

CONTRACT NUMBER



**EB ENHANCED POWERTRAIN**

**PURCHASER INFORMATION**

PURCHASER NAME	AREA CODE AND TELEPHONE NUMBER
STREET ADDRESS	CITY, STATE, AND ZIP CODE

**VEHICLE INFORMATION**

VEHICLE IDENTIFICATION NUMBER (VIN)	VEHICLE ODOMETER READING AT TIME OF CONTRACT SALE
YEAR, MAKE, AND MODEL	RATE CLASS

**SELLING COMPANY AND FINANCE COMPANY INFORMATION**

SELLING COMPANY NAME	SELLING COMPANY ADDRESS	SELLING COMPANY TELEPHONE NUMBER
FINANCE COMPANY	FINANCE COMPANY ADDRESS	

**OBLIGOR**

MFS of Washington Inc. 2248 Central Dr Ste 107-225 Bedford, Texas 76021-5843. 1-888-994-0914. The Obligor's performance under this Contract is insured by an insurance policy issued by Continental Indemnity Company 10825 Old Mill Road, Omaha, NE 68154 (877)234-4420. If a Covered Repair is not paid within sixty (60) days after proof of loss has been filed, or if the provider becomes insolvent or otherwise financially impaired, You may file a claim with Continental Indemnity Company at the address listed above.

**CONTRACT INFORMATION**

COVERAGE	DEDUCTIBLE PER VISIT \$100	TERM MONTHS 1 Month	EXPIRATION MILEAGE	INITIAL PAYMENT DATE OF EACH MONTH
NOTES				CONTRACT MONTHLY PAYMENT \$

**AGREEMENT PERIOD**

Terms for coverage are measured from the Contract sale date and the Vehicle odometer mileage reading at the time of sale. **THIS SERVICE CONTRACT HAS A WAITING PERIOD OF ONE MONTH AND 1,000 MILES.** During this waiting period, only the benefits listed under "TOWING BENEFIT/ROADSIDE SERVICE" will apply. Any breakdown that occurs during this waiting period will not be covered. This one month and 1,000 miles will be added to the end of the term listed above. This Contract renewal term will be in effect if Contract is renewed and Renewal Payment has been received.

**AUTHORIZATION FOR CREDIT CARD PAYMENT**

Purchaser hereby authorizes Everything Breaks Inc. on behalf of Administrator to make recurring monthly charges to Purchaser's credit card account listed below in the amounts and on the dates disclosed under the Payment Processing Terms until such time as Everything Breaks Inc. has received a notice to cease payments from Purchaser, Seller, or Administrator in time to allow reasonable opportunity to act on it.

CREDIT CARD NUMBER	EXPIRATION DATE (MM/YY)	TYPE OF CARD (MC, VISA, AMEX ,DISCOVER)
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I authorize charges to my credit card account as provided at time of Contract purchase or at time of payment method revision for the payment of recurring monthly charges in accordance with this notice. In the event that my credit card expires or becomes invalid, I authorize Everything Breaks Inc. to continue to process payments by providing what it reasonably believes to be accurate or corrected billing information. I agree to the foregoing as a convenience and waive any liability against Everything Breaks Inc. in connection with or related to the foregoing.

<http://www.mfsofwashington.com/>

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PLEASE CALL 1-888-994-0914 FOR AUTHORIZATION AND INSTRUCTIONS.**

**RECURRING BILLING:** The Contract will automatically renew unless Purchaser voluntarily or involuntarily fails to make any Monthly Payment (as defined above under Payment Processing Terms) in full. Purchaser authorizes Administrator through **Everything Breaks Inc.** to charge the Monthly Payment. Other applicable charges may apply as shown under Payment Processing Terms and the following paragraph (“Applicable Charges”). Purchaser acknowledges that the amount billed based on stated monthly payment and applicable late fees may vary month to month for reasons that may include differing amounts due to Applicable Charges. Month to month contracts are subject to change.

**APPLICABLE CHARGES:** If any payment due hereunder is not received within 10 days of the scheduled Initial Payment Date or Monthly Payment Date, as applicable (each, a “Payment Date”), and except as prohibited by applicable laws, Purchaser agrees to pay **Everything Breaks Inc.** a late payment fee in the amount lesser of 5% of the late payment or \$5.00 (the “Late Charge”).

**PURCHASER SHALL HAVE THE RIGHT, AT ANY TIME, TO CEASE PAYMENTS OF AMOUNTS DUE HEREUNDER BY WAY OF NONPAYMENT. IF PURCHASER FAILS TO MAKE ANY PAYMENT WHEN DUE, PURCHASER’S CONTRACT WILL DEFAULT.** Any payment made by Purchaser after the effective date of default will not result in an automatic reinstatement of the Contract. In the event of Contract default, Purchaser should contact the Seller or Administrator for any refunds for which Purchaser may be entitled.

This Notice sets forth the terms and conditions of the Program agreed to by Purchaser by phone or other electronic means. This Notice shall be effective and will be provided at time of Contract fulfillment. Purchaser agrees that he/she has had the opportunity to review, accept, and correct any errors contained in this Notice. Purchaser affirms he/she will further review this Notice and correct any errors contained herein by contacting **Everything Breaks Inc.** or Seller within 30 days of the date listed below. The personal information regarding Purchaser that is provided by Purchaser in connection with this Notice will not be used or shared with any other party other than for the purpose of the services provided in this Notice and the Contract and as required or permitted by applicable law.

Purchaser agrees that **Everything Breaks Inc.** and Administrator upon 60 day written notice to Purchaser may increase Monthly Payment amounts. In addition, if the Monthly Payments due hereunder are increased due to underwriting considerations, **Everything Breaks Inc.** shall have the right, upon receipt of Purchaser’s written authorization, to revise dollar amounts on the face of this Notice. Any change by Purchaser (by way of deletion, modification, supplementation, or otherwise), to the preprinted portion of this my render the Contract void at Administrator’s or **Everything Breaks Inc.’s** option.

**Everything Breaks Inc.** may, with or without notice to Purchaser, assign or pledge its rights, title, and interest in, to and under this Notice 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. Purchaser hereby releases and discharges **Everything Breaks Inc.** from any liability for damages with respect to any action taken following a default in payment of performance by Purchaser hereunder and shall indemnify and hold **Everything Breaks Inc.** harmless from any liabilities, claims, damages, or causes of action in connection with any such action by **Everything Breaks Inc.**

## **OTHER BENEFITS**

**RENTAL CAR REIMBURSEMENT:** If **Your Vehicle** sustains a **Failure** resulting in a **Covered Repair**, then **You** may qualify for rental car reimbursement for up to \$30 per day, with a 5 day maximum, not to exceed \$150 per occurrence. The VEHICLE must be retained overnight at the REPAIR FACILITY in order to qualify for rental coverage. Rental coverage is contingent on the labor time required to replace/repair **Covered Components** authorized by the Administrator. The Administrator will use factory labor times or industry recognized flat-rate manuals to determine the required repair time. However, this time excludes the downtime waiting for parts or other delays beyond the control of the **Licensed Repair Facility** or the Administrator. The labor time necessary for rental reimbursement is as follows: 1 to 8 hours = 1 day; 8.1 to 16 hours = 2 days; 16.1 to 24 hours = 3 days; etc. Your rental car benefits will not continue beyond the day the repairs are completed and You are notified of completion. All vehicles must be rented from a licensed auto rental facility.

**TRIP INTERRUPTION:** If **You** are more than 100 miles from **Your** home and **Your Vehicle** is in need of **Emergency Repairs**, then **You** may qualify for Trip Interruption benefits that include lodging and meal reimbursement for up to \$75 per day, with a 3 day maximum, not to exceed \$225 per occurrence. This benefit applies when a **Licensed Repair Facility** must keep **Your Vehicle** overnight to repair **Your Vehicle**, but it does not extend beyond the day the repairs are completed. For lodging and meal reimbursement, please save all receipts and contact the Administrator for instructions. Receipts must be legible and verifiable. Handwritten receipts will not be accepted. The Trip Interruption benefit is only available where allowed by law.

**EMERGENCY ROADSIDE ASSISTANCE** is available throughout the United States and Canada, twenty-four (24) hours a day, three hundred sixty-five (365) days a year. **Your** Emergency Roadside Assistance benefit becomes active after a 30 day and 1,000-mile waiting period following the Effective Date of this contract. When arranging for 24-Hour Roadside Assistance please call 888-994-0914. **You** will be required to give the representative assisting **You** the following information: Contract Number (located on the front right-hand corner of **Your** Registration Page) or VIN of the **Registered Vehicle**. **You** will not be required to pay any additional fee or sum in addition to the contract fee when **Your** service is for a tow or a covered service listed below of up to one hundred dollars (\$100). **You** are entitled to one (1) free service within a seventy-two (72) hour period. **Important:** Please be with **Your** Vehicle when the service provider arrives, as they cannot service an unattended vehicle. Service provided must be a covered benefit under the terms and conditions described. **Please note:** Coverage is extended to the **Registered Vehicle** only.

- **Towing:** Up to one hundred dollars (\$100) at no out of pocket expense to **You**. Additional mileage is to be paid by **You** directly to the service provider at the time of service.
- **Battery Service:** Jumpstart or boost a dead battery. EV charging is excluded.

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- **Delivery Service:** Including gasoline, water, oil, or any supplies necessary to send the **Vehicle** on its way. **You** are responsible for the actual cost of fluid and/or supplies delivered.
- **Tire Service:** If **You** get a flat tire, **Your Vehicle's** spare tire will be installed, as long as it's inflated and serviceable.
- **Lockout Services:** **We** will send a locksmith if **You** are accidentally locked out of the Vehicle. Access to passenger compartment only.

**Reimbursement:** This is not a reimbursement program. **You** must contact **Us** first to dispatch services. In the event **Your Registered Vehicle** is disabled and Nation Motor Club, LLC. was unable to fulfill its obligations for any of the above covered services, and **You** contracted for a covered service on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. **You** must send **Your** original receipted roadside bills along with a completed claim form to: Nation Safe Drivers at 5600 Broken Sound Boulevard NW, Boca Raton, FL 33487, Attn: Claims. Claim forms may be obtained online at [www.nsdclaims.com](http://www.nsdclaims.com) or by calling toll-free 1-888-684-9327. ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN NATION MOTOR CLUB, LLC. WITHOUT PRIOR AUTHORIZATION IS NOT COVERED AND IS NOT REIMBURSABLE.

All 24-Hour Roadside Assistance services and benefits are administered by Nation Motor Club, LLC dba Nation Safe Drivers located at 5600 Broken Sound Boulevard NW, Boca Raton, FL 33487.

In California, all roadside services and benefits are administered by Nation Motor Club, LLC located 5600 Broken Sound Boulevard NW, Boca Raton, FL 33487. Motor Club Permit Number: 5157-3.

In Alabama, Alaska, Utah, and Virginia: All services and benefits are Administered through Nation Safe Drivers, Services, Inc. located at 5600 Broken Sound Boulevard NW, Boca Raton, FL 33487.

<http://www.mfsofwashington.com/>

### OTHER IMPORTANT INFORMATION

THIS **CONTRACT** IS NOT AN INSURANCE POLICY; IT IS A **SERVICE CONTRACT** BETWEEN **YOU** AND THE **OBLIGOR**. ANY CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS **CONTRACT** IS INVALID AND OF NO FORCE OR EFFECT. IF ANY INFORMATION ON THIS **CONTRACT** IS IN ERROR, CONTACT THE **SELLING COMPANY** OR **ADMINISTRATOR** IMMEDIATELY. PURCHASE OF THIS **CONTRACT** IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR TO OBTAIN VEHICLE FINANCING. **THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS**

You should read this Agreement carefully. It contains the entire agreement between You and Us. It takes precedence over any other written or oral statements made to You with respect to this Agreement. This is a service agreement, not a warranty. Provisions concerning Your responsibilities, including routine maintenance, are listed in Section A. Maintenance and Records. Review the "Special State Requirements and Disclosures" section for any rights, privileges and conditions that govern this Agreement in Your state. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect.

**WA Residents Only:**

\_\_\_\_\_ By initialing this box, I acknowledge that I have reviewed the **Term/Mileage limits**, and the **Implied Warranty** and **Cancellation** sections of the WA State Disclosure. Additionally, I have reviewed the **Coverages, Maintenance and Records** requirements, as well as **What Is Not Covered**

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## A. MAINTENANCE AND RECORDS

To obtain the benefits provided by this **Service Contract**, **You** are required to provide maintenance to **Covered Components** at a **Licensed Repair Facility** in accordance with what is recommended by the manufacturer of **Your Vehicle**. Proper documentation and verifiable receipts, from the original purchase date of your vehicle, for all maintenance and repairs may be required in the event of a claim. Receipts must reflect proper **Vehicle** documentation (i.e. year, make, and model), complete **Vehicle** Identification Number, and the current mileage of the **Vehicle**. Handwritten receipts will not be accepted. Services must be performed at a licensed repair facility that **YOU**, the contract holder, does not own or operate. Failure to provide proof of required maintenance may result in denial of coverage. The minimum requirement on oil and filter changes is every six (6) months or 5,000 miles, whichever comes first if the manufacturer has an indicator-based schedule, and **You** must follow the maintenance schedules in accordance with **Your Vehicle's** manufacturer recommendations. In addition, **YOU** must maintain all other covered components (transmission flushes, lubrication, software updates and reprogramming, timing belt/chain, filters, etc.) Severe maintenance schedule may need to be followed if conditions apply as outlined in the **VEHICLE** owner's manual.

## B. WHAT IS COVERED

Only those items listed under the "Enhanced Powertrain Coverage" heading in this section are covered, subject to the terms and conditions of this **Contract**, and in accordance with the coverage, options, and surcharges indicated on the first page of this **Contract**.

### Enhanced Powertrain Coverage

**Covered Components** are categorized by related vehicle systems if a **Covered Component Fails** during the term of this **Contract**, the **Administrator** will pay for the repair or replacement of the **Covered Component**, subject to the terms and conditions herein.

**ENGINE COMPONENTS:** Cylinder Block and Cylinder Heads (only if damaged by internally lubricated parts); all internal **Lubricated Parts** of the Engine; Harmonic Balancer; Timing Gear; Timing Chain; Timing Belt and Water Pump. All internally lubricated parts of the Original Equipment Manufacturer (OEM) turbo/twin turbo/supercharger. The turbo/twin turbo/supercharger case is not covered.

**TRANSMISSION COMPONENTS:** Transmission Case (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Transmission; Torque Converter; Flywheel/Flex Plate and Vacuum Modulator.

**TRANSFER CASE COMPONENTS:** Transfer Case (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Transfer Case.

**DRIVE AXLE COMPONENTS:** Drive Axle Housing (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Drive Axle; Drive Shafts; Universal Joints; Constant Velocity Joints; Locking Hubs.

**AC/HEATING COMPONENTS** (OEM or DEALER INSTALLED ONLY): Condenser; Compressor; Compressor Clutch; Evaporator; Accumulator Dryer; Expansion Valve; Condenser Fan; and Condenser Fan Motor.

**COOLING COMPONENTS:** **Water Pump; Radiator; Cooling Fan; Cooling Fan Motor; Fan Clutch; and Coolant Recovery Tank.**

**FUEL SYSTEM COMPONENTS:** Fuel Delivery Pump; Fuel Injection Pump; Fuel Injectors; Fuel Tank, Metal Fuel Lines; Fuel Pressure Regulator; Fuel Sending Unit; Fuel Gauge; Air Control Valve; Oxygen Sensors; MAF Sensor; Camshaft/Crankshaft Sensors; Electronic Fuel Injection Computer/Module.

**ELECTRICAL COMPONENTS:** Alternator/Generator, A/C Blower Motor, Starter Motor; Starter Solenoid; Starter Drive; Horns; Windshield Wiper Motor; Windshield Washer Pump; Power Antenna Motor; Power Window Motors; Window Regulators; Power Door Lock Actuators; Power Trunk Release; and all Manually Operated Switches.

**SEALS AND GASKETS:** If you selected and paid the Seals and Gaskets surcharge as indicated on the first page of this Contract and **Your Vehicle** has less than 125,000 miles at the time this **Contract is sold**, leaking seals and gaskets on any **Covered Components** listed above will be covered, subject to the terms and conditions herein. Minor loss of fluid or seepage is considered normal and is not considered a **Mechanical Breakdown**.

**HYBRID COMPONENTS:** Hybrid Transaxle, Electronic Transmission, Inverter, Generator(s), and Electronic Display Monitor.

## C. LIMITS OF LIABILITY

For all repairs or replacements, **Our** liability per repair visit, under any circumstances, will not exceed the current NADA value based on the current condition at the time of breakdown or the total aggregate Limit of Liability, whichever is less. The total of all benefits paid or payable under this **Contract** will not exceed the price paid for the **Vehicle** (excluding tax, title, and license fees) by the original purchaser of this **Service Contract** or \$12,500.00, whichever is less. A copy of the **Vehicle** Bill of Sale may be requested for verification. **Our** liability for incidental and consequential damages including, but not limited to personal injury, physical damage, property damage, loss of **Vehicle** use, loss of time, inconvenience and commercial loss resulting from the operation, repair, maintenance, or use of this **Vehicle** is expressly excluded. Claims paid will compound month to month and will be applied to the above Limits of Liability.]

## D. WHAT IS NOT COVERED

In accordance with the coverage indicated on the front page of this **Service Contract**, any part not specifically listed under the

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“WHAT IS COVERED” section is not covered. In addition, this Service Contract does not cover the items under the “Enhanced Powertrain Coverage” headings listed in this section

### **Enhanced Powertrain Coverage**

1. Any repair that has not received prior authorization from the Administrator. This exclusion does not apply to Emergency Repairs.
2. The repair or replacement of any motor vehicle component that was not properly operating in accordance with manufacturer’s specifications at the time this Service Contract was sold (i.e. pre-existing conditions).
3. Any Vehicle with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, fire, or gray market) or has been deemed a total loss by an insurance entity.
4. Any Vehicle that has been repurchased by or had its price renegotiated with the manufacturer. Any Vehicle that has had the manufacturer’s warranty revoked, voided, or cancelled; or any Vehicle that never came with a manufacturer’s warranty.
5. The repair, modification, or replacement of any component that has not Failed, as defined by this Contract.
6. The repair, retrofit, or replacement of any component required for compliance by any local, state, or federal law or legislation.
7. The gradual reduction in component performance through normal or excessive usage. The repair or replacement of engine valves, valve guides, valve seals, and/or piston rings is not covered if the purpose of such repair(s) is simply to raise the compression of the engine, increase performance, or to reach acceptable oil consumption/burning.
8. 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, all frame or suspension modifications, lift/lowering kits, 5th wheel, the use of oversized tires or any tire that is not recommended by the original manufacturer or 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.
9. Any Mechanical Breakdown covered by an insurance entity or any component with a warranty or “repairer’s guarantee” through a repair facility or 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 drive train, major component or full coverage warranties, or a repairer’s guarantee/warranty (regardless of 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. Additionally, if an insurance entity, the manufacturer, or Licensed Repair Facility notifies You that they will monetarily participate in a repair that has been authorized and paid by Us, then We will exercise Our right to recover the respective amount.
10. Any Vehicle with an odometer that has been tampered with, altered, disconnected, or not maintained in working order. You may be required to provide an odometer statement at the time of sale of this Service Contract.
11. Any Mechanical Breakdown or Failure caused by (a) normal or excessive wear and tear; (b) Your failure to provide the proper maintenance to the failed part or parts; (c) overheating, regardless of the cause of overheating; (d) incorrect, contaminated, or inadequate amounts of coolant, lubricants, or fluids; (e) accidental loss or damage, impact, collision or upset, falling missiles or objects, rust, corrosion, fire, theft, larceny, explosion, lightning, earthquake, wind storm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion; or (f) DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED VEHICLE.
12. Cosmetic damage or cosmetic related repairs (e.g. scratches, nicks, dents, or tears).
13. Body components or repairs related to the body of the Vehicle (e.g. bumpers, lenses, glass, paint, convertible or vinyl tops, sheet metal, outside ornamentation, frame or structural body parts, air or water leaks, wind noise, weather strips, squeaks or rattles, trim, upholstery, carpet, or mats).
14. Navigational systems.
15. The following, unless required in conjunction with a Covered Repair: upgrades, adjustments, alignments, oil, fluids, greases, lubricants, or refrigerant.
16. Maintenance services and parts described in the manufacturer’s maintenance schedule for Your Vehicle. NOTE: During the term of this Service Contract, it may become necessary to (a) replace spark/glow plugs and wires, emission control valves, timing belts, drive belts, distributor caps and rotors, and filters; (b) adjust belts, ignition, transmission bands, or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; and (d) maintain or replace items not specifically covered under this Service Contract. These aforementioned services and replacements are required because of normal wear and usage—they are Your responsibility. Costs for these services and parts are not covered by this Service Contract.
17. Any expenses associated with shop supplies, materials charges (i.e. miscellaneous items not directly associated with a Covered Repair), hazardous waste charges, diagnosis time (where a Covered Mechanical Breakdown has not occurred), freight charges, or storage charges.

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18. Vehicles used for commercial towing, dump or refuse collection, hauling or towing loads weighing in excess of vehicle manufacturer's specifications, taxi, livery, shuttle, rental, construction, racing or competitive driving, emergency services, or Vehicles equipped with a snow plow.
19. Business Use Vehicles including UBER and LYFT.
20. Vehicles operated by more than one person or vehicles using multiple drivers over a period of time due to shift work.
21. The repair or replacement of the following: (a) batteries and battery cables, including batteries and battery cables for Hybrid vehicles; (b) exhaust system components and catalytic converters; (c) shock absorbers; (d) fasteners, nuts, bolts, clips, screws; (e) fuses and bulbs; (f) safety restraint systems (including air bags); (g) brake linings, rotors, and drums; (h) sealed beams and LED or HID lamps; headlamp and taillamp assemblies; (i) wiper blades, hoses, molded rubber, and rubber-like items; (j) clutch disc and linings, clutch pressure plate, clutch throw-out bearings, pilot bearings; (k) bent shift forks, stretched timing chains; and (l) cellular phones.
22. Any losses resulting from delays, labor strikes, loss of time, inconvenience, or other causes beyond the control of the Administrator or Licensed Repair Facility.
23. The repair or replacement of any Covered Component that has been damaged by a non-Covered Component or from an improper repair.
24. The repair or replacement of any non-Covered Component damaged as a result of the Failure of a Covered Component.
25. Vehicles registered or needing repairs or replacements outside of the contiguous United States, Alaska, or Hawaii.
26. Convertible top assemblies; television/VCR/DVD players; game centers; cumulative repair or replacement costs during the term of this Contract; audio/video equipment and audio/video accessories; all touch screen and/or voice activated accessories, including related display screens and heads up displays on windshields; electronic transmitting/receiving devices; voice recognition systems; remote control consoles; security systems; and radar detection devices.
27. Any component or part of a component that enables a Vehicle to be propelled by any source of power other than gasoline, diesel fuel, or E85 ethanol. In addition, components belonging solely to any of the following (unless otherwise stated in this document): Hybrid Vehicles, Plug-in Hybrid Vehicles, Electric Vehicles, Extended-Range Electric Vehicles, or Hydrogen-Powered Vehicles. The Hybrid Battery is not covered in any instance.
28. All emission components.
29. All Nissan CVT Transmissions regardless of model or year of manufacture.
30. Any Vehicles over 20 years of age at the time of contract purchase.

#### **E. WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN**

1. Take immediate action to prevent further damage to **Your Vehicle**. Any damage resulting from continued operation of an impaired **Vehicle** will constitute failure to protect **Your Vehicle** and will not be covered under this **Service Contract**.
2. **You** may deliver **Your Vehicle** to the **Licensed Repair Facility** of **Your** choice. However, authorization must be obtained from the **Administrator** prior to any repair.
3. Present this **Contract** to the **Licensed Repair Facility**. The **Administrator** may also require **You** to provide the **Licensed Repair Facility** with proof of all relevant maintenance as expressed under "MAINTENANCE AND RECORDS".
4. Ensure that the **Licensed Repair Facility** contacts the Claims Department for instructions prior to any repairs. The Claims Department can be reached at **1-888-994-0914** from 8:00 A.M. – 12:00 P.M. and 1:00 P.M. – 6:00 P.M. (CST) Monday – Friday. AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
5. If **Emergency Repairs** are required, deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. On the next business day, report the repairs to the **Administrator** at **1-888-994-0914**. The **Administrator** will determine the reimbursement eligibility in accordance with the terms and conditions of this **Service Contract**.
6. In all instances, if **Your** repair is a **Covered Repair**, then **You** are required to pay the **Licensed Repair Facility** the deductible amount reflected on the first page of this **Contract**. In addition, **You** are also required to pay for anything not authorized by the **Administrator**.
7. The amount authorized by the **Administrator** is the maximum amount that will be paid for any repairs covered under the terms of this **Contract**. Any additional amount must receive prior approval from the **Administrator**. Should a claim arise before this **Contract** is paid in full, the balance owed will be deducted from the claim payment.

#### **F. WHAT THE ADMINISTRATOR WILL DO WHEN A CLAIM IS REPORTED**

The **Administrator** will determine the extent of coverage, subject to the terms and conditions of this **Contract**. To that end, the **Administrator** will verify the **Failure** with the **Licensed Repair Facility**, verify coverage, determine the **Cost** of the **Covered Repair**

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subject to the terms, conditions, and limitations of this **Contract**, and authorize the claim. The claim is not approved unless authorization numbers are given to the **Licensed Repair Facility**.

**NOTE:** (1) At the sole discretion of the **Administrator**, **Failed** parts may be replaced with new parts, remanufactured parts, or used parts of like kind and quality.

(2) **We** reserve the right to inspect **Your Vehicle** to verify **Failure(s)**. In addition, if a dispute arises between the **Licensed Repair Facility** and **Us**, **We** reserve the right to relocate **Your Vehicle** to a **Licensed Repair Facility** of **Our** choice. In the event the **Administrator** determines that a repair in question is not a **Covered Repair**, then **You** are responsible for any cost incurred.

## G. STATE SALES TAX

The payment of sales tax on **Covered Repairs** will be made in accordance with the regulations of the Taxing Authority in the state where **Your Vehicle** has been repaired.

## H. DEFINITIONS

- **ADMINISTRATOR:** MFS of Washington Inc. 2248 Central Dr Ste 102-225 Bedford, Texas 76021-5843. 1-888-994-0914.
- **BUSINESS USE: Vehicles** used primarily for profit, such as repair work, route work, service work, and delivery. **Vehicles** used for farm work or oil field work are included under this definition and are eligible for coverage if their primary use is transportation and not off-road work. Other examples include, but are not limited to floral delivery, cable TV repair, plumbing, vending machine services, catering, medical supply delivery, home repairs, and realty services.
- **Contract Activation Period** means one (1) month from the Contract Activation Date in which You can review this Contract. The Contract Activation Period is measured from initial day of Contract Activation to the day numerically corresponding to that day in the following month.
- **Contract Activation Date** means initial date of Contract review period and Contract Renewal option begins. Wait period begins on this date.
- **Contract Activation Payment** means payment received to activate Contract renewal option.
- **Contract Renewal Date or Renewal Date** means the first (1st) day following a previously expired term as determined by the Contract Activation Date. The Contract renews directly following previously expired Contract term. Contract Renewal Payment must be received for this Contract to renew another one (1) month term.
- **Contract Renewal Payment or Renewal Payment** means an amount due to renew Your one (1) month term. In the event this amount changes, You will receive a sixty (60) day notice.
- **COST:** The customary and reasonable charges for the parts and labor necessary to repair or replace **Covered Components**. **Cost** will not exceed the manufacturer's suggested retail (list) price for parts and labor will be verified by the standard version of the following nationally recognized labor guide: Alldata. The labor rate must be authorized by the **Vehicle** manufacturer for franchised dealers and cannot exceed the average retail rate charged by similar repair facilities in the same area. All charges are subject to the limits of liability, the terms and conditions of this **Service Contract**, and the **Administrator's** approval.
- **COVERED BREAKDOWN or COVERED MECHANICAL BREAKDOWN:** A **Breakdown** that is covered by this **Contract**.
- **COVERED PART(S) and COVERED COMPONENT(S):** Any part of the Vehicle listed herein as a Covered Part/Component and not excluded from coverage by this Service Contract.
- **COVERED REPAIR:** A repair to a **Covered Part/Component** that is authorized by the **Administrator**.
- **EMERGENCY REPAIRS:** Repairs made outside of **Administrator's** business hours, which, if not performed, would impair the future operation of **Your Vehicle**, or render **Your Vehicle** inoperable or unsafe to drive.
- **FINANCE COMPANY:** Any financial institution providing financing for the purchase of this **Service Contract**.
- **LICENSED REPAIR FACILITY:** Any automotive repair facility that has been licensed to perform automotive repairs by the state in which it operates.
- **LUBRICATED PART:** A part that requires lubrication to function correctly.
- **MECHANICAL BREAKDOWN, BREAKDOWN, FAILURE, FAILS, or FAILED:** The inability of any **Covered Component(s)** that has received proper maintenance, as prescribed by this **Service Contract**, to function in the manner for which it was designed. This inability must be the result of defective material or faulty workmanship, not due to the gradual reduction in component performance through normal or excessive usage. In addition, a **Failed** part must be outside the allowable tolerances prescribed by the manufacturer to be deemed a **Failure**.
- **Monthly Contract Renewal Term of Renewal Term** means a period of one (1) month measured from Contract Renewal date if Renewal Payment has been received. The Monthly Contract Renewal Term is a period defined by Your Contract Activation Date

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and numerically corresponds to that day in the following month. There is no wait period on Renewed Terms.

- **ROAD HAZARD:** Potholes or debris on the surface of a road (such as nails, glass, rocks, or tree limbs) which may cause damage to your **Covered Repair**.
- **SELLING COMPANY:** The entity identified on the first page of this **Contract** from whom **You** purchased this **Service Contract**.
- **SERVICE CONTRACT** or **CONTRACT:** This document in its entirety, which explains the coverage and limitations afforded to **You**.
- **VEHICLE:** The **Vehicle** identified on the first page of this **Contract**.
- **WE, US, OUR:** MFS of Washington Inc. 2248 Central Dr Ste 102-225 Bedford, Texas 76021-5843, 1-888-994-0914.
- **YOU, YOUR, CONTRACT HOLDER, MY, and I:** The person(s) whose name is listed as the purchaser(s) of this **Service Contract**.

## I. CANCELLATION AND RENEWAL

We agree to pay on behalf of the Selling Company, the unearned refund based on consideration received from the Selling Company. The Selling Company agrees to pay the unearned portion of the commission originated from the sale of this Service Contract. Neither the Selling Company's Administrator, claims service, nor the Selling Company's insurer can be held liable for return of the Selling Company's commission or any part thereof as paid under this Service Contract. In the event the Purchase Price of Your Service Contract is being paid through a Payment Plan (or its equivalent) which is terminated for non-payment, the Term Months and Term Miles Limit of this Service Contract will be modified to reflect the portion of the Service Contract that you have paid for. The modified Term Months and Term Miles Limit of the Service Contract will be calculated on a pro-rata basis by adding the time and mileage that you have paid for to the Service Contract Contract Sale Date and Vehicle Odometer Mileage on the Service Contract Sale Date as listed on the Declarations Page. You may contact the Administrator toll free at 1-888-994-0914 to obtain the modified Term Months and Term Miles Limits.

**CANCELLATION BY THE FINANCE COMPANY:** **You** hereby authorize the **Finance Company** to cancel this **Contract** on **Your** behalf in the event: (1) **Your Vehicle** is repossessed, (2) **Your Vehicle** is declared a total loss, or (3) **You** default in **Your** obligations to the **Finance Company**. In addition, **You** authorize the **Finance Company** to be listed as a joint payee and to receive any refund in the event this **Contract** is cancelled.

**CANCELLATION BY THE ADMINISTRATOR:** The **Administrator** may cancel this **Contract** for material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, or for non-payment of the **Service Contract** price.

**CANCELLATION BY THE CONTRACT HOLDER:** **You** may cancel this **Service Contract** at any time by notifying the **Selling Company** or **Administrator** in writing. This notification must include this **Service Contract**. A notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** on the date of the cancellation request may also be required unless the vehicle is lost, stolen or destroyed.

**CANCELLATION PROVISIONS:** If this **Contract** is cancelled within the first thirty (30) days from the **Contract** sale date and no claims have been filed, then **You** will receive a full refund. If this **Contract** is cancelled after thirty (30) days past the **Contract** sale date or after a claim has been filed, then **You** will receive a refund less any claims paid under this **Contract**. Refunds are determined in accordance with the insurance carrier's method of earning premium in effect at the time of **contract** cancellation date. A cancellation fee of \$75 will be charged for all cancellations made by the **Contract Holder**. In all instances, if there is no **Finance Company**, the refundable amount will be paid to **You**, if there is a **Finance Company**, the refundable amount will be paid to the **Finance Company**.

**CANCELLATION POLICY:** The Customer Vehicle Service Contract automatically renews unless the Customer cancels benefits or defaults on electronic Contract Renewal Payment, voluntarily or involuntarily. Customer may contact the Seller or Us to cancel the Vehicle Service Contract benefits and automatic electronic Contract Renewal Payment. Customer will continue to retain coverage until the end of the Renewal Term, at which time coverage and accrued limit of liability will be terminated. Customer acknowledges that upon cancellation of this Vehicle Service Contract, Customer would assume all responsibility for any Mechanical Breakdowns or failures of the Vehicle listed on this Vehicle Service Contract.

**Electronic Contract Renewal Payment Policy:** The Customer purchasing this Vehicle Service Contract has authorized a charge to a credit or card to deduct monies via electronic debit from a designated account on Contract Renewal Dates. It is the Customer's responsibility to provide the selling entity with accurate designated account and Contract information. Should Customer information change at any time, it is the Customer's responsibility to notify the selling entity. If a Contract Renewal Payment does not process electronically, Customer coverage and accrued limit of liability will be terminated unless Contract Renewal payment and any applicable administration fees are paid within 14 days of the expiration pursuant to previous one (1) month term.

**NOTE: This Contract is not eligible for transfer.**

## J. ARBITRATION

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

As used in this Provision, "**You**" and "**Your**" mean the person or persons named in this **Service Contract**, and all of his/her heirs, survivors, assigns, and representatives. And "**We**" and "**Us**" shall mean the **Obligor** and **Administrator** identified above, and shall be deemed to include all of the following as intended beneficiaries of this Provision: its or their agents, affiliates, successors, and assigns, and any **Selling Company**, Finance Company, third-party marketer, retailer, or distributor of its products, and all of the dealers,

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owners, directors, officers, licensees, and employees of any of the foregoing entities. Any of the foregoing who are not parties to this **Service Contract** shall be deemed to be intended third party beneficiaries of this provision and may enforce its terms as if they were an actual party to this **Service Contract**.

**You** and **We** hereby agree that any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort, or otherwise; whether pre-existing, present or future claims; and including statutory, consumer protection regulatory, common law, intentional tort, injunctive, and equitable claims) between **You** and one or more of **Us**, including, without limitation, those arising out of or relating to this **Service Contract**, and the marketing, sales, and/or purchase thereof (any such dispute, a "Claim"), shall be resolved exclusively and finally by binding Arbitration before a single arbitrator.

In addition to Claims, the arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this Arbitration Provision, including any unconscionability challenge or any other challenge that the Arbitration Provision or the **Service Contract** is void, voidable, or otherwise invalid. The arbitrator is empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. 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. If **you** demand Arbitration first, you will pay any applicable filing fee. Upon written request, **we** will advance to **You** and/or pay any other fees of the AAA and of the arbitrator required under the applicable rules. The arbitrator will decide whether **You** or **We** will be responsible for these fees as part of their final decision and/or award. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The Federal Arbitration Act will govern the interpretation and enforcement of this section. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision.

Notwithstanding the foregoing, if **your** Claim falls within the jurisdiction of small-claims court, **YOU** may elect to pursue your individual claim in small-claims court rather than Arbitration. The Arbitration or small-claims court proceeding will be limited solely to **your** individual dispute or controversy and will not include any putative class or representative claims.

This Arbitration Provision shall inure to the benefit of and be binding on **You** and **Us**, and this Provision shall continue in full force and effect—and shall survive—subsequent to and notwithstanding any cancellation, rescission, voiding, expiration, or termination of this **Service Contract** at any time. **You** agree that any Arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **Your** Claims. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

**YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.**

#### **K. CLASS ACTION**

Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. An arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the Arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

**THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.**

#### **L. SUBROGATION**

In the event that coverage is provided under this **Contract**, **We** shall be subrogated to all the rights **You** may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and **You** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. **You** shall do nothing to prejudice those rights. Further, all amounts recovered by **You** for which **You** have received benefits under this **Contract** shall belong to, and be paid to **Us**, up to the amount of benefits paid under this **Contract**.

#### **LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:**

**You** agree and acknowledge that **You** have paid an additional fee for this **Agreement** that is separate and apart from the purchase price **You** paid for the vehicle. Because of that separately stated consideration, **You** agree and acknowledge that this **Agreement** is not part of the basis of the bargain for **Your** purchase of the vehicle. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Agreement**, are not the supplier of the vehicle. Consequently, this **Agreement** is not a "written warranty" under the federal **Magnuson Moss Warranty Act**. As a result, this **Agreement** is not subject to the provisions of the **Magnuson Moss Warranty Act** that apply only to a

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“written warranty”.

## **SPECIAL STATE REQUIREMENTS AND DISCLOSURES**

### **THIS CONTRACT IS AMENDED TO COMPLY WITH THE FOLLOWING STATE REQUIREMENTS AND DISCLOSURES**

#### **WASHINGTON**

Our performance under this Contract is insured by an insurance policy issued to Us by Continental Indemnity Company 10825 Old Mill Road, Omaha, NE 68154 (877)234-4420.

If You cancel this Contract, You may apply for a refund with the insurance company. The warranty of merchantability on the motor vehicle is not waived if the contract was purchased within ninety (90) days of the purchase date of the motor vehicle, and the provider or service contract seller also sold the covered motor vehicle. SECTION “CANCELLATION” of this Contract is hereby amended to include the following provisions: If We fail to refund You or to credit your account within thirty (30) days after the Contract has been returned to Us, We shall pay You a penalty of ten (10%) percent of the purchase price. If You cancel this Contract within the first 9 days and no claim has been made, We will refund the entire Contract charge paid. If You cancel this Contract within the first ten to thirty (10-30) days We will pay a full refund of the Contract purchase price less an administration fee of twenty-five dollars (\$25.00). If You cancel this Contract after thirty (30) days, 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 term of the plan selected and the date coverage begins, less an administration fee of twenty-five dollars (\$25.00). After the first sixty (60) days, WE may not cancel the Contract and are fully obligated under the terms of this Contract. The state of Washington is the jurisdiction for any civil action in connection with this vehicle service contract. The Warranty of merchantability on the motor vehicle is not waived if the contract was purchased within ninety (90) days of the purchase date of the motor vehicle, and the provider or the service contract seller also sold the covered motor vehicle. If You are in need of emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any state licensed repair facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to open a claim file. Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so. Additionally, failure to furnish Us with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

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