



American Auto Shield, LLC  
1597 Cole Boulevard • Suite 200 • Lakewood CO 80401-3418  
303-962-2994 or 877-686-7152

## OFF-ROAD MOTORCYCLE PLATINUM COVERAGE WITH ROADSIDE ASSISTANCE

In consideration of the payment made by YOU of the amount specified on the DECLARATIONS PAGE, and in reliance upon the warranties and representations made by YOU, the ADMINISTRATOR agrees to pay for the repair or replacement of COVERED PARTS due to MECHANICAL BREAKDOWN or FAILURE sustained during the contract period. COVERAGE provided by the ADMINISTRATOR to YOU is subject to the Definitions, Conditions, Exclusions, Limits and all provisions outlined in YOUR CONTRACT.

**NO PERSON HAS THE AUTHORITY TO CHANGE THIS CONTRACT OR TO WAIVE ANY OF ITS PROVISIONS. THIS CONTRACT IS FOR THE SOLE BENEFIT OF THE PURCHASER NAMED ON THE DECLARATIONS PAGE OF THE CONTRACT AND APPLIES ONLY TO THE VEHICLE DESCRIBED ON THE DECLARATIONS PAGE OF THIS CONTRACT.**

### A. DEFINITIONS

The following terms have a specific meaning when capitalized and used within this CONTRACT:

1. **ADMINISTRATOR, SERVICE CONTRACT PROVIDER, OBLIGOR:** Means American Auto Shield, LLC, the party obligated under this CONTRACT.

American Auto Shield, LLC  
1597 Cole Blvd, Suite 200  
Lakewood CO 80401-3418  
Phone 303-962-2994 or 877-686-7152  
Fax 303-420-7543

This is who YOU contact for all CONTRACT MECHANICAL BREAKDOWNS or FAILURES for covered repairs, cancellations, and any other questions regarding YOUR CONTRACT. **Important Notice: ADMINISTRATOR'S authorization for CONTRACT MECHANICAL BREAKDOWN or FAILURE covered repairs and additional benefits is always required prior to any service being performed. See Section F, "IN THE EVENT OF A MECHANICAL BREAKDOWN OR FAILURE," for additional information and instructions.**

2. **COMMERCIAL VEHICLE:** Any VEHICLE that is used for business purposes (to generate financial income, full or part-time). See Section G, "COMMERCIAL VEHICLES," regarding additional definitions, underwriting availability and exclusions.
3. **CONTRACT:** Means this vehicle service contract COVERAGE that YOU have selected and purchased from the VENDOR, as listed on the DECLARATIONS PAGE of the CONTRACT.
4. **COVERAGE:** Means the component protection COVERAGE YOU have selected and purchased under this CONTRACT.
5. **COVERED PARTS:** Means the parts listed in Section B, "THESE PARTS ARE COVERED," of this CONTRACT.
6. **DECLARATIONS PAGE:** Means the page of this CONTRACT that specifies the purchaser information, the VENDOR information, the plan information, and other key information specific to YOUR CONTRACT and is titled "DECLARATIONS PAGE."

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7. **DEDUCTIBLE:** Means the amount YOU must pay for repairs of COVERED PARTS per visit to a REPAIR FACILITY, as listed on the DECLARATIONS PAGE of this CONTRACT.
8. **MECHANICAL BREAKDOWN or FAILURE:** Means the MECHANICAL BREAKDOWN or FAILURE of any original or like replacement part covered by YOUR CONTRACT to work as it was designed to work in normal service, providing the VEHICLE has received required maintenance as defined in Section E, "VEHICLE MAINTENANCE REQUIREMENTS," and does not include worn parts that are within manufacturer tolerances. Please refer to the wording under Section D, "EXCLUSIONS," for a listing of conditions under which the FAILURE of a COVERED PART is not considered a covered MECHANICAL BREAKDOWN or FAILURE.
9. **REPAIR FACILITY:** Means any licensed REPAIR FACILITY capable of performing repair services to a COVERED PART, approved by the ADMINISTRATOR, and at which YOU seek to acquire service under this CONTRACT.
10. **VEHICLE:** Means the VEHICLE described on the DECLARATIONS PAGE of YOUR CONTRACT.
11. **VENDOR:** Means the company from whom YOU purchased this CONTRACT. VENDOR information can be found on the DECLARATIONS PAGE of this CONTRACT.
12. **WAITING PERIOD:** Means the period specified on the DECLARATIONS PAGE. However, if you have purchased this CONTRACT while another service contract or manufacturer warranty is in force for the VEHICLE that names YOU as the holder, then the WAITING PERIOD may be shortened and will end upon expiration of said contract or warranty by time or miles, if such expiration occurs before the WAITING PERIOD stipulated on the DECLARATIONS PAGE of YOUR CONTRACT. Thirty (30) days and five hundred (500) miles will be added to the term of the CONTRACT.
13. **WE, US, OUR:** Means American Auto Shield, LLC.
14. **YOU, YOUR:** Means the CONTRACT purchaser named on the DECLARATIONS PAGE of YOUR CONTRACT.

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## B. THESE PARTS ARE COVERED

This CONTRACT covers ONLY the components/parts listed below:

1. **ENGINE:** Engine block and/or replaceable cylinder sleeves, cylinder heads and valve covers (only if damaged by an internally lubricated part); and all internally lubricated parts contained within the engine, including but not limited to: valves, valve springs, valve guides, intake manifolds, pistons, connecting rods, wrist pins, main and rod bearings, crankshaft, cam shaft, lifters, cam bearings, oil pump, rocker arms, push rods, timing chain and gears, timing cover, flywheel and flywheel ring gear.
2. **TRANSMISSION:** Transmission case (only if damaged by an internally-lubricated part) and all internally-lubricated parts within the transmission case, including gears, bearings, intermediate gears, internal shift mechanism and transmission mount.
3. **PRIMARY DRIVE ASSEMBLY:** Primary drive case (only if damaged by an internally-lubricated part); all internally-lubricated parts (except clutch and hub assemblies) contained within the primary drive case; and all gears, bearings, internal drive gears and chains, and internal selector mechanism.
4. **DRIVE AXLE:** Transaxle housing and final drive housing (only if damaged by an internally-lubricated part); and all internally-lubricated parts of the differential housing, axle shafts, constant velocity joints, universal joints, drive shafts, supports, retainers and bearings.

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5. **COOLING SYSTEM:** Radiator, water pump, cooling fan control module, cooling fan motor and coolant reservoir.
6. **ELECTRICAL:** Alternator, starter, starter drive, starter solenoid, voltage regulator, windshield motor, manually-operated switches, wiring harness, ignition coil(s), rectifier, stator assembly and magneto.
7. **STEERING:** Steering stem (only if damaged by the failure of a **COVERED PART**) and upper and lower steering stem bearings and bushings, tie rod(s), steering rack and handlebar.
8. **SUSPENSION:** Front fork tubes and front hub (only if damaged by an internally-lubricated part); all internally-lubricated parts within the fork tubes and front hub, swing arm, swing arm bushings and front and rear wheel bearings control arms, control arms bushings, coil springs and struts.
9. **BRAKES:** Master cylinder, calipers, brake backing plate, hydraulic brake lines, brake hoses and metal fittings, and drums and rotors (covered only when in connection with a repair to a **COVERED PART(S)** failure). **ABS Coverage (surcharge required)** - Master Cylinder, Electronic Brake Control Module, Reluctor Rings, Wheel Speed Sensors and wiring.
10. **ELECTRONIC HIGH-TECH:** Engine control module, fuel injection sensors, ignition control module, ignition system sensors; and factory installed alarm system.
11. **FUEL DELIVERY:** Petcock, fuel pump, fuel injectors, and fuel pressure regulator.
12. **GAUGES:** Speedometer, tachometer, fuel, temperature, amperage, and oil pressure gauges.
13. **SEALS, SEALING BOOTS & GASKETS:** Seals and Gaskets are covered only in conjunction with the repair or replacement of the COVERED PARTS above. Leaking Seals and Gaskets as “stand alone” repairs are not covered by the CONTRACT.

**ONLY THOSE PARTS LISTED ABOVE ARE COVERED PARTS.  
ANY PARTS NOT LISTED ABOVE ARE NOT COVERED BY YOUR CONTRACT.**

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## **C. ADDITIONAL BENEFITS**

The following **ADDITIONAL BENEFITS for YOUR covered VEHICLE** are provided with YOUR CONTRACT, except where prohibited by law. These benefits do not apply during the WAITING PERIOD:

1. **ROADSIDE ASSISTANCE:** YOUR CONTRACT provides YOU with an emergency road service program when needed, 24 hours a day, 365 days a year. Emergency Roadside services are provided by Roadside Protect, Inc. If YOUR VEHICLE becomes disabled, call **888-974-9113** and request dispatch service and the **ROADSIDE ASSISTANCE** administrator will arrange to send help to YOUR disabled VEHICLE from a participating facility. YOUR motorcycle or ATV must be located close to a travelled roadway so that it is accessible to the service provider. There is a combined four hundred dollar (\$400) maximum limit for such emergency road service benefits, as listed below, for the term of YOUR CONTRACT. YOUR CONTRACT **DEDUCTIBLE** does not apply to roadside assistance. YOUR **ROADSIDE ASSISTANCE BENEFITS** include:
  - a. **TOWING SERVICE:** If YOUR VEHICLE is disabled due to a mechanical breakdown or flat tire, YOU are covered up to seventy-five dollars (\$75) per occurrence for towing expenses. Any additional expense will be YOUR responsibility to pay to the service provider.
  - b. **JUMP START:** If the battery for YOUR VEHICLE fails, battery jump start services will be provided up to a maximum of seventy-five dollars (\$75) per occurrence.

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- c. **FUEL DELIVERY SERVICE:** In case it is necessary for the operation of YOUR VEHICLE, a service VEHICLE will deliver up to three (3) gallons of fuel to YOU. YOU are responsible for the cost of the fuel. In the event that local state regulations prohibit the delivery of flammable materials (e.g., gasoline), YOU may have YOUR VEHICLE towed to the nearest gas station as provided under the "Towing Service" paragraph above. Fuel Delivery services are limited to seventy-five dollars (\$75) per occurrence.
2. **ROADSIDE ASSISTANCE REIMBURSEMENT:** If, for any reason, the ROADSIDE ASSISTANCE administrator dispatch center cannot provide the benefits listed in this CONTRACT, you must obtain an authorization number from the ROADSIDE ASSISTANCE administrator dispatch center to use at the service provider of YOUR choice. The ROADSIDE ASSISTANCE administrator will reimburse you up to seventy-five dollars (\$75) or the specific amount listed above in the ROADSIDE ASSISTANCE BENEFITS (whichever is less) upon presentation of the original paid service provider receipt. The authorization number is required to be eligible for reimbursement.

For reimbursement, all documentation must be mailed to:

Roadside Protect, Inc.  
c/o Auto Road Service  
Attn: Reimbursement  
P. O. Box 55698  
Sherman Oaks CA 91413-0698

Phone 1-800-993-8473 – Claims Dept.

*ROADSIDE ASSISTANCE benefits are administered by Roadside Protect, Inc.  
Roadside Protect, Inc. is powered by The American Traveler Motor Club, Inc. in AK, CA and PR.*

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## **D. EXCLUSIONS**

**The following items are not covered by this CONTRACT:**

1. **REPAIR OR REPLACEMENT OF ANY PART(S) THAT ARE NOT LISTED AS "COVERED PARTS" IN SECTION B OF THIS CONTRACT;**
2. **MECHANICAL BREAKDOWN OR FAILURE:**
  - a. **WHEN REPAIRS ARE PERFORMED WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, EXCEPT FOR EMERGENCY REPAIRS COMPLETED IN CONFORMITY WITH THE PROVISIONS AND SUBJECT TO THE LIMITATIONS SET FORTH IN PARAGRAPH 11 OF SECTION F, "IN THE EVENT OF A MECHANICAL BREAKDOWN OR FAILURE;"**
  - b. **CAUSED BY A LACK OF MAINTENANCE OR MAINTENANCE ITEMS SUCH AS, BUT NOT LIMITED TO, BRAKE PADS OR SHOES, FILTERS, OIL AND OTHER FLUID CHANGES;**
  - c. **CAUSED BY ACTS OF NATURE, OR BY ANY EXTERNAL CAUSES SUCH AS, BUT NOT LIMITED TO, COLLISION, FIRE OR SMOKE, THEFT, FREEZING, VANDALISM, RIOT OR EXPLOSION, TERRORISM, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, VOLCANIC ERUPTION, WATER OR FLOOD, BREAKAGE OF GLASS, FALLING OBJECTS, OR NUCLEAR CONTAMINATION;**
  - d. **OF ANY OTHERWISE COVERED PART THAT DID NOT MEET MANUFACTURER'S SPECIFICATIONS, INCLUDING MODIFICATIONS AND/OR ALTERATIONS TO THE VEHICLE; MECHANICAL BREAKDOWN OR FAILURE OF ANY OTHERWISE COVERED PART THAT IS DIRECTLY OR INDIRECTLY RELATED TO A PART OR SYSTEM THAT DID NOT MEET MANUFACTURER'S SPECIFICATION OR HAS BEEN OTHERWISE MODIFIED**

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**OR ALTERED. SUCH PARTS AND MODIFICATIONS INCLUDE, BUT ARE NOT LIMITED TO, HEADERS, ALTERED IGNITION SYSTEM, ALTERED ENGINE MANAGEMENT SYSTEMS, FREE FLOW EXHAUST SYSTEM, AFTER MARKET ALARM SYSTEMS, OVERSIZED OR UNDERSIZED TIRES, AND WHEELS OR LIFT AND DROP KITS, WHETHER OR NOT THE VEHICLE WAS PURCHASED WITH SUCH;**

- e. IF YOUR VEHICLE IS USED FOR RACING, ON OR OFF ROAD, IN A COMPETITION OR SPEED CONTEST;**
- f. IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES;**
- g. OF ANY PART(S), COMPONENT(S), OR REPAIR(S) STATED AS COVERED BY THE MANUFACTURER'S FULL, ORIGINAL OWNER/FIRST RETAIL PURCHASER WARRANTY FOR THE TERM AND MILEAGE OF SUCH COVERAGE TO THE ORIGINAL OWNER/FIRST RETAIL PURCHASER, WHETHER COLLECTIBLE OR NOT, OR CONTINUING MANUFACTURER'S WARRANTY COVERAGE THAT IS TRANSFERRABLE TO SUBSEQUENT OWNER, WHETHER TRANSFERRED OR NOT**
- h. IF THE COVERED PART IS COVERED BY A MANUFACTURER'S WARRANTY, REPAIRER'S GUARANTEE, OR OTHER SERVICE CONTRACT OR INSURANCE POLICY OF ANY TYPE, THEN SUCH WARRANTY, SERVICE CONTRACT OR INSURANCE SHALL BE PRIMARY AND COVERAGE UNDER THIS CONTRACT SHALL BE SECONDARY;**
- i. RELATED TO OPTIONAL COVERAGES OR EQUIPMENT AND/OR USE FOR WHICH A SURCHARGE IS APPLICABLE, UNLESS SUCH SURCHARGE HAS BEEN PAID AND IS NOTED ON THE DECLARATION PAGE;**
- j. THAT IS THE RESULT OF A DEFECT THAT THE VEHICLE MANUFACTURE HAS ANNOUNCED AS THEIR RESPONSIBILITY BY A PUBLIC RECALL, TECHNICAL SERVICE BULLETIN AND/OR SPECIAL POLICY FOR THE PURPOSE OF CORRECTING SUCH A DEFECT;**
- k. DUE TO CONTINUED OPERATION AND FAILURE TO PROTECT THE VEHICLE FROM FURTHER DAMAGE ONCE A MECHANICAL BREAKDOWN OR FAILURE HAS OCCURRED;**
- l. OF A COVERED PART DAMAGED BY A NON-COVERED PART, OR OF A NON-COVERED PART DAMAGED BY A COVERED PART;**
- m. CAUSED BY MISUSE; ABUSE; NEGLIGENCE; INCORRECT COMPUTER PROGRAMMING; EXTERNAL NUTS, BOLTS OR FASTENERS; CONTAMINATION OF COOLANT, FUEL, FLUIDS OR LUBRICANTS;**
- n. RESULTING FROM OVERHEAT, ENGINE SLUDGE, CARBON, PRE-IGNITION, DETONATION, VARNISH, RUST, CORROSION, FOREIGN OBJECTS, DIRT, DUST, LIQUID, CRACKED RUBBER/NEOPRENE PARTS, DRY-ROT, ROAD CHEMICALS, ABUSE, ALTERATION, OR LACK OF PROPER AND NECESSARY AMOUNTS OF COOLANT, FUEL, FLUIDS OR LUBRICANTS;**
- o. PRE-EXISTING CONDITIONS THAT EXISTED PRIOR TO THE LATER OF YOUR CONTRACT PURCHASE DATE OR CONTRACT EFFECTIVE DATE, AS LISTED ON YOUR DECLARATIONS PAGE, AND THE COMPLETION OF YOUR WAITING PERIOD;**
- p. THAT OCCURRED OR IS REPORTED AFTER YOUR CONTRACT EXPIRATION OR CANCELLATION EFFECTIVE DATE;**
- q. FOR REPAIR OR REPLACEMENT OF HYBRID ENGINE POWERED VEHICLE BATTERIES OR FOR THE REPAIR OR REPLACEMENT OF PARTS ASSOCIATED WITH HYBRID ENGINE POWERED VEHICLE BATTERIES;**

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- r. **THAT OCCURS AS TO GRADUAL LOSS OF PERFORMANCE AND HAS RESULTED FROM NORMAL OPERATION AND USE (DUE TO VEHICLE MILEAGE AND/OR AGE) SUCH AS, BUT NOT LIMITED TO, VALVE GUIDES, VALVES, PISTON RINGS, TRANSMISSION CLUTCH PACK DISCS AND BANDS, UNLESS WORN BEYOND MANUFACTURER TOLERANCES;**
  - s. **FOR NORMAL EXPANSION/CONTRACTION SEEPAGE OF SEALS AND GASKETS DUE TO AGE/MILEAGE;**
  - t. **WHEN THE MANUFACTURER'S NEW VEHICLE WARRANTY HAS BEEN DETERMINED NULL AND VOID BY THE MANUFACTURER.**
3. **STORAGE AND FREIGHT CHARGES;**
  4. **REPAIRS NECESSITATED BY AN IMPROPER PRIOR REPAIR;**
  5. **THE COST OF DIAGNOSIS, TEARDOWN, DISASSEMBLY OR ASSEMBLY IF A COVERED MECHANICAL BREAKDOWN OR FAILURE CANNOT BE VERIFIED BY THE ADMINISTRATOR;**
  6. **ANY ADJUSTMENTS, REPOSITIONING, REFITTING, REALIGNING AND/OR CLEANING, INCLUDING, BUT NOT LIMITED TO, REPAIRS NECESSARY TO CORRECT TRIM FIT, SQUEAKS, RATTLES, IDLE;**
  7. **REPAIRS IF YOUR VEHICLE IS: A NON-U.S. SPECIFICATION MODEL; A LEMON LAW BUYBACK VEHICLE; A GREY MARKET VEHICLE; OR HAS EVER HAD A TITLE INDICATION OF SALVAGE, JUNK, BRANDED OR OTHER DESIGNATION INDICATING THAT THE VEHICLE HAD BEEN STOLEN, WRECKED, DESTROYED, WATER DAMAGED, OR OTHERWISE DAMAGED TO THE EXTENT THAT IT WAS CONSIDERED TO BE UNECONOMICAL TO REPAIR;**
  8. **NORMAL MAINTENANCE ITEMS, PARTS, AND PROCEDURES SUCH AS, BUT NOT LIMITED TO: ENGINE TUNE-UPS, OIL CHANGES, BRAKE PADS AND SHOES, FUSES AND FUSIBLE LINKS, FUSE BOXES, COMPUTER PROGRAMMING, WHEEL OR SUSPENSION ALIGNMENT, FASTENING HARDWARE (EXTERNAL NUTS, BOLTS, SPRINGS, BRACKETS, ETC.), INJECTOR CLEANING, SHOP SUPPLIES, DISPOSAL FEES AND OTHER MISCELLANEOUS SHOP CHARGES;**
  9. **LUBRICANTS, COOLANTS AND FLUIDS, UNLESS REQUIRED IN CONNECTION WITH A COVERED REPAIR;**
  10. **ANY PART THAT HAS NOT BROKEN OR FAILED, BUT FOR WHICH A REPAIR FACILITY RECOMMENDS OR REQUIRES REPAIR OR REPLACEMENT;**
  11. **THE REPAIR OR REPLACEMENT OF VALVES AND/OR PISTON RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION OR CORRECTING OIL CONSUMPTION; AND STICKING OR STUCK RINGS, WHEN MECHANICAL BREAKDOWN OR FAILURE HAS NOT OCCURRED, INCLUDING WHEN SUCH CONDITION RESULTS FROM EXCESSIVE CARBON BUILD-UP.**
  12. **ANY REPAIR IF VERIFIABLE RECEIPTS, AS REQUIRED IN SECTION E. "VEHICLE MAINTENANCE REQUIREMENTS," ARE NOT PROVIDED IF REQUESTED BY THE ADMINISTRATOR;**
  13. **ANY COMPONENTS, PARTS OR COSTS INVOLVED WITH UPDATING, BETTERMENT, OR RETROFITTING OF COVERED COMPONENTS OR SYSTEMS OF YOUR VEHICLE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, PRODUCT CHANGES, LACK OF PRODUCT AVAILABILITY, OR GOVERNMENT REGULATIONS;**

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14. **REPAIRS TO CURE FLUID/OIL LUBRICANT SEEPAGE;**
  15. **SHOP SUPPLIES AND HAZARDOUS WASTE REMOVAL ARE EXCLUDED;**
  16. **RETROFITS OR REPLACEMENTS OF ANY COMPONENTS CAUSED BY OR DUE TO COMPLIANCE WITH LAW OR LEGISLATION, INCLUDING EMISSION CONTROL EQUIPMENT AND SENSORS, ARE EXCLUDED;**
  17. **IF IT IS DISCOVERED THAT A CONTRACT IS ERRANTLY SOLD TO YOU ON AN INELIGIBLE VEHICLE, THEN A FULL REFUND OF THE COST OF THE CONTRACT SHALL BE MADE TO YOU;**
  18. **LOSS OF TIME, INCONVENIENCE, DAMAGE TO PROPERTY OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE THAT RESULTS FROM VEHICLE THEFT, MECHANICAL BREAKDOWN OR FAILURE, AND INJURY AND/OR DEATH OF ANY PERSON, REGARDLESS IF THE DAMAGE OR INJURY WAS CAUSED BY YOUR VEHICLE OR ITS PARTS EITHER BEFORE OR AFTER REPAIRS HAVE BEEN MADE;**
  19. **SIDE CARS, TRAILERS AND OTHER ACCESSORIES, EVEN IF MANUFACTURER INSTALLED.**
  20. **VEHICLES NOT INCLUDED IN ADMINISTRATOR'S RATE AND CLASS GUIDES INCLUDING, BUT NOT LIMITED TO, ATVS, TRIKE CONVERSIONS, CUSTOM BUILT MOTORCYCLES.**
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## **E. VEHICLE MAINTENANCE REQUIREMENTS**

This CONTRACT requires VEHICLE maintenance to be performed as follows:

1. VEHICLE maintenance services are to be performed as recommended by YOUR VEHICLE manufacturer. Contact YOUR local dealer, the manufacturer's website of the make of YOUR VEHICLE, or the ADMINISTRATOR if YOU have questions about required VEHICLE maintenance.
  2. **Keep all receipts for maintenance performed on YOUR VEHICLE**, as YOU may, at OUR sole discretion, be required to present the receipts in the event of MECHANICAL BREAKDOWN or FAILURE. If requested, proof of required service, including **verifiable receipts** showing date, mileage, and VEHICLE identification number of the VEHICLE at the time of service, must be presented in order to have repairs authorized on YOUR VEHICLE.
  3. If YOU perform your own maintenance, YOU must maintain a log indicating the date and mileage of each service performed and copies of receipts for oil, fluids, filters and other supplies used. YOU may, at OUR sole discretion, be required to provide a copy of the maintenance log and receipts in the event of a claim and YOUR failure or inability to do so may result in a denial of COVERAGE in accordance with this section.
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## **F. IN THE EVENT OF A MECHANICAL BREAKDOWN OR FAILURE:**

1. YOU shall protect the VEHICLE from further damage whether or not such MECHANICAL BREAKDOWN or FAILURE is covered by YOUR CONTRACT. **Any operation of the VEHICLE that results in further damage related to the original MECHANICAL BREAKDOWN or FAILURE shall be considered negligence on YOUR part and any such further damage shall not be covered under this CONTRACT. YOU are responsible for making sure that all VEHICLE fluids are full and that the oil warning light/gauge and temperature warning light/gauge are functioning before driving the VEHICLE. YOU are required to safely pull YOUR VEHICLE off of the road and shut off the engine immediately when any of the lights/gauges indicate a problem.**

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2. Present this CONTRACT to the REPAIR FACILITY and call the ADMINISTRATOR at **303-962-2994 or toll free at 877-686-7152.**
3. The ADMINISTRATOR will determine the validity of the CONTRACT: proper owner, proper VEHICLE, that the CONTRACT is still in force and that payments are current if you enrolled in a payment plan at the time of purchase of this CONTRACT.
4. YOU are responsible for authorizing and paying for any tear down and/or diagnosis time needed to determine if the VEHICLE has a covered MECHANICAL BREAKDOWN or FAILURE. This CONTRACT will not cover flat rate charges for diagnosis. If the breakdown is not caused by a covered MECHANICAL BREAKDOWN or FAILURE, YOU are responsible for payment of the expenses associated with the tear down and diagnosis.
5. Prior to proceeding with repairs, ensure that the REPAIR FACILITY calls the ADMINISTRATOR with an estimate of repairs and receives an authorization number from the ADMINISTRATOR. ADMINISTRATOR will not be liable for repairs performed without prior ADMINISTRATOR authorization, regardless of whether or not you have authorized the REPAIR FACILITY to complete the repairs. **Except for emergency repairs performed in accordance with and subject to the limitations included in Paragraph 11 of this Section, any repair performed without prior authorization from the ADMINISTRATOR will not be covered.**
6. The ADMINISTRATOR will verify COVERAGE, confirm the cost of repair using nationally recognized labor guides, authorize repair of COVERED PARTS and labor, and provide the REPAIR FACILITY with an authorization code.
7. The ADMINISTRATOR reserves the right to inspect YOUR VEHICLE prior to issuing any authorization to the REPAIR FACILITY. In the event of a dispute between the ADMINISTRATOR and the REPAIR FACILITY, the ADMINISTRATOR reserves the right to move YOUR VEHICLE to a REPAIR FACILITY of the ADMINISTRATOR'S choice.
8. At the ADMINISTRATOR'S election, repair or replacement of covered parts will be made with parts of like kind and quality, including but not limited to new, re-manufactured, exchanged or used components.
9. In-home repair (both self and mobile) is not covered under this CONTRACT. Any payment for the cost of transporting the VEHICLE to a REPAIR FACILITY as a result of an in-home repair effort, or expenses related to correction of ineffective or failed self-repair efforts is not covered.
10. YOU are responsible for paying any amounts not covered by this CONTRACT, including but not limited to the DEDUCTIBLE, for each visit to the REPAIR FACILITY.
11. Reimbursement for emergency repairs performed outside of normal business hours may be obtained by YOU only if YOU contact the ADMINISTRATOR no later than the first business day after such emergency repairs are performed and such emergency repairs meet the following criteria:
  - a. The MECHANICAL BREAKDOWN or FAILURE must prevent YOU from safely operating YOUR VEHICLE.
  - b. The need for repair is immediate and the ADMINISTRATOR'S office is closed.
  - c. The MECHANICAL BREAKDOWN or FAILURE must be of a covered component of YOUR VEHICLE.
  - d. The total cost of the repair and/or replacement must not exceed two hundred fifty dollars (\$250). For any repair or replacement with a cost exceeding two hundred fifty dollars (\$250), YOU must obtain ADMINISTRATOR'S prior authorization, as set forth above, or any amount in excess of two hundred fifty dollars (\$250) will not be covered and will be YOUR responsibility.

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12. The ADMINISTRATOR will make payment directly to the REPAIR FACILITY or to YOU for the covered and authorized repairs or additional CONTRACT benefits. The form of payment will be decided by the ADMINISTRATOR.
  13. The maximum hourly rate to be paid on any covered repair will be determined based on average REPAIR FACILITY labor rates for the zip code area in which the REPAIR FACILITY is located and the VEHICLE type, as determined by the ADMINISTRATOR, but not to exceed one hundred dollars (\$100) per hour. Any labor charges over one hundred dollars (\$100) per hour will be YOUR responsibility, in the event the REPAIR FACILITY will not accept our allowed rate and YOU choose to have repairs made at that REPAIR FACILITY. The one hundred dollar (\$100) per hour limitation shall be eliminated in the event the market labor rate option has been paid for and is listed on the DECLARATIONS PAGE.
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## **G. COMMERCIAL VEHICLES**

1. VEHICLES used in any commercial manner are not eligible for COVERAGE. Commercial uses not eligible for coverage include, but are not limited to, taxi, limousine, shuttle, police or other emergency use, security service or any law enforcement agency.
  2. Any VEHICLE used as a rental or loaner is not eligible for COVERAGE.
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## **H. INSURANCE INFORMATION**

1. OUR obligations under this CONTRACT are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157. If WE fail to perform or make payment under the terms of the CONTRACT within sixty (60) days after YOU request performance or payment, YOU may apply directly to American Bankers Insurance Company of Florida. Please call 1-866-306-6694 for instructions. Consult the individual state provisions at the end of this CONTRACT to determine if YOUR state has any variances to the above.
  2. 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.
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## **I. CONTRACT PERIOD**

The CONTRACT begins upon the CONTRACT effective date and starting odometer reading, as indicated on the DECLARATIONS PAGE, and will continue until the expiration date or expiration miles as shown on the CONTRACT DECLARATIONS PAGE. This CONTRACT is not renewable.

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## **J. TERRITORY**

This CONTRACT applies only to a MECHANICAL BREAKDOWN or FAILURE occurring within the Continental United States, Alaska, Hawaii and Canada.

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## **K. LIMITATIONS OF LIABILITY**

1. The aggregate limit of liability of all claims and benefits payable under this CONTRACT shall never exceed the amount stated on the DECLARATION PAGE or the Actual Cash Value (ACV) of the Vehicle, as indicated in the then current NADA Official Used Car Guide as "rough trade-in" or "average trade-in" value, depending on the

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condition of the Vehicle as determined by the Administrator at the time immediately preceding the Mechanical Breakdown or Failure, taking age, mileage and condition into consideration and excluding tag, tax and licensing fees, whichever is greater. Liability shall be limited to the reasonable price for repair or replacement of any COVERED PART and the reasonable amount of labor time needed for the repair or replacement of any COVERED PART, as based on a nationally recognized guide as selected by the ADMINISTRATOR (maximum labor rate as specified in Section F.13 of YOUR CONTRACT). Parts replacement may include new parts or parts of like kind and quality, which may include used parts, after-market parts or remanufactured parts, as customarily used in the automobile industry.

2. YOU will be responsible for the cost of all repairs that exceed the aggregate limit of liability under this CONTRACT. The ADMINISTRATOR shall not be required to authorize or pay for any repair amounts if all needed or covered repairs are not performed on YOUR VEHICLE. WE will not be liable to YOU for consequential damages or injuries, nor for any costs or expenses that provide betterment, upgrade, or enhancement to YOU or YOUR VEHICLE. This limit of liability applies regardless of the cause and regardless of the legal theory asserted. There are no warranties that extend beyond the description on the face hereof. The warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed.

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## L. SUBROGATION

YOU agree that WE, after honoring a claim on YOUR CONTRACT, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN or FAILURE. YOU shall do whatever is necessary to secure such rights. YOU shall do nothing to prejudice such rights, and **YOU shall execute and deliver to ADMINISTRATOR instruments and papers required to either secure or maintain such rights.** All amounts recovered by YOU for which YOU were previously reimbursed under YOUR CONTRACT shall become OUR property or the property of OUR designee and shall be forwarded to the same by YOU, up to the total amount paid by US under YOUR CONTRACT.

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## M. ARBITRATION

**Read the following arbitration provision carefully. It limits certain of Your rights, including Your right to obtain relief or damages through court action.**

Any legal dispute between YOU and the ADMINISTRATOR relating to this CONTRACT shall be resolved by binding arbitration. To begin Arbitration, either YOU or WE must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Binding Pre-Dispute Arbitration Rules ("Rules") of the Better Business Bureau ("the BBB") in effect when the Claim is filed. YOU may get a copy of the BBB's Rules by contacting the BBB at 3801 East Florida Avenue, Suite 350, Denver, Colorado 80210, calling (303) 758-2100, or visiting [www.bbb.org](http://www.bbb.org). The filing fees to begin and carry out arbitration will be shared equally between YOU and US. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. YOU agree and understand that this arbitration provision means that YOU give up YOUR right to go to court on any Claim covered by this provision. You also agree that any arbitration proceeding will only consider YOUR Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering YOUR Claims. Please refer to the Special State Disclosures section of this CONTRACT for any added requirements in YOUR state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, YOU and WE specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between YOU and US, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

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## **N. TRANSFER OF YOUR CONTRACT**

1. Only the Original CONTRACT Purchaser may transfer this CONTRACT.
2. The Original CONTRACT Purchaser must contact ADMINISTRATOR and submit ALL of the following information / documentation at time of transfer request in order to transfer the CONTRACT:
  - a. An administrative processing fee of fifty dollars (\$50), a completed transfer application (available from the ADMINISTRATOR) initiated by the original CONTRACT purchaser, and a copy of this CONTRACT; and
  - b. A copy of proper documentation evidencing change of ownership and mileage at date of sale, including a notarized bill of sale signed by both parties; and
  - c. The original CONTRACT holder must provide the new owner and the ADMINISTRATOR with copies of all receipts evidencing required maintenance has been performed, as described in Section E, "VEHICLE Maintenance Requirements;" of YOUR CONTRACT.
3. This CONTRACT may not be transferred to another VEHICLE. It may only be transferred to a different private owner of the same VEHICLE;
4. The VEHICLE is subject to inspection (at OUR discretion and at YOUR expense), and transfer must take place within thirty (30) days of change of VEHICLE ownership;
5. YOU may not transfer this CONTRACT to a vehicle dealer or to the customer of a vehicle dealer, nor may this CONTRACT be transferred to a commercial use application user if the commercial use surcharge was not paid at time of original CONTRACT purchase;
6. All remaining underlying warranties must be transferred to the new owner;
7. The new CONTRACT holder will be bound by the TERMS AND CONDITIONS of this CONTRACT;
8. If the original owner/first retail purchaser's full warranty does not transfer to the subsequent owner, this CONTRACT COVERAGE will not apply to any MECHANICAL BREAKDOWN or FAILURE that would have been covered for the original owner/first retail purchaser under the manufacturer's original owner/first retail purchaser full warranty.

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## **O. CANCELLATION**

1. YOU may cancel this CONTRACT by contacting American Auto Shield, LLC at 1597 Cole Boulevard, Suite 200, Lakewood, Colorado 80401-3418 in writing and by submitting a request to cancel the CONTRACT, along with a Federal Odometer Statement or notarized affidavit verifying mileage at the time of request. YOU may cancel this CONTRACT within thirty (30) days of the CONTRACT purchase date, if no claim has been made, and receive a full refund of the total CONTRACT purchase price. YOU may cancel this CONTRACT at any other time and if requested by YOU in writing and receive a pro rata refund based upon the total CONTRACT purchase price calculated upon the greater of the days in force or the miles driven compared to the total CONTRACT term, less claims paid and less the cancellation fee of fifty dollars (\$50), subject to state specific information provided in any applicable state-specific variance page to this CONTRACT.

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2. The ADMINISTRATOR may cancel this CONTRACT for non-payment of any portion of the CONTRACT purchase price, for misrepresentation in obtaining this CONTRACT, misrepresentation in the submission of a claim, or if YOUR VEHICLE is found to be modified in a manner not recommended by the VEHICLE manufacturer.
3. In the event YOUR CONTRACT is cancelled for non-payment, YOU will receive, at the ADMINISTRATOR'S discretion, either:
  - a. A pro rata refund based upon the total CONTRACT purchase price calculated, based upon the greater of the days in force or the miles driven compared to the total CONTRACT term, less claims paid and less a cancellation fee of fifty dollars (\$50), subject to state specific information provided in applicable state specific addendum to this CONTRACT, or
  - b. A continuation of YOUR COVERAGE until a future cancel date or odometer reading. This future cancel date and odometer reading shall be determined by calculating the percentage of the total CONTRACT price that has been paid after deducting a cancellation fee and claims paid, if applicable, and applying that percentage to the CONTRACT term and mileage term purchased and adding such amounts to the CONTRACT effective date and the true and accurate starting odometer reading, as provided in YOUR DECLARATIONS PAGE. Cancellation for misrepresentation in the submission of a claim, misrepresentation in obtaining the CONTRACT or VEHICLE modification shall be based on one hundred percent (100%) of the unearned pro rata CONTRACT purchase price, as of the cancellation date, less claims paid and less the fifty dollar (\$50) cancellation fee, if applicable.
4. All cancellation refunds for CONTRACTS that have not been completely paid for at the time of the cancellation may be fully or partially paid to the payment plan provider or other party responsible for collecting payments on YOUR CONTRACT, as listed on the DECLARATIONS PAGE of this CONTRACT, or any separate payment plan agreement entered into at the time of purchase.

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