

## 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

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**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.





PEACE OF MIND, FOR THE ROAD AHEAD...

5695 Yukon Street ~ Arvada ~ Colorado ~ 80002

(800) 531-1925 ~ Fax: (303) 420-7543

Part Two of Two Parts – Auto/ Truck Service Contract Coverage Pages

## TERMS AND CONDITIONS

### DEFINITIONS

|                       |   |
|-----------------------|---|
| <b>Administrator</b>  | refers to American Auto Shield, LLC.  |
| <b>Contract</b>       | refers to this Vehicle Service Contract, which You purchased from Us to protect Your Vehicle.   |
| <b>Commercial Use</b> | means any vehicle used for business purposes. Vehicles that are used in excess of manufacturer's g.v.w.r. for excessive hauling and pulling or are in excess of 1-ton classification are excluded from coverage hereunder. Tow trucks, taxis, and police vehicles are excluded from coverage. |
|                       | refers to this Vehicle Service Contract, which You purchased from Us to protect Your Vehicle.   |
| <b>Coverage</b>       | refers to the component protection you have chosen, as shown on the Contract.   |
| <b>Deductible</b>     | refers to the Deductible type and amount you will need to pay, as shown on the Contract, for each repair visit.   |
| <b>Failure</b>        | Failure is defined as a Failure of a defective part or faulty workmanship as supplied by the Manufacturer or Dealer, but does not include gradual reduction in operating performance due to wear or tear or damage resulting from Failure of non-covered parts.                               |
| <b>We, Us, Our</b>    | refers to the entity that is obligated to perform under this Contract, as indicated on the Contract.  |
| <b>You, Your</b>      | refers to the Contract holder named on the Contract or the person to whom this Contract was properly transferred.   |
| <b>Vehicle</b>        | refers to the Vehicle, which is described on the Contract, which cannot be used for rental, emergency or for-hire purposes.   |
| <b>Waiting Period</b> | refers to claims not being valid/paid within the first 30 days and 1,000 miles from the date and odometer reading on the Contract.  |



**CONTRACT PERIOD:** This Contract begins upon the Contract sale date and starting odometer shown above and will continue for the term purchased. Expiration will be calculated by adding the number of years to the Contract start date and the term miles to the starting odometer.

**FAILURE OF COVERED PARTS:** We will pay or reimburse You for reasonable costs to repair or replace any Failure of a part included in Your Coverage. Replacement parts may be new, remanufactured or replacement parts of like kind and quality.

**TERRITORY:** This Contract is limited to Failures, which occur, and repairs that are made, within the United States of America and Canada.

**LIMIT OF LIABILITY:**

a) The Maximum limit of liability of this contract, all claims paid and payable, shall be the lesser of a) \$5000; or b) the actual cash value (ACV) of the vehicle at the time of repair as determined by the NADA trade value whichever is less. If a claim on the engine or the transmission exceeds the actual cash value of the vehicle and the Administrator elects to pay the actual cash value of the vehicle, the vehicle becomes the property of the Administrator for salvage. You must be able to provide free and clear title prior to Administrator paying the ACV.

b) The limit of liability per covered component is as follows: \$3000 in Engine, Turbo/Supercharger claims. \$2000 in Transmission and Transfer Unit claims. \$500 in Water Pump claims. \$1500 in Differential claims.

**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 necessary to enable Us to enforce these rights.

**TRANSFER RIGHTS:** This Contract is for the benefit of the original Contract holder and is transferable subject to a transfer fee providing: You must submit the following:

- a) Transfer application (Available from Administrator).
- b) Bill of sale showing sale date and mileage at time of sale.
- c) \$50.00 Transfer fee made payable to the Administrator within thirty (30) days of the transfer of Vehicle ownership.

**MAINTENANCE REQUIREMENTS:** You must maintain Your Vehicle according to the manufacturer's recommendations as outlined in the owner's manual. Proper documented and verifiable receipts for oil and oil filter changes will be required in the event of a claim. Handwritten receipts will not be accepted.

**\*\*NOTE:** *Your owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. You are required to follow the maintenance schedule that applies to Your conditions.*

**DEDUCTIBLE:** In the event of a Failure covered by this Contract, You will be required to pay a one-hundred (\$100) Deductible per repair visit.



## COVERAGE

**ENGINE** (Gas or Diesel): All internally lubricated parts including: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and bearings, camshaft and bearings, timing chain or belt, timing gears, intake and exhaust valves, valve springs, valve guides, oil pump, push rods, rocker arms, rocker arm shafts, hydraulic and solid lifters;. The engine block and heads are also covered if damage is caused by a Failure of any of the above covered components.

**WATER PUMP:** Impeller shaft; bearings; bushings and housing.

**TURBO/SUPERCHARGER:** Internal parts; vanes; shafts; bearings and housing if damage is caused by a Failure of a covered component.

**TRANSMISSION:** (Automatic or Standard): All internal parts; torque converter; vacuum modulator and mounts. Does not include clutch assembly; pressure plate; flywheel; throw out bearing; worn synchronizers; cables or electrical items. The case is also covered if damage is caused by a Failure of any of the above covered items.

**TRANSFER UNIT (4x4):** Internal parts including: bearings, bushings, sprockets, chains, sleeves and gears (excluding electrical items). The transfer case is also covered if damage is caused by a Failure of any of the above covered components.

**DRIVE AXLE:** (a) Differential housing, transaxle housing & final drive housing, ONLY if damaged by the failure of a lubricated internal part. (b) All lubricated internal parts contained within the housings. (c) Axle shafts;

**SEALS AND GASKETS:** Seals and Gaskets are replaced only as part of repair or replacement of the above covered components. Leaking gaskets or seals are not covered.

## BENEFITS

- **CAR RENTAL REIMBURSEMENT:** Should the Contract Holder's Vehicle become inoperable and have to remain overnight for repair at the Dealership or Authorized Repair Facility, Administrator agrees, in the event of a Failure of a covered component, to reimburse the Contract Holder for rental car transportation (except where prohibited by law). Such expense shall be limited to twenty dollars (\$20) per calendar day and not to exceed one hundred dollars (\$100) per occurrence. In computing the amount due under this rental Coverage, only actual factory manual repair time on the Vehicle is covered. Example 1 to 8 hours = 1 day; 8.1 to 16 hours = 2 days; 16.1 to 24 hours = 3 days; 24.1 to 32 hours = 4 days, 32.1 to 40 hours = 5 days. Car rental *benefit* will not be extended to include downtime waiting for parts or other delays beyond control of the Dealer or Authorized Repair Facility.
- **TOWING ASSISTANCE:** When towing is necessary as a result of the failure of a covered component and the Vehicle is towed to the nearest authorized service facility, You will be reimbursed up to \$50.00.

## WHAT TO DO IN THE EVENT OF A FAILURE

- a. 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.



- b. Present this Contract to the Repair Facility, call **American Auto Shield, LLC**, toll free at **1-800-531-1925**, and fax any required maintenance receipts. American Auto Shield, LLC, can be reached through the mail at 5695 Yukon Street, Arvada, CO 80002.
- c. Prior to proceeding with repairs, ensure the Repair Facility calls American Auto Shield, LLC, with an estimate of repairs and receives an authorization number from American Auto Shield, LLC.
- d. American Auto Shield, LLC, reserves the right to inspect any Breakdown prior to authorization.
- e. The Claims Department of American Auto Shield, LLC, is responsible for the performance of Provider under this Contract.
- f. In-home service is not provided under this Contract. Any payment of the costs of transporting the vehicle for service is provided under this Contract exclusively pursuant to the terms and conditions.
- g. The Contract Holder is responsible for paying a \$100 deductible for each visit to the Repair Facility.
- h. Reimbursement for emergency repairs performed outside of normal business hours can be obtained by the Contract Holder only if he/she follows the above procedures on the first business day after such emergency repairs are performed.

**(The max labor rate that will be paid on all authorized repairs will be \$75.00 per hour.)**

#### **CANCELLATION OF VEHICLE SERVICE CONTRACT**

The Contract Holder may cancel this Contract by sending this Contract with a notarized statement indicating the actual miles on your vehicle at the date of the request to National Auto Division, at 2323 Highway 9 North, Howell, NJ 07731. The Contract Holder may cancel this Contract within sixty (60) days of the Contract Purchase Date, if no claim has been made, and receive a full refund of the Total Contract Purchase Price, less claims paid. The Contract Holder may cancel this Contract at any other time and receive a pro rata refund of the Total Contract Purchase Price based on the greater of the days in force or the miles driven compared to the Total Contract Term, less the applicable cancellation fee and claims paid. All cancellations for contracts that have been financed will be paid to the Participating Lender, unless the contract has been paid in full by the customer. The Term of this Contract for cancellation purposes will be based on the date of purchase of the vehicle and the vehicle mileage on such date. American Auto Shield, LLC, is primarily liable to provide any refund under this Contract. If this contract was purchased in **Illinois**, the cancellation fee shall be ten percent of the service contract price not to exceed \$50.00. If this Contract was purchased in **Arizona, Georgia or North Carolina**, the refund will be issued on the above-mentioned pro rata basis, whenever it is canceled. If this contract was purchased in **South Carolina**, the contract may be returned within (20) days from the date issued to the customer and receive a refund of the full purchase price, less claims paid. In addition, a ten percent penalty per month shall be added to a refund that is not paid within (45) days after request was made. If this Contract was purchased in **Alabama, Illinois, Nevada, Texas or Wyoming**, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of the Contract to American Auto Shield, LLC. If this Contract was purchased in **New York or Washington**, said penalty shall be added to a refund not made within thirty (30) days of return of the



Contract to American Auto Shield, LLC ; The applicable cancellation fee shall be \$50, except: if this Contract was purchased in **Alabama**, the applicable cancellation fee shall be \$25 and will not be assessed if the Contract Holder is entitled to a full refund hereunder; if this Contract was purchased in **Georgia** or **Missouri**, a cancellation fee shall not be assessed; if this Contract was purchased in **Nevada** and it is canceled within twenty (20) days after the Contract Purchase Date, there shall be no applicable cancellation fee; if this Contract was purchased in **North Carolina** customer may cancel at any time and receive a pro rata refund less any claims paid on the contract and a reasonable cancellation fee not to exceed ten percent (10%) of the refund issued hereunder; if this Contract was purchased in **Washington**, the applicable cancellation fee shall be \$25 if the Contract is canceled ten (10) or more days after the Contract Purchase Date (if the Contract is canceled before that time, there shall be no applicable cancellation fee). Refunds issued hereunder shall be issued less the value of any services received by the Contract Holder (including claims paid), except: if this Contract was purchased in **Alabama** or **Illinois**, such subtraction of the value of any services received by the Contract Holder shall apply only to cancellations not fully refunded; if this Contract was purchased in **Arizona**, **Nevada** and **Wisconsin** such subtraction of any services received by the Contract Holder shall never apply; If this contract was purchased in **Wyoming** cancellation refunds made to the Participating Lender will be made payable to the Participating Lender and the contract holder.

## **EXCLUSIONS**

*Parts not listed are not covered.*

*This Vehicle Service Contract Provides NO Coverage or Benefits for the following:*

- A. FAILURE OF A COVERED COMPONENT OCCURRING WITHIN THE FIRST THIRTY (30) DAYS AND 1,000 MILES AFTER THE START DATE WILL NOT BE COVERED.
- B. OIL CONSUMPTION, WORN OUT PARTS, AND DIMINISHED PERFORMANCE INCLUDING THAT RESULTING FROM A GRADUAL REDUCTION IN OPERATING PERFORMANCE DUE TO NORMAL WEAR AND TEAR SUCH AS TO GUIDES, VALVES, RINGS, AND TRANSMISSION CLUTCH PACK, DISCS AND BANDS IS NOT COVERED.
- C. DIESEL ENGINES MANUFACTURED PRIOR TO 1990, ROTARY ENGINES, 4100 GM ENGINES OR ENGINES USED IN COMMERCIAL VEHICLES ARE EXCLUDED.
- D. THE FOLLOWING PARTS: CARBURETOR; BATTERY; BATTERY/BATTERY PACK ON HYBRID VEHICLES; SHOCK ABSORBERS; MANUAL TRANSMISSION CLUTCH ASSEMBLY; FRICTION CLUTCH DISC AND PRESSURE PLATE; THROWOUT BEARING; MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS; LENSES; SEALED BEAMS; LIGHT BULBS; BRAKE HARDWARE; ALL EXHAUST AND EMISSION COMPONENTS EXCEPT THOSE SPECIFICALLY LISTED UNDER THE COVERAGE SECTION OF THIS CONTRACT; WEATHER STRIPS; ALL TRIM, MOLDINGS, HANDLES, KNOBS OR DIALS; BRIGHT METAL; CHROME; UPHOLSTERY AND CARPET; PAINT; OUTSIDE ORNAMENTATION; BUMPERS; BODY SHEET METAL AND PANELS; TIRES AND WHEELS/RIMS; GPS NAVIGATION SYSTEMS; PHONE SYSTEMS; TV/VIDEO/ENTERTAINMENT SYSTEMS AND INTERNET ACCESS SYSTEMS.



- E. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS; WHEEL BALANCING; TUNE-UPS; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; HOSES; DRIVE BELTS; BRAKE PADS, LININGS, SHOES, DRUMS AND ROTORS; WIPER BLADES.
- F. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING COST; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS EXCEPT WHEN REPLACEMENT IS REQUIRED DUE TO A COVERED FAILURE.
- G. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.
- H. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS CONTRACT; SLUDGE BUILD-UP OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.
- I. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF NO FAILURE HAS OCCURRED REGARDLESS OF REPAIR FACILITY RECOMMENDATIONS; OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER; ANY REPAIR NOT SPECIFICALLY AUTHORIZED BY US.
- J. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING, OR HAVE USED, YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER. THIS WILL INCLUDE, BUT NOT BE LIMITED TO: THE FAILURE OF ANY CUSTOM OR ADD-ON AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISED DEALER OR NOT; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; UNAUTHORIZED MODIFICATIONS TO ANY SYSTEM.
- K. IF YOUR ODOMETER HAS CEASED TO WORK AND REPAIRS HAVE NOT BEEN IMMEDIATELY MADE; THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE; OR IF VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.
- L. ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSONS ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED. LOSS OF TIME, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS THAT RESULTS FROM A



FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGES HEREIN.)

- M. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT LUBRICANTS OR COOLANT. 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 EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE OR WHEN OVERHEATING OCCURS.
- N. SALVAGED TITLE VEHICLES; WHEN RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY; WARRANTY FROM THE MANUFACTURER INCLUDING EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES; A REPAIRER'S SERVICE CONTRACT/WARRANTY; OR FAILURES FOR WHICH THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS
- O. 3000 GT, 300ZX, ACURA NSX, ALFA ROMEO, ALTERNATIVE FUEL VEHICLES, ASTON MARTIN, AUDI, AUSTIN HEALEY, BENTLEY, BMW, COMPETITION/ OFF ROAD, CORVETTE, COMMERCIAL/DELIVERY VEHICLES, EMERGENCY VEHICLES, FIAT, FERRARI, HUMMER, JAGUAR, LAMBORGHINI, LAND ROVER, LIGHTNING, LOTUS, MASERATI, MERCEDES, MUSTANG COBRA, NO BRANDED OR SALVAGED VEHICLES, NO GREY MARKET VEHICLES, NO INOPERATIVE ODOMETERS, NO MILEAGE OVER 150,000, NO MOTOR HOMES, NO MOTORCYCLES, NO TWIN TURBO VEHICLES, ONE-TON VEHICLES OR GREATER, OVER 8 CYLINDERS, PEUGEOT, PORSCHE, PROWLER, RACING VEHICLES, RANGE ROVER, RENAULT, ROLLS ROYCE, DIESELS PRIOR TO 1990, DODGE STEALTH, 4100 ENGINES, ROTARY ENGINES, RX-7, RX-8, SAAB, SNOW PLOWS, STEALTH, STERLING, SUBARU SVX, TAURUS SHO, TRAILER USE IN EXCESS OF MFR'S LIMITS, VIPER, YUGO, ANY CLASSICS, RECREATIONAL VEHICLES, OR ANY EXOTIC VEHICLE.
- P. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR OTHER OBJECT OR VEHICLE WITHOUT BEING EQUIPPED WITH A FACTORY INSTALLED OR AUTHORIZED TOW PACKAGE; OR IS USED FOR COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE, LIVERY OR SHUTTLE, TOWING OR ROAD REPAIR, CONSTRUCTION, FARMING OR AGRICULTURAL PURPOSES, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICES, PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK.
- Q. ANY FAILURE OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- R. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.



**S. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.**

**ANY VEHICLE WITH AN ODOMETER READING OF 150,000 MILES OR GREATER IS NOT ELIGIBLE FOR THIS COVERAGE.**

#### **OTHER IMPORTANT CONTRACT PROVISIONS**

**When you receive this Contract read it carefully. Ensure that Part One, the Declaration Page is complete and accurate. Read all sections of Part Two, the Coverage Pages, carefully and if you are unclear about any information herein call the Administrator, for clarification.**

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

#### **ARBITRATION**

**All claims or disputes relating to this Service Contract or the breach thereof shall be decided by binding arbitration unless YOU and American Auto Shield agree otherwise. Arbitration shall be specifically enforceable under the prevailing arbitration law. American Auto Shield agrees to use one (1) arbitrator, mutually acceptable to YOU and American Auto Shield. Written notice of the request for arbitration must be filed with American Auto Shield within a reasonable time after the claim or dispute has arisen, but not later than one (1) year after the claim or dispute arises. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.**

**If YOU have any legal claim against American Auto Shield and do not agree to arbitration, YOU agree that any action, claim, or suit shall only be brought in the District Court, Jefferson County, Colorado. If YOU bring any such action, claim, or suit against American Auto Shield in any court or forum other than in the District Court, Jefferson County, Colorado, American Auto Shield can seek dismissal of YOUR action, claim, or suit and require that it be maintained in Jefferson County, Colorado. No arbitration clause may prohibit a Arizona Service Contract holder from seeking remedy by filing a complaint with the director of the Arizona Department of Insurance as provided under the provisions of A.R.S. § 20-1095.04. The venue for arbitration settlement or any legal claim by a Arizona resident contract holder is the state of Arizona.**

**ARIZONA-** Claims may not be denied solely because of a pre-existing condition unknown by the Contract Holder at time of purchase.

**CONNECTICUT –** The expiration date of this contract shall automatically be extended by the duration that the vehicle is in our custody being repaired. "Resolution of Dispute" – Written complaints may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn, Consumer Affairs. The Written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty contract.

**IOWA –** The Iowa Insurance Commissioner is Therese M. Vaughan, Division of Insurance, State of Iowa, 330 East Maple Street, Des Moines, Iowa 50319.

**IDAHO –** Coverage afforded under this motor Vehicle Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.



**SOUTH CAROLINA** – If the provider does not timely resolve such matters within (60) days of proof of loss, they may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, or (800)768-6134.

**TEXAS** – Unresolved complaints concerning Provider or questions concerning the regulation of Service Contract providers may be addressed to the Texas Department of Licensing and Regulation, E.O. Thompson State Office Building, 920 Colorado, Austin, Texas 78701, (512) 463-2906.

**UTAH** – Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

**WASHINGTON** – The implied warranty of merchantability on the motor vehicle is not waived if the Contract has been purchased within ninety (90) days of the purchase date of the motor vehicle from a Provider who also sold the motor vehicle covered by the Contract. The Contract Holder acknowledges by initialing hereafter that he/she has read the sections entitled Contract Holder Obligations, What To Do If You Have A Breakdown, Covered Parts, Exclusions -What This Vehicle Service Contract Does Not Cover, Contract Term, and How This Contract May Be Canceled.

**WISCONSIN** – Claims may not be denied solely because the contract holder did not obtain preauthorization within a reasonable time frame. **This warranty is subject to limited regulation by the office of the commissioner of insurance. A security deposit with the Wisconsin state treasurer is being used in lieu of an insurance policy**

**WYOMING** – Arbitration will be in accordance with the Wyoming Arbitration Act. Any other legal action is in accordance with Wyoming state law.

This Contract is not renewable.