

Contract Holder Obligations

YOU are 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 or tear-down charges per approved CLAIM. If the failure is not a covered breakdown, YOU are responsible for payment of such tear-down or diagnosis.

If a breakdown occurs, use all reasonable means to protect the VEHICLE from further damage whether there is COVERAGE under this CONTRACT or not. This may require YOU to stop the VEHICLE, turn off the engine, and have the VEHICLE towed. There is no COVERAGE under this CONTRACT for YOUR failure to protect the VEHICLE. Failure to protect the VEHICLE is not limited to continued operation after mechanical failure. Other acts of neglect by YOU may constitute a failure to protect.

What is Not Covered

- 1) Rental Assistance, Trip Interruption, and Roadside Assistance, including but not limited to, Towing, Winching, Jump Starts, Flat Tire Changes, Fuel Delivery, or Lockout Services are not covered under the terms of this contract.
- 2) Seals and gaskets of any type are not covered underneath this warranty coverage except if required during the repair of an above name component. Seals and gaskets cannot be the primary cause of a mechanical breakdown for an above named component.
- 3) Glass, body structure, frame, bright metal, bumpers, sheet metal. Exterior door handles, hinges. Moldings, ornamentation, paint. Repairs or adjustments to correct squeaks, air, wind, and water leaks. Weatherstrips, body sealants, glass and body adhesives. Vinyl tops, convertible tops and plastic/glass window panels, upholstery, trim, carpeting and floor coverings, mats, dash pads, console, air bag(s), side view and rear view mirror housing and glass, reflector, vanity mirror, audio/video headphones, radar detectors, cellular phones, CB radio.
- 4) Tires, Rims, Batteries (except Hybrid Drive Battery when Optional Coverage has been selected on the Information Page), all belts, all hoses, all lines, all filters and PCV. Ignition wires, distributor cap, spark plugs, glow plugs, tune ups, wiper blades, tires, wheels, wheel covers, wheel balancing, MacPherson Struts or Suspension Struts, shock absorbers, disc brake pads, brake shoes, brake rotors, brake drums, manual clutch disc/pressure plate, pilot and throw out bearing and clutch slave cylinder. Fuses, light bulbs, sealed beams, HID & LED bulbs, and lenses (except when the Lighting Optional Coverage has been selected on the Information Page), exhaust system including catalytic converter(s) and charcoal canister.
- 5) Any normal maintenance parts replacement or service including, but not limited to, tune-ups, carburetor adjustments, oil changes (except for maintenance coverage if the option was selected and paid for), chassis lubrication, flushes, engine adjustments, fuel system cleaning, spark plugs and wires, glow plugs. Damage caused by torn constant velocity joint boots, or any other protective type boot on any part.
- 6) Imperfection in paint, trim or other appearance items, squeaks, rattles, wind noises, water leaks, body alignment, door alignment, glass alignment, weather strips, trim moldings, bright metal, chrome, upholstery, interior plastic parts, interior maintenance, carpet, paint, outside ornamentation, bumpers, sheet metal, vinyl and convertible tops and assemblies, door hinge assemblies.
- 7) Incidental or consequential damages or loss caused by a breakdown of parts (or otherwise) including, but not limited to, property damage, personal injury, inconvenience, and loss of VEHICLE use. Punitive damages. Covered parts when damage is caused by non-covered parts. Non-covered parts even when damage is caused by covered parts.
- 8) Repairs or losses covered by manufacturer warranties, manufacturer recalls, and factory service bulletins. This CONTRACT is inclusive of manufacturer warranties. Any warranty on parts, labor or both from any party other than the OBLIGOR supersedes this CONTRACT. If the VEHICLE or specific part on the VEHICLE has a warranty, YOU are responsible for seeking COVERAGE from the entity that provides the warranty. YOU are then subject to the terms and conditions of that warranty. The OBLIGOR has no liability for that repair or any costs or inconvenience associated with that repair.
- 9) Repairs beyond those required to correct a Breakdown.
- 10) Any covered repair not authorized in advance by Us.
- 11) Damage caused by continued operation of an impaired Vehicle.
- 12) Damage caused by towing the Vehicle in a manner not consistent with the manufacturer's recommendations.
- 13) Overloading the Vehicle beyond the manufacturer's recommended capacity.
- 14) Repairs required because of technician negligence, overheating, detonation, sludge or carbon deposits, contamination, rust, corrosion, oxidization, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance.
- 15) Repairs that are covered under a repairer's guarantee or another Service Agreement Provider's coverage.
- 16) All components not originally installed at the time of purchase by YourMTH or any component installed that modifies the vehicles use for snow plowing purposes.

LIMIT OF LIABILITY: The limit of liability per repair visit shall in no event exceed the Actual Cash Value of the Vehicle at the time of claim. The Actual Cash Value is determined using the NADA Guide for Retail Value.

AGGREGATE LIMIT OF LIABILITY: The total of all benefits paid or payable while this Agreement is in force shall not exceed the Vehicle sales price (excluding tax, title, license fees and financing charges) at the time of purchase.

Minnesota:

The following is added to **YOUR CONTRACT as applicable:** Minnesota Statute 325F.662, subd.2, provides for express warranty coverage on used vehicles as follows: (1) if the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least sixty (60) days or 2,500 miles, whichever comes first; (2) if the used motor vehicle has 36,000 miles or more but less than 75,000 miles, the warranty must remain in effect for at least thirty (30) days or 1,000 miles, whichever comes first. All **COVERAGE** provided for **YOUR VEHICLE** under this **CONTRACT** shall exclude coverage currently in force under any express warranty providing the same coverage for such **VEHICLE** as outlined above.