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INSURANCE REGULATION  
Controlled by 



OFFICE OF INSURANCE REGULATION

MICHAEL YAWORSKY  
COMMISSIONER

IN THE MATTER OF:  
ASE PROTECTION  
\_\_\_\_\_ /

Index: OIR 2025-38

CASE NO.: 400702-24

**IMMEDIATE FINAL ORDER TO CEASE AND DESIST**

TO: ASE PROTECTION  
c/o William Porter  
200 Continental Drive #401-1120  
Newark, Delaware 19713

The STATE OF FLORIDA, OFFICE OF INSURANCE REGULATION ("OIR") hereby enters this Immediate Final Order to Cease and Desist, pursuant to the Florida Insurance Code and chapter 120, Florida Statutes, against ASE PROTECTION ("ASE").

**FINDINGS OF FACT**

**ASE**

1. ASE's principal place of business is 200 Continental Drive #401-1120, Newark, Delaware 19713.
2. ASE operates a website with the URL "aseprotection.com."
3. ASE is not a registered business entity in the State of Florida.
4. The OIR has been unable to determine what type of entity ASE is or in what state ASE is registered as a legal entity.

5. OIR has been unable to find a registered business entity under the names “ASE PROTECTION” or “aseprotection.com” on the secretary of state’s websites for any state in the United States.

6. ASE is not licensed as a motor vehicle service agreement company in the State of Florida.

7. ASE is not an authorized insurer in the State of Florida.

#### ASE’S PRODUCT

8. On ASEProtection.com, ASE offers to sell “Vehicle Service Contracts” (“VSC”) that provide coverage for vehicles that are no longer covered by the manufacturer’s warranty. *See* Exhibits 1–2, 7–9.

9. ASEProtection.com uses terms such as “extended automotive warranty plans” and “vehicle warranty plans” to describe its VSC product. *See, e.g.*, Exhibit 1. But on aseprotection.com, ASE asserts that its VSC is not an “extended auto warranty,” “used car warranty,” or “extended service program” and that “ASEProtection.com uses” such terms “for marketing purposes only.” *See* Exhibit 6.

10. ASEProtection.com states, however, that a VSP provides “repair coverage for your vehicle after the manufacturer's warranty expires” and defines a VSP as an agreement between a customer “and a VSP provider or administrator that states what is a covered repair and what is not.” *Id.*

11. ASEProtection.com also contains a “sample agreement” of a VSC (“the agreement”). *See* Exhibits 7–8. The agreement defines a particular VSC as a “contract for purchase of a Vehicle Extended Service Agreement coverage pursuant to the written declarations page.” *See* Exhibit 8 (emphasis omitted).

12. Three sections of the agreement are relevant here. Section four of the agreement documents the “coverage details” for a given VSC. *See id.* That section describes three types of plans that a customer may purchase. The agreement distinguishes the three plans by the kinds of vehicle parts (“covered parts”) for which ASE will provide coverage whenever a vehicle part experiences a “breakdown.”<sup>1</sup> *See id.*

13. Section five of the agreement then excludes certain vehicle parts from coverage regardless of the categories in section four and delineates conditions under which ASE will not provide coverage regardless of the vehicle part that is not functioning properly. *See id.*

14. Finally, section three of the agreement states that ASE “will arrange for the repair or replacement of covered parts, as provided [in sections four and five], or pay the repair cost for repair or replacement due to a breakdown during this Vehicle Service Contract.”<sup>2</sup> *See id.* (emphases omitted).

15. Through ASEProtection.com, ASE offers these VSCs to residents of Florida. *See Exhibits 1.*

16. Based on ASEProtection.com, ASE is not the manufacturer or dealer of the vehicles for which it is offering service agreements. *See Exhibits 1, 4.*

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<sup>1</sup> The agreement defines a “breakdown” as “the inability of a properly maintained covered part to perform the function for which it was designed, due to defects in materials or workmanship. Breakdown does not mean the gradual or sudden reduction in operating performance of a covered part due to any lack of proper maintenance or to non-use of a covered part or non-covered part.” *See Exhibit 9* (emphases omitted).

<sup>2</sup> “Repair cost means the part and labor expense, if applicable, necessary to repair or replace a covered part due to a breakdown of a covered part. Repair cost is determined by regular retail parts prices, not to exceed the Manufacturer’s Suggested Retail Price for a covered part, and the current national flat rate hourly guide for labor, and is subject to the aggregate and single repair visit.” *See Exhibit 9* (emphases omitted).

### OIR's Investigation

17. A customer of ASE sent a complaint to the OIR on October 1, 2024. The customer alleged that ASE had not provided the customer with an agreed upon refund and that ASE was not responding to the customer's attempts to communicate with ASE.

18. On October 7, 2024, and October 8, 2024, the OIR attempted to contact ASE by calling the phone number listed on aseprotection.com. No one from ASE answered the OIR's calls, and the calls were not completed.

19. On October 14, 2024, the OIR emailed ASE. In the email, the OIR informed ASE of the customer's complaint. The OIR also requested that ASE provide the OIR with information on the customer's Motor Vehicle Service Agreement ("MVSA"), as well as a description of how ASE markets and sells its MVSA's.<sup>3</sup> *See* Exhibit 4. ASE did not respond to the OIR's email.

20. On October 18, 2024, the OIR emailed ASE again. In the email, the OIR reiterated the requests that it had made in its October 14, 2024 email. *See* Exhibit 5. ASE did not respond to the OIR's email.

21. On October 23, 2024, and October 24, 2024, the OIR again attempted to contact ASE by calling the phone number listed on aseprotection.com. No one from ASE answered the OIR's calls, and the OIR left voicemails for ASE on both occasions. ASE did not respond to the OIR's voicemails.

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<sup>3</sup> Although the OIR used the term "MVSA" in its emails to ASE, the OIR was referencing ASE's VSCs.

## CONCLUSIONS OF LAW

### OIR Has Jurisdiction To Issue This Final Order

22. Section 20.121(3)(a)1., Florida Statutes (2024), provides that the OIR shall be responsible for all activities concerning insurers and other risk-bearing entities, including, among other things, licensing, rates, policy forms, market conduct, and claims.

23. Section 624.01, Florida Statutes (2024), provides that chapters 624–632, 634, 635, 636, 641, 648, and 651 are the "Florida Insurance Code."

24. The OIR is responsible for the administration and enforcement of the Florida Insurance Code and has jurisdiction over ASE pursuant to section 20.121(3)(a)1. and the Florida Insurance Code.

25. Chapter 28-106, *Florida Administrative Code*, applies in all proceedings in which the OIR determines the substantial interests of a party, and the OIR must construe it to secure the just, speedy, and inexpensive determination of every proceeding.

26. Chapter 28-106 applies to all proceedings under chapter 120, Florida Statutes, with only three exceptions: (i) where the agency has adopted rules covering the subject matter pursuant to section 120.54(5)(a)2.; (ii) agency investigations or determinations of probable cause preliminary to agency action; or (iii) mediation conducted pursuant to section 120.573, Florida Statutes (2024). *See Fla. Admin. Code. R. 28-106.101.*

27. The OIR concludes that this proceeding does not qualify for one of the exceptions listed in Rule 28-106.101, *Florida Administrative Code*.

OIR May Issue This Immediate Final Order To Cease And Desist

28. The OIR may issue an immediate final order requiring ASE to cease and desist from providing or offering to provide motor vehicle service agreements to the residents of Florida because ASE is violating section 634.031(1), Florida Statutes (2024).

29. Under section 634.031(1), a person must have a valid license to offer to sell motor vehicle service agreements in Florida:

A person may not transact, administer, or market, attempt to transact, administer, or market, or in any manner hold itself out as transacting, administering, or marketing the service agreement business, on behalf of herself or himself or itself, in this state or from this state unless it is authorized to do so under a subsisting license issued to it by the office.

§ 634.031(1), Fla. Stat.

30. The OIR “may, pursuant to section 120.569, in its discretion and without advance notice or hearing issue an immediate final order to cease and desist to any person or entity which violates” section 634.031(1). § 634.031(4), Fla. Stat.

31. If the OIR finds that an immediate serious danger to the public health, safety, or welfare requires emergency action, the OIR may enter an emergency order taking emergency action as is authorized by law. *See* Fla. Admin. Code. R. 28-106.501.

32. When the OIR finds that the law authorizes an immediate final order and that it is necessary to do so, the OIR shall recite with particularity the facts underlying such finding in the final order, which shall be appealable or enjoinable from the date rendered. *See* § 120.569(3)(n), Fla. Stat.

33. The Legislature has found that a violation of section 634.031(1) constitutes an imminent and immediate threat to the public health, safety, and welfare of the residents of this State. § 634.031(4), Fla. Stat.

34. Accordingly, to issue an immediate final order requiring that ASE cease and desist from transacting, administering, marketing, attempting to transact, administer, or market, or holding itself out as transacting, administering, or marketing the motor vehicle service agreement business in Florida without a license from the OIR, the OIR need only recite with particularity the facts underlying the OIR's finding that ASE violated section 634.031(1). *Compare* § 120.569(2)(n), Fla. Stat., *with* § 634.031(4), Fla. Stat.

ASE Is Violating Section 634.031(1)

35. ASE is violating section 634.031(1).

36. Section 634.031(1) states that a person may not transact, administer, market, attempt to transact, administer, or market, or in any manner hold itself out as transacting, administering, or marketing the service agreement business, on behalf of herself or himself or itself, in Florida or from Florida unless it is authorized to do so under a subsisting license issued to it by the OIR. § 634.031(1), Fla. Stat.

37. Section 634.011(8) defines "service agreement" as any contract or agreement indemnifying the service agreement holder for the motor vehicle listed on the service agreement and arising out of the ownership, operation, and use of the motor vehicle against loss caused by failure of any mechanical or other component part, or any mechanical or other component part that does not function as it was originally intended. § 634.011(8), Fla. Stat.

38. " 'Indemnify' means to undertake repair or replacement of a consumer product, or pay compensation for such repair or replacement by cash, check, store credit, gift card, or other similar means, in return for the payment of a segregated premium, when such consumer product suffers operational failure." § 634.401(5), Fla. Stat.

39. “Service agreement” does not include manufacturers or dealers giving the usual performance guarantees free of charge in connection with the sale of motor vehicles. *Id.*

40. Nor does it include motor vehicle service agreements that are described in section 624.125.<sup>4</sup> *Id.*

41. Here, ASE has transacted, administered, marketed, provided, or has offered to transact, administer, market, or provide motor vehicle service agreements to the residents of Florida without a license from the OIR. Although ASE may label its product as a VSC, the VSCs are motor vehicle service agreements. Pursuant to specified conditions, ASE undertakes to arrange for the repair or replacement of a consumer product or pay the repair cost of such a repair or replacement. *Compare* Exhibit 8, with §§ 634.401(5), .011(8), Fla. Stat.

42. Additionally, ASE is not the manufacturer or dealer of the vehicles offering the usual performance guarantees free of charge in connection with the sale of motor vehicles.

43. ASE’s activities do not fall within the exceptions, exclusions, or exemptions provided in chapter 634, part I, Florida Statutes; section 624.125; or any other provision of the Florida Statutes or federal law.

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<sup>4</sup> Section 624.125 describes a limited subset of motor vehicle service agreements: (a) the premium charged for the agreement does not exceed a total of fifty dollars annually or fifty dollars for the term of the agreement, or the difference in the price of substantially similar parts, or service connected therewith, sold with and without the agreement does not exceed a total of fifty dollars annually or fifty dollars for the term of the agreement; (b) the agreement is entered into incidentally to the sale of the part or parts or to the service connected therewith by the person soliciting, offering providing, entering into, issuing, or delivering the motor vehicle service agreement; and (c) no other agreements are solicited, offered, provided, entered into, issued, or delivered by such person at any time on any other mechanical or component part or parts or service connected therewith on the same motor vehicle where the total of all payments exceeds fifty dollars annually or fifty dollars for the term of the agreement. *See generally* § 624.125, Fla. Stat.

44. Furthermore, ASE failed to respond to the OIR's repeated attempts to contact ASE about consumer complaints against ASE's activities regarding ASE offering vehicle service agreements.

45. ASE's failure timely to respond to the OIR's inquiries hinders not only the OIR's ability to investigate more fully ASE's violations of section 634.031(1) but also to examine the merits of consumer complaints, such as the one that this order previously mentioned.

46. Consequently, the OIR finds that it is lawful and appropriate to issue this immediate final order without advance notice or hearing, requiring that ASE cease and desist from providing or offering to provide motor vehicle service agreements to the residents of Florida.

47. The OIR finds that ASE's violation of section 634.031(1) is an immediate danger to the public health, safety, or welfare and requires emergency action.

48. The OIR also finds that because ASE failed to respond to the OIR's repeated attempts to contact ASE about its activities, ASE's violations of 634.031(1) are likely to continue and that this immediate final order is necessary to stop ASE's violations of Florida law. *See Kodsy v. Dep't Fin. Servs.*, 972 So. 2d. 999, 1002 (Fla. 4th DCA 2008) (detailing due process requirements for an immediate final order).

49. The OIR further concludes that this order is sufficiently narrowly tailored to address ASE's conduct because the order only requires that ASE refrain from continuing to engage in the above-described unlawful activity. *See id.*

### **ORDER**

50. Based on the foregoing Findings of Fact and Conclusions of Law, the OIR hereby issues the following **ORDER**:

51. ASE shall cease and desist providing any motor vehicle service agreements, including the Vehicle Service Contracts that ASE describes on aseprotection.com, to the residents of Florida.

DONE and ORDERED this 2 day of April, 2025.



A handwritten signature in blue ink, appearing to read "Michael Yaworsky", is written over a horizontal line.

MICHAEL YAWORSKY  
Commissioner  
Office of Insurance Regulation

**NOTICE OF RIGHTS**

Any party to these proceedings adversely affected by this Order is entitled to seek immediate appellate review of this Order pursuant to section 120.569(2)(n), Florida Statutes (2024), Rule 28-106.501, *Florida Administrative Code*, and Rule 9.110, Florida Rules of Appellate Procedure. Review proceedings must be instituted by filing a Petition or Notice of Appeal with the Agency Clerk at 200 East Gaines Street, Tallahassee, Florida 32399-4206, and a copy of the same and filing fee with the appropriate District Court of Appeal within thirty (30) days of the rendition of this Order. Mediation under section 120 573 is not available for this agency action.

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Immediate Order to Cease and Desist has been sent by U.S. Certified Mail this \_\_\_\_\_ day of \_\_\_\_\_, 2025, to:

ASE Protection  
William Porter  
200 Continental Drive #401-1120  
Newark, Delaware 19713

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Gregory J. Mill  
Florida Bar No. 1055084  
Assistant General Counsel  
Florida Office of Insurance Regulation  
200 E. Gaines Street  
Tallahassee, Florida 32399  
Telephone: (850) 413-4108  
Email: gregory.mill@flair.com

# EXHIBIT 1

← ASE About us - ASE Protection x + https://www.aseprotection.com/about-us/

ASE  
ABOUT US  
Home > About Us

Home Protection Plans About us FAQs Contact Shop Login

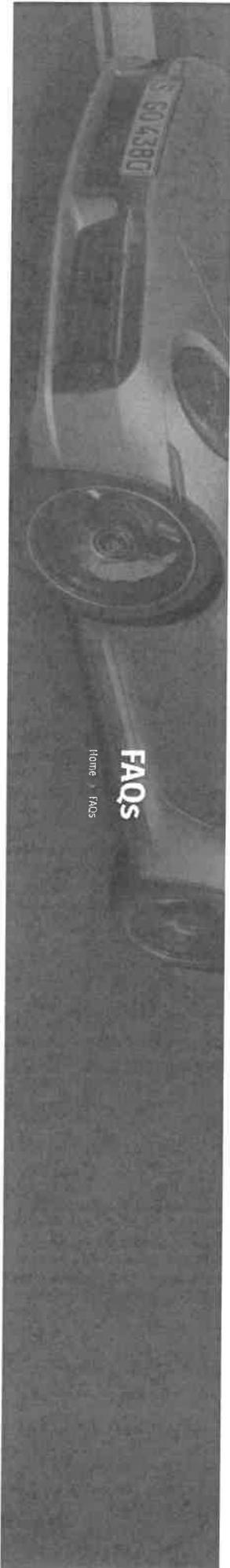
## About ASE Protection

# Providing Top Rated Vehicle Protection Plans

*Our top rated vehicle protection plans protect you from surprise expenses.*

ASE Protection offers its clients with extended automotive warranty plans that provides coverage for vehicles that are no longer covered by their manufacturer's warranty. Whether your vehicle is new or used, an extended automotive warranty can save you thousands of dollars in repair bills. Although we serve the entire country, we are very proud to have local representatives available in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, and Maine.





# FAQs

Home > FAQs

- 1. Will my dealer accept ASE Protection?  
Yes! ASE Protection maintains working relationships with all major repair shops, which include dealer repair centers. >
- 2. How do I file a claim? >
- 3. What does my protection plan pay for? >
- 4. Does my vehicle need to be inspected? >
- 5. Does my coverage include 24/7 roadside assistance? >
- 6. Is there a deductible? >
- 7. Does my service plan cover the cost of parts and labor? >
- 8. Can I transfer my policy to a new owner or vehicle? >  
Yes! Call and speak to one of our representatives to learn how to transfer your coverage to a new vehicle or owner.

Don't drive until you call!

## DeLong, Alison

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**From:** DeLong, Alison  
**Sent:** Monday, October 14, 2024 1:53 PM  
**To:** prelic@aseprotection.com  
**Cc:** Lamm, Alexis; Romero, Eduardo  
**Subject:** Informal Inquiry- SR #: 1-1165278141- ASE Protection

Dear Paula Relic,

The Florida Office of Insurance Regulation ("OIR") is currently reviewing a consumer complaint (SR#: 1-1165278141) concerning company licensing. The consumer is alleging that ASE Protection ("ASE" or "Company") is transacting Motor Vehicle Service Agreements in the state of Florida without being duly licensed pursuant to Chapter 634, Part 1. Currently we are unable to locate a valid license for ASE in our records.

To resolve this matter, OIR is requesting that ASE provide the following information on an Excel Spreadsheet showing a comprehensive list of each Florida Motor Vehicle Service Agreement ("MVSA") currently in force to include:

- MVSA Number
- Purchase Date of MVSA
- Effective Date of MVSA (if different from purchase date)
- Expiration Date of MVSA
- Term and mileage of MVSA
- Total amount paid by service agreement holder (gross premium)

Additionally, please provide a brief description of how the MVSAs are marketed, sold, and administered (i.e., direct mail, telephone solicitations, dealerships, etc.), as well as the name and policy number of the insurer that provides the Contractual Liability Insurance Policy, (CLIP") for ASE, if applicable.

Please provide this information as soon as possible, but no later than COB on **October 17, 2024**.

Best regards,



### **Alison DeLong**

Insurance Analyst III  
P&C Market Regulation

[Alison.Delong@floi.com](mailto:Alison.Delong@floi.com)  
Office: (850) 413-2444

Florida Office of  
Insurance Regulation  
200 East Gaines Street,  
Tallahassee, FL 32399  
[www.FLOIR.com](http://www.FLOIR.com)

## DeLong, Alison

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**From:** DeLong, Alison  
**Sent:** Friday, October 18, 2024 3:17 PM  
**To:** info@aseprotection.com  
**Cc:** Romero, Eduardo; Lamm, Alexis  
**Subject:** Informal Inquiry- SR #: 1-1165278141- ASE Protection

Dear ASE Protection,

The Florida Office of Insurance Regulation ("OIR") is currently reviewing a consumer complaint (SR#: 1-1165278141) concerning company licensing. The consumer is alleging that ASE Protection ("ASE" or "Company") is transacting Motor Vehicle Service Agreements in the state of Florida without being duly licensed pursuant to Chapter 634, Part 1. Currently we are unable to locate a valid license for ASE in our records.

To resolve this matter, OIR is requesting that ASE provide the following information on an Excel Spreadsheet showing a comprehensive list of each Florida Motor Vehicle Service Agreement ("MVSA") currently in force to include:

- MVSA Number
- Purchase Date of MVSA
- Effective Date of MVSA (if different from purchase date)
- Expiration Date of MVSA
- Term and mileage of MVSA
- Total amount paid by service agreement holder (gross premium)

Additionally, please provide a brief description of how the MVSAs are marketed, sold, and administered (i.e., direct mail, telephone solicitations, dealerships, etc.), as well as the name and policy number of the insurer that provides the Contractual Liability Insurance Policy, (CLIP") for ASE, if applicable.

Please provide this information as soon as possible, but no later than COB on **October 22,**

2024. Best regards,

Best regards,



### Alison DeLong

Insurance Analyst III  
P&C Market Regulation

[Alison.Delong@floir.com](mailto:Alison.Delong@floir.com)  
Office: (850) 413-2444

Florida Office of  
Insurance Regulation  
200 East Gaines Street,  
Tallahassee, FL 32399  
[www.FLOIR.com](http://www.FLOIR.com)





## Sample Agreement

Sample Agreement is a legal document that provides a framework for the relationship between the Client and the Service Provider. It outlines the terms and conditions of the agreement, including the scope of services, the duration of the agreement, and the payment terms. The agreement is designed to protect the interests of both parties and to ensure that the relationship is conducted in a fair and equitable manner.

**1. PARTIES**  
This Agreement is made between the Client, whose name and address are set forth in the Schedule A, and the Service Provider, whose name and address are set forth in the Schedule B.

**2. SERVICES**  
The Service Provider shall provide the services described in the Schedule C, in accordance with the terms and conditions set forth in this Agreement.

**3. TERM**  
This Agreement shall commence on the date hereof and shall continue in full force and effect until terminated by either party in accordance with the provisions hereof.

**4. PAYMENT**  
The Client shall pay to the Service Provider the fees and charges set forth in the Schedule D, in accordance with the terms and conditions set forth in this Agreement.

**5. REPRESENTATION AND WARRANTIES**  
The Service Provider represents and warrants that it is a duly licensed and qualified professional in the State of New York, and that it has the necessary expertise and resources to provide the services described in the Schedule C.

**6. LIMITATION OF REMEDY**  
The Client shall not be entitled to recover any consequential or special damages, including but not limited to lost profits, from the Service Provider in the event of a breach of this Agreement.

**7. ASSIGNMENT**  
Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party.

**8. ENTIRE AGREEMENT**  
This Agreement constitutes the entire agreement between the parties and shall supersede all other agreements, understandings, and negotiations between the parties.

**9. GOVERNING LAW**  
This Agreement shall be governed by the laws of the State of New York.

**10. DISPUTE RESOLUTION**  
Any dispute arising out of or in connection with this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.

**11. FORCE MAJEURE**  
If performance of this Agreement is delayed or prevented by a natural disaster, war, or other event beyond the control of the Service Provider, the Service Provider shall not be liable for such delay or non-performance.

**12. SEVERABILITY**  
If any provision of this Agreement is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

**13. COUNTERPARTS**  
This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which together shall constitute one and the same agreement.

**14. SIGNATURES**  
This Agreement shall be binding upon the parties upon the date of the last signature hereof.

**15. SCHEDULES**  
SCHEDULE A: CLIENT INFORMATION  
SCHEDULE B: SERVICE PROVIDER INFORMATION  
SCHEDULE C: SERVICES TO BE PROVIDED  
SCHEDULE D: FEES AND CHARGES

## EXHIBIT 8

**Congratulations on YOUR purchase of a VEHICLE SERVICE CONTRACT from ASE Protection. This VEHICLE SERVICE CONTRACT consists of the following terms and conditions and the DECLARATIONS PAGE that accompanies this Agreement. Coverage is contingent upon the receipt of a verifiable current Odometer Photo, along with the countersigned application. A countersigned agreement endorsement will be processed after verification of Odometer mileage and receipt of the consumer signed application.**

**I. DEFINITIONS.** For purposes of this VEHICLE SERVICE CONTRACT, the terms below are defined as follows: VEHICLE SERVICE CONTRACT means this contract for purchase of a Vehicle Extended Service Agreement coverage pursuant to the written DECLARATIONS PAGE.

**DEDUCTIBLE** means the amount indicated on the DECLARATIONS PAGE, which you are required to pay in respect to a BREAKDOWN.

**COVERED PART** means a part which is specifically covered under Section IV of this VEHICLE SERVICE CONTRACT, provided, however, - COVERED PART does not include any part which is excluded from coverage by or not covered under any provision of section V of this VEHICLE SERVICE CONTRACT.

**DECLARATIONS PAGE** means the page of VEHICLE SERVICE CONTRACT information that accompanies this Agreement.

**COMMERCIAL USE OR PURPOSE** means any use of YOUR VEHICLE for commerce or trade or to generate income, whether such use is full or part time.

**DEALER** means the dealer who sold the COVERAGE to YOU.

**VEHICLE** means the VEHICLE identified on the DECLARATIONS PAGE.

**BREAKDOWN** means the inability of a properly maintained COVERED PART to perform the function for which it was designed, due to defects in materials or workmanship. BREAKDOWN does not mean the gradual or sudden reduction in operating performance of a COVERED PART due to any lack of proper maintenance or to non-use of a COVERED PART or non-covered part.

**FACTORY or DEALER WARRANTY REPAIR SERVICE** means a repair of YOUR VEHICLE which was performed or which YOU requested while the FACTORY WARRANTY or DEALER WARRANTY remained in force.

**DEALER or FACTORY WARRANTY** means the new warranty, certified pre-owned or similar warranty furnished to YOU by the MANUFACTURER, or a limited warranty furnished to YOU by or for the benefit of the DEALER, in connection with YOUR purchase of YOUR VEHICLE.

**YOU and YOUR** mean the VEHICLE SERVICE CONTRACT holder named on the DECLARATIONS PAGE, as the person(s) entitled to coverage and benefits under this VEHICLE SERVICE CONTRACT.

**MAINTENANCE RECORDS** include all original receipts, invoices and any other documents that demonstrate all required maintenance has been performed at proper intervals.

**MANUFACTURER** means the company that manufactured YOUR VEHICLE.

**PRIOR AUTHORIZATION** means the approval of and the approval number issued by US in respect to repairs or road side services which may be covered under this VEHICLE SERVICE CONTRACT. YOU must notify US and obtain PRIOR AUTHORIZATION from US before any repairs are performed on YOUR VEHICLE. Any costs for road side services or repairs you incur without PRIOR AUTHORIZATION, when PRIOR AUTHORIZATION is required, will not be covered under this VEHICLE SERVICE CONTRACT.

**OUR, US and WE** mean ASE Protection.

**REPAIR COST** means the part and labor expense, if applicable, necessary to repair or replace a covered part due to a **BREAKDOWN** of a covered part. **REPAIR COST** is determined by regular retail parts prices, not to exceed the Manufacturer's Suggested Retail Price for a covered part, and the current national flat rate hourly guide for labor, and is subject to the aggregate and single repair visit.

**UNITED STATES** means the 50 UNITED STATES including Puerto Rico and the District of Columbia, and does not include Guam or other territories and possessions of the United States of America.

**II. NOTICE AND GENERAL CONSIDERATIONS THIS VEHICLE SERVICE CONTRACT IS NOT: (a) A MECHANICAL BREAKDOWN INSURANCE CONTRACT OR POLICY; (b) AN INSURANCE CONTRACT OR POLICY OF ANY KIND; (c) AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE CONTRACT OR POLICY; OR (d) AN EXPRESS, IMPLIED, GENERAL OR EXTENSION OF A WARRANTY. THIS VEHICLE SERVICE CONTRACT MAY DUPLICATE SOME WARRANTY COVERAGE. STATE AND FEDERAL LAWS MAY PROTECT YOUR INTERESTS AS A CONSUMER. IN RESPECT TO THE MAGNUSON-MOSS WARRANTY ACT, THE CONTENTS OF THIS VEHICLE SERVICE CONTRACT SHOULD BE INTERPRETED AND UNDERSTOOD TO MEAN A "VEHICLE SERVICE CONTRACT" AS USED THEREIN.**

**BY ENTERING INTO THIS VEHICLE SERVICE CONTRACT, YOU DO NOT WAIVE ANY WARRANTIES THAT MAY BE IMPLIED BY LAW. Other rights and remedies may be available to YOU if a problem cannot be resolved with US.**

**III. COVERAGE PROVIDED UNDER YOUR VEHICLE SERVICE CONTRACT**

**YOUR VEHICLE SERVICE CONTRACT PERIOD** begins on the **START MILEAGE** and **EFFECTIVE DATE**. **YOUR VEHICLE SERVICE CONTRACT** will end on the **EXPIRATION DATE** or when the **VEHICLE's** Odometer indicates the **VEHICLE** has reached the **EXPIRATION MILEAGE** limit, whichever occurs first. The **EFFECTIVE DATE, START MILEAGE, EXPIRATION DATE** and **EXPIRATION MILEAGE** are indicated on the **DECLARATIONS PAGE**. WE will arrange for the repair or replacement of **COVERED PARTS**, as provided below, or pay the **REPAIR COST** for repair or replacement due to a **BREAKDOWN** during the **VEHICLE SERVICE CONTRACT**. **OUR** aggregate limit of liability under this **VEHICLE SERVICE CONTRACT** for **REPAIR COST** or for any other purpose is the amount **YOU** paid for the **VEHICLE**. **OUR** limit of liability under this **VEHICLE SERVICE CONTRACT** for **REPAIR COST** for a single repair visit is the reasonable trade in value of the **VEHICLE** at the time **YOU** seek a repair under this **VEHICLE SERVICE CONTRACT**.

**A. ROAD SIDE SERVICES**

No deductible applies to the provision of a Road Side Service. Under this **VEHICLE SERVICE CONTRACT** WE provide **YOU** the following additional services, if **YOUR VEHICLE** is disabled, in the form of reimbursement for covered repairs up to a maximum of: (i) one hundred and twenty dollars per occurrence for towing to the nearest repair facility, acceptable to us, if required as a result of a **BREAKDOWN**; (ii) fifty dollars per day, for up to three days, for emergency trip interruption reimbursement, when you are more than one hundred and twenty miles from your home; (iii) one flat tire change using **YOUR** good spare tire; (iv) forty dollars for a battery boost or jump start, or toward the delivery charge to have fuel purchased by you delivered to your **VEHICLE**; and (v) up to thirty dollars for lockout assistance. Services may vary to conform to the laws of **YOUR** state. Road Side Services are not covered under this **VEHICLE SERVICE CONTRACT** if **YOUR VEHICLE** was disabled due to an act of nature, war, insurrection, riot, etc. Under this **VEHICLE SERVICE CONTRACT**, **YOU** are limited to receiving Road Side Services for just one disablement of **YOUR VEHICLE** for the same cause in any seven day period.

**B. RENTAL CAR REIMBURSEMENT**

No deductible applies to the provision of Rental Car Reimbursement. If **YOU** require alternate transportation due to a covered **BREAKDOWN**, this **VEHICLE SERVICE CONTRACT** provides reimbursement for the expense of a rental car up to sixty-five dollars per day, to a maximum of four days and a total of two hundred and sixty dollars per **BREAKDOWN**. Rental car reimbursement is based on a recognized industry flat rate time required to repair **YOUR VEHICLE** according to the following criteria: (i) if the repair time required is a minimum of eight hours, we will allow a one day car rental and reimburse **YOU** a maximum of sixty five dollars for that rental; (ii) if the repair time required is a minimum of sixteen hours, we will allow a two day car rental and reimburse **YOU** a maximum of one hundred and thirty dollars for that rental; and (iii) if the repair time required is more than twenty four hours, we will allow a three day car rental and reimburse **YOU** a maximum of one hundred and ninety five dollars for that

rental. Rental car reimbursement is valid only for expenses actually incurred from the date of the BREAKDOWN until the date repairs are completed. Rental car reimbursement does not include any expense for items such as MILEAGE, MAINTENANCE, GASOLINE, INSURANCE OR COLLISION DAMAGE WAIVER CHARGES, and OR OIL CHANGES.

#### **IV. COVERAGE DETAILS.**

##### **A. Total Blue Shield covers the following listed components under section IV part A.**

1. Gasoline/Diesel Engine: Cylinder block, cylinder head(s) if damage by internally lubricated parts. The following internally lubricated parts including: piston rings and pins, pistons, crankshaft and main bearings, rod bearings and connecting rods, camshaft and bearings, pushrods, rocker arms, rocker arm shafts, rocker arm pivots, cylinder head intake & exhaust valves, valve retainers, valve keepers, hydraulic and solid valve lifters, cam followers, timing chain, oil pump, and crankshaft gear. Harmonic balancer, metal valve covers, metal timing cover, and metal oil pan (if damaged caused by failure of internally lubricated covered parts); seals and gaskets during rebuilding, engine vacuum pump, cylinder head gaskets, and engine mounts.
2. Transmission: Transmission (Rear Wheel Drive) or Transaxle (Front Wheel Drive): Transmission case, and transmission pan (if damaged by failure of covered internally lubricated parts). The following internally lubricated parts included within a rebuilders banner kit component: (automatic transmission clutch plates, clutch steels, accumulator locking rings, servo locking rings), vacuum modulator, seals and gaskets during rebuilding, front pump shaft seal, rear transmission seal, torque converter, and transmission mounts.
3. Electrical: Alternator, starter motor, starter solenoid, voltage regulator, ignition distributor, A/C heater blower motor.
4. Cooling: Radiator, engine radiator cooling fan motor, AC condenser cooling fan motor, cooling fan clutch, main engine water pump, and water pump gasket.
5. Drive Axle: Front CV axle shaft joints, front axle shaft universal joints, front propeller/drive shaft universal joints, rear propeller/drive shaft universal joints, rear propeller/drive shaft support and bearing.
6. Brakes: Master cylinder, hydraulic front disc brake calipers, hydraulic rear disc brake calipers, power brake booster, and wheel cylinders.
7. Super/Turbo Charger: All internal parts; Housing is covered if damaged by the failure of an internally lubricated moving part, super/turbo charger mount gaskets during replacement.
8. 4x4/AWD: These components in the Transfer Case including: Drive chain, drive chain gears, planetary gears, ring shift forks, main shaft washers, oil pump output shaft, transfer case actuator, 4 Wheel Drive actuator; seals and gaskets during rebuilding, transfer case input shaft seal, transfer case output shaft seal.
9. Steering System: Steering box, steering box pitman seals, rack and pinion unit and all their internal lubricated parts, steering rack shaft seals, power steering pump, pump shaft seal, idler arm, pitman arm, inner tie rod ends, and outer tie rod ends.
10. Fuel System: Fuel pump, fuel injector(s), and gasoline pressure regulator.
11. Differential Assembly: (Front and Rear) Differential Housing (if damaged caused by failure of internally lubricated covered parts), axle shaft, ring and pinion bearings, ring and pinion gears, spider and carrier gears, spider and carrier bearings, axle bearings, pinion seal, and axle shaft seal.
12. Heater and Air Conditioning: Evaporator core, compressor, compressor clutch condenser, field coil, accumulator, A/C high/low pressure compressor cutoff switches and heater core.
13. Front Suspension: Upper and lower control arms, control arm bushings, lower torsion/tension arms, ball joints, stabilizer end links, hub and wheel bearings.
14. Rear Suspension: Upper and lower control arms, control arm bushings, stabilizer end links, ball joints, hub and wheel bearings.
15. ABS-Brakes: Wheel speed sensors, hydraulic pump/motor assembly, pressure modulator valve/isolation dump valve, ABS master cylinder, accumulator, Hydro Boost and Electronic Control Processor.
16. Hi-Tech: ABS master cylinder, ABS processor, ABS hydraulic pump motor, pressure modulator valve and sensors; temperature control programmer, fuel management controls; mass airflow sensor, map sensor, air charge temperature sensor, ambient temperature sensor, coolant temperature sensor, fuel pressure sensor, fuel injector(s), fuel injection pump, ignition management controls; crankshaft position sensor, camshaft position sensor, ignition coils, power window motor(s), wiper motor(s), power door lock actuator(s), driver and passenger front forward/backward seat motor(s), driver and passenger front tilt seat base motor(s), driver and passenger front tilt seat back motor(s), key-less entry module excluding remote, automatic temperature control panel, factory installed GPS Navigation module, speed control module, electronic level control compressor, sunroof/convertible top motor, factory installed front/rear camera.

**B. Blue Shield Plus covers the following listed components under section IV part B.**

1. Gasoline/Diesel Engine: Cylinder block, cylinder head(s) if damage by internally lubricated parts. The following internally lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, cylinder head intake and exhaust valves, valve keepers, valve retainers, oil pump, timing chain, and crankshaft gear. Harmonic balancer, metal valve covers, metal timing cover, and metal oil pan (if damaged caused by failure of internally lubricated covered parts); vacuum pump.
2. Transmission (Rear Wheel Drive) or Transaxle (Front Wheel Drive): The following internally lubricated parts included within a rebuilders banner kit components: (automatic transmission clutch plates, clutch steels, accumulator locking rings, servo locking rings), and vacuum modulator.
3. Electrical: Alternator, starter motor, starter solenoid, voltage regulator, ignition distributor, A/C heater blower motor.
4. Cooling: Radiator, main engine radiator cooling fan motor, cooling fan clutch, main engine water pump.
5. Drive Axle: Front CV axle shaft joints, front axle shaft universal joints, front propeller/drive shaft universal joints, rear propeller/drive shaft universal joints, rear propeller/drive shaft support and bearing.
6. Brakes: Master cylinder, power brake booster, hydraulic front disc brake calipers, hydraulic rear disc brake calipers, and wheel cylinders.
7. 4x4/AWD: These components in the Transfer Case including: Drive chain, drive chain gears, planetary gears, ring shift forks, oil pump output shaft, transfer case actuator, main shaft washers, 4 Wheel Drive actuator.
8. Steering System: Steering box, rack and pinion unit and all their internal lubricated parts, power steering pump, pitman arm, idler arm, inner tie rod ends, and outer tie rod ends.

**C. Blue Shield covers the following listed components under section IV part C.**

1. Gasoline/Diesel Engine: Cylinder block, cylinder head(s) if damage by internally lubricated parts. The following internally lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, oil pump, pushrods, rocker arms, cylinder head valves, timing chain, and crankshaft gear. Metal valve covers, metal timing cover, and metal oil pan (if damaged caused by failure of internally lubricated covered parts); vacuum pump.
2. Transmission (Rear Wheel Drive) or Transaxle (Front Wheel Drive): The following internally lubricated parts included within a rebuilders banner kit components: (automatic transmission clutch plates, clutch steels, accumulator locking rings, servo locking rings), and vacuum modulator.
3. Electrical: Alternator, starter motor, starter solenoid, voltage regulator, ignition distributor, A/C heater blower motor.
4. Cooling: Radiator, main engine radiator cooling fan motor, cooling fan clutch, main engine water pump.
5. Drive Axle: Front CV axle shaft joints, front axle shaft universal joints, front propeller/drive shaft universal joints, rear propeller/drive shaft universal joints.
6. Brakes: Master cylinder, power brake booster, hydraulic front disc brake calipers, hydraulic rear disc brake calipers, and wheel cylinders.

**V. EXCLUSIONS; PARTS AND SERVICES NOT COVERED. THE FOLLOWING ARE EXCLUDED BY OR NOT****COVERED UNDER THIS VEHICLE SERVICE CONTRACT:**

- A. ANY REPAIR, REPLACEMENT OR REIMBURSEMENT COVERED BY ANY FACTORY OR DEALER WARRANTY, REPAIR FACILITY GUARANTEE, OTHER SERVICE CONTRACT, OR ANY INSURANCE COVERAGE.
- B. PARTS NOT AUTHORIZED BY THE MANUFACTURER. SUCH PARTS INCLUDE BUT ARE NOT LIMITED TO NON-FACTORY OR AFTERMARKET PERFORMANCE PARTS OR EQUIPMENT, AND ANY NON-FACTORY TYPE OF SECURITY, STEREO, AUDIO, TELEVISION, SATELLITE, TELEPHONE OR ENTERTAINMENT SYSTEM, EQUIPMENT OR PART.
- C. ANY REPAIR OF A SYSTEM, ANY EQUIPMENT OF PART IF IT IS DETERMINED THAT THERE IS A REASONABLE MECHANICAL PROBABILITY THAT THE CONDITION CAUSING THE FAILURE EXISTED PRIOR TO OR AT THE TIME OF START DATE OF YOUR VEHICLE SERVICE CONTRACT, WHETHER KNOWN OR UNKNOWN AT THE TIME OF ACTIVATION OF YOUR VEHICLE SERVICE CONTRACT.

D. ANY REPAIR IF A NON-AUTHORIZED PERFORMANCE PART OR EQUIPMENT CAUSED OR CONTRIBUTED TO THE BREAKDOWN.

E. ANY REPAIR OF AIRBAG(S), AIR BAG MODULE(S), AND AIR BAG SENSOR(S). YOU SHOULD CONTACT YOUR DEALER IMMEDIATELY IF YOU BELIEVE THERE IS A DEFECT IN THESE PARTS. F. ANY OF THE FOLLOWING WEAR ITEMS / PARTS INCLUDING BUT NOT LIMITED TO, THROTTLE BODY, BATTERY, BATTERY CABLES, SPRINGS, SHOCK ABSORBERS, STRUTS, MANUAL TRANSMISSIONS, CLUTCH FRICTION, CLUTCH DISC AND PRESSURE PLATE, THROW OUT BEARING, PILOT BEARING, CLUTCH MASTER AND SLAVE CYLINDER, MANUAL AND HYDRAULIC LINKAGES; SPARK PLUGS AND SPARK PLUG WIRES; FILTERS AND HOUSING; GLOW PLUGS; THERMOSTAT; HOSES, PIPES, LINES; NUTS, BOLTS, HARDWARE; BELTS, PULLEYS, TIMING TENSIONERS AND GUIDES; VALVE SEALS AND GUIDES, TUNE-UP PARTS; SAFETY RESTRAINT SYSTEMS (INCLUDING SEAT BELTS AND AIRBAGS); ANY AND ALL FLUIDS, LUBRICANTS AND RESERVOIRS; REMOTES, FUSES, RELAYS, FUSE PANEL, CIRCUIT BREAKERS; BRAKE PADS, BRAKE SHOES, BRAKE ROTORS AND DRUMS; EMISSION SYSTEMS; GLASS; LENSES HEAD, LAMP AND PROJECTION LAMP ASSEMBLIES, SEALED BEAMS, LIGHT BULBS; WEATHER STRIPPING, TRIM, MOLDINGS, RTV SEALANT, BRIGHT METAL, CHROME, UPHOLSTERY, CARPET, WINDOW OR SUNROOF SHADES, ZIPPERS, CUP HOLDERS, INSTRUMENT CLUSTER, CLUSTER AND INSTRUMENT PANEL LIGHTING, DASH PAD AND VENTS, SEAT FRAME, PAINT, INSIDE AND OUTSIDE ORNAMENTATION; TELEPHONES, HEADPHONES, TELEVISION / VCR, ELECTRONIC AND SATELLITE TRANSMITTING DEVICES; RADIO, AMPS, ANTENNA, SPEAKERS AND WIRING, SD CARD OR NAVIGATIONAL SOFTWARE, CD/DVD PLAYER; SATELLITE RADIO, INSIDE AND OUTSIDE DOOR HANDLES, MIRRORS, HINGES, LATCHES, ROLLERS, LIFT GATE AND HOOD SUPPORTS; HUBCAPS/WHEEL COVERS, BUMPER, BODY SHEET METAL AND PANELS, BODY PARTS, FRAME, STRUCTURAL BODY PARTS, HARD OR VINYL OR FABRIC CONVERTIBLE TOPS AND LINKAGES; TPMS SENSORS, TIRES, WHEELS OR RIMS.

G. REPAIRS OR REPLACEMENT OF A COMPONENT NEEDED IN WHOLE OR IN PART DUE TO: (I) FAILURE TO STOP DRIVING OR PROTECT YOUR VEHICLE FROM FURTHER DAMAGE AFTER EVIDENCE OF A BREAKDOWN APPEARS (E.G., WARNING LIGHT, SMOKE); (II) THE USE OF FUELS, OILS, FLUIDS OR LUBRICANTS OTHER THAN THOSE REQUIRED BY YOUR OWNER'S MANUAL OR AS OTHERWISE SPECIFIED BY THE MANUFACTURER; (III) FAILURE TO PERFORM MAINTENANCE SERVICES, OTHER NEGLIGENCE, MISUSE OR ABUSE (E.G., OVERLOADING, RACING, COMPETITIVE DRIVING ACTIVITIES OR SNOW PLOWING), OR FROM MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, IMPROPER TOWING, IMPROPER ADJUSTMENTS OR SERVICING, OR USING THE VEHICLE IN ANY MANNER NOT RECOMMENDED BY THE MANUFACTURER; (IV) ACCIDENTAL LOSS, OR EXTERNAL CAUSES SUCH AS WAR, RIOT, VANDALISM, OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF THE PARTIES; ANY AND ALL REPAIRS OR BREAKDOWNS CAUSED BY OR RESULTED FROM STRUCTURAL IMPACT, A VEHICULAR ACCIDENT, ROLLOVER OR UPSET, VEHICULAR THEFT AND OR COMPREHENSIVE INSURANCE LOSS; (V) RUST, SALT, CORROSION, WATER INTRUSION/LEAKS, ACID RAIN, CHEMICALS, TREE SAP, HAIL, FLOOD, LIGHTNING, FIRE, WINDSTORM, EARTHQUAKES OR OTHER ENVIRONMENTAL CAUSES OR ACTS OF NATURE; (VI) VIBRATION, DETERIORATION, DISCOLORATION, DISTORTION, DEFORMATION AND/OR FADING; OR (VII) SLUDGE, CONTAMINATE METALS, CONTAMINATED FLUIDS, CONTAMINATED FUELS, OR CONTAMINATED LUBRICANTS.

H. REPAIRS PROHIBITED BY A FEDERAL, STATE OR LOCAL LAW, REGULATION, OTHER AUTHORITY OR AGENCY.

I. EXPENSES FOR ANY MAINTENANCE SERVICE SPECIFIED IN YOUR OWNER'S MANUAL, FUELS, FLUIDS, LUBRICANTS, ALIGNMENTS OR ADJUSTMENTS, DIAGNOSTIC FEES, IMPROPER REPAIRS, ADJUSTMENTS, REPROGRAMMING, OR SERVICING BY ANY REPAIR FACILITY, INDIVIDUAL OR YOU.

J. REPAIRS PERFORMED OUTSIDE THE UNITED STATES, CANADA, OR MEXICO.

K. ANY WORK PERFORMED TO IMPROVE COMPRESSION OR REDUCE OIL OR FUEL CONSUMPTION, OR OTHER WORK WHEN A BREAKDOWN HAS NOT OCCURRED.

L. ANY AND ALL PARTS OR COMPONENTS WHICH ARE NOT SPECIFICALLY LISTED UNDER SECTION IV COVERAGE DETAILS IS THEREBY EXCLUDED UNDER THE TERMS OF THIS AGREEMENT.

M. ANY REPAIR COST IF YOUR VEHICLE HAS BEEN USED FOR A COMMERCIAL USE OR PURPOSE, INCLUDING BUT NOT LIMITED TO USE OR FOR HIRE FOR RENTAL, TAXI, LIMOUSINE OR SHUTTLE SERVICE, CHERRY PICKING, FARMING, DUMPING, PLOWING SNOW FOR HIRE, PLOWING, HAULING, TOWING OR ROAD SERVICE OPERATIONS, FIRE, POLICE, GOVERNMENT AGENCIES, LAW ENFORCEMENT, SECURITY SERVICES, RANGER, AMBULANCE OR EMERGENCY OR RESCUE SERVICES.

N. MINOR LOSS OF FLUID OR SEEPAGE FROM ANY SEAL OR GASKET IS CONSIDERED NORMAL AND IS NOT CONSIDERED A FAILURE.

O. ANY INCIDENTAL PECUNIARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF USE OF THE VEHICLE, INCONVENIENCE, LOSS OF TIME, FAILURE TO REALIZE EXPECTED SAVINGS, LOST REVENUE, OR ANY OTHER ECONOMIC LOSS OF ANY KIND.

P. IF YOUR VEHICLE HAS BEEN ALTERED AND DOES NOT MEET MANUFACTURER'S SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO, ANY CUSTOMER OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, OVERSIZED/UNDERSIZED TIRES, LIFT KITS, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS, OR POWERTRAIN MODIFICATIONS.

Q. ANY SUBSEQUENT FAILURES CAUSED BY OVERHEATING REGARDLESS OF THE CAUSE. R. ANY BREAKDOWN CAUSED BY MISUSE, NEGLIGENCE, ABUSE, LACK OF NORMAL MAINTENANCE SCHEDULED FOR YOUR VEHICLE. FOR EXAMPLE, SOME VEHICLE MANUFACTURERS REQUIRE THE TIMING BELT TO BE REPLACED AT SPECIFIC INTERVALS. FAILURE TO PERFORM SPECIFIED MAINTENANCE WILL RESULT IN A CLAIM DENIAL.

S. ANY REPAIR COST: (I) IF THE ODOMETER IS ALTERED, DISCONNECTED OR INOPERABLE SO THAT THE MILES TRAVELED CANNOT BE ACCURATELY DETERMINED; (II) IF THE VEHICLE'S FACTORY WARRANTY HAS BEEN VOIDED FOR ANY REASON; OR (III) IF YOU FAIL TO PROVIDE ALL MAINTENANCE RECORDS FOR ROUTINE MAINTENANCE RELATING TO COVERED PARTS THAT SUSTAIN A BREAKDOWN.

T. NEGLIGENCE, ERROR, OR OMISSION ON THE PART OF ANY SERVICING DEALER, REPAIR FACILITY OR PROVIDER OF ROAD SIDE SERVICES, OR ANY BREAKDOWN OR CONSEQUENTIAL DAMAGE TO YOUR VEHICLE CAUSED BY NEGLIGENCE, ERROR OR OMISSION.

U. ANY SERVICE THAT THE MANUFACTURER RECOMMENDS PURSUANT TO A SERVICE BULLETIN OR RECALL ANNOUNCEMENT THAT APPLIES TO YOUR VEHICLE, AND ANY BREAKDOWN OF AN OTHERWISE COVERED PART IF YOU FAIL TO HAVE THE VEHICLE REPAIRED OR REPROGRAMMED PURSUANT TO A NOTICE OF RECALL OR SERVICE BULLETIN, AND SUCH REPAIR OR REPROGRAMMING WOULD HAVE PREVENTED THE BREAKDOWN.

#### **VI. YOUR OBLIGATIONS TO MAINTAIN COVERAGE**

1. All owners/operators must properly maintain the enrolled VEHICLE by performing maintenance services, at the proper intervals, according to the requirements of the Owner's Manual or as otherwise specified by the MANUFACTURER.
2. All owners/operators must retain all original receipts, invoices and any other MAINTENANCE RECORDS that demonstrate all required maintenance has been performed at proper intervals. We may request MAINTENANCE RECORDS and may deny coverage if YOU fail to produce MAINTENANCE RECORDS that confirm that maintenance has been performed at proper intervals regarding the enrolled VEHICLE.
3. Coverage will be denied if the owners/operators fail to perform maintenance services at proper intervals, or otherwise fail to properly maintain the enrolled VEHICLE, and a BREAKDOWN is caused by the failure to perform maintenance services or otherwise properly maintain the enrolled VEHICLE.
4. Coverage will be denied if the owner/operators fail to retain all original documents that demonstrate the amount YOU paid to purchase YOUR VEHICLE.
5. Coverage will be denied if the owners/operators fail to have all VEHICLE SERVICE CONTRACT payments up to date.
6. Coverage will be denied if the owners/operators fail to maintain as required per US STATE of domicile; annual registration, liability insurance, and safety/emissions inspection.

#### **If a BREAKDOWN occurs:**

1. YOU must take YOUR VEHICLE to a repair facility in the UNITED STATES which has an ASE licensed mechanic capable of and appropriate equipment for diagnosing and repairing your vehicle. If you are traveling in Canada, take YOUR VEHICLE to the nearest repair facility in the UNITED STATES or Canada which has an automotive professional capable of and appropriate equipment for diagnosing and repairing YOUR VEHICLE. In

either instance, and in the event of an emergency when neither of the foregoing options is possible, **YOU must obtain PRIOR AUTHORIZATION from US, by calling 302-549-2462, BEFORE INCURRING ANY REPAIR COSTS.**

2. YOU must authorize the repair facility to tear down YOUR VEHICLE or to diagnose a problem. In the event that a non-covered part causes or contributes to the BREAKDOWN, there is no coverage under this VEHICLE SERVICE CONTRACT to reimburse you for repairs or pay for the cost of tear down.

3. WE reserve the right to supply the covered replacement part/or/parts needed to complete the repair of YOUR vehicle.

4. YOU must pay any applicable DEDUCTIBLE to the authorized repair facility. The DEDUCTIBLE is the amount of the REPAIR COST YOU must pay for each visit for repair of a BREAKDOWN covered by this VEHICLE SERVICE CONTRACT. YOUR DEDUCTIBLE is specified on the DECLARATIONS PAGE.

5. WE reserve the right to inspect YOUR VEHICLE to gather diagnostic or other necessary information regarding any claim. At OUR discretion, WE may move or tow YOUR VEHICLE to another location, at no expense to YOU, in order to inspect YOUR VEHICLE for these purposes.

**B. Rental Car Reimbursement or Road Side Services, please contact US at 302-549-2462**

**VII. CANCELLATION OF VEHICLE SERVICE CONTRACT**

1. YOU may cancel this VEHICLE SERVICE CONTRACT:

A. Within thirty (30) days following the purchase of the VEHICLE SERVICE CONTRACT period, YOU may cancel this VEHICLE SERVICE CONTRACT and receive a full purchase price refund, if no claims or services have been rendered to or on behalf of YOU. If claims or services have already been rendered under this VEHICLE SERVICE CONTRACT to or on behalf of YOU, the refund will be the lesser amount calculated as: (i) a time pro-rated amount, based upon the time expired since the VEHICLE SERVICE CONTRACT was purchased including the cost of any claims or services authorized or paid; (ii) or a mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the VEHICLE SERVICE CONTRACT including the cost of any claims or services authorized or paid.

B. After thirty (30) days following the purchase of the VEHICLE SERVICE CONTRACT period, YOU may cancel this VEHICLE SERVICE CONTRACT. The refund will be the lesser amount calculated as: (i) a time pro-rated amount, based upon the time expired since the VEHICLE SERVICE CONTRACT was purchased including the cost of any claims or services authorized or paid; or (ii) a mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the VEHICLE SERVICE CONTRACT including the cost of any claims or services authorized or paid. **ALL CANCELLATION REFUNDS AFTER THIRTY (30) DAYS ARE SUBJECT TO A \$25 PROCESSING FEE.**

C. WE may cancel this VEHICLE SERVICE CONTRACT at any time if:

(i) YOU fail to timely pay any part of the VEHICLE SERVICE CONTRACT purchase price; (ii) YOU made a material misrepresentation or substantially breached YOUR duties under this VEHICLE SERVICE CONTRACT relating to the VEHICLE, repairs or its use; (iii) YOU have concealed or misrepresented any material fact(s), or circumstance(s) concerning this VEHICLE SERVICE CONTRACT, or in the case of fraud, attempted fraud, or the false swearing affecting any matter relating to this VEHICLE SERVICE CONTRACT, whether before or after a loss on a continuing basis, this VEHICLE SERVICE CONTRACT may be cancelled and any unearned premium will be returned. (iv) the VEHICLE identification number no longer can be read or has been altered; (v) the VEHICLE has been sold or traded or repossessed, unless this VEHICLE SERVICE CONTRACT has been transferred in accordance with section X; (vi) WE cannot determine the true mileage of the VEHICLE due to replacement, alteration or unknown true mileage, disconnection or failure of the Odometer; (vii) The VEHICLE has been declared a total loss or sold for salvage purposes, branded or salvage title; or (viii) the VEHICLE has been modified for or used in any competitive events or used for a COMMERCIAL USE or PURPOSE. If WE cancel this VEHICLE SERVICE CONTRACT WE will refund to you or the Lender, as applicable, the lesser of: (iv) a time pro-rated amount, based upon the time expired since the VEHICLE SERVICE CONTRACT was purchased including the cost of any claims or services authorized or paid; or (x) a mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the VEHICLE SERVICE CONTRACT including the cost of any claims or services authorized or paid.

D. If YOU are entitled to a refund under this VEHICLE SERVICE CONTRACT, WE will pay the refund to YOU if YOUR purchase of this VEHICLE SERVICE CONTRACT was not financed. If YOU financed YOUR purchase of this VEHICLE SERVICE CONTRACT with a Lender, WE will issue a cancellation refund directly to that Lender unless YOU present to US written confirmation that YOU have paid the Lender in full all sums due under the Finance Agreement and the Lender has discharged all liens it had in respect to the Finance Agreement. YOU

acknowledge that OUR payment of a cancellation refund to a Lender in respect to a Finance Agreement regarding the VEHICLE constitutes payment to YOU and YOU have no claim against US in respect to such payment. In the event of repossession or total loss of the VEHICLE, the LENDER may cancel this VEHICLE SERVICE CONTRACT. The provisions of this Section VI.D apply to all cancellation requests. No other rights or benefits under this VEHICLE SERVICE CONTRACT transfer to the LENDER. A VEHICLE SERVICE CONTRACT holder who obtains this VEHICLE SERVICE CONTRACT through a Transfer is not eligible to request or receive a cancellation refund. SHOULD YOU OR WE CANCEL THIS VEHICLE SERVICE CONTRACT, THIS VEHICLE SERVICE CONTRACT SHALL TERMINATE IF WE ISSUE A REFUND TO YOU OR THE LENDER AND NO COVERAGE CAN BE REINSTATED FOR YOU.

E. To inquire about cancellation, contact US at our toll free number and complete a Cancellation Request Form.

#### **VIII. MEDIATION AND ARBITRATION**

No suit or action may be brought against us unless there has been full compliance with all the terms of this Agreement. Any suit or action must be brought within one year after the occurrence. In respect to any controversy or claim that may arise out of or relate to this VEHICLE SERVICE CONTRACT in any manner, including but not limited to a breach of this VEHICLE SERVICE CONTRACT, the parties initially shall submit such controversy or claim to mediation. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action. Any and all disputes, claims and causes of action arising out of or connected with this Agreement (including but not limited to whether a particular dispute is arbitrable hereunder) shall be resolved exclusively by the American Arbitration Association in the state of Delaware under its Commercial Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of \$5000 per claim, but in no event shall attorneys' fees be reimbursed or included. Under no circumstances will you be permitted to obtain awards for, and you hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceable of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Delaware, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Delaware. If YOU intend to exercise your right to seek arbitration, YOU must give us notice of YOUR intent to seek arbitration by delivering a written statement of the controversy or claim to US at:

**If YOU have any questions regarding this VEHICLE SERVICE CONTRACT, please contact US at the following address:**

ASE Protection  
200 Continental Drive Suite 401-1120  
Newark, DE 19713  
302-549-2462

#### **IX. OBLIGATIONS**

OUR obligations as the provider under this VEHICLE SERVICE CONTRACT are back by the full faith and credit of ASE Protection.

#### **X. TRANSFER OF VEHICLE SERVICE CONTRACT**

The original retail VEHICLE SERVICE CONTRACT purchaser may transfer this VEHICLE SERVICE CONTRACT to an individual purchaser of the VEHICLE for the remainder of the original VEHICLE SERVICE CONTRACT. This VEHICLE SERVICE CONTRACT may not be transferred to a Dealer, wholesaler or business entity, or to an individual purchaser who will use the VEHICLE for a COMMERCIAL USE OR PURPOSE at any time. To transfer this VEHICLE SERVICE CONTRACT, YOU must complete OUR Transfer Form, submit that to US, and follow these procedures: (a) provide a complete copy of YOUR MAINTENANCE RECORDS to US; and (b) provide documentation that evidences change of ownership and an Odometer Reading of the actual miles the VEHICLE has traveled, measured by a functioning, unaltered odometer as of the date of transfer to US.

##### **1. A TRANSFER IS SUBJECT TO THE FOLLOWING CONDITIONS:**

**A.** This VEHICLE SERVICE CONTRACT can only be transferred to a private owner, within 15 days of change of VEHICLE ownership. For the Transfer to become effective, YOU also must transfer every remaining FACTORY or DEALER WARRANTY to the new owner of the VEHICLE. A transferee cannot cancel this VEHICLE SERVICE CONTRACT.

## EXHIBIT 8

**B.** This VEHICLE SERVICE CONTRACT may be transferred to a different vehicle upon approval from ASE Protection.

Additional fees may apply dependent on vehicle transfer.

**C.** If YOUR MAINTENANCE RECORDS are not available, WE may require inspection of the VEHICLE to assure that the VEHICLE has been properly maintained. If the inspection discloses abnormal conditions, the transfer request may be denied.

**D.** A transferee may not transfer this VEHICLE SERVICE CONTRACT to a subsequent purchaser of the VEHICLE. Upon transfer of the VEHICLE by a transferee to a subsequent purchaser, this coverage under this VEHICLE SERVICE CONTRACT is no longer in force.

### **XI. SUBROGATION**

In the event that WE pay any reimbursement or expense to YOU or for YOUR benefit in respect to services YOU obtained under the VEHICLE SERVICE CONTRACT, WE shall be subrogated to all of the rights, claims and interest which YOU may have against any person or legal entity liable or responsible for the loss or incident in issue, to the extent of the amount paid or expense incurred by US. YOU agree to execute any documents WE require YOU to sign under this section XI and avoid doing anything that would impair OUR rights. In respect to these benefits, YOU authorize US to sue, compromise, or settle in OUR name or YOUR name, or otherwise, all such claims, and you hereby agree that WE shall be fully substituted in your place and subrogated to all of your rights on account thereof. YOU agree to pay to US any amounts YOU recover that relate to benefits WE provided hereunder and agree that those amounts belong to us.