator prior to any repair being initiated or any damaged parts being discarded.

**REPAIRS WITHOUT PRIOR AUTHORIZATION WILL NOT BE COVERED OR REIMBURSED.**

If prior authorization cannot be obtained during the Administrator's normal business hours and the cost of repair is \$350 or less, the Administrator may waive the pre-authorization requirement at the Administrator's sole discretion.

The Administrator must still be contacted the first business day following the repair. Such unauthorized repair claims will be reviewed subject to Administrator's adjudication process.

2. The repair facility **must** do the following **prior** to initiating any repairs:
  - a. Obtain Your authorization to diagnose the cause of Breakdown and cost of the repair. It is Your responsibility to ensure the cause of the Breakdown is properly diagnosed. If the claim is approved, the reasonable cost of the diagnosis (as determined by the Administrator) will be paid by the Administrator, for up to one hour.

The Administrator will determine if a tear-down is necessary to confirm the cause of the Breakdown and if it is covered under the terms of this Service Contract. The Administrator will also determine the extent of the tear-down that is necessary. "Necessary" shall be deemed to be the point where the damage is visible or determinable. You are responsible for authorizing the repair facility to complete the tear-down. The reasonable cost of the authorized tear-down will only be paid by the Administrator if the claim is approved.
  - b. Call the Administrator to verify Your coverage and to obtain a Claim Authorization Number. For Claims/Customer Service contact 1-800-871-0467.
  - c. Review the Administrator's determination of the claim with You to explain what will be covered by the Service Contract and what portions of the repairs, if any, will not be covered.
3. When You pick up Your Vehicle, You **must**:
  - a. Review the work performed with the repair facility representative.
  - b. Pay the Deductible amount shown in the Registration Page.
  - c. Pay for any charges not covered by this Service Contract.
  - d. Pay for the cost of covered components or repairs above the amount approved by Administrator.

### **PAYMENT OR REIMBURSEMENT OF CLAIMS**

When the damage and repair falls within the scope of this Service Contract and authorization to proceed with the repair is obtained from the Administrator and the repair work is completed, payment will be provided in one of the following two methods, so long as the request for payment is submitted to the Administrator within 180 days of the date that the Claim was approved:

- **PAYMENT OPTION:** The Administrator will pay the repair facility for the approved amount of the Claim, less the Deductible, if any. The Administrator will arrange for such payment by check or nationally recognized credit card.

- **REIMBURSEMENT OPTION:** You may request reimbursement from the Administrator, by submitting the paid invoice to the address below. The following information must be included with Your paid invoice and is generally supplied to You by the repair facility You selected. The invoice must contain the following information:
  1. Itemized listing of replacement parts names, numbers and prices.
  2. Description of labor and charges necessary to correct the mechanical failure.
  3. Vehicle mileage, Year Make and Model, complete Vehicle Identification Number.
  4. Date of repair.

**Royal Administration Services, Inc.**  
51 Mill Street, Building F  
Hanover, MA 02339  
Phone: 1-800-871-0467 • Fax: 781-261-2522  
**Florida Certificate of Authority #60109**

**NOTICE:** OUR obligations under this Service Contract are backed by a service contract reimbursement insurance policy issued by **Wesco Insurance Company, Florida Certificate of Authority No. 01913**. If any valid claim is not paid within sixty (60) days (thirty (30) days in Arizona) after proof of loss has been filed with Us or We cease to do business or go bankrupt, You may contact Wesco Insurance Company directly at **59 Maiden Lane, 43rd Floor, New York, NY 10038 or (866) 505-4048**.