

# PRO-GUARD PLUS

## TERMS AND CONDITIONS

### **I – DEFINITIONS**

ADMINISTRATOR, WE, US, or OUR: means the ADMINISTRATOR, provider, and obligor of this CONTRACT - Marathon Administrative Co., Inc., 1716 Corporate Crossing Suite 2, P.O. Box 961, O'Fallon, IL 62269, 800-205-8988.

CONTRACT: means this Vehicle Service Contract.

CONTRACT HOLDER, YOU, or YOUR: means the purchaser or holder of this CONTRACT.

COVERED PART(S): means BREAKDOWN of a part not excluded in this CONTRACT.

COVERED VEHICLE or VEHICLE: means the VEHICLE covered by this CONTRACT, which is the one identified on the declaration page.

DEDUCTIBLE: In the event of a BREAKDOWN of a part, repaired or replaced under the terms and conditions of this CONTRACT, the PURCHASER will be subject to pay the applicable DEDUCTIBLE as specified on the declaration page.

PARTICIPATING LENDER: means any financial institution providing financing for the purchase of the VEHICLE and/or this CONTRACT.

MANUFACTURER'S WARRANTY: In the event of a BREAKDOWN of a part, whose repair or replacement is provided for under a MANUFACTURER'S WARRANTY or Special Policy Program, payment will be provided for the required manufacturer's deductible, less the DEDUCTIBLE specified above.

MECHANICAL BREAKDOWN or BREAKDOWN: means a breakage or total failure of a COVERED PART. BREAKDOWN does not provide for damage resulting from the failure of an excluded part(s) or the lack of proper maintenance services. Minor loss of fluid or seepage is considered normal and is not considered a MECHANICAL BREAKDOWN. A BREAKDOWN does not include gradual reduction in operating performance due to normal wear and tear.

TERMS: Coverage under this CONTRACT begins on the CONTRACT purchase date listed on YOUR declaration page and will expire when this CONTRACT is terminated.

WAITING PERIOD: means no claims or Roadside Assistance will be paid on any claims or failures that occur within the number of days and miles specified on the declaration page from the odometer reading and sale date specified on the declaration page. The WAITING PERIOD also applies to CONTRACTS with a lapse in coverage due to non-payment.

## **II – INSURANCE COMPANY STATEMENT**

The performance and obligations of the provider for covered repairs under this CONTRACT are guaranteed and insured separately by a Reimbursement Insurance Policy issued by Marathon Financial Insurance Company, Inc., A Risk Retention Group, ("Insurer"), with its office located at 1716 Corporate Crossing, Suite 2, O'Fallon, IL 62269, 800-205-8988. If the Claims ADMINISTRATOR fails to pay a claim under this CONTRACT within 60 (sixty) days of proof of loss by YOU, the service CONTRACT HOLDER, YOU may make a direct claim against Marathon Financial Insurance Company, Inc., RRG by writing to the aforementioned address.

When YOU receive this CONTRACT read it carefully. Ensure that the Declaration Page is complete and accurate.

Purchase of this CONTRACT is not required in order to purchase or obtain financing for the COVERED VEHICLE. This CONTRACT is not issued by the manufacturer or wholesale company marketing the COVERED VEHICLE. This CONTRACT will not be honored by such manufacturer or wholesale company.

## **III – CONTRACT HOLDER OBLIGATIONS**

- Ensure that the engine oil and engine oil filter be changed every four (4) months or four thousand (4,000) miles, whichever occurs first (within a window of 1 month or 1,500 miles). Transmission service including fluid, flushes, and filter change must be performed every 12 months or 12,000 miles, on vehicles (6) six years or older. Transmissions in vehicles that are less than six (6) years old should service in accordance with the manufacturer requirements. Non-serviceable transmissions are excluded from this requirement. Proper documented and verifiable receipts for oil and engine oil filter changes will be required in the event of a claim.
- In order for this CONTRACT to remain in force, the CONTRACT HOLDER is required to follow the vehicle manufacturer's required maintenance schedule. Some vehicle manufacturers require that the Timing Belt be changed a specific interval. CONTRACT HOLDER must follow the vehicle manufacturer's maintenance guidelines to avoid denial of a claim because of improper maintenance. The CONTRACT HOLDER must keep and make available verifiable, signed service/purchase receipts that show that this maintenance has been performed within the time and mileage limit requirements.
- The CONTRACT HOLDER and the Repair Facility are required to obtain an authorization number prior to beginning any repairs that would be covered by this CONTRACT.
- The CONTRACT HOLDER is responsible for paying a DEDUCTIBLE for each visit to the Repair Facility. The DEDUCTIBLE is specified on the declaration page.
- The CONTRACT HOLDER is responsible for authorizing and paying for any tear down or diagnosis time needed to determine if the COVERED VEHICLE has a covered BREAKDOWN. If it is subsequently determined that the repair is needed due to a covered BREAKDOWN, the ADMINISTRATOR will pay for such tear down

or diagnosis. If the failure is not a covered BREAKDOWN, the CONTRACT HOLDER is responsible for payment of such tear down or diagnosis.

#### IV – ADMINISTRATOR OBLIGATIONS

If a covered BREAKDOWN of the VEHICLE occurs during the term of this CONTRACT, the ADMINISTRATOR will: pay the CONTRACT HOLDER or the Repair Facility for repair or replacement, as ADMINISTRATOR deems appropriate of the COVERED PART(S) which caused the BREAKDOWN, if the CONTRACT HOLDER has met his/her obligations as described in this CONTRACT. Replacement parts can be of like kind and quality. They may include the use of new or remanufactured parts as determined by ADMINISTRATOR.

#### V – LIMIT OF LIABILITY

In case of a failure within the lubricated parts of the engine and/or transmission of the registered vehicle, Manufacturer's liability is limited to repairing or replacing defective parts with like, kind, and quality including the replacement of all lost fluids, including the product. The limit of liability per covered vehicle is \$3,000.00 per occurrence to the engine, \$2,000.00 per occurrence to the transmission, \$1500.00 per occurrence to the transfer case.

#### VI – BENEFITS

1-866-826-9355

#### ROADSIDE ASSISTANCE

1-866-826-9355

EMERGENCY ROADSIDE ASSISTANCE: Provides emergency road services for non-accident related incidents, where failure is due to a defect in material or workmanship.

Benefit Limits: For the TERM OF YOUR AGREEMENT, the listed sign and drive (meaning YOU incur no expense up to program limit) benefits are available 24 hours a day / 365 days a year. The following *non-accident related* services are available for covered Breakdowns up to a maximum benefit of \$100.00 per incident:

*Towing* | *Jump Starts* | *Flat Tire Changes* (using YOUR inflated spare) | *Vehicle Fluid Delivery* (cost of VEHICLE fluids extra) | *Lockout Assistance* (key cutting/replacement extra) | *Concierge Services* (courtesy help and emergency [hone call support to relatives, police, etc.

Services not available in areas where state providers are exclusively utilized.

\*\* Benefits are limited to "cash call with reimbursement" service only for the first forty five (45) days of coverage. Please call Administrator with any Roadside Assistance services within the first forty five (45) days of coverage: 800-205-8988. \*\*

**SUBSTITUTE TRANSPORTATION:** Should YOUR COVERED VEHICLE become inoperable due to the BREAKDOWN of a part (not excluded), upon authorization, payment will be provided to reimburse YOU for actual expenses incurred when renting a vehicle from a licensed car rental agency. Benefits will be allowed only for reasonable

time necessary to complete the repair with a maximum benefit of five (5) calendar days. Maximum daily rental allowance is thirty dollars (\$30.00) per day, not to exceed one hundred fifty dollars (\$150.00) per visit. If due to part availability, and the repair cannot be completed in five (5) calendar days, an additional five (5) days may be allowed at thirty dollars (\$30.00) per day with a maximum additional benefit of one hundred fifty dollars (\$150.00), **PROVIDED ADDITIONAL AUTHORIZATION IS OBTAINED FROM THE ADMINISTRATOR.**

**LODGING REIMBURSEMENT:** Reimburse the CONTRACT HOLDER for motel and restaurant expenses up to \$50 per day for a maximum of three (3) days in the event of a BREAKDOWN covered by the CONTRACT, which occurs more than one hundred (100) miles from YOUR home and results in a Repair Facility keeping the COVERED VEHICLE overnight. The maximum benefit per occurrence is \$150. To receive motel and restaurant reimbursement, the CONTRACT HOLDER must supply ADMINISTRATOR with his/her receipts from the providers of such services.

**EXTENDED TOWING BENEFIT:** In the event that YOUR towing benefit (included in the Roadside Assistance plan or provided by YOUR vehicle manufacturer) does not cover the full amount of the tow for an authorized repair, we will reimburse you up to one hundred dollars (\$100.00) per occurrence for charges in excess of any other disbursements from other towing coverage plans. No deductible will apply to this coverage.

## **VII. COVERAGES – WHAT THIS CONTRACT COVERS**

1. **Engine:** Cylinder Block, Cylinder Head(s) and all internal lubricated parts contained within the engine including, Pistons, Piston Rings, Connecting Rod Bearings, Crankshaft, Crankshaft Main Bearings, Camshaft, Camshaft Bearings, Cam Followers, Timing Chain, Timing Gears, Guides, Tensioners, Rocker Arms, Rocker Shafts, Rocker Bushings, Cylinder Head Valves, Valve Guides, Valve Lifters, Valve Springs, Valve Retainers, Push Rods, Water Pump, Oil Pump, Oil Pump Housing, Harmonic Balancer, Oil Pan, Timing Chain Cover, Wrist Pins, Connecting Rods, Distributor Drive Gear, Balance Shaft, Balance Shaft Bearing, Balance Shaft Bushing, Valve Locks and Oil Pump Pickup.
2. **Transmission/Automatic or Standard:** The internal components of the automatic transmission or manual transmission, drive chain, drive chain gears, carrier bearings, internal transaxle seal. The manual transmission case and automatic transmission case and torque converter are covered, if damaged by the failure of internally lubricated parts.
3. **Transfer Case:** Transfer Case, Drive Chain, Drive Chain Gears, Planetary Gears, Shift Rail Forks, Bearing, Bushing, Oil Pump, Output Shaft, Main Shaft Washers and all other internal lubricated parts.
4. **Differential Assembly (Front and Rear):** Differential Housing, Axle Shaft, Ring and Pinion, Bearing, Bushing, Washers, Differential Cover and all other internal parts contained with the differential assembly.
5. **CV-Joints:** CV boots must not be torn at the time of failure. Lubricated joint failure only. Universal Joint (U Joint) is not included.

6. **Steering:** Power steering pump.
7. **Timing Belt:** If you have followed manufacturer's recommended maintenance intervals for replacement of timing belt and/or belt tensioner.
8. **Electrical:** Alternator, starter motor, distributor, ignition coil, starter solenoid.
9. **Cooling System:** Fan Clutch Belt Tensioner, Thermostat, Radiator and Cap, Thermostat Housing, Coolant Probe, Switch and Sensor.
10. **Turbocharger/Supercharger:** Bearing, Bushing and all other internal parts, (factory installed only).
11. **Air Conditioner:** Compressor, Compressor Clutch and Pulley, Idler Pulley.

**COMMERCIAL COVERAGE-** A COMMERCIAL USE VEHICLE IS DEFINED AS A VEHICLE UP TO 1 TON REGISTERED TO A BUSINESS AND/OR BUSINESS PURPOSES. VEHICLES THAT ARE USED IN EXCESS OF MANUFACTURERS G.V.W. OR FOR EXCESSIVE HAULING AND PULLING ARE EXCLUDED FROM COVERAGE. TOW TRUCKS, VEHICLES WITH SNOWPLOWS, POLICE VEHICLES, AND TAXIS ARE SPECIFICALLY EXCLUDED FROM COVERAGE HEREUNDER.

**VIII. EXCLUSIONS - WHAT THIS CONTRACT DOES NOT COVER**

1. ANY LOSS/EXPENSE FROM THE REPAIR AND/OR REPLACEMENT OF A LISTED PART NOT AUTHORIZED BY THE ADMINISTRATOR.
2. Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this CONTRACT (Pre-existing conditions).
3. A BREAKDOWN occurring to a VEHICLE operated outside the United States of America or Canada.
4. The cost for maintenance services and the parts required (i.e. engine oil, lubricants, filters, fluids, spark plugs, belts, hoses, thermostats or the like) or any part not required in connection with the authorized repair or replacement of a listed part.
5. The cost of diagnostic inspection, disassembly and/or reassembly, if the inspection determines that the failure was not a BREAKDOWN under the terms and conditions of this CONTRACT.
6. A gradual reduction in operating performance, due to normal wear and tear such as but limited to: low compression and/or oil consumption (i.e. pistons, piston-rings, cylinder tapers, valves, valve guides, valve seals and valve seats). Damages caused to the above listed parts by predetonation or detonation are not considered a BREAKDOWN under the terms and conditions of this CONTRACT.
7. A BREAKDOWN of a listed part resulting from the PURCHASER'S refusal to previously perform reasonable repairs recommended by the repair facility or ADMINISTRATOR.
8. A breakdown caused by nuts, bolts, and fasteners.
9. Excessive cost to repair or replace a listed part. Reasonable cost being: labor cost to be determined by a flat rate labor manual (i.e. Chilton) multiplied by the customary labor charge for the repair/replacement of a protected part. The labor rate allowed shall not exceed the national average labor rate.

10. A breakdown causes by an improper previous repair, or misdiagnosis by a repair facility.
11. Consequential damage: Defined as damage created to non-listed parts by a listed part BREAKDOWN.
12. Loss caused by a failure to properly operate or care for the VEHICLE (before or after a BREAKDOWN occurs) including: negligence, misuse, abuse, using the VEHICLE for competitive driving, racing or off road trails, or pulling a trailer exceeding the manufacturer's rated capacity of the VEHICLE.
13. For any BREAKDOWN caused by overheating (regardless of the cause), freezing, inadequate coolant, lubricants or fluids, or any BREAKDOWN to a listed part resulting from contamination of fluids, rust, corrosion, foreign material, sludge or carbon deposits and coolant intermix.
14. If there are modifications and/or alterations to the VEHICLE not recommended by the manufacturer, including, but not limited to, all frame or suspension modifications, lift kits, lowering kits, emissions and/or engine modifications (improved air filters are not considered a modification) done before or after the effective date of this contract, the VEHICLE does not qualify for coverage. Any failure to a covered part due to improper tire/wheel size.
15. Loss or expense to the VEHICLE, when the odometer is inoperative or stopped, improper recorded calculation, tampered with or altered.
16. Repair/replacement of any part(s) while covered by any Manufacturer's Warranty, a repairer's guarantee or by an insurance policy, which shall be responsible for such repairs whether collectible or not.
17. Repair or replacement of any part not supplied by the factory and/or does not meet or exceed factory specifications.
18. Collision or upset, breakage of glass, missile, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail,, water, flood, malicious mischief, vandalism, riot or civil commotion, lightning, nuclear contamination, smoke, bodily injury or property damage arising or allegedly arising from a defect of a listed part.
19. Ineligible vehicles: Any vehicle used for rental, shuttle, taxi, limousine service, delivery or hauling services, police, fire or emergency services or other public service vehicles, security services, oil field vehicles, cable or line installation/removal vehicles. Any vehicle equipped with dump bed, towing equipment, snow plow, cherry pickers, lifting or hoisting equipment (excluding handicap lifts), step van, high-cube van or box bodies or motor homes. Any grey market vehicles, salvaged or branded title vehicle or vehicles where the manufacturer's warranty has been voided or rescinded. Any vehicle with true mileage unknown at contract inception date.
20. Leaking gaskets or seals.
21. Damage resulting from failures by related parts or units such as but not limited to: levers, controls, linkage, cables, radiator, coolers, rubber mounts, fasteners, external oil lines, viscous couplings, drive axles and electronic components, internal or external, to the engine and transmission.
22. Any parts that are not listed under covered parts and components.

#### IX. WHAT TO DO IF YOU HAVE A BREAKDOWN

1. Use all reasonable means to protect the COVERED VEHICLE from further damage. This may require YOU to stop the COVERED VEHICLE, turn off the engine, and have the COVERED VEHICLE towed.
2. Present this CONTRACT to the Repair Facility, call ADMINISTRATOR, toll free at 1-800-205-8988. ADMINISTRATOR can be reached through the mail at P.O. Box 961, O'Fallon, IL 62269.
3. Prior to proceeding with repairs, ensure the Repair Facility calls ADMINISTRATOR with an estimate of repairs and receives an authorization number from ADMINISTRATOR.
4. ADMINISTRATOR reserves the right to inspect any BREAKDOWN prior to authorization.
5. In-home service is not provided under this CONTRACT. Any payment of the costs of transporting the COVERED VEHICLE for service is provided under this CONTRACT exclusively pursuant to the terms and conditions of this CONTRACT.
6. The CONTRACT HOLDER is responsible for paying a DEDUCTIBLE for each visit to the Repair Facility, as specified on the declaration page.

#### **X. HOW TO SUBMIT A CLAIM**

1. Contact or have a representative of the repair facility contact ADMINISTRATOR'S Claim Department BEFORE any work is performed by calling (800) 205-8988.
2. Upon diagnosis and determination of covered items, subject to the terms and conditions of this CONTRACT, ADMINISTRATOR will issue an authorization number. The authorization number MUST appear on all repair bills. Failure to obtain authorization PRIOR TO REPAIRS will result in non-payment of claim. Fraudulent or misuse of this CONTRACT will result in non-payment of claim and cancellation of this CONTRACT. ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ALL VEHICLES PRIOR TO OR AFTER REPAIRS ARE PERFORMED.
3. For emergency repairs, should a BREAKDOWN occur after the ADMINISTRATOR'S normal business hours or on a national holiday, the pre-authorization requirement is amended. The ADMINISTRATOR must still be contacted when reasonably possible following the BREAKDOWN. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges. The labor cost to be determined by a flat rate labor manual (i.e. Chilton) multiplied by the customary labor charge for the repair/replacement of a protected part. The labor rate allowed shall not exceed the national average labor rate.
4. Upon the filing of a claim under this CONTRACT, ADMINISTRATOR will verify the validity of the CONTRACT (proper owner, proper vehicle, CONTRACT still in force), verify the BREAKDOWN with the Repair Facility, verify coverage, and authorize repair of COVERED PARTS (provide Repair Facility with authorization code and confirm cost of repair). Payment is provided through direct billing, credit card, or CONTRACT HOLDER reimbursement.
5. **PAYMENT OR REIMBURSEMENT OF CLAIMS PAYMENT OPTION:**

When the damage and repair falls within the scope of this CONTRACT, and authorization to proceed with the repair is obtained from the ADMINISTRATOR and the repair work is completed, WE will then reimburse YOU or the repair facility for the approved cost of the work performed on YOUR VEHICLE that is covered by this CONTRACT less the Deductible (if any) and state sales tax, unless there is still a balance due on any amount financed by you at the time YOU purchase this CONTRACT. If a balance is due, the claim amount will first be paid to the financing source and any balance payable to YOU or YOUR repair facility. The ADMINISTRATOR will arrange for such payment by check or nationally recognized credit card (usually Visa ® or MasterCard ®.)

**REIMBURSEMENT OPTION:** YOU or the repair facility may claim reimbursement from the ADMINISTRATOR, by submitting the paid invoice to the address below. Claims must be submitted within 180 days from the ADMINISTRATOR authorization date to qualify for reimbursement. If YOU show that it was not reasonably possible to give notice or file the proof of loss within the 180 days and that notice was filed as soon as reasonably possible, then YOU will still receive reimbursement for YOUR claim. The following information must be included with YOUR paid invoice and is generally supplied to YOU by the repair facility YOU selected:

1. Your mechanical complaint.
2. Itemized listing of replacement parts names, numbers and prices.
3. Description of labor and charges necessary to correct the mechanical failure.
4. Vehicle Mileage.
5. Date of Repair.
6. Authorization and contract number.
7. Completed repair order (all applicable sublet repair bills). Rental Car agreement charges (licensed rental agency only) will be reimbursed to you upon receipt by the Administrator of the paid rental agreement charges.
8. A signed Work Completed Form. This form will be provided to YOUR repair facility by the ADMINISTRATOR.

#### **XI. CANCELLATION PROCEDURE**

1. YOU may cancel this CONTRACT at anytime. All cancellation requests made within thirty (30) days of the purchase date of the CONTRACT will be eligible for a full refund.
2. All cancellation requests made after thirty (30) days of the purchase date of the CONTRACT:
  - a. Shall be subject to a one hundred and fifty dollar (\$150.00) cancellation fee
  - b. Will be pro-rated by the time or mileage from the purchase date of the CONTRACT, whichever refund is less, less claims paid.
3. The ADMINISTRATOR may cancel this CONTRACT at anytime if YOU do not pay the CONTRACT PRICE listed on the declarations page or if YOU make a material misrepresentation in obtaining the CONTRACT or in the submission of a claim.
4. If a lending institution has financed this vehicle and/or agreement, and the agreement is canceled, any refund will be made payable to the lending institution. All other refund checks are made payable to the selling vendor.



5. **INSTALLMENT PAYMENT PROVISION** :In the event that YOUR CONTRACT is being paid for via a Retail Installment Contract (or its equivalent) which is terminated for nonpayment, the expiration date and mileage of this CONTRACT will be modified to reflect the portion of the CONTRACT that YOU have paid for. The amended expiration date and mileage of this CONTRACT will be calculated on a pro-rata basis by adding the amount of time and mileage of this CONTRACT.
6. All cancellation letters must include Contract Number and exact odometer mileage on the VEHICLE at the time of the cancellation request and must be sent to: SPD Attn: Customer Service, 300 N. Tucker, Suite 500, St. Louis, MO 63101.

## **XII. TRANSFER PROCEDURE**

**This Agreement may be transferred upon sale of the vehicle to another private party.** The AGREEMENT transfer must be made at the time of the VEHICLE transfer. YOU must request the transfer in writing, and received by the ADMINISTRATOR within fifteen (15) days of the transfer. A fee of \$50.00 must accompany the request to transfer, along with the following information: 1.Name of New Owner, 2.Address & Telephone Number, 3. Vehicle Odometer Statement, 4.Copy of Title showing transfer. This CONTRACT must be given to the new owner at the time the AGREEMENT Transfer is completed.

The CONTRACT is non-renewable.

## **XIII. GENERAL PROVISIONS**

- A. **ARBITRATION:** All claims or disputes relating to this CONTRACT or the breach thereof shall be decided by binding arbitration unless YOU and ADMINISTRATOR agree otherwise. Arbitration shall be specifically enforceable under the prevailing arbitration law. ADMINISTRATOR agrees to use one (1) arbitrator, mutually acceptable to YOU and ADMINISTRATOR. Written notice of the request for arbitration must be filed with ADMINISTRATOR within a reasonable time after the claim or dispute has arisen, but not later than one (1) year after the claim or dispute arises. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. If YOU have any legal claim against ADMINISTRATOR and do not agree to arbitration, YOU agree that any action, claim, or suit shall only be brought in the District Court, St. Clair County, Illinois. If YOU bring any such action, claim, or suit against ADMINISTRATOR in any court or forum other than in the District Court, St. Clair County, Illinois, ADMINISTRATOR can seek dismissal of YOUR action, claim, or suit and require that it be maintained in St. Clair County, Illinois.
- B. **SUBROGATION:** In the event benefits are paid under this CONTRACT, ADMINISTRATOR shall be subrogated to all the rights YOU have to recover against any person or organization arising out of any failure subject to any recall campaign, as well as any order, judgment, consent decree or other settlement. YOU shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. Further, all amounts recovered by YOU for which YOU have received

benefits under this CONTRACT, shall belong to, and be paid to ADMINISTRATOR up to the amounts of benefits paid under this CONTRACT.