



## DEFINITIONS

- ADMINISTRATOR: means Interstate National Dealer Services, Inc.
- AGREEMENT: means this Priority Maintenance Agreement.
- YOU, YOUR: means the customer named in the Declarations section of this Agreement.
- WE, US, OUR: means the entity who is obligated to perform under this Agreement, as indicated on the Identification Card.
- VEHICLE: means the vehicle described in the Declarations section of this Agreement.
- ISSUING DEALER: means the dealer from whom YOU purchased the Agreement.
- PRIORITY MAINTENANCE PLAN BENEFITS: means each scheduled maintenance that is described in the owner's manual from the manufacturer for the vehicle listed in the application section of this Agreement. The plan benefits are based on the scheduled maintenance definition described above. Benefits do not include wear and tear items other than lubricants, fluids, and spark plugs. YOU will be responsible for part items that are listed in the owner's manual as replace if necessary and those items that are NOT specifically noted as replace or change in the owner's manual at a specifically scheduled interval.

## TRANSFER RIGHTS

This Agreement is non-transferable.

## NON-CANCELABLE

This Agreement is Non-Cancelable to YOU. This Agreement may be canceled in the event of repossession and request by the lien holder. If this Agreement is canceled and no claim has been filed, an amount of the unearned Agreement charge will be refunded according to the pro-rata method reflecting the days in force based on the term of Agreement and the date when Coverage began minus the cancellation fee stated herein. At anytime, if a claim has been filed, an amount of the unearned Agreement charge will be refunded according to the lesser of the pro-rata method reflecting the days in force based on the term of Agreement and the date when Coverage began or the difference between the amount charged for the Agreement and the value of the retail services performed and paid for by this Agreement.

An Administrative fee of \$150 or 10% of the Agreement charge, whichever is greater, will be deducted from all refunds.

## EXCLUSIONS

This Agreement does not cover, nor will this Agreement pay for:

- Maintenance work performed by anyone other than the ISSUING DEALER.
- Any item not specifically listed under the Priority Maintenance Plan Benefits or as defined by the Priority Maintenance Plan Benefits.
- Any Service or maintenance items of any kind, if the vehicle's odometer has been disconnected or altered.
- Any costs YOU may incur for consequential or secondary damages, personal expenses, any parts, items, labor, fluids or upgrades that do not fall under the definitions, including specific exclusions herein.
- Liability for damage to property or injury to, or death of, any person arising out of the operation, maintenance, shipment, storage or use of the VEHICLE listed within this Agreement, whether or not related to the Priority Maintenance Plan Benefits.

## LIABILITY LIMITS

The limit of liability is the amount for the Priority Maintenance Plan Benefits as defined herein. Maintenance parts, at the ISSUING DEALERS option, may be either original equipment manufacturers or have like kind and quality.

## YOUR RESPONSIBILITIES

- Return YOUR vehicle to YOUR ISSUING DEALER as per the scheduled maintenance defined by the manufacturer. YOU must contact YOUR ISSUING DEALER to schedule maintenance before returning vehicle.
- Retain copies of all repair orders, invoices and receipts for all benefits received under this Agreement.

## GENERAL PROVISIONS

- This Agreement will be governed by the law of the state in which ISSUING DEALER is physically located.
- No amendment, supplement or waiver of any of the provisions of this Agreement will be binding against the ADMINISTRATOR unless it is in writing and signed by one of the authorized representatives of the ADMINISTRATOR.

## AGREEMENT TERM

This Agreement begins on the Effective Date shown on the Dealer copy of this Agreement and expires when the length of time indicated under the term has been reached.

## ARBITRATION

In the event YOU, the Agreement purchaser, and ADMINISTRATOR fail to agree whether coverage is provided under this Agreement, each party shall agree to submit the problem to impartial arbitration. In such event, the parties agree to abide by the finding and will share equally in the cost of arbitration.