



For Assistant With Claims  
 Please Call 1.800.385.4050  
 Fax: 1.888.567.0546

Sales Rep ^		Sales Rep ^		T Q	Email
Address				Tel	
City		State		Zip Code	
Dealer Name				Dealer Code	
Address				Tel	
City		State		Zip Code	
Lienholder Name					
Purchase Date		Purchase Price	Term	Plan: Premier <input type="checkbox"/> Premier Plus <input type="checkbox"/>	
Year	Make	Model	Vehicle Identification Number		
Mileage	Surcharge: <input type="checkbox"/> Highline <input type="checkbox"/> All wheel			Other	

**CONTRACT PERIOD:** Vehicle plan expiration is measured in time/mileage from the Contract Purchase Date and Odometer Mileage (at Contract Purchase Date). All plans require a mandatory "Waiting Period" before Coverage takes effect. The "Waiting Period"=30 days and 1,500 miles from the Contract Purchase Date and Odometer Mileage at Contract Purchase. 30 days and 1,500 miles will be added to the end of the term of Your Contract

PAYMENT WILL NOT BE MADE HEREUNDER WITHOUT PRIOR AUTHORIZATION FOR REPAIR FROM THE ADMINISTRATOR.

You are not required to enter into this Contract in order to purchase, lease or obtain financing for the Vehicle. You should read this Contract carefully. It contains the entire agreement between You and Us. It takes precedence over any other written or oral statements made to You with respect to this Contract. This is NOT AN INSURANCE POLICY. Some benefits You receive under this Contract may duplicate express or implied warranties that may accompany Your purchase of the Vehicle. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions on this Contract is/are invalid and of no force or effect.

Labor Coverage: The labor required to repair or replace all parts covered under this contract shall be as defined in the ALLDATA® software. We will also cover diagnostic and/or teardown charges per approved claim, not to exceed diagnostic times listed in the ALLDATA® software (if not listed, up to \$65).

Rental Coverage: We cover 1 day of rental for the first 4 hours of covered labor and 1 day of rental for every 8 hours of covered labor thereafter (as defined in the ALLDATA® software). The vehicle must be retained overnight at the repair facility in order to qualify for rental coverage. Downtime waiting for parts or scheduling for service is not included. Obligor will reimburse purchaser up to \$25 per day. The total rental coverage cannot exceed \$125. Receipts will only be accepted from licensed rental car agencies.

CONSUMER SIGNATURE(S): \_\_\_\_\_ DATE: \_\_\_\_\_

DEALER SIGNATURE(S): \_\_\_\_\_ DATE \_\_\_\_\_

FOR ASSISTANCE IN THE EVENT OF A BREAKDOWN, CANCELLATION, TRANSFERS, OR ANY OTHER REASON PLEASE CALL: 1(800)385-4050

3722 Las Vegas Blvd, Suite 1211 Las Vegas, NV 89158

## A) PREMIER COMPONENTS INCLUDE:

**ENGINE and WATER PUMP** – Covers the repair of the following internally lubricated parts of engine: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. Engine block and cylinders heads are only covered if damage resulted from the failure of an above listed Covered Part.  
**TRANSMISSION** – Covers the repair of the following internally lubricated parts of manual or automatic transmissions: torque converter, oil pump, drums, planetaries, sun gear and shell, shaft(s), bearings, shift rail, forks, and synchronizers. Transmission case is only covered if damage resulted from the failure of an above listed Covered Part.  
**TRANSFER CASE** – Covers the repair or replacement of internally lubricated parts.  
**SEALS & GASKETS** – Seals and Gaskets are replaced only as part of the repair or replacement of the above covered parts. Leaking seals or gaskets are not covered.

## PREMIER PLUS COVERED COMPONENTS INCLUDE:

**ENGINE and WATER PUMP** – Covers the repair of the following internally lubricated parts of engine: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. Engine block and cylinders heads are only covered if damage resulted from the failure of an above listed Covered Part.  
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**TRANSFER CASE** – Covers the repair or replacement of internally lubricated parts.  
**SEALS & GASKETS** – Seals and Gaskets are replaced only as part of the repair or replacement of the above covered parts. Leaking seals or gaskets are not covered.  
**ELECTRICAL**: Alternator, starter motor, voltage regulator, horns, neutral safety switch, reverse indicator switch, distributor,  
**AIR CONDITIONING**: Compressor, condenser, evaporator.

## WHAT IS NOT COVERED

This Contract does NOT provide coverage for any of the following:

- (1) Any repair(s) and/or replacement(s) not authorized by Us prior to the commencement of any repair(s) or for loss, damage or expense arising from or incurred in connection with repairs performed without receipt of prior authorization from Us.
- (2) Any part or parts not specifically listed in SUBSECTION A, "BREAKDOWN PLAN COVERAGE" or not listed in the PLAN Section, under the coverage Plan selected, for Your Vehicle and/or Breakdown caused by a non-Covered Part.
- (3) Any loss, damage, or expense normally covered by a standard automobile insurance policy including personal or property liability coverage, comprehensive coverages or uninsured motorist coverage.
- (4) Loss or damage or expense resulting directly or indirectly from an intentional, dishonest, fraudulent, criminal or illegal act committed by You, Your employee or agent, or occurring due to confiscation or repossession.
- (5) Service adjustments/cleaning, a contaminated fuel system, air conditioning recharge, batteries/battery cables, belts, brakes (drums, shoes, linings, disc rotors and pads), exhaust system (including catalytic converter), filters, lights (including bulbs, sealed beams and lenses), manual clutch, pressure plate throw out bearings, clutch master or slave cylinder, manual transmission clutch disc and lining, struts and strut insulators, shock absorbers, spark plugs and wires, squeaks or other noises, tires, tune-ups, wheel balancing and alignment, wheel studs, wiper blades, shop supplies, friction materials, glass, hoses, Filters, lubricants, coolants and refrigerants will be covered only if replacement is required in connection with a Breakdown. External nuts, bolts and fasteners will be covered only if required in conjunction with a covered repair.
- (6) Exterior maintenance and wear items including but not limited to glass, service adjustments for body parts, bright metal, bumpers, body panels, door handles, hinges, moldings, outside ornamentation, convertible of vinyl tops, paint rust, sheet metal, side-view mirrors (glass and housing), air and water leaks, weather-strip, wheel covers/ornaments, wind noise, and physical damage to alignment, bumper, or body parts.
- (7) A Breakdown caused by negligence, misuse, improper servicing, failure by You to perform manufacturer required/recommended maintenance services, or caused by Normal Wear and Tear.
- (8) A Breakdown caused by the lack of proper and necessary amounts of coolants or lubricants or caused by sludge buildup, contaminant(s), or foreign object(s).
- (9) A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense. Repairs required due to overheating, regardless of the cause of overheating, or repairs required due to loss of fluids, regardless of the cause of the loss of fluids. These include, but are not limited to, loss of engine oil, coolant, transmission fluid, freon, power steering fluid, or axle grease.
- (10) Any repair to valves or worn piston rings where the malfunction is low compression and/or oil consumption.
- (11) No coverage will be granted under this contract for any damage caused by failure to maintain the Vehicle to the standards of the manufacturer. This includes, but is not limited to: failures resulting from aftermarket modifications. Examples include, but are not limited to: suspension lift kits, superchargers, nitrous oxide kits, GPS systems, lighting accessories, and stereo systems.
- (12) Pre-existing conditions are not covered by this contract.

## WHAT TO DO IN CASE OF A BREAKDOWN

Use all reasonable means to protect the Vehicle from further damage. This may require You to stop the Vehicle, turn off the engine, and have the Vehicle towed. Have Your contract number ready before You contact the Obligor. An Obligor representative will contact the Vehicle for service in accordance with the terms and conditions of this Contract. Contact the Obligor to verify if a contracted repair facility exists in Your area. If we do not have a contracted repair facility in Your area, You shall have the right to recommend a repair facility which recommendation We will make every reasonable effort to honor. However, We reserve the right to select another repair facility, send in parts or send out an inspector to confirm an actual covered Mechanical Breakdown if, in its sole judgment ACC Warranty Services determines it is necessary under the circumstances. To assure coverage under the terms of the service contract, an authorization code must be obtained from the Obligor prior to any repair.

## CONTRACT HOLDER OBLIGATIONS

In order for this Contract to remain in force, and to avoid denial of a claim because of improper maintenance, the Contract Holder is required to follow the Vehicle manufacturer's required maintenance schedule. Some Vehicle manufacturers require that the timing belt be changed at a specific interval. (See MAINTENANCE section for details)  
The Contract Holder must keep and make available verifiable, signed service/purchase receipts (no handwritten receipts) which show that all maintenance has been performed within the time and mileage limit requirements. The Contract Holder is responsible to verify that the repair facility has obtained an authorization code prior to any repairs. The Contract Holder is responsible to inform the repair facility of the terms and conditions of this Contract before any repair work is performed.  
The Contract Holder is responsible for authorizing and paying for any tear down or diagnosis time needed to determine if the Vehicle has a covered breakdown. If it is subsequently determined that the repair is needed due to a covered

breakdown, the Obligor will cover such diagnostic and/or teardown charges per approved claim, not to exceed diagnostic times listed in the ALLDATA® software (if not listed, up to \$65). If the failure is not a covered breakdown, the Contract Holder is responsible for payment of such tear down or diagnosis.

## INELIGIBLE VEHICLES

Any vehicle with a NADA Retail Value of \$3,000 or less, Acura NSX, Alfa Romeo, Aston Martin, Audi R, RS, S-series, Bentley, BMW 8, Z8, Cadillac Catera, HT 4100, XLR, Chevrolet Corvette GS Z06, Z06, ZR1, SSR, Chrysler Prowler, SRT, Daewoo, Daihatsu, Delorean, Dodge Sprinter, Stealth, Viper, any exotic car, electric vehicles, Ferrari, Fiat, Fisker, Ford Cobra, GT, Saleen, SVT, GMC Typhoon, (any market cars, minivans, and vans), Jeep, J, Jensen, Lamborghini, Lancia, Lincoln Blackwood, luxury vehicles, Lotus, Maserati, Merkur, MG, mileage unknown, Mitsubishi 3000 GT, Lancer Evo, Nissan 300zx, Peugeot, Renault, Rolls Royce, Saleen, Spider, Sterling, Subaru WRX, and other high performance vehicles, Volkswagen Phaeton, 4 square, any modified vehicle, any vehicle equipped with a 12 cylinder engine or larger, and vehicles equipped with the following engines: Cadillac 4100, Chrysler and Audi 2.7, W8, any vehicle equipped with dual rear axles, any vehicle exceeding one ton, any vehicle with oversized tires, any vehicle used for commercial purposes.

## LIMITS OF LIABILITY

Premier & Premier Plus: The aggregate total of all pending and paid claims cannot exceed the NADA trade-in value of the covered Vehicle at the time of loss. The limit of liability per covered component is as follows (5 yr/100,000 mile): Engine/Turbo - \$3,000, Transmission - \$2,500, Transfer Case - \$1,500, Drive Axle - \$1,500, Air Conditioning - \$750, Electrical - \$750, Air Conditioning, Electrical coverage is only provided if the applicable option has been applied and paid for, (3yr/36,000 mile): Engine/Turbo - \$2,000, Transmission - \$1,500, Transfer Case - \$1,000, Drive Axle - \$1,000, Air Conditioning - \$550, Electrical - \$550, Air Conditioning, Electrical coverage is only provided if the applicable option has been applied and paid for. On any terms less than 3 years or 36,000 mile the aggregate total of all pending and paid claims cannot exceed \$1,500.

## MAINTENANCE

To obtain the benefits provided under this contract, it is the responsibility of the Contract Holder to have the engine oil and engine oil filter changed by a licensed service/repair facility according to manufacturer's specifications as outlined in the Vehicle owner's manual. The manufacturer's recommended service schedule will be considered the maximum allowable interval between maintenance services required by this Contract. If the manufacturer of your vehicle does not have a written maintenance schedule for oil changes then the maximum allowable interval between oil changes must not exceed four (4) months or four thousand (4,000) miles. In addition, You must maintain all other covered components (transmission flushes, lubrication, software updates and reprogramming, timing belt/chain, filters, etc.) in accordance with the maintenance schedule may need to be followed if conditions apply, as outlined in the vehicle owner's manual. Proper documentation and verifiable receipts for all maintenance and repairs will be required in the event of a claim, (handwritten receipts will not be accepted). If your repair facility is not capable of providing computer-generated receipts, it is Your responsibility to contact us with the following information on the day the service is completed: repair facility performing the service, services performed, date of service, and mileage at service. Handwritten receipts will not be accepted if we are not contacted at the time of the service. You have 60 days after the contract purchase date to have the first engine oil and engine oil filter change done to your car.

## TRANSFER

Upon the sale of the Vehicle by the original purchaser of this Agreement, this contract may be assigned to a new purchaser of the Vehicle (only private parties) only after a written request including the new purchaser's name, address and phone number and all maintenance records performed on the vehicle from time of original contract purchase date are sent to and approved by us along with an assignment fee of \$100.00 paid to us in advance of the assignment. Transferred Contracts are non-refundable.

## DEFINITIONS

**ADMINISTRATOR** – The administrative services provider for this Contract, as shown on the Schedule.  
**BREAKDOWN** – The failure of a Covered Part to perform the function for which it was intended to perform under normal service.  
**CONTRACT** – This Contract which YOU have purchased.  
**COVERED PART** – means the eligible parts listed in the PLAN section of this Contract. The listed parts must be the original equipment on YOUR VEHICLE or replacements meeting the manufacturer's specifications and tolerances.  
**DEALER** – The issuing dealer shown on the Schedule from whom You purchased the Vehicle.  
**DEDUCTIBLE** – You have a one hundred dollar (\$100.00) deductible. This is the amount that You must pay for the repair of a Breakdown. No Deductible applies to substitute transportation or emergency roadside assistance.  
**MILEAGE LIMIT** – The maximum number of miles indicated on the Schedule that this Contract shall be in force.  
**NORMAL WEAR AND TEAR** – The natural and inherent wear characteristics of automobile parts. Gradual reduction in operating performance of an automobile part which exceeds the published tolerances allowed by the manufacturer will be considered Wear and Tear.  
**PLAN** – Refers to the protection YOU have chosen as shown on the SCHEDULE  
**SCHEDULE** – refers to the numbered document which becomes part of this Contract.  
**TERM** – The maximum number of months and/or miles as indicated on the Schedule that this Contract shall be in force.  
**VEHICLE** – The vehicle covered by the terms and conditions of this Contract and described on the Schedule.  
**WE, US, OR OUR** – The Obligor under this Contract.  
**YOU, YOUR** – The purchaser(s) of this Contract.  
**PRE-EXISTING CONDITION** – A condition, that within all reasonable probability relates to the mechanical or electrical fitness of your vehicle prior to contract issuance or prior to coverage taking effect.

## CANCELLATION

The purchaser may cancel this Agreement by first notifying the seller where the Agreement was purchased and by receiving from them an odometer statement indicating the odometer reading at the date of the request for cancellation. The odometer statement along with a short letter stating the reason for cancellation and current date must then be faxed or mailed to us. Cancellation requests with incomplete information will not be processed.

If the purchaser cancels this Agreement within the first thirty (30) days, We will refund the entire wholesale purchase price, less any claims paid. If this Agreement is canceled after the first thirty (30) days, We will refund the unearned wholesale purchase price to the purchaser calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Agreement was in force or the number of miles the Vehicle was driven prior to cancellation, less any claims paid and an administration fee of fifty dollars (\$50). The seller is responsible for their portion of the service contract refund.

If the Vehicle or this Agreement have been financed, the Lienholder shown on the service contract may cancel this Agreement for nonpayment or if the Vehicle is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this Agreement to the Lienholder or otherwise entitle the Lienholder to performance under this Agreement. In the event that the cost of this Agreement is part of a retail sales contract, then the lender of the said sales contract shall be sole payee of any refund check. In the case of a total loss or repossession, the Lienholder shall be the sole payee of any refund check.

We may cancel this Agreement based on one or more of the following reasons: (A) nonpayment of the Agreement purchase price by the purchaser or seller; (B) a material misrepresentation made by the purchaser or seller; or (C) a substantial breach of duties by the purchaser or the seller relating to the Vehicle or its use. If this Agreement is cancelled by us, the refund will be the unearned wholesale purchase price to the purchaser calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Agreement was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50). The seller is responsible for their portion of the service contract refund. Your state may differ; see State Endorsements.