



**contract holder information**

contract applicant 1 name \_\_\_\_\_ phone number \_\_\_\_\_  
 contract applicant 2 name \_\_\_\_\_ e-mail address \_\_\_\_\_  
 mailing address \_\_\_\_\_  
 city / state / zip \_\_\_\_\_

**dealer/seller information**

dealer/seller name \_\_\_\_\_ phone number \_\_\_\_\_  
 fax number \_\_\_\_\_ web site \_\_\_\_\_  
 address \_\_\_\_\_  
 city / state / zip \_\_\_\_\_ seller code \_\_\_\_\_

**covered vehicle or craft information**

vin number (17 numbers)	vehicle/craft make	<b>options</b> <input type="checkbox"/> 0 Day Manufacturer Warranty <input type="checkbox"/> 30-60 Day Manufacturer Warranty <input type="checkbox"/> 90 Day Manufacturer Warranty <input type="checkbox"/> older model year (years: _____) <input type="checkbox"/> trailer pack surcharge
current odometer reading	vehicle/craft model	
vehicle/craft purchase date	cc's or horsepower	
vehicle/craft purchase price	lienholder	
contract purchase date	vehicle class	

**service contract information**

contract number	contract purchase price	effective date	contract effective miles
contract term in months	contract expiration date	coverage level <input type="checkbox"/> Premier <input type="checkbox"/> Premium	
term  _____ factory term + _____ contract term = _____ total term	unit type <input type="checkbox"/> Motorcycle <input type="checkbox"/> ATV/Motorcycle (Off-Road) <input type="checkbox"/> Scooter <input type="checkbox"/> Snowmobile <input type="checkbox"/> Personal Watercraft  deductible <input type="checkbox"/> \$0 <input type="checkbox"/> \$25 <input type="checkbox"/> \$50  * If no selection, a \$50.00 deductible will apply		

The Contract Applicant whose signature appears below acknowledges that:

(1) The purchase of this contract is a separate consideration from the purchase price of the Vehicle and is not a requirement to purchase the Vehicle, or to obtain financing; (2) This Contract is not connected, either directly or indirectly, with the warranty issued by the manufacturer of this Vehicle; (3) This Application and Terms & Conditions together with your Vehicle Identification Card (that will be sent separately - if you do not receive within 30 days, please contact the customer service number below) constitute Your Vehicle Service Contract; (4) The implied warranty of merchantability on the Vehicle is not waived if this Contract has been purchased within ninety days of the purchase date of the Vehicle from a seller who also sold the Vehicle covered by this Contract; (5) The Coverage I have selected expires according to the term indicated on the Application Page and the Identification Card as defined in Item 1 Terms and Conditions; (6) The components and parts covered under this Contract are listed under the section entitled "Coverage" for the level of Coverage indicated on the Application Page and identification Card; (7) I understand to file a claim in the event my Vehicle has a Failure, I am to follow the instructions listed under the section titled "What to Do in the Event of a Failure"; (8) I understand that in order to maintain Coverage under this Contract, I must have my Vehicle serviced as indicated under "Maintenance Requirements" in the Contract as defined in Item 10, Terms and Conditions; (9) I understand that I have the right to cancel this Contract and receive a refund as indicated under the section entitled "Cancellations"; (10) I understand this Contract does not cover a number of exclusions which are listed under the section entitled "Exclusions"; (11) I have read and understand the Limit of Liability as defined in Item 4, Terms and Conditions; (12) I hereby acknowledge and accept the provisions of the Resolutions of Disputes clause as stated in Item 8, Terms and Conditions.

I hereby declare that I have read the terms of this Application and I understand and accept all of the provisions therein.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

# RED Shield Sport Service Contract

## SECTION I. DEFINITIONS

The following definitions apply to words frequently used in this contract:

1. **Administrator** means Red Auto Administration Inc. a corporation organized under the laws of the state of Kansas, whose principal place of business is 5350 College Blvd., Overland Park, KS 66211 and phone number (888) 740-6170.
2. **Agreement, Service Agreement, Service Contract, Vehicle Service Contract, or Contract** means this RED Shield Sport Service Contract that is by and between **You** and **Us**.
3. **Contract** means this Service Contract. **The Application Page, the Terms and Conditions and the Identification Card** comprise this Contract.
4. **Coverage** means the component protection **You** have chosen, as shown on the Application and the Identification Card.
5. **Deductible** means the Deductible type and amount **You** will need to pay, as shown on the Application and the Identification Card, for each covered Failure repair visit.
6. **Option and/or Surcharge** means any additional amount charged to **You** for Coverage under this Service Contract and indicated on the Application Page. Trailer Pack Coverage is optional, however all other surcharges are mandatory as they apply.
7. **Failure**: Means the Failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely due to its condition, and not due to the action or inaction of any non covered parts. In addition, a Failure will be deemed to have occurred when a covered part has worn beyond the manufacturer's tolerances allowed for the particular Vehicle/Craft.
8. **Identification Card** means the numbered card which becomes part of this **Contract**. It gives information about **You, Your Vehicle/Craft, Coverage** chosen and other significant data.
9. **Vehicle, Craft, Vehicle/Craft** means the Vehicle, Craft, Motorcycle, or Personal Watercraft which is described on the Application and the Identification Card, which cannot be used for rental, emergency or for hire purposes.
10. **We, Us, Our** means the entity who is obligated to perform under this Contract (the "obligor"). The obligor of this Contract is **RED Auto Administration, INC**, a Company located at 5350 College Blvd, Overland Park, KS 66211, with phone number (888) 740-6170.
11. **Commercial Use** means Vehicles/Craft used for Farming or Ranching, Route Work (excludes Snow Removal), Job-Site Activities, Service or Repair Work and Delivery of Goods. Usage must not exceed manufacturer's ratings and/or limitations and Vehicle/Craft cannot exceed 10,000 lbs.
12. **You, Your** means the **Contract** holder named on the **Application** and the **Identification Card** or the person to whom this Contract was properly transferred.

## SECTION II. TERMS AND CONDITIONS

These Terms and Conditions include information about Coverage, Benefits, Cancellations, What to do in the Event of a Failure and Exclusions of Your Service Contract. If **You** do not receive Your Identification Card within sixty (60) days from date of purchase, call toll-free (888) 740-6170. This document is an Application for the Service Contract and does not constitute a Contract until accepted by Administrator.

1. **Contract Period: Coverage** under this **Contract** begins immediately and will expire according to the time of the **Contract** selected, as shown on the **Identification Card** and the Application Page. The **Effective Dates** and **Effective Miles** fields on the **Application Page** represents the mileage and date in which this **Coverage** begins. The **Expiration Date** field on the **Application Page** represents the date when this **Coverage** will expire.
2. **Failure of Covered Parts**: We will pay on behalf of or reimburse **You** for the reasonable costs to repair or replace any of the parts included in Your **Coverage** which cause a **Failure**. **Replacement parts may be new, remanufactured or replacement parts of like kind and quality. Sales tax will be authorized for covered Failures only when required by the applicable state where the repair is taking place.**
3. **Territory**: This Contract is limited to Failures which occur, and repairs that are made, within the United States of America (excluding U.S. territories and possessions) and Canada.
4. **Limits of Liability**: a) The aggregate limit of liability for each Service Contract will be the greater of the average trade in value of the Vehicle/Craft as provided by the NADA guidelines as of the date of a filed claim or \$12,500. Once the maximum limit of liability has been reached, as defined above, 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 reasonably necessary to enable **Us** to enforce these rights.
6. **Transfer Rights**: **This Contract is for the benefit of the original Contract holder but is transferable subject to a transfer fee and inspection providing**: a) **Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.** b) **Contract is being transferred to a subsequent private purchaser of Your Vehicle/Craft. (Transfer rights are voided when the Vehicle/Craft is traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of Vehicles/Crafts.) You must submit the following**: a) **Complete a Transfer Application (Available from the Administrator) and submit to the Administrator.** b) **Provide a Bill of sale with the Transfer Application indicating the sale date and mileage at time of sale.** c) **Issue a check in the amount of fifty dollars (\$50.00) for the Transfer fee made payable to the Administrator,** d) **Provide all documents to the Administrator within sixty (60) days of the transfer of Vehicle/Craft ownership.**
7. **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 Coverage listed in the Additional Benefits section of this **Contract**. The **Deductible** amount **You** have to pay is shown on the Application and 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. **You** will not be required to pay a **Deductible** if the **Vehicle/Craft** is taken to the **Dealer** listed on the **Application Page** of this **Contract**. If no **Deductible** is checked on the **Administrator** copy of the **Application Page** of this **Contract**, the fifty dollar (\$50) **Deductible** will apply.
8. **Resolution of Disputes**: Should a dispute, controversy, or claim arise out of or relating to this **Contract**, the dispute, controversy, or claim arising out of or relating to this Contract, or a breach hereof, may be settled by non-binding Mediation. Either party may make a written request to any nationally recognized organization that performs consumer related Mediation services. If both parties agree to Mediate in writing, the parties shall then agree to abide by the consumer related protocol established by the chosen Mediation organization and the laws of the state where the purchaser resides as well as federal law.

Otherwise, any dispute, controversy, or claim arising out of or relating to this Contract shall be settled in a court of competent jurisdiction, according to the laws of the state where the Contract Purchaser resides at the time the dispute, claim, or controversy arose, and federal law.

9. **Reinstatement:** In the event this **Contract** is cancelled, **We** reserve the right to approve or reject any and all requests for reinstatement. In the event we agree to Reinstatement, we reserve the right to impose a 30 day waiting period before any Claims may be approved.
10. **Contract Holder's Maintenance Requirements:** You must have **Your Vehicle/Craft** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. **Your Vehicle's/Craft's** Owner Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** driving habits and climate conditions. Failure to follow these recommendations may result in the denial of claims.
11. **Verifiable Maintenance Receipts:** In the event of a Breakdown, **We** may request or service records to verify that maintenance has been properly done. If **You** perform your own maintenance and/or service, **You** must retain all receipts that show the purchase of materials used in the Vehicle/Craft maintenance process.

### SECTION III. WHAT TO DO IN THE EVENT OF A FAILURE OR BREAKDOWN

**Filing a Breakdown Claim:** If **Your Vehicle/Craft** incurs a Breakdown, You must take the following steps to file a claim:

1. **Prevent Further Damage-** Immediately take action to prevent further damage to **Your Vehicle/Craft**. The operator of **Your Vehicle/Craft** is responsible for observing **Vehicle/Craft** warning lights, gauges, and sensory items that indicate a potential Breakdown. Upon this observation, you must immediately arrange for the Vehicle/Craft to be diagnosed. Failure to properly take this action may result in the denial of claims.
2. **If Your Vehicle/Craft** breaks down, return to the issuing **Dealer** during normal service department hours. If this is not possible, take **Your Vehicle/Craft** to an ASE-Certified licensed repair facility (You may contact us for assistance in locating a repair facility).
3. **Obtain Authorization from the Administrator-** Once **You** have taken **Your vehicle/craft** to the **Dealership** or an authorized repair facility, give them your Contract Number. **We** must be contacted at **(888) 740-6170** to obtain authorization to proceed with the claim. Any claim for repairs without prior authorization from **Us** may be denied, with the exception of Emergency Repairs as defined in this section of the **Contract**. The amount authorized by **Us** will be the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must obtain additional approval from **Us** by contacting the same number as stated above.
4. **If applicable, Authorize Tear-Down and/or Inspection-** In some cases, **You** may need to authorize the licensed repair facility to inspect and/or tear down **Your Vehicle/Craft** in order to determine the cause of failure and cost of the repair. **We** will pay this fee, up to the maximum market rate amount; if the breakdown is a Covered Repair. The repair facility must get prior authorization to begin the teardown by calling the claims number as stated above. **We** reserve the right to request you take your Vehicle/Craft to another repair facility, if it is not your **Dealer**.
5. **Review Coverage-** After **We** have been contacted, review with the repair facility what will be covered under this **Contract**.
6. **Pay any Deductible (If Applicable)-** **We** will reimburse or pay to the **Dealer**, repair facility, or **You**, for the cost of authorized repairs performed on **Your Vehicle/Craft**, less any applicable Deductible. All repair orders and documentation must be submitted to **Us** within thirty (30) days by the Dealership, repair facility, or **You** to qualify for payment.

Emergency Repairs: Should an emergency occur which requires a repair of a Breakdown to be made at a time when Our office is closed, and failure to repair the Breakdown immediately will either 1) render Your Vehicle/Craft unsafe to operate, 2) result in further damage to Your Vehicle/Craft or, 3) cause other components on Your Vehicle/Craft to fail, follow the claim procedures above without authorization, and We will make reimbursement to You or the Authorized Repair Facility in accordance with the provisions of this Contract if the Breakdown is a Covered Repair. You must contact Us within three (3) business days from the date of repair to determine if the repair is a Covered Repair. No Emergency Repairs will be reimbursed without authorization in excess of \$500.00 per occurrence.

**For claims assistance, please contact Us, the Administrator, RED Auto Administration, INC at (888) 740-6170, NO CLAIMS WILL BE PAID UNLESS THE STEPS ABOVE ARE FOLLOWED.**

### SECTION IV. COVERAGE

The components listed below, within the Coverage level and unit type indicated on the **Administrator** copy of the **Application Page** and **Your Identification Card**, are covered by the **Contract**. If no **Coverage** level is checked, Premium Coverage will apply. Except for Premier Coverage, components not listed are not covered. If no unit type is selected, this Contract shall not be valid, and you should contact your **Dealer** immediately.

#### **MOTORCYCLES (ON-ROAD), MOTORCYCLES (OFF-ROAD), ALL TERRAIN VEHICLES (ATV), AND SCOOTER COVERAGE:**

**Premier Coverage** shall cover a Breakdown ALL OF THE MECHANICAL PARTS AND COMPONENTS ON YOUR VEHICLE/CRAFT except those listed in the Exclusions section of this Contract.

**Premium Coverage** shall cover a Breakdown of the following parts and components on Your Vehicle/Craft: **ENGINE:** All internally lubricated parts; valve covers; intake manifolds; oil pump; fan motor; valves; engine mounts; cylinder head(s); engine block/crankcase and cylinder barrels if damaged as a result of the Failure of an internally lubricated covered engine component. **WATER PUMP:** Impeller shaft; bearings; bushings and housing. **TURBO/SUPERCHARGER (MANUFACTURER INSTALLED ONLY):** Internal parts; vanes; shafts; bearings, bushings, waste gate and housing if damage is caused by a Failure of any of the above covered components. **TRANSMISSION:** All internally lubricated parts contained within the transmission case; gears; bearings; internal drive gears; internal selector mechanism and transmission mounts. Transmission case if damaged as a result of the Failure of an internally lubricated transmission component. (Clutch assembly and cable are not covered). **PRIMARY DRIVE:** All internally lubricated parts (except clutch and hub assemblies) contained within the primary drive case; all gears; bearings; internal drive gears and chains; internal selector mechanism. Primary drive case if damaged as a result of the Failure of a covered primary drive component. **DRIVE AXLE ASSEMBLY (Shaft driven motorcycles and ATVs):** Differential housing; transaxle housing; final drive housing; all internally lubricated parts of the foregoing; axle shafts; constant velocity joints; universal joints; drive shafts; locking hubs; hub bearings; locking rings; supports; retainers and bearings. **FRONT AND REAR SUSPENSION:** All internally lubricated parts contained within the front fork tubes and front hub; swing arm bearings or bushings; front and rear wheel

bearings; frame; swing arm; upper and lower control arms; ball joints; kingpins; bushings and spindle. Front fork tubes and front hub if damaged as a result of the Failure of a covered suspension component. **STEERING:** Upper and lower steering stem bearings and bushing axle; steering stem; handle bar; steering stem nut, rod ends. Steering stem shaft if damaged as a result of the Failure of a covered steering component. **BRAKE:** Brake backing plates; brake hubs; disc rotors; calipers; master cylinder assembly; hydraulic lines and fittings; drum brake actuating cam; secured hardware. **ANTI-LOCK BRAKES (ABS) (ON-ROAD MOTORCYCLES/SCOOTERS ONLY):** Electronic control unit; anti-lock computer module; wheel speed sensors/exciters; proportioning valves; high pressure hydraulic pump; electro-hydraulic proportioning control valves; accumulator. **ELECTRICAL:** Alternator; starter assembly; manually operated switches; cooling fan motor; wiring harness; ignition coil(s); rectifier, stator assembly; rotor assembly; CDI control box/electronic ignition control module; magneto; electronic fuel injection control module and voltage regulator. **GAUGES:** All factory instrumentation (mechanical and electronic) and electronic instrument sensors. (Light bulbs are not covered). **FUEL SYSTEM:** Petcock; fuel lines and fittings; fuel pump and housing; diaphragms; springs; valves and actuating lever. **TOURING BIKES:** Digital dash components; control cables; factory installed sound system (Speakers are not covered); fairing hardware, brackets, switches, covers, latches and hinges; saddlebag/travel trunk latches, hinges and mounting hardware. **SEALS AND GASKETS:** Seals and gaskets are only covered when required in connection with the replacement or repair of a covered part.

#### **SNOWMOBILE COMPONENT COVERAGE:**

**Premier Coverage** shall cover a Breakdown ALL OF THE MECHANICAL PARTS AND COMPONENTS ON YOUR VEHICLE/CRAFT except those listed in the Exclusions section of this Contract.

**Premium Coverage** shall cover a Breakdown of the following parts and components on Your Vehicle/Craft: **ENGINE:** All internally lubricated parts including: pistons; piston rings and pins; crankshaft and main bearings; connecting rods and rod bearings; intake manifold; reed valves and reed blocks; rotary valves; exhaust manifold; motor mounts. Cylinder head(s), engine block and cylinder barrels if damaged as a result of a mechanical Failure of one of the covered engine components. **COOLING SYSTEM:** Water pump; cooling fan motor; fan shaft and bearings; heat exchanger and radiator. **OIL INJECTION:** Oil injection drive gear; oil tank; oil level sensor; oil lines; oil injection pump; oil injection metering system. **FUEL SYSTEM:** Fuel tank; choke cable(s); fuel pump; fuel injector(s) and fuel injection metering system. **ELECTRICAL (New Snowmobiles Only):** Alternator; starter assembly (electric only); manually operated switches; wiring harness; ignition coil(s); rectifier, stator assembly; rotor assembly; CDI control box/electronic ignition control module; electronic fuel injection control module and voltage regulator. **ELECTRICAL (Used Snowmobiles Only):** Alternator; starter; starter solenoid; ignition coils; rectifier; stator assembly; CDI box; electronic ignition module; voltage regulator, electrically operated gauges and wiring harness. **GAUGES:** All factory instrumentation (mechanical and electronic) and electronic instrument sensors. **CHAIN CASE:** All internally lubricated parts within the chain case including upper and lower chain sprockets; automatic and manually adjustable tensioners; roller chain; silent chain; chain case; reverse gear and gearbox (excluding shifter mechanism). **STEERING:** Inner and outer tie rod ends; drag link/steering link ends and spindle bushings. Steering control assembly; steering gate; rudder and nozzle (excluding cables). **BRAKE:** Disc; hydraulic calipers; mechanical calipers; master cylinder and brake hoses. **PRIMARY DRIVE:** Stationary and moveable sheaves; spider; outer cap and bushings. **SECONDARY DRIVE:** Stationary and moveable sheaves; cam assembly; secondary (jack) shaft and bearings. **LUBRICATING SYSTEM:** Complete oil injection system; oil pump; oil injection drive gear; oil tank; oil cap; oil level sensor and oil lines. **TURBO/SUPERCHARGER (MANUFACTURER INSTALLED ONLY):** Internal parts; vanes; shafts; bearings, bushings, waste gate and housing if damage is caused by a Failure of any of the above covered components. **DRIVE LINE SYSTEM:** Drive shaft; bushings; bearings and flywheel. **PUMP SYSTEM:** All internally lubricated parts within pump housing; housing; bearings; impeller and bushings. **CONTROLS:** Starter and choke primer switches; run and stop switches; throttle control handle; throttle cable and ignition switch. **SEALS AND GASKETS:** Seals and gaskets are only covered when required in connection with the replacement or repair of a covered part.

#### **PERSONAL WATERCRAFT COMPONENT COVERAGE:**

**Premier Coverage** shall cover a Breakdown ALL OF THE MECHANICAL PARTS AND COMPONENTS ON YOUR VEHICLE/CRAFT except those listed in the Exclusions section of this Contract.

**Premium Coverage** shall cover a Breakdown of the following parts and components on Your Vehicle/Craft: **ENGINE:** All internally lubricated parts including: pistons, rings, pins, crankshaft and main bearings, connecting rods and rod bearings, reeds and reed blocks, cylinder heads, crankcase, flywheel. Cylinder block if damaged as a result of the Failure of an internally lubricated engine component. **LOWER UNIT:** Gearcase head; bearing; oil retainer; gearcase assembly; driveshaft and upper bearing; shift rod and cover assembly; lower pinion bearing; forward and/or pinion gear; reverse gear; shift fork. Gearcase and/or propeller shaft if damaged as a result of the Failure of a lubricated covered component. **LUBRICATING SYSTEM:** Oil pump; oil injection drive gear and/or shaft; oil tank; oil cap; oil level sensor; oil level warning horn; oil lines; check valve; complete oil injection metering system. **TURBO/SUPERCHARGER (MANUFACTURER INSTALLED ONLY):** Internal parts; vanes; shafts; bearings, bushings, waste gate and housing if damage is caused by a Failure of any of the above covered components. **STEERING:** Steering control helm assembly; steering gate; rudder; nozzle (excluding cables); steering bracket and bushing; swivel bracket bearing; control rack and yoke assembly; power steering pump; power cylinder assembly; steering wheel and coupling; steering cable. **JET DRIVE/PUMP SYSTEM:** All internally lubricated parts in the pump housing; housing; bearings; impeller; bushings. **CONTROLS:** Neutral start switch assembly; starter/choke primer switch; starter/stop button; throttle control handle; throttle cam lever; throttle and shift cable; shift interrupter switch; tilt/trim switch and ignition switch (excluding key and tumbler). **POWER TRIM AND TILT:** Spring sending unit; oil pump; pump relief valve; spring; O-ring; trim cylinder; tilt cylinder; manual release valve; hydraulic pump; reverse lock valve; power tilt motor; power trim motor; mounts; pivots. **FUEL SYSTEM:** Fuel delivery pump; fuel injection pump; fuel injector(s); fuel tank; fuel cap; petcock; flame arrester/air silencer; fuel lines; **EFI (DFI) control module.** **ELECTRICAL:** Alternator; starter assembly; starter solenoid; voltage regulator; rectifier; ignition coil; switch box/power pack; electronic ignition module; trigger and sensor; windshield wiper motor; CDI box; all electrically operated gauges. **U-JOINT HOUSING/DRIVE LINE SYSTEM:** Drive mount and steering components; transom plate; U-joint housing; U-joint housing bearing; U-joints; drive shaft(s); bushings; bearings; flywheel; pivot pin; shift lever. **SEALS & GASKETS (New Vehicles/Craft Only):** Coverage will be extended to include Seals and Gaskets Coverage on covered components.

### **SECTION V. EXCLUSIONS – WHAT IS NOT COVERED**

Coverage is not provided under this Contract for any of the following Exclusions:

1. **Pre-Existing Condition(s):** Any Vehicle/Craft found not to be in good mechanical order at the time this Contract is placed on the Vehicle/Craft.
2. **Any Breakdown that occurs during waiting period of this Contract, if one is indicated on the Application Page of this Agreement.**
3. **For damage to a covered part caused by the failure of a part that is not listed as covered under this Agreement.**
4. **When the responsibility for the repair is covered by an insurance policy, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Agreement), or**



- a repairer's guarantee warranty regardless of their ability to pay. Further, Coverage under this Agreement is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.
5. Any covered repair not authorized in advance by Us, except those Emergency Repairs, as outlined in this Contract.
  6. Damage caused by continued operation of an impaired Vehicle/Craft.
  7. Any aftermarket part or component that was installed in the Vehicle/Craft to replace an original manufacturer's part or component that is salvaged or was not replaced in accordance with the manufacturer's recommended specifications.
  8. Repairs when Your Vehicle's/Craft odometer reading does not reflect the true mileage the Vehicle/Craft has been driven for whatever reason.
  9. A Breakdown caused by or involving modifications, alterations, or additions to Your Vehicle/Craft unless those modifications, alterations, or additions were performed by or recommended by Your Vehicle's/Craft original manufacturer.
  10. A Breakdown caused by or related to towing a trailer or another Vehicle/Craft unless Your Vehicle/Craft was equipped by the manufacturer for that purpose OR "Commercial Use" is selected as a surcharge on the Application Page of this Contract.
  11. Vehicle/Craft used commercially except if the commercial usage surcharge is selected on the application for those eligible usage as defined in Section 1. This contract and the commercial use surcharge is not eligible for Vehicles/Craft used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping, cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, snow-plows, prearranged or organized racing, or competitive driving.
  12. Repairs made outside of the United States and Canada.
  13. Repairs required because of technician negligence, detonation, sludge or carbon deposits caused by negligence, contamination, rust and corrosion caused by negligence, and/or operation without the proper lubrication levels or fluid type.
  14. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel including fuels containing more than ten-percent (10%) ethanol if the engine was not manufacturer for this mixture, excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants, or improper engine adjustments. Any mechanical Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication, or carbon buildup in cylinders.
  15. Repairs required because You did not properly maintain Your Vehicle/Craft, as outlined in this Contract and/or Your failure to properly maintain Your Vehicle/Craft based off manufacturer's recommended maintenance guidelines or advice given by a repair facility or Dealership.
  16. Repairs required because of fraud, collision, abuse, negligence, neglect, misuse, road hazards, off-road racing or use, vandalism, riot, theft, fire, war, acts of God, or the loss that is normally covered by Casualty and/or Collision insurance.
  17. Repairs that are covered under a repairer's guarantee or another Service Agreement Provider's coverage, and/or repairs that are covered under an insurance policy, or a manufacturer and/or dealer customer assistance program or service agreement.
  18. For any of the following parts: hoses, brake pads, brake linings/shoes, wiper blades, belts, thermostat housing, shock absorbers, carburetor, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, LED lighting, fuses, circuit breakers, cellular phones, personal computers, pre-heated car systems, game systems, radar detection devices, brake rotors and drums, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/ lines/ valves, catalytic converter/filtering/sensors, gas cap/filler neck, weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, door handles, lift gate handles, tailgate handles, door bushings/bearings, hardware or linkage, tires, tire pressure sensors, wheel/ rims, programming, reprogramming, or updating or maintaining a component that has not mechanically failed. Any equipment not installed by the manufacturer. External nuts, bolts, and fasteners are not covered unless they need to be replaced in connection with a Covered Repair. Engine block and cylinder heads are not covered if damage is caused by external overheating, freezing, or warping or any other part not listed in the coverage section.
  19. The Costs of teardown, disassembly, or assembly when a Breakdown is not covered by this Agreement.
  20. Any regular maintenance services as described and/or recommended by Your manufacturer.
  21. For any safety related maintenance events required by Your state or the manufacturer of Your Vehicle/Craft or a Breakdown caused by the continued operation of the Vehicle/Craft in an overheated condition irrespective of thermostat failure or the lack of proper and necessary amounts of coolants or lubricants.
  22. For any repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer under normal operating conditions.
  23. Any repair that has been misdiagnosed by the Authorized Repair Facility and/or any cause of failure that cannot be verified as accurate or is found to be inaccurate.
  24. All Commercial Use Vehicles/Craft, unless the Commercial Use surcharge option is selected on the Application Page. If the surcharge is selected, then only those commercial usages listed under the definitions section of this Contract are eligible for Coverage. Any Vehicle/Craft used for towing (unless Your Vehicle/Craft is equipped with factory installed or factory authorized tow package), or used as a commercial unit (unless appropriate surcharge is marked on the Application Page and is defined in the "Add On Coverage" section of this Contract), or used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping, cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing, or competitive driving. Any Vehicle/Craft that has been issued a restricted title, including but not limited to: gray market, total loss, salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only.

## SECTION VI. ADDITIONAL BENEFITS OF COVERAGE

The following additional benefits of Coverage only apply to on-road use Motorcycles. If Your Vehicle/Craft is not an on-road use Motorcycle, the following section does not apply to this Contract:

In the event Your Vehicle/Craft is disabled, We will dispatch a service Vehicle/Craft to Your location to assist You. In the event Your Vehicle/Craft is unable to continue under its own power Your Vehicle/Craft may be towed to a location of Your choosing. You will receive 25 miles of towing at no cost, any additional mileage will be

Your responsibility and payment will be expected at the time service is rendered. When calling for towing or road service You must call 1-866-330-0760. You will be required to give the representative assisting You the following information: Producer Code-76004, Your Member Number (which is your contract number on the top right of your contract) and Your plan letter which is U. **COVERAGE:** You are entitled to one (1) service per 72-hours. Services available to You at no cost are: a tow up to 25 miles; battery jumpstart; flat tire change; fuel delivery (You are responsible for the actual cost of the delivered materials); locksmith. **REIMBURSEMENT:** This is not a reimbursement program. In the event Your Vehicle/Craft is disabled and You contracted for any of the above covered services on Your own, You will be able to submit Your original receipted road service expenses for reimbursement consideration. Maximum for any covered services is strictly limited to \$50. You must send your original receipted roadside bills along with a completed claim form to: **National Adjustment Bureau, LLC located at 800 Yamato Road Suite 100, Boca Raton, Florida, 33431. Attn: Claims.** Claim forms may be obtained online at [www.nsdclaims.com](http://www.nsdclaims.com) or by calling toll-free 1-800-338-2680. **TRIP INTERRUPTION:** In the event of a mechanical breakdown of a covered component or part, Administrator will **REIMBURSE** Agreement Holder a maximum of seventy five (\$75.00) dollars per day, not to exceed a total of two hundred twenty five (\$225.00) dollars up to three days (3), for expenses incurred by Agreement Holder for meals and/or lodging, provided: Agreement Holder cannot operate Agreement Holder's Vehicle/Craft due to a mechanical breakdown covered by this Agreement and are more than 100 miles away from home, and expenses are incurred between the time of breakdown and the time repairs are completed. (The date of breakdown shall be considered the first day.) One day's trip interruption expense shall be allowed for each eight hours, or portion thereof, of required manual flat-rate labor time. A detailed receipt must be submitted to Administrator before reimbursement will be made. **All 24-Hour Roadside Assistance services and benefits are administered by Nation Motor Club, LLC located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.**

## SECTION VII. ADD-ON COVERAGE OPTIONS

The following options are add-on options and apply ONLY if they have been selected on the Application Page:

**TRAILER PACK. If the Trailer Pack Surcharge is Selected on the Application Page, the Following Components will be Covered Under this Service Contract: BRAKE COMPONENTS:** Master cylinder, hydraulic brake actuator and backing plates. **FRAME COMPONENTS:** Axle(s), brackets, bunks, couplers, fenders, hubs, roller cradles, spring hangers, welds and winch stands. **SUSPENSION COMPONENTS:** Springs, Wheel Bearings, and Standard Wheel Bearings.

## SECTION VIII. GUARANTEE

Our obligations and the performance to You under this Contract are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038. The telephone number for Wesco Insurance Company is (866) 505-4048. If a covered claim or refund is not paid within sixty (60) days (thirty [30] days for Arizona residents), or if the provider becomes insolvent or otherwise financially impaired, after proof of loss has been filed, You may file a claim directly with the Insurance Company by contacting the Insurance Company at the number provided above.

## SECTION IX. CANCELLATIONS

1. **You** may cancel this **Contract** at any time by notifying **Us**. You will need to mail in either a Cancellation Form, which may be obtained by going to <http://www.redautocompanies.com/redshieldcanx>, or you may mail in a notarized Letter of **Cancellation** to the **Administrator** at the following address: **RED Auto Administration, INC, ATTN: Cancellations, 5350 College Blvd, Overland Park, KS 66211.** The letter must have the signature of the **Applicant** listed on the **Application** page, the reason for cancellation, the date of cancellation, and the cancellation mileage. The letter must be signed by a licensed notary public. Letters without all of the required information will be rejected.
2. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for **Your** intentional misrepresentation in obtaining this **Contract** or in submitting a claim. If **We** cancel this **Contract**, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the **Contract**, less a service charge of fifty dollars (\$50.00), except where state law or regulation requires a lesser amount, and minus any claims paid (except where state law or regulation prohibits).
3. If **Your Vehicle/Craft** and this **Contract** have been financed, the lien holder may cancel this **Contract** for non-payment, or if **Your Vehicle/Craft** has been declared a total loss or repossessed. The rights under this **Contract** are transferred to the lien holder and the lien holder is also entitled to any resulting refund.
4. If **You** cancel this **Contract** within thirty (30) days of purchase and no claim has been filed, the entire **Contract** price paid will be refunded. If **You** cancel this **Contract** after thirty (30) days of purchase or if a claim has been filed, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method reflecting either the greater of the days in force or the mileage elapsed based on the term of the **Contract**. Elapsed time and mileage shall be measured from **Contract** sale date and the odometer reading at the time of sale, less a service charge of fifty dollars (\$50.00), except where state law or regulation requires a lesser amount, and minus any claims paid (except where state law or regulation prohibits).
5. A fifty (\$50) service charge will be deducted from all refunds after 30 days, unless otherwise prohibited by state statute or regulation. In the event of cancellation whereby a lien has been placed against the **Vehicle/Craft**, the lien holder will be named on the cancellation refund check. In the event of a lienholder change or release, it is Your responsibility to notify us in writing by sending in proof of lienholder documents and/or lien release documents at **RED Auto Administration, INC, ATTN: Lienholder Change, 5350 College Blvd, Overland Park, KS 66211.**

## SECTION X. PRIVACY POLICY

RED Auto Administration, INC follows a strict privacy policy when dealing with customer information. To view our privacy policy, go to <http://www.redshieldprotection.com/redshieldprivacypolicy> or contact us in writing at the below address to request a copy.

This Contract is Administered by:

**RED Auto Administration, INC**  
5350 College Blvd, Overland Park, KS 66211  
(888) 740-6170

## SPECIAL STATE ADDENDUM

If You purchased this Service Contract in any of the following states, the provision and/or provisions in this Addendum shall supersede, replace, and override any language in the Agreement to the Contrary, where it applies for the State in which You purchased your Vehicle/Craft:

**Notice to Consumers:** 1) Purchase of this agreement is not required to purchase or finance a vehicle/craft. The benefits provided may duplicate a manufacturer or seller's warranties that come automatically with every sale. You may be required by the **Selling Agent** of this coverage to pursue those warranties, which are available to **You** without this **Contract**. 2) The terms of this Written Agreement control the entire **Contract** between us. No change or modification to the written terms is valid. 3) The **Contract** is based upon information you provided to **Us** on the Application Page. Misrepresentation on the Application Page will result in an automatic cancellation of this contract and forfeiture of any refund due.

**Claims will not be deducted from your net pro-rated refund due in the following states:** Arizona, Arkansas, Idaho, Louisiana, Missouri, and Nevada.

**The cancellation fee shall not exceed the lesser of 10% of the unearned Contract Pro-Rata Purchase Price, as stated on the Application Page or \$50.00** in the following states: Illinois, Louisiana (shall not exceed \$50.00) Missouri, North Carolina, Oklahoma, Utah and Wyoming.

**Refunds will be credited within 30 days upon the processing of your Letter of Cancellation**, and we shall owe a ten-percent (10%) penalty per month that a refund is not issued to You in the following states: Alabama, Maryland, Minnesota, Missouri, Nevada, New York, South Carolina, Texas, Wisconsin, and Wyoming.

**We will mail you a written notice of Cancellation prior to 30 days of the date of cancellation of this Contract** in Alabama, Connecticut, Mississippi, Nevada, Oregon, Utah (10 days for non-payment), Wisconsin, and Wyoming. In all other states, a notice shall be mailed upon cancellation.

**The notice of cancellation shall state the effective date and the reason for cancellation** in all states.

**This contract may only be cancelled by us due to fraud or material misrepresentation affecting the contract in the following states:** Arizona, Minnesota, Nevada (by You), Utah, Vermont (also for non-payment), Wisconsin (also for non-payment) and Wyoming.

**In Alabama**, the cancellation fee shall not exceed \$25.00.

**In Connecticut**, if this Contract is for less than one year, this Contract will be automatically extended while the vehicle/craft is in the custody of the Authorized Repair Facility. In Connecticut, in the event a dispute or complaint arises out of this Contract, you may file a complaint with the Connecticut Insurance Department by mail at: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. There is no in-home service under this Contract

**In Oklahoma**, this is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **RED Auto Administration, INC is a licensed Service Warranty Association in the State of Oklahoma. Our Oklahoma Identification Number is 864712.**

**In South Carolina**, in the event of a dispute with the provider of this Contract, you may contact the South Carolina Department of Insurance, Capitol Center 1201 Main Street, Suite 1000, Columbia, South Carolina 29201 or (800) 768-3467. This agreement is not an insurance contract.

**In Utah**, this service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**In Wisconsin**, the cancellation fee shall not exceed 10% of the provider fee. In Wisconsin, if this **Contract** is cancelled by **Us** for a reason other than non-payment of the provider fee, **You** shall be entitled to 100% of the unearned pro-rata fee less any claims paid. In Wisconsin, **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

