

SECTION 1 - KEY TERMS AND PROVISIONS

This Vehicle Service Contract is not an insurance policy. This is a Vehicle Service Contract between the **SERVICE CONTRACT HOLDER** and the **OBLIGOR**. Coverage under this Vehicle Service Contract begins thirty (30) days after the **CONTRACT PURCHASE DATE** as listed on the **DECLARATIONS PAGE** of this Vehicle Service Contract. If the **"No WAITING PERIOD"** option is selected and paid, coverage under this Vehicle Service Contract begins on the **CONTRACT PURCHASE DATE** as listed on the **DECLARATIONS PAGE** of this Vehicle Service Contract.

This Contract provides additional information regarding responsibility for benefits. State restrictions may apply; please refer to the **STATE DISCLOSURE** section for details. Any modification, alteration, or change to the preprinted terms and conditions of this Vehicle Service Contract shall render it invalid and of no force or effect. No coverage is afforded under this Vehicle Service Contract without a valid Owner's Signature. This Vehicle Service Contract is only in force upon the receipt and acceptance of this Vehicle Service Contract by the **ADMINISTRATOR**. If any information contained in this Vehicle Service Contract about the **SERVICE CONTRACT HOLDER**, the **COVERED VEHICLE** or the coverage that **YOU** selected is in error, please contact the **ADMINISTRATOR** or the **SELLER** immediately.

Purchase of this Vehicle Service Contract is not required in order to purchase or finance a motor vehicle.

THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS CONTRACT.

The General Provisions of this Vehicle Service Contract contain several words that have special meanings. The following words are important in this Vehicle Service Contract and they are printed in **BOLD** type below.

"ACTUAL CASH VALUE," or **"ACV"** means the **ACTUAL CASH VALUE** of the **COVERED VEHICLE** immediately prior to Breakdown as determined by the National Automobile Dealers Association (NADA) for a vehicle in average condition, adjusted for mileage.

"ADMINISTRATOR" means **Sentinel Administrators, 101 West American Canyon Road, Suite 508, PMB 324, American Canyon, California 94503, 1-855-686-6368.**

"CLAIM" means a request or demand made by **YOU** for benefits under this Vehicle Service Contract.

"CONTRACT PURCHASE DATE" means the date this Contract was purchased as listed on this Vehicle Service Contract.

"COST" means the usual and approved charges for parts and labor to repair or replace the covered part. **Replacement of covered parts may be made with parts which are like kind and quality, remanufactured, or new at the option of the ADMINISTRATOR.**

"COVERED VEHICLE" means the car, light duty truck, or van described as such on this Vehicle Service Contract.

"DECLARATIONS PAGE" means the numbered document executed by **YOU** which is part of this Vehicle Service Contract. It lists information regarding the **COVERED VEHICLE**, Vehicle Service Contract terms, and other vital information.

"DEDUCTIBLE" means the amount that the **SERVICE CONTRACT HOLDER** must pay for covered repairs per repair visit. The **DEDUCTIBLE** will not apply to the Additional Benefits listed in **SECTION 7 - WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT.**

"EXPIRATION DATE" is calculated by adding the **CONTRACT PURCHASE DATE**, plus the thirty (30) day **WAITING PERIOD**, plus the Term Months as listed on this Vehicle Service Contract. If the **"No WAITING PERIOD"** option is selected and paid, the thirty (30) day **WAITING PERIOD** will not be added to the **EXPIRATION DATE** calculation. This Vehicle Service Contract will expire at the **EXPIRATION DATE** or when **WE** have wholly fulfilled **OUR** financial obligations under the terms of the Limit of Liability clause of **SECTION 8 - WHAT IS NOT COVERED** by this Contract, whichever occurs first.

"FAILURE," "FAILED" or "MECHANICAL BREAKDOWN" means the inability of any covered component(s), which has been serviced according to the service and maintenance schedule published by the manufacturer of the **COVERED VEHICLE**, to perform the function(s) for which it was designed.

"LIENHOLDER" means the company listed on the **DECLARATIONS PAGE** of this Vehicle Service Contract that has advanced the money for the purchase of this Vehicle Service Contract.

"OBLIGOR," "WE," "US" or "OUR" means **A.U.L. Corp. 1250 Main Street, Suite 300, Napa, California 94559 1-800-826-3207 or 1-707-257-9700**, the entity obligated to perform under this Vehicle Service Contract.

"ODOMETER MILES" means the mileage recorded on the odometer provided that it has not stopped or been changed to lower the actual mileage, as determined in accordance with Public Law 92-513, Title IV, as amended.

"ORIGINAL EQUIPMENT MANUFACTURER" or "OEM" means parts originally used by a manufacturer in the construction of the **COVERED VEHICLE.**

"SELLER" means the authorized business entity where **YOU** purchased this Vehicle Service Contract as described on the **DECLARATIONS PAGE** of this Vehicle Service Contract.

"SERVICE CONTRACT HOLDER," "YOU," and **"YOUR"** means the owner(s) designated as such on this Vehicle Service Contract and any assigned transferee.

"STATE DISCLOSURE" means a part of this Vehicle Service Contract that changes some of the provisions of the Vehicle Service Contract in order to comply with the laws of the state where **YOU** purchased this Vehicle Service Contract, if **YOUR** state requires a disclosure.

"SYSTEM" means a group of interrelated parts that form a unified whole that serves its specific function.

"WAITING PERIOD" means the thirty (30) day time period after the **CONTRACT PURCHASE DATE** before coverage begins. The additional time will be added to the end of the term of this Vehicle Service Contract. If the **"No WAITING PERIOD"** option is selected and paid, the **WAITING PERIOD** does not apply.

SECTION 2 - MAINTENANCE RESPONSIBILITIES

The **SERVICE CONTRACT HOLDER** must have the **COVERED VEHICLE** serviced according to the service and maintenance schedule published by the manufacturer of the **COVERED VEHICLE**. The **SERVICE CONTRACT HOLDER** must keep all maintenance records, from the date **YOU** purchased this Vehicle Service Contract to the **EXPIRATION** of this Vehicle Service Contract, supported by receipts indicating date, time, mileage, and service performed, and these records must be available to the **ADMINISTRATOR** and/or the **SELLER** upon request. Proof of maintenance will be required for certain repairs under this Vehicle Service Contract. Failure to provide proof of required maintenance may result in denial of coverage. Failure to properly maintain **YOUR COVERED VEHICLE** in accordance with **YOUR** owner's manual will result in denial of coverage if the improper maintenance contributed to the **FAILURE**.

SECTION 3 - HOW TO OBTAIN REPAIRS

ROADSIDE/TOWING ASSISTANCE - 1-866-332-7575

ADMINISTRATOR BUSINESS HOURS: Monday through Friday, 6:00 AM-5:00 PM Pacific Standard Time

ADMINISTRATOR PHONE NUMBER AND ADDRESS: Toll Free 1-855-686-6368 | 101 West American Canyon Road, Suite 508, PMB 324, American Canyon, CA 94503

AFTER HOURS CLAIMS: For CLAIMS outside of the ADMINISTRATOR'S normal business hours, please follow the instructions in paragraph 9 below.

- 1. Prevent Further Damage:** Take immediate action to prevent further damage to the **COVERED VEHICLE**. This Vehicle Service Contract will not cover the damage caused by continued operation and/or not securing a prompt repair of the **FAILED** component.
- 2. Call the ADMINISTRATOR to start a CLAIM at 1-855-686-6368:** For instructions on how to start a CLAIM, call the **ADMINISTRATOR BEFORE YOU** deliver **YOUR COVERED VEHICLE** to any repair facility.
- 3. Provide the licensed Repair Facility with a Copy of YOUR Vehicle Service Contract and/or YOUR Vehicle Service Contract number.**
- 4. Authorize Initial Diagnosis and/or Tear-Down:** **YOU** will need to authorize the licensed Repair Facility to diagnose and/or tear-down **YOUR COVERED VEHICLE** in order to determine the cause and **COST** of the repair. **YOU** will be responsible for these charges if the **FAILURE** is not covered under this Vehicle Service Contract. The **ADMINISTRATOR** reserves the right to require an inspection of **YOUR COVERED VEHICLE** prior to any repair being made. Replacement of covered parts may be made with parts which are like kind and quality, remanufactured, or new at the option of the **ADMINISTRATOR**.
- 5. Obtain Authorization from the ADMINISTRATOR:** Prior to any repair being made, instruct the Service Manager at the licensed Repair Facility to contact the **ADMINISTRATOR** to obtain an authorization for the CLAIM. Any CLAIM for repairs without prior authorization will not be covered. The **ADMINISTRATOR** can be

contacted Monday through Friday, 6:00 a.m. to 5:00 p.m. Pacific Standard Time at 1-855-686-6368. Refer to SECTION 8 - WHAT IS NOT COVERED, Limit of Liability for the maximum amount that will be paid for repairs covered under the terms of this Vehicle Service Contract.

6. **Review Coverage:** After the ADMINISTRATOR has been contacted, review with the Service Manager what will be covered by this Vehicle Service Contract.
7. **Pay Any Applicable DEDUCTIBLE:** The ADMINISTRATOR will reimburse the licensed Repair Facility or YOU for the COST of the work performed on YOUR COVERED VEHICLE that is covered by this Vehicle Service Contract and previously authorized, less any DEDUCTIBLE. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the ADMINISTRATOR within one hundred eighty (180) days to be eligible for payment.
8. **Proof of Service and/or Repair:** To obtain payment for a covered repair, YOU or the licensed Repair Facility must submit a legible copy of the original repair order to the ADMINISTRATOR. Repair orders must be readable and understandable, with the vehicle owner(s) complaint and repair diagnosis, parts, labor hours, COVERED VEHICLE identification number, date, COVERED VEHICLE mileage, YOUR name and signature, licensed Repair Facility name, address and phone number, repair totals, DEDUCTIBLE (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or YOUR self-maintained log with corresponding receipts, may be requested by the ADMINISTRATOR for related repairs. In addition (if applicable), all related invoices (i.e., towing, rental, sublets, etc.) must accompany the repair order for consideration of CLAIM reimbursement.
9. **After-hours Repair:** If repairs covered by this Vehicle Service Contract are required outside the ADMINISTRATOR's business hours, YOU should deliver the COVERED VEHICLE to a licensed Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, report the repairs to the ADMINISTRATOR. To report an after-hours repair and obtain a reimbursement, please call 1-855-686-6368 for instructions. After-hours repairs are only those repairs, which, if not performed, would render YOUR COVERED VEHICLE inoperable or unsafe to drive and impair its future operation.

SECTION 4 - TRANSFER AND RENEWAL PROCEDURES

YOU may transfer this Vehicle Service Contract one time to a new owner during the Vehicle Service Contract term. This Vehicle Service Contract may not be assigned separately from the COVERED VEHICLE, nor can it be assigned or transferred to a new or used car dealer or anyone other than the individual who is purchasing the COVERED VEHICLE for personal use. A transfer fee of fifty dollars (\$50.00) will be charged. The new owner must supply the ADMINISTRATOR with their name, address, telephone number, current vehicle mileage along with proof of maintenance on the COVERED VEHICLE, a copy of the bill of sale and the original SERVICE CONTRACT HOLDER's written authorization to validate the transfer. The ADMINISTRATOR must be notified within thirty (30) days of the date of sale of the COVERED VEHICLE for the transfer to the new owner to be effective. This Vehicle Service Contract is not transferable from vehicle to vehicle. This Vehicle Service Contract may be renewable. Renewal is subject to underwriting guidelines at the time of renewal. Proof of maintenance and a vehicle inspection may be required prior to renewal. Renewal rates may be different from the original price. In order to facilitate renewal, if YOU choose to renew, the ADMINISTRATOR may share certain nonpublic personal information with another company. That company, however, will use this information only for its intended purpose and will not share it with any third parties.

SECTION 5 - CANCELLATION

In the event the COVERED VEHICLE is repossessed, declared a total loss, or YOU give notice of cancellation, this Vehicle Service Contract shall terminate.

1. In the event of a valid repossession or total loss of the COVERED VEHICLE, the rights under this Vehicle Service Contract, which include cancellation, shall immediately transfer to the applicable LIENHOLDER. If the contract was financed, the LIENHOLDER shall be entitled to any refunds resulting from cancellation of this contract for repossession or total loss of the COVERED VEHICLE or failure to make monthly payments in a timely manner, or canceled prior to the account being satisfied with the LIENHOLDER.
2. a. This Vehicle Service Contract is cancelable by the SERVICE CONTRACT HOLDER or the LIENHOLDER. If the SERVICE CONTRACT HOLDER or the LIENHOLDER cancels this Vehicle Service Contract within the first sixty (60) days and no CLAIMs have been filed, the SELLER will refund the entire Vehicle Service Contract Purchase Price.
b. If this Vehicle Service Contract is canceled by the SERVICE CONTRACT HOLDER or the LIENHOLDER after the first sixty (60) days or a CLAIM has been filed, the SELLER will refund the amount of the unearned Vehicle Service Contract Purchase Price according to the pro-rata method based on the days in force relative to the plan selected, decreased by the amount of any CLAIMs paid under the contract.
c. A fifty dollar (\$50.00) service fee will be deducted from all refunds for cancellations requested after the first sixty (60) days.
3. How to cancel: Provide the SELLER with: (1) The SERVICE CONTRACT HOLDER copy of this Vehicle Service Contract; (2) a brief letter signed by the SERVICE CONTRACT HOLDER requesting cancellation; (3) Proof of loss from the automobile insurance company if the COVERED VEHICLE was declared a total loss. If this Vehicle Service Contract is financed or on a payment plan, provide the LIENHOLDER's name and mailing address. If the account is paid in full, documentation from the LIENHOLDER stating the account has been satisfied will be required. In the event of cancellation, the LIENHOLDER, if any will be named on the cancellation refund check as their interest may appear.

SECTION 6 - CANCELLATION BY OBLIGOR

The OBLIGOR may terminate (cancel) this Vehicle Service Contract for any reason by mailing, via certified mail at least fifteen (15) days prior to termination, a notice of termination to YOUR last known address to include a statement of the reason for and effective date of termination and by tendering a refund as follows: If the OBLIGOR cancels this Vehicle Service Contract, the refund will be calculated in accordance with 2.a. and 2.b. in SECTION 5 – CANCELLATION.

SECTION 7 - WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT

This Vehicle Service Contract will cover the OEM SYSTEM's listed below based on the coverage YOU purchased. Only those OEM SYSTEM's specifically listed below are covered. For the definitions of "OEM" and "SYSTEM" refer to SECTION 1. KEY TERMS AND PROVISIONS. Items listed in SECTION 8 - WHAT IS NOT COVERED are not covered under this Vehicle Service Contract.

I. Sentinel-Tech Coverage

- A. Touch/Display Screens
- B. Adaptive Lighting Control SYSTEM
- C. Accessory Power Point Connection SYSTEM
- D. Factory Installed OEM Audio SYSTEM
- E. Blind Spot Detection SYSTEM
- F. Bluetooth SYSTEM
- G. DVD Player SYSTEM
- H. Forward, Backup and 360 Degree Camera SYSTEM
- I. Home Link SYSTEM
- J. Intelligent Cruise Control SYSTEM
- K. Keyless Access and Remote Start SYSTEM
- L. Lane Departure Warning SYSTEM
- M. Navigation SYSTEM
- N. Parking Assist SYSTEM
- O. Tire Pressure Monitoring SYSTEM (TPMS)
- P. Video and Gaming SYSTEM
- Q. Wi-Fi Data Connection SYSTEM

II. Surcharges and Optional Coverage

- A. **Business Use:** Coverage is provided if the Business Use Surcharge has been selected and paid as specified on **YOUR DECLARATIONS PAGE**. Coverage is limited to cars, light duty trucks, and vans that are not part of a pool or fleet, as used by the owner(s) for: route work; service or repair work; delivery or hauling; agricultural purposes; job site activities; construction trades; and eligible vehicle owned by religious/charitable organizations.
- B. **No WAITING PERIOD:** If the **No WAITING PERIOD** option is selected and paid as indicated on **YOUR DECLARATIONS PAGE**, the **WAITING PERIOD** does not apply.

III. Additional Benefits/Roadside Assistance

In order to obtain the Additional Benefits listed below, please call 1-866-332-7575.

- A. **Towing:** In the event the **COVERED VEHICLE** becomes disabled due to a **FAILURE** which renders the **COVERED VEHICLE** inoperable, the **ADMINISTRATOR** will arrange to have the Vehicle transported, one (1) time per **CLAIM**, to the nearest qualified repair service facility within one hundred fifty (150) miles. **YOU** are responsible for any charges that exceed the stated coverage limit.
- B. **Flat Tire Change:** In the event of a flat tire on the **COVERED VEHICLE**, the **ADMINISTRATOR** will arrange for a service provider to mount an inflated spare tire provided by **YOU**. In the event the spare tire is not functional, the **ADMINISTRATOR** will provide **YOU** with transportation to the nearest tire store for repairs.
- C. **Emergency Fuel Delivery Service:** In the event the **COVERED VEHICLE** runs out of fuel, the **ADMINISTRATOR** will arrange for a service provider to deliver two (2) gallons of fuel to the **COVERED VEHICLE**. **YOU** are responsible for the cost of the emergency supply of fuel at the time of delivery. (Compressed Natural Gas (CNG) vehicles excluded)
- D. **Battery Jump Service:** In the event the **COVERED VEHICLE** will not crank due to a weak or "run-down" battery, the **ADMINISTRATOR** will arrange for a service provider to boost or jump-start the battery.
- E. **Key Lockout Service:** In the event the keys for the **COVERED VEHICLE** are lost, broken or accidentally locked in the **COVERED VEHICLE**, the **ADMINISTRATOR** will arrange for a service provider to unlock the **COVERED VEHICLE** and will pay up to a maximum of one hundred dollars (\$100.00) per occurrence for the locksmith service, excluding the cost of replacement keys. **YOU** are responsible for the cost of any replacement keys at the time of service.

IV. Rental Car/Alternate Transportation Benefits

- I. **Rental Car:** The **ADMINISTRATOR** will reimburse the **SERVICE CONTRACT HOLDER**, for actual Rental Car expense incurred, up to thirty dollars (\$30.00) per twenty-four (24) hour period, with a one hundred fifty dollar (\$150.00) maximum per **CLAIM**. In order to qualify for reimbursement, the **COVERED VEHICLE** must: **1)** be retained by the licensed repair facility overnight, and; **2)** have a **FAILURE** to a covered component based on the coverage purchased. An additional ninety dollars (\$90.00) of rental coverage applies only in the event of a parts delay. Reimbursement will not continue beyond the day that repairs are completed and the **SERVICE CONTRACT HOLDER** is notified of completion. Reimbursement is only valid if rental is from a licensed car rental agency. Valid rental receipts which correspond with the date of repairs must be provided to the **ADMINISTRATOR**.
- II. **Alternate Transportation:** The **ADMINISTRATOR** will reimburse the **SERVICE CONTRACT HOLDER** for alternate transportation such as Uber or Lyft according to the guidelines listed above under Rental Car. Valid alternate transportation receipts which correspond with the date of covered repairs must be provided to the **ADMINISTRATOR**.

SECTION 8 - WHAT IS NOT COVERED

- A. Repairs or replacements not authorized in advance by the **ADMINISTRATOR**, except for repairs that qualify as After-hours Repair as described in **SECTION 3 - HOW TO OBTAIN REPAIRS**.
- B. Repairs or replacements of components of the **COVERED VEHICLE** that were not operating properly in accordance with manufacturer's specifications at the time of the sale of this Vehicle Service Contract.
- C. Any **MECHANICAL BREAKDOWN** or **FAILURE** that occurs to or results from non-standard (any component not installed by the original manufacturer) or any mechanical or electrical alterations made to the **COVERED VEHICLE**. These may include, but are not limited to, programmers, piggy-backs, PCM alterations, re-flashes, plug in tuners, or tunes.
- D. Any part, repair, or replacement thereof while covered by insurance, a manufacturer's warranty, recall program, factory service bulletins, special policy, certified program or dealer warranty.
- E. Any **COVERED VEHICLE** if the odometer has been tampered with, altered, disconnected (excluding during maintenance or repair) or not maintained in working order, causing it to not record actual mileage driven.
- F. Any **MECHANICAL BREAKDOWN** or **FAILURE** caused by (a) failure to service the **COVERED VEHICLE** as recommended by the manufacturer; (b) overheating, regardless of the cause of overheating or resulting from contamination or inadequate amounts of coolant, lubricants, or fluids; (c) continued operation of **YOUR COVERED VEHICLE** or failure to use reasonable means to protect **YOUR COVERED VEHICLE** from further damage after a **FAILURE** occurs; (d) rust, residue, or corrosion; water intrusion (e) lack or loss of oil or lubricant, or poor quality lubricant or fluids; or (f) **OWNER OR DRIVER NEGLIGENCE OR MISUSE, WHICH SHALL INCLUDE OPERATION OF THE COVERED VEHICLE AFTER THE FAILURE OF ANY PART, THE NORMAL OPERATION OF WHICH IS REQUIRED BY THE VEHICLE OWNER(S) MANUAL, UNSAFE OPERATION IS INDICATED BY, BUT NOT LIMITED TO, GAUGES, WARNING LIGHTS, OR AUDIBLE WARNING SOUNDS.**
- G. Any vehicle used for any form of competitive driving, racing or abusive driving.
- H. The following, unless required in connection with repairs or replacements covered hereunder: adjustments, reprogramming and electronic device software updates.
- I. Commercial use including, but not limited to, vehicles with non-standard equipment installed specifically to facilitate commercial use.
- J. During the period covered by this Vehicle Service Contract, it may become necessary to: (a) replace fuses, hoses, molded rubber or rubber like items, filters, glass and glass lenses, windows, any component whose only purpose is for illumination, such as but not limited to: sealed beams, high intensity discharge (h.i.d. or xenon) bulbs, h.i.l.e.d. cooling systems, l.e.d. assemblies, light bulbs, lenses, wheels, tires, trim, moldings, bright metal, upholstery, paint. **COSTS** for these services and parts are not covered by this Vehicle Service Contract, regardless of the cause of **FAILURE**.
- K. Storage charges, shop supplies, and materials charge; diagnostic procedures not in the flat rate time to repair the covered component.
- L. Losses resulting from delays or **FAILURE**'s caused by acts of God, accidental loss or damage, collision or upset, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, hail, water, flood, foreign debris, freezing, malicious mischief, vandalism, war, riot or civil commotion, labor strikes, or other causes beyond the control of the **ADMINISTRATOR**.
- M. Incidental or consequential damages, such as loss of time, inconvenience, storage fees, or loss of use of the **COVERED VEHICLE** or injury or death to any persons.
- N. A part or component that a repair facility may recommend replacing but which has not **FAILED**.
- O. Maintenance services and parts described in the Manufacturer's Maintenance Schedule for the **COVERED VEHICLE**.
- P. Air and water leaks.
- Q. Repairs or replacements made outside the United States or Canada.
- R. Damage to a covered part resulting from a **MECHANICAL BREAKDOWN** or **FAILURE** of a non-covered part, or from faulty or negligent repairs, or installation of defective parts.
- S. Damages for bad faith, punitive or exemplary damages, property damage (except as specifically stated in this Vehicle Service Contract), and attorney fees.
- T. Any vehicle not originally manufactured to U.S. specifications or with branded titles, grey market vehicles, salvaged vehicles, factory buybacks, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only.
- U. Limit of Liability (per repair visit)-The **COST** of repairs in excess of the approved **COST** to correct any **FAILURE** using the approved retail labor time from a nationally recognized labor time guide (i.e. Motors Guide, All-Data), less any **DEDUCTIBLE**. Parts replacement costs shall not exceed the Manufacturer's suggested retail price.

In no event shall OUR liability exceed either of the following amounts: The ACTUAL CASH VALUE (ACV) of the COVERED VEHICLE at the time immediately prior to the FAILURE or the approved COST necessary to correct the actual cause of FAILURE.

- V. Limit of Liability (Aggregate)-The aggregate total of all repairs and benefits paid or payable while this Vehicle Service Contract is in force shall not exceed the NADA retail value of the COVERED VEHICLE immediately prior to FAILURE.
- W. Authorized covered repairs that have not been submitted to the ADMINISTRATOR within one hundred eighty (180) days from date of completed repairs.
- X. MECHANICAL BREAKDOWN caused by or due to the FAILURE of nuts, bolts, or fasteners (internal and/or external)
- Y. Parts which have a specific function other than what is described in SECTION 7. WHAT IS COVERED BY THIS VEHICLE SERVICE CONTRACT, are not covered.

SECTION 9 - ARBITRATION PROVISION

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO GO TO COURT. THIS PROVISION DOES NOT APPLY TO A COVERED BORROWER AS DEFINED BY FEDERAL MILITARY LENDING ACT REGULATIONS.

WAIVER. YOU and WE (the "Parties") waive the following rights: (1) the right to go to court, except small-claims court; (2) the right to a jury trial; (3) the right to serve as a private attorney general; and (4) the right to participate in a class action. Under this Provision, courts and arbitrators **cannot allow class actions**. Only individual arbitration or small-claims courts will resolve disputes. If a court finds that the class action waiver portion of this Provision is invalid, then this entire Arbitration Provision is void.

SCOPE. This Provision governs all disputes between YOU and US, including but not limited to claims based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and claims related to setting aside this Provision, claims about the Provision's validity and scope, and claims about whether to arbitrate.

INFORMAL DISPUTE RESOLUTION. WE can try to resolve disputes if YOU call US at 1-888-285-2567. WE may be able to resolve the dispute on terms mutually agreeable to YOU and US. YOU and WE agree that any dispute WE are unable to resolve will be resolved by arbitration.

ABOUT ARBITRATION. In arbitration, a third-party arbitrator resolves disputes in a hearing. The arbitration hearing is private and less formal than court. Arbitrators may limit pre-hearing fact finding, called "discovery." The decision of the arbitrator is final.

ARBITRATION PROCESS. To begin Arbitration, YOU or WE must make a written demand to the other Party for arbitration and send a copy of the demand to the chosen arbitrator. YOU may send YOUR demand to US at Sentinel Administrators Attn: Compliance, 1250 Main Street, Suite 300, Napa, CA 94559. The Party mailing the demand may choose the American Arbitration Association ("AAA") or an individual arbitrator affiliated with a national arbitration organization, provided that the non-filing Party may reject the filing Party's choice and propose an alternative arbitrator and/or organization. If the Parties cannot agree on an arbitrator, the AAA will select the arbitrator. The Arbitration will take place before a single arbitrator under the AAA Consumer Arbitration Rules. YOU may get a copy of the Rules by contacting AAA at 120 Broadway, New York, NY 10271, calling 1-800-778-7879, or visiting www.adr.org. The arbitrator may grant the same injunctive relief and/or award the same damages as a court. Filing fees to begin arbitration will be shared equally between YOU and US, but the total amount of arbitration fees YOU pay will not exceed state court costs. YOU are responsible for paying YOUR attorney fees and expenses, unless the arbitrator awards YOU such fees and expenses. The arbitration hearing will take place via telephone conference unless one of the Parties demands an in-person hearing. Unless YOU and WE agree, any in-person arbitration hearing will take place in the city nearest YOU, where a U.S. District Court is located. Either Party may attend the hearing by phone. A Party may request details about the arbitrator's ruling within fourteen (14) days of the ruling.

APPEAL. Arbitration will be the sole method of resolving appeals of a small claims court judgment. If the amount in controversy exceeds \$10,000, a Party may appeal the arbitrator's finding. Such appeal will be to a three-arbitrator panel from the same arbitration group. The appeal will be de novo and resolved by majority vote. WE will split appeal costs equally, regardless of the outcome.

OPT OUT. If YOU want to opt out of this Arbitration Provision, send US written notice to Sentinel Administrators Attn: Compliance, 1250 Main Street, Suite 300, Napa, CA 94559, within thirty (30) calendar days of signing this contract. State YOUR name, address, account number, and date. State that YOU "opt out." If YOU opt out of this Arbitration Provision, YOUR opt out will only apply to this contract.

GOVERNING LAW. This Provision and any arbitration under this Provision are governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*

REPRESENTATIONS. YOU UNDERSTAND THAT YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, EXCEPT SMALL CLAIMS COURT, ON ANY CLAIM COVERED BY THIS PROVISION. YOU also agree that any arbitration proceeding will only consider YOUR and OUR claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering these claims. Please refer to the State Disclosures section of this contract for any added requirements in YOUR state.