



VEHICLE SERVICE CONTRACT

NEAR NEW PLAN

CALIFORNIA

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INTRODUCTION

THIS VEHICLE SERVICE CONTRACT IS NOT A MECHANICAL BREAKDOWN INSURANCE CONTRACT, AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE CONTRACT, NOR AN EXPRESS, IMPLIED, GENERAL OR EXTENSION OF A WARRANTY. IT IS NOT A CONDITION OF SALE OF THE VEHICLE.

A. IMPORTANT INFORMATION:

- This CONTRACT provides for the repair or replacement of many mechanical and electrical non-maintenance parts that may experience a MECHANICAL BREAKDOWN under normal, non-commercial use, as the result of a defect in materials or workmanship. The coverage provided under this CONTRACT may duplicate some warranty coverage. Please see section **“IV. WHAT IS NOT COVERED”**, page “9” for more details.
- A MECHANICAL and ELECTRICAL BREAKDOWN means the inability of a properly maintained part covered under this CONTRACT to perform the function for which it was designed, due solely to a defect in materials or workmanship. MECHANICAL and ELECTRICAL BREAKDOWN does not mean the gradual reduction in operating performance due to wear and tear.
- During the FACTORY WARRANTY period, this CONTRACT provides rental car benefits for repairs covered under the FACTORY WARRANTY. MECHANICAL and ELECTRICAL BREAKDOWN coverage under this CONTRACT begins when the FACTORY WARRANTY has expired by either time or mileage, whichever occurs first.
- This CONTRACT booklet defines the coverage for YOUR VEHICLE. No other coverage is expressed, implied, nor can anyone change the terms of coverage stated herein. Coverage under this CONTRACT is not subject to any error, omission, or misrepresentation whether written or verbal, on the part of any seller, vendor or individual. Please see section **“II. COVERAGE”**, page “6” for more details.

B. REPAIR AUTHORIZATION:

- Repairs claimed for coverage under this CONTRACT must be pre-approved by the ADMINISTRATOR before the work can be performed. Any expense(s) incurred without first receiving PRIOR AUTHORIZATION when PRIOR AUTHORIZATION is required will not be covered. Please see section **“III. YOUR OBLIGATIONS”**, subsection **“B. IN THE EVENT OF A BREAKDOWN”**, page “8”, for more details.

C. TERM OF COVERAGE:

- **New Vehicle and Certified Additional Coverage Plans:** The coverage provided under the Honda Care New and Certified Additional Coverage plans begin on the date YOU purchased YOUR CONTRACT and expires when the number of months for the plan term, calculated from the IN-SERVICE DATE is reached or if the stated maximum plan term mileage is reached. The IN-SERVICE DATE is defined as the date the VEHICLE was first placed in service or sold to the original retail purchaser or the date that the VEHICLE was first placed in service as a demonstrator. Please see section **"I. KEY TERMS"**, page "4" for assistance with definitions.
- **Near New Plans:** The coverage provided under the Honda Care Near New plans begin on the date YOU purchased YOUR CONTRACT and expires when the number of months for the plan term, calculated from the purchase date is reached or if the stated maximum plan term mileage is reached. Please see section **"I. KEY TERMS"**, page "4" for assistance with definitions.
- **Pre-Owned Plans:** The coverage provided under the Honda Care Pre-Owned plans begin on the date YOU purchased YOUR CONTRACT and expires when the number of months for the plan term, calculated from the purchase date is reached or if the added plan term mileage is reached. Please see section **"I. KEY TERMS"**, page "4" for assistance with definitions.

D. EXPIRATION OF COVERAGE FOR ALL PLANS:

- The coverage for YOUR VEHICLE expires on the CONTRACT EXPIRATION DATE or when the VEHICLE's odometer reaches the CONTRACT EXPIRATION MILEAGE, whichever occurs first. Both the EXPIRATION DATE and EXPIRATION MILEAGE are identified on CONTRACT IDENTIFICATION PAGE which is located on the inside front cover of this CONTRACT. Please see section **"I. KEY TERMS"**, page "4" for assistance with definitions.

E. CONSENT TO CONTACT YOU:

- YOU expressly consent to OUR using prerecorded/artificial voice messages, text messages and/or automatic dialing equipment while servicing YOUR account, as allowed by law. YOU agree that call to or from US may be monitored and or recorded, as allowed by law.

I. KEY TERMS

- **ADMINISTRATOR:** means American Honda Finance Corporation.
- **AMERICAN HONDA:** means American Honda Motor Co., Inc.
- **BRANDED or SALVAGE TITLE:** means any vehicle that has been deemed a total loss as the result of, but not limited to the following reasons: collision, fire, flood, that has been junked, salvaged, rebuilt, or reconstructed, if the odometer has been rolled back or tampered with, or has been subject to a manufacturer's buyback under any state lemon law.
- **COMMERCIAL USE and COMMERCIAL PURPOSE(S):** means any use of YOUR VEHICLE for trade or business to generate income, whether full or part time, including but not limited to: deliveries, service calls, hauling, plowing, rental, carrying passengers for hire, law enforcement, fire, ambulance or emergency services.
- **COMMERCIAL USE OPTION:** applies if YOU have chosen to purchase commercial coverage and its use is not excluded, within section "IV.", subsection "C."
- **CONTRACT:** means this Vehicle Service Contract.
- **DEALER:** means an authorized Honda dealership.
- **EFFECTIVE DATE and MILEAGE:** means the date and mileage that YOUR CONTRACT coverage begins. The following defines when YOUR coverage begins by plan type:
 - **New, Near New and Certified Additional Coverage:** Coverage begins from the date YOU purchased YOUR CONTRACT.
 - **Pre-Owned:** Coverage begins from the date YOU purchased YOUR CONTRACT and at the miles on the odometer on that date.
- **EXPIRATION DATE and MILEAGE:** means the date and/or mileage when YOUR CONTRACT is no longer active. The following defines when YOUR coverage ends by plan type:
 - **New and Certified Additional Coverage:** YOUR CONTRACT expires when the number of months for the plan term, calculated from the IN-SERVICE DATE is reached or if the stated maximum plan term mileage is reached, whichever occurs first.
 - **Near New:** YOUR CONTRACT expires when the number of months for the plan term, calculated from the purchase date is reached or if the maximum plan term mileage is reached, whichever occurs first.

- **Pre-Owned:** YOUR CONTRACT expires when the number of months for the plan term, calculated from the purchase date is reached, or if the added plan term mileage is reached, whichever occurs first.
- **FACTORY WARRANTY:** means the American Honda New Car Limited Warranty furnished to YOU at the time YOU purchased YOUR VEHICLE.
- **FACTORY WARRANTY REPAIR SERVICE:** means a repair by YOUR DEALER of YOUR VEHICLE under the FACTORY WARRANTY.
- **IDENTIFICATION PAGE:** means the page on the inside front cover of this CONTRACT.
- **IN-SERVICE DATE:** means the date YOUR VEHICLE's American Honda New Car Limited Warranty was activated and first put into service or sold to the original retail purchaser, or the date the VEHICLE was first placed in service as a demonstrator, not the date YOU purchased YOUR VEHICLE.
- **MECHANICAL and ELECTRICAL BREAKDOWN:** means the inability of a properly maintained part, covered under this CONTRACT to perform the function for which it was designed, due solely to a defect in materials or workmanship. MECHANICAL or ELECTRICAL BREAKDOWN does not mean the gradual reduction in operating performance due to wear and tear.
- **PRIOR AUTHORIZATION:** means the approval of the covered repair, and the approval number issued by the ADMINISTRATOR. In the event of a MECHANICAL or ELECTRICAL BREAKDOWN when emergency repairs must be performed by a facility other than YOUR HONDA DEALER, **YOU must notify the ADMINISTRATOR and obtain PRIOR AUTHORIZATION before any repairs are performed on YOUR VEHICLE. Any expense(s) incurred without first receiving PRIOR AUTHORIZATION when PRIOR AUTHORIZATION is required will not be covered.**
- **REPAIR COST:** means the part and labor expense (and taxes, if applicable) necessary to repair or replace a covered part due to a MECHANICAL or ELECTRICAL BREAKDOWN, and to repair or replace any component damaged as a direct result of a MECHANICAL or ELECTRICAL BREAKDOWN of a covered part. REPAIR COST is determined by YOUR DEALER's regular retail parts prices up to Manufacturer's Suggested Retail Price (MSRP) and labor times as listed in the current Honda Warranty Flat Rate Manual.
- **UNITED STATES:** means the 50 UNITED STATES and the District of Columbia, and does not include Puerto Rico, Guam or other territories and possessions of the United States of America.
- **VEHICLE and YOUR VEHICLE:** means the VEHICLE identified on the IDENTIFICATION PAGE of this CONTRACT.
- **WE, US and OUR:** means the service contract provider, American Honda

Protection Products Corporation, a wholly owned subsidiary of AMERICAN HONDA, P.O. Box 2225, Torrance, California 90509-2225, (800) 999-5901 (California License #0G22789) and its affiliates, parents, and subsidiaries. In Florida, **WE, US, and OUR mean American Honda Service Contract Corporation (Florida License #60083)** and its affiliates, parents, and subsidiaries.

- **YOU and YOUR:** means the CONTRACT holder named on the IDENTIFICATION PAGE, as the person(s) entitled to coverage and benefits under this CONTRACT.
- **YOUR DEALER:** means the HONDA DEALER where this CONTRACT was purchased.

II. COVERAGE

WE will arrange for the repair or replacement of covered parts, and any component damaged by a covered part, as provided below, or pay the REPAIR COST for repair or replacement due to a MECHANICAL or ELECTRICAL BREAKDOWN during the CONTRACT period. The CONTRACT period begins on the EFFECTIVE DATE and MILEAGE and ends on the EXPIRATION DATE and MILEAGE (shown on the IDENTIFICATION PAGE), whichever occurs first.

- All duties stated herein of the ADMINISTRATOR are the ultimate responsibility of the Obligor.
- The ADMINISTRATOR will make the final decision whether to repair or replace any existing part or assembly. All parts replaced under this CONTRACT become the property of AMERICAN HONDA.
- OUR agreement is subject to the satisfaction of all terms and conditions of this CONTRACT. The aggregate limit of liability for this CONTRACT shall not exceed the following: no single claim can exceed the current retail value of YOUR VEHICLE immediately prior to breakdown (as determined by nationally recognized used vehicle price guides), and the total of all claims cannot exceed the amount YOU paid for YOUR VEHICLE (exclusive of tax, license, other fees, or add on accessories).

A. PARTS:

All Honda Genuine Mechanical and Electrical parts are covered by this CONTRACT, subject to the terms and conditions herein and **EXCEPT AS EXCLUDED BY SECTION "IV."** Repairs and replacements will be made with new or remanufactured Honda Genuine or AMERICAN HONDA authorized parts of like kind and quality.

B. RENTAL BENEFITS:

If YOU require alternate transportation due to a covered MECHANICAL or ELECTRICAL BREAKDOWN or FACTORY WARRANTY REPAIR SERVICE, this CONTRACT provides reimbursement for the expense of a rental vehicle up to \$35 per day to a maximum of six (6) days and \$210 per repair visit.

- This CONTRACT also provides for the reimbursement for rental expenses in the event YOUR VEHICLE is inoperable or unsafe to drive, and YOUR VEHICLE is at the dealership awaiting the delivery of parts for a covered MECHANICAL or ELECTRICAL BREAKDOWN or FACTORY WARRANTY REPAIR SERVICE.
- This CONTRACT does not provide rental benefits for repairs/services performed under, but not limited to, product recalls, vehicle inspection, service bulletins, product updates, dealer or repair facility guarantees, other service contracts, or any type of insurance coverage or accident related repairs.
- Rental reimbursement for repair and parts waiting time cannot exceed the maximum number of days allowable under this CONTRACT. The substitute vehicle must be rented from a licensed rental agency, a HONDA DEALER or an authorized repair facility. Reimbursement is based on the Honda Warranty Flat Rate Time required to repair YOUR VEHICLE according to the following table:

Repair Time Required	Number of Days Allowed	Maximum Reimbursement
0.1 – 8.0 Hours	2	\$70
8.1 – 16.0 Hours	3	\$105
16.1 – 24.0 Hours	4	\$140
24.1 – 32.0 Hours	5	\$175
Over 32 Hours	6	\$210

Rental Vehicle Reimbursement is valid only for expenses actually incurred from the date of the MECHANICAL or ELECTRICAL BREAKDOWN or FACTORY WARRANTY REPAIR SERVICE until the date repairs are completed, and is subject to the benefit allowances as specified above. **COVERAGE EXCLUDES ANY EXPENSE FOR ITEMS SUCH AS MILEAGE, GASOLINE, MAINTENANCE, INSURANCE, OR COLLISION DAMAGE WAIVER CHARGES, OR OIL CHANGES.**

AMERICAN HONDA IS NOT RESPONSIBLE FOR DELAYS ARISING FROM SITUATIONS BEYOND OUR CONTROL SUCH AS DEALER SCHEDULING OR YOUR INABILITY TO OBTAIN A RENTAL VEHICLE

DUE TO RENTAL AGENCY REQUIREMENTS OR OTHER RESTRICTIONS.

C. EMERGENCY TRIP INTERRUPTION REIMBURSEMENT:

Emergency Trip Interruption Reimbursement – If a MECHANICAL BREAKDOWN disables YOUR VEHICLE more than 100 miles from YOUR residence, WE will reimburse YOU for receipted expenses YOU incur for food and accommodations for the first three consecutive days while YOUR VEHICLE is being repaired. **Reimbursement is limited to \$100 per day, with a maximum benefit not to exceed \$300.**

THIS BENEFIT REQUIRES PRIOR AUTHORIZATION by calling **1-800-594-7400** before incurring trip interruption expenses. The telephone number is available 24 hours a day, 365 days a year.

III. YOUR OBLIGATIONS

A. MAINTENANCE:

YOU must perform maintenance services, at the proper intervals, according to the requirements of YOUR VEHICLE Owner's Manual or as otherwise specified by AMERICAN HONDA. YOU must retain all maintenance records (the original receipts or invoices confirming all maintenance has been performed during the period YOU have owned or leased YOUR VEHICLE) as they may be requested from YOU in order to validate eligibility for coverage. Failure to perform any maintenance service(s) may result in the denial of coverage if the MECHANICAL or ELECTRICAL BREAKDOWN, could have been caused by YOUR failure to properly maintain YOUR VEHICLE.

B. IN THE EVENT OF A BREAKDOWN:

- Take YOUR VEHICLE to YOUR DEALER (meaning the HONDA DEALER where this CONTRACT was purchased). Give YOUR CONTRACT information to YOUR DEALER. They will contact the ADMINISTRATOR for approval on YOUR behalf.
- If it is not practical to take YOUR VEHICLE to YOUR DEALER, take YOUR VEHICLE to the nearest HONDA DEALER in the UNITED STATES or Canada. Give YOUR CONTRACT information to the DEALER. They will contact the ADMINISTRATOR for approval on YOUR behalf.
- In the event of an emergency, and both of the foregoing are not possible, have YOUR VEHICLE taken to the nearest licensed repair facility. YOU must obtain PRIOR AUTHORIZATION from the ADMINISTRATOR by calling TOLL FREE 1-800-999-5901 BEFORE INCURRING ANY REPAIR COSTS. Any expense(s) incurred without

first receiving **PRIOR AUTHORIZATION** when **PRIOR AUTHORIZATION** is required will not be covered.

- **YOU must give authorization to the HONDA DEALER or repair facility for diagnosis/tear-down as necessary in order to diagnose a problem. If the MECHANICAL or ELECTRICAL BREAKDOWN is covered by this CONTRACT, WE will pay the reasonable cost of diagnosis/tear-down as a part of the covered MECHANICAL or ELECTRICAL BREAKDOWN. This CONTRACT does not cover the cost of diagnosis/tear-down if the MECHANICAL or ELECTRICAL BREAKDOWN is the result of a non-covered part or condition.**
- **WE reserve the right to inspect YOUR VEHICLE to gather necessary information regarding any claim presented for coverage under this CONTRACT.**
- **YOU must pay any applicable deductible to the HONDA DEALER or authorized repair facility. The deductible is the amount of the REPAIR COST YOU must pay per visit, for the repair of one or more MECHANICAL or ELECTRICAL BREAKDOWNS covered by this CONTRACT. YOUR deductible is specified on the IDENTIFICATION PAGE of this CONTRACT.**

IV. WHAT IS NOT COVERED

A. NON-COVERED PARTS, MAINTENANCE ITEMS, AND SERVICES:

YOUR VEHICLE is comprised of thousands of parts, many of which are mechanical in nature, and, therefore, eligible for coverage. The following is a listing of non-mechanical and non-electrical parts and common maintenance items, which are specifically excluded from coverage. Any part(s) not excluded below are eligible for coverage in the event they experience a covered MECHANICAL or ELECTRICAL BREAKDOWN as defined under section “**I, KEY TERMS**”.

1. **Any parts or accessories other than genuine Honda or AMERICAN HONDA authorized parts.**
2. **Any communication, navigational or audio/video entertainment systems that become unusable or unable to function as intended due to changes in content, technology or wireless service. Damage from improper repair or update to covered components.**
3. **Frame, body mount bushings, sub frame(s), sub frame mounting bushings, primary body structure/welded assemblies, body sub seals, weather strip, or any seal preventing water intrusion, core support, header panel, grille, hood, fenders, inner fenders, doors, rear hatch, trunk lid, tailgate, spoilers, fascia, air dams, composite panels, bumpers, bumper covers, soft or hard convertible tops, all window**

glass, sun roof/moon roof glass, all mirror glass (except for electronic failure of the auto-dimming mirror), all rear or side view mirror housings/frames (except for heated mirror glass failure), and brackets, outside ornamentation, emblems, garnish, moldings, roof ditch moldings, bright metal, chrome trim, stainless trim, paint (except for covered hinges painted to match the original vehicle color), headlamp housings, taillight housings, side marker lamp housings, lenses, and bezels, non-LED lighting assemblies, cosmetic failure on vehicle body or structural damage.

4. Steering wheel, dash panel, dash pad, glove box door, floor or overhead consoles (except dome light failure), door and other interior panels, armrests, seat upholstery, seat padding, headliner, cargo covers/sun shades (except for failure of the retractor mechanism), sun visors (except for the sun visor support and vanity mirror), carpet, floor mats, any sound deadener, underlayment, insulation or water shields, in-vehicle vacuum system filters, canister bags, hoses, and attachments/accessories, door handles, window handles, buttons, knobs, boots, cup holders, gas, brake, and clutch pedal pads.
5. Exhaust system head pipes, mufflers, resonators, tailpipes, hangers, heat shields, gaskets (except for exhaust manifold to cylinder head gasket), and related fastening hardware.
6. All fuel, lubricants, coolants or other fluids, or air conditioning refrigerant unless required as part of a covered MECHANICAL or ELECTRICAL BREAKDOWN.
7. Fuses, wiper blades, fuel hoses, radiator hoses, heater hoses, vacuum hoses (except for those hoses with crimped fittings), spark plugs, spark plug wires, PCV valve, belts, timing belt when replaced as routine maintenance, all filters, including but not limited to oil filters, air filters, cabin filters, fuel filters, batteries (except for nickel/metal hydride, lithium ion, and polymer lithium ion batteries used in hybrid vehicles), battery cables, clutch disc, pressure plate, throw out bearing, pilot bushing/bearing, disc brake pads, disc brake rotors, brake drums, brake and parking brake shoes.
8. All fastening/securing hardware for non-covered parts/ components – e.g., straps, nuts, bolts, studs, screws, clips, clamps, pins etc. stripped or cross threaded fasteners, and any stripped or cross threaded drain plugs.
9. Airbags deployed for any reason, seat belts except for the seat belt latch sensor (if YOU believe there is a defect in any of these parts, please contact YOUR HONDA DEALER immediately).
10. Tires, wheels, valve stems, except for electronically failed TPMS sensors, wheel covers, trim rings, center caps, wheel studs, lug nuts,

wheel locks.

11. Alignments of any kind, wheel balancing, valve adjustments or any other adjustments, calibrations, tightening, updates, or reprogramming of any kind, unless required as part of a covered MECHANICAL or ELECTRICAL BREAKDOWN.

B. EVENTS AND CIRCUMSTANCES:

The following is a listing of events and circumstances that are beyond OUR control and, therefore, are not eligible for coverage under this CONTRACT.

1. Any expense(s) incurred without first receiving PRIOR AUTHORIZATION when PRIOR AUTHORIZATION is required will not be covered.
2. Covered parts damaged as the result of the failure of a non-covered part are not eligible for coverage.
3. Continued use of YOUR VEHICLE after a MECHANICAL or ELECTRICAL BREAKDOWN has occurred, when such use leads to consequential damage that could have been prevented by YOU.
4. Failure to stop driving or protect YOUR VEHICLE from further damage after the oil pressure warning light/gauge or temperature warning light/gauge indicates a problem. YOU are responsible for making sure that the oil warning light/gauge and temperature warning light/gauge are functioning before driving YOUR VEHICLE. In the event a warning light/gauge indicates a problem, safely pull YOUR VEHICLE to the side of the road and contact Roadside Assistance to have YOUR VEHICLE taken to the nearest HONDA DEALER.
5. Any repairs(s) where the VEHICLE's odometer has been inoperative or altered, so that it is impossible to determine the VEHICLE's actual and true mileage.
6. Any MECHANICAL or ELECTRICAL BREAKDOWN resulting from engine over rev, overheating, hydro lock, contaminated fluids or lubricants, improper or inadequate maintenance, lack of lubrication, run low fluid or oil condition, varnish, sludge, carbon buildup or deposits, improper programming, improper adjustments, consequential damage resulting from negligence, error, omission, improper installation/repairs, or servicing on the part of any servicing dealer, repair facility, an individual, or YOU.
7. Improper towing, overloading, snow plowing, wheel spin, misuse, abuse, or using the VEHICLE in any manner not recommended by AMERICAN HONDA.
8. Racing, competitive driving activities, drifting, modification, alteration, tampering, disconnection, or the installation of aftermarket

performance parts including but not limited to: cold air intakes; strut tower braces; headers; exhaust systems; adjustable fuel rails; nitrous oxide (NOS); and/or performance/racing clutches.

9. Any other aftermarket part or accessory that caused or contributed to a **MECHANICAL** or **ELECTRICAL BREAKDOWN** or any structural modification that may have contributed to or caused damage to covered components.
10. All required or recommended maintenance services/procedures that apply to **YOUR VEHICLE**. Failure to maintain proper fluid levels or perform maintenance services at the proper intervals, according to the requirements of **YOUR VEHICLE's** Owner's Manual or as otherwise specified by **AMERICAN HONDA**.
11. Failure to provide verifiable maintenance receipts/records, showing the date and **VEHICLE** mileage at the time of service. Receipts/records pertaining to covered parts requiring routine maintenance, and which sustain a **MECHANICAL** or **ELECTRICAL BREAKDOWN**, may be requested in order to determine eligibility for coverage.
12. Damage resulting from low fluid levels, or the use of any fuels, fluids or lubricants other than those specified by **AMERICAN HONDA**.
13. Any **MECHANICAL** or **ELECTRICAL BREAKDOWN** or accidental damage resulting from environmental or external causes such as: collision; fire (regardless of the cause); theft; vandalism; war; riot; explosion; volcanic eruptions; earthquakes; storms; floods; lightning; windstorm; firestorm; hail; sand; ice; freezing; hurricanes; tornados; tsunamis; seiche waves or other acts of nature; rust; corrosion; water intrusion; water leaks; acid rain; fallout; salt; tree sap; exposure to the elements; or any other cause beyond the reasonable control of the parties.
14. Damage caused by vermin (e.g. mice, rats, squirrels) or any other animal, reptiles (e.g. lizards, snakes), insects, arachnids, arthropods, and fowl.
15. Rattles, odors, water leaks, air leaks, wind noise, vibration, deterioration, discoloration, distortion, deformation and/or fading.
16. Any service that is recommended pursuant to recall announcements by **AMERICAN HONDA** that applies to **YOUR VEHICLE**. **MECHANICAL** or **ELECTRICAL BREAKDOWN** of an otherwise covered part if **YOU** fail to have the **VEHICLE** repaired pursuant to a notice of recall, and such repair would have prevented the **MECHANICAL** or **ELECTRICAL BREAKDOWN**.
17. Any consequential, incidental, or financial damages, including but not limited to: loss of use of the **VEHICLE**; loss of time; inconvenience;

lost revenue; failure to realize expected savings; or any other economic loss of any kind.

18. Cleaning, polishing, normal wear or deterioration of any part. Any item that concerns YOUR VEHICLE's general appearance, or repairs to correct cosmetic flaws of any kind.
19. Any repair, replacement or reimbursement covered by any warranty, limited warranty, dealer or repair facility guarantee, other service contract, or any insurance coverage.
20. **Any condition or MECHANICAL or ELECTRICAL BREAKDOWN that existed prior to the purchase of this CONTRACT.**
21. **Any VEHICLE that has ever been declared a total loss or sold for salvage by a financial institution or insurer, or that has been issued a "SALVAGE" or "BRANDED TITLE" under any state's law.**
22. If the VEHICLE's FACTORY WARRANTY has been voided.
23. Any repairs performed outside the UNITED STATES or Canada.
24. Repairs prohibited by law or governmental authority.

C. COMMERCIAL USE:

1. Any repair(s) if YOUR VEHICLE has been used, as determined by the ADMINISTRATOR, for COMMERCIAL PURPOSE(S) whether or not YOUR VEHICLE is licensed for COMMERCIAL PURPOSE(S) or registered to a business or corporation is prohibited, **UNLESS YOU** have purchased the COMMERCIAL USE OPTION (surcharge may apply).
 - This exclusion does not apply if YOU have purchased the COMMERCIAL USE OPTION, and the intended use is not specifically prohibited below:
 - Vehicles used for the following purposes are not eligible for coverage under any Honda Care Contract: Snow plowing; rental vehicles; school bus; taxi service; limousine service; shuttle service; towing; law enforcement or security services of any kind; fire prevention/fighting; park ranger; rescue services; emergency services; and ambulance service.
2. Installation of any non-standard equipment to specifically facilitate COMMERCIAL USE.

- **This exclusion does not apply to vehicles registered to a licensed, accredited or otherwise state approved driver's training school, and is limited to the installation of instructor required dual steering, braking or accelerator controls. Please note: any non-standard equipment installed to facilitate use as a driver's training vehicle is not covered under this CONTRACT. Any damage that may result from the installation of such parts is not eligible for coverage under this CONTRACT, or any Honda Care Vehicle Service Contract.**

V. CANCELLATION OF CONTRACT

- A. On or before sixty (60) days following the commencement of the CONTRACT period:
- YOU may cancel this CONTRACT and receive a full purchase price refund, if no services have been rendered to or on behalf of YOU.
 - If services have already been rendered to or on behalf of YOU, the refund will be the lesser amount calculated as:
 - A time pro-ration based upon the time expired; or
 - A mileage pro-ration based upon the number of miles driven.
- B. After sixty (60) days following the commencement of the CONTRACT period, YOU may cancel this CONTRACT. Whether or not services have been rendered to or on behalf of YOU, the refund will be the lesser amount calculated as:
- A time pro-ration based upon the time expired; or
 - A mileage pro-ration based upon the number of miles driven.

ALL CANCELLATION REFUNDS AFTER SIXTY (60) DAYS ARE SUBJECT TO A PROCESSING FEE OF 10% OF THE PRICE YOU PAID FOR THIS CONTRACT OR \$25, WHICHEVER IS LESS.

- C. To cancel this contract, return this CONTRACT to YOUR DEALER, and complete a Cancellation Request Form. If you are unable to return to YOUR DEALER, you may contact the ADMINISTRATOR to cancel.
- The ADMINISTRATOR will issue a refund, if any, to YOU. However, if YOU financed this CONTRACT, the refund may be payable to the lender or finance company (if any) that financed the purchase of this CONTRACT **unless YOU provide the ADMINISTRATOR with written verification from the lender or finance company that the amount financed has been repaid in full.**
 - If YOU financed the purchase of this CONTRACT, YOU may be required to send a written cancellation notice to the lender under a retail installment contract or loan (the "Finance Agreement"). This may not be the same contract, lease or purchase plan signed by YOU to purchase

or lease YOUR VEHICLE. Payment according to the Finance Agreement constitutes payment to YOU, and YOU agree that YOU have no claim against the ADMINISTRATOR, US, or the HONDA DEALER based upon such payment.

- Please refer to the cancellation section of the Finance Agreement for instructions. In the event of repossession or total loss, the lender may cancel this CONTRACT. The provisions of section “V.” apply to all cancellation requests. No other rights or benefits under this CONTRACT transfer to the lender.
- **A REFUND SHALL TERMINATE THIS CONTRACT. IF CANCELED, COVERAGE CANNOT BE REINSTATED.**

VI. ARBITRATION

Any controversy or claim arising out of or relating to this CONTRACT, or a breach hereof, shall be settled by arbitration according to the California Arbitration Act. YOU and WE shall each pay a pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by neutral arbitrator, not including counsel fees or witness fee or other expenses incurred by YOU or US for our individual benefit. In the event YOU are indigent, all fees and costs charged to or assessed, exclusive of arbitrator fees, shall be waived. YOU will not be required to pay any fees and costs, including, but not limited to, the fees and costs of the arbitrator, provider organization, attorney, or witness incurred by US in the event YOU do not prevail in the arbitration. Judgment upon the Arbitrator’s award may be entered in any court having jurisdiction thereof. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. **YOU must notify the ADMINISTRATOR in writing of YOUR intent to seek arbitration at the following address:**

American Honda Finance Corporation
P.O. Box 2225
Torrance, CA 90509-2225
Attn: Honda Care Contract Services

VII. NOTICE

The contents of this CONTRACT should be interpreted and understood within the meaning of a “Service Contract” as referred to in Public Law #93-637.

BY ENTERING INTO THIS CONTRACT, YOU DO NOT WAIVE ANY WARRANTIES THAT MAY BE IMPLIED BY LAW. Further, YOU are advised that there are state and federal laws that protect YOUR interests as a consumer. If a problem cannot be resolved with the ADMINISTRATOR, YOU may have other rights and remedies available to YOU.

If YOU have any questions regarding this CONTRACT, please contact Honda Care Contract Services at 1-800-999-5901.

Unless expressly stated otherwise herein, the obligations of the provider under this CONTRACT are backed by the full faith and credit of the provider:

American Honda Protection Products Corporation
P.O. Box 2225
Torrance, CA 90509-2225
Attn: Honda Care Contract Services

If any promise made in this CONTRACT has been denied or has not been honored within 60 days after YOUR request, YOU may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

VIII. TRANSFER OF CONTRACT

The original retail CONTRACT purchaser may transfer this CONTRACT to a purchaser of the VEHICLE (private party to private party) for the remainder of the original CONTRACT period.

A. TRANSFER PROCEDURES:

Return to YOUR DEALER, complete the Transfer of Contract form provided by YOUR DEALER, and present the following items:

- a. This CONTRACT;**
- b. A \$50.00 transfer fee payable to YOUR DEALER; and**
- c. Documentation evidencing private party sale change of ownership and odometer reading (the actual miles traveled, measured by an operative, unaltered odometer) on the date of transfer.**

B. TRANSFER CONDITIONS:

- a. THIS CONTRACT CAN ONLY BE TRANSFERRED TO A PRIVATE OWNER, WITHIN 20 DAYS OF CHANGE OF VEHICLE OWNERSHIP. ADDITIONALLY, ALL REMAINING UNDERLYING WARRANTIES MUST BE TRANSFERRED TO THE NEW OWNER.**
- b. THIS CONTRACT CANNOT BE TRANSFERRED TO ANOTHER VEHICLE, TO A VEHICLE DEALER OR TO THE CUSTOMER OF A VEHICLE DEALER, OR TO A LENDER.**
- c. A transferee may not transfer this CONTRACT to a subsequent purchaser of the VEHICLE. Upon transfer of the VEHICLE by a transferee to a subsequent purchaser, this coverage is no longer in force.**

TRANSFER OF CONTRACT

To initiate this CONTRACT transfer, YOU must transfer, in writing, this CONTRACT within 15 days following the sale by YOU of the covered VEHICLE.

A \$50.00 transfer fee must be included with YOUR written notice and made payable to YOUR DEALER.

YOUR DEALER will notify the ADMINISTRATOR. On or about 30 days after receipt of the written transfer notice and \$50.00 transfer fee, a new CONTRACT, will be issued to the new owner of the VEHICLE.

Current Owner Information

Name (Please Print) _____
Address _____
City _____ State _____ Zip Code _____
Phone Number () _____

New Owner Information

Name (Please Print) _____
Address _____
City _____ State _____ Zip Code _____
Phone Number () _____
Vehicle Identification Number _____
Contract # _____
Transfer Mileage _____ **Transfer Date** _____
Authorized Seller's Signature _____
Date _____

Dealer Information

Original Selling Dealer Name _____
Dealer Number _____
Authorized Signature _____

This CONTRACT only covers the VEHICLE listed on the IDENTIFICATION PAGE and can only be transferred by the original retail CONTRACT purchaser. For more information, please see section "VIII. TRANSFER OF CONTRACT".