Contract Quick Reference Guide

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SAMPLE

Call 720-531-9163 or 800-821-5509

DECLARATIONS PAGE

Claims Administrator:
American Auto Shield, Ltd
14033 Denver West Pkwy Suite 200, Lakewood, CO 80401

Contract #: $$SAMPLE

CONTRACT HOLDER (YOU & YOUR)

[Customer Name]
[Mail Address]
[Mail City], [MAIL STATE] [Mail Zip]

VEHICLE INFORMATION

Year: [YEAR] **Make:** [MAKE] **Model:** [MODEL]
VIN: [VEHICLE VIN] **Odometer Reading:** [ODOM]

SELLER

CARCHEX
118 Shawan Road Suite 210
Cockeysville, MD 21030
800-442-1432

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OBLIGOR (WE, US, OUR)

American Auto Shield, Ltd
14033 Denver West Pkwy Suite 200, Lakewood, CO 80401 • 720-531-9163 or 800-821-5509

PLAN INFORMATION

Coverage Plan: [PLAN NAME]
Contract Effective Date: [mm/dd/yyyy]
Initial Expiration Date: [mm/dd/yyyy] *Renews in Monthly increments
Waiting Period: **YOUR BREAKDOWN COVERAGE begins after either of the following days & mileage combinations have been met: days AND miles; OR 40 days AND 250 miles from the Contract Effective Date.**
Roadside Protection: **No Waiting Period**
Deductible Amount: $[___.__] EXCEPT for Engine Replacement and Transmission Replacement or Rebuild $[___.__]

PLAN INFORMATION (continued)

Monthly Contract Price:	**$0.00**
+ Sales Tax:	**$0.00**
= Total Monthly Price:	**$0.00**

Cancel Fee: $75

Coverage Endorsements (Included)

☑ Roadside Protection
☑ Trip Interruption
☑ Breakdown Coverage
☑ Rental/Alternative Transportation

Collateral Surcharges

☑ Branded Title
☑ Lift Kit (Up To 6")
☑ Diesel
☑ Turbocharger
☑ 4 Wheel Drive
☑ Emissions Package
☑ Luxury Electronics Package (LEP)

Use Surcharges

☑ Commercial ☑ Agricultral ☑ Rideshare ☑ Delivery

SAMPLE

Maximum Labor Rate:
Hourly labor rates for COVERED BREAKDOWNS will be authorized up to the REPAIR FACILITY'S posted labor rate.

Rental/Alternative Transportation: **(See Rental/Alternative Transportation Coverage Endorsement)**
Rental subject to vehicle similar to YOURS and limited to $60.00 per day
Rideshare limited to $60.00 per day
Maximum Days Limit A: 14 days (Transmission and Engine Replacement ONLY).
Maximum Days Limit B: 7 days.
Roadside Protection: **(See Roadside Protection Endorsement)**
Roadside Benefits Provided by: Roadside Protect, Inc. **866-222-7869**
Roadside Benefits Maximum: $125.00 per occurrence with an aggregate limit of per contract term.

LIMIT OF LIABILITY

The aggregate limit of liability, for each one-month contract term of all claims and benefits, shall never exceed [DEFINED AMOUNT] dollars ($0.00).

This TITANIUM COVERAGE CONTRACT encompasses the Repair or Replacement of ALL Components & Parts of YOUR VEHICLE Except for the Items Listed in Breakdown Coverage Endorsement of this CONTRACT.

BELOW IS JUST A "SMALL SAMPLE" OF SOME OF THE PARTS THAT ARE COVERED BY THIS CONTRACT.

ENGINE (Gas or Diesel): All internally lubricated parts within the Engine including: engine mounts and cushions; engine torque strut; timing belt, timing gears, guides, chain, tensioners and retainers; eccentric shaft; harmonic balancer; rear main seal housing; flywheel (flexplate) and flywheel ring gear; all pulleys; intake and exhaust manifolds; cylinder head intake and exhaust valves, valve springs, valve guides, valve seats; and oil pump. The engine block; engine heads; cylinder barrels; timing cover; valve cover(s); oil pan are covered ONLY if damage is caused by a BREAKDOWN of any internally lubricated part within the Engine.

TRANSMISSION (Automatic or Standard): All internally lubricated parts within the Transmission, including the torque converter; transmission mounts and internal linkage; and control modules and solenoids. The transmission case and torque converter case covered ONLY if damage is caused by a BREAKDOWN of any internally lubricated part within the Transmission.

COOLING SYSTEM: Radiator, water pump and housings.

TRANSFER UNIT (4X4): All internally lubricated parts within the Transfer Case, including control modules. The Transfer Case is covered ONLY if damage is caused by a FAILURE of any internally lubricated part within the Transfer Unit.

DRIVE AXLE: All internally lubricated parts within the Drive Axle housings, including the axle shafts and constant velocity joints; universal joints; flexible joints; drive shafts; locking hubs; locking rings; supporters, and retainers and bearings. The differential housing, transaxle housing and final drive housing are covered ONLY if damage is caused by a BREAKDOWN of any internally lubricated part within the Drive Axle.

ELECTRICAL: Alternator; combination turn signal switch; control modules; cruise control transducer, engagement switch and servo; distributor; gauges; horns; starter motor; front and rear wiper motors, electric seat motors, electric window motors, power antenna motors, and power door lock actuator; washer pumps; relays; starter and starter solenoid manually operated switches; voltage regulator; window regulators; and wiring harnesses for listed covered components.

STEERING: All internally lubricated parts within the Steering Gear housing including; power steering pump; main and intermediate shafts; couplings; pitman arm; idler arm; rack and pinion; and tie rod ends and drag/center link. The steering gear housing is covered ONLY if the damage is caused by the BREAKDOWN of an internally lubricated part.

AIR CONDITIONING: Compressor; condenser; clutch pulley and clutch coils; evaporator core; accumulator; receiver/dryer; orifice; expansion valve; serpentine belt tensioner; temperature control unit; blower motor; and air door actuators/motors.

SUSPENSION: Upper and lower control, radius, thrust and trailing arms; shafts and bushings; upper and lower ball joints; steering knuckles; stabilizer shaft, linkage and bushings; track bar and bushings; kingpin and bushings; spindle and spindle supports; torsion bars, coil and leaf springs; and wheel bearings.

BRAKES: Master cylinder; power assist booster; vacuum assist booster pump; wheel cylinders; combination (proportioning) valves; disc calipers; self-adjusters; and actuators.

ELECTRONIC HIGH-TECH: Pneumatic suspension level control compressor, sensors and limiter valve; electronic coil packs; speed sensors; crankshaft position sensor, camshaft position sensor; instrument cluster; knock sensors; vehicle manufacturer installed anti-theft device; and anti-locking brake ("ABS") pump, pressure control module and pressure control valve.

FUEL DELIVERY: Fuel injectors; fuel pumps; fuel injection pump; fuel tank; pressure regulator.

TURBO-CHARGER: All internally lubricated parts of the vehicle manufacturer installed turbo-charger or supercharger. The housing is covered ONLY if damaged by the failure of a lubricated internal part.

SEALS, SEALING BOOTS and GASKETS: Leaking seals and gaskets are covered on a stand-alone basis for the parts listed above.

AUDIO CENTER: Vehicle manufacturer installed standalone radios, magnetic tape players/recorders, compact disc players, and graphic equalizers. COVERAGE does not include remote compact disc players/changers, regardless of location.

SAMPLE

WHAT TO DO WHEN YOU RECEIVE YOUR CONTRACT

- Read the entirety of this CONTRACT. **Check YOUR CONTRACT for COVERAGE. Not every part of YOUR VEHICLE is covered by this CONTRACT.**
- Verify that the mileage and other information about YOU and YOUR VEHICLE as provided on the DECLARATIONS PAGE is accurate.
- Immediately contact the SELLER listed on the DECLARATIONS PAGE if any information is incorrect.

VEHICLE MAINTENANCE REQUIREMENTS

- YOU must ensure that VEHICLE maintenance services are performed as recommended by YOUR VEHICLE manufacturer.
- Maintain all VEHICLE fluid levels as recommended by YOUR VEHICLE manufacturer.
- Maintain all records of YOUR VEHICLE maintenance as WE may require copies to determine COVERAGE under this CONTRACT.
- Maintenance records must include date of service, mileage, supplies, and the VEHICLE VIN number.
- If YOU perform YOUR own maintenance, YOU must create and maintain a log of dates, mileage, supplies, and a description of each service performed. Receipts for YOUR supplies are required.
- **If YOU cannot provide maintenance records, logs, and/or receipts, WE may deny COVERAGE for a BREAKDOWN.**

WHAT TO DO IN THE EVENT OF A BREAKDOWN

- **Take immediate action to prevent further damage to YOUR VEHICLE. This CONTRACT will not cover repairs for damage caused by continued operation after a BREAKDOWN has occurred.**
- YOU may have YOUR VEHICLE towed by calling **866-222-7869** for towing services provided in the Roadside Protection Coverage Endorsement.
- If YOU need assistance finding a REPAIR FACILITY, please call 720-531-9163 or 800-821-5509 and OUR Concierge representatives will assist YOU in finding a REPAIR FACILITY.
- Deliver the VEHICLE to a REPAIR FACILITY.
- Please see the Roadside Protection Coverage Endorsement for information about roadside services.

SAMPLE

HOW TO FILE A CLAIM

1. **STARTING A CLAIM:** Present this CONTRACT to the REPAIR FACILITY and call US at 720-531-9163 or 800-821-5509 to report YOUR VEHICLE BREAKDOWN, or YOU may file a claim online at **www.aasclaims.com**. During the claims process, WE may contact YOU by phone, email, or text message. To preserve COVERAGE eligibility, **WE must authorize repairs before any service is performed. Any repairs that are not authorized by US are YOUR responsibility.**
2. **ESTIMATE:** Ask the REPAIR FACILITY to provide US with a written estimate of repairs. To expediate processing, the estimate must include: CONTRACT HOLDER name; CONTRACT number; full VEHICLE identification number (VIN); BREAKDOWN date; mileage at time of BREAKDOWN; diagnosis of BREAKDOWN; an itemized list of repairs needed including parts cost, labor hours, labor rate, and sales tax rate.
3. **PROVIDE MAINTENANCE RECORDS:** Provide VEHICLE maintenance records if requested by US. Maintenance records may be required in the event of a claim to determine coverage eligibility.
4. **CONFIRMATION OF COVERAGE:** WE will confirm the COVERAGE and the covered repair costs with the REPAIR FACILITY according to the terms of YOUR CONTRACT. WE will issue a claim number for reference during the claims process. If there is a dispute between US and the REPAIR FACILITY, WE reserve the right, after consulting with YOU, to move YOUR VEHICLE to a different REPAIR FACILITY.
5. **TEARDOWN:** WE may require a TEARDOWN to determine the primary cause of the BREAKDOWN and if it is a COVERED BREAKDOWN. If WE require a TEARDOWN, it will be at OUR expense. YOU will be required to give TEARDOWN authorization to the REPAIR FACILITY before any TEARDOWN is performed.
6. **REPLACEMENT PARTS:** WE may authorize the REPAIR FACILITY to repair or replace COVERED PARTS with new, **re-manufactured, or used parts of like kind and quality** based on the age and mileage of YOUR VEHICLE at the time of repair. WE may choose to have parts shipped to the REPAIR FACILITY. If the REPAIR FACILITY does not accept shipped parts, WE may choose to authorize the value of the shipped parts as a credit toward the REPAIR FACILITY's parts. If YOU decide to use the REPAIR FACILITY parts, the authorized amount will be credited towards the cost of the repair; any additional amounts will be YOUR responsibility. REPAIR FACILITY parts must come with a part warranty issued by either the manufacturer or the REPAIR FACILITY with minimum part warranty period of the lesser of twelve (12) months or 12,000 miles.
7. **INSPECTION:** WE may require a third-party inspection of the VEHICLE to confirm the primary cause of the BREAKDOWN. If WE require an inspection, it will be at OUR expense.
8. **LABOR COSTS:** Hourly labor rates for COVERED BREAKDOWNS will be authorized up to the REPAIR FACILITY'S posted labor rate. Authorized labor hours needed to perform repairs will be determined by US using a nationally recognized labor guide. Any labor costs that exceed these authorized amounts will be YOUR responsibility.
9. **DEDUCTIBLE:** YOU will pay the DEDUCTIBLE amount listed on the DECLARATIONS PAGE to the REPAIR FACILITY.

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CALL 720-531-9163 or 800-821-5509

10. **UNAUTHORIZED REPAIRS:** Any repairs not authorized by US, repairs not covered by this CONTRACT, and amounts above the limits of liability will be YOUR responsibility.
11. **PAYMENT:** WE may pay the authorized costs to the REPAIR FACILITY directly and WE, with the REPAIR FACILITY'S approval, will decide the form of payment. Alternatively, if the REPAIR FACILITY is unable to accept payment directly from US, WE may reimburse YOU for authorized repairs and services paid directly by YOU.
12. **TAX:** Payment for taxes related to parts and/or labor shall be determined by the tax code(s) where the repairs are performed.
13. **EMERGENCY REPAIRS:** If YOU have an emergency BREAKDOWN that occurs outside of OUR business hours that prevents YOU from safely operating YOUR VEHICLE and YOU are unable to reach US to obtain prior authorization before repairs are fully completed, WE will provide reimbursement for covered components without prior authorization up to five hundred ($500.00) dollars per occurrence. YOU may submit a reimbursement request within five (5) business days through www.aasclaims.com or by calling the number at the bottom of the page.

DEFINITIONS

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

1. **ADMINISTRATOR, WE, US, OUR:** the party that administers this CONTRACT. The ADMINISTRATOR'S contact information is provided on the DECLARATIONS PAGE of this CONTRACT. This is who YOU contact for all BREAKDOWNS, CONTRACT cancellation requests and any other questions regarding YOUR CONTRACT.
2. **BRANDED TITLE:** a VEHICLE title, registration or permit document marked with a permanent designation indicating an altered condition or unknown status of the VEHICLE. This includes, but is not limited to: damaged, dismantled, gray market, colored titles, salvaged, scrapped, water damage, totaled titles.
3. **BREAKDOWN:** the inability of a COVERED PART to operate as it was designed to work in normal service. VEHICLE manufacturers have established tolerances for defining mechanical BREAKDOWNS and serviceability. When a COVERED PART exceeds these manufacturer's tolerances, a BREAKDOWN will be considered to have occurred.
4. **COMMERCIAL VEHICLE:** any VEHICLE that is used full or part-time for business purposes to generate financial income, regardless of the vehicle's registration.
5. **CONTRACT:** this VEHICLE service CONTRACT that provides the COVERAGE that YOU have purchased from the SELLER, includes the DECLARATIONS PAGE, General Contract Information and Endorsements.
6. **CONTRACT HOLDER, YOU, YOUR:** the CONTRACT purchaser named as the CONTRACT HOLDER on the DECLARATIONS PAGE.
7. **CONTRACT PERIOD:** The CONTRACT begins on the CONTRACT Effective Date as indicated on the DECLARATIONS PAGE and will continue until the expiration date as shown on the DECLARATIONS PAGE. Please refer to the Contract Period and Coverage Eligibility Period for details. This CONTRACT is not guaranteed to be renewable.
8. **COVERAGE:** the COVERAGE YOU have purchased as provided by the CONTRACT.
9. **COVERED BREAKDOWN:** a BREAKDOWN that results in an authorized payment by US to YOU or on YOUR behalf. Please refer to the exclusions outlined in this CONTRACT for the conditions under which the BREAKDOWN of a COVERED PART is not considered a COVERED BREAKDOWN.
10. **COVERED PART:** any part of the VEHICLE that is specified as covered in the Coverage Endorsements and authorized by US for repair or replacement.
11. **DECLARATIONS PAGE:** the page of this CONTRACT titled DECLARATIONS PAGE, that provides key information specific to YOUR CONTRACT.
12. **DEDUCTIBLE:** a portion of the COVERED BREAKDOWN YOU are required to pay per covered claim as listed on the DECLARATIONS PAGE of this CONTRACT.
13. **INITIAL TERM:** Means the first month after the original CONTRACT effective date.
14. **MANUFACTURER BASE WARRANTY:** the warranty provided by the VEHICLE manufacturer when the VEHICLE is new and provides exclusionary coverage for a limited time/mileage period. Each manufacturer's warranty and time period are different and does not include the additional Powertrain, Emission or Maintenance warranties that often extend beyond the original term.
15. **OBLIGOR or SERVICE CONTRACT PROVIDER:** the party listed on the DECLARATIONS PAGE as the OBLIGOR that is responsible for meeting the obligations provided to perform under this CONTRACT.
16. **RENEWAL TERM:** Means each succeeding month for which payment has been received after the INITIAL TERM. Each RENEWAL CONTRACT shall have a Series Number one digit higher than the Series Number of the previous One Month CONTRACT.
17. **REPAIR FACILITY:** any licensed automotive REPAIR FACILITY chosen by YOU and is authorized by US that is capable of performing repair services to a COVERED PART.
18. **SELLER:** the company from whom YOU purchased this CONTRACT. SELLER information is provided on the DECLARATIONS PAGE.
19. **TEARDOWN:** the disassembly of a failed part required to determine the cause of failure. This includes RDI (Remove Dissemble and Inspect).
20. **VEHICLE:** the VEHICLE described on the DECLARATIONS PAGE.
21. **WAITING PERIOD:** the amount of time AND miles the VEHICLE must be driven after the CONTRACT effective date before BREAKDOWN COVERAGE begins, as specified on the DECLARATIONS PAGE.

SAMPLE

GENERAL EXCLUSIONS

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CALL 720-531-9163 or 800-821-5509

The following items and conditions are <u>not covered</u> by this CONTRACT:

1. Repair or replacement of any part(s) that is not covered in the applicable Coverage Endorsement at time of BREAKDOWN.
2. Repairs performed without prior authorization from the ADMINISTRATOR, except for emergency repairs as provided in the "How To File a Claim" section, item 12.
3. Pre-existing conditions: BREAKDOWNS that occurred prior to the CONTRACT purchase date or during the WAITING PERIOD.
4. BREAKDOWNS reported after the cancellation effective date or expiration date of the CONTRACT.
5. Maintenance items:
    a. Replacement of maintenance parts or services regardless of when they occur during the CONTRACT, including but not limited to:
        i. Brake Pads, Shoes, Rotors and Drums;
        ii. Shocks and Struts;
        iii. Rubber Hoses;
        iv. Serpentine Belts;
        v. Wiper Blades;
        vi. Headlamp Bulbs;
        vii. Oil Changes;
        viii. Air Filter;
        ix. Timing Belts;
        x. Tune-Ups;
        xi. Lithium-ion or Hybrid Batteries.
    b. Lubricants, coolants, and fluids unless replacement is required in connection with a COVERED BREAKDOWN.
6. Any repair if verifiable receipts, as outlined in Vehicle Maintenance Requirements, are not provided if requested by US.
7. BREAKDOWNS caused by a lack of maintenance required by the VEHICLE manufacturer.
8. BREAKDOWNS due to gradual loss of performance and resulting from normal operation and use (due to VEHICLE mileage and/or age) unless worn beyond manufacture tolerance, including, but not limited to: valve guides, valves, piston rings, transmission clutch pack discs and bands.
9. Any adjustments, repositioning, refitting, realigning, programming and/or cleaning, unless required as a result of a COVERED BREAKDOWN.
10. Repairs resulting from improper or incomplete prior repairs or diagnosis.
11. Failures to the Air Bags, Seat Belts, or Supplemental Restraint Systems.
12. If the odometer is inaccurate, has ever been inoperable, or has been altered such that the true mileage of the VEHICLE cannot be determined.
13. The cost of the DEDUCTIBLE YOU are required to pay per covered claim as listed on the DECLARATIONS PAGE of this CONTRACT.
14. The cost of diagnosis, disassembly or assembly of a VEHICLE BREAKDOWN not covered by this CONTRACT.
15. If the VEHICLE has been used during or prior to the purchase of this CONTRACT by YOU for any of the following: any commercial uses, fleet vehicles (a group of vehicles owned by a business, non-profit, government organization, or individual used for commercial purposes), delivery services, mail delivery, taxi or rideshare services, police usage or other governmental purposes, agricultural use, any type of rental to a third party and towing in excess of the VEHICLE'S payload capacity. This exclusion may be modified if any of the following Vehicle Use Surcharges have been added: Commercial, Agricultural or Ride Share.
16. If the VEHICLE has been used for racing, racetrack driving, or off-road driving, during or prior to the purchase of this CONTRACT, whether known to YOU or not.
17. BREAKDOWNS resulting from engine sludge, carbon, pre-ignition, detonation, varnish, corrosion, foreign objects, dirt, dust, liquid, cracked rubber and/or neoprene parts, dry-rot, road chemicals, lack of proper fluids or use of additives or fuel grades not recommended by the manufacturer.
18. BREAKDOWNS caused by external causes and acts of nature including, but not limited to: collision, road hazards, vandalism, theft, fire, earthquake, tornado, flood, hurricane, lightning, rust, freezing, explosion, smoke, riot, act of war, act of terrorism, any type of animal or insect.
19. If YOUR VEHICLE is modified in any way that increases the likelihood of a BREAKDOWN whether the VEHICLE was purchased with such modification or not, including but not limited to:
    a. Additions: headers, altered ignition switch, altered engine management systems, engine tuners, ECM programming, performance programmers/tuners, free flow exhaust, straight pipe exhaust, aftermarket sunroofs, snowplows, dump beds or flatbeds.
    b. Modifications or removal of any of the following components or systems including but not limited to: Emissions, Catalytic Converter, Diesel Particulate Filter (DPF), Turbo/Supercharger (if factory equipped) including modifications to the Blow Off Valve, Pulleys, or Wastegate.
    c. Suspension modifications:
        i. Certain variances are allowed but limited specifically:

SAMPLE

1. VEHICLES where the lift kit or leveling kit does not exceed two (2) inches, or for VEHICLES in which case the factory tire diameter is not above or below two (2) inches from the factory tire.
2. Lifted VEHICLE where a lift kit or leveling kit has been properly installed and the surcharge was paid and listed on the DECLARATIONS PAGE. VEHICLES where a lift kit has been installed to raise the VEHICLE up to 6 inches and/or tires up to 37 inches in diameter. Lift kits that raise the VEHICLE more than 6 inches or tires that exceed 37 inches in diameter are excluded.
3. Lowered VEHICLES where the lowering kit has been properly installed and the surcharge was paid and listed on the DECLARATIONS PAGE. Lowered VEHICLES including coilovers, drop kits, lowering blocks, lowering springs are allowed. Cut springs are excluded.

ii. Tire Size: A variance of +/- 10%, greater or smaller, than the factory recommended tire size is not considered a modification that would exclude a BREAKDOWN from COVERAGE. Any VEHICLE with Four Wheel Drive (4WD), or All Wheel Drive (AWD) requires that all of the tires on the VEHICLE be of the same size and within this allowed variance.

20. Seepage resulting from normal expansion and/or contraction of seals and gaskets due to age/ miles.
21. Negligence:
    a. Continuing to operate YOUR VEHICLE and not protecting YOUR VEHICLE from further damage after a BREAKDOWN may result is no COVERAGE for any additional damage.
    b. BREAKDOWNS caused by misuse, abuse, negligence, incorrect computer programming, contamination of coolant, fuel, fluids or lubricants.
22. Betterment:
    a. Any cost related to updating, bettering, or retrofitting components or systems of YOUR VEHICLE for any reason including but not limited to product changes, lack of product availability or government regulations.
    b. Any part that has not broken or failed, even if a repair facility has recommended repair or replacement.
23. Extra shop charges including but not limited to: shop supplies, storage fees, freight charges, and labor hours that cannot be verified using a nationally recognized labor guide.
24. If the VEHICLE listed on the DECLARATIONS PAGE is not included in the ADMINISTRATOR'S Rate and Class Guide, including but not limited to: motorhomes, motorcycles, recreational vehicles and exotic vehicles. If a CONTRACT has been mistakenly sold to YOU on a VEHICLE not eligible for COVERAGE, a full refund of the amount paid shall be made to YOU.
25. Manufacturer responsibility:
    a. BREAKDOWNS as a result of a defect, product improvement or change that the VEHICLE manufacturer has announced as its responsibility by a public recall, technical service bulletin and/or special policy for the purpose of correcting such defect or product shortcoming.
    b. If a BREAKDOWN is covered by a manufacturer's warranty, repairer's guarantee, or any other service contract, or insurance policy of any type, such coverage(s) shall be primary and COVERAGE under this CONTRACT shall be secondary.
    c. BREAKDOWN of any component or repair stated as covered by the manufacturer's full original warranty for the term and mileage of such coverage to the original owner, whether collectable or not, or such coverage that was transferable to the subsequent owner(s) if the transfer was not completed by the subsequent owner(s).
    d. If the manufacturer's new VEHICLE warranty has been determined null and void by the manufacturer, regardless of the reason.
26. COVERED PART(S) that are damaged by a non-covered part.
27. Parts not listed for COVERAGE that are damaged by a COVERED PART.
28. BREAKDOWNS related to coverage or equipment and/ or use for which a surcharge is applicable. Applicable equipment surcharges include BRANDED TITLE, Lift Kits, Diesel, Turbocharger and 4 Wheel Drive. VEHICLES are ineligible until endorsement is paid and shown on YOUR DECLARATIONS PAGE.
29. Repairs if YOUR VEHICLE:
    a. Is a non-US or Canadian model as identified by the VIN;
    b. Has ever had a title indication of BRANDED TITLE, unless surcharge was authorized by ADMINISTRATOR;
    c. Has not been legally registered in accordance with State or other laws within two (2) months, as applicable.
30. Loss of time or inconvenience.
31. Costs associated with damage to property, injury and/or death of any person regardless of how caused even if caused by YOUR VEHICLE, either before or after any repairs to YOUR VEHICLE have been made.
32. **See Coverage Endorsement for details on COVERED PARTS.**

TRANSFER OF YOUR CONTRACT

1. With OUR approval, the CONTRACT HOLDER may transfer this CONTRACT to a new VEHICLE owner. Approval of transfers is at OUR discretion and may be declined for any reason.
2. To transfer the CONTRACT, the CONTRACT HOLDER or new VEHICLE owner must contact US and submit the following information and documentation at time of transfer request:
    a. Proof of the ownership change such as a bill of sale, VEHICLE registration or title;
    b. An administrative processing fee of fifty dollars ($50.00).

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NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CALL 720-531-9163 or 800-821-5509

c. A completed transfer application available from US; this form is available at **aas.support/transferapplication** or may be requested from US;
d. The odometer reading at time of ownership transfer;
e. Copies of receipts demonstrating that the last scheduled maintenance requirements have been performed as described in the VEHICLE MAINTENANCE REQUIREMENTS section.

3. This CONTRACT may not be transferred to another VEHICLE. It may only be transferred to a private owner of the same VEHICLE.
4. The transfer must be requested within thirty (30) days and completed within forty-five (45) days after the date of transfer of VEHICLE ownership.
5. YOU may not transfer this CONTRACT to a vehicle dealer or to the customer of a vehicle dealer.
6. All remaining underlying warranties must be transferred to the new owner.

GENERAL PROVISIONS

See the Individual State Variance Requirements Endorsement, if applicable, for state specific modifications to YOUR CONTRACT. Terms in a State Endorsement supersede any conflicting terms of this CONTRACT.

YOU are not required to purchase this CONTRACT in order to purchase or obtain financing of the VEHICLE.

This CONTRACT is not an insurance policy or warranty.

This CONTRACT applies only to a BREAKDOWN occurring within the continental United States, Alaska, Hawaii, Virgin Islands and Canada.

This CONTRACT is optionally renewable on a monthly basis, making a payment to renew YOUR CONTRACT constitutes consent to the most up to date contract terms and conditions.

YOU agree to receive certain communications from US electronically in connection with this CONTRACT. Such communications include by way of email, text message, delivering notifications through our mobile applications or through other electronic means. YOU agree that all agreements, notices, disclosures, change in terms and other communications that WE provide to YOU electronically satisfy any legal requirement that such communications be in writing.

No person has the authority to change this CONTRACT or to waive any of its provisions. This CONTRACT is for the sole benefit of the CONTRACT HOLDER named on the DECLARATIONS PAGE or any authorized user approved by the CONTRACT HOLDER and applies only to the VEHICLE described on the DECLARATIONS PAGE.

Notwithstanding anything to the contrary contained in this CONTRACT, in the event YOU do not accept or cash any refunds or payments related to this CONTRACT within ninety (90) days of OUR payment, that dollar amount will be applied to extend YOUR COVERAGE one (1) month at a time with COVERAGE extending in full month increments even if such dollar amount applied toward an extended month only provides for a portion of the stated monthly payment.

SUBROGATION: YOU agree that WE, after making a claim payment on YOUR behalf, have all rights of subrogation against others who may be responsible for the COVERED BREAKDOWN resulting in such payment. YOU will preserve such rights with appropriate actions or inactions. YOU will do nothing to prejudice such rights, and **YOU will execute and deliver to US information and documents required to secure or maintain such rights.** All amounts, not to exceed the total amount paid by US, that are recovered by YOU, for which WE made a payment under this CONTRACT on YOUR behalf to others or YOU or were previously reimbursed by US, is OUR property and must be forwarded to US within a reasonable time after recovery by YOU.

ASSIGNMENT OF RIGHTS: In addition to the subrogation rights provided above, YOU agree, after WE make any claim payment on YOUR behalf, to assign all rights you may have in any way related to the COVERED BREAKDOWN resulting in such payment. YOU agree that all claims and demands arising from or connected to the COVERED BREAKDOWN are hereby assigned and transferred to US, including but not limited to, class action claims YOU may have against a vehicle manufacturer, unless otherwise prohibited by applicable law. YOU will preserve such rights with appropriate actions or inactions. YOU will do nothing to prejudice such rights, and YOU will execute and deliver to US all information and documents required to secure or maintain such rights.

CLAIM REVIEW ESCALATION

YOUR experience matters to us. If YOU believe YOUR claim was wrongfully denied or not properly resolved, YOU may have YOUR claim further reviewed by completing the online form at **americanautoshield.com/dispute-resolution** within ninety (90) days of the ADMINISTRATOR'S claim decision. WE will review YOUR concerns and attempt to contact YOU as soon as possible but no later than three (3) business days to discuss YOUR claim.

ALTERNATIVE DISPUTE RESOLUTION AND CLASS ACTION WAIVER

Please read this section carefully. It limits certain rights YOU have, including YOUR right to obtain relief or damages through court action, and waives YOUR right to initiate or participate in a class action.

OUR goal is to resolve any disputes YOU have as quickly as possible. If YOU have a dispute, YOU may use the Claim Review Escalation process outlined above.

SAMPLE

If any legal dispute between YOU and either the ADMINISTRATOR, the OBLIGOR, or the SELLER (including any affiliated individual or entity) relating to this CONTRACT (including the sale or performance of this CONTRACT) (a "Dispute") is not resolved by the Claim Review Escalation process, YOU, ADMINISTRATOR, OBLIGOR, and/or SELLER may agree to participate in mediation of the Dispute as described below. If any Dispute is not resolved by the Claim Review Escalation process or mediation, or if the parties forego those options, that dispute shall be resolved solely by arbitration. A "Dispute" shall not include any individual or class action initiated or joined by ADMINISTRATOR, OBLIGOR, or SELLER, including actions in the nature of subrogation, against third parties to recover for amounts paid relating to product recalls.

To begin arbitration, either YOU, WE, or the SELLER must make a written demand for arbitration to the Better Business Bureau ("BBB") located in Denver, Colorado. Any request for mediation prior to arbitration is optional, but any such request that is made shall also be made through the BBB. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Conditionally Binding Arbitration Rules ("Rules") of the BBB in effect when the claim is filed.

All Disputes must be resolved solely through arbitration, but in the event of litigation involving a Dispute, venue shall be proper solely in the courts of Jefferson County, Colorado. YOU, the ADMINISTRATOR, the OBLIGOR, and the SELLER further agree that any such lawsuits brought in any venue other than the courts of Jefferson County, Colorado shall be promptly dismissed by the associated court for improper venue.

YOU agree that YOU shall not initiate or participate in any class arbitration proceedings, class action lawsuits, or any other type of representative or collective proceeding involving a Dispute. YOU further agree to opt out of any such proceeding initiated by another party. The ADMINISTRATOR, the OBLIGOR, and the SELLER do not agree to participate in any class arbitration proceedings, class action lawsuits, or any other type of representative or collective proceeding involving a Dispute. Thus, YOU, WE, and the SELLER agree that any arbitration proceeding or litigation involving a Dispute will only consider claims involving YOU and this CONTRACT. Claims by, or on behalf of, other individuals will not be arbitrated or litigated in any proceeding involving a Dispute, and the arbitrator in a Dispute will have no authority to address claims involving other individuals.

YOU, the ADMINISTRATOR, the OBLIGOR, and the SELLER also specifically agree to waive the right to trial by jury in any lawsuit involving a Dispute, unless prohibited by law.

YOU, the ADMINISTRATOR, the OBLIGOR, and the SELLER understand and agree that the inclusion of provisions regarding venue, class-action waiver, jury waiver, or that otherwise address litigation, do not waive the requirement of mandatory arbitration of all Disputes. YOU, the ADMINISTRATOR, the OBLIGOR, and the SELLER understand and agree that the optional Claim Review Escalation Process, optional mediation, and mandatory arbitration are the only dispute resolution options available to either YOU, US, or the SELLER involving a Dispute.

Please refer to the Individual State Variance Requirement Endorsement of this CONTRACT for any added requirements in YOUR state.

YOU may employ an attorney to represent YOU in any mediation, arbitration or lawsuit involving a Dispute, but are not required to do so. The ADMINISTRATOR, the OBLIGOR and/or the SELLER shall not pay YOUR attorney's fees, court filing fees, service fees, or any other litigation-related expenses.

YOU agree that the SELLER is a third-party beneficiary of this Alternative Dispute Resolution and Class-Action Waiver provision and may invoke the protections set forth in this provision.

SAMPLE

ROADSIDE PROTECTION COVERAGE

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

The following ADDITIONAL BENEFITS **for YOUR covered VEHICLE** are provided with YOUR CONTRACT, except where prohibited by law.

All the benefits described below are subject to the maximum limits listed on YOUR DECLARATIONS PAGE. Any costs that exceed those authorized amounts will be YOUR responsibility.

ROADSIDE ASSISTANCE: YOUR CONTRACT provides YOU with an emergency road service program when needed, 24 hours a day, 365 days a year. Emergency roadside services are provided by Roadside Protect, Inc. If YOUR VEHICLE becomes disabled, call **866-222-7869** and a service vehicle will be dispatched to YOU. The CONTRACT DEDUCTIBLE does not apply to roadside assistance. YOUR roadside assistance benefits include the following up to the max benefits stated on the DECLARATIONS PAGE:

a. TOWING SERVICE: If YOUR VEHICLE cannot be started or driven without causing further damage, YOU are covered for towing expenses.
b. EMERGENCY TIRE SERVICE: If YOUR VEHICLE has a flat or damaged tire, YOU are covered for service to change an inflated spare tire provided by YOU.
c. LOCKOUT SERVICE: If YOU misplace, break, or accidentally lock YOUR keys in YOUR VEHICLE, dispatch will provide a locksmith or emergency VEHICLE service to assist YOU. The cost of new keys is not covered.
d. BATTERY SERVICE: If the battery for YOUR VEHICLE fails, battery jump start services will be provided.
e. FUEL DELIVERY SERVICE: In case it is necessary for the operation of YOUR VEHICLE, a service vehicle will deliver oil, fuel, or water to YOU. YOU are responsible for the cost of the oil and fuel. In the event that local state regulations prohibit the delivery of flammable materials (e.g., gas), YOU may have YOUR VEHICLE towed to the nearest gas station, as provided under the “Towing Service” above.
f. WINCHING: YOU are covered for winching services provided YOUR VEHICLE is within one hundred (100) feet of a public road (excludes off-road driving).

SAMPLE

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CALL 720-531-9163 or 800-821-5509

BREAKDOWN COVERAGE
CARCHEX CARE TITANIUM

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

The following endorsement applies during the coverage period of the CONTRACT except as limited by the Coverage Period Endorsement. All other terms, conditions and exclusions of YOUR CONTRACT apply.

This CONTRACT covers all components of the VEHICLE, EXCEPT for the following items:

EXCLUDED from COVERAGE:

Paint; carpeting; upholstery; fabric; VEHICLE frame; the following parts of the manual/hydraulic clutch assembly - friction disc, pressure plate, throw-out bearing and pilot bearing; moldings; distributor cap/rotor; wheels and wheel covers; seat belts and retractors; clock spring; battery and cables; rubber body parts; VEHICLE body panel and components; trim; weather stripping; tubing; illumination of any kind, including but not limited to - lenses, light bulbs, headlight and/or tail light assemblies, LED lighting and sealed beams; exhaust system; keyless entry transmitters; brake pads, drums, rotor, and shoes; canvas; fiberglass, vinyl or fabric tops; remote compact disc changers; buttons; handles; door hinges; glass and glass assemblies; audio components not installed by the factory; CB radios; bright metal; sheet metal; bumpers; ornamental moldings; welds; winch; diesel emissions filter elements; evaporative emissions canister; spark plugs and wires; glow plugs; wheel balancing; hoses; Serpentine and V-belts; wiper blades; restraint belts; struts; strut bearings, mounts, and housing; shock absorbers; interior and exterior trim items; carburetor; body seals and gaskets; plastic and framing. Any part that the original vehicle manufacturer has provided a replacement, maintenance or limited-service life or replacement interval for.

SAMPLE

ADDITIONAL COVERAGE

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

The following endorsement applies during the coverage period of the CONTRACT except as limited by the Coverage Period Endorsement. All other terms, conditions and exclusions of YOUR CONTRACT apply.

This CONTRACT covers the components/parts listed below:

1. **EMISSIONS:**
   a. COVERAGE INCLUDES:
   Air Fuel Ratio Sensor, Air Pump, Barometric Pressure Sensor, Canister Purge Solenoid, EVAP Purge Canister, EVAP Leak detection Pump and Valve, EVAP vent valve, Deceleration Valve, EGR valve, EGR solenoid, EGR check valve, DPFE sensor, EGR controller, EGR diverter valve, EGR relay, Purge Valve, EGR position sensor, EGR lines, EGR/ EFE Thermal Vacuum Switch, EGR/EFE Valve, Fuel Fill Cap, Fuel Fill Neck Restrictor, Fuel Tank Pressure Sensor, Fuel Tank Vent Valve, Fuel Temperature Sensor, Idle Air Control Valve, Intake Air Resonator, Intake Air Temperature Sensor, MAP Sensor, Mass Air Flow Sensor, PCV Sensor, Air injection control valve, Air injection check valve, Air injection Pump and Air injection Relay.
   b. **COVERAGE DOES NOT INCLUDE:**
   Catalytic Converter; Diesel Exhaust Fluid (DEF) systems, Diesel Particulate Filter, Diesel Catalyst; Any component that is not defined or listed in EMISSIONS PACKAGE Section a, COVERAGE.
2. **LUXURY ELECTRONICS PACKAGE (LEP):**
   a. COVERAGE INCLUDES:
   Radio/GPS/Navigation Components; Integrated Radio/GPS; Liquid Crystal Display (LCD) Screens; DVD Players; Front/Rearview Cameras and Sensors; Voice Activation Systems; Standalone seat heaters not integrated in upholstery; Sunroof and Convertible Top Motors. COVERAGE is limited to either 1 (one) replacement or 1 (one) repair per component for the life of the Contract.
   b. **COVERAGE DOES NOT INCLUDE:**
   Failure of any component other than the "base unit"; remote controls; hand-held controls; wiring; game cartridges; headphones; DVDs; MP3 Players; programming; aftermarket components. Any component that is not defined or listed in LUXURY ELECTRONICS PACKAGE Section a, COVERAGE.

SAMPLE

RENTAL/ALTERNATIVE TRANSPORTATION COVERAGE

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

In certain situations, WE will pay for or reimburse YOU for some expenses YOU may incur for transportation because YOUR VEHICLE is at a REPAIR FACILITY due to a COVERED BREAKDOWN.

If YOUR VEHICLE must remain at a REPAIR FACILITY for a COVERED BREAKDOWN repair, WE agree to pay for or reimburse YOU for either:

1. rental car expenses from a licensed vehicle rental company,
2. rideshare expenses from an authorized rideshare company as provided below, or
3. on a case-by-case basis, rental car and/or rideshare expenses during an initial assessment where it appears more likely than not that YOU have a COVERED BREAKDOWN.

Benefits provided by this endorsement are limited by the maximums provided on the DECLARATIONS PAGE. Any costs that exceed these amounts will be YOUR responsibility. "Maximum Days Limit A" is for COVERED BREAKDOWNS resulting in the replacement or rebuilding of an Engine or Transmission. "Maximum Days Limit B" is for all other COVERED BREAKDOWNS.

This COVERAGE is only applicable for days during which YOUR VEHICLE is at the REPAIR FACILITY. No COVERAGE shall be provided for days during which YOUR VEHICLE is at the REPAIR FACILITY because of REPAIR FACILITY scheduling conflicts or delays, or for YOUR inability to retrieve YOUR VEHICLE.

For any single day for which COVERAGE provided by this Endorsement is approved, YOU may either rent a vehicle from a licensed rental agency or request reimbursement for rideshare expenses. Fees for add-ons (e.g. rental insurance) will not be covered. COVERAGE will not apply to both a rental vehicle and rideshare expense incurred on the same day.

Rental car expense coverage is for the cost associated with renting a vehicle similar to YOUR VEHICLE and is further limited by the maximum per day as provided on the DECLARATIONS PAGE.

Rideshare expenses are limited by the maximum per day as provided on the DECLARATIONS PAGE.

To receive a reimbursement, YOU must provide US with copies of receipts and the rental agreement, if applicable, and/or rideshare receipts demonstrating that the rideshare trip was in the general vicinity of the REPAIR FACILITY, the date of the trip(s), and the cost of the rideshare trip. Reasonable tips are eligible for reimbursement subject to other limitations.

AUTHORIZED RIDESHARE COMPANIES: Uber, Lyft.

SAMPLE

TRIP INTERRUPTION COVERAGE

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

If YOUR VEHICLE must remain at a REPAIR FACILITY overnight for COVERED BREAKDOWN repairs and is more than one hundred (100) miles from YOUR home, WE will reimburse up to one hundred twenty-five dollars ($125.00) per day for a maximum of four (4) days of YOUR lodging and restaurant expenses. To receive the reimbursement, YOU must provide US with copies of the receipts. The maximum benefits provided by this endorsement are five hundred dollars ($500.00) per COVERED BREAKDOWN.

SAMPLE

CONTRACT PERIOD AND COVERAGE ELIGIBILITY PERIOD

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

The COVERAGE PERIODS for YOUR CONTRACT are:

Roadside Protection Coverage: Begins on the CONTRACT Effective Date and continues until the expiration date of the CONTRACT.

BREAKDOWN Coverage, Trip Interruption Coverage and Rental/Alternative Transportation

Claims incurred during the WAITING PERIOD or prior to the CONTRACT Effective Date are not covered under this CONTRACT.

COVERAGE: Begins after the following conditions have been met and continues until the CONTRACT expiration date. Subsequent renewals will not be required to meet the following conditions.

1. Provided:
   a. the date of the BREAKDOWN is after the WAITING PERIOD time as listed on YOUR DECLARATIONS PAGE, AND
   b. the BREAKDOWN odometer is after the WAITING PERIOD miles as listed on YOUR DECLARATIONS PAGE.
2. If at the time of sale there is a MANUFACTURER BASE WARRANTY or third-party Vehicle Service Contract in effect, the WAITING PERIOD, above, shall be waived.

MONTH TO MONTH PROVISIONS: This CONTRACT is optionally renewable on a monthly basis by US or YOU. Unless WE have given YOU written notice of OUR intent not to renew, YOU may renew by paying the Total Monthly Price as shown on the DECLARATIONS PAGE. The WAITING PERIOD shall not apply for renewal terms provided payment is received within thirty (30) days of expiration. The series number of YOUR CONTRACT changes every month to reflect the renewal effective date. If YOU wish to receive a DECLARATIONS PAGE for subsequent months, please contact YOUR SELLER.

SAMPLE

VEHICLE USE SURCHARGE

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

For COVERAGE to be afforded, a surcharge must be paid at time of sale and marked on the DECLARATIONS PAGE.

Commercial Use: A private vehicle that is used full or part-time for business purposes to generate financial income which includes but is not limited to vehicles used for commercial or government purposes, pick-up and delivery service, company pool use, or business travel, service or repair calls, route work, job site activities, and construction. Commercial Coverage does not include livery, snowplow, dump beds or flat beds, fleet vehicles, mail delivery, emergency, taxi or police usage.

Agricultural Use: A private highway motor vehicle registered under State law used for farming purposes including transporting of a farm commodity to or from a farm or the use directly in agricultural production.

Ride Share Use: A private vehicle used to provide rides through a transportation network carrier. Approved TNCs include Uber and Lyft. Ride Share Use does not include carshare and taxi use.

SAMPLE

LIMIT OF LIABILITY

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

The total limit of liability for the CONTRACT TERM for all claims and benefits shall be governed by the amounts and other terms provided on the DECLARATIONS PAGE.

If the limit of liability is based in part on the value of YOUR VEHICLE and the VEHICLE valuation guide specified in the DECLARATIONS PAGE is not available or has no valuation for YOUR VEHICLE, the VEHICLE valuation will be determined by another independently published guide selected by US.

GENERAL PROVISIONS

1. OUR liability shall be limited to the reasonable costs for repairs or replacement of any COVERED PART. The reasonable amount of labor time needed for the diagnosis, disassembly, repair or replacement of any COVERED PART shall be determined by US based on the nationally recognized guide currently used by US.
2. YOU will be responsible for the cost of all repairs that exceed the total limit of liability under this CONTRACT. WE are not required to authorize or pay for any repair amounts if all needed or covered repairs are not performed on YOUR VEHICLE.

SAMPLE

CANCELLATION

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

1. YOU may cancel this CONTRACT by contacting the ADMINISTRATOR, in writing, at 14033 Denver West Pkwy Suite 200, Lakewood, CO 80401 and submitting a request to cancel the CONTRACT, or as otherwise required by law.
   a. If cancelled within the INITIAL TERM of the CONTRACT, which is one (1) month from the original CONTRACT Effective Date, and if no claim has been made, YOU will receive a full refund of the amount paid for the INITIAL TERM. If a claim has been made, the refund amount shall equal the greater of the amount paid for the INITIAL TERM, minus the amount of the claim paid or zero.
   b. If cancelled within a RENEWAL TERM, YOU will receive a pro rata refund based upon the number of days in force compared to the total number of days in that RENEWAL TERM, less claims paid and less the cancellation fee listed on YOUR DECLARATIONS PAGE, subject to state specific information provided in the "Individual State Variance" Endorsement.
2. YOU may non-renew this CONTRACT by either notifying US or by failing to make YOUR RENEWAL TERM payment within forty-five (45) days of the CONTRACT payment due date.
3. The ADMINISTRATOR may immediately cancel this CONTRACT for misrepresentation by YOU when purchasing this CONTRACT, misrepresentation by YOU when submitting a claim, or if YOUR VEHICLE is found to be modified in a manner not recommended by the VEHICLE manufacturer. If the ADMINISTRATOR cancels this CONTRACT, the refund will be calculated according to section 1.b of this Cancellation Endorsement.
4. Notwithstanding anything to the contrary contained in this CONTRACT, in the event YOU do not accept or cash any refunds or payments related to this CONTRACT within ninety (90) days of OUR payment, that dollar amount will be applied to extend YOUR COVERAGE one (1) month at a time with COVERAGE extending in full month increments even if such dollar amount applied toward an extended month only provides for a portion of the stated monthly payment.

SAMPLE