

## **EZ-ELITE TERMS AND CONDITIONS**

Notice: This contract is renewable by Your monthly payment. By making Your monthly payments, You are keeping Your contract in force until You stop paying the monthly payments, until which time Your CONTRACT shall be cancelled.

When YOU receive this CONTRACT read it carefully. Ensure that the Declaration Page is complete and accurate.

Purchase of this CONTRACT is not required in order to purchase or obtain financing for the COVERED VEHICLE. This CONTRACT is not issued by the manufacturer or wholesale company marketing the COVERED VEHICLE.

This CONTRACT will not be honored by such manufacturer or wholesale company.

### **I – DEFINITIONS**

**ADMINISTRATOR, WE, US, or OUR:** means the ADMINISTRATOR, provider, and obligor of this CONTRACT - Marathon Administrative Co., Inc., 1476 North Green Mount Road, P.O. Box 961, O'Fallon, IL 62269, 800-205-8988.

**CONTRACT:** means this Vehicle Service Contract.

**CONTRACT HOLDER, YOU, or YOUR:** means the purchaser or holder of this CONTRACT.

**COVERED PART(S):** means BREAKDOWN of a part not excluded in this CONTRACT.

**COVERED VEHICLE or VEHICLE:** means the VEHICLE covered by this CONTRACT, which is the one identified on the Declaration Page.

**DEDUCTIBLE:** In the event of a BREAKDOWN of a part, repaired or replaced under the terms and conditions of this CONTRACT, the PURCHASER will be subject to pay the applicable DEDUCTIBLE as specified on the Declaration Page.

**PARTICIPATING LENDER:** means any financial institution providing financing for the purchase of the VEHICLE and/or this CONTRACT.

**MANUFACTURER'S WARRANTY:** In the event of a BREAKDOWN of a part, whose repair or replacement is provided for under a MANUFACTURER'S WARRANTY or Special Policy Program, payment will be provided for the required manufacturer's deductible, less the DEDUCTIBLE specified above.

**MECHANICAL BREAKDOWN or BREAKDOWN:** means a breakage or total failure of a COVERED PART. BREAKDOWN does not provide for damage resulting from the failure of an excluded part(s) or the lack of proper maintenance services. Minor loss of fluid or seepage is

considered normal and is not considered a MECHANICAL BREAKDOWN. A BREAKDOWN does not include gradual reduction in operating performance due to normal wear and tear.

TERMS: Coverage under this CONTRACT begins on the CONTRACT Sale Date listed on YOUR Declaration Page and will expire when this CONTRACT is terminated.

WAITING PERIOD: means no claims or Roadside Assistance will be paid on any claims or failures that occur within the number of days and miles specified on the Declaration Page from the odometer reading and CONTRACT Sale Date specified on the Declaration Page. The WAITING PERIOD also applies to CONTRACTS with a lapse in coverage due to non-payment.

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## **II – INSURANCE COMPANY STATEMENT**

The performance and obligations of the provider for covered repairs under this CONTRACT are insured separately by a Reimbursement Insurance Policy issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. If the Claims ADMINISTRATOR fails to pay a claim under this CONTRACT within 60 (sixty) days of proof of loss by YOU, the service CONTRACT HOLDER, YOU may make a direct claim against Lyndon Southern Insurance Company, Insurance Company of the South, or Atlantic Specialty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738 or by writing to the aforementioned address.

When YOU receive this CONTRACT read it carefully. Ensure that the Declaration Page is complete and accurate.

Purchase of this CONTRACT is not required in order to purchase or obtain financing for the COVERED VEHICLE. This CONTRACT is not issued by the manufacturer or wholesale company marketing the COVERED VEHICLE. This CONTRACT will not be honored by such manufacturer or wholesale company.

## **III – CONTRACT HOLDER OBLIGATIONS**

- Vehicles with under 150,000 miles must change engine oil and oil filter at the manufacturer's recommended interval. Vehicles with over 150,000 miles must ensure that the engine oil and engine oil filter be changed every four (4) months or four thousand (4,000) miles, whichever occurs first (within a window of 1 month or 1,500 miles). Transmission service including fluid, flushes, and filter change must be performed every 12 months or 12,000 miles, on vehicles (6) six years or older. Transmissions in vehicles that are less than six (6) years old should service in accordance with the manufacturer requirements. Non-serviceable transmissions are excluded from this requirement. Proper documented and verifiable receipts for oil and engine oil filter changes will be required in the event of a claim and must have verifiable vehicle information such as year, make, model, mileage, date of service, parts and labor charges, vehicle ID # and the customer's signature. Repairer information including, name, address, phone number.

- In order for this CONTRACT to remain in force, the CONTRACT HOLDER is required to follow the vehicle manufacturer's required maintenance schedule. Some vehicle manufacturers require that the Timing Belt be changed a specific interval. CONTRACT HOLDER must follow the vehicle manufacturer's maintenance guidelines to avoid denial of a claim because of improper maintenance. The CONTRACT HOLDER must keep and make available verifiable, signed service/purchase receipts that show that this maintenance has been performed within the time and mileage limit requirements.
- The CONTRACT HOLDER and the Repair Facility are required to obtain an authorization number prior to beginning any repairs that would be covered by this CONTRACT.
- The CONTRACT HOLDER is responsible for paying a DEDUCTIBLE for each visit to the Repair Facility. The DEDUCTIBLE is specified on the Declaration Page.
- The CONTRACT HOLDER is responsible for authorizing and paying for any tear down or diagnosis time needed to determine if the COVERED VEHICLE has a covered BREAKDOWN. If it is subsequently determined that the repair is needed due to a covered BREAKDOWN, the ADMINISTRATOR will pay for such tear down or diagnosis. If the failure is not a covered BREAKDOWN, the CONTRACT HOLDER is responsible for payment of such tear down or diagnosis.

#### IV – ADMINISTRATOR OBLIGATIONS

If a covered BREAKDOWN of the VEHICLE occurs during the term of this CONTRACT, the ADMINISTRATOR will: pay the CONTRACT HOLDER or the Repair Facility for repair or replacement, as ADMINISTRATOR deems appropriate of the COVERED PART(S) which caused the BREAKDOWN, if the CONTRACT HOLDER has met his/her obligations as described in this CONTRACT. Replacement parts can be of like kind and quality. They may include the use of new or remanufactured parts as determined by ADMINISTRATOR.

#### V – LIMIT OF LIABILITY

In case of a BREAKDOWN, OUR liability is limited to repairing or replacing defective parts with like, kind, and quality including the replacement of all lost fluids, including the product. The limit of liability per covered vehicle is \$3,000.00 per occurrence to the engine, \$2,000.00 per occurrence to the transmission, \$1500.00 per occurrence to the transfer case.

#### VI– BENEFITS

**1-888-754-0371**

**ROADSIDE ASSISTANCE**

**1-888-754-0371**

**EMERGENCY ROADSIDE ASSISTANCE:** Provides emergency road services for non-accident related incidents, where failure is due to a defect in material or workmanship.

**Benefit Limits:** For the TERM OF YOUR AGREEMENT, the listed sign and drive (meaning YOU incur no expense up to program limit) benefits are available 24 hours a day / 365 days a year. The following *non-accident related* services are available for covered Breakdowns up to a maximum benefit of \$100.00 per incident:

***Jump Starts* | *Flat Tire Changes*** (using YOUR inflated spare) | ***Vehicle Fluid Delivery*** (cost of VEHICLE fluids extra) | ***Lockout Assistance*** (key cutting/replacement extra) | ***Concierge Services*** (courtesy help and emergency [hone call support to relatives, police, etc.

**Towing** benefits up to a maximum of \$100.00 per occurrence, as it relates to a covered mechanical breakdown of the covered vehicle paid claim covered under this CONTRACT

Services not available in areas where state providers are exclusively utilized.

\*\* Benefits are limited to "cash call with reimbursement" service only for the first forty five (45) days of coverage. \*\*

**SUBSTITUTE TRANSPORTATION:** Should YOUR COVERED VEHICLE become inoperable due to the BREAKDOWN of a part (not excluded), upon authorization, payment will be provided to reimburse YOU for actual expenses incurred when renting a vehicle from a licensed car rental agency. Benefits will be allowed only for reasonable time necessary to complete the repair with a maximum benefit of five (5) calendar days. Maximum daily rental allowance is thirty dollars (\$30.00) per day, not to exceed one hundred fifty dollars (\$150.00) per visit. If due to part availability, and the repair cannot be completed in five (5) calendar days, an additional five (5) days may be allowed at thirty dollars (\$30.00) per day with a maximum additional benefit of one hundred fifty dollars (\$150.00), **PROVIDED ADDITIONAL AUTHORIZATION IS OBTAINED FROM THE ADMINISTRATOR.**

**LODGING REIMBURSEMENT:** Reimburse the CONTRACT HOLDER for hotel and restaurant expenses up to \$50 per day for a maximum of three (3) days in the event of a BREAKDOWN covered by the CONTRACT, which occurs more than one hundred (100) miles from YOUR home and results in a Repair Facility keeping the COVERED VEHICLE overnight. The maximum benefit per occurrence is \$150. To receive hotel and restaurant reimbursement, the CONTRACT HOLDER must supply ADMINISTRATOR with his/her receipts from the providers of such services.

**EXTENDED TOWING BENEFIT:** In the event that YOUR towing benefit (included in the Roadside Assistance plan or provided by YOUR vehicle manufacturer) does not cover the full amount of the tow for an authorized repair, Administrator will reimburse You up to one hundred dollars (\$100.00) per occurrence for charges in excess of any other disbursements from other towing coverage plans. No Deductible will apply to this coverage.

## **VII. COVERAGES – WHAT THIS CONTRACT COVERS**

- 1. Engine:** Cylinder Block, Cylinder Head(s) and all internal lubricated parts contained within the engine including, Pistons, Piston Rings, Connecting Rod Bearings, Crankshaft, Crankshaft Main Bearings, Camshaft, Camshaft Bearings, Cam Followers, Timing Chain, Timing Gears, Guides, Tensioners, Rocker Arms, Rocker Shafts, Rocker Bushings, Cylinder Head Valves, Valve Guides, Valve Lifters, Valve Springs, Valve Retainers, Push Rods, Timing Chain Cover, Intake and Exhaust Manifolds, Valve Covers, Engine Mounts, Wrist Pins, Connecting Rods, Distributor Drive Gear, Dip Stick Tube, Balance Shaft, Balance Shaft Bearing, Balance Shaft Bushing, Valve Locks and Oil Pump Pickup.
- 2. Transmission/Automatic or Standard:** The internal components of the automatic transmission or manual transmission, drive chain, drive chain gears, carrier bearings,

internal transaxle seal. The manual transmission case and automatic transmission case and torque converter are covered, if damaged by the failure of internally lubricated parts. Transmission Mounts, Oil Pan, Flywheel/Flex Plate, Vacuum Modulator.

3. **Transfer Case:** Transfer Case, Drive Chain, Drive Chain Gears, Planetary Gears, Shift Rail Forks, Bearing, Bushing, Oil Pump, Output Shaft, Main Shaft Washers and all other internal lubricated parts.
4. **Differential Assembly (Front and Rear):** Differential Housing, Axle Shaft, Ring and Pinion, Bearing, Bushing, Washers, Differential Cover and all other internal parts contained with the differential assembly.
5. **CV-Joints:** CV boots must not be torn at the time of failure. Lubricated joint failure only. Universal Joint (U Joint) is not included.
6. **Water Pump:** Impeller shaft, bearings, bushings and housings.
7. **Oil Pump:** Oil Pump Housing, Harmonic Balancer, Oil Pan.
8. **Fuel System:** fuel delivery pump, fuel injection pump and metal fuel delivery lines. Diesel fuel delivery pumps and diesel injection pumps are not covered.
9. **Timing Belt:** If you have followed manufacturer's recommended maintenance intervals for replacement of timing belt and/or belt tensioner.
10. **Electrical:** Alternator, Voltage Regulator, Front and Rear Window Wiper Motors, Starter Motor, Ignition Switch, Head Lamp Switch, Turn Signal Switch, Rear Defogger Switch, Power Window Motors, Power Door Lock Actuators/Switches, Air Conditioning Blower Switch.
11. **Turbocharger/Supercharger:** Turbocharger/Supercharger Housing, Turbo Boost Valve, Turbo Waste Gate Actuator, Supercharger Drive Belt, Bearing, Bushing and all other internal parts, (factory installed only).
12. **Air Conditioner:** Condenser, Evaporator, Expansion valve and blower motor, Compressor, Compressor Clutch and Pulley, Idler Pulley, Coverage is also provided for the accumulator/receiver dryer and orifice tube if replaced as part of an otherwise covered repair.
13. **Seals and Gaskets:** Seals and Gaskets are covered only in conjunction with the repair or replacement of the covered parts listed in items 1-14 above. Leaking Seals and Gaskets as "stand alone" repairs are NOT covered by the CONTRACT.

**COMMERCIAL COVERAGE-** A COMMERCIAL USE VEHICLE IS DEFINED AS A VEHICLE UP TO 1 TON REGISTERED TO A BUSINESS AND/OR BUSINESS PURPOSES. VEHICLES THAT ARE USED IN EXCESS OF MANUFACTURERS G.V.W. OR FOR EXCESSIVE HAULING AND PULLING ARE EXCLUDED FROM COVERAGE. TOW TRUCKS, VEHICLES WITH SNOWPLOWS, POLICE VEHICLES, AND TAXIS ARE SPECIFICALLY EXCLUDED FROM COVERAGE HEREUNDER.

#### VIII. EXCLUSIONS – WHAT THIS CONTRACT DOES NOT COVER

1. **ANY LOSS/EXPENSE OCCURRING OUT OF THE REPAIR AND/OR REPLACEMENT OF A PART NOT AUTHORIZED BY THE ADMINISTRATOR.**

2. 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).
3. A BREAKDOWN occurring to a VEHICLE operated outside the United States of America or Canada.
4. 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.
5. Any cost covered by a repairer's suppliers guarantee, or any cost which would normally be covered by a MANUFACTURER'S WARRANTY.
6. Any part not covered by, or excluded by the original vehicle MANUFACTURER'S WARRANTY.
7. A breakdown caused by an improper previous repair or misdiagnosis by a repair facility.
8. The cost of diagnostic inspection, disassembly and/or reassembly, if the inspection determines that the failure was not a BREAKDOWN under the terms and conditions of this CONTRACT.
9. For any BREAKDOWN caused by freezing, inadequate coolant, lubricants or fluids, or any BREAKDOWN to a part resulting from contamination of fluids, rust, corrosion, foreign material, sludge or carbon deposits and coolant intermix. This includes a BREAKDOWN caused by a failure to replace seals or gaskets in a timely manner.
10. A BREAKDOWN of a part resulting from the PURCHASER'S refusal to previously perform reasonable repairs and/or maintenance services recommended by the repair facility or ADMINISTRATOR.
11. Excessive cost to repair or replace a part. Reasonable cost being: Manufacturer's suggested retail price on parts and labor hours determined by a flat rate labor manual AllData multiplied by the customary national labor charge for the repair/replacement of a protected part.
12. A gradual reduction in operating performance due to normal wear and tear, such as but, not limited too guides, valves, rings, and transmission clutch pack discs and bands. Wear and tear is defined as damage to a component that has not failed but does not meet the manufacturer's tolerances and/or specifications.
13. Repair of any parts used, added or replaced during a covered repair which are not necessary to the completion of the 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).
14. Loss caused by a failure to properly operate or care for the VEHICLE (before or after a BREAKDOWN occurs) including: negligence, misuse, abuse, using the VEHICLE for competitive driving, racing or off road trails, or pulling a trailer exceeding the manufacturer's rated capacity of the VEHICLE.
15. Consequential damage of a covered component by a non-covered component.
16. Failure of a non-covered component caused by a covered component.
17. If there are modifications and/or alterations to the VEHICLE not recommended by the manufacturer, including, but not limited to, all frame or suspension

- modifications, lift kits, lowering kits, emissions and/or engine modifications (improved air filters are not considered a modification) done before or after the effective date of this CONTRACT, the VEHICLE does not qualify for coverage. Any failure to a COVERED PART due to improper tire/wheel size.
18. Vehicles that have been modified by or with the CONTRACT HOLDER'S knowledge, in a manner that increases the likelihood of a BREAKDOWN.
  19. Loss or expense to the VEHICLE, when the odometer is inoperative or stopped, improper recorded calculation, tampered with or altered.
  20. Repair or replacement of any parts not supplied by the factory and/or does not meet factory specifications.
  21. A BREAKDOWN caused by overheating, (regardless the cause of overheating), rust or corrosion.
  22. Collision or upset, breakage of glass, missile, falling objects, fire, electrical fire, meltdown theft, larceny, explosion, freezing, earthquake, windstorm, hail, water, flood, malicious mischief, vandalism, riot or civil commotion, lightning, nuclear contamination, smoke, bodily injury or property damage arising or allegedly arising from a defect of a part. This also includes any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force with respect to the VEHICLE.
  23. Ineligible vehicles: Any vehicle used for rental, shuttle, taxi, limousine service, delivery or hauling services, police, fire or emergency services or other public service vehicle, security services, oil field vehicles, cable or line installation/removal vehicles. Any vehicle equipped with dump bed, towing equipment, snow plow, cherry pickers, lifting or hoisting equipment (excluding handicap lifts), step van, high-cube van or box bodies or motor homes. Any grey market vehicles, salvaged or branded title vehicle or vehicles where the MANUFACTURER'S WARRANTY has been voided or rescinded. Any vehicles with true mileage unknown at contract inception date.
  24. Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental or consequential damages that results from a BREAKDOWN.
  25. A BREAKDOWN caused by lack of manufacturer's specified maintenance.
  26. Any costs or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
  27. Maintenance services and parts, including: engine tune-up, suspension alignment, wheel balancing, filters, lubricants, engine coolant, drive belts, radiator hose, heater hose, by-pass hose, wiper blades, air conditioning recharge, fluids, spark/glow plugs and wires, manual clutch disc lining, pressure plate, throwout bearings, brake pads, drums, rotors and linings, distributor cap, wiper arms, pcv valve and pcv hose/line.
  28. Alignment of bumper and body parts, service adjustments/cleaning. Fasteners such as: nuts, bolts, screws. Door handles, door hinges, cup holders, consoles, knobs, televisions, telephones, air shocks and air springs.
  29. Fuses and fuseable links

30. Glass, lenses, sealed beams and light bulbs. Headlamp assembly, tail light assembly and fog lamp assembly.
31. Tires, wheels and studs, wheel covers, battery and cables, shock absorbers.
32. After market parts and accessories not produced by the VEHICLE'S manufacturer.
33. Bumpers, impact absorbers, sheet metal, body panels, frame and sub-frame, welds, carpet, trim, upholstery, convertible or vinyl tops, moldings and bright metal, air and water leaks, wind noise, weather strips, squeaks and rattles, paint, rust, airbag systems, safety restraint systems, dashpad and sunvisors.
34. Carburetor, throttle body assembly (except injectors), loss caused by contaminated fuel system, exhaust system (except exhaust manifold). Fuel injectors covered for electrical failure only.
35. Any liability, cost or damages the CONTRACT HOLDER may incur to the benefit of any other third parties other than ADMINISTRATOR – approved repair or replacement of COVERED PARTS which caused a BREAKDOWN.

#### **IX. WHAT TO DO IF YOU HAVE A BREAKDOWN**

1. Use all reasonable means to protect the COVERED VEHICLE from further damage. This may require YOU to stop the COVERED VEHICLE, turn off the engine, and have the COVERED VEHICLE towed.
2. Present this CONTRACT to the Repair Facility, call ADMINISTRATOR, toll free at **1-800-205-8988**. ADMINISTRATOR can be reached through the mail at P.O. Box 961, O'Fallon, IL 62269.
3. Prior to proceeding with repairs, ensure the Repair Facility calls ADMINISTRATOR with an estimate of repairs and receives an authorization number from ADMINISTRATOR.
4. ADMINISTRATOR reserves the right to inspect any BREAKDOWN prior to authorization.
5. In-home service is not provided under this CONTRACT. Any payment of the costs of transporting the COVERED VEHICLE for service is provided under this CONTRACT exclusively pursuant to the terms and conditions of this CONTRACT.
6. The CONTRACT HOLDER is responsible for paying a DEDUCTIBLE for each visit to the Repair Facility, as specified on the Declaration Page.

#### **X. HOW TO SUBMIT A CLAIM**

1. Contact or have a representative of the repair facility contact ADMINISTRATOR'S Claim Department BEFORE any work is performed by calling (800) 205-8988.
2. Upon diagnosis and determination of covered items, subject to the terms and conditions of this CONTRACT, ADMINISTRATOR will issue an authorization number. The authorization number MUST appear on all repair bills. Failure to obtain authorization PRIOR TO REPAIRS will result in non-payment of claim. Fraudulent or misuse of this CONTRACT will result in non-payment of claim and cancellation of this CONTRACT. ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ALL VEHICLES PRIOR TO OR AFTER REPAIRS ARE PERFORMED.
3. For emergency repairs, should a BREAKDOWN occur after the ADMINISTRATOR'S normal business hours or on a national holiday, the pre-authorization requirement is



amended. The ADMINISTRATOR must still be contacted when reasonably possible following the BREAKDOWN. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges. The labor cost to be determined by a flat rate labor manual Alldata multiplied by the customary labor charge for the repair/replacement of a protected part. The labor rate allowed shall not exceed the national average labor rate.

4. Upon the filing of a claim under this CONTRACT, ADMINISTRATOR will verify the validity of the CONTRACT (proper owner, proper vehicle, CONTRACT still in force), verify the BREAKDOWN with the Repair Facility, verify coverage, and authorize repair of COVERED PARTS (provide Repair Facility with authorization code and confirm cost of repair). Payment is provided through direct billing, credit card, or CONTRACT HOLDER reimbursement.

**5. PAYMENT OR REIMBURSEMENT OF CLAIMS PAYMENT OPTION:**

When the damage and repair falls within the scope of this CONTRACT, and authorization to proceed with the repair is obtained from the ADMINISTRATOR and the repair work is completed, ADMINISTRATOR will then reimburse YOU or the repair facility for the approved cost of the work performed on YOUR VEHICLE that is covered by this CONTRACT less the Deductible (if any) and state sales tax where applicable. The ADMINISTRATOR will arrange for such payment by check or nationally recognized credit card (usually Visa ® or MasterCard ®.)

**REIMBURSEMENT OPTION:** YOU or the repair facility may claim reimbursement from the ADMINISTRATOR, by submitting the paid invoice to the address below. Claims must be submitted within 180 days from the ADMINISTRATOR authorization date to qualify for reimbursement. If YOU show that it was not reasonably possible to give notice or file the proof of loss within the 180 days and that notice was filed as soon as reasonably possible, then YOU will still receive reimbursement for YOUR claim. The following information must be included with YOUR paid invoice and is generally supplied to YOU by the repair facility YOU selected:

1. Your mechanical complaint.
2. Itemized listing of replacement parts names, numbers and prices.
3. Description of labor and charges necessary to correct the mechanical failure.
4. Vehicle Mileage.
5. Date of Repair.
6. Authorization and CONTRACT number.
7. Completed repair order (all applicable sublet repair bills). Rental Car agreement charges (licensed rental agency only) will be reimbursed to you upon receipt by the Administrator of the paid rental agreement charges.
8. A signed Work Completed Form. This form will be provided to YOUR repair facility by the ADMINISTRATOR.

**XI. CANCELLATION PROCEDURE**

1. YOU may cancel this CONTRACT at anytime. All cancellation requests made within sixty (60) days of the CONTRACT Sale Date will be eligible for a full refund, less claims paid. An administrative fee shall be charged not to exceed 5 percent of the gross premium paid by YOU.

2. All cancellation requests made after sixty (60) days of the purchase date of the CONTRACT will be eligible for a refund of 90% of the unearned pro rata premium, less any claims paid.
3. The ADMINISTRATOR may cancel this CONTRACT at anytime for one or more of the following reasons:
  - a. YOU make a material misrepresentation or fraud at the time of sale of the CONTRACT,
  - b. YOU have failed to maintain the motor vehicle as prescribed by the manufacturer,
  - c. The odometer has been tampered with or disabled and YOU fail to repair the odometer, or
  - d. Nonpayment of premium by YOU, in which case ADMINISTRATOR shall provide YOU notice of cancellation by mail.
4. If the ADMINISTRATOR cancels this CONTRACT, ADMINISTRATOR will return 100% of the paid unearned pro rata premium, less any claims paid, to YOU.

## **XII. TRANSFER PROCEDURE**

**This Agreement may not be transferred upon sale of the vehicle to another private party.**

## **XIII. GENERAL PROVISIONS**

- A. **SUBROGATION:** In the event benefits are paid under this CONTRACT, ADMINISTRATOR shall be subrogated to all the rights YOU have to recover against any person or organization arising out of any failure subject to any recall campaign, as well as any order, judgment, consent decree or other settlement. YOU shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. Further, all amounts recovered by YOU for which YOU have received benefits under this CONTRACT, shall belong to, and be paid to ADMINISTRATOR up to the amounts of benefits paid under this CONTRACT.
- B. **NOTICE:** The ADMINISTRATOR may adjust the monthly purchase price by providing a sixty day notice to YOU.