Contract Quick Reference Guide

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General Contract Information with Endorsements

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SAMPLE



Call 720-531-9155 or 800-809-1788

DECLARATIONS PAGE

Claims Administrator:
American Auto Shield, Ltd
14033 Denver West Pkwy Suite 200, Lakewood, CO 80401

Contract #: $$SAMPLE

CONTRACT HOLDER (YOU & YOUR)

[Customer Name]
[Mail Address]
[Mail City], [MAIL STATE] [Mail Zip]

VEHICLE INFORMATION

Year: [YEAR] **Make:** [MAKE] **Model:** [MODEL]
VIN: [VEHICLE VIN] **Odometer Reading:** [ODOM]

SAMPLE

SELLER

CARSHIELD
503 Pearl Drive
St. Peters, MO 63376
800-215-7765

OBLIGOR (WE, US, OUR)

American Auto Shield, Ltd
14033 Denver West Pkwy Suite 200, Lakewood, CO 80401 - 720-531-9155 or 800-809-1788

PLAN INFORMATION

Coverage Plan: [PLAN NAME]

Term Months: [MONTHS] Term Miles: [MILES]

Expiration Miles: [MILES]

Contract Effective Date: [mm/dd/yyyy] Expiration Date: [mm/dd/yyyy]

Waiting Period: **YOUR BREAKDOWN COVERAGE begins after either of the following days & mileage combinations have been met: 30 days AND 1,000 miles; OR 90 days AND 200 miles from the Contract Effective Date.**

Roadside Protection: **No Waiting Period**

PLAN INFORMATION (continued)

Deductible Amount: $[___.__] EXCEPT for Engine Replacement and Transmission Replacement or Rebuild $[___.__]

Contract Price:	**$0.00**
+ Sales Tax:	**$0.00**
= Total Sales Price:	**$0.00**

Cancel Fee: $75

Coverage Endorsements (Included)

☑ Roadside Protection
☑ Trip Interruption
☑ Breakdown Coverage
☑ Rental Coverage

Collateral Surcharges

☑ Branded Title
☑ Lift Kit (Up To 6")
☑ Diesel
☑ Turbocharger
☑ 4 Wheel Drive
☑ Luxury Electronics Package (LEP)

Vehicle Surcharges

☑ Commercial ☑ Agricultral ☑ Rideshare ☑ Delivery

Rental Coverage: **(See Rental Coverage Endorsement)**
Rental subject to vehicle similar to YOURS and limited to $60 per day
Maximum Days: 7 days
Roadside Protection: **(See Roadside Protection Endorsement)**
Roadside Benefits Provided by: Roadside Protect, Inc. **866-222-7869**
Roadside Benefits Maximum: $125.00 per occurrence, up to four (4) occurrences annually, with an aggregate limit of .

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LIMIT OF LIABILITY

The aggregate limit of liability, for the contract term of all claims and benefits, shall never exceed the amount(s) listed below.

Breakdown Coverage Endorsement: $0.00 or ACV whichever is greater.

Battery Pack Coverage: $6,000.00 annually beginning on the CONTRACT Effective Date.

WHAT TO DO WHEN YOU RECEIVE YOUR CONTRACT

- Read the entirety of this CONTRACT. **Check YOUR CONTRACT for COVERAGE. Not every part of YOUR VEHICLE is covered by this CONTRACT.**
- Verify that the mileage and other information about YOU and YOUR VEHICLE as provided on the DECLARATIONS PAGE is accurate.
- Immediately contact the SELLER listed on the DECLARATIONS PAGE if any information is incorrect.

VEHICLE MAINTENANCE REQUIREMENTS

- YOU must ensure that VEHICLE maintenance services are performed as recommended by YOUR VEHICLE manufacturer.
- Maintain all VEHICLE fluid levels as recommended by YOUR VEHICLE manufacturer.
- Maintain all records of YOUR VEHICLE maintenance as WE may require copies to determine COVERAGE under this CONTRACT.
- Maintenance records must include date of service, mileage, supplies, and the VEHICLE VIN number.
- If YOU perform YOUR own maintenance, YOU must create and maintain a log of dates, mileage, supplies, and a description of each service performed. Receipts for YOUR supplies are required.
- **If YOU cannot provide maintenance records, logs, and/or receipts, WE may deny COVERAGE for a BREAKDOWN.**

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WHAT TO DO IN THE EVENT OF A BREAKDOWN

- **Take immediate action to prevent further damage to YOUR VEHICLE, including but not limited to observing warning lights, gauges, or any other signs of BREAKDOWN/FAILURE. and cease, operation of the VEHICLE as soon as YOU are safely able. This CONTRACT will not cover any repairs for damage caused by CONTINUED OPERATION after a BREAKDOWN/FAILURE has occurred.**
- YOU may have YOUR VEHICLE towed by calling **866-222-7869** for towing services provided in the Roadside Protection Coverage Endorsement.
- If YOU need assistance finding a REPAIR FACILITY, please call 720-531-9155 or 800-809-1788 and OUR Concierge representatives will assist YOU in finding a REPAIR FACILITY.
- Tow or Deliver the VEHICLE to a REPAIR FACILITY.
- Please see the Roadside Protection Coverage Endorsement for information about roadside services.

HOW TO FILE A CLAIM

1. **STARTING A CLAIM:** Present this CONTRACT to the REPAIR FACILITY and call US at 720-531-9155 or 800-809-1788 to report YOUR VEHICLE BREAKDOWN, or YOU may file a claim online at **www.aasclaims.com**, pr on the mobile App. During the claims process, WE may contact YOU by phone, email, or text message. To preserve COVERAGE eligibility, **WE must authorize repairs before any service is performed. Any repairs that are not authorized by US are YOUR responsibility.**
2. **ESTIMATE:** Ask the REPAIR FACILITY to provide US with a written estimate of repairs. To expediate processing, the estimate must include: CONTRACT HOLDER name; CONTRACT number; Full VEHICLE identification number (VIN); BREAKDOWN date; Mileage at time of BREAKDOWN; Diagnosis of BREAKDOWN; and an Itemized list of repairs needed including parts cost, labor hours, labor rate, and sales tax rate.
3. **PROVIDE MAINTENANCE RECORDS:** Provide VEHICLE maintenance records if requested by US. Maintenance records may be required in the event of a claim to determine coverage eligibility.
4. **CONFIRMATION OF COVERAGE:** WE will confirm the COVERAGE and the covered repair costs with the REPAIR FACILITY according to the terms of YOUR CONTRACT. WE will issue a claim number for reference during the claims process. If there is a dispute between US and the REPAIR FACILITY, WE reserve the right, after consulting with YOU, to move YOUR VEHICLE to a different REPAIR FACILITY.
5. **TEARDOWN:** WE may require a TEARDOWN to determine the primary cause of the BREAKDOWN and if it is a COVERED BREAKDOWN. If WE require a TEARDOWN, it will be at OUR expense. YOU will be required to give TEARDOWN authorization to the REPAIR FACILITY before any TEARDOWN is performed.
6. **REPLACEMENT PARTS:** WE may authorize the REPAIR FACILITY to repair or replace COVERED PARTS with new, **re-manufactured, or used parts of like kind and quality** based on the age and mileage of YOUR VEHICLE at the time of repair. WE may choose to have parts shipped to the REPAIR FACILITY. If the REPAIR FACILITY does not accept shipped parts, WE may choose to authorize the value of the shipped parts as a credit toward the REPAIR FACILITY's parts. If YOU decide to use the REPAIR FACILITY parts, the authorized amount will be credited towards the cost of the repair; any additional amounts will be YOUR responsibility. REPAIR FACILITY parts must come with a part warranty issued by either the manufacturer or the REPAIR FACILITY with minimum part warranty period of the lesser of twelve (12) months or 12,000 miles.
7. **INSPECTION:** WE may require a third-party inspection of the VEHICLE to confirm the primary cause of the BREAKDOWN. If WE require an inspection, it will be at OUR expense.

SAMPLE

8. **LABOR COSTS:**The total labor time for a COVERED BREAKDOWN that will be determined by a current nationally published labor manual. The labor rate for authorized repairs will be up to the regional average labor rate, as determined by US for similar repair facilities. **The ADMINISTRATOR reserves the right to adjust the approved labor rate if the REPAIR FACILITY's labor rate is deemed to be excessive by the ADMINISTRATOR when compared to local average labor rates for similar repair facilities.**
9. **DEDUCTIBLE:** YOU will pay the DEDUCTIBLE amount listed on the DECLARATIONS PAGE to the REPAIR FACILITY.
10. **UNAUTHORIZED REPAIRS:** Any repairs not authorized by US, repairs not covered by this CONTRACT, and amounts above the Limits of Liability will be YOUR responsibility.
11. **PAYMENT:** WE may pay the authorized costs to the REPAIR FACILITY directly and WE, with the REPAIR FACILITY'S approval, will decide the form of payment. Alternatively, if the REPAIR FACILITY is unable to accept payment directly from US, WE may reimburse YOU for authorized repairs and services paid directly by YOU.
12. **TAX:** Payment for taxes related to parts and/or labor shall be determined by the tax code(s) where the repairs are performed.
13. **EMERGENCY REPAIRS:** If YOU have an emergency BREAKDOWN that occurs outside of OUR business hours that prevents YOU from safely operating YOUR VEHICLE and YOU are unable to reach US to obtain prior authorization before repairs are fully completed, WE will provide reimbursement for covered components without prior authorization up to Five Hundred dollars ($500.00) per occurrence. YOU may submit a reimbursement request within five (5) business days through **www.aasclaims.com** or by calling the number at the bottom of the page.
14. **CLAIM PERIOD:** Any BREAKDOWN submitted to US by YOU that results in additional repairs related to the same concern within the longer of 90 days or 1,000 miles will be considered part of the earlier submitted claim and will be subject to all terms and limitations of the earlier submitted claim, including but not limited to the applicable Limit of Liability.

SAMPLE

DEFINITIONS

The following terms have specific meaning when capitalized and used within this CONTRACT:

1. **ADMINISTRATOR, WE, US, OUR:** the party that administers this CONTRACT. The ADMINISTRATOR'S contact information is provided on the DECLARATIONS PAGE of this CONTRACT. This is who YOU contact for all BREAKDOWNS, CONTRACT cancellation requests, and any other questions regarding YOUR CONTRACT.
2. **BRANDED TITLE:** a VEHICLE title, registration or permit document marked with a permanent designation indicating an altered condition or unknown status of the VEHICLE. This includes, but is not limited to: damaged, dismantled, gray market, colored titles, salvaged, scrapped, water damage, totaled titles.

3. **BREAKDOWN/FAILURE:** the inability of a COVERED PART to operate as it was designed to work in normal service. VEHICLE manufacturers have established tolerances for defining mechanical BREAKDOWNS and serviceability. When a COVERED PART exceeds these manufacturer's tolerances, a BREAKDOWN will be considered to have occurred.
4. **COMMERCIAL VEHICLE:** A VEHICLE that is used full or part-time for business purposes to generate financial income, regardless of the VEHICLE'S registration, which includes but is not limited to VEHICLES used for commercial or governmental purposes, pick-up and delivery service, company pool use, business travel, service or repair calls, route work, job site activities, or construction.
5. **CONTINUED OPERATION:** Any CONTINUED OPERATION of the VEHICLE that results in further damage related to the original BREAKDOWN or FAILURE, whether known to YOU or not. CONTINUED OPERATION shall be considered negligence on YOUR part, and any such further damage shall not be covered under this CONTRACT.
6. **CONTRACT:** this CONTRACT for COVERAGE, which YOU have purchased from the SELLER, including the DECLARATIONS PAGE, General Contract Information and all Endorsements.
7. **CONTRACT HOLDER, YOU, YOUR:** the CONTRACT purchaser named as the CONTRACT HOLDER on the DECLARATIONS PAGE.
8. **CONTRACT PERIOD:** The CONTRACT begins on the CONTRACT Purchase Date as indicated on the DECLARATIONS PAGE and will continue until the Expiration Date or Expiration Miles as shown on the DECLARATIONS PAGE. Please refer to the Contract Period and Coverage Eligibility Period Endorsement for details. This CONTRACT is not guaranteed to be renewable.
9. **COVERAGE:** the COVERAGE YOU have purchased as provided by the CONTRACT.
10. **COVERED BREAKDOWN:**a BREAKDOWN that results in an authorized payment by US to YOU or on YOUR behalf. Please refer to the exclusions and BREAKDOWN COVERAGE Endorsement(s) outlined in this CONTRACT for the conditions under which the BREAKDOWN of a COVERED PART is not considered a COVERED BREAKDOWN.
11. **COVERED PART:** any part of the VEHICLE that is specified as covered in the BREAKDOWN COVERAGE Endorsement(s) and authorized by US for repair or replacement.
12. **DECLARATIONS PAGE:** the page of this CONTRACT titled DECLARATIONS PAGE, that provides key information specific to YOUR CONTRACT.
13. **DEDUCTIBLE:** a portion of the COVERED BREAKDOWN YOU are required to pay per covered claim as listed on the DECLARATIONS PAGE of this CONTRACT.
14. **ELECTRIC VEHICLE:** An electric car, battery electric car, or all-electric car is an automobile that is solely propelled by one or more electric motors, using only energy stored in batteries.

SAMPLE

15. **MANUFACTURER BASE WARRANTY:** the warranty provided by the VEHICLE manufacturer when the VEHICLE is new and provides exclusionary coverage for a limited time/mileage period. Each manufacturer's warranty and time period are different. MANUFACTURER BASE WARRANTY does not include the additional Powertrain, Emission or Maintenance warranties that often extend beyond the original term.
16. **OBLIGOR or SERVICE CONTRACT PROVIDER:** the party listed on the DECLARATIONS PAGE as the OBLIGOR that is responsible for meeting the obligations provided to perform under this CONTRACT.
17. **REPAIR FACILITY:** any licensed automotive REPAIR FACILITY chosen by YOU and is authorized by US that is capable of performing repair services to a COVERED PART.
18. **SEEPAGE:** Oil, film, dust, or dampness on the exterior of a component, resulting from normal expansion and/or contraction of seals and gaskets due to age/ miles. Fluid droplets hanging from a component, or fluid that has dripped to another component or the ground is considered leakage.
19. **SELLER:** the company from whom YOU purchased this CONTRACT. SELLER information is provided on the DECLARATIONS PAGE.
20. **TEARDOWN:** the disassembly of a failed part required to determine the cause of failure. This includes RDI (Remove Dissemble and Inspect).
21. **VEHICLE:** the VEHICLE described on the DECLARATIONS PAGE.
22. **WAITING PERIOD:** the amount of time AND miles the VEHICLE must be driven after the CONTRACT Purchase Date before BREAKDOWN COVERAGE begins, as specified on the DECLARATIONS PAGE.

SAMPLE

GENERAL EXCLUSIONS

The following items and conditions are not covered by this CONTRACT:

1. Repair or replacement of any part(s) that is not covered in the applicable BREAKDOWN COVERAGE Endorsement(s) at the time of BREAKDOWN/FAILURE.
2. Repairs performed without prior authorization from the ADMINISTRATOR, except for emergency repairs as provided in the "How To File A Claim" section, item 13.
3. Pre-existing conditions: BREAKDOWNS that occurred prior to the CONTRACT Purchase Date or during the WAITING PERIOD, whether known to YOU or not.
4. Any repair if YOUR CONTRACT payments are not current.
5. BREAKDOWNS reported after the cancellation effective date or expiration date of the CONTRACT.
6. Maintenance items:
    a. Replacement of maintenance parts or services regardless of when they occur during the CONTRACT, including but not limited to:
        i. Brake Pads, Shoes, Rotors and Drums;
        ii. Shocks and Struts;
        iii. Rubber Hoses;

iv. Wiper Blades;
v. Headlamp Bulbs;
vi. Oil Changes; including Filter;
vii. Air Filters;
viii. Lithium-ion or Hybrid Batteries unless listed for COVERAGE in the Electric Vehicle Battery Pack BREAKDOWN COVERAGE Endorsement;
ix. Tires.

b. Lubricants, coolants, and fluids unless replacement is required in connection with a COVERED BREAKDOWN.

7. Any repair if verifiable receipts, as outlined in VEHICLE MAINTENANCE REQUIREMENTS, are not provided when requested by US.
8. BREAKDOWNS caused by a lack of maintenance required by the VEHICLE manufacturer.
9. BREAKDOWNS due to gradual loss of performance and resulting from normal operation and use (due to VEHICLE mileage and/or age) unless worn beyond manufacture tolerance.
10. Any adjustments, repositioning, refitting, realigning, programming and/or cleaning, unless required as a result of a COVERED BREAKDOWN.
11. Repairs resulting from improper or incomplete prior repairs or diagnosis.
12. Failures to the Air Bags, Seat Belts, or Supplemental Restraint Systems.
13. Any repair if the odometer is inaccurate, has ever been inoperable, or has been altered such that the true mileage of the VEHICLE cannot be determined.
14. The cost of the DEDUCTIBLE YOU are required to pay per covered claim as listed on the DECLARATIONS PAGE of this CONTRACT.
15. The cost of diagnosis, disassembly or assembly of a VEHICLE BREAKDOWN not covered by this CONTRACT, unless requested by US.
16. If the VEHICLE has been used during or prior to the purchase of this CONTRACT by YOU for any of the following: any commercial uses, fleet VEHICLES (a group of VEHICLES owned by a business, non-profit, government organization, or individual use for commercial purposes), delivery services, mail delivery, taxi or rideshare services, police usage or other governmental purposes, agricultural use, any type of rental to a third party, or towing in excess of the VEHICLE'S payload capacity. This exclusion may be modified if any of the following VEHICLE Surcharges have been added: Commercial, Agricultural or Ride Share.
17. If the VEHICLE has been used for racing, racetrack driving, or off-road driving, during or prior to the purchase of this CONTRACT, whether known to YOU or not.
18. BREAKDOWNS resulting from varnish, corrosion, foreign objects, dirt, dust, liquid, cracked rubber and/or neoprene parts, dry-rot, road chemicals, lack of proper fluids, or use of additives not recommended by the manufacturer.
19. BREAKDOWNS caused by external causes and acts of nature, including but not limited to: collision, road hazards, vandalism, theft, fire, earthquake, tornado, flood, hurricane, lightning, rust, freezing, explosion, smoke, riot, act of war, act of terrorism, power surges, any type of animal or insect.

SAMPLE

20. If YOUR VEHICLE is modified in any way that increases the likelihood of a BREAKDOWN whether the VEHICLE was purchased with such modification or not, including but not limited to:
    a. Aftermarket sunroofs, snowplows or dump beds
    b. Suspension/Tire Modification(s), unless specifically allowed, pursuant to a purchased VEHICLE Surcharge Endorsement that is listed on the DECLARATIONS PAGE of this CONTRACT.
        i. Certain variances are allowed but limited specifically to:
            1. VEHICLES where the lift kit or leveling kit does not exceed two (2) inches, or for VEHICLES in which case the factory tire diameter is not above or below two (2) inches from the factory tire.
            2. Lifted VEHICLES where a lift kit or leveling kit has been properly installed and the VEHICLE Surcharge Endorsement is paid and listed on the DECLARATIONS PAGE.
        ii. Tire Size: A variance of less than two (2) inches, greater or smaller, than the factory recommended tire size is not considered a modification that would exclude a BREAKDOWN from COVERAGE. Any VEHICLE with Four-Wheel Drive (4WD), or All Wheel Drive (AWD) requires that all of the tires on the VEHICLE be of the same size and within this allowed variance.
21. SEEPAGE resulting from normal expansion and/or contraction of seals and gaskets due to age/miles.
22. Negligence:
    a. Continuing to operate YOUR VEHICLE and not protecting YOUR VEHICLE from further damage after a BREAKDOWN/FAILURE shall result in no COVERAGE for any additional damage.
    b. BREAKDOWNS caused by misuse, abuse, negligence, incorrect computer programming, contamination or intermix of coolant, fluids, or lubricants.
23. Betterment:
    a. Any cost related to updating, bettering, or retrofitting components or systems of YOUR VEHICLE for any reason, including but not limited to product changes, lack of product availability or government regulations.
    b. Any part that has not broken or failed, even if a REPAIR FACILITY has recommended repair or replacement.
24. Extra shop charges, including but not limited to: shop supplies, storage fees, freight charges, and labor hours that cannot be verified using a nationally recognized labor guide.
25. If the VEHICLE listed on the DECLARATIONS PAGE is not included in the ADMINISTRATOR'S Rate and Class Guide, including but not limited to: motorhomes, motorcycles, recreational VEHICLES, and exotic VEHICLES. If a CONTRACT has been mistakenly sold to YOU on a VEHICLE not eligible for COVERAGE, a full refund of the amount paid shall be made to YOU.

SAMPLE

26. Manufacturer responsibility:
    a. BREAKDOWNS as a result of a defect, product improvement or change that the VEHICLE manufacturer has announced as its responsibility by a public recall, technical service bulletin, and/or special policy for the purpose of correcting such defect or product shortcoming or other legal settlements.
    b. If a BREAKDOWN is covered by a manufacturer's warranty, repairer's guarantee, or any other service contract, or insurance policy of any type, such coverage(s) shall be primary and COVERAGE under this CONTRACT shall be secondary.
    c. BREAKDOWN of any component or repair stated as covered by the manufacturer's full original warranty for the term and mileage of such coverage to the original owner, whether collectable or not, or such coverage that was transferable to the subsequent owner(s) if the transfer was not completed by the subsequent owner(s).
    d. If the manufacturer's new VEHICLE warranty has been determined null and void by the manufacturer, regardless of the reason.
27. COVERED PART(S) that are damaged by a non-covered part.
28. Parts not listed for COVERAGE that are damaged by a COVERED PART.
29. BREAKDOWNS related to coverage or equipment and/or use for which a surcharge is applicable. Applicable equipment surcharges include BRANDED TITLE, Suspension/Tire Modification, Turbocharger and Four-Wheel Drive (4WD). VEHICLES are ineligible for BREAKDOWN COVERAGE unless the VEHICLE Surcharge Endorsement is paid and listed on YOUR DECLARATIONS PAGE.
30. Repairs if YOUR VEHICLE:
    a. Is a non-US or Canadian model as identified by the VIN;
    b. Has ever had a title indication of BRANDED TITLE, unless surcharge was authorized by ADMINISTRATOR;
    c. Has not been legally registered in accordance with State or other laws within three (3) months of YOUR initial CONTRACT Purchase Date, as applicable.
31. Loss of time or inconvenience.
32. Costs associated with damage to property, injury and/or death of any person regardless of how caused, even if caused by YOUR VEHICLE, either before or after any repairs to YOUR VEHICLE have been made.

SAMPLE

33. Lithium Ion or Hybrid Batteries:
    a. Failure to follow proper charging procedures as outlined by the manufacturer or the use of any charging cables/adapters not approved by the manufacturer;
    b. Any premature failure of the battery due to exposing the VEHICLE to ambient temperatures over 118 degrees Fahrenheit for over twenty-four (24) hours or ambient temperatures under -13 degrees Fahrenheit for a period of more than seven (7) days;
    c. Physical damage to the battery pack assembly resulting from improperly lifting the VEHICLE, road debris or any external source; submerging the battery or driving through water higher than the bottom of the VEHICLE body;
    d. Damage resulting from water intrusion or corrosion;
    e. If left at a state of charge less than five percent (5%) for a period greater than seven (7) days;
    f. Reduction in overall battery capacity unless capacity is less than seventy percent (70%) of the original nominal value, or
    g. Any attempt to open or service a high voltage battery by anyone other than an authorized service center.
34. **See Coverage Endorsement for details on COVERED PARTS.**

SAMPLE

TRANSFER OF YOUR CONTRACT

1. With OUR approval, the CONTRACT HOLDER may transfer this CONTRACT to a new VEHICLE owner. Approval of transfers is at OUR discretion and may be declined for any reason.
2. To transfer the CONTRACT, the original CONTRACT purchaser must contact US directly and submit the following information and documentation at time of transfer request:
    a. Proof of ownership change, such as a bill of sale, VEHICLE registration or title;
    b. An administrative processing fee of fifty dollars ($50.00);
    c. A completed transfer application form, located at **https://aas.support/transferapplication** or may be requested from US;
    d. The odometer reading at time of ownership transfer; and
    e. Copies of receipts evidencing the last scheduled maintenance requirements have been performed as described in the VEHICLE MAINTENANCE REQUIREMENTS section of YOUR CONTRACT.
3. This CONTRACT may not be transferred to another VEHICLE. It may only be transferred to a private owner of the same VEHICLE.
4. The transfer must be requested within thirty (30) days and completed within forty-five (45) days after the date of VEHICLE ownership transfer.
5. YOU may not transfer this CONTRACT to a VEHICLE dealer or to the customer of a VEHICLE dealer.
6. The new CONTRACT HOLDER will be bound by the Terms and Conditions set forth in this CONTRACT.

GENERAL PROVISIONS

See the Individual State Variance Requirements Endorsement, if applicable, for state specific

conflicting Terms of this CONTRACT.

YOU are not required to purchase this CONTRACT as a condition of a loan or to purchase the VEHICLE listed on the DECLARATIONS PAGE.

This is a service CONTRACT and is not considered an insurance policy or warranty.

This CONTRACT applies only to a BREAKDOWN occurring within the continental United States, Alaska, Hawaii, Virgin Islands and Canada.

YOU agree to receive certain communications from US electronically in connection with this CONTRACT. Such communications include by way of email, text message, delivering notifications through OUR mobile applications or through other electronic means. YOU agree that all agreements, notices, disclosures, change in terms and other communications that WE provide to YOU electronically satisfy any legal requirement that such communications be in writing.

No person has the authority to change this CONTRACT or to waive any of its provisions without written notice and the acceptance of both Parties. YOU may indicate acceptance of changes by submitting YOUR next payment after receiving proper notice. This CONTRACT is for the sole benefit of the CONTRACT HOLDER named on the DECLARATIONS PAGE or any authorized user approved by the CONTRACT HOLDER and applies only to the VEHICLE described on the DECLARATIONS PAGE.

SUBROGATION: YOU agree that WE, after making a claim payment on YOUR behalf, have all rights of subrogation against others who may be responsible for the COVERED BREAKDOWN resulting in such payment. YOU will preserve such rights with appropriate actions or inactions. YOU will do nothing to prejudice such rights, and **YOU will execute and deliver to US information and documents required to secure or maintain such rights.** All amounts, not to exceed the total amount paid by US, that are recovered by YOU, for which WE made a payment under this CONTRACT on YOUR behalf to others or YOU or were previously reimbursed by US, is OUR property and must be forwarded to US within a reasonable time after recovery by YOU.

SAMPLE

ASSIGNMENT OF RIGHTS: In addition to the subrogation rights provided above, YOU agree, after WE make any claim payment on YOUR behalf, to assign all rights you may have in any way related to the COVERED BREAKDOWN resulting in such payment. YOU agree that all claims and demands arising from or connected to the COVERED BREAKDOWN are hereby assigned and transferred to US, including but not limited to, class action claims YOU may have against a VEHICLE manufacturer, unless otherwise prohibited by applicable law. YOU will preserve such rights with appropriate actions or inactions. YOU will do nothing to prejudice such rights, and YOU will execute and deliver to US all information and documents required to secure or maintain such rights.

CLAIM REVIEW ESCALATION

YOUR experience matters to us. If YOU believe YOUR claim was wrongfully denied or not properly resolved, YOU may have YOUR claim further reviewed by completing the online form at **https://americanautoshield.com/dispute-resolution** within ninety (90) days of the ADMINISTRATOR'S claim decision. WE will review YOUR concerns and attempt to contact YOU as soon as possible but no later than three (3) business days to discuss YOUR claim.

ALTERNATIVE DISPUTE RESOLUTION AND CLASS ACTION WAIVER

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CALL 720-531-9155 or 800-809-1788

Please read this section carefully. It limits certain rights YOU have, including YOUR right to obtain relief or damages through court action, and waives YOUR right to initiate or participate in a class action.

ROADSIDE PROTECTION COVERAGE

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

The following additional benefits **for YOUR covered VEHICLE** are provided with YOUR CONTRACT, except where prohibited by law.

All the benefits described below are subject to the maximum limits listed on YOUR DECLARATIONS PAGE. Any costs that exceed those authorized amounts will be YOUR responsibility.

ROADSIDE ASSISTANCE: YOUR CONTRACT provides YOU with an emergency road service program when needed, 24 hours a day, 365 days a year. Emergency roadside services are provided by Roadside Protect, Inc. If YOUR VEHICLE becomes disabled, call **866-222-7869** and a service vehicle will be dispatched to YOU. The CONTRACT DEDUCTIBLE does not apply to roadside assistance. YOUR roadside assistance benefits include the following up to the maximum benefits listed on the DECLARATIONS PAGE:

a. TOWING SERVICE: If YOUR VEHICLE cannot be started or driven without causing further damage, YOU are covered for towing expenses.
b. EMERGENCY TIRE SERVICE: If YOUR VEHICLE has a flat or damaged tire, YOU are covered for service to change an inflated spare tire provided by YOU.
c. LOCKOUT SERVICE: If YOU misplace, break, or accidentally lock YOUR keys in YOUR VEHICLE, dispatch will provide a locksmith or emergency VEHICLE service to assist YOU. The cost of new keys is not covered.
d. WINCHING: YOU are covered for winching services provided YOUR VEHICLE is within one hundred (100) feet of a public road (excludes off-road driving).

SAMPLE

BREAKDOWN COVERAGE
ELECTRIC VEHICLE AND BATTERY PACK

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

The following Endorsement applies during the COVERAGE period of this CONTRACT except as limited by the CONTRACT PERIOD Endorsement. All other Terms, Conditions and Exclusions of YOUR CONTRACT apply.

This CONTRACT covers the components/parts listed below:

1. **Electric Drive Unit:**
   a. **COVERAGE INCLUDES:**
   All internal components within the electric drive unit including but not limited to Electric Motor(s); Rotor(s); Generator(s); Oil Pump; Torque Limiter; Stator; All Bearings, Gears, and Shafts; Differential(s); Pinion; Carrier(s); Damper; Clutch Pack(s); CV Joints; CV Boots; Center Supports Bearing(s); Axle Shafts/Half Shafts; All Sensors, Switches, Solenoids, or Actuators directly related to the Electric Drive Unit. All Internal Electric Drive Unit Fasteners to Include Nuts, Bolts, Clips, Springs, or Retainers. Fluids, Nuts, Bolts and Fasteners ONLY as required as part of a COVERED BREAKDOWN. All Seals and Gaskets for the above-mentioned parts in this section.
   b. **COVERAGE DOES NOT INCLUDE:**
   Housings or Brackets unless covered above; Rubber Hoses; Coolant; Oil; Fluids. The electric drive unit case is not covered unless damaged by an internal COVERED component. Any component not defined or listed in ELECTRIC DRIVE UNIT Section a, COVERAGE.
2. **Cooling System:**
   a. **COVERAGE INCLUDES:**
   Electrical Water Pump(s); Water Pump Housing; Boost Pump(s); Coolant Valve(s); Coolant recovery Tank/Reservoir; Heat Exchanger(s); Cooling Fan and Motor; Radiator(s); On Board Charger Fan(s). All Seals and Gaskets for the above-mentioned parts in this section.
   b. **COVERAGE DOES NOT INCLUDE:**
   Coolant Hoses/Pipes/Manifolds or associated clamps, retainers, or other attaching/compressing devices; Ducts; Shrouds; Shields. Any component not defined or listed in the COOLING SYSTEM Section a, COVERAGE.

SAMPLE

3. **Electrical:**

a. **COVERAGE INCLUDES:**

All Displays, Modules, Regulators, Switches, Relays, Sensors, Actuators or Motors of the following systems: Power Windows, Power Locks, Power Door/Hatch/Trunk /Frunk/Tail gate, Power Mirrors, Front/Rear Wipers/Washers, Power Headrest, Power Adjustable Pedals, Power Sunroof, Power Convertible Top, Power Adjustable/Folding/ Massaging/Vented/Cooled/Heated Seats/Armrest/Cupholders, Heated Steering Wheel, Cruise Control, Horn, Alarm/Theft Deterrent, Parking Assistance, Instrument Cluster, Digital Compass, Heads Up Display, Charge Port Door, Power Trunk/Frunk and Gauges. Rear View Mirror; Door Switches; Brake Switch/Sensor; Factory Installed Refrigerator; Heated Seat Elements; Control Modules; Gauges; Power Antenna Motors; All Relays; All Manually Operated Switches; Convertible Top, Hydraulic Cylinders and Control Module; Automatic Dimming Mirrors; Fuse Block(s); Headlight/Taillight/Turn Signal Switch, Module, Motor, Actuator, Sensor(s), Relay; Wiring Harnesses for listed COVERED PARTS.

b. **COVERAGE DOES NOT INCLUDE:**

Fuses; Individual Bulbs, Headlight/Taillight Assemblies/Lenses/Glass or LED Assemblies/Lenses/Glass; Any other electrical component not defined or listed in ELECTRICAL Section a, COVERAGE or specifically described in another coverage section.

4. **Steering:**

a. **COVERAGE INCLUDES:**

Electric Power Steering Motor, Module, and Sensors; Main and Intermediate Shafts; Couplings; Rack and Pinion; Inner and Outer Tie Rod Ends; Knuckle, Linkages; Power Steering Solenoid; Electric or Manual Steering Column Tilt Mechanisms, Modules, Motors or Sensors; Steering Wheel Position/Force/Direction Sensors; Rear Steering/Toe Control Module, Motor(s), Actuator(s), Rack, Linkage or Sensors. Fluids, Nuts, Bolts and Fasteners ONLY as required as part of a COVERED BREAKDOWN.

b. **COVERAGE DOES NOT INCLUDE:**

Steering/Suspension Alignment. Any component not defined or listed in STEERING Section a, COVERAGE.

5. **Air Conditioning/Heating:**

a. **COVERAGE INCLUDES:**

Condenser; Electric Compressor Assembly, Seal, and Relay; Heat Pump; PTC Heater; Evaporator; Expansion Valve; Accumulator/Receiver Dryer; Orifice Tube; Blower Motor/Relay/ Resistor; A/C Heater Outlet/Duct; Automatic/Manual A/C/Heater Temperature/Mode Control Head, Module or Programmer; Blend Door Actuator(s) or Cables and Cases; Refrigerant Pressure Switch(s); Metal or Rubber Refrigerant Lines/Hoses, A/C Heater Case, Doors, and Housings, Temperature/Pressure Sensors; Evaporator Fan; Climate Control Module; Electric Heater Core/Boost Pump. Refrigerant and Compressor Oil ONLY as required as part of a COVERED BREAKDOWN due to loss from failure. All Seals and Gaskets for the above-mentioned parts in this section.

b. **COVERAGE DOES NOT INCLUDE:**

Refrigerant when not associated with a COVERED BREAKDOWN that would have resulted in the loss of Refrigerant. Any component not defined or listed in AIR CONDITIONING Section a, COVERAGE.

SAMPLE

6. **Suspension:**

a. **COVERAGE INCLUDES:**

Upper/Lower Control, Radius, Thrust and Trailing Arms; Suspension Shafts and Bushings; Upper/Lower Ball Joints; Steering Knuckles; Stabilizer Shaft/Sway Bar Linkage and Bushings; Track Bar and Bushings; Spindle and Spindle Supports; Torsion Bars, Torsion Bar Mounts and Bushings; Coil Springs; Wheel Bearings; Suspension Control Module, Suspension Height Sensors, Air/Hydraulic Suspension Compressor/Motor; Suspension Control Switches; Level Control Solenoid; Active/Electronic Sway Bar Control Module, Actuators and Switches. Electrical Failure of Shocks or Struts. Nuts, Bolts and Fasteners ONLY as required as part of a COVERED BREAKDOWN. All Seals and Gaskets for the above-mentioned parts in this section.

b. **COVERAGE DOES NOT INCLUDE:**

Steering/Suspension Alignment, Mechanical Failure or Leaks of Struts/Shocks; Strut/Shock Mounts or Bushings; Air Springs; Suspension Air Lines; Suspension Subframes/Cradles and Subframe/Cradle Bushings. Any component not defined or listed in SUSPENSION Section a, COVERAGE.

7. **Brakes:**

a. **COVERAGE INCLUDES:**

Master Cylinder; Electric or Hydraulic Power Assist Booster; Combination (Proportioning) Valves; Disc Calipers; Electronic Brake Actuator(s); Electronic Brake Control Module(s); Electro-Mechanical Calipers; Antilock Brake System (ABS) Sensors, Switches, Modules, Solenoids, Relays, Valves, Accumulators or Modulators; Pumps; Hydraulic Lines; Parking Brake Actuator; Parking Brake Cables/Linkages; Hydraulic Hoses; Hydraulic Fittings. Fluids, Nuts, Bolts and Fasteners ONLY as required as part of a COVERED BREAKDOWN. All Seals and Gaskets for the above-mentioned parts in this section.

b. **COVERAGE DOES NOT INCLUDE:**

Brake Rotors; Brake Pads; Any component not defined or listed in BRAKES Section a, COVERAGE.

8. **Electronic High Tech:**

a. **COVERAGE INCLUDES:**

Liquid Crystal Displays (LCD); Accessory Power Module/Unit/DC/DC Converter; Charge Port Controller; Electric Power Control Module/Unit; Charge Receptacle/Port; High Power Distribution Module; Inverter/Converter, Controller; On Board Charging Module, Connector(s), High Voltage Cables; Power Relay; Rapid Splitter/Junction Block; Wiring Harnesses; Pneumatic Suspension Level Control Compressor; Vehicle Manufacturer Installed Anti-Theft Device; Lane Change/Blind Spot Assist/Parking Sensors; Emergency Braking/Lane Departure Warning/Adaptive Cruise Control Cameras and Radar Sensors; Infrared Camera and Illumination Systems; Overhead/Front/Rear View Cameras; Cell Phone, Hands Free/Voice Activation, and Emergency Communication Systems; Cell Phone Chargers; Factory Installed Global Positioning Systems (GPS).

b. **COVERAGE DOES NOT INCLUDE:**

Any component that is not defined or listed in ELECTRONIC HIGH-TECH Section a, COVERAGE.

SAMPLE

9. **Audio:**
   a. **COVERAGE INCLUDES:**
      Vehicle Manufacturer Installed Standalone Radios; Receiver; Amplifier; In-Dash CD/DVD Players/Changers; Graphic Equalizers; Power/Stationary Antenna Assembly; Memory Card; USB Port; Remote Audio Input Connections.
   b. **COVERAGE DOES NOT INCLUDE:**
      Remote Compact Disc Players/Changers, regardless of location; Speakers. Any component that is not defined or listed in AUDIO Section a, COVERAGE.
10. **Battery Management Components/Systems:**
   a. **COVERAGE INCLUDES:**
      All Temperature, Level, and Monitoring Sensors and Solenoids related to the Battery Pack Assembly; Battery Thermal Management System including Battery Fans, Battery Chiller, Battery Heater, Battery Cooling Pump; any Battery Management Related Control Modules/Units.
   b. **COVERAGE DOES NOT INCLUDE:**
      High Voltage Battery Assembly, Voltage Loss, or any other internal battery pack failure; High Voltage Battery Cables; Battery Contactors and Relays; Standard 12-Volt Non-High Voltage Batteries; Battery Case/Frame/Shield; Battery Seals and Gaskets; Pyro/DC Overload Fuse; Battery Cables; Ducts, Vents, or Manifolds. Any component not defined or listed in BATTERY MANAGEMENT COMPONENTS/SYSTEMS Section a, COVERAGE.
11. **High Voltage Battery Coverage: limited to amount stated on the DECLARATIONS PAGE and will reset annually from the initial CONTRACT effective date.**
   a. **COVERAGE INCLUDES:**
      High Voltage Rechargeable Battery Pack for Electric Vehicles and all internal components of the Battery Pack Assembly including but not limited to, Battery Cells; High Voltage Battery Cables; Battery Contactors and Relays; All Temperature, Level, and Monitoring Sensors and Solenoids related to the Battery Pack Assembly; Battery Thermal Management System including Battery Fans, Air Induction Vents, Vent Manifold, Battery Chiller, Battery Heater, Battery Cooling Pump; any Battery Management related Control Modules/Units. Excessive Voltage Loss if Battery Capacity falls below 70% of its original charge capacity.
   b. **COVERAGE DOES NOT INCLUDE:**
      Standard 12-Volt Non-High Voltage Batteries; Battery Case/Frame/Shield; Battery Seals and Gaskets; Pyro/DC Overload Fuse. Any component not defined or listed in HIGH VOLTAGE BATTERY Section a, COVERAGE.

SAMPLE

RENTAL COVERAGE

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

In certain situations, WE will pay for or reimburse YOU for some expenses YOU may incur for transportation because YOUR VEHICLE is at a REPAIR FACILITY due to a COVERED BREAKDOWN.

If YOUR VEHICLE must remain at a REPAIR FACILITY for a COVERED BREAKDOWN repair, WE agree to pay for or reimburse YOU for either:

1. rental car expenses from a licensed VEHICLE rental company, or
2. on a case-by-case basis, rental car expenses during an initial assessment where it appears more likely than not that YOU have a COVERED BREAKDOWN.

Benefits provided by this Endorsement are limited by the maximum days provided on the DECLARATIONS PAGE. Any costs that exceed these amounts will be YOUR responsibility.

This COVERAGE is only applicable for days during which YOUR VEHICLE is at the REPAIR FACILITY. No COVERAGE shall be provided for days during which YOUR VEHICLE is at the REPAIR FACILITY because of REPAIR FACILITY scheduling conflicts or delays, or for YOUR inability to retrieve YOUR VEHICLE.

For any single day for which COVERAGE provided by this Endorsement is approved, YOU may rent a VEHICLE from a licensed rental agency. Fees for add-ons (e.g., rental insurance) will not be covered.

Rental car expense coverage is for the cost associated with renting a VEHICLE similar to YOUR VEHICLE and is further limited by the maximum per day allowance, as provided on the DECLARATIONS PAGE.

To receive a reimbursement, YOU must provide US with copies of receipts and the rental agreement, if applicable.

SAMPLE

TRIP INTERRUPTION COVERAGE

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

If YOUR VEHICLE must remain at a REPAIR FACILITY overnight for COVERED BREAKDOWN repairs and is more than one hundred (100) miles from YOUR home, WE will reimburse up to One Hundred Twenty-Five dollars ($125.00) per day for a maximum of four (4) days of YOUR lodging and restaurant expenses. To receive the reimbursement, YOU must provide US with copies of the receipts. The maximum benefits provided by this Endorsement are Five Hundred dollars ($500.00) per COVERED BREAKDOWN.

SAMPLE

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CALL 720-531-9155 or 800-809-1788

CONTRACT PERIOD AND COVERAGE ELIGIBILITY PERIOD

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

The COVERAGE periods for YOUR CONTRACT are:

Roadside Protection Coverage: Begins on the CONTRACT Purchase Date and continues until the Expiration Date or Expiration Miles of the CONTRACT.

BREAKDOWN Coverage, Trip Interruption Coverage and Rental Coverage:

Claims incurred during the WAITING PERIOD or prior to the CONTRACT Purchase Date are not covered under this CONTRACT.

COVERAGE: Begins after the following conditions have been met and continues until the CONTRACT Expiration Date or Expiration Miles.

1. Provided:
   a. the date of the BREAKDOWN is after the WAITING PERIOD time, as listed on YOUR DECLARATIONS PAGE; and
   b. the BREAKDOWN odometer is after the WAITING PERIOD miles, as listed on YOUR DECLARATIONS PAGE.
2. If at the time of sale there is a MANUFACTURER BASE WARRANTY or third-party VEHICLE Service Contract in effect, the above WAITING PERIOD shall be waived.

SAMPLE

VEHICLE SURCHARGE

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

For COVERAGE to be afforded, a VEHICLE Surcharge must be paid and listed on the DECLARATIONS PAGE.

Commercial Use: A VEHICLE that is used full or part-time for business purposes to generate financial income, regardless of the VEHICLE'S registration, which includes but is not limited to VEHICLES used for commercial purposes or government purposes, pick-up and delivery service, company pool use, business travel, service or repair calls, route work, job site activities, or construction. **For COVERAGE eligibility, the appropriate surcharge must be paid and listed on the DECLARATIONS PAGE.**

Agricultural Use: A private highway motor vehicle registered under State law and/or used for farming purposes including transporting of a farm commodity to or from a farm or the use directly in agricultural production.

Ride Share Use: A private VEHICLE used to provide rides through a transportation network carrier. Approved TNC's include Uber and Lyft. Ride Share Use does not include carshare or taxi use.

Suspension/Tire Modification(s): In order to be qualified for the Suspension/Tire Modification Surcharge, YOUR lift kit or leveling kit **must be installed** at a professional installer. This surcharge is **not needed** if the VEHICLE has a lift kit or leveling kit that does not exceed **two (2) inches**, or if the tire diameter does not exceed **two (2) inches above/below** the factory tire. No coverage whatsoever will be valid if the defect was caused by the customer's abuse, negligence, and/or mishandling. For COVERAGE eligibility, the appropriate surcharge **must be paid and listed on the DECLARATIONS PAGE**. This Surcharge does not provide COVERAGE for any additional components. See BREAKDOWN COVERAGE Endorsement for details on COVERED PARTS.

SAMPLE

a. **ALLOWS THE USE OF:**
   Lift kits installed to raise the VEHICLE **up to** six (6) inches; Lowered VEHICLES including coilovers, drop kits, lowering blocks, lowering springs; VEHICLES that have **over** a two (2) inch variance from the factory size up to thirty-seven (37) inches in diameter. Any VEHICLE with Four Wheel Drive (4WD), or All Wheel Drive (AWD) requires that all of the tires on the VEHICLE be of the same size and within this allowed variance.

b. **DOES NOT ALLOW THE USE OF:**
   Lift kits that raise the VEHICLE **more than** six (6) inches or tires that exceed thirty-seven (37) inches in diameter; Cut Springs; Any VEHICLE with Four Wheel Drive (4WD), or All Wheel Drive (AWD) where the tires on the VEHICLE are not the same size or within the allowed variance.

LIMIT OF LIABILITY

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

The total Limit of Liability for the CONTRACT TERM for all claims and benefits shall be governed by the amounts and other terms provided on the DECLARATIONS PAGE.

If the Limit of Liability is based in part on the value of YOUR VEHICLE and the VEHICLE valuation guide specified in the DECLARATIONS PAGE is not available or has no valuation for YOUR VEHICLE, the valuation of YOUR VEHICLE will be determined by another independently published guide selected by US.

GENERAL PROVISIONS

1. OUR liability shall be limited to the reasonable costs for repairs or replacement of any COVERED PART. The reasonable amount of labor time needed for the diagnosis, disassembly, repair or replacement of any COVERED PART shall be determined by US based on the nationally recognized labor guide currently used by US.
2. YOU will be responsible for the cost of all repairs that exceed the total Limit of Liability under this CONTRACT. WE are not required to authorize or pay for any repair amounts if all needed or covered repairs are not performed on YOUR VEHICLE.

SAMPLE

CANCELLATION

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

1. YOU may cancel this CONTRACT by contacting the ADMINISTRATOR, in writing, at 14033 Denver West Pkwy, Suite 200, Lakewood, CO 80401, submitting YOUR request to cancel the CONTRACT, by phone at the toll-free number listed at the bottom of this page, or as otherwise required by law.
   a. If cancelled within **one (1) month** from the original CONTRACT Purchase Date, and if no claim has been made, YOU will receive a full refund of the amount paid. If a claim has been made, the refund amount shall equal the greater of the amount paid, minus the amount of the claim paid or zero.
   b. If cancelled after **one (1) month**, YOU will receive a pro rata refund based upon the total amount paid calculated upon the greater of the days in force or the miles driven compared to the total CONTRACT PERIOD (term), less claims paid and less the cancellation fee listed on YOUR DECLARATIONS PAGE, subject to state specific information provided in the "Individual State Variance Requirements" Endorsement.
2. The ADMINISTRATOR may immediately cancel this CONTRACT for non-payment of any portion of the CONTRACT purchase price, misrepresentation by YOU when purchasing this CONTRACT, misrepresentation by YOU when submitting a claim, or if YOUR VEHICLE is found to be modified in a manner not recommended by the VEHICLE manufacturer. If the ADMINISTRATOR cancels this CONTRACT, the refund will be calculated according to section 1.b. of this Cancellation Endorsement.

SAMPLE