

EXCLUSIONS FROM COVERAGE

THIS AGREEMENT DOES NOT PROVIDE COVERAGE:

- 1. FOR REPAIR COSTS OR EXPENSES REPORTED OR MADE AFTER THE EXPIRATION OF THE TERM OF THIS AGREEMENT OR NOT AUTHORIZED BY THE ADMINISTRATOR;**
- 2. FOR ANY MECHANICAL PROBLEMS OR CONDITIONS THAT WITHIN REASONABLE MECHANICAL PROBABILITY EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT;**
- 3. FOR BREAKDOWNS CAUSED BY THE FAILURE OF THE AGREEMENT HOLDER TO MAINTAIN PROPER QUALITIES OR LEVELS OF COOLANTS OR LUBRICANTS; OR FOR BREAKDOWNS CAUSED BY NOT SECURING REPAIRS WITHIN REASONABLE TIME.**
- 4. FOR REPAIR COSTS OR EXPENSES IF THE ODOMETER OF THE VEHICLE BREAKS OR BECOMES INOPERABLE OR UNRELIABLE FOR ANY REASON AND ODOMETER REPAIRS WERE NOT MADE IMMEDIATELY AT THE TIME OF FAILURE, OR IF THE ODOMETER HAS BEEN TAMPERED WITH, DISCONNECTED OR ALTERED IN ANY WAY;**
- 5. FOR ANY VEHICLE WITH A BRANDED TITLE (I.E. SALVAGE, JUNK, REBUILT, TOTAL LOSS, ETC)**
- 6. FOR REPAIR COSTS OR EXPENSES IF THE VEHICLE HAS BEEN USED FOR THE FOLLOWING PURPOSES: POLICE OR LAW ENFORCEMENT SERVICES, FIRE, AMBULANCE OR EMERGENCY SERVICES, TAXI, LIMOUSINE OR LIVERY, RACING, NEWSPAPER OR MAIL DELIVERY, RENTAL SERVICES, SECURITY SERVICES, SNOW REMOVAL OR SNOW PLOWING, CABLE OR LINE INSTALLATION, OR HAULING FOR HIRE, OR IF THE VEHICLE HAS BEEN USED FOR HAULING TRAILERS IN EXCESS OF THE MANUFACTURER'S RATED CAPACITY OR HAULING TRAILERS WITHOUT SUITABLE EQUIPMENT, OR IF THE REQUIREMENTS IN THE MANUFACTURER'S MANUAL FOR VEHICLES USED TO PULL TRAILERS ARE NOT FOLLOWED;**
- 7. FOR REPAIR COSTS OR EXPENSES IF YOU CANNOT PROVIDE TO THE ADMINISTRATOR ACCURATE RECORDS PROVING THAT YOU HAVE MAINTAINED THE VEHICLE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS, OR IF ANY ALTERATIONS HAVE BEEN MADE TO THE VEHICLE INCLUDING, BUT NOT LIMITED TO, THE USE OF OVERSIZED TIRES EXCEEDING OEM SPECS IN DIAMETER GREATER THAN 5%, AND LIFT KITS EXCEEDING 4 INCHES (UNLESS 8 INCH LIFT KIT SURCHARGE HAS BEEN SELECTED AND PAID FOR);**
- 8. FOR REPAIR COSTS OR EXPENSES IF THE VEHICLE HAS BEEN USED AS DESCRIBED IN THE OPTIONAL BUSINESS USE COVERAGE AND YOU DID NOT PURCHASE THE BUSINESS USE COVERAGE.**
- 9. FOR REPAIR COSTS OR EXPENSES IF THE VEHICLE IS STILL IN THE MANUFACTURER'S WARRANTY PERIOD OR COVERED BY A RECALL OR SPECIAL POLICY BY THE MANUFACTURER REGARDLESS OF MANUFACTURER'S WILLINGNESS TO PAY FOR REPAIR(S);**
- 10. FOR REPAIR COSTS OR EXPENSES IF THE VEHICLE HAS BEEN ABUSED OR NEGLECTED.**
- 11. FOR ANY ACCIDENTAL LOSS OR DAMAGE RESULTING FROM COLLISION OR UPSET, FALLING MISSILES OR OBJECTS, FIRE, THEFT, ARSON, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, ICE, HAIL, WATER, FLOOD, MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, OR IF THE VEHICLE IS A TOTAL LOSS, HAS BEEN REPOSSESSED OR IS THE SUBJECT OF A REPOSSESSION ACTION, OR FROM ANY OTHER CAUSE WHATSOEVER, EXCEPT AS OUTLINED IN THIS AGREEMENT;**
- 12. THE REPAIR OR REPLACEMENT OF ANY COVERED PART THAT HAS BEEN DAMAGED BY A NON-COVERED PART OR AN IMPROPER REPAIR.**
- 13. THE REPAIR OR REPLACEMENT OF ANY NON-COVERED PART DAMAGED AS A RESULT OF THE BREAKDOWN OF A COVERED PART.**
- 14. FOR LIABILITIES FOR DAMAGE TO PROPERTY OR FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, REPAIR, MAINTENANCE OR USE OF THE VEHICLE, CONTINUED OPERATION OF AN IMPAIRED VEHICLE, WHETHER OR NOT RELATED TO ANY COVERED PART, OR FOR CONSEQUENTIAL LOSSES OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS RESULTING FROM THE OPERATION, MAINTENANCE AND/OR USE OF THE VEHICLE, UNLESS SPECIFICALLY COVERED HEREIN;**

15. FOR REPAIRS TO ANY PART THAT HAS NOT SUFFERED A BREAKDOWN, OR IF THE WEAR ON THE PART HAS NOT EXCEEDED THE PUBLISHED FIELD TOLERANCE, ALLOWED BY THE MANUFACTURER, OR FOR REPAIR COST NOT NECESSARY TO CORRECT A BREAKDOWN, OR FOR DAMAGES OR ANY LOSS RESULTING FROM FAULTY OR NEGLIGENT AUTO REPAIR WORK OR FROM THE INSTALLATION OF DEFECTIVE PARTS;
16. FOR ANY REPAIR COSTS DUE TO CONTAMINATION OF ANY KIND, CORROSION, RUST, RATTLES, WATER LEAKS, WIND NOISES;
17. FOR ANY OF THE FOLLOWING PARTS: BRAKE PADS, SHOES, ROTORS AND DRUMS; WIPER BLADES, WIPER ARMS; BATTERY CABLES; FILTERS OF ANY KIND INCLUDING BUT NOT LIMITED TO, BREATHERS, AND FLUIDS, IF NOT IN CONNECTION WITH A COVERED REPAIR; DRIVE BELTS; PLASTIC OR RUBBER HOSES/LINES; SHOCK ABSORBERS; TIRES, WHEELS, SEALED BEAMS; LIGHT BULBS AND LENSES; NON-FACTORY INSTALLED AUDIO SYSTEMS AND DISC PLAYERS; TELEVISIONS; CAR PHONES; CELLULAR, SATELLITE, OR MICROWAVE COMMUNICATION DEVICES; BRIGHT METAL PARTS; RUBBER MOLDINGS; WEATHER STRIPS; METAL, GLASS OR PLASTIC TRIM; UPHOLSTERY; BODY PANELS; CARPET; ASH TRAYS; CUP HOLDERS; ANY NON-FACTORY INSTALLED PARTS; FASTENERS OF ANY KIND INCLUDING BUT NOT LIMITED TO SCREWS, BOLTS, NUTS, WASHERS, RIVETS, CLIPS; CONVERTIBLE TOP, FRAME AND MECHANISM; SUNROOF TRACK AND MECHANISM; SAFETY RESTRAINT SYSTEMS (SEAT BELTS AND AIR BAGS) OR PART THEREOF; OR
18. BATTERY EXCLUSIONS
- THIS WARRANTY DOES NOT COVER DAMAGE OR FAILURES RESULTING FROM OR CAUSED BY: EXPOSING A VEHICLE TO AMBIENT TEMPERATURES ABOVE 120F (49C) FOR OVER 24 HOURS.
 - STORING A VEHICLE IN TEMPERATURES BELOW -13F (-25C) FOR OVER SEVEN DAYS.
 - LEAVING YOUR VEHICLE FOR OVER 14 DAYS WHERE THE HIGH-VOLTAGE DRIVE TRAIN BATTERY REACHES A ZERO OR NEAR ZERO STATE OF CHARGE.
 - PHYSICALLY DAMAGING THE HIGH-VOLTAGE DRIVE TRAIN BATTERY OR INTENTIONALLY ATTEMPTING TO REDUCE THE LIFE OF THE HIGH-VOLTAGE DRIVE TRAIN BATTERY.
 - EXPOSING THE HIGH-VOLTAGE DRIVE TRAIN BATTERY TO CONTACT WITH A DIRECT FLAME.
 - IMMERSING ANY PORTION OF THE HIGH-VOLTAGE DRIVE TRAIN BATTERY IN WATER OR FLUIDS.
 - OPENING THE HIGH-VOLTAGE DRIVE TRAIN BATTERY ENCLOSURE OR HAVING IT SERVICED BY SOMEONE OTHER THAN A CERTIFIED TECHNICIAN.
 - NEGLECTING TO FOLLOW CORRECT CHARGING PROCEDURES. USE OF INCOMPATIBLE CHARGING DEVICES. CONSEQUENTIAL DAMAGE CAUSED BY THE FAILURE TO REPAIR AN EXISTING PROBLEM.
19. THE HIGH VOLTAGE BATTERY AND DRIVE TRAIN ARE NOT COVERED IF YOU HAVE SELECTED THE MAXIMUM WRAP PLAN.
20. CHARGES FOR: SHOP SUPPLIES, FREIGHT, HAZARDOUS WASTE DISPOSAL, WHEEL ALIGNMENT AND TIRE BALANCE.
21. FOR ANY LOSS ARISING OUT OF THE UNAUTHORIZED ACCESS OR USE OF ANY SYSTEM, SOFTWARE, HARDWARE, OR FIRMWARE, OR ANY MODIFICATION, REPROGRAMMING, DESTRUCTION, OR DELETION OF DATA OR SOFTWARE BY ANY MEANS.

ARBITRATION PROVISION

Any controversy or claim arising out of or relating to this AGREEMENT, or a breach hereof, shall be settled by arbitration according to the Commercial Arbitration Rules of the American Association. Judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof. YOU must notify US in writing of YOUR intent to seek arbitration at the following address:

Prosidium Warranty & Capital
1500A E. College Way PMB 541
Mount Vernon, WA 98273