

IMPORTANT: PLEASE READ

Thank you for choosing the National Auto Division Program and becoming a member of the growing ranks of satisfied and protected vehicle owners. If you have any questions please call Customer Service, Monday thru Friday, 9 a.m. to 5 p.m., EST.

FEATURES AND BENEFITS

- Convenient Toll-Free Customer Service Line (shown below)
- Towing
- National Repair Facility Accounts
- Car Rental
- Repairs paid by our Credit Card
- American Express, MasterCard & VISA
- \$ Towards Meals and Lodging

COMMONLY ASKED QUESTIONS

Q: Can I Use My Dealer?

A: Yes. The plan can be used at your dealership. However, the advantage of the National Auto Division Program is that you can take your vehicle to a licensed repair facility of your choice in the United States or Canada.

Q: How Do I Make a Claim?

A: It's simple. When your vehicle has a breakdown or needs repair, bring it to the licensed facility of your choice, and have them call our toll-free claims service line, shown in the claims section of your contract, for authorization to proceed with the repairs.

CUSTOMER SERVICE LINE: 1-800-430-4428

NATIONAL AUTO DIVISION

Congratulations and welcome to the growing ranks of vehicle owners who enjoy the protection and benefits of the National Auto Division Program.

In order to obtain full benefits from this program, please read the following instructions and your Vehicle Service Contract. Please keep these documents in your glove box so that we may provide you with quick and efficient service whenever the need arises.

WHAT TO DO IN CASE OF A MECHANICAL BREAKDOWN/FAILURE:

1. Protect your vehicle from further damage. It is the duty of the contract holder to use all reasonable means and precautions to protect the vehicle from further damage. Continued operation of the vehicle after any mechanical breakdown or failure occurs shall, in all cases, constitute failure to protect the vehicle; and further damage as a result of contract holder's failure to protect the vehicle shall not be recoverable.
2. Covered repairs may be made by any Licensed Repair Facility of your choice. We require that the Repair Facility must obtain an authorization number from the Administrator's Claim Department prior to proceeding with repairs.
3. In some cases, when mechanical failure is not immediately determined, it may be necessary for you to authorize the repair facility to tear down the system(s) before repair or replacement.
4. We will pay the repair facility directly, minus the deductible (if applicable) and other non-covered items or related repairs.

I have read and understand this **Service Agreement** in its entirety. Without limiting the specific provisions of this **Service Agreement**, I hereby acknowledge the following:

- This **Service Agreement** is issued exclusively to me with respect to the **Vehicle** identified on the **Declaration Page**.
- In order to keep this warranty in effect, I must perform the oil changes and at regular intervals as required by the section **WHAT YOU MUST DO TO KEEP YOUR SERVICE AGREEMENT IN EFFECT**.
- All work covered by this **Service Agreement** must be performed by a repair facility authorized by the **Administrator**.

DEFINITIONS

The following definitions apply to words frequently used in this **Service Agreement** and appear in **boldface type**.

- **You, Your** mean the Customer identified on the Declaration Page.
- **We, Us, Our** means ACSC of FL, Inc.
- **Service Agreement** means this Vehicle Service Agreement that You purchased from Us.
- **Declaration Page** means the numbered document (Contract Number) which should be enclosed and becomes part of this Service Agreement. It gives information about You, Your Vehicle, Coverage chosen and other significant data.
- **Breakdown** means any part of the Vehicle listed under the section **WHAT THIS SERVICE AGREEMENT COVERS**.
- **Vehicle** means the covered vehicle identified on the Declaration Page.
- **Provider, Administrator, Obligor** means ACSC of FL, Inc., located at 2007 Poole Dr., Huntsville, AL 35810, which can be reached at 800-824-7059.

WHAT THIS SERVICE AGREEMENT COVERS:

The following is a list of covered parts under the **Service Agreement**:

1. **ENGINE:** Engine Heads(s), Engine block, Cylinder barrels, Timing chain cover, **ONLY** if damaged due to the failure of a covered internally lubricated part. The following internally lubricated parts are covered: Pistons, Piston rings and Wrist pins, Piston connecting rods and bearings; Crankshaft and main rod bearings; Crankshaft; Camshaft, followers and cam bearings; push rods; Valves; Springs; Replaceable guide seats; Lifters; Rocker arms, shafts and bushings; Timing gear and chain; Timing chain tensioners and retainers; Eccentric shaft and bearing; and Oil pump. Also covered are the following: Intake and exhaust manifold(s); and Harmonic balancer.
2. **TRANSMISSION (Automatic or Manual):** Transmission case and Torque converter case, **ONLY** if damaged due to the failure of a covered internally lubricated part. The following parts are covered: Vacuum modulator; Internal linkage; and Internally lubricated parts.

3. **DRIVE AXLES(S)**: Differential housing, Transaxle housing, Final drive housing, ONLY if damaged due to the failure of a covered internally lubricated part. All internally lubricated parts contained within the housings listed: Axle shaft(s); Constant Velocity Joints; Universal joints; Drive shaft(s); Locking hubs and Locking hub rings (if 4x4 surcharge is marked on the **Declaration Page** and paid for).

The following parts are covered when applicable surcharge is marked on the **Declaration Page** and paid for:

TURBOCHARGER: Internally lubricated parts within the Turbocharger housing; Turbocharger housing ONLY if damaged due to the failure of a covered internally lubricated part.

4X4/ALL WHEEL DRIVE: Internally lubricated parts within the transfer case; Transfer case housing ONLY if damaged due to the failure of a covered internally lubricated part.

Seals and Gaskets for covered components, but not as a primary failure.

- Subject to the exclusives listed in the section **WHAT THIS SERVICE AGREEMENT DOES NOT COVER** and Your compliance with all of the conditions set forth in the section **WHAT YOU MUST DO TO KEEP THIS SERVICE AGREEMENT IN EFFECT**, in the event of a **Breakdown** of a Covered Part We will pay to either (1) repair the Covered Part, or (2) replace the Covered Part with a new or remanufactured part of like kind and quality, less Your deductible. The decision to repair or replace the Covered Part or to use new or remanufactured parts or parts of like, kind and quality shall be at the sole discretion of the **Administrator**. All repair or replacements shall be performed by an authorized repair facility approved by the **Administrator**.
- We will reimburse You for the cost of a rental car provided by a licensed rental agency while covered repairs are being made, subject to a limit of reimbursement of \$25.00 per day for a maximum of five (5) days per **Breakdown**. To receive a rental reimbursement, You must provide the **Administrator** with Your rental receipt.

LIMIT OF LIABILITY

The aggregate total of provider's liability for all benefits paid or payable during the term of this Contract shall not exceed the average retail cash value of the vehicle according to current National Auto Dealers Association standards at the time of Breakdown.

SERVICE AGREEMENT PERIOD

Coverage under this **Service Agreement** begins on the 31st day after the **Service Agreement** sale date and 1,000 miles from the odometer reading at the time of sale, and will expire as shown on the **Declaration Page**, as "Expiration Date" and/or "Expiration Odometer", whichever occurs first. This **Service Agreement** is not transferable.

WHAT YOU MUST DO TO KEEP THIS SERVICE AGREEMENT IN EFFECT

To maintain **Your Service Agreement** in effect, **You** must comply with all of the following conditions.

- **You** must change the oil and the oil filter of the **Vehicle**, at **Your** expense, in accordance with the manufacturer's recommended mileage and time schedule as set forth in the owner's manual for the make, year, and model of the **Vehicle**. **You** may have this work performed by an independent commercial facility of **Your** choice that regularly performs such work. **You** must save **Your** receipts(s) so that **We** can verify that the work was performed. **You** are responsible for taking immediate corrective action to repair, at **Your** expense, engine lubricant leaks and engine coolant leaks discovered in the course of any oil change or at any other time.
- **You** must refrain from altering, tampering with, or replacing the vehicle identification number or the odometer of the **Vehicle**. If for any reason the odometer fails to work as intended, **You** must immediately have it repaired at **Your** expense.

If **You** fail to perform any of the above conditions, this **Service Agreement** shall be null and void.

WHAT THIS SERVICE AGREEMENT DOES NOT COVER

This **Service Agreement** does not cover the following:

- A **Breakdown** caused by contamination of or lack of proper fuels, coolants, or lubricants.
- A **Breakdown** caused by a failure to replace seals or gaskets or otherwise to perform proper maintenance of the **Vehicle** in a timely manner.
- A **Breakdown** caused by unauthorized modifications or alterations of a Covered Part, installation of performance accessories to the engine, or unauthorized repairs or replacements of Covered Parts performed in a faulty manner.
- A **Breakdown** caused by overheating, rust, or corrosion.
- A **Breakdown** caused by pre-ignition detonation, pinging, improper lubricants or improper engine adjustments.
- 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**.
- Loss of use, loss of time, loss of profits or savings, inconvenience, commercial loss, property damage, bodily injury, punitive damages, and any incidental or consequential damages or loss of any kind that results from a **Breakdown**. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to **You**.

- Any costs or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
- A gradual reduction in operating performance due to normal wear and tear, such as guides, valves, rings and loss of compression.
- Seals and gaskets are not covered unless required in the repair of a Covered Part.
- Repairs covered by the original manufacturer's warranty, provided such warranty has been transferred to **You**.
- The costs associated with the tear down or diagnosis of a potential **Breakdown**, unless it is subsequently determined that **Breakdown** covered by this **Service Agreement** has occurred.

HOW TO OBTAIN SERVICE UNDER YOUR SERVICE AGREEMENT

- If the **Vehicle** experiences a **Breakdown**, **You** must 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.
- **You** must contact the **Administrator**, toll-free at 1-800-824-7059, to obtain the name and location of an approved repair facility near **You**. **You** must make arrangements to deliver the **Vehicle** to the approved repair facility and present this **Service Agreement**. The repair facility must not commence repairs without first calling the **Administrator** with an estimate of the repairs and must receive a work authorization number from the **Administrator**.
- The cost of any and all repairs performed by any person or repair facility prior to receiving a work authorization number from the **Administrator** will not be reimbursed under this **Service Agreement** and may void **Your** Coverage under this **Service Agreement**.
- If payment terms have been arranged and a claim occurs prior to the contract being paid; the outstanding balance may be deducted from the authorized claim balance.
- If **You** have any questions regarding service under this **Service Agreement**, **You** should contact the **Administrator** at 1-800-824-7059.

OTHER IMPORTANT SERVICE AGREEMENT PROVISIONS

- If the original manufacturer's warranty relating to the **Vehicle** has been transferred to **You** or another service contract that may be in place, **You** must first obtain all repairs of the Covered Parts under the manufacturer's warranty or other service contract before this **Service Agreement** will apply.
- If any authorized repairs under this **Service Agreement** are performed by a repair facility approved by the **Administrator**, **You** must transfer and assign to **Us** all rights **You** may have against such facility, including **Your** rights under any repairer's guaranty, and do nothing to prejudice **Our**

ability to enforce such rights. As one remedy to enforce such rights, We may require **You** to take the **Vehicle** back to such facility for follow-up repairs.

- If **You** allow any person to perform repairs to a Covered Part without the approval of the **Administrator**, **You** must first exhaust all of **Your** rights and remedies against such person with respect to such repairs if they are performed in a faulty manner or otherwise cause a subsequent **Breakdown** to occur.

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

CANCELLATION SECTION

1. This **Agreement** applies only to **You** and **Your Vehicle**. In the event the covered **Vehicle** is repossessed, declared a total loss, or **You** give notice of cancellation, this **Agreement** shall terminate. Submit immediately to (per #3 below) or the selling dealer/vendor in writing the following: the Contract number, VIN, mileage, including a certified ending odometer reading, make and model of **Vehicle**. If cancelled within thirty (30) days and no claims have been paid, the amount of the refund shall be equal to the full amount paid for this agreement. Otherwise in determining the amount of any refund, the purchase price of the **Agreement** shall be multiplied by the greater of (a) the portion obtained by dividing the total mileage used from the date of sale of the **Vehicle** by the maximum number of miles covered under this **Agreement** or (b) the fraction obtained by dividing the number of months covered under this **Agreement**. The difference between the number so obtained and the price of the **Agreement**, less a refund fee (as determined below), less any authorized claims (where allowable by law) shall be refunded to **You** and/or the lienholder. In the event of repossession or total loss the lienholder will be the sole payee. Refer to the state notices on the back of this page for specific state guidelines. CANCELLATION FEE: The cancellation fee is \$75.00. See State Guidelines for exceptions.
2. We may cancel this **Agreement** for fraud, misrepresentation, or for non payment of this **Agreement** by mailing a Notice of Cancellation stating the reason for cancellation to **Your** last known address.
 - i. In the event the cost of this **Agreement** is included in a 'Retail Installment Sales Contract' and We cancel this **Agreement** prior to payment in full of the installment sales obligation, the refund due hereunder shall be made to the lienholder.
 - ii. Cancellation of this **Agreement** shall become effective fifteen (15) days after Notice of Cancellation has been mailed to **You**.
3. In the event **You** cancel this **Agreement**: Please mail cancellation requests including certified ending odometer reading to: National Auto Division, 2323 Highway 9 North, Howell, NJ 07731.
4. By The Lienholder — **You** understand and acknowledge that the lienholder (if any) has the right to cancel this **Agreement** if **Your Vehicle** is repossessed or destroyed or **You** are otherwise in default of **Your** obligations to repay the amount financed by the lienholder.