

PURCHASER / VEHICLE / SELLING DEALER / LIEN HOLDER INFORMATION

PURCHASER(S) NAME		AREA CODE AND TELEPHONE NUMBER
STREET ADDRESS		CITY, STATE, AND ZIP CODE
VEHICLE IDENTIFICATION NUMBER		YEAR, MAKE, AND MODEL OF VEHICLE
VEHICLE IN-SERVICE DATE	VEHICLE ODOMETER READING AT TIME OF SALE	RATE CLASS
CONTRACT SALE DATE		VEHICLE SELLING PRICE \$
NAME OF SELLING DEALER		ADDRESS OF SELLING DEALER
TELEPHONE NUMBER OF SELLING DEALER		SELLING DEALER SIGNATURE X
LIEN HOLDER	LIEN HOLDER'S ADDRESS	

ADMINISTRATOR OBLIGOR: First Automotive Service Corporation, 2400 Louisiana Blvd NE, Building 4, Albuquerque, NM 87110, 1-800-634-4333. The Administrator Obligor's performance under this Contract is insured by Dealers Assurance Company, P.O. Box 21185, Upper Arlington, OH 43221, Telephone 1-800-282-8913. If a Covered Repair is not paid within sixty (60) days after proof of loss has been filed, You may file a claim with Dealers Assurance Company at the address listed above.

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS SERVICE CONTRACT. THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND I AGREE TO THE SPECIFIC COVERAGES SELECTED BELOW.

SIGNATURE _____

DATE _____

THIS CONTRACT IS NOT AN INSURANCE POLICY. IT IS A SERVICE CONTRACT BETWEEN YOU AND THE ADMINISTRATOR. ANY CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS CONTRACT IS INVALID AND OF NO FORCE OR EFFECT. IF ANY INFORMATION ON THIS CONTRACT IS IN ERROR, CONTACT THE SELLING DEALER OR ADMINISTRATOR IMMEDIATELY. PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR TO OBTAIN VEHICLE FINANCING.

NEW VEHICLES

COVERAGE

POWERTRAIN STANDARD HIGH-TECH
 COMPREHENSIVE WRAP DIESEL WRAP

FOR THIS SERVICE CONTRACT TO BE VALID, THE FOLLOWING TERMS MUST BE CLEAR, LEGIBLE, WITHOUT CORRECTION, AND AVAILABLE TO THE SELLING DEALER AT THE TIME OF SALE.

_____ MONTHS _____ MILES

NEW VEHICLE coverage, excluding WRAP and DIESEL WRAP coverage, expires by time measured from the contract sale date or mileage measured from zero (0) miles, whichever occurs first. WRAP and DIESEL WRAP coverage expire by time measured from original in-service date or mileage measured from zero (0) miles, whichever occurs first.

USED VEHICLES

COVERAGE

POWERTRAIN STANDARD HIGH-TECH
 COMPREHENSIVE CERTIFIED WRAP

FOR THIS SERVICE CONTRACT TO BE VALID, THE FOLLOWING TERMS MUST BE CLEAR, LEGIBLE, WITHOUT CORRECTION, AND AVAILABLE TO THE SELLING DEALER AT THE TIME OF SALE.

_____ MONTHS _____ MILES

USED VEHICLE coverage, excluding CERTIFIED WRAP coverage, expires by time measured from the contract sale date or mileage measured from the vehicle odometer reading at the time of sale, whichever occurs first. CERTIFIED WRAP coverage expires by time measured from original in-service date or mileage measured from zero (0) miles, whichever occurs first.

DEDUCTIBLE PER VISIT

\$0 \$50 \$100 DD \$ 100 \$200

If you have selected a Disappearing Deductible (notated by "DD" after the dollar amount above), Covered Repairs performed by the Selling Dealer will have no deductible. However, if Your Vehicle is not repaired by the Selling Dealer, the dollar amount preceding the "DD" will apply.

VEHICLE SURCHARGES

1 ton 4WD / AWD Pre 2002 Northstar Diesel
 10 cyl Commercial Use Supercharger/Turbo Snowplow
 12 cyl Northstar Dual Rear Wheels Lift/Lower

YOU MUST SELECT AND PAY FOR ANY SURCHARGE THAT APPLIES TO YOUR VEHICLE OR COVERAGE MAY BE DENIED.

IF NO COVERAGE IS REFLECTED ABOVE, POWERTRAIN COVERAGE WILL APPLY. IF NO TIME AND MILES INFORMATION IS PROVIDED, TERMS WILL BE 12/12 FOR USED VEHICLES AND 36/100,000 FOR NEW VEHICLES. IF NO DEDUCTIBLE INFORMATION IS PROVIDED, A \$100 DEDUCTIBLE WILL APPLY. IN THE EVENT THERE IS A COMBINATION OF NO COVERAGE SELECTED AND NO TIME AND MILEAGE INFORMATION REFLECTED, VEHICLES LESS THAN 12 MONTHS OLD WITH LESS THAN 18,000 MILES WILL BE CONSIDERED NEW AND ALL OTHERS WILL BE CONSIDERED USED.

ADDITIONAL BENEFITS (NOT SUBJECT TO ANY DEDUCTIBLE)

RENTAL CAR REIMBURSEMENT: If Your Vehicle sustains a Mechanical Breakdown resulting in a Covered Repair, then You may qualify for rental car coverage for up to \$30 per day, with a 5 day maximum, not to exceed \$150 per occurrence. Your rental car coverage is contingent upon the labor time required to replace/repair Covered Components authorized by the Administrator. The Administrator will use factory labor guides or industry recognized flat-rate manuals to determine the required repair time. However, this repair time specifically excludes the downtime waiting for parts or any other delays beyond the control of the Selling Dealer, repair facility, or the Administrator. The labor time necessary for rental car coverage is as follows: 1 to 8 hours = 1 day, 8.1 to 16 hours = 2 days, 16.1 to 24 hours = 3 days, etc. Your rental car benefits will not continue beyond the day the repairs are completed and the repair facility notifies You of completion. All vehicles must be rented from the dealer or a licensed car rental facility.

TOWING COVERAGE: If Your Vehicle sustains a Mechanical Breakdown resulting in a Covered Repair, then We will reimburse You for reasonable towing charges which You incur to have Your Vehicle towed to the Selling Dealer or to an authorized Licensed Repair Facility, not to exceed \$80 per occurrence.

TRIP INTERRUPTION: If You are more than 100 miles from Your home and Your Vehicle is in need of Emergency Repairs, then You may qualify for Trip Interruption benefits which include lodging and meal reimbursement for up to \$75 per day, with a 3 day maximum, not to exceed \$225.00 per occurrence. This benefit applies when a Licensed Repair Facility must keep Your Vehicle overnight to repair Your Vehicle, but does not extend beyond the day the repairs are completed. Receipts must be legible and verifiable. Handwritten receipts will not be accepted. For lodging and meal reimbursement, contact the Administrator @ 1-877-727-7247 (NOTE: Only available where allowed by law).

SERVICE CONTRACT PRICE \$ _____

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR PRIOR TO THE COMMENCEMENT OF ANY TEAR DOWN OR REPAIRS.
PLEASE CALL 1-877-727-7247 FOR AUTHORIZATION AND INSTRUCTIONS.**

ADDITIONAL BENEFITS (CONTINUED)

EMERGENCY ROADSIDE ASSISTANCE: The following Emergency Roadside Services are available to **You**, with a maximum of \$80.00 per occurrence:

- **EMERGENCY TOWING** – If **Your Vehicle** is disabled and in need of a tow, Roadside Services will dispatch a towing provider to your location.
- **BATTERY SERVICE** – A “jump start” will be applied in an attempt to start **Your Vehicle**.
- **FLAT TIRE CHANGE** – Service will be provided to remove the flat tire and replace it with **Your** properly inflated spare tire.
- **LOCKOUT** – If **Your** keys are accidentally locked inside **Your Vehicle**, Roadside Services will provide assistance to gain entry to the **Vehicle** (**You** will be required to show proper identification).
- **FUEL, OIL, FLUID and WATER DELIVERY** – If **Your Vehicle** requires an emergency supply of FUEL, OIL, FLUID, or WATER, then Roadside Services will arrange delivery to **You**. Upon request, **You** will be required to pay for the cost of FUEL, OIL, FLUID or WATER when delivered.

No service may be duplicated within 72 hours of the initial request.

FOR EMERGENCY ROADSIDE SERVICES CALL 1-866-597-2756

A. MAINTENANCE AND RECORDS

To obtain the benefits provided by this **Service Contract**, **Covered Components** must be maintained at a **Licensed Repair Facility** and in accordance with what is recommended by the manufacturer of **Your Vehicle**. Proper documentation and verifiable receipts for all maintenance and repairs will be required in the event of a claim. Receipts must reflect **Your** name, proper **Vehicle** documentation (i.e. year, make, and model), complete **Vehicle** identification number, and the current mileage of the **Vehicle**. Handwritten receipts will not be accepted. Failure to provide proof of required maintenance may result in denial of coverage.

B. WHAT IS COVERED

For convenience, **Covered Components** are sub-categorized by related vehicle systems. Only those items listed after each sub-category are covered, subject to the terms and conditions of this **Service Contract** and in accordance with the coverage and surcharges selected. If a **Failure** occurs to a **Covered Component** during the term of this **Service Contract**, the **Administrator** will pay for the repair or replacement of the **Covered Component**, subject to the terms and conditions herein.

POWERTRAIN COVERAGE

- * **ENGINE COMPONENTS:** Oil Pump, Distributor Shaft and Housing, Harmonic Balancer, Valve Covers, Timing Cover, Water Pump, Fuel Pump, Intake Manifold, and all the internal **Lubricated Parts** of the Engine. The Engine Block and Heads are covered only if damaged by the **Failure** of an internal **Lubricated Part**.
- † **TURBO/SUPERCHARGER:** All internal **Lubricated Parts** of the Turbocharger/Supercharger. The Housing is covered only if damaged by the **Failure** of an internal **Lubricated Part**.
- TRANSMISSION COMPONENTS** (Automatic & Manual): Torque Converter, Vacuum Modulator, and all of the internal **Lubricated Parts** of the Transmission. Covers, Pans, and Cases are covered only if damaged by the **Failure** of an internal **Lubricated Part**.
- * **TRANSFER CASE COMPONENTS:** All internal **Lubricated Parts** of the Transfer Case or All Wheel Drive Mechanism. The Transfer Case Housing or Housing for the All Wheel Drive Mechanism is covered only if damaged by the **Failure** of an internal **Lubricated Part**.
- * **FRONT AND REAR DIFFERENTIAL COMPONENTS:** Axle Shafts, Constant Velocity Joints, and all of the internal **Lubricated Parts** of the Differential. The Differential Case is covered only if damaged by the **Failure** of an internal **Lubricated Part**.
- SEALS & GASKETS:** Seals & Gaskets coverage applies to all of the items listed above. However, if any of the items listed above require a surcharge, then the required surcharge must be selected and paid for Seals & Gaskets coverage to apply to that item. Seals & Gaskets coverage is limited to **Vehicles** with less than 125,000 miles at the time of sale.
- * **SOME ENGINES REQUIRE A SURCHARGE FOR COVERAGE TO APPLY (PLEASE VIEW “VEHICLE SURCHARGES” ON THE DECLARATIONS PAGE FOR ANY APPLICABLE SURCHARGES).**
- † **SURCHARGE REQUIRED FOR COVERAGE ON TURBOCHARGER / SUPERCHARGER COMPONENTS.**
- * **THE 4WD / AWD SURCHARGE IS REQUIRED FOR COVERAGE ON THE TRANSFER CASE (OR ALL WHEEL DRIVE MECHANISM) AND 2nd DIFFERENTIAL COMPONENTS.**

STANDARD COVERAGE

STANDARD COVERAGE includes all of the components and stipulations listed in POWERTRAIN COVERAGE, plus the following items only:

- STEERING COMPONENTS:** Manual and Power Steering Gear Assembly, Control Valve and Rack Assembly, Power Steering Pump, Steering Column Main and Intermediate Shafts, Cooler, Pitman Arm, Idler Arm, Tie Rod Ends, Couplings, and Drag Link.
- FRONT AND REAR SUSPENSION COMPONENTS:** Upper and Lower Control Arms, Control Arm Shafts and Bushings, Upper and Lower Ball Joints, Stabilizer Shaft Linkage and Bushings, Spindles, and Spindle Supports.
- BRAKE COMPONENTS:** Master Cylinder, Power Assist Booster and Valve, Wheel Cylinders, Calipers, Combination Valve, Steel Lines and Fittings, Self Adjusters, and Parking Brake Linkage and Cables. NOTE: this level of coverage does not include the ABS system.
- ELECTRICAL COMPONENTS:** Alternator, Voltage Regulator, Starter Motor, Starter Drive, Starter Solenoid, Front Wiper Motor (including internal Circuit Board), Relay and Delay Switches, Manually Operated Switches, and Wiring Harnesses.
- FACTORY AIR CONDITIONING AND HEATING COMPONENTS:** Compressor, Clutch, Clutch Coil and Pulley, Orifice Tube, Condenser, and Evaporator.
- SEALS & GASKETS:** Seals & Gaskets coverage only applies to **Covered Components** and is limited to **Vehicles** with less than 125,000 miles at the time of sale.

HIGH-TECH COVERAGE

HIGH-TECH COVERAGE includes all of the components and stipulations listed in POWERTRAIN & STANDARD COVERAGE, plus the following items only:

- FRONT AND REAR SUSPENSION COMPONENTS:** McPherson Style Struts, Chapman Style Struts, Shackle Bushings and Eye Bushings, Leaf and Coil Springs, Leaf and Coil Spring Bushings, Torsion Bars, Wheel Bearings, Automatic Leveling Unit Compressor, Level Sensor, and Limiter Valve.
- ELECTRICAL COMPONENTS:** Rear Wiper Motor, Heater Blower Motor, Factory Installed Sunroof Motor, Convertible Top Motor, Power Antenna (motor only), Remote Keyless Entry Module, Cruise Control Servo, Cruise Control Module and Transducer, Compass, Thermometer, Electronic Control Module, Oxygen Sensor, Ignition Module, Igniter, Electronic Instrument Cluster and Circuit Board, Power Window Motors/Regulators, Power Door Locks, Power Seat Motors, and Speedometer Head.
- ANTI-LOCK BRAKE (ABS) COMPONENTS:** Electronic Control Unit, Anti-Lock Computer Module, Wheel Speed Sensors/Exciters, Proportioning Valves, High Pressure Hydraulic Pump, Electro-Hydraulic Proportioning Control Valves, and Accumulator.
- FACTORY AIR CONDITIONING AND HEATING COMPONENTS:** Expansion Valve, POA Valve, Drier, Accumulator, Hi-Low Pressure Cut-Off Switch, Ducts and Outlet Hoses, and Automatic Temperature Control Programmer.
- COOLING COMPONENTS:** Radiator, Fan Clutch, Fan Blade, Cooling Fan Motors, and Heater Core.
- FUEL DELIVERY COMPONENTS:** Fuel Injector Metering Pump, Fuel Injectors, Fuel Distributor, Diesel Injection Pump, Fuel Tank, Metal Fuel Lines, Fuel Sending Unit.
- INTERIOR/EXTERIOR COMPONENTS:** Glove Box Door and Hinge, Seat Tracks, Interior and Exterior Door Handles, Door Hinges, Map/Courtesy Light Assembly, and Hood/Trunk Gas Struts.
- SEALS & GASKETS:** Seals & Gaskets coverage only applies to **Covered Components** and is limited to **Vehicles** with less than 125,000 miles at the time of sale.

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR PRIOR TO THE COMMENCEMENT OF ANY TEAR DOWN OR REPAIRS.
PLEASE CALL 1-877-727-7247 FOR AUTHORIZATION AND INSTRUCTIONS.**

COMPREHENSIVE COVERAGE

If **You** selected Comprehensive Coverage and selected and paid all applicable surcharges for **Your Vehicle**, this **Service Contract** will cover necessary repairs to ALL of the mechanical and electrical parts of **Your Vehicle**, except those items listed under "WHAT IS NOT COVERED."

WRAP COVERAGE

If **You** selected Wrap Coverage and selected and paid all applicable surcharges for **Your Vehicle**, this **Service Contract** will cover necessary repairs to ALL of the mechanical and electrical parts of **Your Vehicle**, except those items listed under "WHAT IS NOT COVERED." Additionally, Wrap Coverage specifically excludes all components listed for coverage under the manufacturer's powertrain warranty. Wrap policies are non-transferable unless the factory powertrain coverage is transferred in conjunction with this **Service Contract**.

CERTIFIED WRAP COVERAGE

If **You** selected Certified Wrap Coverage and selected and paid all applicable surcharges for **Your Vehicle**, this **Service Contract** will cover necessary repairs to ALL of the mechanical and electrical parts of **Your Vehicle**, except those items listed under "WHAT IS NOT COVERED." Additionally, Certified Wrap Coverage specifically excludes all components listed for coverage under the factory certified warranty. Examples of certified warranty components include engine, transmission, transfer case, front and rear differential assemblies and their related components. Certified Wrap policies are non-transferable unless the factory certified warranty is transferred in conjunction with this **Service Contract**.

DIESEL WRAP COVERAGE

If **You** selected Diesel Wrap Coverage and selected and paid all applicable surcharges for **Your Vehicle**, this **Service Contract** will cover necessary repairs to ALL of the mechanical and electrical parts of **Your Vehicle**, except those items listed under "WHAT IS NOT COVERED." Additionally, Diesel Wrap Coverage specifically excludes all components listed for coverage under the factory diesel warranty. Diesel Wrap policies are non-transferable unless the factory diesel warranty is transferred in conjunction with this **Service Contract**.

C. LIMITS OF LIABILITY

Repairs covered by this **Service Contract**, per occurrence, are limited to the actual cash value (ACV) of the **Vehicle** immediately prior to the **Breakdown** (The ACV is the "clean trade-in" value as determined by the most recent edition of the regional NADA guide). The total of all benefits that will be paid under this **Service Contract** shall not exceed the price paid for the **Vehicle** by the original purchaser of this **Service Contract**. **Our** liability for incidental and consequential damages including, but not limited to personal injury, physical damage, property damage, loss of **Vehicle** use, loss of time, inconvenience and commercial loss resulting from the operation, repair, maintenance or use of this **Vehicle** is expressly excluded.

D. WHAT IS NOT COVERED

In accordance with the coverage **You** selected on the front page of this **Service Contract**, any part not specifically listed under the "WHAT IS COVERED" section is not covered. In addition, this **Service Contract** does not apply to the following:

1. Any repair that has not received prior authorization from the Administrator. This exclusion does not apply to emergency repairs performed outside of the Administrator's business hours.
2. The repair or replacement of any motor vehicle component which was not operating properly in accordance with manufacturer's specification at the time this **Service Contract** was sold (i.e. pre-existing conditions).
3. Any **Vehicle** with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, fire, or gray market).
4. Any **Vehicle** that has been repurchased by or had its price renegotiated with the manufacturer, or that has had the manufacturer's warranty revoked or voided.
5. The repair or replacement of any Covered Component that has not Failed, as defined in this **Service Contract**.
6. The repair, retrofit, or replacement of any component required for compliance by any local, state, or federal law or legislation.
7. The gradual reduction in component performance through normal or excessive usage. The repair or replacement of engine valves, valve guides, valve seals, and/or piston rings, if the purpose of such repair(s) is simply to raise the compression of the engine, increase performance, or to reach acceptable oil consumption, is not covered.
8. Damage due to the alteration, modification, or use of **Your Vehicle** in a manner not recommended by the manufacturer, including the use of "non-stock" or modified parts. Failures caused by modified suspensions are not excluded if the "Lift/Lower" surcharge was available and paid at the time this **Contract** was sold. However, all "non-stock" or modified components are not covered.
9. Any Mechanical Breakdown covered by an insurance entity, the manufacturer's warranty or recall, or that has a warranty or "repairer's guarantee" through a repair facility. Additionally, if an insurance entity, the manufacturer, or repair facility notifies **You** that they will monetarily participate in a repair that has been authorized and paid by **Us**, then **We** will exercise **Our** right to recover the respective amount.
10. Any **Vehicle** with an odometer that has been tampered with, altered, disconnected, or not maintained. **You** may be required to provide an odometer statement at the time of sale of this **Service Contract**. Misrepresentation of the odometer reading either before or during the term of this **Contract** may render this **Contract** void.
11. Any Mechanical Breakdown or Failure caused by (a) normal wear and tear, (b) **Your** failure to provide proper maintenance to the failed part or parts, (c) overheating, regardless of the cause of overheating, (d) incorrect, contaminated, or inadequate amounts of coolant, lubricants, or fluids, (e) accidental loss or damage, impact, collision or upset, falling missiles or objects, rust, corrosion, fire, theft, larceny, explosion, lightning, earthquake, wind storm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion, or (f) DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED VEHICLE.
12. Cosmetic damage or cosmetic related repairs (e.g. scratches, nicks, dents, or tears).
13. Body components or repairs related to the body of the **Vehicle** (e.g. bumpers, lenses, glass, paint, convertible or vinyl tops, sheet metal, outside ornamentation, frame or structural body parts, air or water leaks, wind noise, weather strips, squeaks or rattles, trim, upholstery, carpet, or mats).
14. Electronic components that were not originally installed by the manufacturer (i.e. non-OEM components) including the following: audio/video equipment and accessories, navigational systems, security systems, and electronic transmitting/receiving devices.
15. The following, unless required in conjunction with a Covered Repair: upgrades, adjustments, alignments, oil, fluids, greases, lubricants or refrigerant.
16. Maintenance services and parts described in the manufacturer's maintenance schedule for **Your Vehicle**. NOTE: During the term of this **Service Contract**, it may become necessary to (a) replace spark/glow plugs and wires, emission control valves, timing belts, and filters, (b) adjust belts, ignition, transmission bands, or clutch system, (c) clean fuel and cooling systems, or remove sludge or carbon deposits, and (d) maintain or replace items not specifically covered under this **Service Contract**. These aforementioned services and replacements are required because of normal wear and usage—they are **Your** responsibility. Costs for these services and parts are not covered by this **Service Contract**.
17. Any expenses associated with shop supplies, materials charges (i.e. miscellaneous items not directly associated with a covered repair), hazardous waste charges, diagnosis time (where a Covered Mechanical Breakdown has not occurred), freight charges, or storage charges.
18. Any **Vehicle** used for Commercial purposes or that is fitted with snowplow equipment, unless the applicable surcharge(s) is available and paid (NOTE: Snowplow equipment is not covered).
19. The repair or replacement of the following: (a) batteries and battery cables, (b) exhaust system components and catalytic converters, (c) tires, wheels/rims, and shock absorbers (d) fasteners, nuts, bolts, clips, screws, (e) fuses and bulbs, (f) safety restraint systems (including air bags), (g) brake linings, rotors, and drums, (h) sealed beams and HID headlamp systems, (i) wiper blades, hoses, molded rubber, and rubber-like items, (j) clutch disc and linings, clutch pressure plate, clutch throw-out bearings, pilot bearings, (k) bent shift forks, stretched timing chains, and (l) cellular phones.
20. Any losses resulting from delays, labor strikes, loss of time, inconvenience, or other causes beyond the control of the Administrator.
21. The repair or replacement of any Covered Component that has been damaged by a non-Covered Component or from an improper repair.
22. The repair or replacement of any non-Covered Component damaged as a result of the Failure of a Covered Component.
23. Repairs or replacements made outside the United States or Canada or if the **Vehicle** is registered outside the United States or Canada.

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR PRIOR TO THE COMMENCEMENT OF ANY TEAR DOWN OR REPAIRS.
PLEASE CALL 1-877-727-7247 FOR AUTHORIZATION AND INSTRUCTIONS.**

E. WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN

- (1) Take immediate action to prevent further damage to **Your Vehicle**. Any damage resulting from continued operation of an impaired **Vehicle** will constitute failure to protect **Your Vehicle** and will not be covered under this **Service Contract**.
- (2) Return **Your Vehicle** to the **Selling Dealer**. If **You** are within 50 miles of the **Selling Dealer**, repairs or replacements under this **Service Contract** must be performed by the **Selling Dealer** or, if approved in advance by the **Administrator**, at an authorized dealer or **Licensed Repair Facility**. If **You** are outside 50 miles of the **Selling Dealer** and it is not possible or not practical to deliver **Your Vehicle** to the **Selling Dealer**, call the **Administrator** for instructions BEFORE **You** deliver **Your Vehicle** to any **Licensed Repair Facility** other than the **Selling Dealer**.
- (3) Present this **Contract** and proof of all maintenance as expressed under "MAINTENANCE AND RECORDS" to the repair facility.
- (4) Make certain the repair facility contacts the Claims Department for instructions prior to any repairs. The Claims Department can be reached at 1-877-727-7247. AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR PRIOR TO THE COMMENCEMENT OF ANY TEARDOWN OR REPAIRS.
- (5) If **Emergency Repairs** covered by this **Service Contract** are required outside the **Administrator's** business hours, then deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. On the next business day, report the repairs to the **Administrator** at 1-877-727-7247. **Emergency Repairs** are only those repairs, which, if not performed, would impair the future operation of **Your Vehicle** or render it inoperable or unsafe to drive.
- (6) In all instances, if **Your** repair is a **Covered Repair**, then **You** are required to pay the repair facility the deductible amount reflected on the declarations page of this **Contract**. In addition, **You** are also required to pay for anything not authorized by the **Administrator**.

F. WHAT THE ADMINISTRATOR WILL DO WHEN A CLAIM IS REPORTED

The **Administrator** will determine the extent of coverage, subject to the terms and conditions of this **Contract**. Towards this end, the **Administrator** will verify the **Mechanical Breakdown** with the repair facility, verify coverage, determine the **Cost** of the repair, and authorize the claim for any **Covered Repairs** (The claim is not approved unless authorization numbers are given to the repair facility).

NOTE: (1) At the sole discretion of the **Administrator**, a **Covered Part** may be replaced with new parts, remanufactured parts, or with used parts of like kind and quality.

(2) We reserve the right to inspect **Your Vehicle** to verify a **Failure(s)**. In addition, if a dispute arises between the repair facility and **Us**, **We** reserve the right to relocate **Your Vehicle** to a repair facility of **Our** choice. In the event the **Administrator** determines that a repair in question is not a **Covered Repair**, then **You** are responsible for any cost incurred.

G. STATE TAXES

Sales tax on **Covered Repairs** will be paid in accordance with the regulations of the Taxing Authority in the state where **Your Vehicle** has been repaired.

H. DEFINITIONS

- **ADMINISTRATOR, ADMINISTRATOR OBLIGOR, OUR, US, and WE:** First Automotive Service Corporation, P.O. Box 30250, Albuquerque, NM 87190, 1-800-634-4333.
- **COMMERCIAL:** Usage intended primarily for business purposes or to make a profit. Some examples of **Commercial** use are plowing snow, taxi, delivery, shuttle, emergency, towing, or rental.
- **COST:** The customary and reasonable charges for parts and labor necessary to repair or replace **Covered Components**. These charges are subject to the **Administrator's** approval and shall not exceed either the manufacturer's suggested retail (list) price for parts or the labor allowances derived from industry recognized flat-rate manuals. The maximum dollar amount per labor hour shall not exceed \$80.00, unless approved in advance by the **Administrator**.
- **COVERED BREAKDOWN or COVERED MECHANICAL BREAKDOWN:** Breakdown that is covered by this **Contract**.
- **COVERED PART(S) and COVERED COMPONENT(S):** any part of the **Vehicle** listed herein as a **Covered Part/Component** and not excluded from coverage by this **Contract**.
- **COVERED REPAIR:** a repair to a **Covered Part/Component** approved by the **Administrator**.
- **EMERGENCY REPAIRS:** Necessary repairs, which, if not performed, would impair the future operation of **Your Vehicle**, or render it inoperable or unsafe to drive.
- **LICENSED REPAIR FACILITY:** any automotive repair facility licensed by the state in which it resides to perform automotive repairs.
- **LIEN HOLDER:** any financial institution providing financing for the purchase of the **Vehicle** and/or this **Service Contract**.
- **LUBRICATED PART:** a part that requires lubrication to correctly function.
- **MECHANICAL BREAKDOWN, BREAKDOWN, FAILED, or FAILURE:** The inability of any **Covered Component(s)** that has received proper maintenance, as prescribed by this **Service Contract**, to function in the manner for which it was designed. This inability must be the result of defective material or faulty workmanship, but not due to the gradual reduction in component performance through normal or excessive usage. In addition, a **Failed** part must be outside the allowable tolerances prescribed by the manufacturer to be deemed a **Failure**.
- **SELLING DEALER:** the entity identified on the first page of this **Contract** from which **You** purchased **Your Vehicle** and this **Service Contract**.
- **SERVICE CONTRACT or CONTRACT:** this document in its entirety, which explains the coverage and limitations afforded to **You**.
- **VEHICLE:** the **Vehicle** identified on the first page of this **Contract**.
- **YOU, YOUR, OWNER, CONTRACT HOLDER, MY, and I:** the person(s) whose name is listed as the purchaser(s) of this **Service Contract**.

I. CANCELLATION/RENEWAL

The **Administrator** may cancel this **Contract** for material misrepresentation or substantial breaches of contractual duties, conditions, or warranties.

If **Your Vehicle** has been repossessed or declared a total loss, this **Service Contract** will terminate. However, **You** may cancel this **Service Contract** at any time by notifying the **Selling Dealer** or **Administrator** in writing. This notification must include this **Service Contract** and a notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** on the date of the request. If the **Administrator** receives **Your** request within the first thirty (30) days from the contract sale date and no claims have been filed, then **You** will receive a full refund. If the **Administrator** receives **Your** request thirty (30) days after the contract sale date or after a claim has been filed, then **You** will receive a pro rata refund, and any claims paid under this **Contract** will be deducted.

Pro rata refunds are determined by multiplying the amount **You** paid for this **Service Contract** by the lesser of the following two ratios: Either by (a) the number of covered days remaining for the **Service Contract** compared to the original number of covered days, or by (b) the miles of remaining coverage under the **Service Contract** compared to the original covered miles. A cancellation fee of \$50 or 10% of the **Contract** price, whichever is less, will apply to all pro rata cancellations. If there is no **Lien Holder**, the refundable amount will be paid to **You**. If there is a **Lien Holder**, the refundable amount will be paid to the **Lien Holder**.

NOTE: Transferred **Service Contracts** are not eligible for cancellation refunds. This **Contract** is non-renewable.

J. TRANSFER OF VEHICLE OWNERSHIP

If **You** sell **Your Vehicle** or if there is any change in the ownership of **Your Vehicle**, this **Contract** will terminate. However, **You** may request to transfer the remaining coverage of this **Contract** to the new owner within fifteen (15) days of the change in **Vehicle** ownership. **You** must notify the **Administrator** in writing and include the following: a transfer fee of \$50, name and address of the new owner, a copy of the bill of sale or sales contract showing the date and mileage of **Your Vehicle** at the time of sale (when applicable), and proof that **You** transferred the remaining manufacturer's warranty (when available) to the new owner of **Your Vehicle**. The **Administrator** has the discretion to approve or reject your request. Copies of all maintenance records showing actual oil changes and manufacturer's required maintenance must be given to the new owner, no hand written receipts will be accepted. The new owner must retain these records and is subject to the maintenance requirements as specified in this **Contract** and by the **Vehicle** manufacturer. This **Contract** may not be transferred more than once, may not be assigned to another vehicle, and may not be transferred to a new or used vehicle dealer or anyone other than an individual purchasing **Your Vehicle** for personal use.

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR PRIOR TO THE COMMENCEMENT OF ANY TEAR DOWN OR REPAIRS.
PLEASE CALL 1-877-727-7247 FOR AUTHORIZATION AND INSTRUCTIONS.**