

DEALER SERVICES, INC.

Agreement #

Service Provider:

Interstate National Dealer Services, Inc.

9115 Harris Corners Pkwy, Ste 100, Charlotte, NC 28269

Claims 866-714-6163 • Fax 704-439-2692

Customer Service: 1-800-599-9557

VEHICLE SERVICE CONTRACT APPLICATION

VENDOR INFORMATION

DEALER CODE:

APPLICANT INFORMATION

VEHICLE INFORMATION

VIN:

Year: Make:

Model Name:

PLAN INFORMATION

Coverage:

Term Months:

Delivery Date:

Sale Odometer:

Contract Purchase Price:

Deductible:

Options:

Lienholder:

Term Miles:

Expiration Date:

Expiration Odometer:

Vehicle Class:

Plan Code:

Surcharges:

This contract is not connected, either directly or indirectly, with the warranty issued by the manufacturer of this vehicle. This Document is an Application for the ROYAL Vehicle Service Contract and does not constitute a Contract until accepted by Administrator listed below.

Representative's Signature

Sale Date

DEALER SERVICES, INC.
3430 SUNSET AVENUE OCEAN, NEW JERSEY 07712
CUSTOMER SERVICE 800-599-9557

RPP Elite

Vehicle Service Contract Terms and Conditions

DEFINITIONS

- Administrator**refers to Interstate National Dealer Services, Inc.
- Contract**.....refers to this **Vehicle Service Contract** which **You** purchased from **Us** to protect **Your Vehicle**.
- Coverage**refers to the component protection **You** have chosen.
- Deductible**refers to the **Deductible** type and amount **You** will need to pay for each covered **Failure** repair visit.
- Failure**.....refers to the **Failure** of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely due to its condition, and not due to the action or inaction of any non-covered parts. In addition, a **Failure** will be deemed to have occurred when a covered part has worn beyond the manufacturer's tolerances allowed for the particular **Vehicle** at the mileage when the problem occurs.
- Vehicle**refers to the **Vehicle**, which cannot be used for rental, emergency or for-hire purposes.
- We, Us, Our**refers to the entity who is obligated to perform under this **Contract**.
- You, Your**.....refers to the **Contract** holder or the person to whom this **Contract** was properly transferred.

TERMS AND CONDITIONS

The following represents the **Coverage**, Benefits, Cancellations, What to do in the Event of a **Failure** and Exclusions of **Your Vehicle Service Contract**. This document is an Application for the **Vehicle Service Contract** and does not constitute a **Contract** until accepted by **Administrator**.

- 1. CONTRACT PERIOD: Coverage** under this **Contract** begins immediately and will expire according to the time/mileage of the **Contract** selected, whichever occurs first.
 - a) A New/Program/Used as New **Vehicle Contract** expiration is measured in time from the **Contract** Purchase Date; and mileage from zero (0) miles.
 - b) Used **Vehicle Coverage** under this **Contract** begins thirty (30) days and one thousand (1,000) miles from the date/mileage on the date of **Contract** sale. **Contract** expiration is measured in time from the **Contract** Purchase Date and mileage from the odometer mileage at **Contract** Purchase Date.
- 2. FAILURE OF COVERED PARTS: We** will pay or reimburse **You** for reasonable costs to repair or replace any **Failure** of a part included in **Your Coverage**. Replacement parts may be new, remanufactured or replacement parts of like kind and quality. Sales tax will be authorized for covered **Failures** only when required by the applicable state where repair is taking place.

3. **TERRITORY:** This **Contract** is limited to **Failures** which occur, and repairs that are made, within the United States of America and Canada.
4. **LIMIT OF LIABILITY**
- a) The Maximum limit of liability per loss shall be equal to the actual cash value of the **Vehicle** at the time of **Failure**.
 - b) The Aggregate limit of liability for each Service **Contract** shall not exceed the purchase price of the **Vehicle**.
5. **OUR RIGHT TO RECOVERY:** If **We** pay anything under this **Contract** and **You** have a right to recover from another party, **Your** rights will become **Our** rights up to the amount **We** paid. **You** will do whatever is necessary to enable **Us** to enforce these rights.
6. **TRANSFER RIGHTS:** This **Contract** is for the benefit of the original **Contract** holder and is transferable subject to a transfer fee and inspection providing:
- a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.
 - b) **Contract** is being transferred to a subsequent private purchaser of **Your Vehicle**. (Transfer rights are voided when **Vehicle** is either traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of **Vehicles**.)
You must submit the following:
 - a) Transfer application (Available from **Administrator**).
 - b) Bill of sale showing sale date and mileage at time of sale.
 - c) \$50.00 Transfer fee made payable to the **Administrator** within thirty (30) days of the transfer of **Vehicle** ownership.
7. **MAINTENANCE REQUIREMENTS:** **You** must maintain **Your Vehicle** according to the manufacturer's recommendations as outlined in the owner's manual. **Your** owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. **You** are required to follow the maintenance schedule that applies to **Your Vehicle's** conditions. **You** must be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, is used in **Your Vehicle**. It is necessary for **You** to retain verifiable receipts for all parts and materials necessary to perform the required maintenance. If necessary, this documentation will be verified by the **Administrator**.
8. **DEDUCTIBLE:** In the event of a **Failure** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to **Coverage** listed in the Benefits section of this **Contract**. **You** have to pay the **Deductible** type and amount for covered **Failures** on a per repair visit basis. Should a covered **Failure** require more than one visit to repair, only one **Deductible** will apply to that **Failure**. If **You** selected the Disappearing **Deductible** option, the standard **Deductible** will be waived, provided **You** have repairs made at the dealership where this **Contract** was purchased. If no **Deductible** is checked on the **Administrator** copy of the application page the \$100 **Deductible** will apply.
9. **ARBITRATION:** If **We** and **You** do not agree on the settlement of any claim, either party may make a written request for arbitration. In this event, each party shall select an arbitrator. The two arbitrators shall select a third. If they cannot agree on a third within thirty (30) days, either may request that the selection be made by a judge of a court having jurisdiction. Each party shall pay the expenses they incur, and bear the

expenses of the third party arbitrator equally. A decision agreed to by any two of the arbitrators shall be binding on both parties.

COVERAGE

We will pay **You**, or reimburse **You**, for the reasonable cost to repair or replace any Failure of all parts of **Your Vehicle**, except for those components and conditions listed in the Exclusions section of this Contract.

The following emissions related components are covered: Air fuel ratio sensor; Anti-knock sensor; Fuel sensor; Idle air control valve; Intake air temperature sensor; Intake manifold; Manifold air pressure (MAP) sensor; Mass air flow sensor; Oxygen sensor; Powertrain control module (PCM); Exhaust manifold; and Throttle body assembly (MFI).

BENEFITS

Deductible Does Not Apply

CAR RENTAL: We will, in the event of a **Failure** covered by this **Contract**, pay or reimburse **You** for receipted expenses to rent replacement transportation (from a Dealer or licensed rental agency) while **Your Vehicle** is undergoing repair. Such payment shall be limited to thirty dollars (\$30) for each eight (8) labor hours, or portion thereof, of applicable labor time necessary to complete the repair, up to a maximum of one hundred fifty dollars (\$150) per occurrence. This **Coverage** does not apply to time waiting for parts or other delays beyond the control of the repair facility. In the event of a major component (engine, transmission or drive axle) replacement, a maximum of five (5) days of parts delay **Coverage** will be afforded provided additional authorization is obtained from **Administrator** (except where prohibited by law).

TRAVEL EXPENSES: We will in the event a **Failure** covered by this **Contract** occurs more than one hundred (100) miles from **Your** home, reimburse **You** up to seventy-five dollars (\$75) per day for up to five (5) consecutive days for receipted motel/restaurant expenses (except where prohibited by law). The date of **Failure** will be considered the first day of the five (5) day maximum period.

EMERGENCY ROADSIDE ASSISTANCE:

Towing / Road Service / Lockout: 1-800-492-6762 – Producer Code: 28244 – Plan: “N”

In the event **Your Vehicle** is disabled, **We** will dispatch a service vehicle to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power **Your Vehicle** may be towed to a location of **Your** choosing. **We** will pay the first \$50.00 of any roadside assistance requested. Additional costs exceeding the first \$50.00 are **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call toll-free **1-800-492-6762**. **You** will be required to give the representative assisting **You** the following information:

Producer Code – **28244**, **Your Vehicle** Service **Contract** Number (located on the front right hand corner of this application) and **Your** Plan Letter which is **N**.

Coverage: You are entitled to one (1) service per 72-hours. We will pay the first \$50.00 for any of the following requested services: towing; battery jumpstart; flat tire change; essential fluid delivery (You are responsible for the actual cost of the delivered fluids i.e. gas, oil, water, etc.); locksmith (cost of replacement keys is not included).

Reimbursement: In the event Your Vehicle is disabled and You contracted for any of the above covered services on Your own, You will be able to submit Your original receipted road service expenses for reimbursement consideration. Reimbursement will only be considered when properly licensed and insured providers provide a covered service; private citizen services are not reimbursable. Your reimbursement for towing is \$50. Reimbursement for any other roadside service including locksmith services is \$50. You must send Your original receipted roadside bills along with a completed claim form to Administrator. Claim forms may be obtained from Administrator.

WHAT TO DO IN THE EVENT OF A FAILURE

1. Prevent Further Damage - You should use all reasonable means and precautions to protect Your Vehicle from further damage. This Contract will not cover damage caused by not securing a timely repair of the failed component.
2. If Your Vehicle breaks down, return to the Issuing Dealer during normal service department hours. If this is not possible, take Your Vehicle to the licensed repair facility of Your choice (You may contact Administrator for assistance in locating a repair facility).
3. Instruct the repair facility that they must obtain an authorization number from Administrator prior to proceeding with repairs. The amount authorized is the maximum that will be paid. Any additional amounts need prior approval.
4. In some cases, You may be required to authorize the repair facility to inspect or tear down Your Vehicle to determine the cause and cost of the repair. You will be responsible for these charges if the Failure is not covered by this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being performed. We reserve the right to move Your covered Vehicle to another repair facility.
5. After Administrator has been contacted, review with the repair facility the components that will be covered by this Contract.
6. We will reimburse the repair facility or You for the cost of authorized repairs performed on Your Vehicle, less any applicable Deductible. All repair orders and necessary documentation must be submitted to Us within thirty (30) days by You or repair facility to qualify for payment.

REPAIR FACILITY GUIDELINES FOR CLAIMS HANDLING

Follow these steps when handling a claim:

1. Advise Contract holder that evaluation of a Failure does not mean that the repair is covered under this Contract. All covered repairs must receive prior authorization from Administrator.
2. Have Contract holder authorize inspection/tear down of the Vehicle to determine Failure's cause and cost to repair. Save all components, including fluids and filters,

should **Administrator** require outside inspection. Notify **Contract** Holder that cost of tear down will not be paid if it is determined that the **Failure** is not covered under this **Contract**.

3. Determine the cause of **Failure**, correction required and cost of the repair(s).
4. Contact **Administrator's** Claims Department at **866-714-6163** to get authorization to proceed with the claim. Be prepared with the following information when placing the call:
 - a. Customer's Name and **Contract** Number.
 - b. Cause of **Failure** and recommended correction.
 - c. Cost of repair(s).
5. A Claims Advisor will verify **Coverage** and do one of the following:
 - a. Approve Claim - If approved, **You** will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
 - b. Require Additional Evaluation, Inspection or Tear Down - **Administrator** may require an inspection prior to repair being completed. If a tear down is required to determine cause of **Failure**, **Contract** holder must authorize same. Notify **Contract** holder that if the repair is not covered, then **Contract** holder will be responsible for cost of the tear down. Repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If inspection is not made within forty-eight (48) hours, contact the Claims Advisor.
 - c. Deny the claim and provide the reason for the denial.
6. Review **Administrator's** findings with **Contract** holder as well as what will be covered by **Contract** and what portion of the repair(s), if any, will not be covered.
7. Obtain **Contract** holder's authorization to complete repair(s). All repair orders must have customer's signature to qualify for payment.
8. Submit the repair order(s) that must include the **Contract** number, authorization number and authorized amount to **Administrator** within thirty (30) days to the following address:

Interstate National Dealer Services, Inc.
9115 Harris Corner Parkway Suite 100
Charlotte NC, 28269
Claims number: 866-714-6163

CANCELLATION OF VEHICLE SERVICE CONTRACT

1. **You** may cancel this **Contract** by notifying **Us**. A cancellation form indicating the odometer reading at the date of request will be required.
2. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for intentional misrepresentation in obtaining this **Contract** or in submitting a claim.
3. If **Your Vehicle** and this **Contract** has been financed, the lienholder may cancel this **Contract** for non-payment, or if **Your Vehicle** has been declared a total loss or has been repossessed. The rights under this **Contract** are transferred to the lienholder and the lienholder is also entitled to any resulting refund.

4. A. New and Program **Vehicles**: If this **Contract** is canceled within the first sixty (60) days and no claim has been filed, the entire **Contract** charge paid will be refunded. After sixty (60) days or if a claim has been filed, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the **Contract**. Elapsed time and mileage shall be measured from **Contract** sale date and zero (0) miles.
- B. Used and Used as New **Vehicles**: If this **Contract** is canceled within the first thirty (30) days and no claim has been filed, the entire **Contract** charge paid will be refunded. After thirty (30) days or if a claim has been filed, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the **Contract**. Elapsed time and mileage shall be measured from **Contract** sale date and **Contract** sale mileage.
5. The greater of a \$50 service charge or the total amount of all authorized claims will be deducted from all refunds after sixty (60) days for new/program and thirty (30) days for used/used as new **Vehicle Contracts**.
6. In the event of cancellation, the lienholder, if any, will be named on the cancellation refund check.

EXCLUSIONS

For all Coverage levels, this Vehicle Service Contract Provides NO Coverage or Benefits for the following:

- A. THE FOLLOWING PARTS: CARBURETOR; BATTERY; BATTERY/BATTERY PACK ON HYBRID VEHICLES; SHOCK ABSORBERS; MANUAL TRANSMISSION CLUTCH ASSEMBLY; FRICTION CLUTCH DISC AND PRESSURE PLATE; THROWOUT BEARING; MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS; LENSES; SEALED BEAMS; LIGHT BULBS; BRAKE HARDWARE; ALL EXHAUST AND EMISSION COMPONENTS EXCEPT THOSE SPECIFICALLY LISTED UNDER THE COVERAGE SECTION OF THIS CONTRACT; WEATHER STRIPS; ALL TRIM, MOLDINGS, HANDLES, KNOBS OR DIALS; BRIGHT METAL; CHROME; UPHOLSTERY AND CARPET; PAINT; OUTSIDE ORNAMENTATION; BUMPERS; BODY SHEET METAL AND PANELS; TIRES AND WHEELS/RIMS; GPS NAVIGATION SYSTEMS; PHONE SYSTEMS; TV/VIDEO/ENTERTAINMENT SYSTEMS AND INTERNET ACCESS SYSTEMS UNLESS LUXURY ELECTRONICS OPTION HAS BEEN PURCHASED BY YOU AND ACCEPTED BY US.
- B. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS; WHEEL BALANCING; TUNEUPS; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; HOSES; DRIVE BELTS; BRAKE PADS, LININGS, SHOES, DRUMS AND ROTORS; WIPER BLADES.

- C. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING COST; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS EXCEPT WHEN REPLACEMENT IS REQUIRED DUE TO A COVERED FAILURE.
- D. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.
- E. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS CONTRACT; SLUDGE BUILD-UP OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.
- F. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF NO FAILURE HAS OCCURRED REGARDLESS OF REPAIR FACILITY RECOMMENDATIONS; OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER; ANY REPAIR NOT SPECIFICALLY AUTHORIZED BY US.
- G. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING, OR HAVE USED, YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER. THIS WILL INCLUDE, BUT NOT BE LIMITED TO: THE FAILURE OF ANY CUSTOM OR ADD-ON/AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISED DEALER OR NOT; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; UNAUTHORIZED MODIFICATIONS TO ANY SYSTEM.
- H. IF YOUR ODOMETER HAS CEASED TO WORK AND REPAIRS HAVE NOT BEEN IMMEDIATELY MADE; THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE; OR IF VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.
- I. ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSONS ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED. LOSS OF TIME, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS THAT RESULTS FROM A FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGES HEREIN.) THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR DAMAGES FOR BAD FAITH, PUNITIVE OR EXEMPLARY DAMAGES, PERSONAL INJURY INCLUDING BODILY INJURY, PROPERTY DAMAGE (EXCEPT AS SPECIFICALLY STATED IN THE CONTRACT) AND ATTORNEY'S FEES.
- J. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT

LUBRICANTS OR COOLANT. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE OR WHEN OVERHEATING OCCURS.

- K. SALVAGED TITLE VEHICLES; WHEN RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY; WARRANTY FROM THE MANUFACTURER INCLUDING EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES; A REPAIRER'S GUARANTEE/WARRANTY; OR FAILURES FOR WHICH THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS.
- L. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR OTHER OBJECT OR VEHICLE WITHOUT BEING EQUIPPED WITH A FACTORY INSTALLED OR AUTHORIZED TOW PACKAGE; OR IS USED FOR COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE, LIVERY OR SHUTTLE, TOWING OR ROAD REPAIR, CONSTRUCTION, FARMING OR AGRICULTURAL PURPOSES, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICES, PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK, SERVICE OR REPAIR UNLESS COMMERCIAL USE OPTION HAS BEEN PURCHASED BY YOU AND ACCEPTED BY US.
- M. ANY FAILURE OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- N. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.
- O. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.

NOTICE: You are reminded that this Contract is not an insurance policy. However, an insurance policy is in effect with National Service Contract Insurance Company RRG. If We fail 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, c/o Risk Services, P.O. Box 2100, Montpelier, Vermont 05601-2100.

Marketing agent:

Dealer Services, Inc
3430 Sunset Avenue Ocean, NJ 07712
Customer Service 800-599-9557