

VEHICLE PURCHASER	Vehicle Purchaser			Contract Number	
	Address			Telephone	
	City	State	ZIP Code	E-mail Address	
VEHICLE	Contract Purchase Date	Vehicle Purchase Date	Odometer Reading at Purchase Date		Vehicle Identification Number (VIN)
	Year	Make	Model		
LIENHOLDER/SELLER INFORMATION	Lienholder/Seller Name				Telephone
	Address				
	City	State		ZIP Code	

Deductible:	Coverage Plan:	Contract Purchase Price:
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Term: _____,000
 _____ Months _____ Miles

(The Term contains a Waiting Period. Coverage begins 30 days from Contract purchase date, and 1,000 miles from the mileage at Contract purchase date. Breakdowns incurred during the Waiting Period are not covered.)

Optional Coverage/ Surcharge:	<input type="checkbox"/> Business Use <i>(Maximum Existing Mileage 50,000 miles)</i>
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PLEASE READ THIS VEHICLE SERVICE CONTRACT CAREFULLY, including the terms and conditions on the attached pages. It contains the entire agreement between you and us, and supersedes any oral or written statements made to you with respect to the amount of coverage to which you are entitled. If the vehicle to be covered is not eligible for the plan or term chosen, this Contract is invalid.

THE PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR OBTAIN FINANCING FOR YOUR MOTOR VEHICLE. THE AMOUNT CHARGED FOR THE PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT SUBJECT TO REGULATION BY THE FLORIDA OFFICE OF INSURANCE REGULATION.

PLEASE NOTE THAT THIS VEHICLE SERVICE CONTRACT CONTAINS AN ARBITRATION PROVISION THAT MAY LIMIT YOUR RIGHTS TO GO TO COURT.

PRIOR AUTHORIZATION FOR REPAIRS IS REQUIRED.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND ACCEPT ALL THE TERMS AND CONDITIONS OF THIS VEHICLE SERVICE CONTRACT, AND THAT I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATIONS THAT ARE NOT CONTAINED HEREIN.

Customer's Signature

Date

Obligor/Administrator: AAGI of Florida, Inc., P.O. Box 925, Arlington Heights, IL 60006-0925, (888) 442-2886, FL License #18-822197727.

A. DEFINITIONS

These terms have the following specific meanings throughout your Contract.

Breakdown – A covered part that fails to perform as intended due to an internal mechanical or electrical defect, or fails to perform within manufacturer's specifications due to wear and tear. A reduction in operating performance from wear and tear is not covered unless the amount of wear and tear exceeds manufacturer's specifications.

Business Use – Use of your vehicle in a business, or for law enforcement, snow removal, emergency services, farming or ranching.

Coverage Plan – The type of coverage you selected on the front page.

Deductible – The amount you must pay toward covered repairs per repair visit as indicated on the front page of this Contract. The deductible does not apply to your Additional Benefits listed in Section E. The deductible also does not apply to the eligible breakdown of a covered part that has been previously repaired or replaced under this Contract.

Limits of Liability – Our total liabilities for all benefits paid under this Contract shall not exceed the purchase price of the vehicle paid by the original purchaser of this Contract. Our liability for any single repair shall not exceed the trade-in value of the vehicle at the time of repair as determined by the most recent National Auto Research Black Book for a vehicle in average condition, adjusted for mileage.

Term – The months or mileage that your Contract is in force. The term begins on the date and vehicle mileage when you purchased your Contract. **All Contracts contain a waiting period of 30 days and 1,000 miles after the Contract purchase date before coverage for repairs begins ("waiting period").** As a result of the waiting period, the expiration date is determined by adding 30 days to the end of the term measured in time, and by adding 1,000 miles to the end of the term measured in miles. The term and coverage expire after the number of months indicated on the front page plus 30 days, or after you have driven the mileage indicated on the front page plus 1,000 miles, whichever comes first.

We, Us, Our – AAGIF of Florida, Inc., P.O. Box 925, Arlington Heights, IL 60006, **FL License #18-822197727**, (888) 919-3629, who is the Company that is obligated to you under this Contract.

You, Your – You, the purchaser of this Contract, or your properly designated transferee.

B. REPAIR COVERAGE

We will cover the reasonable cost of pre-authorized repairs to covered parts resulting from a breakdown up to the limits of liability for the coverage plan selected, less your deductible. This agreement is subject to the other provisions of this Contract. **We may repair your vehicle using new, remanufactured, like kind and quality or used parts in our discretion. Reasonable costs for parts are not to exceed the manufacturer's suggested retail price. Reasonable labor costs will be determined by using the repair facility's posted hourly labor rate multiplied by the time allowed for the repair in a nationally recognized labor guide approved by us. The posted hourly labor rate must be reasonable for the region.**

C. YOUR RESPONSIBILITIES

1. **Maintain your vehicle according to manufacturer's specifications as outlined in the owner's manual for your vehicle, and keep verifiable receipts showing the services performed, and the parts and fluids used.**
2. **OBTAIN PRIOR APPROVAL FOR REPAIRS, authorize teardown and diagnostic charges, and allow us to inspect your vehicle.**
3. **Do not neglect, abuse or intentionally harm your vehicle, race your vehicle, or use your vehicle off-road.**
4. **Do not continue to operate your vehicle if it will cause additional damage.**
5. **Do not use the vehicle in business unless you purchase that optional coverage.**
6. **Do not use lift kits more than a maximum 6 inch lift or maximum 3 inch drop from the original manufacturer's specifications, or modify the vehicle in any way that would void the manufacturer's warranty.**
7. **Do not use oversized/undersized tires where the total diameter difference of the tire and wheel are greater than ten percent (10%) from the original manufacturer's specifications or modify the vehicle in any way that would void the manufacturer's warranty.**
8. **Do not use your vehicle for towing unless it is equipped with a factory tow package, and you do not exceed the tow limits.**
9. **IF YOU DO NOT MEET THESE OBLIGATIONS, THEN YOUR BREAKDOWN WILL NOT BE COVERED.**

D. COVERAGE PLAN

Ultimate Plus Coverage

Any breakdown of your vehicle less the deductible, except for items and exclusions listed in **Section G – EXCLUSIONS**.

E. ADDITIONAL BENEFITS

1. **Towing** – Up to \$150 reimbursement per breakdown. Any amount in excess of \$150 is your responsibility. Towing must be from a licensed commercial towing service or garage, and verifiable towing receipts required.
2. **Car Rental Reimbursement** – **If your vehicle is required to be in a repair facility overnight for covered repairs, then we will reimburse you for car rental costs incurred up to 20 days @ \$35 per day while your vehicle is being repaired. Car rental must be from a licensed rental agency, auto dealer or repair facility. Verifiable rental receipts and PRIOR AUTHORIZATION REQUIRED.**

3. **Trip Interruption Reimbursement** – Up to 5 days @ \$125 per day for commercial lodging and meals if your car breaks down 100 miles or more from home, and your car is kept overnight by the repair facility. Verifiable receipts required.
4. **Deductible Reimbursement** – If a breakdown is covered by another warranty or guarantee, and you are charged a deductible for the repair, we will reimburse you up to \$100 of that deductible, provided that the breakdown is of the type that would qualify for coverage under this Contract.

F. OPTIONAL BUSINESS USE COVERAGE

For coverage, you must select the option by checking the appropriate box on the front page, and pay the surcharge.

Business Use Option - Vehicles with 50,000 miles or less that meet the following criteria are covered: passenger cars, trucks and vans (up to one (1) ton cargo capacity) used for route sales, route service, inspections, examinations, maintenance, repair, gardening and lawn care, and carrying personal tools to a job site.

Any other use is not eligible for Business Use coverage, including but not limited to, the following: rental, taxi, limousine or shuttle, ride sharing, delivery, towing or road repair operations, security services, snow plowing, cable or line installation or removal, police or other law enforcement services, emergency services, hauling for hire, construction, job site activities, farming or ranching.

G. EXCLUSIONS

1. Repairs that have not received prior approval or have not been authorized by us.
2. Breakdowns resulting from external forces, such as acts of nature, accidents, collisions, road hazards, freezing, water intrusion, vandalism, computer or software viruses or malware, hacking of or unauthorized tampering with vehicle computers, systems or other components, failure of non-covered parts, change in technology and the like.
3. Any equipment not installed by the manufacturer; modifications or alterations to the vehicle, including frame, suspension, transmission, engine or exhaust modifications or alterations, and any resulting damage from the modifications or alterations; custom parts; add-on parts; trailer hitches; and fifth wheel assembly.
4. Incidental or consequential damages, such as loss of use of your vehicle, storage charges, lost time or profits, or liability for breach of implied warranties, including breach of implied warranties of merchantability or fitness for a particular purpose.
5. Breakdowns outside the U.S. or Canada.
6. Breakdowns covered by a manufacturer's or repairer's warranty, guarantee or recall, even if benefits are not collectible under that other warranty, guarantee or recall.
7. Breakdowns resulting from conditions whether known or unknown to you that existed, or may be reasonably assumed to have existed, before you purchased your vehicle (pre-existing conditions).
8. Scheduled maintenance; shop supplies; adjustment and normal wear items such as the following: brake pads, brake shoes, drums and rotors; exhaust system; lighting; spark plugs; ignition wires; tires; wheel balancing; wiper blades; manual and hydraulic clutch assembly (including but not limited to manual clutch pedal, clutch disc, pilot bearing, pressure plate and throw-out bearing); friction materials; cellular phone; auxiliary or back up batteries; battery packs for all hybrid vehicles; water leaks and noises (including rattles, squeaks and wind noises); wheels; wheel covers; distributor cap and rotor; carburetor; interior parts; and paint.
9. Filters, lubricants, coolants and refrigerants, unless replacement is required in connection with a covered breakdown.
10. The following items: active, passive or supplemental restraint systems, except for sensors and deactivation switch; glass; convertible top.
11. Vehicles classified by the manufacturer in excess of one ton.
12. Vehicles which are branded as salvage, junk, rebuilt, totaled, flood damaged or true mileage unknown.
13. Claims on vehicles manufactured or purchased for sale outside of the United States if the manufacturer's warranty is voided or not in effect due to the sale of the vehicle in the United States, and as a result, the manufacturer's warranty does not cover the breakdown at the time of the claim. This exclusion does not apply if the manufacturer's warranty (if it were in effect) would have expired by its terms at the time of the claim.
14. Vehicles designed to use alternative fuels including, but not limited to, liquefied petroleum gas (LPG), compressed natural gas (CNG) and methanol.
15. If the odometer is not working or has been tampered with while owned by you so that the vehicle's actual mileage cannot be determined.
16. Any liability for property damage, injury or death resulting from your operation of the vehicle.
17. Breakdowns caused by: carbon or sludge buildup; lubricant blockage; failure to maintain proper levels of lubricants or coolants; contamination of fluids, fuels, lubricants or coolants; rust or corrosion; overheating; foreign materials; pre-ignition; detonation; pinging; or electrolysis.
18. Breakdowns due to improper repairs.
19. Breakdowns if the vehicle is a total loss or has been repossessed.
20. Step vans, high cube vans, box body vehicles; vehicles equipped with a flat bed, dump bed, commercial towing equipment, lifting equipment, hoisting equipment, or snow plow equipment.

21. **Repair or replacement of components needed to improve operating performance due to normal wear and tear. This includes, but is not limited to, valve and ring repairs designed to improve engine compression or reduce oil consumption or automatic transmission slipping due to worn friction plates or discs when no other failure has occurred.**

H. WHAT TO DO IF YOU BREAKDOWN

1. **IT IS YOUR RESPONSIBILITY TO CALL US OR HAVE THE REPAIR FACILITY CALL US FOR PRIOR AUTHORIZATION BEFORE ANY REPAIRS ARE DONE AND OBTAIN A CLAIM AUTHORIZATION NUMBER. IF YOU DON'T, YOUR CLAIM WILL BE DENIED. FOR PRIOR AUTHORIZATION, CALL OUR CLAIMS DEPARTMENT AT (888) 919-3718. IT IS YOUR DUTY TO FOLLOW THE OWNER'S MANUAL AND TO PROTECT THE VEHICLE FROM FURTHER DAMAGE IN THE EVENT OF A BREAKDOWN.**
2. Take your vehicle to your local dealer if possible. Otherwise, take it to any approved licensed repair facility and provide the facility with your Contract or Contract number.
3. If required by us, authorize the repair facility to tear down your vehicle so that the repair facility can advise us of the cause of the breakdown, and so that we can inspect the vehicle to determine whether the breakdown is covered. We have the right to inspect your vehicle before determining coverage. **IF THERE IS NO COVERAGE, YOU ARE RESPONSIBLE FOR THE DIAGNOSTIC AND TEARDOWN CHARGES.**
4. We will provide the repair facility with an authorization number and the amount authorized for covered claims. After the repair is complete, pay your deductible and any non-covered costs to the repair facility. Sign the repair order with the authorization number on it, warranting that the repair has been performed, so that the shop can be paid. If you are seeking reimbursement for the repair, send the repair invoice signed by you to us, along with proof of payment, and any other information that we may require, within 30 days of the completion of the repair.
5. **Emergency Repairs.** If a breakdown occurs outside our normal business hours, you must still contact us prior to any repairs being done. You will receive an emergency reference number and the procedure to follow with regard to the repair of the breakdown.

I. HOW TO CANCEL YOUR CONTRACT

1. You may cancel your Contract at any time.
2. **CONTACT US FOR A QUOTE FOR THE AMOUNT OF YOUR CANCELLATION REFUND.**
3. If you decide to cancel, ask us for a cancellation request form, or submit a written request to cancel. You must provide us with: (i) the vehicle mileage; (ii) the date you want the cancellation to be effective (which may not be more than 60 days prior to the date we receive the written cancellation request); (iii) proof that the lienholder on the front page of your Contract has been paid in full; and (iv) any other information we may require.
4. If you cancel within the first 60 days after the Contract purchase date, you will receive a full refund of the purchase price less any claims paid, and less an administrative fee equal to the lesser of 5% of the Contract purchase price or \$50.
5. If you cancel after 60 days, the refund will be no less than 100% of the unearned pro rata premium based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining, less any claims paid. In addition, an administrative fee equal to the lesser of 5% of the unearned Contract purchase price or \$50 will be deducted from the refund.
6. We may cancel this Contract for any reason within 60 days of the Contract purchase date and provide a full refund of the Contract purchase price, less any claims paid. After the Contract has been in effect for 60 days, we may only cancel for the following reasons: 1) there has been a material misrepresentation or fraud at the time of sale of the Contract; 2) the Contract purchaser has failed to maintain the motor vehicle as prescribed by the manufacturer; 3) the odometer has been tampered with or disabled and the Contract purchaser has failed to repair the odometer; or 4) nonpayment of premium by the Contract purchaser, in which case we shall provide the Contract purchaser notice of cancellation by certified mail. If we cancel for any of these reasons, you will receive a refund of no less than 100% of the unearned pro rata premium based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining, less any claims paid.
7. If you do not advise us that the lienholder identified on the front of the Contract has been paid in full, then any refund will be made payable solely to the lienholder.

J. HOW TO TRANSFER YOUR CONTRACT

1. **If you have paid for this Contract in full, then you may transfer it along with your vehicle to an individual (the transferee). It may not be transferred to an automobile dealer or to anyone that buys, sells, or leases vehicles for a living.**
2. **Pay a \$40.00 transfer fee.**
3. **Request a transfer form, or request a transfer in writing, and provide the following information: (i) the transferee's name, address and telephone number; (ii) the reason for the transfer; (iii) odometer mileage at time of transfer certified by a licensed dealer; (iv) verifiable receipts showing that required maintenance has been performed, and all repair orders; (v) the transfer form or transfer request signed by both you and the person receiving the vehicle; and (vi) any other information we may require. You must request the transfer and provide the above information to us within 30 days of the transfer of ownership.**
4. **Please contact us if the transferee does not receive confirmation of the transfer within 45 days from the date the transfer request is received by us.**

K. OUR OBLIGATIONS TO YOU ARE INSURED

This Contract is not a contract of insurance. The obligations under this Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim within 60 days after proof of loss has been filed with us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, Florida 33157, or call the toll-free number at (866) 306-6694.

L. HOW TO CONTACT OUR US

1. By mail: AAGI of Florida, Inc.
P.O. Box 925
Arlington Heights, IL 60006
2. For Customer Service: 888-919-3629
3. **For Claims: 888-919-3718**
4. For Cancellations or Transfers: 888-919-3629
5. For **Emergency Roadside Assistance** and Towing: 855-237-3819. You will need to provide the following information: Producer Code – 89828; your Contract number located in the front upper right hand corner of the front page of your Contract; and your coverage plan letter “DU”.

M. NON-BINDING ARBITRATION PROVISION

Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.

Disputes under this Contract shall be subject to mandatory, non-binding arbitration. To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, or visiting www.adr.org. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. You also 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. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

N. EMERGENCY ROADSIDE ASSISTANCE

EMERGENCY ROADSIDE ASSISTANCE

Emergency Roadside Assistance is available throughout the United States and Canada, 24 hours a day, 365 days a year. **You will only have to pay for any costs in excess of the \$150.00 per occurrence limit plus any non-covered costs.**

When calling for towing or road service you must call (855) 237-3819, and a service vehicle will be dispatched to your assistance.

You will be required to give the representative assisting you the following information: Producer Code – 89828, your Vehicle Service Contract or Limited Warranty Number (located on the front right hand corner of this Contract), and your coverage plan letter which is “DU”.

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.

Note: Coverage is extended to the Registered Vehicle only. Registered Vehicle is defined as that specific vehicle indicated on the vehicle service contract or limited warranty (“Contract”) and registered with Nation Safe Drivers (NSD) for coverage, and which you own or lease. (12-month lease or longer) Roadside Assistance Benefits are only available to you during the term of this Contract.

(NOTE: ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN NSD IS NOT COVERED AND IS NOT REIMBURSABLE.)

The following are covered emergencies, subject to the \$150.00 per occurrence limitation:

1. Towing Assistance – In the event your Registered Vehicle is disabled, NSD will dispatch a service vehicle to your location to assist you. In the event your Registered Vehicle is unable to continue under its own power your Registered Vehicle may be towed to a location of your choosing. You will receive \$150.00 of towing at no cost. Any additional charges will be your responsibility, and payment will be expected at the time service is rendered;
2. Battery Service – If a battery failure occurs, a jump-start will be applied to start your Registered Vehicle;
3. Flat Tire Assistance – Service consists of removal of the flat tire and its replacement with your good inflatable tire;

4. Fuel, Oil, Fluid and Water Delivery Service – An emergency supply of fuel, oil, fluid and water will be delivered if the Registered Vehicle is in immediate need. **You must pay for the fuel or other fluid when it is delivered;**
5. Lock out Assistance – If your keys are locked inside of the Registered Vehicle, NSD will provide assistance in gaining entry to the Registered Vehicle's passenger compartment only.

Reimbursement: In the event your Registered Vehicle is disabled and NSD was unable to fulfill its obligations for any of the above covered services, and you contracted for a covered service on your own after receiving prior authorization from NSD, 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 800 Yamato Road Suite 100, Boca Raton, Florida, 33431, **Attn:** Claims. Claim forms may be obtained online at www.nsdclaims.com or by calling toll-free 1-888-684-9327. Maximum reimbursement is \$150.00.

The following items are not included as part of the emergency roadside assistance benefit:

Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Registered Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, or fuel, cost of installation of products, or materials. Non-emergency towing or other non-emergency service. Any service available through a valid manufacturer's warranty or service. Non-emergency mounting or removing of snow tires or chains. Tire repair or return of a repaired tire to the disabled vehicle. Extrication or Winching. Motorcycles, trucks over 1 ton capacity, taxicabs, limousines, or other commercial vehicles. Antique vehicles (meaning any vehicle in excess of 20 years old or out of manufacture for 10 years or more). Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes and fines. Damage due to collision, fire, flood, terrorism or vandalism. Road service or towing for any vehicle in a qualified repair facility. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service station or garage. Vehicle storage charges. A second tow. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the Registered Vehicle if towed or serviced. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, unlicensed, unattended, or other violations of law. The labor cost of installing, repairing, removing, or testing of the Registered Vehicle(s) equipment or parts, or mounting or removing of chains or snow tires, or the shoveling of sand or snow. Repeated service calls for a Registered Vehicle in need of routine maintenance repair. Reimbursement for services secured through any other source other than NSD without prior authorization from NSD. Only 1 disablement for the same cause during any 7 day period will be accepted. **THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.**

All 24 Hour Roadside Assistance Services and Benefits are provided by Nation Motor Club, LLC dba Nation Safe Drivers with administrative offices at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. **In California:** All 24 hour Emergency Roadside Assistance Services and Benefits are provided by Nation Motor Club, LLC located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431; California Motor Club Permit Number 5157-3. **In Alabama, Alaska and Utah:** All 24 hour Emergency Roadside Assistance Services and Benefits are provided by Nation Safe Drivers Services, Inc. located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

All roadside assistance services and benefits are available to you up to your benefit limit without any additional payments. You are responsible for any non-covered expenses.

O. MANUFACTURER'S WARRANTY DISCLOSURE

If the term of this Contract overlaps with the term of your manufacturer's warranty, look first to your manufacturer's warranty for coverage. This Contract excludes coverage for any loss covered by your manufacturer's warranty, but may nevertheless provide benefits in addition to those provided by your manufacturer's warranty.

P. RENEWAL

This Contract is nonrenewable.