

Service Agreement Number

Confirmation of coverage may be obtained by contacting the Administrator at 800-808-0828. This agreement is intended for use on both new and used vehicles.

AGREEMENT HOLDER (PLEASE PRINT OR TYPE)			YEAR	MAKE		MODEL NAME	
ADDRESS			CURRENT MILEAGE	DATEOFPURCHASE		AGREEMENTPRICEINCLUDEDINLOAN	
СІТҮ			PLAN		TERM	SALES TAX INCLUDED IN PRICE	
CUSTOMER PHONE #		Your coverage will expire at				VIN	
FINANCIAL INSTITUTION	ACCOUNT #				ADDITIONAL COVERAGES & OPTIONS		
SALESPERSON Date:							
LIENHOLDER			Turbo/Super Charger (Factory Installed Only)			Super Charger	
I have read, understood and received a copy of this Service Agreement, and I accept all terms and conditions, including the plan, term, price and Arbitration Clause herein, and certify as correct all of the information above including the vehicle's mileage. Please see page 2 for important information.					Image: Control of the second state		
Customer Signature							

### SCOPEOFAGREEMENT

### (THIS IS A LIMITED AGREEMENT.)

Subject to the terms and conditions set forth herein, the Administrator, in return for the payment of the applicable charge, agrees to arrange for reimbursement to the **Repair Facility or Agreement Holder** up to the limits of liability for the **reasonable** cost (as determined by the Administrator) to repair or replace any parts specified in Paragraph 1 due to MECHANICAL BREAKDOWN. The Obligor and Administrator is Auto Services Company, Inc.<sup>TM</sup>, PO Box 2400, Mountain Home, AR 72654, unless otherwise required by State law.

## THIS AGREEMENT BECOMES VALID ONLY UPON RECEIPT AND ACCEPTANCE BY THE ADMINISTRATOR.

At the option of the **Administrator**, failed parts may be replaced with new, like kind or good quality remanufactured, rebuilt, used, or after-market parts.

The Administrator reserves the right to select the methods of repair and/or repair facilities.

### Paragraph I - PARTS EASY STREET - FACTORY TYPE COVERAGE

## WHAT'S COVERED: INCLUDESALLITEMS COVERED UNDER THE MANUFACTURER'S ORIGINAL COVERAGE except for those items listed under "Items not covered".

**24-HOUR ROADSIDE ASSISTANCE** Towing, flat tire changing, fuel and fluid delivery, lock-out service and "jump" starting.

**RENTAL CAR REIMBURSEMENT:** In the event of mechanical breakdown of a covered component, the Agreement Holder will be reimbursed up to \$50 per day for a rental vehicle for each four hours of covered repair time as determined by a national flat-rate guide. Total not to exceed \$250. **Rental receipts required for reimbursement.** 

ITEMS NOT COVERED: Any normal maintenance item including tires, wheels, struts, shocks, brake shoes or pads, rotors or drums, belts, hoses, filters, fluids, lubricants, clutch, pressure plate or clutch release bearing and tune-up items. Exhaust or emission parts, safety restraint system, lighting, wiring, clock, and television. Any body parts, interior parts, trim, glass, paint, air bag system and keyless entry/anti-theft.

### Paragraph II - LABOR

The Administrator will reimburse the Agreement Holder or repair facility for the reasonable cost of labor to replace the required parts set forth in Paragraph I. Labor times will be determined by the current nationally published flat-rate guide.

### **TERMS OF AGREEMENT**

- 1. This Agreement becomes valid from the date of receipt and acceptance by the Administrator and will remain valid for the period selected or maximum mileage of the Agreement whichever comes first. There is no deductible.
- 2. Vehicle owner MUST perform all maintenance as required by the manufacturer for coverage to apply. Proof of compliance containing the date of service, name of facility, mileage and vehicle identification number must be supplied upon request.

### LIMITS OF LIABILITY

The total of all repairs paid or payable shall not exceed the JD Power average trade in value or vehicle purchase price, whichever is less at time of repair(s). Maximum payout on batteries including parts and labor not to exceed \$100.

### THIS AGREEMENT DOES NOT COVER (EXCLUSIONS):

- 1. ANY TRUCK OR CHASSIS WITH GREATER THAN A ONE TON RATING FROM THE MANUFACTURER AND/OR VEHICLES WITH "BRANDED" OR SALVAGE TITLES DO NOT QUALIFY FOR COVERAGE.
- 2. ANY LOSS CAUSED BY COLLISION, VANDALISM, NEGLECT, ABUSE, FIRE, THEFT, FLOOD, CONTAMINATION, FLUID INTERMIX, SLUDGE, CORROSION, MISUSE, ACTS OF GOD, INCORRECT INSTALLATION, IMPROPER REPAIRS TECHNICIAN NEGLIGENCE, MANUFACTURER DEFECTS, OR THE FAILURE TO PROTECT FROM FURTHER DAMAGE.
- 3. ANY LOSS CAUSED BY OVERHEATING, FREEZING OR THE LACK OF ANY NECESSARY OR PROPERAMOUNTS OF LUBRICANTS OR COOLANTS.
- 4. ANY VEHICLE WHICH THE ODOMETER HAS BEEN BROKEN, DISCONNECTED, ALTERED OR CORRECT MILEAGE CANNOT BE READILY DETERMINED.
- 5. ANY REPAIRS TO YOUR VEHICLE IF USED FOR RACING, OFF-ROAD USE, RENTAL, HIRE TO THE PUBLIC, DELIVERY, COMMERCIAL OR EMERGENCY PURPOSES.
- 6. NON-COVERED PARTS CAUSING DAMAGE TO COVERED PARTS OR ANY LOSS OCCURRING PRIOR TO EXPIRATION OF MANUFACTURER'S WARRANTY, RECALL, OR REPAIR GUARANTEE.
- LOSS OF TIME, USE OF VEHICLE, CONSEQUENTIAL DAMAGES, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR REPLACEMENT OF ANY PARTS LISTED IN PARAGRAPH 1. – SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION/EXCLUSION MAY NOT APPLY TO YOU.
   REPAIRS AS A RESULT OF ALTERATIONS NOT RECOMMENDED BY THE MANUFACTURER OR FAILURE TO PERFORM
- 8. REPAIRS AS A RESULT OF ALTERATIONS NOT RECOMMENDED BY THE MANUFACTURER OR FAILURE TO PERFORM MAINTENANCE RECOMMENDED BY THE MANUFACTURER.
- 9. ANY REPAIR OR REPLACEMENT TO ACOVERED PART WHICH HAS NOT FAILED BUT WHICH ARE PAIR FACILITY RECOMMENDS OR REQUIRES TO BE REPAIRED OR REPLACED.
- 10. DIAGNOSTIC TIME, DOWN TIME, TAXES, FLUIDS, ALIGNMENTS, FREON AND SIMILAR A/C COOLANTS, SAFETY RESTRAINT SYSTEMS AND SHOP SUPPLIES ARE NOT COVERED ITEMS.
- 11. THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR FLUID SEEPAGE, PREVENTATIVE MAINTENANCE OR PRE-EXISTING CONDITIONS.

### HOW TO CLAIM

Simply contact or have a representative of the repair facility contact the Administrator before ANY work is performed by calling the Claims Department at 800-808-0828 or by emailing the administrator at claims@route66warranty.com. The following information will be required before authorization for repairs: (1)AGREEMENTNUMBER(2)AGREEMENTHOLDER'SNAME(3)CURRENTMILEAGE(4)MECHANICALCOMPLAINT(5)ITEMIZED ESTIMATE.

For Emergency Road Service CALL 888-357-9637 (Toll Free). See Emergency Road Service Information Attachment (Page 3 of Service Agreement). IMPORTANT: You will be required under this Service Agreement to authorize the repair facility to disassemble the component(s) for inspection before repair or replacement. You will be required to pay the cost of disassembling if the Mechanical Breakdown is not covered by this Service Agreement.

Upon diagnosis and determination of covered items, and subject to the terms and conditions of this Agreement, the Administrator will issue an AUTHORIZATION NUMBER.

**IMPORTANT:** The authorization number MUST appear on all repair bills. **Failure to obtain authorization PRIOR TO REPAIRS will result in nonpayment of claim.** FRAUDULENT or MISUSE of this Agreement will result in non-payment and cancellation. THE ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ALL REPAIRS PRIOR TO OR AFTER REPAIRS ARE PERFORMED.

### VISA REIMBURSEMENT

Upon completion of the repair, authorized claims will be paid for by corporate credit card or check by submitting the following:

(1) AUTHORIZATION NUMBER (2) VEHICLE MILEAGE (3) DATE OF REPAIR (4) MECHANICAL COMPLAINT (5) A PAID ITEMIZED INVOICE INCLUDING: NAMES, NUMBERS, PRICES AND EXPRESSED WARRANTY (6) DESCRIPTION OF NECESSARY LABOR CHARGES (7) VIN (8) AGREEMENT HOLDERS TELEPHONE NUMBER(S) (9) NAME & ADDRESS TO WHOM REIMBURSEMENT IS PAYABLE (10) CUSTOMER SIGNATURE.

Submit information to:

ROUTE 66 EXTENDED WARRANTY

P.O. BOX 1075

MOUNTAIN HOME, AR 72654-1075

or FAX TO: (800) 808-0829 OR EMAIL TO: claims@route66warranty.com

Claims MUST be submitted for reimbursement within thirty (30) days from authorization date.

### **CANCELLATION PROCEDURE**

You, or a person authorized by you, may cancel this Agreement by submitting a written request to the Administrator. It can be mailed to PO Box 1075, Mountain Home, AR 72654 or e-mailed to cancels@route66warranty.com. Include Agreement number, reason for cancellation and a notarized statement indicating the mileage (odometer reading) of the vehicle at the time of cancellation. Request must be received within thirty (30) days of cancellation date. If the Agreement is cancelled within sixty (60) days from the date of purchase, you will receive a full refund provided you have not entered a claim. After sixty (60) days, the refund will be calculated based on Financial Institution cost and on the greater of the time in force or miles driven compared to the total time or mileage of your Term, less a \$25 cancellation fee and any claim paid or pending. NOTE: If the charge for this Agreement was financed, the refund will be paid to the Lienholder and Agreement Holder. Please allow thirty (30) days for processing.

The Financial Institution, Administrator and/or Lienholder may cancel this Agreement if your vehicle is a total loss or repossession, if you have stopped or changed your odometer or if you use your vehicle in any manner not covered by this Agreement.

### **TRANSFER PROCEDURE**

This agreement is transferable to subsequent vehicle owners provided the request is made in writing, including proof of transfer, a notarized statement of the odometer reading at time of transfer and the new owner's name, address, and telephone number, to the Administrator within ten (10) days of change of ownership and payment of a \$50 transfer fee.

### THIS IS A LIMITED AGREEMENT

This agreement gives the Agreement Holder specific legal rights. Repairs made outside the U.S. & Canada are not covered. See Page 3 for Arbitration governing this Service Agreement. The Agreement Holder may also have other rights which vary from state to state. This document contains all the Agreement between the parties. No agency relationship exists between the Financial Institution and Administrator.

### **IMPORTANT NOTICE**

You are reminded that this contract is not an insurance policy. However, we have an insurance policy in effect with American Bankers Insurance Company of Florida, 11222 Quail Roost Dr., Miami, Florida 33157. If the Administrator fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, you are entitled to make a direct claim against the Insurer. Please call 305-253-2244 for instructions.



### IMPORTANTTELEPHONENUMBERS

If Repair Authorization is needed (See "How To Claim" on Page 2) you must call:

### 800-808-0828

If Emergency Road Services are needed you must call:

24 hours a day 888-357-9637 365 days a year

THIS IS YOUR EMERGENCY ROAD SERVICE INFORMATION

IMPORTANT: Keep This in Your Vehicle.

If ERS Service is necessary, please call the 888 number listed above and give the operator your...

(1) Agreement Number (Located at the upper right corner of your Service Agreement)

(2) Your Name

### (3) Description of Your Vehicle(4) The Nature of Your Difficulty(6) Your Vehicle's EXACT Current Mileage

(5) Your Exact Location (6) Your Vehicle's <u>EXACT</u> Current Mileage NOTE: The exact mileage must be provided to ERS prior to service being rendered.

A pre-qualified Road Service Professional will be dispatched to your location to assist you.

Service up to \$100 will be provided for each incident.

Any charges above \$100 will be the responsibility of the Agreement Holder.

ERS COVERED SERVICES:

This coverage is not intended to be used in the event of an accident!

Services limited to one service call per seven (7) day period.

FLAT TIRES Flat Tires will be replaced with *Your* inflated spare tire.

"JUMP" STARTING If feasible, your vehicle will be "Jump" started.

MINOR ADJUSTMENTS If a Minor Adjustment can get your vehicle in running condition, the adjustment will be performed.

**FLUID DELIVERY** Gasoline, oil, cooling fluid and transmission fluid will be added to your vehicle, if it is determined that additions of the fluids will allow safe operation of your vehicle. Total service call is not to exceed a combined \$100 limit.

TOWING If necessary, your vehicle will be towed to the *Nearest Repair Facility*. Upon arrival, instruct the mechanic to call the Claims Department at

800-808-0828 before ANY work is Performed. Our Claims Department will handle the claim under the terms of the Service Agreement.

### **IMPORTANT NOTICE:**

This coverage does not include the cost of parts or labor (except as indicated within the scope and terms of the Agreement). This coverage also does not include the repair of a flat tire, or for the return of a repaired tire to the disabled vehicle. This coverage excludes road service or towing for any vehicle in a qualified repair facility, an off-road area (defined as any area off a paved, hard-packed or graded dirt driveway, parking lot or public road) or a second tow for the same incident. No coverage is available for, or on, any unattended, unlicensed, impounded or abandoned vehicle. This coverage is not intended to be used in lieu of routine maintenance or needed repairs on your vehicle. Non-emergency towing and/or non-emergency service is not covered by this Agreement. The labor cost of installing, repairing, removing, or testing of the covered vehicle(s), equipment or parts or mounting or removing of chains or snow tires, or the shoveling of sand or snow is excluded. THIS IS NOT A REIMBURSEMENT PROGRAM. COVERED SERVICES AND THE ASSOCIATED COST OF COVERED SERVICES CAN ONLY BE PROVIDED BY CALLING EMERGENCY ROAD SERVICE AT 888-357-9637.

#### STATE DISCLOSURES

THIS IS NOT AN INSURANCE POLICY.

However, we have an insurace policy in effect with American Bankers Insurance Company of Florida, 800-283-0785. In all states the purchase of a Service Agreement is not necessary in order to finance or purchase a vehicle.

This is an Agreement between the Administrator and You, unless otherwise determined by State Law.

### **MEDIATION/ARBITRATION CLAUSE**

Any and all disputes that arise out of or relate to this agreement, or the performance or breach thereof, shall be subject first to mediation in good faith by the parties. Thereafter, any remaining unresolved controversy or claim arising out of or relating to this agreement, or the performance or breach thereof, shall be settled by arbitration under the provisions of the Federal Arbitration Act, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties shall equally split the cost of any mediation and/or arbitration session(s). Each party will pay the fees of its own attorneys, expenses and witnesses with regard to the presentation of each party's case. The arbitrator or mediator shall have no authority to award punitive damages against any party. The mediation and/or arbitration shall take place within sixty (60) days after demand for mediation/arbitration by another party to this agreement. This provision applies only to the agreement holder. It does not apply to any other individuals, entities or any classes thereof.



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SALESPERSON Date:							
LIENHOLDER			chever should occur first.				
I have read, understood and received a copy of this Service Agreement, and I accept all terms and conditions, including the plan, term, price and Arbitration Clause herein, and certify as correct all of the information above including the vehicle's mileage. Please see page 2 for important information.					(Factory Installed Only) Surcharged Vehicle		
					Diesel		
Custoner Signature					Additional Coverage & Option Charges must be received with Agreement for coverage to apply.		

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### Paragraph I - PARTS EASY STREET - FACTORY TYPE COVERAGE

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### Paragraph II - LABOR

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### **Important Numbers**

### Emergency Road Numbers: 888-357-9637

24 hours a day - 365 days a year

### Repair Authorization: 800-808-0828

M-F 8:30 to 4:30 Central Time

AGREEMENT NUMBER: AGREEMENT HOLDER: PLAN PURCHASE DATE: EXPIRATION MILEAGE: EXPIRATION DATE:

See service agreement documents for exact information on your coverage and other important information.

Cut or fold here

### Instructions:

- (1) Cut this document along the horizontal line
- (2) Fold the document in half along the vertical line
- (3) Place in your wallet or a safe place

If ERS Service is necessary, please call the 888-357-9637 with

- (1) Agreement Number
- (2) Your Name
- (3) Description of Your Vehicle
- (4) The Nature of Your Difficulty
- (5) Your Exact Location
- (6) Your Vehicle's EXACT Current Mileage

### For Repair Authorization:

Contact or have a representative of the repair facility contact the Administrator before ANY work is performed by calling the Claims Department at 800-808-0828 with the following:

- (1) Agreement Number
- (2) Agreement Holder's Name
- (3) Current Mileage