## TABLE OF CONTENTS

I.	KEY	Y TERMS (Definitions)	2	
II.	MA	INTENANCE SERVICE COVERAGE	3	
III.	YO	UR OBLIGATIONS	4	
IV.	wн	AT IS NOT COVERED	5	
<b>V</b> .	CAI	NCELLATION	6	
	Α.	REFUND ON OR BEFORE 60 DAYS	6	
	В.	REFUND AFTER 60 DAYS	6	
	C.	CANCELLATION INSTRUCTIONS	6	
VI.	TRANSFER			
	Α.	TRANSFER PROCEDURES	7	
	В.	TRANSFER CONDITIONS	7	
	C.	TRANSFER OF CONTRACT FORM	9	
VII.	ARI	BITRATION	7	
VIII.	NO	TICE	8	

## I. KEY TERMS

- AHM means American Honda Motor Company, Inc. P.O. Box 2225, Torrance, CA 90509-2225 (800) 999-5901.
- COMPLIMENTARY MAINTENANCE PERIOD if provided by the manufacturer for YOUR VEHICLE, means the period during which maintenance benefits are provided under a manufacturer's complimentary maintenance program. During the COMPLIMENTARY MAINTENANCE PERIOD (if applicable) oil changes and tire rotations are not provided under this CONTRACT.
- **CONTRACT** means this Honda Care Maintenance Contract.
- **DEALER** means an authorized Honda dealership.
- EFFECTIVE DATE and MILEAGE mean the date YOUR CONTRACT coverage begins and the miles on the odometer on that date. Coverage begins on the date and mileage shown on the odometer when YOU purchased YOUR CONTRACT.
- EXPIRATION DATE or MILEAGE mean the date and/or mileage when your CONTRACT is no longer in force. YOUR CONTRACT expires when the number of months or accumulated mileage for the term YOU purchased, calculated from the IN-SERVICE DATE and zero (0) miles is reached, whichever occurs first.
- **IDENTIFICATION PAGE** means the page on the inside front cover of this CONTRACT.
- **IN-SERVICE DATE** means the date the VEHICLE was first put into service (the date the VEHICLE's original factory warranty went into effect), not the date YOU purchased YOUR VEHICLE.
- **PARTICIPATING DEALER** means a DEALER that has elected to participate in the sale of and provision of services under this CONTRACT.
- **PURCHASE PRICE** means the total price that YOU paid for this CONTACT as shown on the IDENTIFICATION PAGE.
- SELLING DEALER means the DEALER where this CONTRACT was purchased named on the IDENTIFICATION PAGE.
- 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 mean the VEHICLE identified on the IDENTIFICATION PAGE.
- WE, US OUR, and OBLIGOR mean American Honda Protection Products Corporation, P.O. Box 2225, Torrance, CA 90509-2225 (800) 999-5901.
- YOU and YOUR mean the CONTRACT holder named on the IDENTIFICATION PAGE as the person(s) entitled to coverage and benefits under this CONTRACT and any valid transferee.

SERVICES PROVIDED UNDER THIS CONTRACT ARE AVAILABLE AT PARTICIPATING DEALERS ONLY. IF YOU CANNOT RETURN TO the SELLING DEALER FOR SERVICE, PLEASE CONTACT US FOR THE NEAREST PARTICIPATING DEALER.

This CONTRACT booklet defines the prepaid maintenance services available for YOUR VEHICLE. No party can change the terms stated herein.

THIS PRE-PAID MAINTENANCE CONTRACT IS NOT AN INSURANCE POLICY OR WARRANTY. PURCHASE OF THIS CONTRACT IS OPTIONAL AND IS NOT REQUIRED AS A CONDITION TO FINANCE, LEASE OR PURCHASE THE VEHICLE.

## II. MAINTENANCE SERVICE COVERAGE

During the CONTRACT period, WE will arrange for the services described herein. The CONTRACT period begins on the EFFECTIVE DATE and MILEAGE and ends on the EXPIRATION DATE or MILEAGE (as shown on the IDENTIFICATION PAGE), whichever occurs first.

OUR agreement is subject to the satisfaction of YOUR obligations under the terms and conditions of this CONTRACT.

## A. OIL AND OIL FILTER CHANGES

This CONTRACT provides coverage for oil and oil filter changes and multi-point inspections for the term of this CONTRACT, at the intervals indicated by YOUR VEHICLE'S Maintenance Minder system, and as described in YOUR VEHICLE'S Owner's Manual. Oil and oil filter changes will be performed using the recommended weight oil for YOUR VEHICLE, as described in YOUR VEHICLE'S Owner's Manual. This service is limited to oil and oil filter changes performed at PARTICIPATING DEALERS. Note: No oil and oil filter changes are provided under this CONTRACT during the COMPLIMENTARY MAINTENANCE PERIOD, if applicable to YOUR VEHICLE.

## **B. AIR INTAKE FILTER**

This CONTRACT provides coverage for the inspection and servicing of air intake filters at the intervals indicated by YOUR VEHICLE'S Maintenance Minder system, and as described in YOUR VEHICLE'S Owner's Manual. This service is limited to air intake filter inspection and servicing performed at PARTICIPATING DEALERS.

## C. CABIN AIR FILTER

This CONTRACT provides coverage for the inspection and servicing of cabin pollen filters at the intervals indicated by YOUR VEHICLE'S Maintenance Minder system, and as described in YOUR VEHICLE'S Owner's Manual. This service is limited to cabin pollen filter inspection and servicing performed at PARTICIPATING DEALERS.

## D. TIRE ROTATION

This CONTRACT provides coverage for tire rotations at the intervals indicated by YOUR VEHICLE'S Maintenance Minder system, and as described in YOUR VEHICLE'S Owner's Manual. This service is limited to tire rotation performed at PARTICIPATING DEALERS. Note: No tire rotations are provided under this CONTRACT during the COMPLIMENTARY MAINTENANCE PERIOD, if applicable to YOUR VEHICLE.

## E. AUTOMATIC TRANSMISSION FLUID

This CONTRACT provides coverage for automatic transmission fluid changes at the intervals indicated by YOUR VEHICLE'S Maintenance Minder system, and as described in YOUR VEHICLE'S Owner's Manual. **This service is limited to automatic transmission fluid changes performed at PARTICIPATING DEALERS.** 

## F. TRANSFER CASE FLUID

This CONTRACT provides coverage for transfer case fluid changes, where applicable, at the intervals indicated by YOUR VEHICLE'S Maintenance Minder system, and as described in YOUR VEHICLE'S Owner's Manual. This service is limited to transfer case fluid changes performed at PARTICIPATING DEALERS.

## G. BRAKE FLUID

This CONTRACT provides coverage for brake fluid changes at the interval as described in YOUR VEHICLE'S Owner's Manual, limited to one brake fluid change throughout the life of the CONTRACT. This service is limited to brake fluid changes performed at PARTICIPATING DEALERS.

#### H. DIFFERENTIAL FLUID

This CONTRACT provides coverage for differential fluid changes at the intervals indicated by YOUR VEHICLE'S Maintenance Minder system, and as described in YOUR VEHICLE'S Owner's Manual. This service is limited to differential fluid changes performed at PARTICIPATING DEALERS.

## III. YOUR OBLIGATIONS

- A. YOU are responsible for scheduling service with a PARTICIPATING DEALER, at the indicated intervals. Services can be performed when the remaining usable oil life reaches 15% or lower, at which time the "maintenance minder light" illuminates to advise YOU that "Service is due soon."
- B. When YOUR VEHICLE requires service:
  - Contact the SELLING DEALER to make an appointment to have YOUR VEHICLE serviced.
  - In the event that this is not possible, please contact US for the location of

the nearest PARTICIPATING DEALER by calling TOLL FREE (800) 999-5901.

- In the event YOU have any questions concerning the servicing of YOUR VEHICLE, please contact US.
- C. All Honda vehicles are equipped with a Maintenance Minder<sup>™</sup> Indicator that is designed to alert YOU when YOUR VEHICLE is in need of service. The Maintenance Minder<sup>™</sup> Indicator corresponds to the maintenance schedule provided in YOUR VEHICLE'S Owner's Manual. AHM will make available YOUR VEHICLE'S Owner's Manual, which will detail maintenance requirements. If You did not receive a copy of YOUR VEHICLE'S Honda Owner's Manual, when You purchased YOUR VEHICLE, please contact AHM or the SELLING DEALER to receive a copy.

The Maintenance Minder<sup>™</sup> Indicator will illuminate when the following events occur:

- When the remaining usable oil life reaches 15%, the Maintenance Minder™ Indicator illuminates to advise the driver that "Service is due soon".
- When the usable oil life reaches 5%, the Maintenance Minder™ Indicator will then indicate that "Service is due now".
- When the usable oil life reaches 0%, the Maintenance Minder™ Indicator will then indicate that "Service is past due".

Service intervals are determined by the "usable oil life", which is directly affected by conditions under which the vehicle is operated. Driving conditions that affect the frequency of service include but are not limited to engine operating temperatures, climate temperature, stop and go driving, extended highway driving, average miles per hour, and areas with heavy concentration of sand and dust.

The Maintenance Minder<sup>™</sup> Indicator will specify the required service(s) by illuminating either Service A, or Service B, and depending on driving habits and conditions, a set of sub services which are numbered 1 through 6.

This is a maintenance only CONTRACT. It does not provide coverage for mechanical breakdown, rental vehicle, roadside assistance, or any maintenance service other than those expressly described herein.

## IV. WHAT IS NOT COVERED

- A. Compressed Natural Gas filters and all other parts & labor, services, adjustments, unscheduled vehicle servicing and inspections, except as except as expressly provided herein.
- B. Repairs to YOUR VEHICLE of any kind.
- C. Any consequential or incidental 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.

- D. Any service that is recommended pursuant to recall announcements by AHM that applies to YOUR VEHICLE.
- E. Any additional services recommended by the manufacturer or DEALER not covered by this CONTRACT.
- F. In-home service or transportation services.

## V. CANCELLATION OF CONTRACT

YOU have the right to cancel this CONTRACT at any time for any reason subject to the terms below

To cancel this CONTRACT:

- A. On or before sixty (60) days following YOUR receipt of this CONTRACT
  - 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, YOU may cancel this CONTRACT and receive a pro rata refund based on the time expired or miles driven, whichever results in the lesser amount.
- B. After sixty (60) days following YOUR receipt of this CONTRACT, YOU may cancel this CONTRACT and receive a pro rata refund based on the time expired or miles driven, whichever results in the lesser amount.

# ALL CANCELLATION REFUNDS AFTER SIXTY (60) DAYS ARE SUBJECT TO A PROCESSING FEE OF \$25.

- C. To cancel this contract, contact the DEALER or US to obtain and complete a Cancellation Request Form.
  - WE 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 US 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 Payment of the refund according to the Finance Agreement constitutes payment to YOU, and YOU agree that YOU have no claim against US, or the DEALER based upon such payment.
  - Please refer to the cancellation section of the FINANCE AGREEMENT for instructions. The provisions of Article V. apply to all cancellation

requests. No other rights or benefits under this CONTRACT transfer to the lender.

## IF CANCELED, COVERAGE CANNOT BE REINSTATED.

#### VI. TRANSFER OF CONTRACT

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

#### A. TRANSFER PROCEDURES:

Provide US or the DEALER the following items:

- **a.** Completed TRANSFER OF CONTRACT form (see page 9)
- b. This CONTRACT.
- c. A \$50.00 transfer fee payable to US or the DEALER; 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:

- a. THIS CONTRACT CAN ONLY BE TRANSFERRED TO A PRIVATE OWNER, WITHIN 20 DAYS OF CHANGE OF VEHICLE OWNERSHIP.
- 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.

#### VII. ARBITRATION

This CONTRACT contains a binding arbitration provision, which requires all disputes related to the CONTRACT to be resolved by arbitration and not in a court of law. The results of any arbitration proceeding are generally final and binding on both the YOU and US. Please read the following carefully as it may affect your legal rights, including the right to file a lawsuit in court.

Any controversy or claim arising out 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 US in writing of YOUR intent to seek arbitration at the following address:** 

Honda Care Contract Services P.O. Box 2225 Torrance, CA 90509-2225

## VIII. NOTICE

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 US, 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 (800) 999-5901.

#### For residents of all states:

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: Acura Care Contract Services

#### TRANSFER OF CONTRACT

To initiate this CONTRACT transfer, YOU must transfer, in writing, this CONTRACT within 20 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 US or the DEALER.

The DEALER will notify US. 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**

Address		
City	State	Zip Code
Phone Number()_		
New Owner Informa	tion	
Address		
City	State	Zip Code
Vehicle Identificati	on Number	
Transfer Mileage _	Trans	ter Date
Authorized Seller's	s Signature	rer Date
Authorized Seller's	s Signature	