Service Agreement

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

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

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

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

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

SCOPE OF AGREEMENT

(This is a limited agreement.)

What's Covered: Includes all items covered under the manufacturer's original coverage except for those items listed under "Items not covered".

24-Hour Roadside Assistance: Towing, flat tire changing, fuel and fluid delivery, lock-out service, "jump" starting, and Safe and Secure Package.

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

Items Not Covered: Any normal maintenance item including tires, wheels, struts, shocks, brake shoes or pads, rotors or drums, belts, hoses, filters, fluids, lubricants, clutch, pressure plate or clutch release bearing and tune-up items. Exhaust or emission parts, sound reproduction components, lighting, wiring harness, telephone, clock, television and navigation equipment. Any body parts, interior parts, trim, glass, paint, air bag system and keyless entry/anti-theft.

Additional Coverages & Options

- 4X4/All Wheel Drive
- Turbo/Super Charger
- Surcharged Vehicle
- Diesel
- Total Loss Refund
- Lifted Vehicle

Additional Coverage & Option Charges must be received with Agreement for coverage to apply.

I have read, understood and received a copy of this Service Agreement, and I accept all terms and conditions, including the plan, term, price and Arbitration Clause herein. Please see page 2 for important information.

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

**LIMITS OF LIABILITY**

The total of all repairs paid or payable shall not exceed the NADA loan value or vehicle purchase price, whichever is less at time of repair(s).

**THIS AGREEMENT DOES NOT COVER EXCLUSIONS:**

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

**HOW TO CLAIM**

Simply contact or have a representative of the repair facility contact the Administrator before ANY work is performed by calling the Claims Department at 800-808-0828. The following information will be required before authorization for repairs:

(1) AGREEMENT NUMBER
(2) AGREEMENT HOLDER'S NAME
(3) CURRENT MILEAGE
(4) MECHANICAL COMPLAINT
(5) ITEMIZED ESTIMATE

For Emergency Road Service CALL 888-207-0166 (Toll Free). See Emergency Road Service Information Attachment (Page 3 of Service Agreement).

**IMPORTANT:** You will be required under this Service Agreement to authorize the repair facility to disassemble the component(s) for inspection before repair or replacement. You will be required to pay the cost of disassembling if the Mechanical Breakdown is not covered by this Service Agreement.

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

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

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

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

**CANCELLATION**

Upon request of the Administrator, this Agreement will be cancelled by submitting a written request to the Administrator. Any return of the Agreement and associated fee must be received at the address below within sixty (60) days of the request:

ROUTE 66 EXTENDED WARRANTY
P.O. BOX 1075
MOUNTAIN HOME, AR 72654-1075

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

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

**TRANSFER PROCEDURE**

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

**THIS IS A LIMITED AGREEMENT**

This agreement does not provide any insurance policy. However, we have an insurance policy in effect with American Bankers Insurance Company of Florida, 11222 Quail Roost Dr., Miami, Florida 33157. If Administrator fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, you are entitled to make a direct claim against the Insurer. Please call 800-283-0785 for instructions.

**IMPORTANT NOTICE**

You are reminded that this contract is not an insurance policy. However, we have an insurance policy in effect with American Bankers Insurance Company of Florida, 11222 Quail Roost Dr., Miami, Florida 33157. If Administrator fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, you are entitled to make a direct claim against the Insurer. Please call 800-283-0785 for instructions.
If Repair Authorization is needed (See “How To Claim” on Page 2) you must call:

800-808-0828

If Emergency Road Services are needed you must call:

24 hours a day 888-207-0166 365 days a year

This is your Emergency Road Service Information

Important Telephone Numbers

(1) Agreement Number (Located at the upper right corner of your Service Agreement)
(2) Your Name
(3) Description of Your Vehicle
(4) The Nature of Your Difficulty
(5) Your Exact Location
(6) Your Vehicle’s Exact Current Mileage

The exact mileage must be provided in all cases prior to service being rendered.

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

Service up to $50 will be provided for each incident.

Any charges above $50 will be the responsibility of the Agreement Holder.

ERS Covered Services:

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

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

Flat Tires
Flat Tires will be replaced with your inflated spare tire.

Jump Starting
If Jump Starting is feasible, your vehicle’s battery will be charged.

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

Fluid Delivery
Gasoline, oil, coolant and transmission fluid will be added to your vehicle, if it is determined that additions of the fluids will allow safe operation of your vehicle. Total service call is not to exceed a combined $50 limit.

Lock-Out
If you are locked out of your vehicle, a qualified person will be dispatched to unlock your vehicle.

Safe and Secure Package
In the event of prohibited vehicle repairs, at your request, you will receive assistance in arranging for a rental car, hotel room, changing travel reservations, locating the nearest ATM machine, contacting friends/family, or assisting with any related circumstances, if possible. The Agreement Holder is responsible for the cost of the service(s) arranged.

Towing
If necessary, your vehicle will be towed to the Nearest Repair Facility. Upon arrival, instruct the mechanic to call the Claims Department at 800-808-0828 before any work is performed.

Our Claims Department will handle the claim under the terms of the Service Agreement.

Important Notice:

This coverage does not include the cost of parts or labor (except as indicated within the scope and terms of the Agreement). This coverage also does not include the repair of a flat tire, or for the return of a repaired tire to the disabled vehicle. This coverage excludes road service or towing for any vehicle in a qualified repair facility, an off-road area (defined as any area off a paved, hard-packed or graded dirt driveway, parking lot or public road) or a second tow for the same incident. No coverage is available for, or on, any unattended, unlicensed, impounded or abandoned vehicle. This coverage is not intended to be used in lieu of routine maintenance or needed repairs on your vehicle. Non-emergency towing and/or non-emergency service is not covered by this Agreement. The labor cost of installing, repairing, removing, or testing of the covered vehicle(s), equipment or parts or mounting or removing of chains or snow tires, or the shoveling of sand or snow is excluded. This is NOT A REIMBURSEMENT PROGRAM. COVERED SERVICES AND THE ASSOCIATED COST OF COVERED SERVICES CAN ONLY BE PROVIDED BY CALLING EMERGENCY ROAD SERVICE AT 888-207-0166.

State Disclosures

This is NOT an Insurance Policy.

However, we have an insurance policy in effect with American Bankers Insurance Company of Florida, 305-253-2244.

In all states the purchase of a Service Agreement is not necessary in order to finance or purchase a vehicle.

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

Alabama
[Cancellation Procedure] If the Agreement Holder cancels the agreement within ten (10) days from date of purchase, and no claim has been made, the Agreement Holder will receive a full refund. If the Agreement is cancelled within thirty (30) days from the date of purchase, you will receive a full refund less a $25 cancellation fee provided you have not entered a claim. After thirty (30) days or if a claim has been filed, the refund will be calculated based on purchase price and on the greater of the time in force or miles driven compared to the total time or mileage on your Term, less a $25 cancellation fee.

Georgia
[This Agreement Does Not Cover (Exclusions)]

Exclusion 2: Sludge is not excluded. Exclusion 4 is amended to read: Any vehicle, while owned by You, which the odometer has been broken, disconnected, altered, or correct mileage cannot be readily determined. Exclusion 5 is amended to read: Any repairs to your vehicle, while owned by You, if used for racing, off-road use, rental, hire to the public, delivery, commercial or emergency purposes. Exclusion 6 is amended to read: Any parts not listed in Paragraph 1 (does not apply to Easy Street) or preexisting damage to any parts listed by you listed in Paragraph 1, non-covered parts causing damage to covered parts or any loss occurring prior to expiration of manufacturer’s warranty, recall, or repair guarantee. Exclusion 8 is amended to read: Repairs as a result of alterations, made by You or with your knowledge, not recommended by the manufacturer or the failure to perform recommended maintenance by the manufacturer. Exclusion 13 is amended to read: This agreement does not provide coverage for preventative maintenance or pre-existing conditions known to you.

[Cancellation Procedure] Cancellation fee does not apply. No claims paid or incurred shall be deducted from your refund owed. Administrator may only cancel the contract for fraud, misrepresentation or non-payment. If the Administrator cancels this agreement for non-payment, we will mail written notice of cancellation to you at least ten (10) days prior to the effective date. Cancellation must be in writing and shall comply with O.C.G.A. §33-24-44 (not less than 30 days from the date of mailing). Any refund will be calculated on a pro rata basis. The refund will be calculated on the greater of the time in force or miles driven compared to the total time or mileage of your Term. [ Arbitration] The arbitration clause is deleted in its entirety.

Illinois
[Cancellation Procedure] If the Agreement is cancelled within thirty (30) days from the date of purchase, you will receive a full refund.

( Illinois Cont.) a cancellation fee of the lesser of 10% of the contract price or $50, provided you have not entered a claim. After thirty (30) days or if a claim has been filed, the refund will be calculated based on the purchase price and on the greater of the time in force or miles driven compared to the total time or mileage of your Term, less a cancellation fee of the lesser of 10% of the contract price or $50 and any claims paid or pending.

Iowa
For the purposes of Iowa law, the Service Company will be known as Auto Services Company, Inc. The Service Company is obligated to perform, or arrange for the performance of, services pursuant to the service contract. [Cancellation Procedure] The contract holder has the right to cancel this Agreement within at least twenty (20) days of the date of mailing the service contract to the service contract holder or within at least ten (10) days after delivery of the service contract. If a claim has been filed, the refund will be calculated based on the purchase price and on the greater of the time in force or miles driven compared to the total time or mileage of your Term, less a cancellation fee of the lesser of 10% of the contract price or $50 and any claims paid or pending.

Louisiana
All obligations under this contract are insured by American Bankers Insurance Company of Florida. [Cancellation Procedure] In compliance with LDI Regulation 64, claims paid will not be deducted when calculating return of premium on cancellations. [Emergency Road Service] Pursuant to LRS 22:1757A, this service agreement covers the cost of towing due to mechanical failure only. No coverage is provided for lock-out, fluid delivery, flat tires, jump starting, or minor adjustments. Safe and Secure Package is not available in Louisiana.

Michigan
If the performance of this Service Agreement is interrupted because of a strike or work stoppage at our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.
MINNESOTA The coverage listed below is provided to you by the dealer at no charge as required by Minnesota Statute 325F.662, subd.2. The term of the Agreement is ninety (90) days or 4,000 miles, whichever occurs first. If the vehicle you have purchased has been used vehicle has less than 36,000 miles at the time of sale, the warranty provides coverage for sixty (60) days or 2,500 miles, whichever occurs first; if the vehicle has been used vehicle has less than 80,000 miles at the time of sale, the warranty provides coverage for thirty (30) days or 1,000 miles, whichever occurs first. The裸价 purchase price of the service contract shall exclude coverage currently in force under any express warranty providing the same coverage for such vehicle as outlined above. The [READ ME FIRST] section, the paragraph is added as follows: (1) If you have elected to purchase this Contract, which may provide you with additional rights under a manufacturer’s or wholesale company warranty or service contract, you further agree that you have the right to return or void this Agreement. You may return the Agreement within twelve (12) months or within ten (10) days after the cancellation date, whichever is less. If no claim has been filed, the Agreement shall be void and WE will refund the entire Agreement Purchase Price within forty-five (45) days. A ten percent (10%) penalty per month will be added to the refund if the request is not made within thirty (30) days of the return date.

MISSISSIPPI If Emergency repairs are needed outside of normal business hours, please proceed with the repair and contact our Administrator at 1-800-264-5090 the following business day for reimbursement instructions. If emergency repairs are needed outside of normal business hours, please proceed with repairs until contacted by you in the event that your vehicle is declared a total loss by your insurance company. A ten percent (10%) penalty per month will be added to the refund if the request is not made within thirty (30) days of the return date.

MISSOURI [CANCELLATION PROCEDURE] The contract holder has the right to return this service contract within at least twenty (20) business days of the date of mailing of the service contract or within at least ten (10) days if the contract is delivered at the time of sale, whichever occurs first. If no claim has been made under the contract, the contract is void and the proceeds shall return the contract holder the full purchase price of the service contract if the holder has not made any payment for the service contract. If a cancellation is requested within fifteen (15) days after the effective date of the contract, the contract holder may request a refund or credit from the service contract provider. The refund or credit shall be calculated as follows: (1) If the Agreement was delivered to you at the time of sale, the refund shall be the unearned portion of the purchase price less a ten percent (10%) penalty per month that shall be added to the refund if the request is not made within thirty (30) days of the return date.

NEBRASKA Under the TERMS OF AGREEMENT section, the following is added: (1) An act or omission by the holder; or (2) A violation by the holder of any condition or warranty of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the service contract was delivered to you at the time of sale. If the Agreement was delivered to you at the time of sale, the refund shall be the unearned portion of the purchase price less a ten percent (10%) penalty per month that shall be added to the refund if the request is not made within thirty (30) days of the return date.