

VEHICLE SERVICE AGREEMENT TERMS AND CONDITIONS

DEFINITIONS

The following definitions apply to words used frequently throughout this VEHICLE SERVICE AGREEMENT and which appear in BOLD-FACED, SMALL CAPS type:

1. **ADMINISTRATOR** - The entity identified on the **DECLARATION PAGE** or **SPECIAL STATE DISCLOSURE** (if YOUR state is included) that administers this **AGREEMENT** on **OUR** behalf.
2. **BREAKDOWN** - The failure of a **COVERED PART** under normal service and usage of the **VEHICLE**. A **COVERED PART** has failed when it can no longer perform the function for which it was designed solely because of its condition, and not due to **WEAR AND TEAR**.
3. **CLAIM** - A demand by **YOU** for benefits under this **AGREEMENT**.
4. **COVERED PARTS** - Mechanical and electrical components of **YOUR VEHICLE** covered under this **AGREEMENT**, and not listed in the Exclusions From Coverage section of this **AGREEMENT**.
5. **DECLARATION PAGE** - The numbered document executed by **YOU** which is part of this **AGREEMENT**. It lists information regarding the **VEHICLE** to be covered, **AGREEMENT** terms, and other vital information.
6. **DEDUCTIBLE** - The amount **YOU** are required to pay, as shown on the **DECLARATION PAGE**, towards the total cost for the repair or replacement of **COVERED PARTS** per **CLAIM** made.
7. **OBLIGOR, WE, US and OUR** - The entity identified on the **DECLARATION PAGE** or **SPECIAL STATE DISCLOSURE** (if **YOUR** state is included) that is obligated to perform under this **AGREEMENT**.
8. **PLAN** - Refers to the type of **PLAN** and **PLAN** term selected by **YOU** as shown on the **DECLARATION PAGE** of this **AGREEMENT**.
 - a. **NEW PLAN** - The qualifying **VEHICLE** must have a minimum of thirty (30) days and one thousand (1,000) miles remaining of the original manufacturer's warranty at time of this **AGREEMENT** purchase.
 - b. **PRE-OWNED PLAN** - The qualifying **VEHICLE** is one that does not meet the definition in the **NEW PLAN**.
9. **REPAIR FACILITY** - A franchised Jaguar **REPAIR FACILITY**, or any licensed **REPAIR FACILITY** authorized by the **ADMINISTRATOR** to perform emergency repair services under this **AGREEMENT**.
10. **RETAILER** - The retailer/dealer that is identified on the **DECLARATION PAGE** of this **AGREEMENT** from which **YOU** have purchased this **AGREEMENT**.
11. **SPECIAL STATE DISCLOSURE** - A part of this **AGREEMENT** that changes some of the provisions of this **AGREEMENT** in order to comply with the laws of the state where **YOU** purchased this **AGREEMENT**, if **YOUR** state requires a disclosure.
12. **VEHICLE** - The Jaguar **VEHICLE** described on the **DECLARATION PAGE** that is covered under this **AGREEMENT**, regardless of whether or not the **VEHICLE** has been previously owned, sold, or titled.
13. **VEHICLE SERVICE AGREEMENT ("AGREEMENT")** - This **VEHICLE SERVICE AGREEMENT** which **YOU** have purchased for the **VEHICLE** described on the **DECLARATION PAGE**.
14. **WEAR AND TEAR** - The gradual physical deterioration of the **COVERED PARTS** of **YOUR VEHICLE** resulting from use, passage of time and weather.
15. **YOU, YOUR** - The **AGREEMENT** holder shown on the **DECLARATION PAGE** of this **AGREEMENT**.

GENERAL PROVISIONS

1. **AGREEMENT Term:** Coverage under this **AGREEMENT** will expire on the expiration date or when the **VEHICLE** reaches the specified expiration mileage, whichever occurs first, as shown on the **DECLARATION PAGE** of this **AGREEMENT**. **PRE-OWNED PLANS** must be sold at the time of the sale of the **VEHICLE**. **PLAN** coverage expiration is determined as follows:
 - a. **NEW VEHICLES:** Time starts on the **AGREEMENT** purchase date, and mileage starts at zero (0) miles. The expiration date is determined by adding the months of the term selected to the **AGREEMENT** purchase date, and the expiration mileage is the mileage of the term selected.
 - b. **PRE-OWNED VEHICLES:** The expiration date is determined by adding the months of the term selected to the **AGREEMENT** purchase date, and the expiration mileage is determined by adding the mileage of the term selected to the odometer reading of the **VEHICLE** on the **AGREEMENT** purchase date.
2. **Coverage:** The coverage afforded to **YOU** for the **VEHICLE** is determined by the **PLAN** and **PLAN** term selected by **YOU** on the **DECLARATION PAGE** and pursuant to the terms and conditions of this **AGREEMENT**. **WE** will pay on behalf of or reimburse **YOU** for the approved cost to repair or replace any of the **COVERED PARTS** which cause a **BREAKDOWN**, less any **DEDUCTIBLE**, provided **YOU** comply with all of the terms and conditions of this **AGREEMENT**. When possible, repairs will be completed using OEM parts. However, at times and up to the **ADMINISTRATOR'S** discretion, **repairs may be completed with parts of like kind and quality**. All covered components must be functioning properly at the time of the sale of this **AGREEMENT**. Please refer to the Guide to Filing a Claim section of this **AGREEMENT** for **CLAIMS** instructions.
3. **DEDUCTIBLE:** **WE** will pay the portion of the expense for a covered repair that is in excess of the **DEDUCTIBLE** selected on the **DECLARATION PAGE** of this **AGREEMENT**. The standard **DEDUCTIBLE** is two hundred and fifty (\$250) dollars per **CLAIM**. In the event covered repairs are performed by the **RETAILER** that sold **YOU** this **AGREEMENT**, or any other Jaguar **RETAILER**, the **DEDUCTIBLE** will be reduced to one hundred (\$100) dollars. In the event that the same **COVERED PART** is replaced under the term of this **AGREEMENT** and meets the definition of a **BREAKDOWN**, the **DEDUCTIBLE** will be waived notwithstanding any manufacturer's warranty. Any new **COVERED PART** or repair will constitute a new **CLAIM** with the **DEDUCTIBLE** applying.
4. **Limits of Liability:**
 - a. **Single CLAIM Limit:** **OUR** liability with respect to any one **CLAIM** is limited to the approved cost to repair or replace any **COVERED PARTS** using the approved retail labor rate and the listed labor time from a nationally recognized labor time guide (i.e. Motors Guide or All-Data), less **DEDUCTIBLE** (if any). In all cases parts replacement cost shall not exceed the manufacturer's suggested retail price. In no event shall **OUR** liability exceed the approved cost necessary to correct the actual cause of the **BREAKDOWN**, or the trade-in value of **YOUR VEHICLE** at the time of said **CLAIM** as listed in the current National Automobile Dealers Associations (NADA) Used Car Guide.
 - b. **Aggregate Limit:** **OUR** liability with respect to the total of all benefits paid or payable while this **AGREEMENT** is in force shall not exceed the lesser of:
 - 1) The **VEHICLE** purchase price, as shown on the **DECLARATION PAGE** (excluding tax, title, and license fees); or
 - 2) The NADA retail value of the **VEHICLE** at the time of the current repair.
5. **Territory:** The benefits provided under this **AGREEMENT** are only available for losses and expenses incurred within the United States and Canada. Repairs completed in Canada are required to be completed by an authorized Jaguar **RETAILER**.
6. **Incidental & Consequential Damage:** **OUR** and the **ADMINISTRATOR'S** liability for incidental and consequential damages is expressly excluded herein. Incidental and consequential damage is 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**.

7. **Subrogation Provision:** In the event that coverage is provided under this AGREEMENT, WE shall be subrogated to all the rights YOU may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and YOU shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. YOU shall do nothing to prejudice those rights. Further, all amounts recovered by YOU for which YOU have received benefits under this AGREEMENT shall belong to, and be paid to Us, up to the amount of benefits paid under this AGREEMENT.
8. **Maintenance Requirements and Service History:** It's the owner's responsibility to follow Care Maintenance Schedules as detailed in the Owner's Handbook and new-vehicle Passport to Service (the original, new-vehicle warranty document). The owner must retain maintenance receipts detailing when and where each specific service was performed. The date and mileage should be recorded in the Maintenance Service Record section of the Passport to Service. It is required that YOU retain "Proof" of maintenance for the service and/or repair work performed on YOUR VEHICLE, regardless if work was performed by YOU or a licensed REPAIR FACILITY. "Proof" means repair orders from a licensed REPAIR FACILITY and/or a self-maintained maintenance log that has corresponding "purchase receipts" for oil and filter, coolant and brake system flush, etc. A self-maintained log without corresponding "purchase receipts" is not acceptable "Proof" of maintenance. Repair orders from a licensed REPAIR FACILITY must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, VEHICLE identification number, date, VEHICLE mileage, YOUR name and signature, licensed REPAIR FACILITY name, address and phone number, repair totals, DEDUCTIBLE (if applicable), and method of payment to satisfy the repair order. The ADMINISTRATOR for related repairs may request "Proof" of maintenance and/or YOUR self-maintained log with corresponding original receipts.
9. **Other Provisions:**
 - a. This AGREEMENT is not an insurance policy. Unless otherwise regulated under state law, the contents of this AGREEMENT should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. However, OUR obligations under this AGREEMENT are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If WE fail to perform or make payment under the terms of the AGREEMENT within sixty (60) days after YOU request performance or payment, YOU may apply directly to American Bankers Insurance Company of Florida. Please call 1-866-306-6694 for instructions.
 - b. Proof of payment to Us shall be considered proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures OUR obligation.
 - c. This AGREEMENT is not renewable.

SCHEDULE OF COVERAGES

In the event of a BREAKDOWN covered by this AGREEMENT, WE will pay on behalf of or reimburse YOU for the reasonable costs to repair or replace any of the COVERED PARTS less any DEDUCTIBLE, in accordance with the terms and conditions of this AGREEMENT.

This AGREEMENT covers all parts of the VEHICLE except for the following items:

- a. Parts listed under the Exclusions From Coverage section of this AGREEMENT; and
- b. Parts covered under the manufacturer's warranty, special policy, or recall.

GUIDE TO FILING A CLAIM

A. INSTRUCTIONS FOR THE AGREEMENT HOLDER:

1. **Prevent Further Damage by taking immediate action:** This AGREEMENT will not cover the damage caused by not securing a timely repair of the failed component, including failure to replace leaking seals and/or gaskets.
2. **If at all possible return VEHICLE to the selling RETAILER, or any Jaguar franchise REPAIR FACILITY.** If this is not possible take the VEHICLE to an approved licensed REPAIR FACILITY. Provide the REPAIR FACILITY with a copy of this AGREEMENT and/or the AGREEMENT number.
3. **Authorize Repair** - Authorize the REPAIR FACILITY to complete the repairs and provide the ADMINISTRATOR with a copy of a signed authorization. Also, ensure the REPAIR FACILITY obtains prior authorization from the ADMINISTRATOR, as detailed in the instructions for the REPAIR FACILITY detailed below.
4. **Pay DEDUCTIBLE and Costs for Non-Covered Repairs.** WE will reimburse the REPAIR FACILITY or YOU for the cost of the work performed on the VEHICLE that is covered by this AGREEMENT for the authorized amount, less the DEDUCTIBLE (if any). YOU must pay for any repair or service that is not covered by this AGREEMENT. WE will pay the REPAIR FACILITY by charge card on YOUR behalf for a covered repair. In some cases, it may be necessary for YOU to pay the repair bill in full. In such event, WE will reimburse YOU for the authorized cost of the repair, less any applicable DEDUCTIBLE.
5. If an emergency occurs which requires a BREAKDOWN repair to be made at a time when the ADMINISTRATOR's office is closed and prior authorization for the repair cannot be obtained, the REPAIR FACILITY should follow the CLAIMS procedures below and contact the ADMINISTRATOR for CLAIMS instructions during normal business hours immediately following the emergency repair.

B. INSTRUCTIONS FOR THE REPAIR FACILITY:

1. **IMPORTANT - First obtain Prior Authorization from the ADMINISTRATOR.** Prior to any repair being made, the REPAIR FACILITY must contact the ADMINISTRATOR to obtain authorization for the CLAIM and a "Claim Authorization Number". Failure to obtain proper authorization may result in a denial of benefits. The amount authorized by the ADMINISTRATOR is the maximum that will be paid for the repairs covered under the terms of this AGREEMENT. Any additional repair costs must receive prior approval. For authorization, please call the ADMINISTRATOR's CLAIMS number 1-855-668-2745.
2. **Tear-Down and/or Inspection of the VEHICLE** - In some cases, the VEHICLE may need to be inspected and/or torn-down in order to diagnose the failure and the cost of the repair. In such event, please obtain signed authorization from the AGREEMENT holder and provide authorization to the ADMINISTRATOR. The AGREEMENT holder will be responsible for all charges if the failure is not covered under this AGREEMENT. WE reserve the right to require an inspection of the VEHICLE prior to any repair being performed.
3. **Submit Repair Orders for Payment** - Once authorization is obtained and the repair is completed, all repair orders and documentation must be submitted to the ADMINISTRATOR, at the address shown below, within sixty (60) days from the date the covered repair was completed to be eligible for payment. The documentation must include the following: current odometer mileage; AGREEMENT number; complaint, cause of failure and corrective action; cost of the repair; the last eight (8) digits of the VEHICLE Identification Number; REPAIR FACILITY's phone number and AGREEMENT holder's signature.

ADMINISTRATOR:
P.O. Box 21647, St. Petersburg, Florida 33742
Toll-Free Number: 1-855-668-2745

CANCELLATION OF YOUR AGREEMENT

1. YOU may cancel this AGREEMENT at any time, including when a loss of the VEHICLE occurs or when YOU sell the VEHICLE without transfer of this AGREEMENT. To cancel YOU must submit a written request to the issuer that sold YOU this AGREEMENT or directly to US. Cancellation requests are YOUR responsibility. YOU may cancel this AGREEMENT by returning it to the selling RETAILER or directly to US. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If YOU cancel this AGREEMENT within the first sixty (60) days and no CLAIMS have been filed, WE will refund the entire AGREEMENT purchase price. If this AGREEMENT is canceled after the first sixty (60) days or if a CLAIM has been filed, WE will refund the unearned AGREEMENT purchase price to YOU calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the AGREEMENT was in force or the number of miles the VEHICLE was driven prior to cancellation, less any paid or pending CLAIMS and a cancellation fee of fifty dollars (\$50). In the event of cancellation, the Lienholder identified on the DECLARATION PAGE, if any, will be named on a cancellation refund check as its interest may appear.
2. WE may cancel this AGREEMENT based on one or more of the following reasons: (A) non-payment of the AGREEMENT purchase price; (B) a material misrepresentation made by YOU; or (C) a substantial breach of duties by YOU under the AGREEMENT relating to the VEHICLE or its use. If this AGREEMENT is cancelled by Us, WE will refund the unearned AGREEMENT purchase price to YOU calculated on a pro rata basis. The refund will be calculated using the number of days the AGREEMENT was in force prior to cancellation, less any paid or pending CLAIMS and a cancellation fee of fifty dollars (\$50). In the event of cancellation, the Lienholder identified on the DECLARATION PAGE, if any, will be named on a cancellation refund check as its interest may appear.
3. If the VEHICLE and this AGREEMENT have been financed, the Lienholder shown on the DECLARATION PAGE may cancel this AGREEMENT for non-payment or if the VEHICLE is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this AGREEMENT to the Lienholder or otherwise entitle the Lienholder to performance under this AGREEMENT.

RIGHT TO RETURN AGREEMENT

YOU have the right to return or void this AGREEMENT. YOU may return the AGREEMENT within sixty (60) calendar days after the date YOU purchased the AGREEMENT. If YOU return this AGREEMENT within the applicable time period and no CLAIMS have been paid, the AGREEMENT shall be void and WE will refund the entire AGREEMENT purchase price within thirty (30) days. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this AGREEMENT to US. This provision applies only to the original purchaser.

TRANSFER OF YOUR AGREEMENT

This AGREEMENT is for YOUR benefit and is transferable to the next subsequent private purchaser of the VEHICLE only while the AGREEMENT is in force and if certain conditions are met. YOU may not transfer this AGREEMENT if the VEHICLE is sold or traded (retail or wholesale) to an automobile RETAILER or automotive wholesaler.

A completed transfer application and a fifty dollar (\$50) transfer fee must be submitted to the ADMINISTRATOR within thirty (30) days of a change in ownership, along with the following:

1. A notarized copy of the documentation showing change of title and odometer reading;
2. Proof of maintenance recommended by the manufacturer; and
3. If the manufacturer's warranty requires a transfer, a copy of the completed transfer form is needed;
4. YOUR original AGREEMENT and DECLARATION PAGE;
5. Name and address of the new owner.

The requisite transfer application form may be obtained from the ADMINISTRATOR. Transfer applications are subject to approval by the ADMINISTRATOR. In the event the transfer application, fee, and required documentation is postmarked after thirty (30) days of the change in ownership, then this AGREEMENT will be deemed NON-TRANSFERABLE.

YOU are responsible for the transfer and payment of applicable transfer fees to retain all manufacturers' warranties available on the VEHICLE. Failure to transfer the manufacturer's warranty can result in non-payment of a CLAIM if the manufacturer's warranty would normally have been in effect if the transfer had been made.

ARBITRATION PROVISION

READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

To begin Arbitration, either YOU or WE must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the CLAIM is filed. YOU may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1-800-778-7879 or visiting www.adr.org. The filing fees to begin and carry out Arbitration will be shared equally between YOU and US. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless YOU and WE agree, the arbitration will take place in the county and state where YOU live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT this Arbitration provision means that YOU give up YOUR right to go to court on any CLAIM covered by this provision.** YOU also agree that any Arbitration proceeding will only consider YOUR CLAIMS. CLAIMS by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering YOUR CLAIMS. Please refer to the SPECIAL STATE DISCLOSURE of this AGREEMENT for any added requirements in YOUR state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, YOU and WE specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between YOU and US, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

EXCLUSIONS FROM COVERAGE

THIS AGREEMENT DOES NOT PROVIDE COVERAGE:

1. For any mechanical problems that existed prior to the purchase of the AGREEMENT; or for repair costs or expenses reported or made after the expiration date or mileage as shown on the DECLARATION PAGE, or not authorized by the ADMINISTRATOR;
2. For repair costs or expenses if the odometer of the VEHICLE is broken or becomes inoperable or unreliable for any reason and repairs were not made immediately at the time of the failure, or if the odometer has been tampered with, disconnected or altered in any way;
3. 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 shuttle services, pick-up and/or delivery operations, racing, newspaper or mail delivery, rental services, construction, security services, snow removal or snow plowing, cable or line installation, or hauling for hire, commercial use, or if the VEHICLE has been used for hauling trailers in excess of the manufacturer's rated capacity for hauling trailers without suitable equipment, or if the requirements in the manufacturer's manual for VEHICLES used to pull trailers are not followed;
4. For repair costs or expenses if YOU cannot provide to the ADMINISTRATOR accurate records proving that the VEHICLE has been maintained in accordance with the manufacturer's specifications and instructions, or if any mechanical, electrical alternations have been made to the VEHICLE, or if the VEHICLE is used in a manner not recommended by the manufacturer including, but not limited to, the failure of any custom add-on/aftermarket part, regardless if installed by YOU or a franchise RETAILER or any frame, lift kit or suspension modifications, the use of oversized tires, installation of header pipes, removal of any emission control parts system, or alterations to Hybrid drive sequence, including disabling any part of the system;
5. For costs or expenses covered under the manufacturer's basic warranty period or covered by a recall or special policy by the manufacturer; regardless of whether or not that entity is doing business as an ongoing enterprise;
6. For repair costs or expenses if the VEHICLE has been abused or neglected, or any part of the VEHICLE has been subject to alteration or accident, or 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, physical damage, lightning strike, power surge, repair expenses caused by a brown out, or if the VEHICLE is a total loss, has been repossessed or is the subject of a repossession action;
7. 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, 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;
8. For repair costs or expenses if a BREAKDOWN is directly or indirectly caused by overheating of any COVERED PART or non-COVERED PART or by the failure of the insured to maintain proper qualities or levels of coolants or lubricants; or damage resulting from continued operation in a failed condition;
9. For repairs or replacement 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 costs not necessary to correct a BREAKDOWN, or damages or any loss resulting from faulty or negligent auto repair work or from the installation of defective parts;
10. For any costs due to contamination of any kind, corrosion, rust, detonation, pre-ignition, carbon, build up, sludge build up, electrolysis, rattles, water leaks, wind noises;
11. For any of the following parts or services: brake pads, shoes, rotors, drums; manual and hydraulic clutch assembly such as, but not limited to: manual clutch pedal, disc, pressure plate and throw-out bearing; tune up, batteries, including hybrid batteries, battery cables, air filters; oil filter; coolants, fluids, if not in connection with a covered repair; spark plugs, plug wires, glow plugs, drive belts, rubber hoses, exhaust pipes, catalytic converter, EGR valve, mufflers, resonators; alignments, wheel balancing, shock absorbers, wheels and covers; tires; contamination of any kind, corrosion, rust, hazardous waste removal; secondary or back-up batteries, thermal management system or battery heating and cooling system, any non-factory installed components including but not limited to: audio systems, disc players, MP3 players and GPS systems; car phones, voice recognition systems, parking control systems, any body components such as, but not limited to: chassis frame and subframe, bright metal parts, rubber moldings, weather strips, metal, all glass and defogger, plastic, trim, upholstery, seat pads, vinyl top, wiper blades, wiper arms, carpet, ash trays, cup holders, normal maintenance items or services; rattles, water leaks, wind noises, convertible top and assembly (with the exception to the convertible top motor and switches), safety restraint systems (air bags or seat belts) or part thereof;
12. For repair cost or expenses for software updates and programming (unless in conjunction with a covered repair); paint matching; discs; illumination associated with any part of the VEHICLE, including discoloring of lenses or headlamps; any kind of light bulbs, LED or HID; outside mirrors; glass; windshield wipers and arms; all phones including smartphones, tablets, or any external device connecting to the VEHICLE; loss of pixels; retrofitting due to unavailability of parts; key fobs; seat and seat tracks; headphones; remote controls and batteries; monthly subscription of any kind; or any data charges;
13. Charges for shop supplies, freight, hazardous waste disposal, wheel alignment and tire balance;
14. For repair costs of expenses due to any BREAKDOWN, which is caused by any repair when the purpose is to raise the VEHICLE engine's compression or to stop excessive oil consumption;
15. Any other cause whatsoever, except as outlined in this AGREEMENT.



JAGUAR VEHICLE PROTECTION PLAN

SPECIAL STATE DISCLOSURE

NEW JERSEY

The following state specific requirements are added to and become part of YOUR AGREEMENT and supersede any other provision to the contrary:

Under the **CANCELLATION OF YOUR AGREEMENT** section, paragraph 2 has been amended as follows: A cancellation notice stating the reasons and effective date of cancellation will be mailed to YOUR last known address at least five (5) days prior to cancellation for any reason other than nonpayment of the AGREEMENT purchase price; a material misrepresentation made by YOU; or a substantial breach of duties by YOU under the AGREEMENT relating to the VEHICLE or its use.