# PREMIER COMMERCIAL TRUCK & BUS

**MEDIUM TO HEAVY DUTY**

**VEHICLE SERVICE CONTRACT SCHEDULE PAGE**

**CONTRACT NUMBER: CMHT-01**

## SECTION 1 - DEALER INFORMATION

| NAME | | | |
|---|---|---|---|
| STREET ADDRESS | | | |
| CITY | STATE | ZIP | TELEPHONE |

## SECTION 2 - CUSTOMER INFORMATION

| LAST NAME | FIRST NAME | M.I. |
|---|---|---|
| MAILING ADDRESS | | EMAIL |
| CITY | STATE / ZIP | TELEPHONE |

## SECTION 3 – VEHICLE AND CONTRACT INFORMATION

| VEHICLE IDENTIFICATION NUMBER | YEAR | MAKE | MODEL |
|---|---|---|---|
| | | | |

| VEHICLE CLASS (3-8) | ENGINE SIZE IN LITERS | ENGINE MANUFACTURER | ☐ DIESEL ☐ GAS | ECM READING MILES | ECM READING HOURS |
|---|---|---|---|---|---|
| | | | | | |

| VEHICLE PURCHASE PRICE | VEHICLE PURCHASE DATE | ODOMETER MILEAGE | CONTRACT PURCHASE PRICE | CONTRACT PURCHASE DATE | CONTRACT TERMS OF PAYMENT |
|---|---|---|---|---|---|
| | | | | | ☐ FINANCED WITH VEHICLE ☐ PAID IN FULL |

### VEHICLE COVERAGE AND TERM

☐ ENGINE COVERAGE
☐ ENGINE/TRANSMISSION COVERAGE
☐ ENGINE/TRANSMISSION/DRIVE AXLE COVERAGE

### OPTION AND SURCHARGE COVERAGES

☐ AT - EGR/DPF OPTION ☐ SUPPLEMENTAL COMPONENT PACKAGE
☐ NON-POINT OF SALE SURCHARGE (Requires Vehicle Inspection and 30 day 1,000 mile elimination period – 30 days and 1,000 miles will be added to the purchase term.
☐ ATPLUS - AFTERTREATMENT ASSEMBLIES (if selected, the following coverages apply)
☐ NAVISTAR MAXXFORCE EQUIPPED ☐ PACCAR MX EQUIPPED

TERM_____MONTHS _____MILES

DEDUCTIBLE $_____

## SECTION 4 – LIENHOLDER INFORMATION

| NAME | | | |
|---|---|---|---|
| STREET ADDRESS | | | |
| CITY | STATE | ZIP | TELEPHONE |

## SECTION 5 – IMPORTANT INFORMATION ABOUT THIS CONTRACT

1. Your Vehicle may not be eligible for the Term selected in **SECTION 3 – VEHICLE AND CONTRACT INFORMATION**. In such a case, this Contract may be rejected and You will be notified by certified mail within 15 days of Our decision to reject this Contract.
2. **You are not required to enter into this Contract in order to purchase, lease or obtain financing for the Vehicle.**
3. You should read the Schedule page and coverage carefully. It contains the entire agreement between You and Us and take precedence over any other written or oral statements made to You with respect to this Contract. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions of this Contract are invalid and of no force or effect.
4. This is a Service Contract, not an insurance policy or warranty. Some benefits You receive under this Contract may duplicate express or implied warranties that may accompany Your purchase of the Vehicle. **SECTION 8A - GENERAL PROVISIONS** explains how Our responsibilities may be reduced if this is the case.
5. Provisions concerning Your responsibilities, including routine maintenance, are listed in **SECTION 8B - YOUR RESPONSIBILITIES.**
6. The rights, privileges and/or conditions governing this Contract may vary in the state in which this Contract was purchased**.** If so, a special state disclosure amending such rights, privileges and/or conditions will appear in **SPECIAL STATE DISCLOSURES**.
7. The Dealer identified above is entitled to receive compensation from Us for services rendered in the sale of this Contract.
8. Our performance under this Contract is insured by an insurance policy issued to Us by Arch Insurance Company, 2345 Grand Blvd, Suite 900, Kansas City, MO 64108, phone 1-800-821-5546. If a covered claim is not paid within thirty (30) days after proof of loss has been filed, You may file a claim directly with the insurance company. If You cancel this Contract and do not receive a refund from Us by the forty sixth (46th) day following Your request for cancellation, You may apply for a refund with the insurance company.

By Your signature below You hereby name the Lienholder identified above as an additional loss payee under this Contract and acknowledge that You have been given the opportunity to read the entire Contract that is being purchased today and agree to abide by terms, conditions and exclusions described herein.

**CUSTOMER SIGNATURE(S):**_____ **DATE:**_____

**CUSTOMER SIGNATURE(S):**_____ **DATE:**_____

**DEALER AUTHORIZED SIGNATURE:**_____ **DATE:**_____

**Administrator and Obligor: Premier Dealer Services, Inc. ("We, Us, or Our")**
**In FL and OK: PDS Warranty Company, Inc. ("We, Us, or Our")**
**FL License No. 14-274659101; OK License No. 44200692**
**P.O. Box 23880, San Diego, CA 92193-3880**

**Claims: (833) 980-0108**
**Emergency Roadside Assistance: [(855) 735-3524]**

**TOP WHITE - PREMIER DEALER SERVICES PINK – DEALER YELLOW – LEINHOLDER BOTTOM - CUSTOMER**

## SECTION 6 — DEFINITIONS

**Breakdown** — The failure of any Covered Part to perform the function for which it was intended to perform, within manufacturer specifications, due to a mechanical or electrical defect. A Breakdown shall be considered to have occurred only when a Covered Part has been subject to normal usage. Gradual reduction in operating performance due to the natural and inherent wear characteristics of automotive/truck parts will not be considered a Breakdown. However, reduction in operating performance of an automotive/truck part which exceeds the published tolerances allowed by the manufacturer may be considered a Breakdown.

**Contract —** This vehicle service contract.

**Covered Part —** Any part that is original equipment on Your Vehicle at the time of purchase by You (or like replacement part(s) meeting the manufacturer's specifications) which is listed in **SECTION 7A – COVERED PARTS** under the name of the plan purchased by You and which is not otherwise excluded from coverage hereunder.

**Dealer —** The issuing dealer from whom You purchased the Vehicle.

**Deductible —** The amount that You must pay per repair of a Breakdown. Deductible(s) do/does not apply to Roadside Assistance, Trip Interruption or Rental Assistance, or Towing Assistance. If no Deductible is listed on the Schedule, then the standard one hundred dollar ($100.00) deducible shall apply.

**Elimination Period —** A period of 30 days and 1,000 miles from the Contract Purchase Date and Contract Odometer Mileage during which no coverage applies. 30 days and 1,000 will be added to the purchase term.

**Plan –** The coverage plan in **SECTION 3 – VEHICLE AND CONTRACT INFORMATION** which indicates the level of coverage You have purchased**.**

**Term —** The number of months and miles that coverage under this Contract shall be in force.

**Vehicle —** The vehicle covered by the terms and conditions of this Contract.

**We, Us or Our —** is the obligor and administrator of this Contract as listed in **SECTION 5 – IMPORTANT INFORMATION ABOUT THIS CONTRACT** and as such is contractually obligated to You to provide and administer all services and coverages under this Contract.

**You, Your —** The purchaser(s) of this Contract.

## SECTION 7 — CONTRACT BENEFITS

### 7A COVERED PARTS

Subject to Your payment of the Deductible, We will repair, replace, or have repaired or replaced any Covered Part under Your Plan which experiences a Breakdown. We will reimburse You for pre-authorized expenses incurred for the repair or replacement of a Covered Part. Such expense(s) are not to exceed the manufacturer's suggested retail price for a part and the repair facility's published hourly labor rate multiplied by the appropriate operation labor time as published in AllData, Mitchell or MOTORS labor time guide. At Our sole discretion, reimbursement amounts for a covered repair may be based on new, remanufactured, independently manufactured, or used parts, which are comparable with the Vehicle's original design specifications and wear tolerances. All applicable taxes on authorized claim amounts – and all fluids required in connection with a Covered Breakdown are covered. **Upon the occurrence of the Breakdown of a Covered Part, You must follow the claim procedure outlined in SECTION 7C – CLAIM PROCEDURE.**

**COVERAGE PLANS**

**ENGINE ONLY COVERAGE**

**1. ENGINE —** All internal lubricated parts; engine block; cylinder heads; manifolds; expansion plugs; harmonic balancer; engine mounts; oil pan; timing chain and tensioner; timing chain cover; valve cover(s); water pump; fuel injectors; fuel injector cups. Turbocharger (factory installed only), internal parts, and vanes. Cases, housings, engine block and cylinder heads are covered only if damaged by the failure of an internally lubricated part.

**ENGINE AND TRANSMISSION COVERAGE** – (Includes those Items listed in Subsections 1-2)

**2. TRANSMISSION —** Automatic, Standard and Transfer Case if 4WD: All internal lubricated parts within the transmission; mounts; torque converter; flywheel/flexplate; front pump; oil pan; vacuum modulator. Transmission and transfer case housing are covered only if damaged by the failure of an internally lubricated part.

**ENGINE, TRANSMISSION AND DRIVE AXLE COVERAGE** - (Includes those Items listed in Subsections 1-3)

**3. DRIVE AXLE —** All internal lubricated parts within the drive axle assembly including: axle shaft(s) and axle bearings; bushings; carrier; ring and pinion gears; drive shaft; drive shaft support; universal joints. Drive axle housing is covered only if damaged by the failure of an internally lubricated part.

**OPTIONAL COVERAGE** – The following coverages are available when identified on the Schedule Page and a surcharge has been paid.

- **OPTION AT – DPF/EGR:** Failure of the DPF or the EGR Valve. Coverage is limited to the lesser of, the term month and mileage selected or the first 24 months or 240,000 miles. Maximum Coverage under this option is limited to one DPF failure and two EGR Valve failures. Subsequent Damage beyond these components are excluded.
- **OPTION ATPLUS – AFTERTREATMENT ASSEMBLIES**: EGR Cooler, EGR Valve(s), DOC Dosing Injector, DOC Dosing Module Selective Catalytic Reduction (SCR Catalyst), DPF Dosing Injector, DPF filter, DEF Injection Nozzle and Dosing Module, DEF Tank, DEF Supply Module and Temperature Sensor, Diesel Oxidation Catalyst (DOC), Lambda (O2) Sensor, Nitrogen Oxide (NOx) Sensor, Aftertreatment Control Module, 1-Box™ Configuration. Coverage is limited to the lesser of, the term month and mileage selected or the first 24 months or 240,000 miles. Subsequent Damage beyond these components are excluded. Coverage is limited to one failure per listed component. Proof of maintenance service being done as per OEM schedule must be documented.
- **SUPPLEMENTAL COMPONENT PACKAGE —** If You have selected and purchased for the Supplemental Component package then the following Components are covered: Charged air cooler, engine mounted air compressor, alternator, starter and solenoid, fuel tank(s), audio unit AM/FM/MP3/WB/*CD (excludes Speakers)*, driver's cabin area HVAC (excludes sleeper): a/c compressor and clutch, blower motor and switch, climate control module, radiator, fan clutch, heater core.
- **NON-POINT OF SALE SURCHARGE** (Applies to Contracts purchased after Vehicle Purchase Date.) **–** Requires Vehicle Inspection and 30 day 1,000 mile elimination period – 30 days and 1,000 miles will be added to the purchase term.

### 7B ADDITIONAL BENEFITS

**ROADSIDE ASSISTANCE: FOR EMERGENCY ROADSIDE ASSISTANCE YOU MUST CALL [(855) 735-3524]**

If **You** are in need of emergency roadside assistance, **You must call the toll-free phone number listed above for service.** Only service requests provided through the above listed number will be honored. Emergency roadside assistance services are not available in areas where state providers are exclusively utilized. The maximum amount of benefits payable per incident is one hundred dollars ($100.00). **If the cost of a service provided hereunder exceeds one hundred dollars ($100.00), then You must pay the difference at the time the service is rendered.** The following benefits are available 24 hours a day, 365 days a year, anywhere in the United States and Canada:

- **Jump Starts**
- **Fluid Delivery** *(cost of fluids is extra and must be paid when service is rendered)*
- **Lockout Service** *(key cutting/replacement is extra and must be paid when service is rendered)*

**TRIP INTERRUPTION OR RENTAL ASSISTANCE:** When a covered Breakdown disables Your covered Vehicle and the repairs are completed more than one hundred (100) miles from Your residence, We will reimburse You for lodging and meal expenses or substitute rental vehicle expenses incurred by You between the date of the Breakdown and the date of

which covered repairs are completed. You will be reimbursed for actual lodging expenses or substitute rental vehicle expenses up to one hundred twenty five dollars ($125.00) per day for up to two (2) days, not to exceed two hundred fifty dollars ($250.00) per occurrence. Legible and verifiable receipts are required for reimbursement.

**TOWING ASSISTANCE:** If towing assistance becomes necessary due to the Breakdown of a Covered Part, towing costs not payable by insurance will be covered for up to four hundred dollars ($400.00) per occurrence. A paid in full, signed towing bill is required for reimbursement,

## 7C CLAIM PROCEDURE

**NO REPAIRS OR PAYMENT SHALL BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE CLAIM DEPARTMENT**

1. **Take immediate action to prevent further damage. This Contract will not cover damage caused by not securing timely repairs.**
2. **If it is dangerous to operate Your Vehicle, or if operating Your Vehicle may cause further damage, You must have the Vehicle towed.**
3. **Take Your Vehicle to any commercial repair facility, and present this Contract. Please ask the repair facility to call the claim department at (833)-980-0108 to initiate a claim, prior to making any repairs. Note: If your Vehicle is still within manufacturer's warranty you must take your vehicle to a like franchise dealership.**
4. **You or the repair facility must call the claim department at (833)-980-0108 from 8am to 8pm EST, Monday-Friday, for approval prior to repairing, replacement or cleaning any parts. For emergency repairs (after regular business hours only), call the emergency number at (614) 588-0880 after the repair facility has diagnosed the problem and created an estimate for the repair. Please have Your Contract number available.**
5. **You or the repair facility must provide an estimate of parts and labor costs in order to obtain approval. No claim payments will be made if the claim department has not issued a claim approval reference number prior to repairing, replacing, or cleaning any parts.**
6. **We reserve the right to have the Vehicle inspected prior to any repair(s) or replacement(s) being made. You must authorize any charge(s) necessary to determine the cause of failure. This includes necessary diagnostic and/or tear down charges. If it is determined that the failure does not constitute a covered Breakdown, You must pay for all diagnostic, tear down and repair charges. You must cooperate in Our investigation of any Breakdown. You must allow Us to inspect Your Vehicle if We ask to do so. We have no obligation to inspect Your Vehicle or to certify its condition before or after covered repairs are completed.**
7. **You must, upon request, show Us and/or the repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications and/or provide documentation to prove ownership of the Vehicle. Failure to perform vehicle maintenance or to provide proper evidence of vehicle maintenance may result in denial or reduction of coverage hereunder.**
8. **Within sixty (60) days of the authorized repair, You must furnish Us with copies of the final repair order(s) and other requested receipts or documents. All repair order(s) must include the Claim Authorization number, an explanation of the Breakdown, itemization of each repair with part(s), labor hours, and paid receipt(s), including, if applicable, any paid receipt(s) for Trip Interruption, or Towing Assistance expenses. All receipts must be in Your name, signed by You, and must show the date(s), vehicle identification number, odometer reading at the time of the Breakdown, and Your Service Contract number.**
9. **You agree to allow Us to move Your Vehicle to an alternative repair facility in the event We deem it necessary.**

# SECTION 8 — CONTRACT GENERAL PROVISIONS

## 8A GENERAL PROVISIONS

1. **You must assist Us in enforcing Your rights against any manufacturer or repair facility that may have a responsibility to You for the cost of repairs covered under this Contract. In the event that We pay for any claim made under this Contract, then Your rights of recovery against others shall automatically be assigned to Us. We will not pay for any claim hereunder if You impair these rights of recovery. You may not waive Your right(s) to recover from others.**
2. **This Contract must be purchased on the Vehicle purchase date, unless it is a non-point of sale transaction which requires a designation on the Schedule page and a completed vehicle inspection form that certifies that all covered components are in good working order. ( A 30 day 1,000 mile claims elimination period applies )**
3. **If more than one service contract, warranty or insurance policy (including the manufacturer's warranty) can be applied to a claim, coverage under this Contract shall be in excess over all other such coverage(s), whether valid or collectible.**
4. **This Contract does not provide coverage for Covered Parts which are also covered under the manufacturer's warranty, or a repairer's warranty, regardless of whether the manufacturer or repairer is unwilling or unable to honor its warranty.**
5. **If You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will reimburse You for such deductible if the Breakdown would have been covered by this Contract. The maximum benefit per each covered Breakdown deductible reimbursement shall be one hundred dollars ($100.00).**

## 8B YOUR RESPONSIBILITIES

1. **You must keep all fluids at proper levels and have Your Vehicle checked and serviced in accordance with the manufacturer's severe maintenance schedule, as outlined in the owner's manual for Your Vehicle. If You do not have an owner's manual for Your Vehicle, You can contact the Dealer or Us and the servicing recommendations will be provided to You. If You do not follow the severe maintenance schedule and such failure causes a Breakdown, further damage or unnecessary repairs, coverage under this Contract will be denied or reduced.**
2. **You must retain all sales receipts, invoices or work orders showing the date, odometer mileage, a description of Your Vehicle, the vehicle identification number (VIN), and the maintenance services performed, including parts and fluids used to complete these services. You must retain proof of maintenance for the service and/or repair work performed on Your Vehicle, regardless of whether the work was performed by You or a licensed repair facility. Proof of maintenance means repair orders from a licensed repair facility and/or a self-maintained log that has corresponding purchase receipts for oil and filter, coolant and brake system flush, Aftertreatment services, etc. A self-maintained log without corresponding purchase receipts is not acceptable as proof of maintenance. Please keep your service history and receipts in your vehicle, so that they are readily available in the event of a claim.**
3. **You must take reasonable precaution to protect Your Vehicle from damage or further damage. If there is a problem with Your Vehicle (e.g. change in engine temperature, unusual noises, leaking fluids, shaking, unusual shifting, etc.) it is Your responsibility to take appropriate action immediately. If You do not take reasonable precaution to protect Your Vehicle from damage or further damage, coverage under this Contract will be denied or reduced.**
4. **It is Your responsibility to obtain approval from the claim department prior to the commencement of any tear down or repair. You are responsible for payment of any repair(s) and/or replacement(s) not authorized by the claim department.**
5. **You are responsible for paying the Deductible(s) associated with any repair(s) covered by this Contract.**

## 8C LIMITS OF LIABILITY

**Limit of Liability: A per claim maximum limit of liability applies to each coverage group as listed below. In addition, in no event shall the Aggregate Limit of Liability exceed the amount identified by Vehicle Class or the Actual Cash Value (ACV) of the vehicle at time of repair, whichever is less.**

| | Vehicle Class 3-4 | Vehicle Class 5-6-7 | Vehicle Class 8 |
|---|---|---|---|
| **Engine Coverage:** | **$9,500** | **$15,000** | **$20,000** |
| **Transmission Coverage:** | **$4,000** | **$6,000** | **$7,500** |
| **Drive Axle Coverage:** | **$4,000** | **$6,000** | **$7,500** |
| **Option ATPLUS – Aftertreatment Assemblies (If selected):** | **$7,500** | **$7,500** | **$7,500** |
| **Supplemental Component Package:** | **$1,000 per component** | **$1,000 per component** | **$1,000 per component** |
| **Aggregate Limit:** | **$15,000/ACV** | **$20,000/ACV** | **$30,000/ACV** |

## 8D EXCLUSIONS

**This Contract does NOT provide coverage for any of the following:**

1. **Damage, failure or Breakdown which existed, or was caused by a condition existing prior to the purchase of this Contract or during any applicable Elimination Period.**
2. **Any component not listed in Section 7A - Covered Parts, under the name of the coverage Plan selected by You.**
3. **Components or parts which have not failed or resulted in a verifiable Breakdown, but are replaced based on the manufacturer's or the repair facility's recommendation, replaced due to manufacturer redesign or update or if the wear on that part has not exceeded the published field tolerances allowed by the manufacturer.**
4. **Any repair that has been misdiagnosed by the repair facility, or cannot be verified by Us or any failure for which a covered cause cannot be determined.**
5. **Damage, failure or Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense.**
6. **Damage, failure or Breakdown of any part which the United States Environmental Protection Agency (EPA) has determined to be emission related, which is included on a current list published by the EPA of such parts, and which is within the EPA time and mileage emissions warranty period unless otherwise named as a covered part in Section 7A - Covered Parts.**
7. **Damage, failure or Breakdown of a Covered Part caused by the failure of a non-covered part.**
8. **Cases, housings, engine block and cylinder heads are covered only if damaged directly by the failure of a covered internally lubricated part.**
9. **Damage that is covered under the original manufacturer's warranty regardless of whether or not that warranty was transferred to You or the manufacturer refuses to honor its obligations. Any cost, repair, replacement or benefit for which the manufacturer has announced its responsibility through any means including recalls, service bulletins or campaign(s) by manufacturer.**
10. **Any repair and/or replacement not authorized by the claim department prior to the commencement of the repair and/or replacement, or for loss, damage or expense arising from or incurred in connection with repairs performed without the claim department's prior authorization.**
11. **Damage, failure or Breakdown caused or exacerbated by the continued operation of the vehicle while in a failed or failing condition, Your failure to take or cause to be taken, reasonable precautions to prevent damage when a problem exists (e.g. change in engine temperature condition, unusual noises, leaking fluids, shaking, unusual shifting, etc.), negligence, misuse, improper servicing, improper previous repair or failure by You to perform manufacturer required or recommended maintenance services.**
12. **The following components are not covered by this service contract: All Coolers and Cooler lines, Vanes of Variable Turbine Geometry (VTG) Turbos, Transmission electronic controls, levers, linkage, manual clutch, pressure plate, throw out bearings, clutch master or slave cylinder, manual transmission clutch disc and lining, external hoses, pipes, tubes and hard lines, and Wheel Bearings. All service adjustments/cleaning, a contaminated fuel system, filters, fluids, refrigerant, gear lube, squeaks, rattles or other noises where there is no covered Breakdown, wheels, shop supplies and any fees or expenses charged for the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials. Seals and gaskets, nuts, bolts and fasteners are not covered unless they are replaced in conjunction with a covered Mechanical Breakdown.**
13. **Damage caused by towing in excess of manufacturer's recommendations or overloading the Vehicle in excess of manufacturer's recommendations.**
14. **A Breakdown caused by or involving modifications, alterations not approved by the manufacturer and the Breakdown of any Covered Part which has been affected in any way by a non-approved modification, including but not limited to modifications to the following components: Engine, Transmission, Drive Axle/Transfer Case, Fuel Delivery, Emission, Exhaust System, or Suspension Components.**
15. **Towing another vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.**
16. **Repairs required because of improper repair, improper engine adjustments, overheating, lack of proper and necessary amounts of coolants or lubricants, detonation, pre-ignition, sludge build up, fluid restriction, oil, fuel, coolant and other fluid contamination, carbon deposits, rust, electrolysis, foreign object(s), corrosion, cavitation, electrolysis, and the failure to perform the manufacturer's recommended maintenance.**
17. **Damage, failure or Breakdown of any part if the odometer is inoperative, including ECM failure or has been tampered with or has been disconnected subsequent to Your purchase of Vehicle or if the true and actual odometer reading cannot be determined.**
18. **Any loss, damage, or expense normally covered by a standard automobile insurance policy (including personal property, comprehensive or uninsured motorist coverages).**
19. **Damage, failure or Breakdown and/or subsequent repair occurring outside of the United States, its territories and possessions or Canada.**
20. **Damage, failure or Breakdown of any part if the Vehicle is not certified for sale within the United States at the time of manufacture, a Glider Reconstruction, a salvaged Vehicle, a Vehicle whose title has been branded, flood damaged, or a Vehicle that has been declared a total loss or manufacturer's buyback.**
21. **Damage, failure or Breakdown of any part if the Vehicle is used for snow plowing, rental, taxi, used as a police vehicle, for competitive racing, used principally for off-road use, or is equipped for towing in excess of what is recommended by the manufacturer.**
22. **Loss, damage, or expense resulting directly or indirectly from any intentional, dishonest, fraudulent, criminal or illegal act committed by You, Your employee or agent, or occurring during confiscation, repossession, theft, unauthorized usage or possession, if the vehicle has been rented or use of the Vehicle by a transferee that has not been authorized by Us.**
23. **Damage, failure or Breakdown caused by accident, civil commotion or riot, nuclear contamination, collision or upset, glass breakage, earthquake, explosion, falling objects, fire or smoke, flood, freezing, hail, lightning, malicious mischief, theft or larceny, vandalism, water, windstorm and other external forces or events.**
24. **The cost of component diagnosis, teardown (disassembly or reassembly) when a Breakdown is not covered by this Agreement. Any repair that cannot be verified by Us or any failure for which a covered cause of breakdown cannot be determined.**
25. **Any cost that would ordinarily be covered by the manufacturer's warranty but is not being covered by the manufacturer because the warranty has been prematurely voided by the manufacturer, because the manufacturer is out-of-business or because of any other circumstance where the manufacturer cannot or will not honor its warranty.**
26. **Incidental or consequential damage, spoilage, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, attorney fees, loss of earnings, personal damage or per diem expenses.**
27. **Any claim made when the contract holder no longer has ownership of the vehicle.**

## 8E TERM & EXPIRATION

The coverage afforded under this Contract begins on the Contract/Vehicle purchase date. Coverage expires at 12:01 AM on the day when the Term in months expires OR when the Vehicle's odometer mileage exceeds the sum of the odometer mileage on the Contract/Vehicle purchase date and the Term in miles, whichever occurs first. If the Service Drive Sale/Non-Point of Sale Delivery box is checked, coverage begins 30 days and 1,000 miles from the Agreement Purchased Date and Current Odometer Reading shown on the Schedule Page. The additional 30 days and 1,000 miles will be added on to the end of the contract term and odometer mileage.

## 8F TRANSFER

1. Conditions and rights regarding transfer in the state where You purchased this Contract may be different from the conditions and rights set forth in this subsection. If so, a Special State Disclosure will appear in **SPECIAL STATE DISCLOSURES** for the state in which this Contract was sold and will amend this subsection.
2. This Contract applies only to You and the Vehicle. Only You can transfer this Contract. This Contract cannot be transferred to or from an automobile/truck dealer. This Contract can only be transferred one time from the original Contract purchaser to another private individual.
3. To transfer this Contract, You must do the following:
   a. Contact the Dealer to obtain a "Transfer Request Form" within fifteen (15) days of the change of ownership of the Vehicle and submit the completed "Transfer Request Form" with all required signatures;

**b.** Copies of sales receipts, invoices or work orders showing the date, mileage, and the service(s) performed should be given to the new owner in case they are needed in the event of an applicable claim.

**c.** Provide documented certification of the Vehicle's odometer reading at the time of ownership transfer;

**d.** Provide copies of all documents sent to the manufacturer to effect transfer of Your manufacturer warranty (if applicable). The manufacturer warranty must be transferred at the same time as Vehicle ownership transfer; and

**e.** Pay a transfer fee of seventy five dollars ($75.00) made payable to Premier Dealer Services, Inc. Only a check or a money order will be accepted.

**4.** We have the right to deny a request for transfer if the conditions of this subsection are not met. The transfer shall not take effect until approved and processed by Us. If the transferee does not receive a confirmation of transfer within forty five (45) days after change of ownership, the transferee should notify Us.

## 8G YOUR RIGHT TO CANCEL

**1.** Conditions and rights regarding cancellation in the state where You purchased this Contract may be different from the conditions and rights set forth in this subsection. If so, a Special State Disclosure will appear in **SPECIAL STATE DISCLOSURES** for the state in which this Contract was sold and will amend this subsection.

**2.** If You cancel this Contract within sixty (60) days of the date of purchase, and no claim has been made, We will pay a full refund of the Contract purchase price.

**3.** If You cancel this Contract after it has been in force for more than sixty (60) days, or if a claim has been authorized, We will pay a prorated refund of the Contract purchase price based on the greater of the number of elapsed months or miles, less the value of any claims paid or authorized, less an administrative fee of seventy five dollars ($75.00).

**4.** Any refund due will be forwarded to the lienholder, if applicable. If there is no lienholder, the refund will be forwarded to Your last known address.

**5.** For questions regarding cancellation or to initiate a cancellation request, please contact the Dealer.

## 8H OUR RIGHT TO CANCEL

**1.** Conditions and rights regarding cancellation in the state where You purchased this Contract may be different from the conditions and rights set forth in this subsection. If so, a Special State Disclosure will appear in **SPECIAL STATE DISCLOSURES** for the state in which this Contract was sold and will amend this subsection.

**2.** We may cancel this Contract at any time if:

**a.** Your Vehicle is totaled or is repossessed;

**b.** Your Vehicle is used in a manner not covered by the Contract, including modifications not recommended by the manufacturer;

**c.** The Contract purchase price is not paid;

**d.** You employed intentional misrepresentation in obtaining the Contract;

**e.** You employed intentional misrepresentation in the submission of a claim;

**f.** Your Vehicle does not have a valid vehicle identification number(s); or

**g.** Your Vehicle's title is branded as salvage, junk, or is rebuilt, totaled, flood damaged or is a manufacturer buyback.

**3.** Notice of cancellation stating the specific reason(s) for cancellation will be sent to You prior to the effective date of cancellation.

**4.** If We cancel this Contract within sixty (60) days of the date of purchase, and no claim has been made, then We will pay a full refund of the Contract purchase price.

**5.** If We cancel this Contract after it has been in force for more than sixty (60) days, or if a claim has been made prior to the effective date of cancellation, then We will pay a prorated refund of the Contract purchase price based on the greater of the number of elapsed days or miles, less the value of any claims paid, less an administrative fee of seventy five dollars ($75.00).

**6.** Any refund due will be forwarded to the lienholder, if applicable. If there is no lienholder, the refund will be forwarded to Your last known address.

**7.** For questions regarding cancellation or to initiate a cancellation request, please contact the Dealer.