

**REGISTRATION**

Customer

First

Last

Subscription ID

Employer Group

Email

Phone

Street

City

State

ZIP

Vehicle

Year

Make

Model

Odometer

VIN

Seller

Name

Phone

Street

City

State

ZIP

**SERVICE CONTRACT INFORMATION**

Coverage Tier

Deductible \$100

Term

Term Limit

Contract Start Date

Contract Payment Date

Your Monthly Payment of

is due on the

of each month\*.

*\*Your eligibility to renew this **Contract** will be subject to change with an annual odometer reading done through the Uproar.car mobile app. You may cancel this **Contract** by contacting Uproar.car and You will be prorated any applicable refund.*

Your Responsibilities

*In order to keep this Service Contract valid, You must service and maintain Your Vehicle as recommended by the Manufacturer within 30 days or 1,000 miles of the schedule required by the Manufacturer. Verifiable receipts and work orders from a licensed repair facility showing date(s), mileage and the service(s) performed must be kept and may be required to establish coverage. You may perform required servicing Yourself, provided You maintain a contemporaneous maintenance log and keep all receipts for parts. In order to claim benefits, follow the procedures in the "How to Make a Claim" Section.*

## CERTIFICATION

***I have read the terms of this Service Contract.***

**Customer Initials & Date**

*By Initialing above, I hereby declare that I have fully read the terms of this **Service Contract** including the following sections: "Registration", "Service Contract Information", "Certification", "Key Terms", "Your Responsibilities", "How this **Mechanical Breakdown Service Contract Protects You**", "How to Make a Claim", Coverage Plan Details, "General Contract Exclusions", "Cancellation Provision", "Arbitration Agreement", "Limit of Liability", and "State Changes", and I understand and accept all the provisions therein. There have been no other oral or written agreements or representations made other than those expressly contained in this **Service Contract**. Purchase of this **Service Contract** is optional, and not required to obtain financing. This is a **Service Contract**, not a Warranty. This **Contract** is not an insurance contract. Some of the benefits received under this Contract may duplicate express or implied Warranties that may accompany the purchase of **Your Vehicle**. Replacement will be made with a part that is of a like, kind and quality (i.e. new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of **Your Vehicle**.*

***I have activated my vehicle, received, read, and understand all disclosures in this Contract.***

**Customer Signature & Date**

## KEY TERMS

This **Service Contract** contains several words that have particular meaning and are so important that they are printed in **Bold** type in the **Service Contract**.

1. **Your Vehicle/Covered Vehicle** means the vehicle described in the Registration Section signed by **You**.
2. **Service Contract** or **Contract** means this Limited **Service Contract**.
3. **Obligor** means the Provider and party responsible to You for benefits under this Contract.
4. **Seller** means the entity that **You** purchased **Your Service Contract** from.
5. **We, Us, or Our** refers to the **Obligor** and Provider of this **Service Contract**.
6. **You, Your, Yourself and I** refers to the **Contract** holder which is identified as the CUSTOMER in the Registration Section.
7. The **Administrator** and **Claims Administrator** of this **Service Contract** is ForeSight Services Group, Inc., 2250 Bush Drive, McKinney, TX 75070, 877-681-6633.
8. **Registration Section** means the document that must be attached to and forms a part of this **Contract**. It contains important information regarding **Your Contract**.
9. **Contract Start Date** means the date which all benefits outlined in this **Contract** begin.
10. **Contract Payment Date** means the date which payment occurs.
11. **Term** refers to the length of time covered by this **Contract**, as shown in the Registration Section. Provided the **Monthly Payment** is received by the same day of the month as the **Contract Start Date**, this **Contract** will continue for the original customer and **Vehicle** shown in the Registration Section up to a maximum of 36 months from the **Contract Start Date** or up to **150,000 odometer miles**, unless canceled in writing by **You** or **Us**.
12. **Monthly Payment** means the amount shown in the Registration Section that **You** will be charged each month. **You** will be charged on the same day of the month as the **Contract Start Date**.
13. **Grace Period** means that if your **Monthly Payment** is paid in full within 5 days of the due date, coverage will continue.
14. **Mechanical Breakdown** means the inability of a covered part, when properly cleaned and serviced, to perform the function(s) for which it was designed due to defects in material and/or faulty workmanship in its manufacturing or wear beyond the manufacturer's tolerances or specifications. A **Mechanical Breakdown** will have occurred when the specifications of a covered part exceed the manufacturer's tolerances. (The manufacturer has established tolerances or specifications for the express purpose of defining failure or serviceability of a part. Refer to **Your Vehicle's** owner's manual or a Dealer selling **Your Vehicle** Make and Model for the specifications.)
15. **Cost** means the usual and fair charges to repair or replace a covered part. The maximum **We** will pay for a covered part will not exceed the manufacturer's suggested retail list price. Replacement may be made with a part, which is of a like kind and quality compatible with the original design specifications of **Your Vehicle**, including used, aftermarket or remanufactured parts. **We** will pay for labor to perform repairs and diagnose the cause of a covered **Mechanical Breakdown** subject to established industry time and labor guides published in a commonly available and current national flat rate manual.
16. **Deductible** is the amount shown in the Registration Section that **You** must pay for each covered repair visit.
17. **Light Commercial Vehicle** means any car, truck or van used for the purpose of sales or route service, inspections or examinations, maintenance or repair, construction, gardening, carrying tools to a job site, and vehicles used to provide shuttle services for non-profit organizations. Note: Vehicle eligibility is subject to specific underwriting guidelines.
18. **Warranty** means any other protection for **Your Vehicle** or its parts from the manufacturer or any other source.

## YOUR RESPONSIBILITIES

1. You will be required under this Service Contract to authorize the repair facility to perform any diagnosis or teardown necessary to determine the cause of failure and Cost to repair. You will be responsible for all incurred expenses if the failure or Mechanical Breakdown is not covered by this Contract.
2. Should any payment be made by virtue of this Service Contract for any repair or replacement for which the manufacturer or distributor now or subsequently provides remuneration or recovery, then the Contract holder assigns to the Administrator all rights to such remuneration or recovery not to exceed the amount of the benefit(s) provided under this Contract.

## HOW THIS MECHANICAL BREAKDOWN SERVICE CONTRACT PROTECTS YOU

The **Obligor**, in return for payment of the applicable charge, agrees to repair, replace, or arrange for the payment of the **Cost** to repair or replace the covered parts of **Your Vehicle** when due to a **Mechanical Breakdown** during the **Term** of this **Contract**. **Replacement of any part may be made with like kind and quality, serviceable used or remanufactured parts.** The **Obligor's** maximum limit of liability is the lesser of: The **Cost** to repair **Your Vehicle**, less the **Deductible** - or - the actual cash value of **Your Vehicle** at the time of the **Mechanical Breakdown**, as determined by the most recent National Automobile Dealers Association Used Car Guide.

## HOW TO MAKE A CLAIM

### CONTACT CLAIMS ADMINISTRATOR AT (877) 681-6663

1. **You** must use all reasonable means to protect **Your Vehicle** from further damage. Example: activated warning lights indicate that **You** should stop operating **Your Vehicle** immediately.
2. **You** must authorize a licensed repair facility to perform any diagnosis or teardown necessary to determine the cause of failure and repair **Cost**. **You** are responsible for all incurred expenses if it is determined that the failure or repair is not covered by this **Contract**.
3. **You** must ensure that the repair facility contacts the **Claims Administrator** at 877-681-6633 when the cause of failure and repair **Cost** are determined. The **Claims Administrator** reserves the right to inspect **Your Vehicle** before repairs are performed. Approved service or repairs must be completed and request for payment submitted to Administrator within ninety (90) days of claim approval date and prior to contract expiration date.
4. Depending on the particular failure, maintenance records may be requested from **You** before the **Claims Administrator** will authorize the claim.
5. DO NOT AUTHORIZE REPAIRS UNTIL THE **CLAIMS ADMINISTRATOR** VERIFIES THAT THE **MECHANICAL BREAKDOWN** IS COVERED BY THIS **CONTRACT** AND ISSUES AN APPROVAL NUMBER TO THE REPAIR FACILITY OR **YOUR** CLAIM WILL BE DENIED. (EXCEPTION – SEE EMERGENCY REPAIRS.)
6. It is **Your** responsibility to pay any expenses that are not covered by this **Contract**, including the **Deductible**.

**Emergency Repairs:** If **You** have a **Mechanical Breakdown** that renders **Your Vehicle** inoperable or unsafe to operate outside **Our** normal business hours (Monday - Friday, 8 am to 5 pm Central Time, and Saturday, 10 am to 2 pm Central Time) and when a minor repair, not to exceed a **Cost** of \$500, can be performed that will return **Your Vehicle** to operation, **You** may, at **Your** own discretion, authorize the necessary emergency repairs, subject to the following conditions:

- A. Emergency repairs can only be performed on **Your Vehicle** when **You** cannot obtain approval from the **Claims Administrator** because the **Mechanical Breakdown** occurred outside **Our** normal business hours.
- B. **You** must report the claim directly to the **Claims Administrator** within 5 days from the date the **Mechanical Breakdown** occurred by calling the toll-free claims number **877-681-6633**. Mail-in claims for emergency repairs will not be accepted. **Note: If the Claims Administrator re-opens before repairs to Your Vehicle are completed, You must immediately contact the Claims Administrator for instructions before continuing with the repairs.**
- C. Repairs must be performed by a licensed repair facility, and not exceed a **Cost** of \$500. If repairs are above \$500, **You** must follow the normal claims procedure as previously outlined.
- D. **You** must provide the **Claims Administrator** with a paid receipt.
- E. **You** must save all parts that were replaced and provide them to the **Claims Administrator**, if requested.

**Failure to comply with the above procedures will result in a denial of coverage.**

## TECHNOLOGY PROTECTION COVERAGE

If You purchased the Technology Protection as shown in the Registration Section, covered parts (applies to only OEM installed components) are:

- DVD Players
- Audio Systems, including Radio/CD Players and Amplifiers
- Video and Gaming Systems
- Navigation Systems
- Backup Camera Systems
- Parking Assist Systems
- Touch/Display Screens
- Bluetooth Components

**ANY PART NOT LISTED ABOVE IS NOT COVERED.  
ALL ELECTRICAL WIRING AND CONNECTORS ARE NOT COVERED.**

## GENERAL CONTRACT EXCLUSIONS

This Service Contract does not cover the following listed parts, services, conditions or events:

1. Any item covered by Your Vehicle manufacturer's original Factory Warranty, and any component or equipment not installed by the manufacturer.
2. Any part not specifically listed for coverage in the Coverage Plan Sections. Also, any loss to the vehicle frame and chassis, exhaust system including the catalytic converter, transmission cooler lines and hoses, manual clutch release bearing, clutch pilot bushing or bearing, clutch disc and pressure plate, shock absorbers or MacPherson struts, wheels, wheel studs, convertible top and straps, window and door handles, cellular phones and video entertainment equipment; All fasteners, including, but not limited to: bolts, studs, nuts, pins, clips and retainers (except when required in conjunction with a covered repair). All fabric and liners.
3. Normal maintenance items or parts normally designed to be serviced or replaced periodically during the life of Your Vehicle, such as, but not limited to: oil, coolant, fluids, lubricants, refrigerants, filters, (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, sealed beams, lenses, LED lights, headlamp assemblies, fuses, wiper blades and arms, battery and battery cable, drive belts, coolant and vacuum hoses, brake rotors, brake drums, brake pads and linings, weather strips.
4. Adjustments and cleaning, alignments and wheel balancing, freight charges, environment disposal fees, storage charges, and shop supplies.
5. Any repair or replacement of a covered part that has not been authorized by the Claims Administrator prior to the repair being performed, except as outlined in "Emergency Repairs" within the "How to Make a Claim" Section.
6. Any loss caused by the failure of any other part of Your Vehicle that is not included for coverage in this Contract, regardless if the resulting damage is to a covered part. This includes but is not limited to water leaks and wind noise.
7. Liability for damage to property or injury to or death of any person arising from the operation, maintenance or use of Your Vehicle, whether or not related to the parts covered by the Contract.
8. Any loss caused by collision or near-collision, breakage of glass, missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, lightning, contamination, rust, corrosion, freezing, smoke, acts of God or any cause whatsoever except as provided in the Contract.
9. Any loss that should be covered by a manufacturer's Warranty, repairer's guarantee, or any recall issued by a manufacturer which addresses the Contract holder's complaint.. Components or parts covered by any other Warranty are not covered by this Contract until expiration of the manufacturer, supplier, or other Warranty. Any loss from an improper previous repair is not covered. The Service Contract does not guarantee the performance of any repair facility or technician.

10. Any loss if the odometer has been broken, disconnected or altered, or in any way does not represent Your Vehicle's true and correct mileage; (Note: It is a federal offense to alter Your Vehicle's odometer)
11. Repair or replacement and/or any loss caused by, or related to, any mechanical or vehicle alteration and/or modification not recommended by the manufacturer of Your Vehicle. This would include, but is not limited to, the installation of any high performance equipment, lift kits, lowering kits, incorrect tires/wheels or removal of any emission devices.
12. Incidental or consequential damages such as loss of use of Your Vehicle, inconvenience or commercial loss; (Note: Some states do not allow exclusion or limitation of incidental or consequential damages, so this limitation/exclusion may not apply to you.)
13. Any loss resulting from the failure to have the recommended maintenance services performed for Your Vehicle; Any loss due to contaminated fuel, lubricants, coolant, or damage caused by a buildup of carbon or sludge, restricted oil passages or contamination; Any loss caused by the lack of necessary and proper amounts or types of filters, lubricants or coolant is not covered, including, but not limited to, damage resulting from loss of lubricants or coolant due to the failure of a covered part.
14. Any loss to Your Vehicle if used for competitive driving, racing, off-road use, hire to the public, rental, pool cars, or if Your Vehicle is equipped for or used as a snow plow or emergency vehicle. Vehicles used commercially for any purpose other than those defined under Light Commercial Use Vehicle are not covered, e.g., limousine, taxi or ride-sharing services, wrecker services, cable installation, farming or ranching, hauling, mining or forestry.
15. Any loss to Your Vehicle if used for towing a trailer or another vehicle or object unless properly equipped beforehand for this purpose as recommended by the manufacturer.
16. Any loss due to neglect, abuse or misuse of Your Vehicle, or failure to protect Your Vehicle from further damage.
17. Any loss to a vehicle that has ever been declared a salvaged, reconstructed or similar type title vehicle.
18. All electric powered, or hybrid fuel parts including, but not limited to: electric fuel cells, regenerative braking systems, or electronic memory systems. Any parts or components of a natural gas/propane fuel system. Note: A Hybrid vehicle is any vehicle that uses alternative or electric fuel sources.
19. Repair or replacement of any part will not be covered unless an actual Mechanical Breakdown has occurred. A reduction in performance of any part, including engine valves and rings, is not covered if the part is operating within the original manufacturer's specifications for Your Vehicle.
20. Any repair or replacement of a covered part which has not failed but which a repair facility recommends or requires be repaired or replaced. Any cost to modify, convert or retrofit original equipment, or any parts that have been updated by the manufacturer for the sole purpose of betterment is not covered.
21. No benefit is provided for a condition which existed prior to the Service Contract Start Date. *(Pre-existing conditions are specifically excluded).*