

## **IMPORTANT MESSAGE TO VEHICLE OWNERS**

**WE WOULD LIKE TO THANK YOU FOR CHOOSING THE  
TRIPLE DIAMOND PROGRAM  
ADMINISTERED BY VEMECO, INC.**

### **REPAIR SERVICE - UNITED STATES AND CANADA**

**If Your Vehicle is in need of repairs, visit any dealer or repair facility in the United States or Canada for repair service. If Your Vehicle is still under manufacturer warranty, return the Vehicle to a manufacturer authorized dealer.**

**PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT  
REQUIRED IN ORDER TO PURCHASE OR FINANCE A MOTOR  
VEHICLE.**

### **VEHICLE OPERATION AND CARE**

**Considering the investment You have made in Your Vehicle, We know You will want to operate and maintain it properly. We urge You, therefore, to follow the instructions contained in Your Owner's Manual and Maintenance Schedule Booklet.**

**P.O. BOX 410  
ALVARADO, TX 76009  
Customer Service (877) 739-4802  
Claims (888) 333-8237**

**FIDELITY SAFEGUARD SOLUTIONS, INC. dba FIDELITY AUTOMOTIVE SOLUTIONS  
1625 S Congress Avenue, Suite 302  
Delray, FL 33445**

## IMPORTANT INFORMATION YOU NEED TO KNOW

CUSTOMER SUPPORT NUMBER – Please see the box labeled **Your Contract** Number on the **Registration Page**. This is **Your** CUSTOMER SUPPORT NUMBER. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

**PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR FINANCE A MOTOR VEHICLE.**

This Vehicle Service **Contract** along with the **Registration Page** make up **Your** entire **Contract**. No other documents, unless provided directly to **You** from the **Administrator**, are legal and binding.

This Vehicle Service **Contract** contains Limits of Liability. Please read, "LIMITS OF LIABILITY" under "PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT**" to determine what those are.

## THINGS TO DO NOW

Verify **Registration Page** – The **Registration Page** must be attached to the front of this **Contract** to complete and validate this **Contract**.

Check Plan Code – Not every part of **Your Vehicle** is covered by this **Contract**. **Coverage** is identified by the last three (3) letters of the Plan Code or the **Coverage** Name as shown on the **Registration Page** of this **Contract**. Please compare the last 3 letters of the Plan Code or the **Coverage** Name on the **Registration Page** with the Plan Code and Corresponding **Coverage** as listed under the **Schedule of Coverages**. If this box was left blank, or the Plan Code/**Coverage** Name is inaccurate, contact **Your Administrator** immediately.

Check **Your Deductible** – Please check the box labeled **DEDUCTIBLE** on **Your Registration Page**. The dollar amount in the box identifies the portion of the covered repair **You** will be required to pay if **You** have a claim.

NOTE: This **Contract** is not valid unless **You** have signed the **Registration Page** and it has been attached to the front of this **Contract**.

## THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT

Properly Maintain **Your Vehicle** and KEEP THE RECEIPTS – This **Contract** is only valid if **Your Vehicle** has been maintained in accordance with the manufacturer's specifications. Keep copies of all receipts (oil changes, lubrication, etc.), as proof of maintenance will be required when **You** file a claim. SEE SECTION: "PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT**" FOR SPECIFIC MAINTENANCE REQUIREMENTS.

OBTAIN APPROVAL PRIOR TO HAVING WORK PERFORMED THAT MAY BE COVERED BY THIS **CONTRACT**. If **You** believe the failure may be covered by this **Contract**, call the **Administrator** personally, or instruct the repair facility performing the work to call and **Register** the claim BEFORE THE WORK IS PERFORMED. SEE SECTION: "**CONTRACT** HOLDER'S GUIDE TO FILING A CLAIM".

## DEFINITIONS

The following definitions apply to words frequently used in this **Contract** and appear in Bold Faced Type:

**You, Your** – Means the **Contract** Holder shown on the **Registration Page**.

**We, Us, Our** – Means the obligor of this **Contract** as stated on the **Registration Page** attached to this **Contract**.

**Administrator** – Means the **Administrator** as shown on the **Registration Page**.

**Contract** – Means this Vehicle Service **Contract** which **You** have purchased from **Us** to protect **Your Vehicle**.

**Registration Page** – Means the numbered document which must be attached to and forms part of this **Contract**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

**Schedule of Coverages** – Lists the **Coverages** and mileage limitations provided to **You** for **Your Vehicle** under this **Contract**.

**Coverage** – Means the protection **You** have selected, as listed in the **Schedule of Coverages** section.

**Vehicle** – Means the **Vehicle** which is described on the **Registration Page**.

**Deductible** – Means the amount **You** are required to pay, as shown on the **Registration Page**, for covered **Breakdowns**. Once a part is repaired or replaced under the terms of this **Contract**, there will be no **Deductible** for future repairs to that part.

**Breakdown** – Means 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 because of its condition and not because of the action or inaction of any non-covered parts. **Subsequent Damages** resulting from the **Breakdown** of a covered part are not covered by this **Contract**.

**Subsequent Damage** – Means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part.

**Consequential Damage** – Means an event or damage that occurs separately as a consequence or result of the failure of a covered or non-covered part, such as, loss of time or use, inconvenience, commercial loss, personal injury or property damage.

**Diagnostic** – Means the system investigation required to determine the cause of the failure.

**Teardown** – Means the mechanical disassembly of a failed unit required to determine the cause and the extent of the failure.

**Registered** – Means a claim has been **Registered** only when the **Administrator** has been contacted and has issued a claim reference number.

**Pre-existing** – Means a condition that within all reasonable mechanical probability relates to the mechanical fitness of **Your Vehicle** prior to **Contract** issuance.

**Commercial Use** – Means **Vehicles** used for Farming or Ranching, Route Work, Job-Site Activities, Service or Repair Work and Delivery of Goods. Usage must not exceed manufacturer's ratings and/or limitations.

## PROVISIONS OF THIS VEHICLE SERVICE CONTRACT

This **CONTRACT** is between **US** and **YOU**, and is subject to all the Terms and Conditions contained herein.

### 1. CONTRACT PERIOD

**Vehicle Plan expiration is measured in time/mileage from the Contract Purchase Date and Odometer Mileage (at Contract Purchase Date). All Plans require a mandatory "Waiting Period" before Coverage takes effect. The "Waiting Period" = 30 days and 1,000 miles from the Contract Purchase Date and Odometer Mileage at Contract Purchase. 30 days and 1,000 miles will be added to the term of Your Contract.**

### 2. COVERAGE

The **Coverage** afforded **You** for **Your Vehicle** is fully described in this **Contract**. Please see section: "**Schedule of Coverages**" of this **Contract**. **Coverage** under this **Contract** will expire according to the Months and Mileage Term, whichever occurs first and/or when the Limits of Liability for the **Contract** have been reached.

### 3. BREAKDOWN OF COVERED PARTS

**We** will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of a part listed in the **Schedule of Coverages**. REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, INDEPENDENTLY MANUFACTURED/DISTRIBUTED OR OF LIKE KIND AND QUALITY AT DISCRETION OF THE ADMINISTRATOR.

### 4. DEDUCTIBLE

In the event of a **Breakdown** covered by this **Contract**, **You** are responsible for a one hundred dollar (\$100) **Deductible** per a covered repair. No **Deductible** payment is required with respect to Rental **Coverage**, if provided by this **Contract**. Should a covered **Breakdown** take more than one visit to repair, only one **Deductible** will apply for that **Breakdown**.

### 5. TERRITORY

This **Contract** applies only to **Breakdowns** that occur and repairs made within the United States of America and Canada.

### 6. LIMITS OF LIABILITY

**Our** maximum cumulative liability under this **Contract** shall not exceed ten thousand dollars (\$10,000) for the life of the **Contract**. Claims benefits will be cumulative and cannot exceed \$10,000 for a single claim or for all incurred claims collectively during the term of this **Contract**. If **We** pay claims benefits to the maximum liability of \$10,000, this **Contract** will become fully earned and no further claims can be made against **Us**. Once the maximum limit of liability has been reached, this **Contract**, and all rights there under shall terminate.

### 7. MAINTENANCE REQUIREMENTS

- a. **Contract** Holder cannot perform own maintenance for maintenance requirements and cannot own or operate the commercial service facility performing the maintenance.
- b. **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual **EXCEPT FOR ENGINE OIL AND**

**FILTER. THE ENGINE OIL AND FILTER MUST BE CHANGED EVERY THREE (3) MONTHS AND THREE THOUSAND (3,000) MILES, WHICHEVER OCCURS FIRST. NOTE: Your Owner's Manual lists different servicing recommendations based on Your individual driving and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions EXCEPT FOR THE ENGINE OIL AND FILTER AS STATED ABOVE.** Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions or failure to follow the engine oil and filter maintenance requirement as stated above may result in the denial of **Coverage**. If an Owner's Manual is not provided, **You** can contact **Your Vehicle's** manufacturer for maintenance requirements.

- c. It is required that verifiable receipts be retained for the service work showing the maintenance(s) performed, date and mileage when the services were performed. Maintenance and/or service work receipts will be requested by the **Administrator**. Maintenance receipts from licensed repair facilities only will be accepted.

## 8. TRANSFER OF YOUR VEHICLE SERVICE CONTRACT

- a. **Your Contract** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** while this **Contract** is still in force. This **Contract** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This **Contract** can only be transferred once and the transfer must be initiated by the original **Contract Holder**.
- b. To transfer, the following must be submitted to the **Administrator** within 30 days of the change of ownership to a subsequent individual purchaser:
  - A completed transfer form; with
  - Name and Address of new owner, date of sale to new owner, current mileage; and
  - \$75.00 Transfer Fee made payable to the **Administrator**.
- c. Any remaining manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work, which the new owner has performed in accordance with the Maintenance Requirements of this **Contract**. If necessary, these documents will be verified by the **Administrator**.

## 9. OUR RIGHT TO RECOVER PAYMENT

If **You** have a right to recover against another party for anything **We** have paid under this **Contract**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

## 10. FINANCIAL AGREEMENTS

If this **Contract** was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Contract** and no refund will be due and no claims will be approved.

## CANCELLATION OF YOUR CONTRACT

- a. **You** may cancel this **Contract** by contacting the **Administrator** or the Seller from whom **You** purchased this **Contract**. An odometer or notarized statement indicating the odometer reading on the date of the request will be required. This **Contract** can only be cancelled by the original **Contract Holder**.
- b. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or **Your Vehicle** is found to be used as a **Commercial Vehicle** and the applicable surcharge has not been marked on the **Registration Page** and payment has not been received for this surcharge.
- c. If **Your Vehicle** and this **Contract** have been financed, the Lienholder shown on the **Registration Page** may cancel this **Contract** for non-payment, (except in the states of Utah and Wyoming), or if **Your Vehicle** is declared a total loss or is repossessed.
- d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the **Contract** term/miles and the date **Coverage** begins, less a fifty dollar (\$50.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. Where permitted, the total amount of all authorized claims will be deducted from all refunds.

## CONTRACT HOLDER'S GUIDE TO FILING A CLAIM

A. **IF YOUR VEHICLE INCURS A BREAKDOWN, YOU MUST TAKE THE FOLLOWING STEPS TO FILE A CLAIM:**

1. Prevent Further Damage - Take immediate action to prevent further damage. This **Contract** will not cover the damage caused by not securing a timely repair when a **Breakdown** has occurred. The operator is responsible for observing **Vehicle** warning lights and gauges, and taking appropriate action immediately. Failure to do so may result in the denial of **Coverage**.
2. Take **Your Vehicle** to a Licensed Repair Facility - If **Your Vehicle** breaks down, take **Your Vehicle** to any licensed repair facility (**You** may contact the **Administrator** for help in locating a repair facility).
3. Provide Repair Facility with a Copy of **Your Contract** and/or **Your Contract** Number.

4. **Register Repairs with the Administrator** - Prior to any repair being made, instruct the Service Manager at the repair facility to contact the **Administrator** to **Register** the claim. Any claim for repairs that have not been **Registered** will not be covered except as provided under Emergency Repairs. The amount **Registered** with the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of the **Contract**. Any additional amount must be **Registered** with the **Administrator**, prior to submitting the claim for payment.
5. **Authorize Teardown and/or Inspection** - In some cases, **You** may need to authorize the repair facility to inspect and/or **Teardown Your Vehicle** in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being made.
6. **Review Coverage** - After the **Administrator** has been contacted, review with the Service Manager what will be covered by this **Contract**.
7. **Pay Any Applicable Deductible** - **We** will reimburse the repair facility or **You** for the cost of the work performed on **Your Vehicle** that is covered by this **Contract** and previously authorized, less the **Deductible** (if any). Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the **Administrator** within sixty (60) days, (365 days in Wisconsin) (as soon as reasonably possible in Utah), to be eligible for payment.
8. **Emergency Repairs** - Should an emergency occur which requires a **Breakdown** repair be made at a time when the **Administrator's** office cannot be contacted, **You** must call the **Administrator's** office within five (5) business days from the date of repair (365 days in Wisconsin) (as soon as reasonably possible in Utah), to determine if such repair will be covered by this **Contract**. If covered, **You** will be reimbursed for the repair.

**B. IF YOUR VEHICLE BREAKS DOWN ON THE ROAD:**

Follow the same steps as above. If necessary, the repair facility will be paid for covered repairs, less **Your Deductible** (if any), by the **Administrator's** national charge card system (MasterCard or VISA) on **Your** behalf. In some cases, **You** may need to pay the repair bill in full. If so, **You** will be reimbursed for the **Registered** amount of the repair, less **Your Deductible** (if any). If **You** have any questions regarding claim procedures or **Coverages**, please call the **Administrator** at the following number and ask for a Customer Support Representative:

**Administrator**

**P.O. BOX 410**

**ALVARADO, TX 76009**

**Customer Service (877) 739-4802; Claims (888) 333-8237**

**FOR 24-HOUR ROADSIDE ASSISTANCE SERVICES YOU MUST CALL (866) 367-0797**

**Available 24 hrs/day–365 days/year**

**HAVE AVAILABLE PRODUCER CODE (89671), YOUR VEHICLE SERVICE CONTRACT NUMBER, AND YOUR PLAN LETTER (B)**

## **SERVICE MANAGER'S GUIDE TO FILING A CLAIM**

### **STEPS TO FOLLOW WHEN FILING A CLAIM:**

1. **Advise Contract Holder** – That evaluating the cause of the failure does not mean that the failure is covered under this **Contract**. All covered repairs must be **Registered** with the **Administrator**.
2. **Contract Holder's Approval for Evaluation** – Obtain approval from the **Contract** Holder to inspect and/or **Teardown Vehicle** to determine cause and cost of repair. Save all components including fluids and filters, in the event the **Administrator** requires an inspection. Inform the **Contract** Holder that the cost of the **Teardown** will not be paid if the failure of the component disassembled is not covered under the **Contract**.

3. Customer's Complaint, Cause, Cure and Cost – Assess the problem(s), cause, cure of the failure and cost of the repairs.

**NOTE: Any major component failure that has a verifiable complaint, i.e., slipping transmission, knocking engine, etc., should be called in prior to any Teardown.**

4. Register the Repair with the Administrator – Call the **Administrator's** Service Manager's Support representative at (888) 333-8237 to **Register** the claim. Please have the following items ready when you place the call:
  - a. Customer's **Contract** Number
  - b. Cause of Failure and Cure
  - c. Cost of the Repair
  - d. Factory Part Number(s)

5. The Support Representative will verify the Coverage and –
- A. Register Claim – The **Administrator** will **Register** the claim by issuing a Reference Number. Record this Reference Number on the Repair Order. The **Registered** claim amount is the maximum that will be paid. Any additional amounts must be **Registered** with the **Administrator**, prior to submitting the claim for payment. When you call in to **Register** the claim, **We** will adjust the labor hours according to a nationally recognized labor time guide. **We** accept nationally published labor guides (including factory labor guides) at industry standard times, including, Mitchell, Motor, Chilton, All-Data and Mitchell OnDemand.

OR

- B. Request Additional Evaluation – Request further evaluation, **Teardown** or outside inspection.
- I. Inspection – The **Administrator** reserves the right to require an inspection of the **Vehicle** prior to any repair being accomplished. **Diagnostic** procedures not associated with the **Teardown** are not covered.
- II. **Teardown** – If a **Teardown** is necessary in order to determine the cause of failure, the **Contract** Holder must approve the **Teardown**. Please advise the **Contract** Holder that, if the component disassembled is not covered, then the **Contract** Holder must pay for the **Teardown**.
- Listed below is the Inspection **Teardown** Policy:
- a. Save all components, including fluids and filters that need to be inspected. **We** may require covered components to be retained for **Our** disposal.
- b. The Support Representative will arrange for inspection.
- c. If not visited within 48 hours, call the Support Representative.

OR

- C. Deny Claim – Deny the request and issue a Reference Number.
6. Review Repairs with Contract Holder – After the **Administrator** has been contacted, review with the **Contract** Holder what will be covered by the **Contract** and what portions of the repairs, if any, will not be covered.
7. Contract Holder's Approval for Repairs – Obtain the **Contract** Holder's approval to complete the repairs. All repair orders must have **Contract** Holder's signature.
8. Submit Repair Orders for Payment – All repair orders and documentation must be submitted to the **Administrator**, at the address noted under "**Contract** Holder's Guide to Filing A Claim" within sixty (60) days (365 days in Wisconsin).

## SCHEDULE OF COVERAGES

### ENHANCED POWERTRAIN COVERAGE (ZDI)

**ENGINE:** All internal components of the engine that require lubrication for operation, including pistons, piston rings, wrist pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, push rods, rocker arms, hydraulic lifters, rocker arm shafts, oil pump, harmonic balancer. The engine block, cylinder heads, oil pan and timing chain cover are covered only if damaged by the failure of an internally lubricated engine component.

**TRANSMISSION:** All internal components of the transmission that require lubrication for operation, including oil pump, drums, planetaries, sun gear and shell, shaft(s), bearings, shift rail, forks, and synchronizers. Torque converter, vacuum modulator, accumulator, electronic shift control unit. Transmission case and pan are covered only if damaged by the failure of an internally lubricated transmission component.

**DRIVE AXLE (FRONT AND REAR):** All internally lubricated components contained within the drive axle housing. Locking hubs, drive shafts, center support bearings, universal joints, CV joints (except when damaged as a result of a torn or missing CV boot). Drive axle housing and differential cover are covered only if damaged by the failure of an internally lubricated drive axle component.

**4X4 TRANSFER CASE:** (Surcharge applies) All internal components of the transfer case that require lubrication for operation provided the surcharge has been paid.

**TURBO/SUPERCHARGER:** (Surcharge applies) All internally lubricated parts of the turbocharger or supercharger provided the surcharge has been paid. Only OEM equipment qualifies for **Coverage**.

**COOLING:** Water pump, engine cooling fan motor, fan & fan clutch.

**AIR CONDITIONING:** Compressor, condenser, evaporator, expansion valve, blower motor. Accumulator/receiver-dryer and orifice tube are covered only if they have failed.

**FUEL SYSTEM:** Electrical and mechanical fuel pump, fuel injection pump and metal fuel lines.

**ELECTRICAL:** Alternator, voltage regulator, starter motor, starter solenoid, ignition switch, front & rear wiper motors and switches, washer pump and switch, headlamp switch, turn signal switch, rear defroster switch, AC/heater blower speed switch, power window motors; regulators and switches, power door lock actuators and switches.

**SEALS & GASKETS:** Seals & gaskets are covered only if required in conjunction with a covered repair. Leaking seals or gaskets are not covered.

## **SURCHARGED COVERAGE**

**COMMERCIAL USE:** If the **Contract Registration Page** shows that **You** purchased the **Commercial Use** option, see **Commercial Use** Definition for specific usage.

## **BENEFIT**

**RENTAL:** In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement vehicle (from a licensed rental agency) or for alternate public transportation while **Your Vehicle** is at a licensed repair facility. **Coverage** will be provided to **You** on the following basis, up to a maximum of thirty-five dollars (\$35) for every eight (8) labor hours, or portion thereof, of applicable labor time required to complete the repair, up to a maximum of one hundred seventy-five dollars (\$175) for each repair visit. This **Coverage** does not apply to the time waiting for parts, services, weekends or other delays beyond the control of the repair facility or the **Administrator**. No **Deductible** will apply to this benefit.

## **EXCLUSIONS**

This Service **Contract** Provides No **Coverage** or Benefits:

- A. For any part not specifically listed in the **Schedule of Coverages**, or for any of the following parts: carburetor, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, fuses, circuit breakers, cellular phones, TV/VCR/DVD players, game centers, speakers, AM/FM radio/cassette/CD players, audio/video equipment, all touch screen and/or voice activated accessories including related display screens and heads up displays on windshields, electronic transmitting/receiving devices, global positioning systems, voice recognition systems, remote control consoles, radar detection devices, brake rotors and drums, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, catalytic converter/filtering/sensors, emission vapor sensors, gas cap/filler neck, weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, hardware or linkages, tires, wheels/rims. External nuts, bolts and fasteners are not covered unless specifically listed in the **Schedule of Coverages** (except where required in conjunction with a covered repair).
- B. For maintenance services and parts described in **Your Vehicle's** owner's manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (unless listed as specific covered parts), drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a **Breakdown**.
- C. For any damage and/or **Breakdown** resulting from collision, road hazard, fire, theft, vandalism, riot, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water or flood, acts of God, salt, environmental damage, chemicals, contamination of fluids, fuels, coolants or lubricants.
- D. For any part that a repair facility or manufacturer recommends or requires that it be replaced or repaired, or is an update, and is not a **Breakdown**, is **Your** responsibility and expense. For any **Breakdown** caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for **Your Vehicle** or improper servicing or repairs subsequent to purchase. For any **Breakdown** caused by sludge build-up, or failure to maintain

proper levels of lubricants and/or coolants, or **Breakdowns** caused by fuels containing more than 10% Ethanol (if the engine was not manufactured for this fuel mixture), or failure to protect **Your Vehicle** from further damage when a **Breakdown** has occurred or failure to have **Your Vehicle** towed to the service facility when continued operation may result in further damage. Continued operation includes **Your** failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting **Your Vehicle** by continuing to drive creating damage beyond the initial failure.

- E. For any repair or replacement of any covered part if a **Breakdown** has not occurred even if wear and tear on that part has exceeded the field tolerances allowed by the manufacturer.

- F. 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, including but not limited to: the failure of any custom or add-on part (regardless if supplied by a franchised dealer or not), all frame or suspension modifications, lift kits, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.
- G. If **Your** odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way subsequent to purchase, or if **Your Vehicle** has ever been a total loss, salvaged, rebuilt or is a grey market vehicle.
- H. For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of **Your Vehicle** described in this **Contract**, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other consequential loss (except as may otherwise be provided under the **Schedule of Coverages**), including any **Consequential Damage** to a non-covered part that results from a **Breakdown**.
- I. When the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drivetrain, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when **You** purchased this **Contract**), or a repairer's guarantee/warranty (regardless of the manufacturer's or repairer's ability to pay for such repairs). Further, **Coverage** under this **Contract** is similarly limited in the event of a **Breakdown** if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.
- J. If **Your Vehicle** is used for towing (unless **Your Vehicle** is equipped with factory installed or factory authorized tow package), or is used as a **Commercial unit** (unless appropriate surcharge is marked on the **Registration Page** and only as defined under "Definitions", "**Commercial Use**"), or is used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing or competitive driving.
- K. For any **Pre-existing** condition or for any **Breakdown** occurring before **Coverage** takes effect or prior to the **Contract** Purchase Date, or if the information provided by **You**, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- L. For **Breakdowns** that occur and/or repairs made outside of the United States of America and Canada.
- M. For repair, **Diagnostic** and/or **Teardown** procedures that are not listed, or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.

## **24-HOUR ROADSIDE ASSISTANCE SERVICES, CALL 1-866-367-0797**

Please note, these services are provided independent of this Vehicle Service **Contract**. 24-hour Roadside Assistance Services are provided by Nation Safe Drivers, 800 Yamato Rd. Suite 100, Boca Raton, Florida 33431.

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. **You** will receive 15 miles of towing at no cost, any additional mileage will be **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 1-866-367-0797. **You** will be required to give the representative assisting **You** the following information: Producer Code – 89671, **Your Vehicle Service Contract** Number on **Your Registration Page** and **Your** plan letter which is B.

### **Coverage**

One service is available per 72 hour period.

Services Available to **You** at no cost are:

- Tow up to 15 miles
- Battery Jump Start

- Flat Tire change
- Fuel Delivery (**You** are responsible for the actual cost of delivered materials)
- Locksmith

### **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.

## Reimbursable Costs

- Towing \$100
- All other services listed \$50

**Hotel and Motel Discounts** – Nation Safe Drivers has partnered with Hotels.com to offer hotel discounts to **You**. In order to access the discounts while traveling **You** may dial toll-free (800) 916-1439 and use discount code 136142. Same day reservations are taken until 8:00 p.m. local time. **You** may access the discounts online at [www.preferredmembers.com](http://www.preferredmembers.com) and select TRAVEL. When **You** book online or through the toll-free number **You** may send us **Your** hotel stay receipts and receive a 5% cash back rebate. Please send **Your** receipts to:

Nation Safe Drivers  
800 Yamato Rd., Suite 100  
Boca Raton, FL 33431  
Attn: Hotel Rebates Dept.

**Rental Car and Airfare** – **You** may visit [www.preferredmembers.com](http://www.preferredmembers.com) and select TRAVEL to take advantage of our online car rental and airfare packages.

**You** must send **Your** original receipted roadside bills along with a completed claim form to:

Nation Safe Drivers  
800 Yamato Rd., Suite 100  
Boca Raton, Florida 33431  
Attn: Claims

Claim forms may be obtained online at [www.nsdclaims.com](http://www.nsdclaims.com) or by calling toll-free 1-800-338-2680.

## ARBITRATION PROVISION

**READ THE FOLLOWING ARBITRATION PROVISION (“PROVISION”) CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

As used in this provision, “You” and “Your” means the person or persons named in this **Contract**, and all of his/her heirs, survivors, assigns and representatives. And “We” and “Us” shall mean the Obligor identified on the **Registration Page** and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees and employees of any of the foregoing entities.

Any and all claims disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this **Contract** or any prior Contract, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement (“Claim”), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association (“AAA”) in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the claim is filed. The terms of this Provision shall control any inconsistency between the AAA’s Rules and this Provision. You may obtain a copy of the AAA’s rules by calling (800) 778-7879. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § et seq.

**If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision.**

This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provisions shall continue in force and effect subsequent to and notwithstanding the expiration of termination of this **Contract**.

# MEPCO FINANCE CORPORATION PAYMENT PLAN AGREEMENT

River Center – Suite 375 800-397-6767  
 111 North Canal Street fax 312-853-0535  
 Chicago, IL 60606 www.mepco.com

Contract Number

1420324055

<b>PURCHASER</b>	Name <b>JOHN Q. ADAMS</b>		
	Address <b>4333 DUNWOODY PARK UNIT # 2106 ATLANTA GA 30338</b>		
	Phone <b>(706) 832-1535</b>	Email	
<b>SELLER</b>	Name <b>FIDELITY AUTOMOTIVE SOLUTIONS</b>		Seller ID <b>730891</b>
	Address <b>1625 S. CONGRESS AVE DELRAY BEACH FL 33445</b>		Phone <b>877-739-4802</b>
<b>VEHICLE</b>	Year <b>2005</b>	Make <b>NISSAN</b>	Model <b>MAXIMA</b>
	Vehicle Identification Number (VIN) <b>1N4BA41E65C801745</b>		Class <b>1</b>
			Odometer <b>124,334</b>
	Contract Purchase Date <b>03/26/2010</b>	Contract Term (in months) <b>60</b>	Coverage Mileage <b>100,000</b>

This Payment Plan Agreement (this "Agreement") is by and between Purchaser (as shown above) and Seller, on behalf of and as agent for the administrator ("Administrator") of the vehicle service contract listed above ("VSC") and is entered into as of the date of execution by Administrator as set forth below. Purchaser wishes to purchase the VSC issued by Administrator and sold by the Seller as listed above, as to the vehicle described as follows (the "Vehicle").

The amount to be financed and paid pursuant to the Program is calculated as follows:

a	Price (not including taxes on sale)	\$2570
b	Taxes on Sale	\$ 0.00
c	Total Sale Price (a + b)	\$2570
d	Down Payment (minimum 10%)	\$295.00
e	Amount Financed (c - d)	\$2275.00

TRUTH IN LENDING ACT DISCLOSURES	
The Federal Truth in Lending Act requires the following disclosures be made to Purchaser:	
<b>ANNUAL PERCENTAGE RATE</b> <i>(the cost of the credit to Purchaser at a yearly rate)</i>	0.00%
<b>FINANCE CHARGE</b> <i>(the dollar amount the credit will cost Purchaser)</i>	\$0.00
<b>AMOUNT FINANCED</b> <i>(amount of credit provided to Purchaser or on Purchaser's behalf) (e)</i>	\$2275.00
<b>TOTAL OF PAYMENTS</b> <i>(amount Purchaser will have paid after Purchaser has made all payments as scheduled) (c)</i>	\$2570
<b>TOTAL SALE PRICE</b> <i>(total cost of Purchaser's purchase on credit (c), including the down payment of \$ 175.00) (d)</i>	\$2570

Purchaser's payment schedule shall be as follows:

NUMBER OF TOTAL PAYMENTS	AMOUNT OF EACH PAYMENT	PAYMENT DATE Monthly starting on
18	\$126.39	04/26/2010

In consideration of Purchaser being afforded the opportunity to pay for the VSC under the installment payment program, the Purchaser and Administrator acknowledge and agree as follows: Purchaser has paid to Seller for its account in cash the down payment disclosed under "Payment Plan Terms"

## Monthly Payments

Unless MEPCO shall previously have received a Monthly Bill Termination Notice, Credit Card Payment Termination Notice or Checking Account Direct Debit Termination Notice, and unless prohibited by applicable law, (i) a late payment fee may be imposed in the amount of the lesser of 5% of the late payment or \$5.00 in respect of any payment not received by MEPCO within five days of the scheduled Payment Date therefore (the "Late Charge"), and (ii) Mepco is authorized by Purchaser (without notice thereof to Purchaser) to direct Administrator or Seller to cancel Purchaser's VSC if any payment has not been received by MEPCO within 30 days of the scheduled Payment Date, as provided in the "Payment Plan Terms" above.

Seller and Purchaser represent to Administrator and MEPCO that Purchaser's decision to purchase the VSC from Seller under the payment program did not result in Seller charging Purchaser a different Total Sales Price for the VSC or for the Vehicle than Purchaser would have paid if Purchaser had decided instead to pay the purchase price of the VSC in full at the time this Agreement was executed.

The content and format of this Agreement have been adopted to provide Purchaser with important information in a clear and familiar form, and their use does not imply that any particular federal or state law relating to lending or installment sales is applicable to this Agreement or the transaction it contemplates.

## **ADDITIONAL PROVISIONS**

**PROMISE TO PAY:** In consideration of the sale of the VSC to Purchaser, Purchaser promises to pay to Administrator the Balance of Sales Price and all Applicable Charges shown under Payment Plan Terms, according to the provisions of this Agreement. Purchaser shall not have any right to reduce any amounts owed to Administrator pursuant to this Agreement for any reason whatsoever.

**CANCELLATION:** Purchaser has the right to cancel this Agreement. Purchaser may cancel this agreement at any time by (i) electing not to make the next payment due pursuant to this Agreement, or (ii) sending MEPCO a Monthly Bill Termination Notice, Credit Card Payment Termination Notice or Checking Account Direct Debit Termination Notice. In the event that (i) Purchaser elects not to make the next payment due pursuant to this Agreement or (ii) MEPCO receives a Monthly Bill Termination Notice, Credit Card Payment Termination Notice or Checking Account Direct Debit Termination Notice within 5 business days of the next scheduled Payment Date, as provided in the Payment Plan Terms on the reverse side, MEPCO may cancel the VSC and this Agreement for nonpayment. After the effective date of Cancellation, Purchaser shall have no further liability to MEPCO.

**POWER OF ATTORNEY:** Following any default hereunder, Purchaser hereby irrevocably appoints each of Administrator and MEPCO as its true and lawful attorney-in-fact until all amounts payable hereunder are paid in full. Each of Administrator and MEPCO shall have full power under this power of attorney to (i) cancel the VSC, (ii) receive, demand, collect or sue for any amounts relating to the VSC, (iii) endorse or execute, in Purchaser's name, all checks issued and all other documents or instruments relating to the VSC, and (iv) take such other actions as are reasonably necessary to further the purposes of this Agreement.

**APPLICABLE CHARGES:** Late Charge: If any payment due hereunder is more than five days late, and except as prohibited by applicable law, Purchaser agrees to pay Administrator the Late Charge. Nothing herein shall be considered to waive any default hereunder or to grant any grace period with respect to any default for failure to make any payment on the Payment Date. Notwithstanding anything herein to the contrary, in the event that any scheduled payment is not made on or before the Payment Date, MEPCO may, in its sole discretion, cancel the VSC and this Agreement at any time for nonpayment. NSF Payment Charge: Except as prohibited by applicable law, Purchaser agrees to pay to MEPCO (i) a fee of \$20 for each check or each debit that is dishonored by Purchaser's bank, and (ii) a fee of \$20 for each credit card chargeback. Purchaser consents to the payment of all of the Applicable Charges in accordance with the Payment Option selected on page 1 hereof.

**DEFAULT PAYMENT OPTION:** In the event that Purchaser fails to select a Payment Option on page 1 hereof, Purchaser shall be deemed to have selected Payment Option 3.

**PREPAYMENT:** Purchaser shall have the right to prepay the entire unpaid Balance of Sales Price at anytime, without penalty or discount.

**DEFAULT:** If (i) Purchaser fails to make any payment due hereunder or comply with any other provision hereof, (ii) Purchaser defaults under any other agreement with Administrator, (iii) Administrator reasonably believes that Purchaser may not honor its obligations hereunder, (iv) Purchaser becomes the subject of any voluntary or involuntary bankruptcy proceedings, (v) Purchaser has a receiver or trustee appointed for it or its property, or (vi) Purchaser makes an assignment for the benefit of its creditors or admits in writing that it is unable to pay its debts as they become due, an Event of Default shall be deemed to have occurred. Upon the occurrence of an Event of Default, the Balance of Sales Price and all Applicable Charges payable hereunder shall, at the option of Administrator, become immediately due and payable and, if not paid within five days after such Event of Default, Administrator shall have the right to cancel the VSC as of the last day of the calendar month in which the Event of Default occurred. Upon such cancellation, Purchaser shall have no further liability to MEPCO from and after the date of such cancellation.

**ADMINISTRATOR'S RIGHTS:** Administrator may take any action to enforce Administrator's rights hereunder in accordance with applicable law. Administrator shall be entitled to reasonable attorney's fees and expenses incurred in enforcing its rights or collecting any amounts due hereunder.

**RELEASE:** Purchaser hereby releases and discharges Administrator and MEPCO from any liability for damages with respect to any action taken following an Event of Default by Purchaser and shall indemnify and hold Administrator and MEPCO harmless from any liabilities, claims, damages or causes of action in connection with any such action by Administrator or MEPCO.

**PAYMENTS AFTER CANCELLATION:** Any payment made by Purchaser after the effective date of cancellation (or after a notice of cancellation is mailed to Purchaser) will not result in a reinstatement of the VSC but will be applied to Purchaser's outstanding obligations, if any, under this Agreement. Neither the acceptance nor the application of any such payments shall constitute an undertaking by Administrator or MEPCO to take steps to attempt to reinstate such VSC or constitute a waiver of any Event of Default hereunder. Notwithstanding any cancellation of any VSC, Purchaser shall remain liable under this Agreement until Administrator is in receipt of the full amount payable hereunder through the date of cancellation, including any portion of the Balance of Sales price and all Applicable Charges.

**ACCEPTANCE, RATIFICATION, ACCURACY:** This Agreement shall be effective upon the mailing, to Purchaser, by Administrator of its acceptance of this Agreement. Purchaser agrees that Administrator shall have the authority to revise this Agreement to

insert any provision omitted (including but not limited to the due date of the first installment) upon written notice to Purchaser, by Administrator as agreed upon in writing by Purchaser and Administrator. In addition, if the total payments due hereunder are increased due to warranty underwriting considerations, Administrator shall have the right, upon receipt of Purchaser's written authorization, to revise dollar amounts on the face of this Agreement. Any change by Purchaser (by way of deletion, modification, supplementation or otherwise) to the preprinted portion of this Agreement shall render the Agreement voidable, at Administrator's option.

**ASSIGNMENTS:** Administrator may, with or without notice to Purchaser, assign or pledge its rights, title and interest in, to and under this Agreement and the power of attorney herein described. Upon written notice from any such assignee, Purchaser shall make all payments to such assignee without defense, offset or counterclaim.

**WAIVERS, REMEDIES, ENTIRE AGREEMENT:** Administrator's failure to require strict performance of any provision hereof or to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any future right under such provision, but the provision shall continue and remain in full force and effect. The exercise of any rights or remedies by Administrator under this Agreement is cumulative and shall not preclude Administrator from exercising any other right or remedy it may have hereunder or at law. Each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law. If any provision hereof is held to be unenforceable or invalid under applicable law, the unenforceability or invalidity of such provision shall not impair the validity or enforceability of the remaining provisions hereof.

**GOVERNING LAW:** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without regard to applicable conflict of law principles. To the fullest extent permitted by law, Purchaser hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Agreement or the VSC.

**MANDATORY ARBITRATION:** Administrator, Seller, MEPCO and Purchaser mutually agree that (i) any one of them has the right to elect to resolve by binding arbitration: any claim, dispute or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, common law, intentional tort, and equitable claims) arising from or relating to this Agreement or the VSC; (ii) if arbitration is chosen, it will be conducted with the American Arbitration Association (the "AAA") pursuant to the AAA's Commercial Arbitration Rules; (iii) THERE SHALL BE NO AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS; (iv) AN ARBITRATION CAN ONLY DECIDE ADMINISTRATOR'S, SELLER'S, MEPCO'S OR PURCHASER'S CLAIM[S] AND MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS WHO MAY HAVE SIMILAR CLAIMS; (v) ANY SUCH ARBITRATION HEARING WILL TAKE PLACE IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS; (vi) Purchaser hereby waives any objection which it may now or hereafter have based on venue and/or forum non convenes of any such arbitration; and (vii) this Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act.

**GOVERNING LAW AND VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without regard to applicable conflict of law principles. To the fullest extent permitted by law, Purchaser hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Agreement or the VSC. Subject to the provision regarding Mandatory Arbitration, any legal suit, action or proceeding against Administrator, MEPCO or Seller arising out of or relating to the Agreement or the VSC may only be instituted in Federal or State Court in the City of Chicago, County of Cook, State of Illinois. Purchaser hereby waives any objection which it may now or hereafter have based on venue and/or forum non convenes of any such suit, action or proceeding and Purchaser hereby irrevocably submits to the jurisdiction of any such court in any such suit.

**WAIVER OF JURY DEMAND: PURCHASER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, THE VSC OR ANY OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY PURCHASER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. MEPCO IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY PURCHASER.**