

# Vehicle Service Program

## Definitions

These definitions apply to commonly used words in this VEHICLE SERVICE PROGRAM.

**Administrator** means **Prestige Auto Protect**.

**Mechanical Breakdown, Failure** means the **MECHANICAL BREAKDOWN** or **FAILURE** of any original or like replacement part covered by **YOUR VEHICLE SERVICE PROGRAM** to work as it was designed to work in normal service, providing the **VEHICLE** has received required maintenance as defined in the Maintenance section of **YOUR VEHICLE SERVICE PROGRAM** and does not include worn parts that are within manufacturer tolerances. Please refer to the wording under exclusions for a listing of conditions under which the **FAILURE** of a **COVERED PART** is not considered a covered **MECHANICAL BREAKDOWN** or **FAILURE**.

**Commercial Use** means **Vehicles** used for farming, ranching, route work, job-site activities, service or repair work, delivery of goods, any taxiing services (including UBER, LYFT, etc.) and snow removal. Usage must not exceed the manufacturer's ratings and/or limitations. Vehicles used for snow removal must be equipped with factory authorized snowplow package to be eligible for Commercial Use **Coverage**.

**VEHICLE SERVICE PROGRAM**: means this Agreement is for Extended Auto repairs and the **DECLARATIONS PAGE**.

**DECLARATION PAGE** means the page of **VEHICLE SERVICE PROGRAM** information that accompanies this agreement.

**COVERAGE**: means any component, part, labor or benefit listed within the Coverage Description section and the Additional Benefits section of this **VEHICLE SERVICE PROGRAM**.

**COVERED PART** or **COVERED COMPONENT** means a part or component which is specifically covered under the Coverage details.

**DEDUCTIBLE**: means the amount **YOU** must pay per visit for any covered repair, as listed on the **DECLARATIONS PAGE** of this **VEHICLE SERVICE PROGRAM**.

**LABOR RATE**: means the maximum hourly rate listed on the **DECLARATIONS PAGE** of **YOUR VEHICLE SERVICE PROGRAM** to be authorized for **COVERED** repairs under **YOUR VEHICLE SERVICE PROGRAM**.

**LABOR HOURS**: means the labor time needed for the repair and/or replacement of any **COVERED PART** as based on a nationally recognized labor guide as selected by the **ADMINISTRATOR**.

**EFFECTIVE DATE**: means the start date and mileage as listed on the **DECLARATIONS PAGE** of **YOUR VEHICLE SERVICE PROGRAM** after which **COVERAGE** and benefits of **YOUR VEHICLE SERVICE PROGRAM** will be made available to you.

**EXPIRATION DATE**: means the end date and mileage as listed on the **DECLARATIONS PAGE** of **YOUR VEHICLE SERVICE PROGRAM** after which **YOUR VEHICLE SERVICE PROGRAM** will expire, and no additional **COVERAGE** and benefits will be made available to you by **US**.

**WAITING PERIOD**: means the period specified on the **DECLARATIONS PAGE**. However, if you have purchased this **VEHICLE SERVICE PROGRAM** while another service **VEHICLE SERVICE PROGRAM** or manufacturer warranty is in force for the **VEHICLE** then the **PROGRAM PERIOD** may be shortened and ends upon expiration of said **VEHICLE SERVICE PROGRAM** or warranty. **Vehicle**: means the **Vehicle** which is described on the **DECLARATIONS**

Page of **YOUR PROGRAM**.

**We, Us, Our Means Prestige Auto Protect.**

**You, Your** means the **VEHICLE SERVICE PROGRAM** holder.



**REPAIR FACILITY:** means any Authorized automotive **ASE CERTIFIED REPAIR FACILITY** capable of performing repair services to a **COVERED PART** within the United States of America and Canada.

**FACTORY OR DEALER WARRANTY:** means any service the new warranty, certified pre-owned or similar warranty furnished to **YOU** by the **MANUFACTURER**, in connection with **YOUR** purchase of **YOUR VEHICLE**.

**Maintenance Records** includes all original invoices, receipts and any other documents that demonstrate all required maintenance had been performed according to **Manufacturer's** specifications.

**MANUFACTURER:** means the company that manufactured **YOUR VEHICLE**.

**PRIOR AUTHORIZATION:** means the approval of and the approval number issued by the **ADMINISTRATOR:** in respect to **COVERAGE** under **YOUR VEHICLE SERVICE PROGRAM**. A **PRIOR AUTHORIZATION:** is required from the **ADMINISTRATOR** before any repairs are performed on **YOUR VEHICLE**. Any costs for repairs or roadside assistance you incur without **PRIOR AUTHORIZATION**, when **PRIOR AUTHORIZATION** is required, will not be covered under this **VEHICLE SERVICE PROGRAM**.

#### OUR OBLIGATIONS

This **VEHICLE SERVICE PROGRAM** is not a contract or **PROGRAM** of insurance. However, **OUR** obligations as the

provider under this **VEHICLE SERVICE PROGRAM** are backed by **Prestige Auto Protect** 1(800-

349-3027).

#### TERMS AND CONDITIONS

This is a **Vehicle Service PROGRAM** between **You** and **Us**. You agree and understand that this **PROGRAM** is a **Vehicle Service PROGRAM** and not an insurance **PROGRAM**.

#### COVERAGE DESCRIPTION

**YOUR PROGRAM PERIOD** starts on the **EFFECTIVE DATE** and finishes on the **EXPIRATION DATE** or when the **VEHICLE's** Odometer indicates the **VEHICLE** has passed the **EXPIRATION MILEAGE** limit, whichever occurs first.

For purposes of this section, **WE** calculate reasonable trade-in value using the applicable NADA Official Used Car Guide as "average trade-in" value of the **VEHICLE** for the date and condition in issue.

The **EFFECTIVE DATE**, **EXPIRATION DATE** and **EXPIRATION MILEAGE** are listed on the **DECLARATIONS PAGE**. **WE** will arrange for the repair or replacement of **COVERED PARTS**, as provided below, or pay the **REPAIR COST** for repair or replacement due to a **MECHANICAL BREAKDOWN** or **FAILURE** during the **COVERAGE PERIOD**. **OUR** limit of liability under this **PROGRAM** for the **REPAIR COST** for a single repair visit is the reasonable trade-in value of the **VEHICLE** based on its actual condition at the time **YOU** seek a repair under this **PROGRAM**. **OUR** aggregate limit of liability under this **VEHICLE SERVICE PROGRAM** for **REPAIR COST** or for any other purpose is the lesser of what **YOU** paid for the **VEHICLE** or the reasonable trade-in value of the **VEHICLE** based on its condition at the time **YOU** purchased this **PROGRAM**.

Any cost above the aggregate limit shall be the sole responsibility of **YOU**.

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 INCLUDING RECALLS

Liability shall be limited to the reasonable price for repair or replacement of any COVERED PART and based on the nationally recognized labor guidelines as selected by the administrator based on the amount of LABOR HOURS. 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.

The ADMINISTRATOR shall 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.



Coverage waiting period may be expedited with proof of prior coverage expiration date provided there was no break in coverage provided by us.

The parts and components listed below are covered under this VEHICLE SERVICE PROGRAM: BASED ON THE PROGRAM PURCHASED.

**SILVER: (1-7)**

1. Gasoline/Diesel Engine: Cylinder block, cylinder head/heads if damage by internally lubricated parts. Internally lubricated parts including pistons, piston rings and piston pins, crankshaft, and main bearings, connecting rods and rod bearings, camshaft, camshaft bearings, pushrods, rocker arms, rocker arm shafts, rocker arm pivots, valves, valve springs, lifters, followers, oil pump, timing chain. Harmonic balancer, Valve covers, timing cover, and oil pan if damaged by internally lubricated parts, vacuum pump.

2. Transmission: Internally lubricated parts, torque converter, vacuum modulator. Transmission case, transfer case, transmission mounts, transmission pan if damage by internally lubricated parts.

3. Cooling System: Radiator, radiator fan blade and motor, water pump, fan clutch, Seals and gaskets.

4. Electrical: Alternator, voltage regulator, distributor, starter motor, starter solenoid.

5. Drive Axle: Housing(s) and cover if damage by internally lubricated parts. All internally lubricated parts including universal joints and yokes, constant velocity shaft or joint or both, drive shaft center bearings, axle shafts, front propeller shafts.

6. Brakes: Non-ABS master cylinder, power booster, calipers, wheel cylinders; proportioning valve, backing plates, springs, self-adjusters.

7. 4x4/AWD: the Differential Assembly and Transfer Case including Drive Chain Drive Chain Gears, Planetary Gears, Ring Shift Forks, Oil Pump Output Shaft, Main Shaft Washers, 4 Wheel Drive Actuator.

**GOLD (1-8): ALSO INCLUDES ALL ITEMS IN SILVER (1-7)**

8. Steering: Steering box and rack and pinion unit and all their internal lubricated parts including power steering pump and cylinder, main and intermediate steering shafts and couplings; tie rod ends and drag link, pit-man arm, idler arm.

**PLATINUM (1-16): INCLUDES ALL ITEMS IN SILVER (1-7) AND GOLD (1-8)**

9. Air Conditioner Heating: condenser, compressor, compressor clutch, field coil, accumulator, A/C high/low pressure compressor cutoff switches and blower motor, Seals and gaskets.

10. Fuel System: Fuel pump, metal fuel internally lubricated parts including waste-gate, vanes, shafts and bearings, seals and gaskets.

11. ABS: Wheel Speed Sensors, Hydraulic Pump/Motor Assembly, Pressure Modulator Valve/Isolation Dump Valve, Accumulator, Seals and gaskets, A.B.S. Master Cylinder, Hydro Boost and Electronic Control Processor, Seals and gaskets.

12. Suspension: Upper and lower control arms, control arm shafts and bushings, lower torsion/tension arms, stabilizer end linkage, bushings, ball joints, wheel hub assemblies, Seals and gaskets.

13. Super/Turbo Charger: All internal parts; Housing is covered if damaged by the failure of an internally lubricated moving part, Super/Turbo charger mount gaskets during replacements, Seals and gaskets.

14. Hi-Tech: Ignition management controls (including modules and sensors), ignition coils, fuel injectors, front wiper motor, power window motors, power door lock actuators, power antenna (for am/fm radios), electronic level control compressor, window regulator, power window switches, door lock switches, ambient temperature sensors, horn, crankshaft position sensor, factory installed GPS navigation module/processor, factory installed rear monitoring camera, convertible top motor, sunroof motor, keyless entry module (excluding keys and fobs).

15. Differential Assembly: Front and Rear Differential Housing if caused by internally lubricated component, Axle Shaft, Ring and Pinion, Bearings, spider carrier gears and bearings, Seals and gaskets.

16. Seals And Gaskets: Seals and Gaskets are covered only in conjunction with a repair or replacement of the above Covered Parts. Loss of fluid or seepage is considered normal and is not considered a mechanical Breakdown and not eligible for coverage.

#### Added Benefits

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The following are added benefits for YOUR covered VEHICLE and are provided with YOUR VEHICLE SERVICE PROGRAM, except where prohibited by law. These benefits do not apply during the WAITING PERIOD: CANNOT BE COMBINED WITH ANY OTHER SERVICE PROGRAMS FOR EXAMPLE (AAA-TOWING THROUGH YOUR INSURANCE COMPANY, MANUFACTURERS WARRANTY OR ANY OTHER THIRD-PARTY SERVICE PROVIDERS).

1) **ROADSIDE ASSISTANCE:** YOUR VEHICLE SERVICE PROGRAM provides YOU the following additional services, if YOUR VEHICLE is disabled, in the form of reimbursement for up to a maximum of:

A) Fifty dollars per day, for up to three days, for emergency trip interruption reimbursement, when you are more than 100 miles from your home.

B) One hundred dollars (\$100.00) per occurrence for towing to the nearest repair facility, acceptable to US, if required as a result of a COVERED MECHANICAL BREAKDOWN.

C) One flat tire change using YOUR good spare tire per year; and

D) Forty dollars (\$40.00) for a battery boost or jump start, or toward the delivery charge to have fuel purchased by you delivered to your VEHICLE; and

E) Up to twenty dollars (\$20.00) for lockout assistance. Services may vary to conform to the laws of YOUR state. No deductible applies to the provision of Roadside Service.

2) **RENTAL CAR REIMBURSEMENT:** is provided to YOU under YOUR VEHICLE SERVICE PROGRAM if YOU require alternate transportation due to a covered MECHANICAL BREAKDOWN. This VEHICLE SERVICE PROGRAM provides reimbursement for the expense of a rental car up to thirty-five dollars per day, to a maximum of 6 days and a total of two hundred ten dollars per MECHANICAL BREAKDOWN. Rental car reimbursement is based on a recognized industry flat rate time required to repair YOUR VEHICLE according to the following criteria:

A) If the repair time required is a minimum of nine hours, we will allow a one-day car rental and reimburse YOU a maximum of thirty-five for that rental.

B) If the repair time required is a minimum of twelve hours, we will allow a two-day car rental and reimburse YOU a maximum of seventy dollars for that rental.

C) If the repair time required is more than sixteen hours, we will allow a three-day car rental and reimburse YOU a maximum of one hundred five dollars for that rental.

D) If the repair time required is more than twenty hours, we will allow a four-day car rental and reimburse YOU a maximum of one hundred forty dollars for that rental.

E) If the repair time required is more than twenty-four hours, we will allow a five-day car rental and reimburse YOU a maximum of one hundred seventy-five dollars for that rental.

F) If the repair time required is more than twenty-eight hours, we will allow a six-day car rental and reimburse YOU a maximum of two hundred ten dollars for that rental.

Rental car reimbursement is valid only for expenses actually incurred from the date of the BREAKDOWN until the date repairs are completed. Rental car reimbursement does not include any expenses for items such as MILEAGE, GASOLINE, MAINTENANCE, INSURANCE OR COLLISION DAMAGE WAIVER CHARGES, OR OIL CHANGES. NO DEDUCTIBLE applies to the provision of Rental Car Reimbursement.

**Exclusions - The following items are not covered by this VEHICLE SERVICE PROGRAM:**

A) ANY OF THE FOLLOWING PARTS INCLUDING BUT NOT LIMITED TO, GLASS; LENSES, HEAD LAMP AND PROJECTION LAMP ASSEMBLIES, SEALED BEAMS, LIGHT BULBS; WEATHER STRIPPING, TRIM, MOLDINGS, BRIGHT METAL, CHROME, UPHOLSTERY, CARPET, ZIPPERS, THROTTLE BODY, BATTERY, BATTERY CABLES, SHOCK ABSORBERS, STRUTS, CVT, SEQUENTIAL, DSG, DUAL CLUTCH, SMG, PDK, AND MANUAL TRANSMISSIONS;  
;COMPONENTS SUCH AS, CLUTCH FRICTION, CLUTCH DISC AND PRESSURE PLATE, THROW OUT BEARING, PILOT BEARING, CLUTCH MASTER AND SLAVE CYLINDER, MANUAL AND HYDRAULIC LINKAGES; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; THERMOSTAT; HOSES, PIPES, LINES; NUTS, BOLTS, HARDWARE; BELTS, PULLEYS, TUNE-UP PARTS; SAFETY RESTRAINT SYSTEMS (INCLUDING SEAT BELTS AND AIRBAGS); ANY AND ALL FLUIDS, VALVE STEM SEALS, LUBRICANTS AND RESERVOIRS; FUSES, RELAYS, FUSE PANEL, CIRCUIT BREAKERS; BRAKE PADS, BRAKE SHOES, BRAKE ROTORS AND DRUMS; EMISSION SYSTEMS; CUP HOLDERS, DASH PAD AND VENTS, SEAT FRAME, PAINT, INSIDE AND OUTSIDE ORNAMENTATION; RADIO HEAD UNIT, TELEPHONES, TELEVISION/VCR, ELECTRONIC AND SATELLITE TRANSMITTING DEVICES; AMPS, SPEAKERS AND WIRING; INSIDE AND OUTSIDE DOOR HANDLES, MIRRORS, HINGES, LATCHES, LIFT GATE AND HOOD SUPPORTS; HUBCAPS/WHEEL COVERS

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BUMPERS, BODY SHEET, METAL AND PANELS, BODY PARTS, FRAME, STRUCTURAL BODY PARTS, HARD OR VINYL OR FABRIC TOPS; TIRES, WHEELS OR RIMS

B) REPAIRS PERFORMED OUTSIDE THE UNITED STATES OR CANADA, REPAIRS PROHIBITED BY A FEDERAL, STATE OR LOCAL LAW, REGULATION, OTHER AUTHORITY OR AGENCY

C) ANY REPAIR OF AIRBAGS AND OR SUPPLEMENTARY RESTRAINT SYSTEM, INCLUDING BUT NOT LIMITED TO: DEPLOYED DUE TO COLLISION/NONCOLLISION, AND OR DEFECT. YOU SHOULD CONTACT YOUR DEALER IMMEDIATELY IF YOU FEEL YOUR AIRBAG OR SUPPLEMENTARY RESTRAINT SYSTEM IS DEFECTIVE

D) ANY WORK PERFORMED TO IMPROVE COMPRESSION OR REDUCE OIL OR FUEL CONSUMPTION, OR OTHER WORK WHEN A BREAKDOWN HAS NOT OCCURRED

E) ANY REPAIR, REPLACEMENT OR REIMBURSEMENT COVERED BY ANY FACTORY OR DEALER WARRANTY, REPAIR FACILITY GUARANTEE, OTHER SERVICE CONTRACT, OR ANY INSURANCE COVERAGE.

F) EXPENSES FOR ANY MAINTENANCE SERVICE SPECIFIED IN YOUR OWNER'S MANUAL; INCLUDING BUT NOT LIMITED TO FUELS, FLUIDS, LUBRICANTS, ALIGNMENTS OR ADJUSTMENTS; IMPROPER REPAIRS, ADJUSTMENTS, OR SERVICING BY ANY REPAIR FACILITY, INDIVIDUAL OR YOU.

G) ANY CONSEQUENTIAL OR INCIDENTAL PECUNIARY OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, LOST REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY OTHER ECONOMIC LOSS OF ANY KIND

H) PARTS NOT AUTHORIZED BY THE MANUFACTURER, SUCH AS PARTS INCLUDED BUT NOT LIMITED TO NON-FACTORY OR AFTERMARKET PERFORMANCE PARTS OR EQUIPMENT, AND ANY NON-FACTORY TYPE OF SECURITY, STEREO, AUDIO, TELEVISION, SATELLITE, TELEPHONE OR ENTERTAINMENT SYSTEM, EQUIPMENT OR PART.

I) NEGLIGENCE, ERROR, OR OMISSION ON THE PART OF ANY SERVICING DEALER, REPAIR FACILITY OR PROVIDER OF ROADSIDE SERVICES, OR

ANY BREAKDOWN OR CONSEQUENTIAL DAMAGE TO YOUR VEHICLE CAUSED IN WHOLE OR PART BY SUCH NEGLIGENCE, ERROR OR OMISSIONS.

J) ANY SERVICE THAT THE MANUFACTURER RECOMMENDS PURSUANT TO A RECALL ANNOUNCEMENT OR TECHNICAL SERVICE BULLETIN THAT APPLIES TO YOUR VEHICLE, AND ANY BREAKDOWN OF AN OTHERWISE COVERED PART IF YOU FAIL TO HAVE THE VEHICLE REPAIRED OR REPROGRAMMED PURSUANT TO A NOTICE OF RECALL OR SERVICE BULLETIN, AND SUCH REPAIR OR REPROGRAMMING WOULD HAVE PREVENTED THE BREAKDOWN.

K) ANY REPAIR OF A SYSTEM, ANY EQUIPMENT OR PART IF IT IS DETERMINED THAT THERE IS A REASONABLE MECHANICAL PROBABILITY THAT THE CONDITION CAUSING THE FAILURE EXISTED PRIOR TO OR AT THE TIME OF PURCHASE OF YOUR PROGRAM, WHETHER KNOWN OR UNKNOWN AT THE TIME OF PURCHASE OF YOUR PROGRAM.

L) LEAKING SEALS AND GASKETS AS "STAND ALONE" REPAIRS ARE NOT COVERED. SEALS AND GASKETS ARE COVERED IN CONJUNCTION WITH THE AUTHORIZED REPAIR OR REPLACEMENT OF A COVERED PART.

M) ANY FAILURE OF A COVERED PART NOT CAUSED BY A DEFECT IN A COVERED PART OR BY A DEFECT IN THE CRAFTSMANSHIP OR WORKMANSHIP OF THE FACTORY.

N) EXPENSES FOR DIAGNOSTIC SERVICES.

i. A NONCOVERED PART OR SYSTEM, OR

ii. A COVERED PART WHEN NO BREAKDOWN OF THAT COVERED PART HAS OCCURRED.

O) REPAIRS NEEDED IN WHOLE OR IN PART DUE TO:

i. FAILURE TO STOP DRIVING IMMEDIATELY TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE AFTER EVIDENCE OF A BREAKDOWN APPEARS (E.G., WARNING LIGHT, SMOKE, ABNORMAL NOISES);

ii. THE USE OF FUELS, OILS, FLUIDS OR LUBRICANTS OTHER THAN THOSE REQUIRED BY YOUR OWNER'S MANUAL OR AS OTHERWISE SPECIFIED BY THE MANUFACTURER.

iii. MISUSE OR ABUSE, FAILURE TO PERFORM MAINTENANCE SERVICES, OR ANY OTHER NEGLIGENCE, (E.G., OVERLOADING, RACING, COMPETITIVE DRIVING ACTIVITIES OR SNOW PLOWING), OR FROM MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, IMPROPER TOWING, IMPROPER ADJUSTMENTS OR SERVICING, OR USING THE VEHICLE IN ANY MANNER NOT RECOMMENDED BY THE MANUFACTURER.

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iv. ACCIDENTAL LOSS, OR EXTERNAL CAUSES SUCH AS WAR, RIOT, VANDALISM, OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF THE PARTIES.

v. RUST, SALT, CORROSION, OVERHEATING, WATER INTRUSION/LEAKS, ACID RAIN, CHEMICALS, TREE SAP, HAIL, FLOOD, LIGHTNING, FIRE, WINDSTORM, EARTHQUAKES OR OTHER ENVIRONMENTAL CAUSES OR ACTS OF NATURE; (VI) VIBRATION, DETERIORATION, DISCOLORATION, DISTORTION, DEFORMATION AND/OR FADING; OR

vi. SLUDGE, CONTAMINATED FLUIDS, OR LUBRICANTS.

P) ANY REPAIR COST IF YOUR VEHICLE HAS BEEN USED FOR COMMERCIAL USE OR PURPOSE, INCLUDING BUT NOT LIMITED TO USE FOR HIRE OR FOR RENTAL, TAXI, UBER, LYFT, LIMOUSINE, AND OR SHUTTLE SERVICE, CHERRY PICKING, DUMPING, PLOWING SNOW FOR HIRE, HAULING, PLOWING, TOWING OR ROAD SERVICE OPERATIONS, POLICE, LAW ENFORCEMENT, FIRE, RANGER, AMBULANCE OR EMERGENCY OR RESCUE SERVICES.

Q) ANY REPAIR CAUSED BY A NON-FACTORY MANUFACTURER AUTHORIZED PERFORMANCE PART OR EQUIPMENT, CAUSED OR CONTRIBUTED TO THE BREAKDOWN.

R) ANY REPAIR COST:

1. IF THE ODOMETER IS ALTERED, DISCONNECTED, INOPERABLE, OR IMPROPERLY READING SO THAT THE MILES TRAVELED CANNOT BE ACCURATELY DETERMINED.

2. IF THE VEHICLE'S FACTORY WARRANTY HAS BEEN VOIDED FOR ANY REASON

3. IF YOU FAIL TO PROVIDE ALL MAINTENANCE RECORDS FOR ROUTINE MAINTENANCE RELATING DIRECTLY OR INDIRECTLY TO COVERED PARTS THAT SUSTAIN A BREAKDOWN

S) COVERED PARTS WHICH THE REPAIR FACILITY MAY RECOMMEND REPLACING BUT WHICH HAVE NOT EXPERIENCED A BREAKDOWN AS

DEFINED IN THE DEFINITIONS OF THIS PROGRAM.

T) This agreement does not cover repairs or replacements of any items covered by other insurance, warranties, or guarantees, including but not limited to, manufacturers, contractors, adjusters. Our coverage is secondary to, for example any, insurance, warranties, or guarantees, etc.

U) This agreement does not cover delays or failures to provide service caused by or related to any of the exclusion listed herein; shortages of labor and/or materials; or any other cause beyond our reasonable control. This Agreement does not cover additional charges to access or transport materials, supplies, or independent Service Contractors to the covered automobile due to lack of or inhibited serviceability such as but not limited to, tolls, required use of ferries or barges and/or remote locations.

V) This agreement does not cover repairs and/or replacements due to mechanical failure attributable to normal wear and tear. Accordingly, the agreement does not cover failures which may result from other causes, such as without limitation abuse, misuse, and or neglect, lack of maintenance, rust or corrosion, chemical build up, Lightning strikes, missing parts, animal, pet and or pest damage, fire, acts of god, structural and or property damage, flood, earthquake, freeze damage, accidents, war, acts of terrorism, nuclear explosion, reaction, radiation, or radioactive contamination, insurrection, riots, vandalism, or intentional destruction of property. This agreement does not cover mechanical failures resulting directly or indirectly from or caused by water, dry rot or any not normal wear and tear issues.

W) This agreement does not cover any costs associated with any upgrades or modifications to comply with federal, state and or local law, code regulation, or ordinance. All such costs are your responsibility.

X) This agreement does not cover any fees or costs with freon, or freon reclamation.

Y) We do not pay more than our costs based on ASE certified repair guidelines, if the claim is covered under the policy.

Z) These terms and conditions will apply to vehicle service programs only and should not be confused with an insurance contract by you.

**NOTICE AND GENERAL CONSIDERATION**

BY ENTERING INTO THIS PROGRAM YOU DO NOT WAIVE ANY WARRANTIES THAT MAY BE IMPLIED BY LAW, OTHER RIGHTS AND REMEDIES THAT MAY BE AVAILABLE TO YOU IF A PROBLEM CANNOT BE RESOLVED WITH US. THIS PROGRAM MAY DUPLICATE SOME WARRANTY COVERAGE.

STATE AND FEDERAL LAWS MAY PROTECT YOUR INTERESTS AS A CONSUMER. IN RESPECT TO THE MAGNUSON-MOSS WARRANTY ACT, THE CONTENTS OF THIS VEHICLE SERVICE PROGRAM SHOULD BE INTERPRETED AND UNDERSTOOD TO MEAN A "SERVICE PROGRAM" AS USED THEREIN.

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THIS PROGRAM IS NOT:

A) AN AUTOMOBILE LIABILITY; PHYSICAL DAMAGE INSURANCE CONTRACT.

B) A MECHANICAL BREAKDOWN INSURANCE (MBI).

C) AN INSURANCE CONTRACT.

D) AN EXPRESS, IMPLIED, GENERAL OR EXTENSION OF A WARRANTY.



When a sale has been made, we can reject it for certain reasons, we will try to tell you the reason without delay, which may be due to running out of parts, a price description or mistake, inability to obtain your payment or other just and fair reasons.

**Prestige Auto Protect** offers the website, including all information, tools, products and services available from this site to you the user condition upon your acceptance of all terms and conditions and policies and notices stated here.

By visiting our site and or purchasing something from us, you engage in our service and have purchased our product as applicable and agree to be bound by the following terms and conditions including these additional terms and conditions and policies referenced herein and or available by hyperlink (collectively terms and conditions or terms). These terms of service apply to all users of the site including without limitation users who are browsers, vendors, customers, merchants, and or contributors of content.

Delay. **Prestige Auto Protect** shall not be liable and must be held unaccountable for delays in repairing or replacing a system or part resulting from events beyond its control, including, but not limited to, weather conditions, labor disputes, strikes, delivery problems, war, acts of God, terrorism, contractor availability, inspector availability, adjuster availability, or availability of parts.

Elimination/Clearance. **Prestige Auto Protect** shall not be liable and must be held unaccountable for any costs associated with the removal and/or elimination of any system and/or waste or debris associated with the repair and/or replacement services, shop fees and any other miscellaneous fees

Please read these terms and conditions carefully before accessing or using our website. By accessing or using any part of our site, including the purchase of a product you agree to be bound by these terms and conditions.

We have the sole right to determine whether a covered system or part will be repaired or replaced. We are not responsible for upgrades, components, parts or equipment required due to recalls of the existing equipment with a replacement part or component. If parts are no longer available, we will offer a cash payment in the amount of the average cost between parts and labor of the covered repair. We reserve the right to locate parts at any time.

Any new features or tools which are added to the current terms or site shall also be subject to the terms and conditions. You can review the most current version of the terms and conditions at any time on our website. We reserve the right to update, replace, or change any part of the terms and conditions by posting updates and or changes to our website terms and conditions. It is your responsibility to check the website periodically for any changes. Your continued use of or access to the website or our program constitutes acceptance of those changes.

In addition to other prohibitions as set forth in these Terms And Conditions, you are prohibited from using the website service, products or there content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of other; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or of any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of these prohibited uses. Failure to comply will result in no refund due.

Our website products and terms are subject to change without notice. We reserve the right at any time to modify or discontinue the service or any part or content without notice at any time. We shall not be liable to you or to any third party for any modification, suspension, price change, or discontinuance of the service. Certain products may be available in certain states only.

You agree to provide current, complete and accurate purchase and account information for all purchases made. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

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You may not use our products or services for any illegal or unauthorized purpose, nor may you, in the use of the policy, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any viruses, worms, or any code of a destructive nature in the use of this site or the service. A breach or violation of any of the terms will result in an immediate termination of your contract with no refund.

#### INELIGIBLE VEHICLES

Commercially Used Vehicles means Vehicles used for farming, ranching, route work, job-site activities, service or repair work, delivery of goods, any



taxiing services (including UBER, LYFT) and snow removal. Usage must not exceed the manufacturer's ratings and/or limitations.

Any Vehicle that has been issued a restricted title, including but not limited to: gray market, total loss, salvage/refundable, salvage theft, rebranded titles, assembled, dismantled, scrap, fire, flood, water damage, physical damage, salt water, frame damage, frame or motor change, junk or parts only.

This PROGRAM applies only to a MECHANICAL BREAKDOWN or FAILURE occurring within the United States of America, Puerto Rico and Canada. **This PROGRAM may not be made available to residents of the following states:**

**Iowa, Alaska**

#### Your Requirements

You must have your vehicle serviced and inspected according to the manufacturer's recommendations as listed in the owner's manual. You are required to follow the maintenance schedule which applies to your driving tendencies and climate conditions in your local area. Failure to adhere to the owner's manual recommendations may result in denial of service by us. Any and All receipts verifiable by US must be held on to for any requested service/work on your vehicle. Self-servicing your vehicle may be verified through the receipts of various materials Used throughout the service which you are required to maintain and submit to us upon request. If you fail to hold onto original documents proving original price and materials, coverage may be denied.

Coverage may also be denied if this Vehicle Service Program's payments are not up to date.

Claims are limited to being initiated by you, and not various repair facilities working on your vehicle. In order to receive a repair, you must call us. Once prior authorization is given, you may take your vehicle to the ASE Certified repair facility of your choosing.

Any claim exceeding 90 days will be closed and cannot be reopened. Customer will be responsible for repairs if claim exceeds 90 days.

Owner is required to have a valid US State annual registration, liability insurance, and safety/emissions inspection.

#### BREAKDOWN PROCEDURE

If roadside assistance is needed, please contact US right away to get prompt service.

Once YOU have started YOUR claim with US you may take YOUR vehicle to the ASE Certified repair facility of YOUR choice. A claim must be initiated by YOU the PROGRAM holder. YOUR repair facility or technician cannot start a claim on YOUR behalf. Prior to going to the repair facility, YOU must call US to start a claim.

#### EMERGENCY CLAIMS

In the event of an emergency, for **Prestige Auto Protect** to determine that the claim is covered you must contact **Prestige Auto Protect** IMMEDIATELY before having the repair or replacement performed.

i. If you incur a MECHANICAL BREAKDOWN:

A. YOU must take YOUR VEHICLE to a repair facility in the UNITED STATES which has an ASE licensed mechanic with the correct equipment to diagnose an issue/repair.

In the event of an emergency, YOU AND YOUR REPAIR FACILITY MUST OBTAIN PRIOR AUTHORIZATION FROM US.

B. YOU need to authorize at your cost the repair facility to tear down YOUR VEHICLE or to diagnose a problem.

C. WE hold the right to inspect YOUR VEHICLE to gather necessary information regarding any claim or diagnostic, At OUR discretion, WE may move or tow YOUR VEHICLE to another REPAIR FACILITY, at no expense to YOU, in order to inspect YOUR VEHICLE for those purposes.

D. YOU must pay any DEDUCTIBLE listed on YOUR DECLARATIONS PAGE to the authorized repair facility.

#### CANCELLATION

A) YOU can cancel YOUR VEHICLE SERVICE PROGRAM:

1) Within thirty (30) days following the purchase of the VEHICLE SERVICE PROGRAM period, YOU can cancel this VEHICLE SERVICE PROGRAM and YOU will receive a full purchase price refund, if no services have been rendered to or on behalf of YOU. If services have already been rendered under this VEHICLE SERVICE PROGRAM to or on behalf of YOU, including the filing of a pre-existing claim, the refund will be the lesser amount calculated as: Time prorated amount, based upon the time since the VEHICLE SERVICE PROGRAM was purchased.

2) After thirty (30) days following the commencement of the VEHICLE SERVICE PROGRAM period, YOU may cancel this VEHICLE SERVICE PROGRAM. The refund will be the lesser amount calculated as: time prorated amount, based upon the time expired/cancelled since the VEHICLE SERVICE PROGRAM was purchased and less any claim payments, reimbursement or service rendered to or on behalf of you during the VEHICLE SERVICE PROGRAM period.

3) ALL CANCELLATION REFUNDS AFTER THIRTY (30) DAYS ARE SUBJECT TO A \$75 PROCESSING FEE. WE may cancel this VEHICLE SERVICE PROGRAM at any time if:

I. YOU fail to timely pay any part of the PROGRAM purchase price

II. The VEHICLE has been sold or traded, unless this PROGRAM has been transferred

III. YOU made a material misrepresentation or substantially breached YOUR duties under this PROGRAM relating to the VEHICLE or its use.

4) The VEHICLE has been modified for or used in any competitive events or used for COMMERCIAL USE or PURPOSE.

5) WE cannot determine the true mileage of the VEHICLE due to replacement, alterations, disconnection or failure of the Odometer.

6) If WE cancel this VEHICLE SERVICE PROGRAM, WE will refund to you or the Lender, as applicable, the lesser of time prorated amount, based upon the time expired since the PROGRAM was purchased.

7) The VEHICLE identification number can no longer be read or has been altered.

8) The VEHICLE has been declared a total loss or sold for salvage purposes.

9) If YOU are entitled to a refund under this PROGRAM, WE will pay the refund to YOU if YOUR purchase of this PROGRAM was not financed. If YOU financed YOUR purchase of this PROGRAM with a Lender, WE will issue a cancellation refund directly to that Lender unless YOU present to US written confirmation that YOU have paid the Lender in full all sums due under the Finance Agreement and the Lender has discharged all liens it had in respect to the Finance Agreement. YOU acknowledge that OUR payment of a cancellation refund to a Lender in respect to a Finance Agreement regarding the VEHICLE constitutes payment to YOU and YOU have no claim against US in respect to such payment. In the event of repossession or total loss of the VEHICLE, the LENDER may cancel this PROGRAM. If you cancel this program for any reason after the thirty days wait period there will be a two hundred and fifty dollar cancellation fee. The provisions of YOUR PROGRAM'S cancellation section apply to all cancellation requests. No other rights or benefits under this PROGRAM transfer to the LENDER. A PROGRAM holder who obtains this PROGRAM through a Transfer is not eligible to request or receive a cancellation refund. SHOULD YOU OR WE CANCEL THIS PROGRAM, THIS PROGRAM

SHALL TERMINATE IF WE ISSUE A REFUND TO YOU OR THE LENDER AND THE COVERAGE CAN NOT BE REINSTATED FOR YOU

The term of your coverage shall activate thirty days (30) days following Prestige Auto Protect receipt of all unsettled payments, and premiums due to Prestige Auto Protect are received by Prestige Auto Protect ("Effective Date"); In the event Prestige Auto Protect does not receive all outstanding payments and/or outstanding payments and/or signed contract, and odometer reading, for any reason, your warranty coverage term will go into effect but no claims can be authorized or paid out until all information is received verified and the contract is signed.

#### Transfer

The purchaser or household of this Vehicle Service PROGRAM is entitled to transfer it to any other individual purchaser of the vehicle declared in the Declarations page. Although transferring to a commercially used vehicle is prohibited. The transfer clause is subject to the following conditions:

A) Each Vehicle Service PROGRAM agreement is entitled to two transfers over its total coverage period. The receiving party (new) owner is not entitled to the cancellation clause of this agreement and can cancel the program with no refund due.

B) All pre-existing dealer of factory warranty must be transferred to the new vehicle owner. All maintenance records and odometer readings at the time of transfer must be present in order to process a transfer. If part or all these documents are missing upon transfer, we reserve the



right to inspect the vehicle prior to issuance of a transfer.

#### **SUBROGATION**

In the event of reimbursement by us, to you, or for the benefit of the vehicle under the confirmation page that you will receive in exchange for signing these terms of agreement, we shall be subrogated to all rights, interest or stake in claims which you may have against any third parties responsible for damages to you. Under this section, you agree to execute any documents that we require to pursue claims through subrogation and avoid the impairment of our rights pursuant to this clause. In respect to this clause, you authorize us to sue, settle, or compromise on both our behalfs related to an instance of recorded damages. The vehicle owner agrees to reimburse us any amount received as the result of a claim, should there be additional remedies available to you.

We reserve the right at our sole discretion to update, change, or replace any part of these terms and conditions by posting updates and changes to our website and our contract. It is your responsibility to check our website periodically for any changes. Your continued use of our policy or access to our website or the services following the posting of any changes to these terms of the policy or service constitutes acceptance of those changes.

#### **Arbitration**

Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions you agree that:

1. Any claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding (CLASS ACTION). The parties expressly waive any ability to maintain any Class Action in any forum. The Arbitrator shall not have authority to combine or aggregate similar claims or conduct any class action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this class action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that they would have had a right to litigate through a court, to have a judge or jury decide their case and to be party to a class or representative action, however, they understand and choose to have any claims decided individually, through arbitration.
2. All disputes, claims and causes of action arising out of or connected with this agreement shall be resolved individually, without resort to any form of class action, and exclusively by the American Arbitration Association under its commercial mediation rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.
3. All claims, judgments and awards shall be limited to actual out of pocket costs incurred to a maximum of \$2,000.00 per claim, but in no event attorneys' fees.
4. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out of pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this agreement, shall be governed by, and construed in accordance with the laws of the state of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of the state of New Jersey or without giving effect to any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.