

Concord Auto Protect

1-888-399-2811

1150 1st Avenue #501

King of Prussia, PA 19406

Vehicle Service Program Terms of Agreement

Welcome to Concord Auto Protect. This Vehicle Service Program consists of the following terms and conditions and the Confirmation Page which is part of this Agreement. Coverage is dependent upon the receipt of your signed Agreement.

1. Definitions

The following Definitions are used throughout this Vehicle Service Program and are defined as follows:

Vehicle Service Program means this agreement and the confirmation page.

Confirmation Page means the page of the Vehicle Service Program that is personalized to You and Your vehicle (once purchased).

Our, Us, and We means Concord Auto Protect

You and Your mean the Contract Purchaser shown on the Confirmation Page, or the person to whom this agreement was properly transferred.

Covered part(s) means a part which is specifically covered under the Coverage Details section of this Vehicle Service Program.

Dealer means the dealer who sold the vehicle to you.

Dealer or Factory warranty means the warranty sold to or provided to you by the dealership in association with the purchase of your new car.

Dealer or Factory warranty repair service means any service provided to you by the dealership in association with your car.

Deductible means the amount you are required to pay, indicated on the confirmation page, in the event of a breakdown.

Manufacturer means the company that manufactured your vehicle.

Commercial use or Purpose means any usage of your vehicle for trade, commerce, or generation of income, regardless if such usage is full or part time.

Breakdown means the inability of a properly maintained covered part to perform the function for which it was designed, due to defects in materials or workmanship. Breakdown does not

mean the gradual reduction in operating performance of a Covered part due to any lack of proper maintenance or to non-use of a covered part or noncovered part.

Maintenance records means all original invoices, receipts and any other documents that demonstrate all required maintenance has been performed up to the manufacturer's predetermined standards.

Prior authorization means the approval of and the claim number, provided to you in respect to covered aspects of this Vehicle Service Program. You must notify us and receive prior authorization before any repairs or road side services can be covered under, and reimbursed by this Vehicle Service Program.

Repair cost means the combination of parts and labor necessary to repair or replace a covered part in the incidence of a breakdown. Repair cost of parts is determined by regular retail prices, and are not to exceed the manufacturer's suggested retail price for a covered part. Repair costs of labor are based on the current national flat rate hourly guide for labor, and is subject to the aggregate total of a single repair visit.

United States means the 50 UNITED STATES including Puerto Rico and the District of Columbia, and does not include Guam or other territories and possessions of the United States of America.

2. Coverage Provided Under Your Vehicle Service Program

Your Vehicle Service Program period begins on the effective date and start mileage, and ends either on the expiration date or when the vehicle has reached its expiration mileage. The effective date, start/end mileage, and expiration date are all listed on the confirmation page. We will arrange for the repair or replacement of any covered parts, or pay the repair cost associated with a breakdown during the program period (we reserve the right to use OEM, aftermarket or recycled parts) . Our limit of liability under this Vehicle Service Program for repair costs associated with covered parts is the lesser of either the original cost of the vehicle to you, or the cars reasonable trade in value based on its Kelly Blue Book value and actual condition at the time this program was purchased.

- **Roadside Services**

Under this Vehicle Service Program, we provide you with the following additional services in the event of a vehicle breakdown, in the form of monetary reimbursement for covered repairs up to a maximum of: (a) one hundred and twenty dollars per occurrence for towing to the nearest authorized repair facility if required as a result of a breakdown; (b) fifty dollars per day, for up to three days, for emergency trip interruption inconvenience reimbursement, when a breakdown occurs a minimum of one hundred miles away from your home as provided on your confirmation page; (c) a single flat tire change using your pre-existing good spare tire; (d) forty dollars for a battery boost or jump start, or toward the delivery

charge to have fuel purchased by you delivered to your vehicle; and (e) up to twenty five dollars for lockout assistance. Services are subject to change based on conformity with individual state laws. No deductibles apply to the provision of Roadside services. Roadside services provisions do not apply to vehicles which were disabled due to acts of nature, inclement weather, war, insurrection, or riot Under this service program, you are limited to receiving roadside services for just one disablement of your vehicle for the same cause in any seven-day period.

- **Rental Car Reimbursement**

If you're in need of alternate transportation because of a covered breakdown, this program provides reimbursement for the expense of a rental car up to seventy-five dollars per day, for a maximum of up to four days, for a total of up to three hundred dollars per incident. Rental car reimbursement is based on a recognized industry flat rate time required to repair your vehicle according to the following criteria: (a) if the repair time required is a minimum of eight hours, we will allow a one day car rental and reimburse you a maximum of seventy-five dollars for that rental; (b) if the repair time required is a minimum of sixteen hours, we will allow a two day car rental and reimburse you a maximum of one hundred and fifty dollars for that rental; and (c) if the repair time required is more than twenty hours, we will allow a three day car rental and reimburse you a

maximum of two hundred and twenty-five dollars for that rental. Rental car reimbursement is valid only for expenses incurred from the date of the breakdown until the date repairs are completed. Rental car reimbursement does not include any expense for items such as mileage, gasoline, maintenance, insurance or collision damage waiver charges, or oil changes. No deductible applies to the provision of Rental car reimbursement.

3. Coverage Details

CONCORD PREMIUM: covers the following listed components.

1. **Gasoline/Diesel Engine:** Cylinder block, cylinder head/heads (if damaged by internally lubricated covered part). Internally lubricated parts: pistons, piston rings, piston pins, crankshaft, main bearings, camshaft, camshaft bearings, connecting rods, rod bearings, rocker arms, rocker arm shafts, rocker arm pivots, cylinder head intake, exhaust valves, valve keepers, valve retainers, hydraulic/solid valve lifters, cam followers, crankshaft gear, oil pump, crankshaft gear and timing chain. Harmonic balancer, metal timing cover, and metal oil pan (if damaged by an internally lubricated part). Engine vacuum pump and engine mounts (If failed, not worn).
2. **Transmission/Transaxle:** Transmission case/Transmission pan (if damaged by internally lubricated covered part). Rear Wheel Drive Transmission or Front Wheel Drive Transaxle.
Internally lubricated parts included within banner kit components: automatic transmission,

clutch steels/plates, accumulating/servo locking rings. Transmission mounts, torque converter, vacuum modulator.

3. **Drive Axle:** Front propeller/drive shaft universal joints, front axle shaft universal joints, rear propeller/drive shaft universal joints, rear propeller/drive shaft support and bearing, front CV axle shaft joints.
4. **Electrical Components:** Ignition distributor, starter solenoid, starter motor, voltage regulator, alternator, A/C heater blower motor.
5. **Cooling:** Cooling fan clutch, main engine radiator cooling fan motor, radiator, main engine water pump
6. **Brakes:** Master cylinder, wheel cylinder, hydraulic front/rear disc brake calipers, and power brake booster.
7. **Turbo/Super Charger:** Internal parts; Housing is covered if damage is caused by the failure of an internally lubricated moving part, turbo/super charger mount gaskets during replacement.
8. **AWD/4x4:** The following components in the transfer case: Drive chain/gears, planetary gears, ring shift forks, oil pump output shaft/main shaft washers, transfer case actuator, four-wheel drive actuator, seals and gaskets during rebuilding, and transfer case input/output seal.
9. **Differential Assembly:** Front and rear differential housing if damage is caused by a failure of internally lubricated covered parts, ring and pinion gears/bearings, spider and carrier gears/bearings, axle shaft/bearings, and pinion/axle shaft seal.
10. **Suspension System: (If failed, not worn)**
 - a. **Front:** Upper/lower control arms and bushings, lower torsion/tension arms, stabilizer end links ball joints, hub and wheel bearings.
 - b. **Rear:** Upper lower controls arms and bushings, stabilizer end links, ball joints, hub and wheel bearings.
11. **Steering System:** Steering box/steering box pitman seals, steering rack shaft seals, rack and pinion unit and all related internal lubricated parts, power steering pump/shaft seal pump, pitman/idler arm, inner tie rod ends, and outer tie rod ends.
12. **Heater and Air conditioning:** Compressor and compressor clutch, A/C high/low pressure compressor cutoff switches and heater core, Evaporator core, condenser, field coil, and accumulator.
13. **Fuel System:** Main fuel pump, fuel injector(s), and gasoline pressure regulator.
14. **ABS Brakes:** Wheel speed sensors, hydraulic pump/motor assembly, pressure modulator valve/isolation dump valve, accumulator, ABS master cylinder, Hydro Boost and Electronic Control Processor.
15. **Hi-Tech:** ABS master cylinder, ABS processor, hydraulic pump motor/pressure modulator valve, sensors; temperature control programmer; mass airflow sensor, map sensor, air charge temperature sensor, coolant temperature sensor, fuel management controls, fuel pressure sensor, fuel injector(s), fuel injection pump, ignition management controls; camshaft position sensor, crankshaft position

sensor, ignition coils, wiper motor(s), power window motors, power door lock actuators, driver and passenger front forward/backward seat motor, driver and passenger front tilt seat base motor, driver and passenger front tilt seat back motor, automatic temperature control panel, key-less entry module excluding remote, speed control module, electronic level control compressor, factory installed GPS Navigation module, sunroof motor and convertible top motor, factory installed rear view camera.

CONCORD ADVANCED: Covers the following listed components.

- 1. GASOLINE/DIESEL ENGINE:** Cylinder block, cylinder head/heads (if damaged by internally lubricated covered part). Internally lubricated parts: pistons, piston rings, piston pins, crankshaft, main bearings, camshaft, camshaft bearings, connecting rods, rod bearings, rocker arms, rocker arm shafts, rocker arm pivots, cylinder head intake, exhaust valves, valve keepers, valve retainers, hydraulic/solid valve lifters, cam followers, crankshaft gear, oil pump, crankshaft gear and timing chain. Harmonic balancer, metal timing cover, and metal oil pan (if damaged by an internally lubricated part). Engine vacuum pump and engine mounts.
- 2. TRANSMISSION/TRANSAXLE:** Transmission case/ Transmission pan (if damaged by internally lubricated covered part). Rear Wheel Drive Transmission or Front Wheel Drive Transaxle.
Internally lubricated parts included within banner kit components: automatic transmission, clutch steels/plates, accumulating/servo locking rings.
Transmission mounts torque converter, vacuum modulator.
- 3. Drive Axle:** Front propeller/drive shaft universal joints, front axle shaft universal joints, rear propeller/drive shaft universal joints, rear propeller/drive shaft support and bearing, front CV axle shaft joints.
- 4. Electrical Components:** Ignition distributor, starter solenoid, starter motor, voltage regulator, alternator, A/C heater blower motor.
- 5. Cooling:** Cooling fan clutch, main engine radiator cooling fan motor, radiator, main engine water pump
- 6. Brakes:** Master cylinder, wheel cylinder, hydraulic front/rear disc brake calipers, power brake booster.
- 7. AWD/4x4:** The following components in the transfer case: Drive chain/gears, planetary gears, ring shift forks, oil pump output shaft/main shaft washers, transfer case actuator, four-wheel drive actuator.
- 8. Steering System:** Steering box, rack and pinion unit and all related internal lubricated parts, power steering pump/shaft seal pump, pitman/idler arm, inner tie rod ends, and outer tie rod ends.

CONCORD POWERTRAIN: covers the following listed components:

- 1. GASOLINE/DIESEL ENGINE:** Cylinder block, cylinder head/heads (if damaged by internally lubricated covered part). Internally lubricated parts: pistons, piston

rings, piston pins, crankshaft, main bearings, camshaft, camshaft bearings, connecting rods, rod bearings, rocker arms, rocker arm shafts, rocker arm pivots, cylinder head intake, exhaust valves, valve keepers, valve retainers, hydraulic/solid valve lifters, cam followers, crankshaft gear, oil pump, crankshaft gear and timing chain. Harmonic balancer, metal timing cover, and metal oil pan (if damaged by an internally lubricated part). Engine vacuum pump and engine mounts.

2. **TRANSMISSION/TRANSAXLE:** Transmission case/ Transmission pan (if damaged by internally lubricated covered part). Rear Wheel Drive Transmission or Front Wheel Drive Transaxle. Internally lubricated parts included within banner kit components: automatic transmission, clutch steels/plates, accumulating/servo locking rings. Transmission mounts, torque converter, vacuum modulator.
3. **Drive Axle:** Front propeller/drive shaft universal joints, front axle shaft universal joints, rear propeller/drive shaft universal joints, rear propeller/drive shaft support and bearing, front CV axle shaft joints.
4. **Electrical Components:** Ignition distributor, starter solenoid, starter motor, voltage regulator, alternator, A/C heater blower motor.
5. **Cooling:** Cooling fan clutch, main engine radiator cooling fan motor, radiator, main engine water pump.
6. **Brakes:** Master cylinder, wheel cylinder, hydraulic front/rear disc brake calipers, power brake booster.

4. Your Responsibilities

You must have your vehicle inspected and serviced in accordance with the manufacturer's recommendations as provided in your owner's manual. You are required to follow the maintenance schedule that applies to your driving habits and climate conditions. Failure to adhere to the owner's manual recommendations may result in denial of service. All receipts verifiable by Concord must be retained for any requested service/work on your vehicle.. Self-servicing your vehicle may be verified through the receipts of various materials used throughout the service which you are required to maintain and submit to Concord upon request. Coverage may be denied in the event the owner fails to retain original documents proving original purchase price.

Coverage may also be denied if this Vehicle Service Program's payments are not up to date. Owner is required to have valid US State annual registration, liability insurance, and safety/emissions inspection.

Claims are limited to being initiated by you, and not various repair facilities working on your vehicle. In order to receive repair, you must call us at **1-888-399-2811**. Once prior authorization is given by us, you may take your vehicle to the repair facility of your choice.

In the Event of a Breakdown:

1. Take your vehicle to a licensed repair facility within the United States, which has at least one ASE licensed mechanic capable of diagnosing and repairing your vehicle using proper and appropriate equipment. If you are traveling in Canada, take your vehicle to the nearest repair shop with an automotive professional capable of diagnosing and repairing your vehicle. In both cases, and in any unforeseen circumstances, you must receive prior authorization from us by calling before accruing any repair expenses.
2. Authorize the tear-down and/or inspection of your vehicle by the licensed repair facility. You will be responsible for this charge.
3. We reserve the right to inspect your vehicle with the purpose of gathering information related to a breakdown. At our discretion, we may move or tow your vehicle to another location, at no cost to you, in order to inspect the vehicle for this purpose.
4. Any applicable deductible must be paid to the authorized repair facility. The deductible is the amount of the repair cost incurred by you for each repair following a breakdown as described in this program. Your deductible is specified on the confirmation page.

For claim assistance, roadside services, and rental car reimbursement, please contact us at 1888-399-2811

5. GENERAL NOTICE

This Vehicle Service Program is not: (a) An insurance policy of any kind; (b) a mechanical breakdown insurance extended service contract or policy; (c) an automobile liability or physical liability damage insurance policy or extended service contract; (d) An explicit, implicit, general or extension of a warranty. This Vehicle Service Program may duplicate some warranty coverage. You do not waive any pre-existing warranties that may be implied by law by entering into this program. State and federal laws may protect your interests as a consumer. This Vehicle Service Program is interpreted according to the Magnuson-Moss Warranty Act where applicable.

6. Service Program Agreement Transferability

The original purchaser of this Vehicle Service Program agreement is entitled to transfer it to any other individual purchaser of the vehicle declared in the confirmation page. The entitlement of transferability does not include transfer to any business/commercial entities, or to any individual purchaser with the intention of using the vehicle for commercial use.

The transfer clause is subject to the following conditions:

- Each Vehicle Service Program agreement is entitled to one transfer over its total coverage period lifetime. Once this program is transferred to a second party, that second party may not transfer the program to a third party, regardless of change of vehicle ownership. The second party owner is not entitled to the cancellation clause of this agreement.
- Transfer of this program is only applicable to the private owner of the vehicle listed in the confirmation page. In order for a transfer to be recognized by us, we require a notice of transfer within fifteen days of change of vehicle ownership.
- All pre-existing dealer of factory warranty must be transferred to the new vehicle owner. All maintenance records and odometer readings at the time of transfer must be present in order to process a transfer. If part or all of these documents are missing upon transfer, we reserve the right to inspect the vehicle prior to issuance of a transfer.

7. Service Program Guarantee

Our obligations to the purchaser of this Vehicle Service Program are backed by Concord Auto Protect, located at:

CONCORD AUTO SERVICES LLC
1150 1st Avenue suite 501
King of Prussia, Pennsylvania 19406

If we fail to settle a claim presented to us by the purchaser of this program, you are entitled to a claim against us after sixty days of receiving proof of loss or damage. We remind you that this Vehicle Service Program agreement is not a contract of insurance or an insurance policy.

8. Exclusions

Under this Vehicle Service Program, coverage is not provided to:

- Any part not mentioned in the coverage details section of this program, or for any of the following: carburetor, thermostat and thermostat housing, battery and battery cable harness/wire harnesses, shock absorbers, Struts, thermal housing friction clutch disk and pressure plate, transmission clutch assembly, distributor cap and rotor, active sway bar systems, flywheels, head gaskets, safety restraint systems (including but not limited to air bags), glass, timing belts and balance shaft belts, lenses, balance shafts, intermediate shafts and/or bearings, light bulbs, sealed beams, LED lighting, Lighting assembly, fuses, fuse boxes and circuit breakers. Personal items such as cellphone, personal computers, navigation systems, pre-heated

car systems, game centers, and radios are not covered. Electronic transmitting devices, voice recognition systems, radar detection apparatus, remote control consoles, CD player, brake rotors and drums, hybrid batteries, and all exhaust and emissions components: EGR Purge, vacuum canister, vapor return canister, vapor return systems, air pump systems, catalytic systems, exhaust/intake manifolds, all fuel/additive tanks, gas cap and/or filler neck, weather strips, bright metal chrome, trim, moldings, cosmetics such as upholstery and carpentry, paint, ornamentations or car emblems, bumpers, body sheet metal, structural frame or body parts, convertible tops including soft/hard top and vinyl, convertible top assemblies, door/tailgate/lift gate handles, door components including bushings/bearings, hardware or linkages, wheel assemblies including tire/rims/tire pressure sensors, all digital modifications to components that are not the cause of a breakdown, engine block and cylinder heads if cause of damage is overheating/freezing/warping. Maintenance services/parts prescribed by your vehicle's manufacturer in the owner's manual including but not limited to; alignments, adjustments, wheel balancing, glow/spark plugs, tune-ups, hoses, tubes and lines, drive belts, brake pads/rotors/drums. Electronic brake systems. Wiper blades are not covered unless otherwise stated explicitly in the coverage detail section of this program. Refrigerants, coolants, fluids, lubricants, and filters.

The following parts or services under the described circumstances will not be covered under this Vehicle Service Program agreement:

1. Illegal repairs as outlined by US federal and state laws, or other governing motor vehicle entity.
2. Repairs performed outside the governing jurisdiction of this program, limited to the United States and Canada.
3. Improvements that are deemed to not affect the condition of a breakdown.
4. Airbags damaged due to collisions are not covered by us and should be immediately taken to your dealer for repairs for your safety.
5. Transmission repairs due to non-factory installed tow package.
6. Any repairs not given prior authorization to, regardless if breakdown has occurred.
7. Consequential and/or incidental damages including but not limited to loss of time, lack of transportation as otherwise covered by the rental section, inconvenience, lost revenue, opportunity or other economic losses.
8. Aftermarket parts which have not been approved by the vehicle's manufacturer.
9. Damages as a result of negligence by any third party dispensing services, repairs, and transportation of your vehicle.
10. Any recall repairs or service bulletins must be paid for and immediately executed by vehicle owners. Failure to repair your vehicle pursuant to any manufacturer issued recall may result in a loss of coverage in the event of a breakdown.

11. Any damages determined to be a direct or probable cause of a pre-existing mechanical issue whether it is known to the owner at the time of purchase or not.
12. Repairs needed in part or wholly due to rust, salt, corrosion, water intrusion leaks, acid rain/corrosive chemicals and environmental acts of nature.
13. Parts or services which are primarily covered by dealer/manufacturer warranty take seniority over claims processed through us.
14. Any reported breakdowns that are not covered must be repaired, with proof, before any other claims are submitted.
15. Repairs requested for vehicles determined to have flood title status, total loss title status, salvage title status, or a repaired title status.
16. Any repair costs for vehicles determined to have altered/inoperable odometers.
17. Technical Service Bulletins (TSB) and Recalls.
18. Any damage or malfunction that is due to an already worn out or malfunctioned part.
19. Any repair due to loss of lubrication.

9. Subrogation

In the event of reimbursement by us, to you, or for the benefit of the vehicle under the confirmation page that you will receive in exchange for signing these terms of agreement, we shall be subrogated to all rights, interest or stake in claims which you may have against any third parties responsible for damages to you. Under this section, you agree to execute any documents that we require to pursue claims through subrogation and avoid the impairment of our rights pursuant to this clause. In respect to this clause, you authorize us to sue, settle, or compromise on both our behalves related to an instance of recorded damages. The vehicle owner agrees to reimburse us any amount received as the result of a claim, should there be additional remedies available to you.

10. Cancellation

This Vehicle Service Program may be cancelled at any time by submitting a cancellation request. Within the first thirty days of purchase of this program, you may cancel the program in return for a full refund if no vehicle services or repairs have been dispensed.

If repairs or services were dispensed in connection to your vehicle in the first thirty days, you may still cancel your program and be partially refunded based on a pro-rated basis of time in which the program was in effect, less any authorized repair costs paid for by us. If a federal odometer statement is provided at the time of cancellation, the pro-rated reimbursement may be calculated on a per mile basis.

If you wish to cancel this Vehicle Service Program after the thirty-day grace period, and no claim has been filed, you may do so in exchange for partial reimbursement calculated on a pro-rated basis of the time since the purchase date to date of cancellation. This reimbursement can be calculated on a mileage basis if the vehicle owner provides a federal odometer statement at the time of cancellation, and a federal odometer statement at the date of purchase. All cancellation requests after the thirty-day grace period are subject to a twenty-five-dollar administrative fee and will be deducted from your reimbursement, as well as the cost of any authorized repair costs paid for by us.

We reserve the right to cancel this Vehicle Service Program at any time should you; (a) fail to pay any part of the purchase price related to this vehicle service program, (b) misrepresent any information pertaining to this program and your vehicle, (c) misrepresent facts of material importance pertaining to this case, (d) sell, transfer, trade or if the vehicle is repossessed, unless all procedures under the transfer clause are enacted by the program owner, (e) not maintain a fully functioning odometer through which we can determine an accurate mileage reading, (f) alter or remove the VIN (vehicle identification number): This also applies to vehicles declared; a total loss, sold for salvage purposes, branded or salvage title, for commercial use, and modified beyond manufacturer standards. Should we cancel this Vehicle Service Program at any time for the above reasons, you are entitled to a partial refund paid on a pro-rated basis of period coverage starting from the date of purchase to date of cancellation, less any authorized repair costs dispensed by us.

If you are entitled to a refund under the cancellation clause of this Vehicle Service Program, it will be dispensed to the original purchaser of this program if the purchase was not financed or transferred to a secondary owner. Should the Vehicle Service Program be financed, the refund amount will be paid to the owner if we receive documentation proving satisfaction of the finance associated with the program pertaining to this vehicle, clearing any liens the lender may have against the vehicle.

Payment of refund to a lender is to be considered a payment to you, for your behalf, and you forfeit any claims against us under any refund of this provision.

11. Mediation and Arbitration of Claims

All prospective claims are subject to fulfillment of the terms specified in this Vehicle Service Program under the Your Responsibilities clause and elsewhere. Any and all claims must be submitted in writing to us, within one year of original claim date, and then first be submitted to mediation in the State of Pennsylvania under the Commercial Mediation Rules of the American Arbitration Association. All claims are subject to this mediation and arbitration clause, including without limitation common law, contract, tort, statutory, or regulatory liabilities and must be submitted individually, without resort to any form of class action. All issues, questions, and concerns regarding the validity of and enforceability of this agreement shall be restrained to the jurisdiction of the State of

Pennsylvania and resolved through mediation or arbitration through the American Arbitration Association. In case of arbitration, a notice of arbitration must be sent to the address listed under the Service Program Guarantee section of this agreement.

Any and all disputes, claims and causes of action arising out of or connected with this agreement shall be resolved individually, without resort to any form of class action, shall be limited to actual out-of-pocket costs incurred up to \$5,000 per claim and in no event shall include attorneys' fees nor cost or mediation or arbitration, nor any claim to punitive, incidental and consequential damages, nor any claim to have damages multiplied or otherwise increased. The limitation or exclusion of liability for incidental or consequential damages may not apply to those who live in jurisdictions that do allow such limitations or exclusions.

SAMPLE