



[USED POWERTRAIN] COVERAGE

CONTRACT NUMBER

CONTRACT PLAN CODE

SELLER CODE

REGISTRATION

CONTRACT HOLDER INFORMATION

CONTRACT HOLDER NAME 1

CONTRACT HOLDER NAME 2

ADDRESS

CITY, ST, ZIP

PHONE NUMBER

EMAIL

SELLING ACCOUNT INFORMATION

SELLER NAME

ADDRESS

CITY, ST, ZIP ,

PHONE NUMBER

COVERED VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER (VIN)

CURRENT ODOMETER

YEAR

MAKE

MODEL

CONTRACT ACTIVATION DATE

CONTRACT RENEWAL PAYMENT

CONTRACT RENEWAL DATE *The first day following previously expired term and once Renewal Payment is received.*

CONTRACT ACTIVATION PAYMENT

ACTIVATION TERM OF CONTRACT
1 MONTH

CONTRACT RENEWAL TERM
1 MONTH

CONTRACT PERIOD

This Contract will automatically renew unless Customer cancels benefits or defaults on electronic Contract Renewal Payment voluntarily or involuntarily. Contract has a mandatory waiting period. Wait period is measured in time from the Contract Activation date for a period of 30 days. Renewal Term will be in effect if Contract is renewed and Renewal Payment has been received.

DEDUCTIBLE \$100

Administered by:

Enterprise Financial Group, Inc. (EFG)

or one of it's affiliated companies (see DEFINITIONS for your state-specific Administrator)

P.O. Box 167667, Irving, TX 75016, 1-866-848-6080

For more information about Your TechChoice coverage please visit <http://thetechchoice.com>

CONTRACT

- This agreement (Contract) is between the Contract Holder (named on the Registration page) and the Service Contract Provider as defined under the Definitions section of this Contract. The Seller (issuing party) is not a party to this Contract and has no obligations to You in regards to the benefits provided.
- Your benefits and Our obligation to perform under this Contract are insured by an insurance policy with American Security Insurance Company, P.O. Box 50355, Atlanta, Georgia 30302, (866) 306-6694. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, then You may make a direct claim against American Security Insurance Company or as identified by Your state of residence below.

For Connecticut, Iowa, Missouri, Nebraska, New Hampshire, New York, Oklahoma, and South Dakota residents only: Our obligations are guaranteed by an insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694.

For Minnesota residents only: Our obligations are guaranteed by an insurance policy issued by American Reliable Insurance Company, 11222 Quail Roost Drive, Miami, Florida 33157, 1-866-306-6694.

DEFINITIONS

- **Contract Activation Period** means one (1) month from the Contract Activation Date in which You can review this Contract. The Contract Activation Period is measured from initial day of Contract Activation to the day numerically corresponding to that day in the following month.
- **Aggregate Limits of Liability** means the amount of benefits allowed during all Renewed Terms.
- **Consumer, Customer, You and Your** (Contract Holder) means the person who is listed in the "Contract Holder Information" section on the Registration page.
- **Contract Activation Date** means initial date of Contract review period and Contract Renewal option begins. Wait period begins on this date.
- **Contract Activation Payment** means payment received to activate Contract renewal option.
- **Contract Renewal Date or Renewal Date** means the first (1st) day following a previously expired term as determined by the Contract Activation Date. The Contract renews directly following previously expired Contract term. Contract Renewal Payment must be received for this Contract to renew another one (1) month term.
- **Contract Renewal Payment or Renewal Payment** means an amount due to renew Your one (1) month term. In the event this amount changes, You will receive a sixty (60) day notice.
- **Monthly Contract Renewal Term or Renewal Term** means a period of one (1) month measured from Contract Renewal Date if Renewal Payment has been received. The Monthly Contract Renewal Term is a period defined by Your Contract Activation Date and numerically corresponds to that day in the following month. There is no wait period on Renewed Terms.
- **Covered Part** means an item listed as a Covered Part, based on the coverage You selected, as defined in the section titled "Covered Parts".
- **Covered Breakdown, Breakdown, or Mechanical Breakdown** means the

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event caused by the total failure of any Covered Part to work as it was designed to work in normal service. Breakdown or Mechanical Breakdown does not include gradual reduction in operating performance or failure resulting from wear and tear or ordinary use.

- **Insurance Policy and Reimbursement Insurance Policy** means a policy of insurance issued to the Service Contract Provider by an insurance company as stated in the "Contract" section above.
- **Lubricated Part** means a part that requires lubrication to perform its function.
- **Motor Vehicle and Vehicle** means the Vehicle identified by the Vehicle Identification Number (VIN) listed on the Registration page of this Contract.
- **Seller and Issuing Party** means the entity where You purchased Your Contract.
- **Service Contract and Contract** means this Service Contract for the Vehicle described on the Registration page.
- **Service Contract Provider, We, Us, and Our (Administrator / Obligor)** means Enterprise Financial Group, Inc. (EFG), P.O. Box 167667, Irving, TX 75016, 1-866-848-6080. www.efgcompanies.com.

For Delaware residents only: We Us and Our means Reticulated Administrative Services, Inc. (RAS), P.O. Box 167667, Irving, TX 75016, 1-866-848-6080.

For Louisiana and South Carolina residents only: We, Us and Our means EFG Agency, Inc., P.O. Box 167667, Irving, TX 75016, 1-866-848-6080.

For Texas residents only: We, Us, and Our (The Service Contract Provider) means Enterprise Financial Group, Inc. (EFG), P.O. Box 167667, Irving, TX 75016, 1-866-848-6080.

OUR OBLIGATIONS

If a Covered Mechanical Breakdown of Your Vehicle occurs during the term of this Contract, We will:

- Pay You or the repairer, for reasonable costs of repair or replacement of the Covered Part(s) and associated labor as required for the completion of the repair or replacement of those parts, which cause the Mechanical Breakdown. Allowed labor times will be verified by the standard versions of the following nationally recognized labor guides: Motors, Mitchell, & AllData. Replacement parts, not to exceed manufacturer's suggested retail price, may be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by Us.
- Reimburse You for a rental car at the rate of up to thirty dollars (\$30) for every eight (8) hours, or portion thereof, of authorized labor time required to complete the covered repair, not to exceed a maximum of five (5) days. To receive rental benefits, You must supply Us with Your receipt from a licensed rental agency. No deductible will apply to this benefit. Maximum rental days include delays associated with Administrator required inspections or the shipment of parts.
- Reimburse You for lodging and meal expenses actually incurred by You if the covered repairs are completed more than one hundred (100) miles from Your primary residence and You are stranded overnight. The limit on this reimbursement is seventy-five dollars (\$75) per day for up to three (3) days and a maximum of two hundred twenty-five dollars (\$225) per Breakdown.

YOUR OBLIGATIONS

- **You should have the engine oil and filter changed within ninety (90) days after Contract Activation Date, unless you have verifiable receipts that the Vehicle engine oil and filter were replaced within six (6) months prior to Contract Activation Date. The minimum requirement on oil and filter**

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changes thereafter is every six (6) months or 5,000 miles, whichever comes first, or You must follow the maintenance schedules in accordance with Your Vehicle's manufacturer recommendations. If applicable, replace the engine timing belt at the intervals specified by the Vehicle manufacturer. You must keep and make available verifiable service/purchase receipts (indicating dates, mileage, and a description of Your Vehicle) which show that this maintenance has been performed within the time and mileage limits required. We will not reimburse for repair costs or expenses if You cannot provide accurate records proving that You have maintained the failed Covered Part.

- You or Your repair facility are required to obtain Our authorization prior to beginning any repair covered by this Contract.
- You are responsible for paying the deductible indicated on the Registration page of this Contract each time You have a Mechanical Breakdown. A one hundred dollar (\$100) deductible per repair visit will apply.
- You are responsible for authorizing any teardown or diagnosis time needed to determine if Your Vehicle has a Covered Mechanical Breakdown. If it is subsequently determined that the repair is needed due to a Covered Mechanical Breakdown, We will pay for this part of the repair. If the failure is not a covered Mechanical Breakdown, then You are responsible for this charge.

ROADSIDE COVERAGE - IF YOU REQUIRE ROADSIDE ASSISTANCE YOU MUST CALL 1-888-878-8307

You will be protected by ROADSIDE ASSISTANCE for the full term of this Contract. Roadside benefits include: towing, flat tire changes (using Your inflated spare), jump starts, vehicle fluid delivery, lockout assistance, and Concierge Services (as defined in this contract). You are responsible for the cost of any vehicle fluids and key cutting/replacement. The maximum benefit is one hundred dollars (\$100) per incident. Roadside services administered by [Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club, administrative offices at 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126. (For Mississippi and Wisconsin Customers, services are provided by Brickell Financial Services-Motor Club, Inc. For California Customers, services are provided by Road America Motor Club, Inc. d/b/a Road America Motor Club.) All entities are collectively referred to as "Road America" throughout these terms and conditions. **For any Roadside Service You MUST call [1-888-878-8307] (toll-free)** if Your covered Vehicle is in need of a NON-ACCIDENT RELATED Emergency Roadside Service where failure is due to a defect in material or workmanship. Benefits are available 24 hours a day, 365 days a year and are provided on a "Sign & Drive" basis. **ONLY ROAD SERVICES PROVIDED THROUGH THIS 888 NUMBER WILL BE HONORED.**

ROAD AMERICA SAVINGS CONNECTION

Save up to 50% on hotel stays and receive savings for car rentals, theme parks, prescriptions, and much more using the Road America Savings connection website: **www.road-america.com/savings**. The activation code for first time users is 10999. If You have any issues logging on or using a discount code, call **1-866-211-8615**, and a friendly customer service agent will be happy to assist You.

CONCIERGE SERVICES

Road America specialized LifeStyle Services team will provide assistance in obtaining the following information or service assistance:

Prior to any service You must contact EFG at [1-866-848-6080] for instructions before ANY repairs are started on Your Vehicle.

(1.) event ticketing; (2.) travel assistance – including hotel referrals and reservations, restaurant referrals and reservations, and airline ticketing assistance and ground transportation coordination; (3.) ATM locator services; (4.) floral services; (5.) specialty gift buying services; and, (6.) directions services including weather notifications. There is a limit of up to three (3) assistance events for concierge services. **For assistance, please contact Our Customer Care Department at 1-888-878-8307- Monday - Friday between 8:30 a.m. to 5:00 p.m.**

ROAD HAZARD COVERAGE (TIRE ONLY) - If You have a Road Hazard, You Must Call 1-866-848-6080

If you have a Road Hazard as defined below, You will be reimbursed the cost to repair or, if non-repairable, the cost to replace a damaged tire(s) on Your Vehicle if damage is caused by a Road Hazard on a public roadway. Road Hazard is defined as objects and road conditions such as potholes, rocks, wood debris metal parts, plastic or composite scraps or any item causing tire damage other than wear and tear and those conditions excluded below. Prior-notification of repair is required; You must call 1-866-848-6080 for a tracking number prior to any tire(s) repair or replacement.

For Tire Repair, You will be reimbursed up to twenty dollars (\$20) per occurrence for the full charges incurred for the repair.

For Tire Replacement, You will be reimbursed for a replacement tire(s) should the tire(s) become non-repairable due to impact breaks snags, punctures or other road hazards. You must have more than 3/32" tread depth remaining to be eligible for reimbursement. You will be reimbursed for up to one hundred dollars (\$100) for each tire replacement per occurrence, up to a maximum aggregate per Contract term of four hundred dollars (\$400).

Non covered expenses include:

- Tires that have 3/32" or less tread depth remaining.
- Repair or replacement covered by the manufacturer or other warranty or customer's primary insurance coverage.
- Replacement exceeding the manufacturer's vehicle specification, or when the manufacturer, by public announcement or recall, established its responsibilities to replacement for any manufacturer's defect.
- Damage caused by negligence, abuse, misuse, collision, manufacturer's defects, curb impact, valve or rim leaks, improper installation, dry rot in either sidewall or tread, tire chains, racing or off-road use, vandalism, malicious mischief, chain damage, fire or theft.
- Failure occurring from operating on any surface other than federal, state, county, city or municipality paved roads or highways.
- Vehicles used for shuttle, towing/wrecker service, dumping, lifting or hoisting, or off-road activity.
- Vehicles used for racing, rentals, dealer loaners, limousine, taxi, police car or other emergency vehicle.
- Vehicles registered and/or otherwise normally operated outside the continental United States of America, Alaska, Hawaii and Canada.
- Tire(s) and/or wheels that do not meet the manufacturers recommendations specific to Your Vehicle.
- Misuse occasioned from driving on tire(s) that are over inflated, under inflated or flat.
- Replacement of tire(s) without prior notification.

Prior notification is required before any tire repair or tire replacement can be made. For Tire coverage, YOU must call 1-866-848-6080 for a Tracking number. Within thirty (30) days of the covered incident,

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the following documentation must be mailed to the address listed below:

- A) Copy of this Service Contract
- B) Copy of tire repair invoice (if applicable)
- C) Copy of the tire replacement invoice including:
 - 1) tread depth of the damaged tire
 - 2) detailed description and cause of tire damage
 - 3) any other information reasonably requested

Required documents must be mailed to: P.O. Box 167667, Irving, TX 75016. The Administrator reserves the right to inspect all damaged tires.

OTHER IMPORTANT CONTRACT PROVISIONS

The total Aggregate Limits of Liability for all claims paid or payable for all Renewal Terms of this Contract shall not exceed a total dollar amount of \$10,000.00. Our limit of liability for any one (1) claim of Breakdown related in time or cause shall not exceed the actual cash value of Your Vehicle according to current National Automobile Dealers Association (NADA) standards at time of claim.

In return for Your payment for this Contract and subject to its terms, You will be provided with the protection described herein. After You receive any benefits under this Contract, We are entitled to all of Your rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the costs covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights. You also agree to cooperate and help us in any other matter concerning this Contract.

This Contract will terminate if You sell Your Vehicle or if Renewal Payment is not received. This Contract will terminate when this Contract is cancelled as outlined in the Cancellation Section. This Contract is not transferable.

ARBITRATION. The parties to this agreement acknowledge and agree that they may have had the right to litigate disputes arising out of or relating to this agreement before a judge and jury but have waived any such rights in favor of resolving such disputes under the arbitration provisions herein.

The parties to this agreement agree to submit any and all disputes arising out of or related to this agreement to arbitration. Arbitration will be conducted according to such procedures and rules as the parties agree to or, failing such agreement, such procedures and rules as the arbitrator shall set forth. To invoke this arbitration provision, a party shall send written demand for arbitration to the other party by certified mail, return receipt requested. The other party shall have thirty (30) days from the date of the arbitration demand to name a proposed arbitrator for the dispute. The party invoking arbitration shall then have ten (10) days from the naming of the proposed arbitrator to either agree to arbitration with the proposed arbitrator or suggest a different arbitrator. If the parties cannot agree on an arbitrator, the proposed arbitrators chosen by the respective parties shall name a third arbitrator for the dispute, and the parties agree to engage the third arbitrator to adjudicate the dispute. This arbitration provision is not subject to the unilateral filing by one party of an arbitration with the American Arbitration Association or any other arbitration administrator, and the other party shall not be responsible for fees or costs arising from the unilateral filing of an arbitration except in accordance with this provision. The parties expressly waive their rights to have a court adjudicate disputes arising out of or related to this agreement including, without limitation, in small claims court or justice court, except for the sole purpose of confirming and enforcing an arbitration award or enforcing this provision. The parties expressly waive their rights to jury trial of any dispute arising out of or related to this agreement. The parties shall be jointly and severally liable for the arbitrator's fees arising out of this provision and its operation. The arbitrator is empowered to award arbitration

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costs and fees as part of the award.

IF YOU HAVE A MECHANICAL BREAKDOWN YOU MUST CALL 1-866-848-6080

If You have a Mechanical Breakdown, You must follow this procedure:

- (1) Use all reasonable means to protect Your Vehicle from further damage. This may require You to stop Your Vehicle and call for roadside assistance to have the Vehicle towed. Any operation of the Vehicle that results in further damage related to the original Mechanical Breakdown or Failure shall be considered negligence on Your part and any such further damage shall not be covered under this Contract.**
- (2) Take Your Vehicle to the licensed repair facility of Your choice and have the repair facility contact Us at 1-866-848-6080 for instructions before ANY repairs are made.**
- (3) The Administrator reserves the right to inspect Your Vehicle prior to issuing any authorization to the Repair Facility. In the event that the Administrator determines the Repair Facility is unable to perform a proper diagnosis or repair Your Vehicle, or there is a dispute between the Administrator and the Repair Facility, the Administrator reserves the right to move Your Vehicle to a repair facility of the Administrator's choice.**
- (4) Prior to proceeding with repairs, ensure the Repair Facility has been provided an authorization number for the covered repairs by the Administrator. Repairs performed without prior approval will not be honored (except for Emergency Repairs as described within).**
- (5) Furnish Us or the repair facility with such reasonable information that We may require. This includes receipts for car rental charges, lodging, meals, and signed service receipts (indicating dates, mileage, and a description of Your Vehicle) as required by this Contract.**
- (6) For simple repairs needed when the Administrator or Service Contract Provider is not available for prior authorization, please use the following procedure:**

Emergency Repairs:

Refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions or wait period in effect that apply. For a simple repair (the total cost of the repair and/or replacement must not exceed three hundred and fifty dollars (\$350)), that is determined to be a Covered Part, authorize the repair facility to perform the repair, and call the Administrator or Service Contract Provider for instructions within five (5) business days, during normal business hours (Monday - Friday: 7 a.m. - 7 p.m. CT, Saturday 8 a.m. - 2 p.m. CT). On major repairs (any repair where the total cost of repair and/or replacement exceeds three hundred and fifty dollars (\$350)), determine the failure and repair costs and then contact the Administrator or Service Contract Provider on the next normal business day for an authorization before repairs are performed. (Utah Residents see "Special State Requirements and Disclosures" for additional clarifying language)

Prior to any service You must contact EFG at [1-866-848-6080] for instructions before ANY repairs are started on Your Vehicle.

COVERED PARTS

The following is a list of Covered Parts as determined by the coverage You selected, as indicated on Your Vehicle Service contract. For convenience, Covered Parts are listed next to the vehicle systems to which they are related. The vehicle systems listed are NOT Covered Parts.

POWERTRAIN CHOICE COVERAGE

A/C & HEATING: Accumulator; condenser; compressor; compressor clutch; dryer; evaporator; expansion valve; condenser fan; and condenser fan motor.

COOLING SYSTEM: Cooling fan; cooling fan motor; and fan clutch.

ELECTRICAL: Alternator/generator; A/C blower motor; horns; starter motor; starter solenoid; starter drive; windshield wiper motors; windshield washer pump; power antenna motor; power window motors; window regulators; power door lock actuators; power trunk release; and all manually operated switches.

ENGINE: Cylinder block and cylinder heads and all internally Lubricated Parts; turbocharger; supercharger; harmonic balancer; timing gear, chain and belt; and water pump. Seals and gaskets are only Covered when required in connection with the replacement of a Covered Part. Cylinder block and heads are only covered if damaged by a Covered internally Lubricated Part.

FUEL SYSTEM: Fuel delivery pump; fuel injection pump; metal fuel lines; fuel pressure regulator; fuel sending unit; and fuel gauge.

TRANSMISSION: Transmission case and all internally Lubricated Parts; torque converter; flywheel/flex plate; and vacuum modulator. Seals and gaskets are only Covered when required in connection with the replacement of a Covered Part. Transmission case is only covered if damaged by a Covered internally Lubricated Part inside transmission case.

TRANSFER CASE: Transfer case and all internally Lubricated Parts. Seals and gaskets are only Covered when required in connection with the replacement of a Covered Part. Transfer case is only covered if damaged by a Covered internally Lubricated Part inside transfer case.

DRIVE AXLE(S): Drive axle housing and all internally Lubricated Parts; locking hubs; drive shafts; universal joints; and constant velocity joints unless failure was caused by neglected, torn, cracked, or perforated constant velocity joint boot. Constant velocity joint boots are not Covered under any circumstances. Seals and gaskets are only Covered when required in connection with the replacement of a Covered Part. Drive Axle case is only Covered if damage is caused by a Covered internally Lubricated Part.

SEALS and GASKETS: Seals and gaskets are Covered only as part of repair or replacement of the above Covered Parts. Leaking seals and gaskets are not Covered Parts.

EXCLUSIONS - WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER

All parts not specifically listed under Covered Parts are not covered under this Contract. Normal maintenance items/repairs such as engine tune-ups and wheel or suspension alignments are not covered. Adjustments/Alignments to Covered Parts are not covered. In addition, this Contract provides no benefits or coverage and We have no obligation under this Contract for:

- Repairs and/or replacements of covered components that were performed without prior authorization from the Administrator, except for

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Emergency repairs completed within the provisions listed as stated in this Agreement.

- A Breakdown that is reasonably determined to have existed prior to the Contract purchase date or the date Coverage takes effect.
- A Breakdown if the information provided by You, or the Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate.
- A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
- A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by failure to replace seals and gaskets in a timely manner.
- A Breakdown caused by or for damages resulting from overheating regardless of cause.
- Repair or replacement of any parts not necessary to the completion of the repairs for a Covered Breakdown.
- A Breakdown of a Covered Part damaged by a non-Covered Part, or of a non-Covered Part damaged by a Covered Part.
- In the event a non-Covered Part is required to be replaced due to the replacement of a Covered Part that has failed, and the non-Covered Part has not failed, the non-Covered Part is not covered under this Contract.
- A Breakdown resulting from engine sludge, carbon, pre-ignition, detonation, varnish, rust or corrosion (This provision does not apply for residents of Minnesota), foreign objects, dirt, dust, liquid, cracked rubber/neoprene parts, dry rot, road chemicals, abuse or alteration.
- Any adjustments, repositioning, refitting, realigning, and/or cleaning, including but not limited to repairs necessary to correct: trim fit, squeaks, rattles, idle, water leaks or wind noise.
- A Breakdown caused by towing a trailer, another vehicle or any other object unless Your Vehicle is equipped for this use as recommended by the manufacturer.
- A gradual loss of performance which has resulted from normal operation and use (due to mileage and/or age) such as, but not limited to: valve guides, valves, piston rings, transmission clutch pack, discs and bands. Fastening hardware (external nuts, bolts, springs, brackets etc.), exhaust system, injector cleaning, shop supplies, waste or disposal fees, any other miscellaneous shop charges.
- Modified vehicles are not eligible for coverage unless the modification(s) were recommended and approved by the manufacturer (Georgia residents see Special State Requirements).
- A Breakdown caused by off-roading, misuse, abuse, racing or any form of competition.
- Certain vehicles outlined on the Administrator's or Service Contract Provider's guidelines with the Seller are ineligible. This includes, but is not limited to: exotic vehicles, grey market vehicles, incomplete chassis, salvage or branded title vehicles, police, postal, taxi, and emergency vehicles, rental vehicles, tow vehicles, vehicles equipped with a snow

plow, lifted vehicles, vehicles equipped with a flat bed, and vehicles greater than 1 ton.

- Vehicles used for business, deliveries, construction, or commercial hauling.
- A Breakdown caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, other acts of nature, or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies.
- Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, storage charges, freight or other incidental or consequential damages or loss that results from a Breakdown.
- Any liability, cost or damages You incur or may incur to any third parties other than for Administrator or Service Contract Provider approved repair or replacement of Covered Parts which caused a Mechanical Breakdown.
- Any liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related to a Breakdown.
- Any cost covered by a repairer's or supplier's guarantee, or any cost which would be covered by a manufacturer's warranty, or that the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins, whether or not the manufacturer remains a viable entity.
- Any part not covered by, or excluded by the original Vehicle manufacturer's warranty, whether or not the manufacturer remains a viable entity.
- A Breakdown not occurring in the United States or Canada.
- Any mechanical problems that existed prior to, or at the time of the Contract Activation Date of this Contract, whether or not the failure would be otherwise covered by the Contract. (This does not apply for residents of Arizona and Georgia. See the "Special State Requirements and Disclosures" section.)

HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES

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

- There is a material misrepresentation or fraud at the time of sale of this Contract or any Renewed Term.
- Your odometer fails, or for any reason does not record the actual mileage and You do not have it fixed and the mileage certified within thirty (30) days of the failure date and Your Contract is no longer eligible for renewal. (This provision does not apply to Nevada or Utah residents. See Your state specific cancellation language.)
- Your Vehicle meets any of the conditions listed in the "Exclusions" Section as outlined above. (This provision does not apply to Nevada residents. See Nevada specific cancellation language.)

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You may cancel this Contract by surrendering Your copy of this Contract with written notice to the Seller or Us. You are entitled to a full refund during Your Activation Period if You contact and provide written notice of cancellation within the first one (1) month term after the Contract Activation Date. In the event the Contract is cancelled by You during a Contract Renewal Term, the amount of the refund shall be a pro-rated amount of the Contract Renewal Payment based on the days in force from the current Contract Renewal Term, less claims paid, plus a cancellation fee, if applicable.

Cancellation Policy: The Customer Vehicle Service Contract automatically renews unless the Customer cancels benefits or defaults on electronic Contract Renewal Payment, voluntarily or involuntarily. Customer may contact the Seller or Us to cancel the Vehicle Service Contract benefits and automatic electronic Contract Renewal Payment. Customer will continue to retain coverage until the end of the Renewal Term, at which time coverage and accrued limit of liability will be terminated. Customer acknowledges that upon cancellation of this Vehicle Service Contract, Customer would assume all responsibility for any Mechanical Breakdowns or failures of the Vehicle listed on this Vehicle Service Contract.

Electronic Contract Renewal Payment Policy: Purchasing this Vehicle Service Contract has authorized a charge to a credit or card or to deduct monies via electronic debit from a designated account on Contract Renewal Dates. It is the Customer's responsibility to provide the selling entity with accurate designated account and Contract information. Should Customer information change at any time, it is the Customer's responsibility to notify the selling entity. If a Contract Renewal Payment does not process electronically, Customer coverage and accrued limit of liability will be terminated unless Contract Renewal payment and any applicable administration fees are paid within 14 days of the expiration pursuant to the previous one (1) month term.

CANCELLATION FEE: The cancellation fee is twenty five dollars (\$25). There are no cancellation fees for residents of District of Columbia, Georgia, New Hampshire, and Missouri.

In order to receive a [cancellation form](#), please visit Our website at <http://thetechchoice.com> or contact Us at 1-866-848-6080. This Contract is not eligible for transfer.

EFG COMPANIES PRIVACY POLICY

To review the General Privacy Policy of EFG Companies please visit Our website at <http://www.efgcompanies.com/privacy> or contact Us at 1-800-527-1984.
