

# INTERSTATE NATIONAL DEALER SERVICES OF FLORIDA, INC.

## HiRoad Classic Xtra Vehicle Service Contract Terms and Conditions

### Definitions

<b>Administrator</b> .....	refers to Interstate National Dealer Services of Florida, Inc.
<b>Contract</b> .....	refers to this <b>Vehicle Service Contract</b> which <b>You</b> purchased from <b>Us</b> to protect <b>Your Vehicle</b> .
<b>Coverage</b> .....	refers to the component protection <b>You</b> have chosen, as shown on the <b>Identification Card</b> .
<b>Deductible</b> .....	refers to the <b>Deductible</b> type and amount <b>You</b> will need to pay, as shown on the <b>Identification Card</b> , for each covered <b>Failure</b> repair visit.
<b>Failure</b> .....	<b>Failure</b> is defined as a <b>Failure</b> of a defective part or faulty workmanship as supplied by the Manufacturer or Dealer, but does not include gradual reduction in operating performance due to wear or tear or damage resulting from <b>Failure</b> of non-covered parts.
<b>Identification Card</b> .....	refers to the numbered card which becomes part of this <b>Contract</b> . It gives information about <b>You</b> , <b>Your Vehicle</b> , <b>Coverage</b> chosen and other significant data.
<b>We, Us, Our</b> .....	refers to the entity who is obligated to perform under this <b>Contract</b> , as indicated on the <b>Identification Card</b> .
<b>You, Your</b> .....	refers to the <b>Contract</b> holder named on the <b>Identification Card</b> or the person to whom this <b>Contract</b> was properly transferred.
<b>Vehicle</b> .....	refers to the <b>Vehicle</b> which is described on the <b>Identification Card</b> , which cannot be used for rental, emergency or for-hire purposes.

### Terms and Conditions

The following represents the Coverages, Benefits, Cancellations, What to do in the Event of a **Failure** and Exclusions of **Your Vehicle Service Contract**. If **You** do not receive **Your Identification Card** within 60 days, phone the customer service number listed on page 6. This document is an Application for the Vehicle Service **Contract** and does not constitute a **Contract** until accepted by **Administrator**.

- 1. CONTRACT PERIOD:** This **Contract** begins immediately and will expire five (5) years from the start date or 100,000 miles from the odometer miles at the start date, whichever occurs first, as shown on the **Identification Card**.
- 2. FAILURE OF COVERED PARTS:** **We** will pay or reimburse **You** for reasonable costs to repair or replace any **Failure** of a part included in **Your Coverage**. **Replacement parts may be new, remanufactured or replacement parts of like kind and quality.**
- 3. TERRITORY:** This **Contract** is limited to **Failures** which occur, and repairs that are made, within the United States of America and Canada.
- 4. LIMIT OF LIABILITY**
  - a) The Maximum limit of liability per loss shall be equal to the actual cash value (ACV) of the vehicle at the time of repair. If a claim on the engine, drive axle or the transmission exceeds the actual cash value of the vehicle and the Administrator elects to pay the actual cash value of the vehicle, the vehicle becomes the property of the Administrator for salvage. **You** must be able to provide free and clear title prior to Administrator paying the ACV.
  - b) The limit of liability per covered vehicle is \$3,300 per engine, \$2,200 per transmission and \$1,500 per differential.
  - c) Once the limit of liability has been reached, this Contract, its transfer and cancellation rights, terminate.
- 5. OUR RIGHT TO RECOVERY:** If **We** pay anything under this **Contract** and **You** have a right to recover from another party, **Your** rights will become **Our** rights up to the amount **We** paid. **You** will do whatever is necessary to enable **Us** to enforce these rights.
- 6. TRANSFER RIGHTS:** This **Contract** may be transferred subject to a transfer fee not to exceed \$40.00 by the original **Contract Holder** named on the Application Page herein to all subsequent retail buyers before the expiration date of the **Contract** (licensed dealers excluded) by submission of receipts evidencing completion of manufacturer's prescribed lubrication services and a copy of the sales tax receipt. **We** also need a letter from **You** which expresses **Your** intent to transfer and states the name and address of the new owner.
- 7. MAINTENANCE REQUIREMENTS:** **You** must:
  - a) Change the engine oil and filter within sixty (60) days of the warranty start date.
  - b) Have the engine oil and filter changed by a commercial service facility every four (4) months or four thousand miles thereafter whichever comes first. Proper documented and verifiable receipts for oil and engine filter changes will be required in the event of a claim. Hand written receipts will not be accepted.
  - c) Have the transmission fluid changed by a commercial service facility every twelve (12) months or eighteen thousand miles, whichever comes first. Proper documented and verifiable receipts for transmission fluid changes will be required in the event of a claim. Handwritten receipts will not be accepted.
  - d) Maintain **Your Vehicle** according to the manufacturer's recommendations as outlined in the owner's manual. **NOTE: Your** owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. **You** are required to follow the maintenance schedule that applies to **Your** conditions.
  - e) Be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, is used in **Your Vehicle**.
  - f) Retain verifiable receipts for all parts and materials necessary to perform the required maintenance.
  - g) Produce maintenance receipts for review by the Administrator in case of a claim.
- 8. DEDUCTIBLE:** In the event of a **Failure** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to **Coverages** listed in the Benefits section of this **Contract**. The **Deductible** type and amount **You** have to pay is shown on the **Identification Card**, for covered **Failures** on a per repair visit basis. Should a covered **Failure** require more than one visit to repair, only one **Deductible** will apply to that **Failure**.
- 9. ARBITRATION:** Any controversy or claim arising out of or relating to this **Contract**, or the breach thereof, may be settled by non binding Arbitration. Either party may make a written request to the American Arbitration Association. If both parties agree to Arbitrate, the parties would then agree to abide by the rules and protocol established by the AAA.

### COVERAGES

#### CLASSIC PRIMARY

**ENGINE (Gas or Diesel):** 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, intake and exhaust valves, valve springs, valve guides, oil pump, push rods, rocker arms, rocker arm shafts, hydraulic and solid lifters. The engine block and heads are also covered if damage is caused by a **Failure** of any of the above covered components.

**WATER PUMP:** Impeller shaft; bearings; bushings and housing.

**TURBO/SUPERCHARGER:** Internal parts; vanes; shafts; bearings and housing if damage is caused by a **Failure** of a covered component.

**TRANSMISSION (Automatic or Standard):** All internal parts; torque converter; vacuum modulator and mounts. Does not include clutch assembly; pressure plate; flywheel; throwout bearing; worn synchronizers; cables or electrical items. The case is also covered if damage is caused by a **Failure** of any of the above covered items.

**TRANSFER UNIT (4x4):** Internal parts including: bearings, bushings, sprockets, chains, sleeves and gears (excluding electrical items). The transfer case is also covered if damage is caused by a **Failure** of any of the above covered components.

**SEALS AND 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.

## CLASSIC CUSTOM – includes Classic Primary plus the following:

**DRIVE AXLE(S):** All internal parts; differential case is covered if damaged by the Failure of an internally lubricated moving part.  
Note: If no box is checked on the **Administrator** copy of the Application Page, Primary **Coverage** will apply.

### Benefits

- **CAR RENTAL REIMBURSEMENT:** Should the Contract Holder's Vehicle become inoperable and have to remain overnight for repair at the Dealership or Authorized Repair Facility, Administrator agrees, in the event of a Failure of a covered component, to reimburse the Contract Holder for rental car transportation (except where prohibited by law). Such expense shall be limited to twenty-five dollars (\$25) per calendar day and not to exceed one hundred twenty-five dollars (\$125) per occurrence. In computing the amount due under this rental Coverage, only actual factory manual repair time on the Vehicle is covered. *Example 1 to 8 hours = 1 day; 8.1 to 16 hours = 2 days; 16.1 to 24 hours = 3 days; 24.1 to 32 hours = 4 days, 32.1 to 40 hours = 5 days. Car rental benefit will not be extended to include downtime waiting for parts or other delays beyond control of Dealer or Authorized Repair Facility.*
- **TOWING ASSISTANCE** - When towing is necessary as a result of the failure of a covered component Vehicle is towed to the nearest authorized service facility. You will be reimbursed up to \$50.00.

### What to do in the Event of a Failure

1. Prevent Further Damage - You should use all reasonable means and precautions to protect Your Vehicle from further damage. This Contract will not cover damage caused by not securing a timely repair of the failed component.
2. Take Your Vehicle to a Licensed Repair Facility - If Your Vehicle breaks down, return to the Issuing Dealer during normal service department hours. If this is not possible, take Your Vehicle to the licensed repair facility of your choice (You may contact Administrator for assistance in locating a repair facility).
3. Instruct the repair facility that they must obtain an authorization number from Administrator prior to proceeding with repairs. The amount so authorized is the maximum that will be paid. Any additional amounts need prior approval.
4. In some cases, You may be required to authorize the repair facility to inspect or tear down Your Vehicle to determine the cause and cost of the repair. You will be responsible for these charges if Failure is not covered by this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being performed.
5. After Administrator has been contacted, review with the repair facility components that will be covered by this Contract.
6. Administrator will reimburse the repair facility or You for the cost of authorized repairs performed on Your Vehicle, less any applicable Deductible. All repair orders and necessary documentation must be submitted to Administrator within thirty (30) days to qualify for payment.

### Repair Facility Guidelines for Claims Handling

#### Follow these steps when handling a claim:

1. Advise Contract holder that evaluation of a Failure does not mean that the repair is covered under this Contract. All covered repairs must receive prior authorization by Administrator.
2. Have Contract holder authorize inspection/tear down of the Vehicle to determine Failure's cause and cost to repair. Save all components, including fluids and filters, should Administrator require outside inspection. Notify Contract Holder that cost of tear down will not be paid if it is determined that Failure is not covered under this Contract.
3. Determine the cause of Failure, correction required and cost of the repairs.
4. Contact Administrator's Claims Advisor at 800-526-0929 to get authorization to proceed with the claim. Be prepared with the following when placing the call:
  - a. Customer's Name and Contract Number.
  - b. Cause of Failure and recommended correction.
  - c. Cost of repair.
5. The Claims Advisor will verify Coverage and do one of the following:
  - a. Approve Claim - If approved, You will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
  - b. Require Additional Evaluation, Inspection or Tear Down - Administrator may require an inspection prior to repair being completed. If a tear down is required to determine cause of Failure, Contract holder must authorize same. Notify Contract holder that if the repair is not covered, then Contract holder will be responsible for cost of the tear down. Repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If inspection is not made within forty-eight (48) hours, contact the Claims Advisor.
  - c. Deny the claim and provide the reason for the denial.
6. Review Administrator's findings with Contract holder as well as what will be covered by Contract and what portion of the repairs, if any, will not be covered.
7. Obtain Contract holder's authorization to complete repairs. All repair orders must have customer's signature to qualify for payment.
8. Submit repair order(s) which should contain Contract number, authorization number and authorized amount to Administrator within thirty (30) days at the following address:

Interstate National Dealer Services of Florida, Inc.  
333 Earle Ovington Boulevard, Uniondale, NY 11553  
800-526-0929, Claims Fax - 516-745-1986  
www.inds.com  
e-mail: claims@inds.com

### Cancellation of Vehicle Service Contract

#### BY CONTRACT HOLDER

Pursuant to section 634.121(5), Florida Statutes, the Contract Holder named herein may cancel this Contract at any time during the first sixty (60) days from the inception date by surrendering the Contract to the issuing dealer or directly to us. The full amount of the premium will be refunded to you less any claims paid and less an administrative fee equal to five percent (5%) of the total premium of the Contract. If you cancel the Contract after the sixty (60) day period, you will receive a refund of ninety (90%) percent of the pro rata unearned premium based upon the lesser of the unused mileage or unused days of coverage remaining. All refunds will be made payable to you or to the lienholder where applicable. In the case of repossession, a cancellation request received from the lienholder of record will be processed with the refund going to the lienholder.

We may cancel the Contract only for the following: (1) If the odometer is inoperative for any reason; (2) for misrepresentation, fraudulent acts, intentional torts, or violation of any terms or conditions of this Contract; (3) if the Contract holder has failed to maintain the motor vehicle as prescribed by the manufacturer or (4) non-payment of premium. If we cancel as set forth above, notice will be mailed to you at the address shown in the declarations ten (10) days prior to the effective date of cancellation. Refund of the unused coverage will be the lesser of the unused days or the unused mileage of coverage remaining. Refund will be made payable to you or the lienholder where applicable. Refund will equal one hundred (100%) of the paid unearned pro rata premium.

## Exclusions

*Parts not listed are not covered.*

*This Vehicle Service Contract Provides NO Coverage or Benefits for the following:*

- A. FAILURE OF A COVERED COMPONENT OCCURRING WITHIN THE FIRST NINETY (90) DAYS AND 1,000 MILES AFTER THE START DATE WILL NOT BE COVERED.
- B. OIL CONSUMPTION, WORN OUT PARTS, AND DIMINISHED PERFORMANCE INCLUDING THAT RESULTING FROM A GRADUAL REDUCTION IN OPERATING PERFORMANCE DUE TO NORMAL WEAR AND TEAR SUCH AS TO GUIDES, VALVES, RINGS, AND TRANSMISSION CLUTCH PACK, DISCS AND BANDS IS NOT COVERED.
- C. DIESEL ENGINES MANUFACTURED PRIOR TO 1990, ROTARY ENGINES, 4100 GM ENGINES OR ENGINES USED IN COMMERCIAL VEHICLES ARE EXCLUDED.
- D. THE FOLLOWING PARTS: CARBURETOR; BATTERY; BATTERY/BATTERY PACK ON HYBRID VEHICLES; SHOCK ABSORBERS; MANUAL TRANSMISSION CLUTCH ASSEMBLY; FRICTION CLUTCH DISC AND PRESSURE PLATE; THROWOUT BEARING; MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS; LENSES; SEALED BEAMS; LIGHT BULBS; BRAKE HARDWARE; ALL EXHAUST AND EMISSION COMPONENTS EXCEPT THOSE SPECIFICALLY LISTED UNDER THE COVERAGE SECTION OF THIS CONTRACT; WEATHER STRIPS; ALL TRIM, MOLDINGS, HANDLES, KNOBS OR DIALS; BRIGHT METAL; CHROME; UPHOLSTERY AND CARPET; PAINT; OUTSIDE ORNAMENTATION; BUMPERS; BODY SHEET METAL AND PANELS; TIRES AND WHEELS/RIMS; GPS NAVIGATION SYSTEMS; PHONE SYSTEMS; TV/VIDEO/ENTERTAINMENT SYSTEMS AND INTERNET ACCESS SYSTEMS.
- E. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS; WHEEL BALANCING; TUNEUPS; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; HOSES; DRIVE BELTS; BRAKE PADS, LININGS, SHOES, DRUMS AND ROTORS; WIPER BLADES.
- F. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING COST; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS EXCEPT WHEN REPLACEMENT IS REQUIRED DUE TO A COVERED FAILURE.
- G. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.
- H. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS CONTRACT; SLUDGE BUILD-UP OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.
- I. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF NO FAILURE HAS OCCURRED REGARDLESS OF REPAIR FACILITY RECOMMENDATIONS; OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER; ANY REPAIR NOT SPECIFICALLY AUTHORIZED BY US.
- J. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING, OR HAVE USED, YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER. THIS WILL INCLUDE, BUT NOT BE LIMITED TO: THE FAILURE OF ANY CUSTOM OR ADD-ON/AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISED DEALER OR NOT; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; UNAUTHORIZED MODIFICATIONS TO ANY SYSTEM.
- K. IF YOUR ODOMETER HAS CEASED TO WORK AND REPAIRS HAVE NOT BEEN IMMEDIATELY MADE; THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE; OR IF VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.
- L. ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSONS ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED. LOSS OF TIME, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS THAT RESULTS FROM A FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGES HEREIN.)
- M. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT LUBRICANTS OR COOLANT. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE OR WHEN OVERHEATING OCCURS.
- N. SALVAGED TITLE VEHICLES; WHEN RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY; WARRANTY FROM THE MANUFACTURER INCLUDING EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES; A REPAIRER'S GUARANTEE/WARRANTY; OR FAILURES FOR WHICH THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS.
- O. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR OTHER OBJECT OR VEHICLE WITHOUT BEING EQUIPPED WITH A FACTORY INSTALLED OR AUTHORIZED TOW PACKAGE; OR IS USED FOR COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE, LIVERY OR SHUTTLE, TOWING OR ROAD REPAIR, CONSTRUCTION, FARMING OR AGRICULTURAL PURPOSES, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICES, PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK, SERVICE OR REPAIR UNLESS COMMERCIAL USE OPTION HAS BEEN PURCHASED AND ACCEPTED BY US.
- P. ANY FAILURE OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- Q. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.
- R. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.

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FLORIDA LICENSE NO. 60088