



ACSC of FL, Inc. Powertrain Vehicle Service Contract

FL License #60113

This document is the application and vehicle service contract. If this application cannot be accepted as written, applicant will be notified within sixty (60) days and offered a new or corrected service contract, if possible. If applicant does not choose to accept the new or corrected service contract or the vehicle does not qualify for any type of coverage, the purchase price will be refunded.

Contract Holder (Customer Information)	
Name	_____
Address	_____
City/State, Zip	_____
Phone #	_____

Application/Contract No.:	GKP-T
Current Odometer	_____
Contract Purchase Date	_____
<input type="checkbox"/> \$100-Deductible Option	
<input type="checkbox"/> Super/Turbo	_____
<input type="checkbox"/> 4 Wheel Drive	_____ <input type="checkbox"/> Diesel _____
<input type="checkbox"/> 4 Wheel Steering	_____ <input type="checkbox"/> Commercial Use _____
<input type="checkbox"/> 1-Ton	_____

Covered Vehicle	
VIN	_____
Year/Make	_____
Model	_____ Class _____
Lienholder	_____
Address	_____

Dealership	
Name	_____
Address	_____
City, State, Zip	_____
Phone #	_____

1-866-827-9805	ROADSIDE ASSISTANCE	1-866-827-9805
Your emergency road service begins on the effective date of your extended service agreement and will continue until the expiration or termination of your contract, whichever occurs first. Your emergency road service is available throughout the United States 24 hours a day, 365 days a year.		
Emergency Roadside Towing Service — \$50 limit for such services as fuel delivery, tire changes (customer supplied), jump-starts, lockout, mechanical first-aid, and towing.		
ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN ROADSIDE ASSISTANCE IS NOT COVERED AND IS NOT REIMBURSABLE.		

PARTIES TO THE CONTRACT

The provider of this service contract is Automobile Consumer Service Corporation, 2007 Poole Dr., Huntsville, AL 35810 (the "Provider"). This service contract is between the Contract Holder and the Provider.

CONTRACT TERM

The term of this service contract commences 90 days and 1,000 miles from the Contract Purchase Date. This service contract expires five (5) years from the purchase date of the policy or 100,000 miles from the mileage at the time of purchase, whichever is less.

I have read and understand this Application/Contract. I understand that the above information is subject to verification and that the Application may be rejected by the Provider if any of the above information is incorrect or if the vehicle is ineligible for the term or coverage written as determined by the Provider.

Customer Signature	Date	Total Contract Purchase Price	Signature of Provider's Authorized Representative	Date
_____	_____	\$ _____	_____	_____

Terms of payment of Total Contract Purchase Price as per Lienholder's financing agreement.

DEFINITIONS

- "Commercial Use" means a vehicle that is registered to a business and/or for business purposes. The following vehicles are not eligible for the "Commercial Use" option and are excluded from coverage under this service contract: tow trucks; snowplows; taxis; police vehicles; and vehicles that are used in excess of manufacturer's g.v.w. or for excessive hauling and pulling.
- "Contract Holder" means the purchaser or holder of this service contract.
- "Covered Part" means any part of the vehicle listed by this service contract in the section entitled "Covered Parts" and that is not excluded from coverage under the section of this service contract entitled "Exclusions – What This Vehicle Service Contract Does Not Cover"
- "Mechanical Breakdown" means the event caused by the total failure of any Covered Part to work as it was designed to work in normal service. Please refer to the wording under exclusions for a listing of conditions under which the failure of a Covered Part is not considered a Mechanical Breakdown.
- "Participating Lender" means any financial institution providing financing for the purchase of the vehicle and/or this service contract.
- "Repair Facility" means any automotive repair facility at which the Contract Holder seeks to have service performed under this service contract.
- "Administrator" or "ACSC" means Automobile Consumer Service Corporation, which will administer this service contract, process and pay claims and process cancellations.

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CLAIMS: 1-800-824-7059

CONTRACT HOLDER OBLIGATIONS

- The Contract Holder hereby authorizes the Participating Lender to: (1) be listed as joint payee and receive any refund in the event this service contract is canceled, or (2) to cancel this service contract in the event the Contract Holder defaults in his/her obligations to such lender.
- In order for this service contract to remain in force, the Contract Holder is required to follow the vehicle manufacturer's required maintenance schedule, including oil and filter changes. Failure to follow the vehicle manufacturer's maintenance guidelines may result in denial of a claim. Some vehicle manufacturers require that the timing belt be changed at specific intervals. The Contract Holder must keep and make available if requested verifiable signed service/purchase receipts that show that the vehicle manufacturer's required maintenance has been performed within the time and mileage limit requirements.
- The Contract Holder and the Repair Facility are required to obtain from ACSC an authorization number prior to beginning any repair covered by this service contract.
- The Contract Holder is responsible for paying a \$100 deductible for each visit to a Repair Facility.
- The Contract Holder is responsible for authorizing and paying for any tear down or diagnosis time needed to determine if the vehicle has a covered Mechanical Breakdown. If it is determined that the repair is needed due to a covered Mechanical Breakdown, then the Provider will pay for such tear down or diagnosis. If it is determined that part of the vehicle requiring repair is not a Covered Part or that the failure of a Covered Part is not a covered Mechanical Breakdown, then the Contract Holder is responsible for payment of such tear down or diagnosis.
- The Contract Holder agrees not to modify the vehicle in a manner not recommended by the vehicle manufacturer.

PROVIDER OBLIGATIONS

- If a covered Mechanical Breakdown of the vehicle occurs during the term of this service contract and within the United States or Canada, the Provider will pay the Contract Holder or the Repair Facility for repair or replacement, as ACSC deems appropriate, of the Covered Part(s) that caused the Mechanical Breakdown, but only if the Contract Holder has met his/her obligations as described in this service contract and if the Mechanical Breakdown is not excluded under the exclusions section of this service contract. **Replacement parts can be of like kind and quality. This may include the use of new, used or remanufactured parts, as determined by ACSC.**
- If, at the time of payment of any claim under this service contract, there remains an outstanding balance on the purchase price of this service contract, ACSC may, in its sole discretion, withhold all or a portion of the payment and apply it to reduce the outstanding balance of the purchase price.
- The aggregate total of all benefits paid under this service contract will not exceed the lesser of \$6500 (\$8400 for Enhanced Coverage) or the Actual Cash Value of the vehicle, as determined by ACSC at the time of the Mechanical Breakdown, taking age, mileage and condition into consideration and excluding tag, tax and license fees. The Contract Holder will be responsible for the cost of any repairs that exceed the maximum liability of ACSC under this service contract.
- For the \$6,500 (\$8400 if enhanced purchased) Limit of Liability, the aggregate limit of liability per covered vehicle is as follows:
 - \$3000 in Engine, Turbo/Supercharger and Water Pump claims
 - \$2000 in Transmission and Transfer Case claims.
 - \$1500 in Differential claims.
 - \$800 in Heating and A/C claims. (if enhanced purchased)
 - \$600 in Fuel Claims. (if enhanced purchased)
 - \$500 in Electrical Claims (if enhanced purchased)
- Provider will reimburse the Contract Holder for the cost of renting a replacement vehicle while covered repairs are being performed, subject to the following limitations: (1) the limit on reimbursement is \$25 per day for a maximum of six (6) days per Mechanical Breakdown or series of Mechanical Breakdowns related in time or cause; (2) rental reimbursement will not be authorized until the repairs have been authorized by ACSC; and (3) to receive rental reimbursement, the Contract Holder must supply ACSC with a receipt from a licensed rental agency. The number of days for which rental reimbursement is provided will be based on labor time charged to do the repair(s). One day rental will be authorized for parts delay, inspection of breakdown, and/or four (4) hours to do repairs. An additional day of rental will be authorized for every additional eight (8) hours of labor time charged to do the repairs.

COVERED PARTS

The following is a list of Covered Parts under this Contract (Taxes and fluids needed for authorized repairs are also included): **(1) Engine** – All internally lubricated parts including: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and bearings, camshaft and bearings, timing chain or belt, timing gears, engine block, cylinder heads, intake and exhaust valves, valve springs, valve guides, oil pump, push rods, rocker arms, rocker arm shafts, hydraulic and solid lifters. **(2) Transmission** – Transmission case and all internally lubricated parts; torque converter; vacuum modulator and mounts. Does not include clutch assembly; pressure plate; flywheel; throw out bearing; worn synchronizers; cable or electrical items. **(3) Driver Axle(s)** – Differential house, transaxle housing and final drive housing, if damaged by the failure of an internal, lubricated part. All internal, lubricated contained within the housings. **(4) Transfer Case** – All internal lubricated parts. **(5) Water Pump** – Impeller shaft; bearings; bushings and housing. **(6) Seals & Gaskets** – Seals and Gaskets are replaced only as part of repair or replacement of the above covered components. Leaking gaskets or seals are not covered as individual repairs. **(7) Turbo/Supercharger** – (If option purchased) Housing and all internally lubricated parts; vanes; shafts; and bearings. **(8) A/C** – (If enhanced option purchased) Condenser, compressor, evaporator, expansion valve and blower motor. The following Components are also covered if required in connection with the repair of a listed Covered Component: accumulator/receiver dryer and orifice tube. **(8) Fuel** – (If enhanced option purchased) Fuel delivery pump, fuel injection pump and metal fuel delivery lines. **(8) Electrical** – (If enhanced option purchased) Alternator, voltage regulator, starter motor, ignition switch, front and rear window wiper motor, headlamp switch, turn signal switch, rear defogger switch, heater/A.C. blower speed switch, power window motor, power door lock actuator and switch. **Use of non-original manufacturer's parts in covered repairs is allowed.**

EXCLUSIONS – WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER

This Contract does not cover the following: (1) Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this contract (Pre-existing conditions); (2) A Breakdown caused by lack of manufacturer's specified maintenance; (3) A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by a failure to replace seals or gaskets in a timely manner; Repair of any parts used, added or replaced during a covered repair which are not necessary to the completion of covered repair or were not damaged by the failure of a Covered Part (Such replacement is considered betterment and is not covered by this Contract); (4) Any cost covered by a repairer's or supplier's guarantee, or any cost which would normally be covered by a manufacturer's warranty; (5) Any or other benefits for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins; (6) Cost or other damages caused by continued vehicle operation after the failure of a Covered Part or the failure to replace a worn part that has not failed; (7) Any liability, cost or damages the Contract Holder may incur to the benefit of any third parties other than ACSC approved repair or replacement of Covered Parts which caused a Mechanical Breakdown; (8) A Breakdown caused by overheating, rust or corrosion; (9) A Breakdown caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, flood, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force with respect to the vehicle; (10) Loss of use, loss of time, loss profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that results from a Breakdown; (11) Liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of the vehicle, whether or not related to Breakdown; (12) Any part not covered by, or excluded by the original manufacturer's warranty; (13) Vehicles that have been modified in a manner that increases the likelihood of a breakdown; (14) Consequential damage of a covered component by a non-covered component is not covered, failure of a non-covered component caused by a covered component is not covered; (15) Continued operation of an impaired vehicle which causes further damage is not covered; (16) A gradual reduction in operating performance due to normal wear and tear, such as valve guides, valves, rings, and transmission clutch pack discs and bands; (17) Frame or structural separation; (18) Service adjustments and cleaning; (19) Any repairs to a vehicle with a title indication of salvage or junk or other designation indicating that the vehicle had been stolen, wrecked, destroyed, water damaged, or otherwise to the extent that it was considered to be uneconomical to repair, total mileage is unknown, or lemon law buyback; (20) Any repositioning, refitting, realignments, or body adjustments.

DEDUCTIBLE

The Contract Holder is responsible for paying a \$100 deductible for each visit to a Repair Facility.

OPTION TO PURCHASE ANOTHER SERVICE CONTRACT WHEN CURRENT CONTRACT EXPIRES

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CLAIMS: 1-800-824-7059

White – Customer Canary – Dealer Pink – Administrator Goldenrod – Lienholder

The Contract Holder may request to purchase another service contract when this service contract expires if all of the following criteria are satisfied: (1) The purchase is made at least thirty (30) days and 1000 miles prior to the expiration of the current service contract; (2) The vehicle and all service records are made available for inspection at Provider's request; and (3) The vehicle must qualify for terms of the new service contract based on mileage and age of vehicle when the request for the new service contract is made. The cost for the new service contract will be based on then current rates. If you have any questions or wish to purchase a new service contract, contact the selling dealer or call 1-800-824-7059.

COMMERCIAL USE DEFINED

A Commercial Use vehicle is defined as a vehicle registered to a business and/or for business purposes. Vehicles that are used in excess of manufacturers g.v.w. or for excessive hauling and pulling are excluded from coverage hereunder. Tow trucks, snowplows, Taxis, and police vehicles are specifically excluded from coverage hereunder.

How This Contract May Be Canceled, Including Refunds and Charges

At the contract holder's request for cancellation of this contract, the contract holder may return the contract within 60 day after purchase and the company will refund 100% of the gross premium paid, less any claims paid on the agreement. A reasonable administrative fee may be charged not to exceed 5 percent of the gross premium paid by the contract holder. After the contract has been in effect for 60 days, it may not be cancelled by the company unless: (a) there has been a material misrepresentation or fraud at the time of sale of the contract; (b) The contract holder has failed to maintain the motor vehicle as prescribed by the manufacturer; (c) the odometer has been tampered with or disabled and the contract holder has failed to repair the odometer; or (d) for non-payment of premium by the contract holder, in which case the company shall provide the contract holder notice of cancellation by certified mail. If the contract is cancelled by the company, the return of premium must not be less than 100 percent of the paid unearned pro rate premium. If, after 60 days, the contract is cancelled by the contract holder, the company shall return directly to the contract holder not less than 90 percent of the unearned pro rate premium.

WHAT TO DO IF YOU HAVE A MECHANICAL BREAKDOWN

- (1) Use all reasonable means to protect the vehicle from further damage. This may require you to stop the vehicle, turn off the engine, and have the vehicle towed.
- (2) If the vehicle is inoperable and needs to be towed, call Roadside Assistance toll free at **1-866-827-9805**. Have your membership contract number ready before you call. Any payment of the costs of transporting the vehicle for service is provided under this service contract exclusively pursuant to the terms and conditions for emergency road service provided by Roadside Assistance.
- (3) In-home service is not provided under this service contract.
- (4) Present this service contract to the Repair Facility and call ACSC toll free at **1-800-824-7059** to obtain prior authorization for any repairs. No claims will be paid without prior authorization. Prior to proceeding with any repairs, the Repair Facility must call ACSC with an estimate of the cost of repairs and receive an authorization number from ACSC.
- (5) Fax or mail any maintenance receipts. ACSC can be reached via fax at 1-256-851-6828 or through the mail at P.O. Box 1231, Huntsville, AL 35805.
- (6) Reimbursement for emergency repairs performed outside of normal business hours can be obtained by the Contract Holder only if he/she follows the above procedures on the first business day after such emergency repairs are performed.

WHAT ACSC WILL DO WHEN YOU REPORT A CLAIM

The Claims Department of ACSC is responsible for the performance of Provider under this Contract. Upon the filing of a claim under this service contract, ACSC will verify the validity of the service contract (which includes determining that the person making the claim is the proper holder of this service contract, that the vehicle to which the claim relates is covered by this service contract, and that the service contract is still in force), verify the Mechanical Breakdown with the Repair Facility, verify coverage of the Mechanical Breakdown under this service contract, and authorize repair of Covered Parts (which includes providing the Repair Facility with an authorization code and confirming cost of repair). Payment is provided through direct billing, credit card, or reimbursement of the Contract Holder.

HOW THIS CONTRACT MAY BE TRANSFERRED

The rights and duties of the Contract Holder under this service contract may be transferred in connection with the sale of the vehicle directly to another private party, but only if the Contract Holder: (1) Sends a completed transfer application to ACSC within thirty (30) days of the sale or transfer of the vehicle; and (2) encloses a \$50.00 transfer fee. Only the original Contract Holder may transfer this service contract. The Contract Holder may not transfer this service contract if the vehicle is traded or sold to or through any entity other than a private party. In the event the vehicle is a total loss or is repossessed, any rights and obligations under this service contract immediately transfer to the lien holder, if any. The Contract Holder must provide the new owner of the vehicle with copies of all receipts as listed under the section of this service contract entitled "Contract Holder Obligations."

TRANSFER APPLICATION

To transfer this service contract, complete the following and mail it along with a photocopy of the front of this service contract to **ACSC, P.O. Box 1231, Huntsville, AL 35805**.

Please transfer this service contract to the new owner of the vehicle as set forth below. I am transferring this service contract in accordance with the provisions stated in the service contract. In order to transfer I am enclosing with this Application a \$40.00 check or money order payable to ACSC

Name of New Owner _____ Date of Transfer _____
Address _____ City, ST, Zip _____
Odometer Mileage on Date of Transfer _____
Signature of Vehicle Purchaser _____ Signature of Vehicle Seller _____

Verification that the vehicle has been maintained as required by this service contract must be supplied by the vehicle seller to the vehicle purchaser. Transfer will be valid when the vehicle purchaser receives a confirmation letter from ACSC.

PROVIDER'S RIGHT TO CANCEL THIS SERVICE CONTRACT

Reinstatement: If this service contract is cancelled due to non-payment, we reserve the option to reinstate the Agreement. As a condition of reinstatement, any reinstatement request must be made within thirty (30) days of cancellation and the full amount of the purchase price must be paid at the time of reinstatement. We will not be responsible for any Mechanical Breakdown to your vehicle during the first thirty (30) days and 1,000 miles from the effective date and miles at the time of reinstatement.

OTHER IMPORTANT CONTRACT PROVISIONS

The obligation of the Provider to perform under this Contract is insured by ACSC of Florida, Inc. In the event the Provider fails to pay that which it is legally obligated to pay within 60 days after proof of loss has been filed with ACSC, the Contract Holder may file a claim under the insurance policy by mailing a copy of the adjudication to ACSC at their above address or toll-free at 1-800-824-7059.

Purchase of this Contract is not required in order to purchase or obtain financing for the vehicle.

This Contract is not issued by the manufacturer or wholesale company marketing the vehicle. This Contract will not be honored by such manufacturer or wholesale company.

This Contract contains the complete agreement between the parties and is not valid unless signed by both the Contract Holder and an authorized representative of

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CLAIMS: 1-800-824-7059**

the Provider.

The aggregate total of Provider's liability for all benefits paid or payable during the term of this Contract shall not exceed the average retail value of the vehicle according to current National Auto Dealers Association standards at the time of Breakdown.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CLAIMS: 1-800-824-7059**

White – Customer Canary – Dealer Pink – Administrator Goldenrod – Lienholder