

A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by a failure to replace seals or gaskets in a timely manner.

A Breakdown caused by towing a trailer, another vehicle or any other object unless the Vehicle is equipped for such use as recommended by the Vehicle Manufacturer and such towing was done in accordance with such recommendations.

Repair of any parts in connection with a Covered Repair when those parts are not necessary for the completion of the Covered Repair or were not damaged by the failure of a Covered Part. Such repair or replacement is an improvement to the Vehicle and is not covered by this Contract.

Pre-existing damage or a Breakdown that occurred before Your purchase of this Contract either of which would have or should have been obvious and apparent to a reasonable person if that component was inspected at time of purchase.

A Breakdown caused by or involving modifications or additions to the Vehicle unless those modifications or additions were performed or recommended by the Vehicle Manufacturer.

A Breakdown caused by off-roading, misuse, abuse, racing or any form of competition.

Any cost covered by a repair facility or part suppliers guarantee or warranty, or any cost that would normally be covered by a Vehicle Manufacturer's warranty or a dealer warranty required under state law, whether or not such warranty is in force respecting the Vehicle.

Costs or other damages caused by the failure of a part listed in this Contract as an excluded part.

0. Damage to the Vehicle caused by continued Vehicle operation after the Breakdown of a Covered Part.

1. Any liability, cost or damages You incur or may incur to any third parties, other than for Covered Parts.

2. A Breakdown caused by overheating, rust, or corrosion.

3. A Breakdown caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, acts of public enemy or any government authority or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force respecting the Vehicle.

14. A Breakdown not occurring in the continental United States, Alaska, Hawaii, and Canada.

15. Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that result from a Breakdown.

16. Liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of the Vehicle whether or not related to a Breakdown.

17. Any cost or other benefit for which the Vehicle Manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.

18. Any part not covered or excluded by the original Vehicle Manufacturer's warranty.

19. Loss of compression through gradual failure of the Vehicles rings and valves.

20. A gradual reduction in performance capability due to day-to-day routine operation of the Vehicle.

21. The maintenance services and parts described in paragraph 1 under "4. YOUR OBLIGATIONS" or in the Vehicle Manufacturer's maintenance schedule for the Vehicle.

22. Other normal maintenance services and parts, including, without limitation, engine tune-up, spark plugs, ignition wires, distributor cap and rotor, carburetor, batteries, filters, lubricants or fluids, air conditioning refrigerant or engine coolant (except when such lubricants, fluids, refrigerant or coolant must be replaced as part of the repair or replacement of a Covered Part), hoses, belts, wiper blades, brake pads and shoes, brake rotors and drums, suspension alignment, tires, wheel balancing, shock absorbers, exhaust system (except exhaust manifold), friction clutch disc and pressure plate, and clutch throw out bearing.

23. Glass, glass framework and fastening adhesives, sealed beam headlamps, light bulbs, lenses, 4K Televisions, trim, moldings, bright metal, upholstery and carpeting, paint, sheet metal, body panels, structural framework, and structural welds.

24. Aftermarket accessories or non-original equipment, components and systems not installed by the Vehicle Manufacturer, including, without limitation, anti-theft systems, radio/ speaker equipment, telephones, cruise control and sunroof.

25. Damage to a Covered Part caused by a part that is not a Covered Part.

26. Repairs performed without Our prior authorization.

27. A Vehicle used for primary residence.

B. In addition, this Contract provides no benefits or coverage and We have no obligation under this Contract if:

1. The Vehicle odometer fails, or for any reason does not record the actual mileage of the Vehicle after Contact Purchase Date, and You do not have it repaired and the mileage

certified within thirty (30) days of a failure date.

2. The Vehicle is used for business purposes, deliveries, construction, or commercial hauling and/or is registered to a business.

3. You rent, lease, or otherwise loan the Vehicle to another party.

4. You are using or have used the Vehicle in a manner that is not recommended by the Vehicle Manufacturer.

5. The Vehicle is modified from the Vehicle Manufacturer's original specifications.

6. The Vehicle is equipped to use fuel other than gasoline or diesel.

7. The Vehicle has a salvage titled or is a grey market Vehicle.

10. TRANSFER OF COVERAGE HOW COVERAGE MAY BE TRANSFERRED

This Contract covers the original Contract Holder and is transferable to a subsequent Vehicle owner if You sell the Vehicle, but only if:

1. You are the first holder of this Contract;

2. The Vehicle is sold to a private purchaser of the Vehicle. (Transfer rights are voided when the Vehicle is sold, traded, or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of vehicles.)

3. Administrator receives from You the complete transfer information within thirty (30) days after the date You sell the Vehicle;

4. You pay Administrator a fifty dollar (\$50.00) transfer fee; and

5. You provide the new owner with copies of all Vehicle maintenance and service records required by this Contract. (Refer to section "4. YOUR OBLIGATIONS" on Page 2.)

The transfer will be effective when You receive a transfer confirmation letter from Administrator. If the purchase of the Vehicle was financed and the Vehicle is a total loss or is repossessed, Your rights and obligations under this Contract immediately and automatically transfer to the Lienholder.

TRANSFER INFORMATION

To transfer this Contract, You must contact Administrator and submit the following:

1. A letter requesting We transfer the Contract to the new owner.

2. A fifty dollar (\$50.00) check or money order payable to: Phoenix American Warranty Company, Inc.

3. Documentation verifying a change of ownership of the Vehicle, including the following:

4. Name of the New Owner, Address, City, State, Zip, Date of Transfer, Odometer Mileage on Date of Transfer, Signature of New Owner and Signature of Vehicle Seller.

5. A photocopy of the front of the Contract.

6. Submit all of the above stated information to:

Phoenix American Warranty Company, Inc.

6303 Blue Lagoon Drive, Suite 225, Miami, FL 33126

11. CANCELLATION OF THIS CONTRACT

By You

You may cancel this Contract by contacting the Dealer or by notifying Us in writing at the following address: Phoenix American Warranty Company, Inc., 6303 Blue Lagoon Dr., Suite 225, Miami, FL 33126.

By Us

We reserve the right to cancel this Contract and will not pay for a covered Breakdown if:

• The Vehicle odometer fails, or for any reason does not accurately record the actual mileage of the Vehicle after the Contract Purchase Date and You do not have the odometer repaired and certify the Vehicles mileage within thirty (30) days of the odometer failure date.

• The Vehicle is used for business, deliveries, construction, or commercial hauling or as a postal vehicle, taxi, police car or other emergency vehicle.

• You rent or lease the Vehicle to someone else

• The Vehicle is equipped with a snowplow or used to plow snow.

• You are using, or have used, the Vehicle in a manner that is not recommended by the Vehicle Manufacturer.

• The Vehicle is modified from the Vehicle Manufacturer's original specifications.

• The Contract Holder fails to pay the premium required for coverage under this Contract.

By the Lienholder

You understand and acknowledge that the Lienholder (if any) has the right to cancel this Contract if the Vehicle is repossessed or destroyed or You are otherwise in default of Your obligations to repay the amount financed by the Lienholder.