



VEHICLE SERVICE AGREEMENT

Palmer Administrative Services, Inc. 3430 Sunset Avenue Ocean. NJ 07712

Congratulations on **Your** purchase. **You** have selected a comprehensive **Vehicle Service Agreement** giving **You** peace of mind and security against mechanical **Failures** cited in the terms herein.

CUSTOMER SERVICE – 1 (800) 599-9557

CLAIMS - 888-802-8217

IMPORTANT INFORMATION YOU NEED TO KNOW

Please look for **Your "Service Agreement"** number on the **Declaration Page**. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

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I have read and understand this **Service Agreement** in its entirety. Without limiting the specific provisions of this **Service Agreement**, I hereby acknowledge the following:

- This **Service Agreement** is issued exclusively to me with respect to the **Vehicle** identified on the **Declaration Page**.
- In order to keep this Service Agreement in effect, I must perform the oil changes and at regular intervals as required by the section WHAT YOU MUST DO TO KEEP YOUR SERVICE AGREEMENT IN EFFECT
- All work covered by this Service Agreement must be performed by a repair facility authorized by the Administrator.

DEFINITIONS

The following definitions apply to words frequently used in this Service Agreement and appear in boldface type.

Administrator refers to Palmer Administrative Services, Inc.

Declaration Page – refers to the numbered document (**Service Agreement** Number), which should be enclosed and becomes part of this **Service Agreement.** It gives information about **You**, **Your Vehicle**, **Coverage** chosen and other significant data.

Deductible – refers to the **Deductible** type and amount **You** will need to pay, as shown in the **Declaration Page** for each component covered under this contract. **Failure** – refers to 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. A **Failure** does not include gradual reduction in operating performance due to normal wear and tear.

Service Agreement – refers to this Vehicle Service Agreement that You purchased from Us to protect Your Vehicle

Vehicle – refers to the **Vehicle** identified on the **Declaration Page**, which cannot be used for rental, emergency or for-hire purposes.

We, Us, Our – refers to the entity who is obligated to perform under this **Service Agreement**, as indicated on the **Declaration Page**.





You, Your — refers to the Service Agreement holder named on the **Declaration Page** or the person to whom this Service Agreement was properly transferred.

TERMS & CONDITIONS

This **Service Agreement** is subject to the following provisions:

1. SERVICE AGREEMENT PERIOD

Coverage under this Service Agreement begins on the thirty-first (31st) day after the Service Agreement sale date and one thousand (1,000) miles from the odometer reading at the time of the sale, and will expire according to time and/or mileage of the Service Agreement selected, whichever occurs first, as shown on Your Declaration Page. A used Vehicle Service Agreement expiration is measured from the Service Agreement purchase date and the odometer mileage at Service Agreement purchase date.

2. FAILURE OF COVERED PARTS AND LABOR

We will pay or reimburse **You** for reasonable costs to repair or replace any **Failure** of a part and labor included in **Your Coverage**. Replacement parts may be new, remanufactured or replacement parts of like kind and quality.

3. TERRITORY

This **Service Agreement** 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. LIMIT OF LIABILITY

The aggregate total of provider's liability for all benefits paid or payable during the term of this **Service Agreement** shall not exceed the actual cash value of the **Vehicle** according to current National Auto Dealers Association standards for the life of the **Service Agreement**.

5. OUR RIGHT TO RECOVERY

If **We** pay anything under this **Service Agreement** and **You** have the right to recover from another party, **Your** rights will become **Our** rights up to the amount **We** paid and **You** will do whatever is necessary to enable **Us** to enforce these rights.





6. SERVICE AGREEMENT RENEWAL

This **Service Agreement** may be renewed for continuous one (1) year terms at the then prevailing renewal rate. The request for renewal must be made at least thirty (30) days of one thousand (1,000) miles prior to the expiration or this **Service Agreement** to qualify for a replacement **Service Agreement**. The **Vehicle** must meet the current underwriting criteria relating to **Vehicle** and **Coverage** eligibility. Contact the **Administrator** for details, including rates and inspection requirements.

7. MAINTENANCE REQUIREMENTS

You must maintain Your Vehicle according to the manufacturer's recommendations as outlined in the owner's manual. 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. You must be sure only the proper grade lubricants and coolants, as recommended by the manufacturer, are used in Your Vehicle. It is necessary for You to retain verifiable receipts for all parts and materials necessary to perform the required maintenance. If necessary, this documentation will be verified by the Administrator.

8. **DEDUCTIBLE**

In the event of a **Failure** covered by this **Service Agreement**, **You** will be required to pay a one hundred dollar (\$100.00) **Deductible** per component failure unless otherwise stated in this **Service Agreement**. No **Deductible** payment is required with respect to **Coverage** listed in the **Benefits** section of this **Service Agreement**.

ARBITRATION

Any controversy or claim arising out of or relating to this **Service Agreement**, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration.

OTHER IMPORTANT SERVICE AGREEMENT PROVISIONS





- If the original manufacturer's warranty relating to the Vehicle has been transferred to You or another service contract that may be in place. You must first obtain all repairs of the covered parts under the manufacturer's warranty or other service contract before this Service Agreement will apply.
- If any authorized repairs under this Service Agreement are performed by a repair facility approved by the Administrator, You must transfer and assign to Us all rights You may have against such facility, including Your rights under any repairer's guaranty, and do nothing to prejudice Our ability to enforce such rights. As one remedy to enforce such rights, We may require You to take the Vehicle back to such facility for follow-up repairs.
- If You allow any person to perform repairs to a covered part without
 the approval of the Administrator, You must first exhaust all of
 Your rights and remedies against such person with respect to such
 repairs if they are performed in a faulty manner or otherwise cause
 a subsequent Failure to occur.

WHAT THIS SERVICE AGREEMENT COVERS

What is covered by this **Service Agreement:**

All of the components and parts listed in this **Service Agreement** are covered, less the **Deductible** stated on the **Declaration Page** for each repair visit.

When You purchase this Service Agreement, all components of Your Vehicle must be operating properly and in accordance with the manufacturer's specifications to qualify for Coverage under this Service Agreement. PRE-EXISITING CONDITIONS are not covered. Any defect in the part(s) covered by this Service Agreement existing on the date this Service Agreement was purchased is not covered by this Service Agreement.

ENGINE (Gas & Diesel): (1) All internally lubricated parts of the **Vehicle's** engine, including pistons, piston rings, piston pins, crank shaft and main bearings, connecting rods and rod bearing, camshaft and camshaft bearings, timing chain and timing gears (Does not include





coverage to the timing belt if equipped or its related components as these items are listed as scheduled maintenance items by your vehicle's manufacturer), timing chain tensioners and retainers, intake and exhaust valves, valve springs, push rods, rocker arms, hydraulic lifters and rocker arm shafts, and (2) the engine block and cylinder heads provided the **Failure** of the engine block or cylinder heads is caused by the **Failure** of a part listed in (1) above (does not include any part other than what is supplied in Long Block Assembly).

TRANSMISSION (Automatic Only): All internal parts, torque converter, vacuum modulator, electric control unit and speed sensor, and mounts. The case is also covered if damage is caused by **Failure** of any of the above covered items.

TRANSAXLE (Automatic Only): All internal parts, transaxle mounts, vacuum modulator, torque converter, drive axle shafts, front hub and bearing assembly. The case is also covered if damage is caused by **Failure** of any of the above items.

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

DRIVE AXELS: All internal parts, propeller shafts, "U" joints, axel shafts, bearings and supports, drive shaft, locking hubs (if 4X4 surcharge is marked on the **Declaration Page** and paid for), rings, and bearings. Housing is covered if damaged by an internally lubricated part.

STEERING (Manual and Power): All internal parts in rack and pinion, power steering pump, steering main and intermediate shafts, power cylinder assembly, pitman arm and control valve.

ELECTRICAL: Alternator, electronic voltage regulator, generator, front wiper motor, starter motor, starter solenoid and manually operated switches, power window switches, power seat switches, horn button, turn signal switch, cruise control switch, headlamp gear, heater blower motor, rear wiper motor, power door lock, actuator, power window motors and power seat motors.

FRONT AND REAR SUSPENSION: Steering knuckles, stabilizer shaft and bushings, king pins and bushings, spindles and spindle supports,





shackle and eye bushings, wheel bearings, torsion bars and stabilizer linkage.

BRAKES: Master cylinder, wheel cylinders, calipers, combination valve, steel lines and fittings and backing plates self-adjusters, and rear activators.

AIR CONDITIONING: Compressor, condenser, compressor clutch, pulley, clutch coils, poa valve, evaporator, drier, accumulator, orifice tube, temperature control programmer, blower motor, hi/low pressure cut off switch, (only factory and dealer installed equipment will be covered)

COOLING: Water pump, engine cooling fan motor, radiator fan, and fan clutch.

FUEL: Fuel injectors, fuel distributor and electric fuel pump.

SEALS AND GASKETS: Seals and gaskets for covered components, but not as a primary **Failure**.

TURBO CHARGER: (Optional – Additional Surcharge Required) Internal parts, vanes, shafts, bearings, and housing if damage is caused by **Failure** of any of the above covered components.

LUXURY COMPONENT PACKAGE (Additional Surcharge Required): The following specifically named Vehicle Manufacturer/Factory installed parts: GPS/Navigation components; liquid crystal display (LCD) screens; DVD players; review backup cameras and sensors and Voice Activation Systems. The above Luxury Component Package coverage is limited to the Failure of the "base unit" and does not cover any remote controls, hand-held controls, wiring, game cartridges, headphones, DVD's, MP3 players, programming, or any other non-listed parts for the covered Luxury Component Package items above.

ONLY THOSE PARTS LISTED ABOVE ARE COVERED PARTS. ANY PARTS NOT LISTED ABOVE ARE NOT COVERED BY THIS SERVICE AGREEMENT.

BENEFITS





CAR RENTAL: We will, in the event of a Failure covered by this Service Agreement, pay or reimburse You for receipted expenses to rent replacement transportation (from a Dealer or licensed rental agency) while Your Vehicle is undergoing repair. Such payment shall be limited to thirty dollars (\$30.00) for each eight (8) labor hours, or a portion thereof, of applicable labor time necessary to complete the repair, up to a maximum of one hundred fifty dollars (\$150.00) per occurrence. This Coverage does not apply to time waiting for parts or other delays beyond the control of the repair facility. In the event of a major component (engine, transmission or drive axle) replacement, a maximum of three (3) days of parts delay Coverage will be afforded provided additional authorization is obtained from the Administrator (except where prohibited by law).

LOST KEY/LOCKOUT: We will, in the event **Your Vehicle** key(s) are lost, broken or accidentally locked in **Your Vehicle**, reimburse **You** for receipted expense up to a maximum of thirty–five dollars (\$35.00) for licensed locksmith services (except where prohibited by law).

TOWING AND ROAD SERVICE: We will, in the event of a **Failure** covered by this **Service Agreement**, pay or reimburse **You** for reasonable related towing charges not to exceed fifty dollars (\$50.00) per occurrence, actually incurred to tow **Your Vehicle** to an authorized, licensed repair facility (except where prohibited by law).

TRAVEL EXPENSES: We will, in the event of a **Failure** covered by this **Service Agreement** occurring more than one hundred (100) miles from **Your** home, reimburse **You** up to seventy five dollars (\$75.00) per day for up to three (3) consecutive days for receipted motel/restaurant expenses (except where prohibited by law). The date of **Failure** will be considered the first day of the three (3) day maximum period.

WHAT YOU MUST DO TO KEEP THIS SERVICE AGREEMENT IN EFFECT

As a condition precedent to the obligation of **Administrator** to repair or replace covered parts or components, the **Service Agreement** holder shall have complied with all Terms and Conditions of the **Service Agreement**, including specifically, but without limitation, the requirements for maintaining the **Vehicle**.

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- 1. **You** must service and maintain serviceable, covered parts according to the Manufacturer's recommendations for new vehicles.
 - Most Manufacturers have separate required maintenance schedules for "normal" and "more severe" operating conditions. Most vehicles today are operated under the "more severe" conditions which require more frequent maintenance, including shorter three thousand (3,000) miles oil and filter changes and transmission fluid changes. All operating conditions require coolant changes at thirty thousand (30,000) miles. Other maintenance requirements are listed in **Your** owner's manual.
- 2. Be sure only the proper high quality grade of lubricants and coolants as recommended by the Manufacturer are used in Your Vehicle.
- This Service Agreement does not cover damage caused by inadequate fluid levels. Check **Your** fluid every three hundred (300) miles or when refueling.
- 4. **You** are responsible for taking immediate corrective action to repair, at **Your** expense, engine lubricant leaks and engine coolant leaks discovered in the course of any oil change or at any other time.
- 5. You must refrain from altering, tampering with, or replacing the Vehicle Identification Number (VIN) or the odometer of Your Vehicle. If for any reason the odometer fails to work as intended, You must immediately have it repaired at Your expense.

Keep all Your Maintenance Receipts and Repair Orders – Proof of proper maintenance may be required for certain repairs under this **Service Agreement**.

If **You** fail to perform any of the above conditions, this **Service Agreement** shall be null and void.

WHAT TO DO IN THE EVENT OF A FAILURE

 Prevent Further Damage – You should use all reasonable means and precautions to protect Your Vehicle from further damage. This Service Agreement will not cover damage caused by not securing a timely repair of the failed component.





- If Your Vehicle breaks down, return to the issuing dealer during 2. normal service department hours. If this is not possible, take Your Vehicle to the licensed repair facility of Your choice. Instruct the repair facility that they must obtain an authorization number from the Administrator prior to proceeding with the repairs. The amount authorized is the maximum that will be paid. Any additional amounts need prior approval.
- In some cases, You may be required to authorize the repair facility to inspect or tear down Your Vehicle to determine the cause of Failure and cost of the repair. You will be responsible for these charges if the Failure is not covered by this Service Agreement. We reserve the right to require an inspection of Your Vehicle prior to any repair being performed. We reserve the right to move Your covered Vehicle to another repair facility.
- 4. After the Administrator has been contacted, review with the repair facility the components that will be covered by this Service Agreement.
- 5. We 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 Us within thirty (30) days by You or the repair facility to qualify for payment.
- 6. State Laws and Administrative Codes may supersede any of the provision herein.
- If You have financed the purchase of the Service Agreement and there is an outstanding balance due and the claim amount is larger than the amount You have paid, the outstanding balance may be deducted from the authorized claim payment for customers in the following states: AR, CO, DE, D.C., ID, IN, KS, KY, ME, MA, MI, MS, MT, NJ, OH, PA, RI, SD, TN, and WV.

REPAIR FACILTY GUIDELINES FOR CLAIMS HANDLING

Follow these steps when handling a claim:

1. Advise Service Agreement holder that evaluation of a Failure does not mean that the repair is covered under this **Service Agreement**.





All covered repairs must receive prior authorization from the **Administrator**.

- 2. Have Service Agreement holder authorize inspection/tear down of the Vehicle to determine the cause of the Failure and cost to repair. Save all components, including fluids and filters, should the Administrator require outside inspection. Notify the Service Agreement holder that cost of tear down will not be paid if it is determined that the Failure is not covered under this Service Agreement.
- 3. Determine the cause of **Failure**, repair required and the cost of the repair(s).
- 4. Contact the **Administrator's** Claim Department at 888-802-8217 to get an authorization to proceed with the claim. Be prepared with the following information when placing the call:
 - a) Customer's Name and Service Agreement Number.
 - b) Cause of Failure and recommended repair.
 - c) Cost of repair(s).
- 5. A 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 the Administrator may require an inspection prior to the repair performed. If a tear down is required to determine cause of Failure, Service Agreement holder must authorize same. Notify the Service Agreement holder that if the repair is not covered, then the Service Agreement holder will be responsible for cost of tear down. Repair facility should save all the 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 the **Service Agreement** holder as well as what will be covered by the **Service Agreement** and what portion of the repair(s), if any, will not be covered.





- Obtain Service Agreement holder's authorization to complete the repair(s). All repair orders must have Service Agreement holder's signature to qualify for payment.
- 8. Submit the repair order(s) that must contain the **Service Agreement** number, authorization number and authorized amount to the **Administrator** within thirty (30) days to the following address:

Palmer Administrative Services, Inc.

Drawer 223

Allenhurst, NJ 07711

Claims Number: 888-802-8217

WHAT THIS SERVICE AGREEMENT DOES NOT COVER

Parts not listed are not covered. This **Vehicle Service Agreement** provides NO coverage or benefits for the following:

- 1. The following parts: Not limited to the carburetor, battery, shock absorbers, manual transmission clutch assembly, friction clutch, disc and pressure plate, throw out bearing, manual and hydraulic linkages, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, brake rotors and drums, exhaust and emission systems, catalytic converters; air injection pumps, tubing and valves; constant velocity joint boots; weather strips, trim, moldings, bright metal, chrome, upholstery and carpet, outside ornamentation, bumpers, body sheet metal and panels, tires, and wheels and rims.
- 2. Non-factory installed GPS navigation systems and tv/video/entertainment systems are not covered.
 - Factory installed GPS navigation systems and tv/video/entertainment systems are only covered if the Luxury Components Package has been purchased by You and accepted by Us.
- 3. Factory or non-factory installed phone systems and internet access systems are not covered.
- 4. 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, tune-ups, spark plugs and spark plug wires, glow plugs, hoses, drive belts, brake pads, linings and shoes,





- drums and rotors, wiper blades, filters, lubricants, coolants, fluids and refrigerants will only be covered only if replacement is required due to a covered **Failure**.
- Any component not covered by the **Vehicle** manufacturer for the full term of the **Vehicle** warranty is excluded.
- Any Failure resulting from collision, internal or external fire, theft, vandalism, riot, explosion, lightening, earthquake, freezing, rust or corrosion, windstorm, hail, water or flood, acts of God, salt, environmental damage, contamination or loss of fluids, fuels coolants or lubricant.
- 7. Any Failure caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle, improper servicing by You after the effective date of this Service Agreement, sludge build-up or not maintaining Proper levels of lubricants and/or coolants, or not protecting the Vehicle from further damage when a Failure occurred.
- 8. Any repair or replacement of a covered part if a Failure has not occurred within permitted tolerances by the manufacturers, or if the wear on that part has not exceeded the field tolerances by the manufacturers, or if the wear on that part has not exceeded the field tolerances permitted by the manufacturer.
- Our liability for incidental and consequential damages including, but limited to, personal injury, physical damage, property damage, loss of use of Your Vehicle, loss of time, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your Vehicle is expressly excluded.
- 10. Repairs to seized or damaged engines due to continued operation 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.
- 11. When responsibility for a repair is covered by an insurance policy; warranty from the manufacturer, including 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.
- 12. 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 if 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 repairs unless commercial use has been purchased and accepted by Us.
- 13. Any **Failure** occurring prior to the **Service Agreement** purchase date, or if information provided by **you** or a repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- Any Failure occurring outside of the United States of America or Canada.
- 15. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel or improper engine adjustments.

CANCELLATION OF VEHICLE SERVICE AGREEMENT

CANCELLATION – This Service Agreement only applies to You and Your Vehicle.

In the event the covered Vehicle is repossessed, declared a total loss, or You give notice of cancellation, this Vehicle Service Agreement shall terminate. Submit immediately to Palmer Administrative Services, Inc. (per #3 below) or the selling dealer/vendor in writing the following: The Service Agreement number, VIN, mileage - including a certified odometer reading, and the make and model of the **Vehicle**. If cancelled within thirty (30) days and no claims have been paid, the amount of the refund shall be equal to the full amount paid for this Service Agreement. Otherwise in determining the amount of any refund, the purchase price of the Service Agreement shall be multiplied by the greater of (a) the portion obtained by dividing the total mileage used from the date of sales of the Vehicle by the maximum number of miles covered under this Service Agreement or (b) the fraction obtained by dividing the number of months covered under this





Service Agreement. The difference between the number so obtained and the price of the Service Agreement, less a refund fee (as determined below), less any authorized claims (where allowable by law) shall be refunded to You and/or the lienholder. In the event of repossession or total loss, the lienholder will be the sole payee. Refer to the state notices on the back of this page for specific state guidelines.

The cancellation fee is seventy-five CANCELLATION FEE: dollars (\$75.00). See State Guidelines for exceptions.

- 2. **We** this Service may cancel Agreement misrepresentation, or for non-payment of this Service Agreement by mailing Notice of Cancellation stating the reason for cancellation to Your last known address.
 - In the event the cost of this Service Agreement is included in a "Retail Installment Sales Contract" and We cancel this Service Agreement prior to payment in full of the installment sales obligation, the refund due hereunder shall be made to the lienholder.
 - b. Cancellation of this Service Agreement shall become effective fifteen (15) days after Notice of Cancellation has been mailed to You.
- In the event You cancel this Service Agreement: Please mail 3 cancellation request including the certified odometer reading to: Palmer Administrative Services, Inc., Drawer 223, Allenhurst, NJ 07711.
- By the Lienholder You understand and acknowledge that the lienholder (if any) has the right to cancel this Service Agreement if Your Vehicle is repossessed or destroyed or You are otherwise in default of Your obligations to repay the amount financed by the lienholder.

TRANSFER RIGHTS AND PROCEDURE





Transfer Rights

This **Service Agreement** is for the benefit of the original **Service Agreement** holder and is transferable subject to a transfer fee and providing **Service Agreement** is being transferred to a subsequent private purchaser of the **Service Agreement** holders **Vehicle**. (Transfer rights are voided when **Vehicle** is either traded or sold to an Automobile Dealer or Broker).

Transfer Procedure

Submit the following:

- 1. Transfer Application (available from the **Administrator**).
- 2. Bill of Sale showing the sale date and mileage at the time of sale.
- Transfer fee of one hundred dollars (\$100.00) to the Administrator within fifteen (15) days of Vehicle ownership.
- 4. Service Agreement has been paid in full.