

and/or entities. All persons availing themselves of the benefits of Roadside Assistance are to look solely to such persons and/or entities for liability arising in connection therewith, and not to CCMC

TRIP INTERRUPTION, FIRST DAY RENTAL/CAR RENTAL ALLOWANCE, TOWING, KEYFOB REPAIRS AND REPLACEMENTS, AND ROADSIDE ASSISTANCE EXPIRE AT 7 YEARS OR 100,000 MILES ON THE ODOMETER, WHICHEVER OCCURS FIRST.

DIAGNOSTIC CHARGES: You may be asked to authorize disassembly and/or diagnostics at the time your Vehicle repair order is written. Your Plan covers disassembly and/or diagnostic charges IF the cause of failure is a covered component under the terms of the Plan. If the repair is not covered by the Plan, you will be responsible for paying the disassembly and/or diagnostic charges and non-covered repairs.

YOUR ADDITIONAL RESPONSIBILITIES: It is your responsibility to properly operate, care for and maintain the Vehicle as prescribed in the owner's manual supplied by the manufacturer. If you fail to properly operate, care for and maintain the Vehicle as prescribed in the owner's manual supplied by the manufacturer, we may deny your claim under the Plan. You should retain all maintenance records and receipts to avoid any misunderstanding as to whether or not the maintenance services were performed as required.

We reserve the right to inspect the Vehicle, investigate circumstances relating to the requested repairs in any manner, or demand proof of maintenance BEFORE repairs may begin or are authorized.

GOVERNING LAW: Except where prohibited by law, this contract will be governed by California law.

THE PLAN WILL NOT COVER, OR APPLY TO LOSS OR EXPENSE RESULTING FROM:

- Repairs or replacement of any component covered by any of the Vehicle manufacturer warranties, Certified Warranty, part manufacturer warranties or recall policies; roadside assistance, loaner vehicles or other services which are eligible to be covered by the Vehicle's manufacturer warranty or marketing programs;
- Repairs required as a result of other than a manufacturing defect (such as a design defect or normal wear);
- Repair or replacement of any covered component when it has been determined that the condition existed prior to purchasing the Plan;
- Plan benefits where the Vehicle odometer reading has been stopped or altered and/or the Vehicle's actual mileage cannot be readily determined;
- Brake pads, shoes, rotors and drums are not covered at any time (regardless of cause of failure);
- Reimbursement of services/benefits that exceed the total number of services/allowance included in Plan Coverage; Battery and cables, any battery for a component, spark plugs and wires, belts, hoses, lights (bulb, sealed beams, lenses), suspension alignment, wheel balancing, wiper blades, exhaust system components, heat shields and exhaust hangers; throttle body cleaning; evaporator deodorizing, thermostat, distributor cap and rotor; P.C.V. valve;
- High voltage battery is not covered at any time (regardless of cause of failure);
- Plan benefits that are necessary as a result of (a) failure to properly care for or maintain the vehicle; (b) fire, accident, abuse, vandalism, negligence or Act of God including but not limited to any vehicle rendered inoperable due to snow, ice or flood; (c) failure to properly operate the vehicle; (d) vehicles that have been used or are being used for competitive speed events such as races or acceleration trials; (e) pulling a trailer that exceeds the rated capacity of the vehicle or failure to adhere to the requirements for vehicles used to pull a trailer as outlined in the owner manual supplied by the manufacturer; (f) tampering with the emission system or with any parts that could affect that system; (g) use of fluids, fuels, or refrigerants which are not recommended by the manufacturer; (h) failure due to fluid contamination or sludge; (i) modifications not approved or recommended by the manufacturer; (j) overloading rated payload capacity of the Vehicle; (k) damage incurred by off-road usage;
- Lift kits that exceed two (2) inches; repairs to covered components that are the direct result of the failure of a lift kit that exceeds two (2) inches;
- Fasteners, bolts and attaching hardware that does not attach a covered component to another covered component;
- Repairs to a covered component where the component has been restricted by the manufacturer; repairs that are the direct result of the failure of a component that has been restricted by the manufacturer;
- Repairs required as a result of use of other than the Vehicle manufacturer's parts during the term of the Plan, unless authorized by us;
- Repairs to a covered component caused by the failure of a non-covered component and/or an aftermarket installation not performed by a Dealer, or any outside installation of "salvage or junk" components in conjunction with an insurance or damage claim. All part installations to satisfy such claims must be with new or factory authorized remanufactured components and parts;