



I. KEY TERMS

- **ADMINISTRATOR** means American Honda Finance Corporation.
- **CONTRACT** means this Service Contract.
- **DEALER** means an authorized HONDA dealership.
- **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 Application Identification page attached to this CONTRACT.
- **MECHANICAL BREAKDOWN** means the inability of a properly maintained part covered under this CONTRACT to perform the function for which it was designed, due to defects in materials or workmanship. MECHANICAL BREAKDOWN does not mean the gradual reduction in operating performance due to wear and tear.
- **PRIOR AUTHORIZATION** means the approval of and the approval number issued by the ADMINISTRATOR. In the event of a MECHANICAL BREAKDOWN when emergency repairs must be performed by other than YOUR HONDA DEALER, **YOU must notify the ADMINISTRATOR and obtain PRIOR AUTHORIZATION before any repairs are performed on YOUR VEHICLE. Some Road Service Benefits require PRIOR AUTHORIZATION. Costs Incurred without 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 MECHANICAL BREAKDOWN. REPAIR COST is determined by YOUR DEALER's regular retail parts prices up to Manufacturer's Suggested Retail Price and 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.
- **VEHICLE** and **YOUR VEHICLE** mean the vehicle identified on the IDENTIFICATION PAGE.
- **WE, US** and **OUR** mean American Honda Motor Company, Inc. ("**AMERICAN HONDA**").
- **YOU** and **YOUR** mean the CONTRACT holder named on the IDENTIFICATION PAGE, as the person(s) entitled to coverage and benefits under this CONTRACT.
- **YOUR DEALER** means the Curry Honda where this CONTRACT was purchased.

II. COVERAGE

AMERICAN HONDA 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 less YOUR DEDUCTIBLE for repair or replacement due to a MECHANICAL BREAKDOWN during the CONTRACT PERIOD.

YOUR CONTRACT PERIOD begins on the EFFECTIVE DATE and ends on the EXPIRATION DATE or EXPIRATION MILEAGE, whichever occurs first. AMERICAN HONDA's agreement is subject to YOUR satisfaction of all terms and conditions of this CONTRACT

A. PARTS

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

Examples of Systems covered:

- **ENGINE:** including the Timing Belt, if due to MECHANICAL BREAKDOWN.
- **FLUIDS/OILS** as required for the repair of a covered part.
- **TRANSMISSION:** including the Shift Cable.
- **GENUINE HONDA FACTORY INSTALLED NAVIGATIONAL DEVICES**

- **FRONT, REAR AND 4WD AXLES**
- **COMPUTERS/ELECTRONICS:** including Switches, Sensors, SRS Control Unit.
- **AIR CONDITIONING/HEATING/COOLING**
- **CHASSIS:** Suspension, steering and Brake System
- **FUEL SYSTEM**
- **AMERICAN HONDA AUTHORIZED ELECTRONIC/AUDIO ACCESSORIES:** including cellular telephones, rear entertainment and DVD systems that are factory installed, or DEALER installed according to AMERICAN HONDA factory specifications.

B. RENTAL VEHICLE REIMBURSEMENT

If YOU require alternate transportation due to a covered MECHANICAL 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 6 days and \$210 per MECHANICAL BREAKDOWN or FACTORY WARRANTY REPAIR SERVICE. 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 BREAKDOWN or FACTORY WARRANTY REPAIR SERVICE. 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	Maximum
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 32.0 Hours	6	\$210

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

C. ROAD SERVICE BENEFITS

As an additional benefit under this CONTRACT, and at no cost to YOU, YOU are enrolled as a member of the Cross Country Motor Club*. YOU are entitled to the following membership benefits, among others, from Cross Country Motor Club ("CCMC"): (i) identification card and benefits schedule which will be sent to YOU by CCMC; (ii) towing to the nearest HONDA DEALER or repair facility required as a result of a MECHANICAL BREAKDOWN or VEHICLE accident/collision; (iii) flat tire change (with YOUR good spare); (iv) battery boost (jump start); (v) emergency fuel delivery; (vi) lockout assistance; and (vii) computerized trip routing and map services. See YOUR CCMC membership guidelines for details. In most instances, service will be provided on a "sign and drive" basis **at no cost to YOU** (up to the specified covered limit).

1. **Comprehensive Towing** - YOU will be covered **up to \$100.00** per disablement (when YOUR VEHICLE is unable to safely proceed under its power).
2. **Emergency Trip Interruption Reimbursement** - If a MECHANICAL BREAKDOWN or FACTORY WARRANTY REPAIR SERVICE disables YOUR VEHICLE **more than 100 miles** from YOUR residence, Cross Country Motor Club ("CCMC") 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 FROM CCMC by calling 1-800-594-7400 before incurring trip interruption expenses.** The telephone number is available 24 hours a day, 365 days a year.

*YOU are enrolled as a member of Cross Country Motor Club, Inc., Medford, MA 02155, except residents in Alaska, California, Hawaii, Oregon, Wisconsin, and Wyoming, who are enrolled as a member of Cross Country Motor Club of California, Inc., Medford, MA 02155. Certain CCMC services are underwritten by Old Republic/Minnehoma Insurance Company, Tulsa, Oklahoma, under policy #GAL-672-825-1280. Services may vary to conform to the laws of YOUR state.

III. YOUR OBLIGATIONS

A. YOU must perform maintenance services, at the proper intervals, according to the requirements of YOUR 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. Failure to perform any maintenance service(s) may result in the denial of coverage if a MECHANICAL BREAKDOWN or FACTORY WARRANTY REPAIR SERVICE is caused by YOUR failure to properly maintain YOUR VEHICLE.

B. In the event of a BREAKDOWN or FACTORY WARRANTY REPAIR SERVICE: Take YOUR VEHICLE to YOUR DEALER or to the nearest HONDA DEALER in the UNITED STATES or Canada. In an emergency when both of the foregoing are not possible, YOU must obtain PRIOR AUTHORIZATION from the ADMINISTRATOR by calling TOLL FREE 1-800-999-5901 BEFORE INCURRING ANY REPAIR COSTS. Give authorization to the repair facility for tear-down to diagnose a problem. If the MECHANICAL BREAKDOWN is covered by this CONTRACT, AMERICAN HONDA will pay the reasonable cost of tear-down as a part of the covered MECHANICAL BREAKDOWN. This CONTRACT does not cover the cost of tear-down if the MECHANICAL BREAKDOWN is caused by a non-covered part. AMERICAN HONDA reserves the right to inspect YOUR VEHICLE to gather necessary information regarding any claim. Pay any applicable DEDUCTIBLE to the authorized repair facility. The DEDUCTIBLE is the amount of the REPAIR COST YOU must pay for each visit for repair of one or more MECHANICAL BREAKDOWNS covered by this CONTRACT. YOUR DEDUCTIBLE is specified on the IDENTIFICATION PAGE.

IV. WHAT IS NOT COVERED

A. Parts other than genuine HONDA or AMERICAN HONDA authorized parts; wiper blades; battery (except for the nickel-metal hydride battery in hybrid VEHICLES); cables; steering wheel; belts; radiator hoses; heater hoses and vacuum hoses; spark plugs; plug wires; distributor cap and rotor; timing belt replacement when performed as routine maintenance; exhaust system, head pipes, tailpipes, catalytic converter; mufflers; hangars; heat shields; gaskets (except for the manifold block gasket and related fastening hardware); fuel system; fuel tank straps; fuel hoses; brake system wear items such as drums/rotors, shoes/pads; clutch disc, clutch pressure plate; throw out bearing, external shift linkages; pilot bearing/bushing; glass, mirror glass, body parts; body structure (except for hood hinges, trunk hinges, door hinges and sliding door rollers), hood fenders, doors, rear hatch, trunk lid, grille, panels; bright metal; sheet metal; paint (except for covered hinges painted to match the original VEHICLE color only); bumpers; moldings; lenses; bezels; bulbs (except for instrument panel illumination bulbs); High Intensity Discharge (HID.) headlamps; sealed beams; fuses; body seals; weather-strips (except for window sash and window run channels); outside ornamentation; emblems; tires; valve stems; wheels; wheel covers/ornaments; rims; trim rings; caps; wheel studs; lug nuts; wheel locks; fastening/securing hardware for non-covered components; stripped or cross threaded fasteners (e.g., nuts, bolts, studs, screws, etc.); body seals; squeaks, rattles; buttons; carpet; dash pad; console; window handles; knobs; boots; pedals; pads; rearview mirror (except for electronic failure of the auto-dimming mirror); interior trim; upholstery; floor mats; electronic/audio accessories and cellular telephones other than AMERICAN HONDA AUTHORIZED ELECTRONIC/AUDIO ACCESSORIES/NAVIGATIONAL, DVD ENTERTAINMENT AND SECURITY SYSTEMS; Safety Restraint System fastening hardware; seat belts and airbag(s) deployed due to collision. If YOU believe there is a defect in these parts, please contact YOUR DEALER immediately.

B. Expenses for any maintenance service specified in YOUR Owner's Manual; fuels, fluids, lubricants, alignments or adjustments unless required as part of a covered MECHANICAL BREAKDOWN; or improper repairs, adjustments, or servicing by any repair facility, individual or YOU.

C. Any repair if a non-authorized part or accessory caused or contributed to, the MECHANICAL BREAKDOWN (e.g., aftermarket performance parts, cold air intakes, strut tower braces, headers, adjustable fuel rails, non-factory or non-DEALER installed stereo equipment, radios, speakers, amplifiers, compact disc changers, mp3 players, satellite radio/stereo systems, etc.).

D. Repairs needed in whole or in part due to:

- failure to perform maintenance services, from the use of fuels, oils or lubricants other than those required by YOUR Owner's Manual or as otherwise specified by AMERICAN HONDA;
- failure to stop driving or protect YOUR VEHICLE from further damage after a MECHANICAL BREAKDOWN occurs (e.g., continuing to operate YOUR VEHICLE after the oil pressure warning light/gauge or temperature warning light/gauge indicates a problem. In the event a warning light/gauge indicates a problem, safely pull YOUR VEHICLE to the side of the road and contact roadside assistance.);
- negligence, misuse or abuse (e.g., overloading, racing, competitive driving activities or snow plowing), or from modification, alteration, tampering, disconnection, improper towing, improper adjustments or servicing, or using the VEHICLE in any manner not recommended by AMERICAN HONDA;

- environmental causes such as rust, corrosion, water intrusion/leaks, acid rain, fall-out (e.g., chemicals, tree sap), salt, hail, flood, lightning, fire, windstorm, corrosion, earthquakes or other acts of Nature;
- accidental loss, or external causes such as war, riot, vandalism, or other cause beyond the reasonable control of the parties;
- contaminated fluids, lubricants or sludge;
- vibration, deterioration, discoloration, distortion, deformation and/or fading;
- any failure if it is determined that the condition causing the failure existed at or prior to the time of purchase of YOUR CONTRACT.

E. Any work performed to improve compression or reduce oil or fuel consumption, or other work when a MECHANICAL BREAKDOWN has not occurred.

F. Repairs performed outside the UNITED STATES or Canada.

G. Any repair, replacement or reimbursement covered by any warranty, limited warranty, DEALER or repair facility guarantee, other service contract, or any insurance coverage.

H. Repairs prohibited by law or governmental authority.

I. Any consequential or incidental pecuniary 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.

J. Any REPAIR COST:

–if YOU fail to provide all MAINTENANCE RECORDS for covered parts requiring routine maintenance that sustain a MECHANICAL BREAKDOWN;

–if the odometer is altered, disconnected or inoperable so that the miles traveled cannot be accurately determined;

–if the VEHICLE's FACTORY WARRANTY has been voided.

–if the VEHICLE has been used, as determined by the ADMINISTRATOR, for commercial purpose, including but not limited to, deliveries, service calls, hauling, plowing, rental, carrying passengers for hire, law enforcement, fire, ambulance or emergency services, whether or not YOUR VEHICLE is licensed for commercial purpose or registered to a corporation.

K. Any service that is recommended pursuant to recall announcements by AMERICAN HONDA that apply to YOUR VEHICLE.

L. MECHANICAL 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 breakdown.

M. Negligence, error, or omission on the part of any servicing dealer, repair facility or CCMC, or any MECHANICAL BREAKDOWN or consequential damage to YOUR VEHICLE caused by negligence, error or omission.

V. CANCELLATION OF CONTRACT

If YOU cancel this CONTRACT:

A. On or before sixty (60) days following the commencement of the CONTRACT period:

1. You may cancel this CONTRACT and receive a full purchase price refund, if no services have been rendered to or on behalf of YOU.

2. If services have already been rendered to or on behalf of YOU, the refund will be the lesser amount calculated as:

A time pro-ratio based upon the time expired; or

A mileage pro-ratio based upon the number of miles driven

B. After sixty (60) days following the commencement of the CONTRACT period, the refund will be the lesser amount calculated as:

1. A time pro-ratio based upon the time expired; or

2. A mileage pro-ratio based upon the number of miles driven

ALL CANCELLATION REFUNDS AFTER SIXTY DAYS ARE SUBJECT TO A \$25 PROCESSING FEE.

C. For cancellation, return this CONTRACT to YOUR DEALER, and complete a cancellation Request Form.

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 paid in full. YOU may be required to send a written cancellation notice to the lender under a retail installment contract car loan if any) YOU entered to finance the purchase of this CONTRACT ("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, AMERICAN HONDA, 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

- If you purchased this CONTRACT in the State of New York ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of the CONTRACT to the provider.

TRANSFERRED CONTRACTS ARE NOT ELIGIBLE FOR CANCELLATION REFUNDS.

A REFUND SHALL TERMINATE THIS CONTRACT. IF CANCELED, COVERAGE CANNOT BE REINSTATED.

VI. ARBITRATION

Any controversy or claim arising unit of or relating to this CONTRACT, or a breach hereof, shall be settled by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the Arbitrator's award may be entered in any court having jurisdiction thereof. YOU must notify the ADMINISTRATOR in writing of YOUR intent to seek arbitration.

VII. TRANSFER OF CONTRACT

The original CONTRACT purchaser may transfer this CONTRACT to a purchaser of the VEHICLE for the remainder of the original CONTRACT PERIOD.

TRANSFER PROCEDURE: 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;
- C. A complete copy of YOUR MAINTENANCE RECORDS; and
- D. Documentation evidencing change of ownership and ODOMETER READING (the actual miles traveled, measured by an operative, unaltered odometer) on the date of transfer.

TRANSFER CONDITIONS:

1. **THIS CONTRACT CAN ONLY BE TRANSFERED TO A PRIVATE OWNER, WITHIN 15 DAYS OF CHANGE OF VEHICLE OWNERSHIP. ALL REMAINING UNDERLYING WARRANTIES MUST BE TRANSFERRED TO THE NEW OWNER.**
2. **THIS CONTRACT CANNOT BE TRANSFERRED TO ANOTHER VEHICLE, TO A VEHICLE DEALER OR TO THE CUSTOMER OF A VEHICLE DEALER, OR TO A LENDER. Cancellation rights are for the sole benefit of the original retail CONTRACT purchaser and lender. A transferee cannot cancel this CONTRACT.**
3. If YOUR MAINTENANCE RECORDS are not available, AMERICAN HONDA may require inspection of the VEHICLE to assure that the VEHICLE has been properly maintained. If the inspection discloses abnormal conditions, the transfer request may be denied.
4. 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.

VIII. NOTICES

THIS CONTRACT IS NOT MECHANICAL BREAKDOWN INSURANCE, AN EXPRESS, IMPLIED, GENERAL, OR EXTENSION OF A WARRANTY, AND IS NOT A CONDITION OF THE SALE OF THE VEHICLE. THIS CONTRACT MAY DUPLICATE SOME WARRANTY COVERAGE.

For residents of all states except Colorado, Hawaii and Mississippi: The obligations of the provider under this service CONTRACT are backed by the full faith and credit of the provider, American Honda Motor Company, P.O. Box 2225, Torrance, CA 90509-2225.

For COLORADO, HAWAII and MISSISSIPPI residents ONLY: OUR obligations under this CONTRACT are insured under an insurance policy* issued by GREAT AMERICAN ASSURANCE COMPANY, 580 Walnut Street, Cincinnati, OH 45202. YOU may make a direct claim against the insurer upon OUR failure to pay any valid claim within 60 days after proof of loss has been filed with the ADMINISTRATOR.

Colorado, policy #718075, Hawaii, policy #5859938, Mississippi, policy #7390689

For TEXAS residents ONLY: YOU may contact the Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas, 78711, (800)803 9202, if YOU have an unresolved complaint or have any questions regarding the regulation of service contract providers.