

CONTRACT NO.

INFORMATION SCHEDULE

1. Covered Vehicle

VIN _____

Make _____ Model _____ Year _____ Current Odometer Reading _____

Vehicle Code _____ Vehicle Class _____ Diesel 4x4/AWD Turbo/Supercharged

Check All That Apply:

2. Customer

Name _____ Street _____

City _____ State _____ Zip Code _____ Telephone _____ Hm () Wk ()

3. Service Contract Period

This Service Contract begins on the **Service Contract Purchase Date** (See Key Terms) and at the Current Odometer Reading stated in Section 1 of the Information Schedule. This Service Contract ends when the Months indicated below from the **Service Contract Purchase Date** is reached or when the additional Miles indicated below are registered on the odometer, whichever occurs first.

Term: Months Miles

4. Coverage Plan

If no Coverage Plan box has been checked, Silver Coverage Plan will apply.

Power Train Silver Gold Platinum

Additional Benefits: Rental Reimbursement and Emergency Roadside Assistance apply to all Coverage Plans.

Commercial Use: Silver Coverage Plan Only

5. Deductible

Standard Deductible: \$100 Per Visit

Optional Deductible: If the Optional Deductible box has not been checked, the \$100 Standard Deductible will apply. Deductible (The deductible is \$0 if covered repairs are performed at the Selling Dealer and \$100 per visit when performed elsewhere.)

6. Service Contract Price

Price: \$ _____

7. Selling Dealer

Dealer Number _____ Name _____ Street _____

City _____ State _____ Zip Code _____ Telephone _____ ()

8. Lien Holder

I, the undersigned holder of this Service Contract, hereby authorize the following Lien Holder: 1. To receive any refund for credit to my account in the event this Service Contract is canceled; and 2. To cancel the Service Contract in the event I default in my obligation to such Lien Holder. **In Utah only: Statement #2 does not apply.**

Name _____ Address _____

Service Contract Purchase Date

Month Day Year

Notice to Customer:

- The purchase of this Service Contract is not required to obtain financing or to purchase or lease this vehicle.
- You are required to obtain authorization prior to beginning any repairs covered by this Service Contract. Refer to Service Contract Section VII. "Your Responsibilities" for instructions.
- You must follow the maintenance procedures listed in Service Contract Section V. "Maintenance Requirements." If your failure to follow the procedures causes a breakdown, you may be denied coverage.
- The benefits provided under Dealer Warranties required by state law are not covered by this Service Contract.
- If the manufacturer's warranty has been declared void, this Service Contract does not cover the vehicle until the end of what would have been the manufacturer's warranty.
- The Service Contract Price may be financed with the purchase of this vehicle. Other payment options may be available.

Signed By _____
Customer

Signed By _____
Dealer's Representative

THE MECHANIC®
MECHANICAL REPAIR SERVICE CONTRACT

ADMINISTRATOR:*
175 WEST JACKSON BLVD., 12TH FLOOR
CHICAGO, ILLINOIS 60604
TOLL FREE: 1-800-621-2130
www.mrclaims.net

* In Arizona, the Administrator is:
Consumer Program Administrators, Inc.

FOR EMERGENCY ROADSIDE ASSISTANCE:
TOLL-FREE 1-866-603-5420

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I. AGREEMENT

This agreement describes the coverage **you** will have under **your** Mechanical Repair Service Contract (hereafter referred to as "Service Contract"). In return for payment by **you** of the **Service Contract Price** and subject to all the terms of this Service Contract, **we** agree with **you** as follows:

II. KEY TERMS

When used, Key Terms will appear in **bold** print.

"Vehicle" means the covered car or truck shown in Section 1 on the Information Schedule.

"You" and **"your"** mean the customer (private individual) shown in Section 2 on the Information Schedule, or a eligible person to whom this Service Contract has been properly transferred.

"We", "us", and **"our"** mean Automotive Warranty Services, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-621-2130 except in the state of Alabama where **We, us,** and **our** mean Automotive Warranty Services, Inc. d.b.a. Alabama Warranty Services, 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-621-2130; in the states of Arizona, Iowa and Wyoming where **we, us,** and **our** mean Consumer Program Administrators, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-621-2130; in the state of California where **we, us,** and **our** mean Motor Warranty Services of North America, 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-621-2130, California License #E44213 and in the states of Louisiana and Wisconsin where **We, us,** and **our** mean Automotive Warranty Services of Florida, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-621-2130.

"Administrator" means Automotive Warranty Services, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-621-2130 except in the state of Alabama where **Administrator** means Automotive Warranty Services, Inc. d.b.a. Alabama Warranty Services, 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-621-2130; in the states of Arizona, Iowa and Wyoming where **Administrator** means Consumer Program Administrators, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-621-2130; in the state of California where **Administrator** means Motor Warranty Services of North America, 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-621-2130; and in the states of Louisiana and Wisconsin where **Administrator** means Automotive Warranty Services of Florida, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-621-2130.

"Breakdown" means the failure of any original or replacement part covered by this Service Contract to perform its intended function(s) in normal service, providing it has received all scheduled maintenance as provided by the manufacturer in the Owners Manual. **Breakdown** does not include the gradual reduction in operating performance caused by use and tear where a failure has not occurred.

"Odometer Miles" means the actual miles **your vehicle** has traveled as recorded on an unaltered odometer.

"Cost" means the retail prices and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer's suggested retail price of parts and labor allowances derived from nationally recognized labor time publications.

At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufacturer parts.

"Warranty" means any **warranty** of the manufacturer, state required **warranty**, dealer **warranty** or a **repair facility** guarantee.

"Deductible" means the amount **you** must pay for covered repairs per visit. The standard **deductible** is \$100. If the optional Disappearing Deductible box is checked, the **deductible** is \$0 when covered repairs are performed at the **Selling Dealer** and \$100 per visit when performed elsewhere. If **your cost** is a **warranty deductible** charge imposed by the manufacturer, this Service Contract will pay the manufacturer's **deductible**.

"Service Contract Price" means the amount **you** paid for this Service Contract shown in Section 6 on the Information Schedule.

"Service Contract Purchase Date" means the date **you** purchased this Service Contract shown on the Information Schedule.

"Repair Facility" means a franchised automobile dealer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of not less than 6 months and 6,000 miles. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs.

"Selling Dealer" means the dealer from whom **you** purchased this Service Contract shown in Section 7 on the Information Schedule.

III. WHAT THIS SERVICE CONTRACT COVERS

A. Breakdown

During the Service Contract Period, subject to the selected Coverage Plan, **we** will pay a **repair facility**, or at **our** option, reimburse **you** the **cost** to remedy any **breakdown** of the following parts less **your deductible**.

At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufacturer parts.

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POWER TRAIN COVERAGE

When the POWER TRAIN Coverage Plan box has been checked on the Information Schedule, only the following parts are covered. Parts not listed are not covered.

Assembly

Parts Covered

1. ENGINE

Gasoline Engine – Cylinder block and all internal lubricated parts including; crankshaft, rod and main bearings, cam bearings, expansion (freeze) plugs, connecting rods, wrist pins, pistons, piston rings, camshaft, cam tower, lifters, cylinder head, valves and guides, valve springs, rocker arms (cam followers), pushrods, timing chain housing (cover), timing chain and sprockets, timing belt and pulleys, timing belt tensioner, intake and exhaust manifolds, flywheel, balance shafts, harmonic balancer and retainer bolt, crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, engine oil cooler hoses, oil filter adapter/housing, engine oil sending unit, engine mounts, water pump, temperature sending unit, thermostat and housing, fuel supply pump, vacuum pump, dipstick and tube, fasteners for the components listed above.

Turbocharged/Supercharged/Rotary/Diesel/Enhanced Engines – All of the above listed parts or equivalent plus: turbocharger, waste gate controller, intercooler, hard lines, compressor, clutch and pulley, bypass valve, injection pump, lines and nozzles.

2. TRANSMISSION

Automatic – Case and all internal lubricated parts including; oil pump, valve body, torque converter, vacuum modulator, governor, main shaft, clutches, bands, drums, gear sets, bearings, bushings, sealing rings, TV cable, seals, bands, electronic shift control unit, transmission mounts, cooler, cooler hoses and hard lines, dipstick and tube, fasteners for the components listed above.

Standard – Case and all internal lubricated parts including; main shaft, gear sets, shift shafts, synchronizers, bearings, bushings, fasteners for the components listed above.

Transfer Case – (4X4 vehicles) – Case and all internal lubricated parts including; main shaft, gear sets, chain and sprockets, bearings, bushings, mounts, fasteners for the components listed above, electronic and vacuum shift control components.

3. FRONT WHEEL DRIVE

Final drive housing and all internal parts including; carrier case, gear sets, chain and sprockets, bearings, bushings, pinion shafts, universal joints, front hub bearings, locking hub assemblies (4X4), drive shaft support, fasteners for the components listed above.

4. REAR WHEEL DRIVE

Drive axle housing and all internal lubricated parts including; carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, rear hub bearings, propeller shafts, universal joints, drive shaft support, fasteners for the components listed above.

SILVER COVERAGE

When the SILVER Coverage Plan box has been checked on the Information Schedule, only the following parts, in addition to the parts listed under the Power Train Coverage, are covered. Parts not listed are not covered.

5. STEERING

Housing/case and all internal lubricated parts including; rack and pinion bearing, rack and pinion bearing valve assembly, sector shaft, rack mounts and cushions, inner rod ends and bellows boots, speed sensor or steering gear equipment and valve assembly, sealing rings, bearings, bushings, pitman arm, center link, tie rods, idler arm, power steering pump, pressure relief valve, fluid reservoir, pressure and return hoses, cooler and hard lines, power cylinder assembly, steering rack and intermediate shafts, coupling, fasteners for the components listed above. (Does not include "rear wheel steering" component)

6. FRONT SUSPENSION

Upper and lower control arms, bump stop cushions, control arms, torsion bar mounts and bushings, upper and lower ball joints including; dust boots, steering knuckle (spindly), wheel bearings and seals, stabilizer shaft, stabilizer linkage including; mounts and bushings, strut rods and bushings, tie rods, fasteners for the components listed above.

7. BRAKES

Master cylinder, assist booster, wheel cylinders, combination valve, disc brake calipers (and rear caliper actuators), hard lines and fittings, backing plates, springs, clips and rollers, self-adjusting parking brake linkage and cables, fasteners for the components listed above.

8. SEALS AND GASKETS

All seals and gaskets on the assemblies listed above.

9. ELECTRICAL

Alternator, voltage regulator, front and rear windshield wiper motors and delay controller, starter motor and drive, starter solenoid, wiring harnesses, manually operated switches (specifically turn signal, headlight, dimmer, and wiper switches), mechanically actuated switches (ignition, headlight, and wiper relay switch), electronic fuel injection system (including all input/sensors & output/control units, except EGR valve related to the turbocharger system), electronic ignition module, distributor and coil, engine management control unit, knock sensor and oxygen sensor.

10. AIR CONDITIONING

Compressor and mounting bracket, clutch and pulley, condenser, evaporator, orifice tube, POA valve, accumulator, temperature control program, high/low pressure cut-off switches, high/low pressure hoses, pressure cycling switch, thermostat, drier, temperature control valve, o-ring seals, fasteners for the components listed above, and freon-refrigerant if necessary in conjunction with the repair of the components listed above.

GOLD COVERAGE

When the GOLD Coverage Plan box has been checked on the Information Schedule, only the following parts, in addition to the parts listed under the Silver Coverage, are covered. Parts not listed are not covered.

11. ADDITIONAL PARTS

Anti-lock brake system, power seat motor(s) and transmission(s), power window motor(s) and power regulator(s), power door lock actuator, digital and analog instrument display(s), low fuel sensor, low coolant sensor, low oil sensor, electronic rear view mirror motor(s), headlight door motor(s), heated back glass, windshield wiper washer pump(s), heater-A/C blower motor, heater core assembly, water control valve, radiator, radiator fan and clutch, radiator fan motor including fan blade, temperature sensor and relay, fuel tank and vent lines, fuel tank sending unit, power sunroof motor, convertible top motor, constant velocity joints, and horn assembly.

PLATINUM COVERAGE

When the PLATINUM Coverage Plan box has been checked on the Information Schedule, **we** will remedy any **breakdown of your vehicle** except for those listed under the section titled "What This Service Contract Does Not Cover."

B. Rental Reimbursement

When a **breakdown** renders **your vehicle** inoperable or unsafe to drive and requires **your vehicle** to be held by a **repair facility** overnight for covered repairs, **we** will pay **your** actual expenses to rent a replacement vehicle from a licensed rental agency not to exceed \$35 per day for a maximum of 5 days for any one **breakdown**. If **we** are notified of a parts delay within the first 5 days of a rental period and a parts back order verification has been submitted, **we** will pay **your** actual expenses to rent a replacement vehicle not to exceed \$35 per day for a maximum of 10 days.

C. Emergency Roadside Assistance (Not Available in Kentucky)

Emergency Roadside Assistance is available 24 hours a day, 365 days a year. **You** will only have to pay for covered costs in excess of \$100 per occurrence and for any non-covered expenses. Service must be a covered benefit under the terms and conditions of this Service Contract. This benefit is available only for the **vehicle** listed in Section 1 of the Information Schedule.

The following are covered emergencies under Emergency Roadside Assistance:

- **Towing Assistance** – when **your vehicle** is inoperable or unsafe to drive, **your vehicle** will be towed to the closest **repair facility** or to any other location requested by **you**.
- **Flat Tire Assistance** – service consists of the removal of the flat tire and its replacement with **your** spare tire.
- **Fuel, Oil, Fluid and Water Delivery Service** – an emergency supply of fuel, oil, fluid and water will be delivered if **your vehicle** is in immediate need.
- **Lock-out Assistance** – if **your** keys are locked inside **your vehicle**, assistance will be provided in gaining entry into **your vehicle**.
- **Battery Assistance** – if battery failure occurs, a jump-start will be provided to start **your vehicle**.

For Emergency Roadside Assistance, call toll-free: 1-866-603-5420.

IV. WHAT THIS SERVICE CONTRACT DOES NOT COVER

MAINTENANCE AND PARTS NOT COVERED

THE FOLLOWING ARE NOT COVERED UNDER YOUR SERVICE CONTRACT:

- A. THE MAINTENANCE SERVICES AND PARTS DESCRIBED UNDER MAINTENANCE REQUIREMENTS AS SHOWN IN THIS SERVICE CONTRACT OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.
- B. OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING ENGINE TUNE-UP, (INCLUDES SPARK PLUGS, GLOW PLUGS, IGNITION WIRES, DISTRIBUTOR CAP AND ROTOR), CARBURETOR, BATTERIES, FILTERS, LUBRICANTS OR FLUIDS, AIR CONDITIONING REFRIGERANT, ENGINE COOLANT, ALL HOSES AND BELTS (NOT SPECIFICALLY LISTED), WIPER BLADES, BRAKE PADS AND SHOES, BRAKE ROTORS AND DRUMS, SUSPENSION ALIGNMENT, CONSTANT VELOCITY BOOTS, TIRES, WHEEL COVERS, WHEEL RIMS, WHEELS, WHEEL BALANCING, SHOCK ABSORBERS, EXHAUST SYSTEM, CATALYTIC CONVERTER, FRICTION CLUTCH DISC AND PRESSURE PLATE, AND CLUTCH THROW OUT BEARING.
- C. GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, SEALED BEAM HEAD LAMPS, LIGHT BULBS, LENSES, TRIM, MOLDINGS, BRIGHT METAL, UPHOLSTERY, VINYL AND CONVERTIBLE TOPS, PAINT, SHEET METAL, BUMPERS, ALIGNMENT OF BODY PARTS, FLEXIBLE BODY PARTS, DOOR PANELS, BODY PANELS, STRUCTURAL FRAMEWORK, STRUCTURAL WELDS, HINGES, DOOR HANDLES, AND REMOVABLE HARDTOP ASSEMBLIES.
- D. AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, CB RADIOS, RADIO/SPEAKER EQUIPMENT, CRUISE CONTROL, SUNROOF, SOLAR POWERED DEVICES, TELEPHONES, TV/VCR/DVD AND RELATED COMPONENTS, AND APPLIANCES.

IN ADDITION, WE WILL NOT PAY BENEFITS:

1. FOR COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER, STATE REQUIRED WARRANTY, DEALER WARRANTY OR A REPAIR FACILITY'S GUARANTEE REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY OR GUARANTEE.
2. FOR ANY COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER ANY VEHICLE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR HAS BEEN VOIDED BY THE MANUFACTURER.
3. IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED OR JUNK VEHICLE.
4. WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION.
5. FOR EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS.
6. FOR EXPENSES CHARGED FOR NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.
7. FOR A BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, TERRORIST ACT, WAR, EXPLOSION, LIGHTNING, EARTHQUAKE, VOLCANIC ERUPTION, WINDSTORM, HAIL, WATER, FREEZING OR FLOOD.
8. FOR LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN.
9. FOR A BREAKDOWN WHEN CONTAMINATED FLUIDS CAUSED OR CONTRIBUTED TO THE BREAKDOWN.
10. FOR ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, SLUDGE OR RESTRICTED OIL FLOW. EXAMPLES INCLUDE BUT NOT LIMITED TO: ENGINE OIL MISMISCELLANEOUS, OIL CHANGE.
11. IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.
12. FOR A BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
13. FOR A BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR RACING OR OTHER COMPETITION.
14. FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER (E.G. OVERSIZED TIRES, LIFT KIT, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).
15. IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.
16. FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A BREAKDOWN OF A COMPONENT COVERED BY THIS SERVICE CONTRACT.
17. FOR THE REPAIR OF VALVES AND/OR RINGS FOR THE PURPOSE OF IMPROVING THE ENGINE'S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.
18. TO CORRECT A COSMETIC IMPERFECTION.
19. FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATION OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN THE MAINTENANCE REQUIREMENTS OF THIS SERVICE CONTRACT AND/OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.
20. FOR A BREAKDOWN CAUSED BY RUST OR WEAR RELATED CORROSION.
21. FOR A BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART.
22. IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES WHICH INCLUDES PICK-UP AND DELIVERY SERVICE, COMPANY POOL USE OR BUSINESS TRAVEL WHEN THE VEHICLE IS USED BY MORE THAN ONE DRIVER. HOWEVER, WHEN THE COMMERCIAL USE (SILVER COVERAGE PLAN ONLY) BOX ON THE INFORMATION SCHEDULE IS SELECTED, YOUR VEHICLE IS ELIGIBLE FOR COMMERCIAL USE, UNLESS YOUR VEHICLE HAS ONE OF THE FOLLOWING FEATURES: DIESEL, TURBOCHARGER/SUPERCHARGER; 4 WHEEL STEERING; 4 WHEEL DRIVE OR ALL WHEEL DRIVE. UNDER NO CIRCUMSTANCES WILL WE PROVIDE COVERAGE IF YOUR VEHICLE IS USED AS A TAXI, POLICE CAR OR OTHER EMERGENCY VEHICLE.
23. IF YOUR VEHICLE IS A TRUCK OR TRAILER MORE THAN 1 TON.
24. FOR A BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.
25. IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE.
26. TO REPAIR, REPLACE, TEST OR ADJUST ANY PART NOT COVERED BY THIS SERVICE CONTRACT UNLESS REQUIRED IN CONJUNCTION WITH THE REPAIR OF A COVERED PART.
27. FOR LABOR CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.
28. FOR A BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.
29. FOR ADDITIONAL LOSS OR DAMAGE WHICH IS OCCASIONED BY YOU OR OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
30. FOR REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
31. FOR DAMAGE CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION).
32. FOR REPAIRS OF WATER AND AIR LEAKS, RATTLES, SQUEAKS AND WIND NOISE.
33. IF YOUR VEHICLE IS POWERED ENTIRELY BY A FUEL SOURCE OTHER THAN GASOLINE OR DIESEL FUEL.
34. FOR A BREAKDOWN WHICH EXISTED PRIOR TO OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE.

UNDER EMERGENCY ROADSIDE ASSISTANCE, WE WILL NOT PAY BENEFITS:

35. FOR COST OF PARTS, REPLACEMENT KEYS, FLUIDS, COST OF FUEL, MATERIAL, ADDITIONAL LABOR RELATING TO TOWING OR THE COST OF INSTALLATION OF PRODUCTS.
36. FOR NON-EMERGENCY MOUNTING OR REMOVING OF ANY TIRES, SNOW TIRES, OFF-ROAD TIRES OR SIMILAR ITEMS.
37. FOR TOWING FROM, SERVICE OR REPAIR WORK PERFORMED AT A SERVICE STATION, GARAGE OR REPAIR SHOP.
38. FOR NON-EMERGENCY TOWING OR OTHER NON-EMERGENCY SERVICE.
39. FOR TOWING OR SERVICE ON ROADS NOT REGULARLY MAINTAINED, SUCH AS SAND BEACHES, OPEN FIELDS, FORESTS AND AREAS DESIGNATED AS NOT PASSABLE DUE TO CONSTRUCTION, ETC.
40. FOR REPEATED SERVICE CALLS FOR A VEHICLE IN NEED OF ROUTINE MAINTENANCE OR REPAIR.
41. FOR MORE THAN ONE DISABLEMENT FOR THE SAME CAUSE DURING ANY SEVEN DAY PERIOD.
42. FOR REIMBURSEMENT OF SERVICE SECURED INDEPENDENTLY OF THIS PROGRAM. FEES FOR SERVICES INCURRED INDEPENDENTLY ARE NOT COVERED.

V. MAINTENANCE REQUIREMENTS

In order to keep your Service Contract valid, you must follow the maintenance procedures listed below. If your failure to follow these procedures causes a breakdown, you may be denied coverage.

Your vehicle must be serviced receiving all scheduled maintenance as recommended by the Manufacturer in the Owners Manual, or You must have your vehicle serviced in the following manner every six (6) months or six thousand (6,000) miles, whichever comes first:

1. Change engine oil and filter.
2. Check PCV valve operation.
3. Check and maintain power steering fluid level.
4. Check and maintain transmission fluid level.
5. Check and maintain drive axle fluid level.
6. Lubricate front suspension.
7. Check and maintain the proper level of coolant.

In accordance with Manufacturers prescribed service intervals you must; change transmission fluid, drive axle fluid and brake fluid. Follow all other recommendations of the manufacturer regarding other special services (if applicable to your model) as outlined in the Owners Manual.

You must keep receipts which verify the Vehicle Identification Number, work orders and other documentation that shows date, a description of your vehicle, mileage and services performed. We may require you to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.

VI. WHO TO CALL FOR BREAKDOWN REPAIR AUTHORIZATION

All breakdowns must be reported promptly to the Selling Dealer. If you have moved or are traveling out of town, call the Administrator toll-free:

1-800-621-2130

VII. YOUR RESPONSIBILITIES

You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning while driving your vehicle. You are required to safely pull your vehicle off the road and shut down the engine immediately when either of these lights/gauges indicates a problem.

If you experience a breakdown, you agree to:

- Use all reasonable means to protect your vehicle from further damage.
- Notify the Administrator as soon as possible.
- Authorize the repair facility to perform necessary diagnostic work and provide "teardown authorization" so that the repair facility can provide an accurate diagnosis and estimate of repairs. **IMPORTANT: MECHANICAL REPAIR COVERAGE DOES NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS SERVICE CONTRACT.**
- Furnish the Administrator with such information as the Administrator may reasonably require and in requested proof of your vehicle's regular maintenance during the Service Contract Period as defined in Section V Maintenance Requirements of this Service Contract.
- Reserve the Administrator the right to refer your vehicle to the Selling Dealer or a dealer that sells and services your type of vehicle, for certain repairs.
- Allow the Administrator to examine your vehicle if the Administrator asks you to do so.
- Obtain authorization from the Administrator prior to beginning any repairs covered by this Service Contract.
- Call the following business day or as soon as reasonably possible to receive filing instructions should a breakdown occur on a weekend or holiday. Customer service hours are 7:00 AM – 7:00 PM (Central Time) Monday through Friday.

VIII. GENERAL PROVISIONS

1. Service Contract Period

The term of this Service Contract varies based on time and mileage for which it is issued as shown in Section 3 of the Information Schedule. The term begins on the **Service Contract Purchase Date** and the current odometer reading stated in Section 1 of the Information Schedule. The term expires when its time or mileage limit is reached, whichever occurs first.

2. When And Where You Are Covered

You are covered when this Service Contract is issued or transferred to you. This Service Contract applies only to **breakdowns** occurring within the continental United States of America, Alaska, Hawaii and Canada.

3. If You Have Other Coverage

If the manufacturer or repair facility agrees to pay for some of the **cost** of a **breakdown** after a **warranty** or guarantee has expired, **we** will pay only for any extra **cost**. If you have any other Rental Reimbursement coverage or Emergency Roadside Assistance coverage, **we** will pay only the amount in excess of that coverage, subject to the limit of this Service Contract.

4. Your Help and Cooperation

Your help and cooperation is required. **We** ask you to help **us** enforce your rights against any manufacturer or **repair facility** who may be responsible to you for the **cost** of repairs covered by this Service Contract.

5. Limit of Liability

Our limit of liability is the **cost** to repair or replace any covered **breakdown**; but in no event shall this **cost** exceed the average retail value of **your vehicle** as determined by the NADA (Official Used Car Guide) at the time of loss.

6. Subrogation

If **we** pay for a loss, **we** may require you to assign to **us** your rights of recovery against others. **We** will not pay for a loss if you impair these rights to recover. Your right to recover from others may not be waived.

7. Arbitration

In the event of a disagreement between you and us concerning **costs**, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day you filed your claim. Each party will select an appraiser. The two appraisers will select an umpire. Each party will pay the expenses of the appraiser it selects. The expenses of the umpire will be shared equally. Unless both parties agree otherwise, arbitration will take place in the county and state in which you live. Local rules apply. A majority decision will be binding.

8. How This Service Contract May Be Transferred

Your rights and duties under this Service Contract may only be transferred to a subsequent purchaser directly by you within thirty (30) days from the date of sale to the subsequent owner and upon payment to us of a \$50 transfer fee. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. This Service Contract can only be transferred if the remaining portion of the original manufacturer **warranty** including Powertrain **warranty** has not been reduced or voided. In the event of your death, the benefits of this Service Contract will be available to your spouse or legal representative.

9. How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You

You may cancel this Service Contract at any time. To cancel, contact the **Selling Dealer**. The **Selling Dealer** will assist with your cancellation request and verify the mileage of your vehicle. If you are unable to return to the **Selling Dealer**, you must provide written notice to us. A copy of your Service Contract and an odometer reading statement must be included with your request for cancellation. If you cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and you have not incurred a claim, a 100% refund of the **Service Contract Price** will be made. After sixty (60) days or if you have incurred a claim, a pro-rata refund of the lesser of unused time or unused mileage will be made. The pro-rata refund will be calculated by using the lesser percentage of the unused time or unused mileage compared to the total time or total mileage of your Service Contract Period, less an administrative fee of \$50. All refunds will be paid to the Lien Holder if any, otherwise to you.

VIII. GENERAL PROVISIONS (CONTINUED)

Cancellation By Us

We may cancel this Service Contract for any reason within ninety (90) days of the **Service Contract Purchase Date**. After ninety (90) days, we may cancel this Service Contract:

- If there has been a material misrepresentation or fraud at the time of sale of this Service Contract or when filing a claim under this Service Contract;
- If **you** have failed to maintain **your vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **you** have failed to repair the odometer;
- If **you** do not pay the **Service Contract Price**;
- If **your vehicle** has a salvage title; or
- If **you** use **your vehicle** in any manner not covered by this Service Contract.

If we cancel this Service Contract, we will mail **you** written notice at least thirty (30) days prior to cancellation. A pro-rata refund of the lesser of unused time or unused mileage will be made. The pro-rata refund will be calculated by using the lesser percentage of the unused time or unused mileage compared to the total time or total mileage of **your** Service Contract Period. All refunds will be paid to the Lien Holder if any, otherwise to **you**.

If this Service Contract is financed and **your vehicle** is a total loss or is repossessed, **you** authorize **your** Lien Holder (shown in Section 8 of the Information Schedule) to cancel this Service Contract and receive the refund.

10. Insurance

This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event we cease to operate, are bankrupt or **your** claim is not paid within sixty (60) days after proof of loss has been filed, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

11. Entire Service Contract

This Service Contract represents the entire agreement between **you** and **us**. No person has the authority to change this Service Contract or to waive any of its provisions. No other written or oral statements apply to this Service Contract.

IX. STATE AMENDMENTS

This Service Contract is amended to comply with the following state requirements:

(1) Alabama

General Provisions – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

If **you** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **you** have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to **us**.

The \$50 administrative fee is deleted and replaced with a \$25 administrative fee.

(2) Arizona

NOTICE TO CUSTOMER – is amended to include:

In the event a **breakdown** occurs when the **Administrator's** office is closed, **you** may follow the claim procedures in the Service Contract without prior authorization and reimbursement will be made to **you** or the **repair facility** in accordance with the Service Contract provisions.

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended to include:

The exclusion “When repairs are performed without the **Administrator's** prior authorization.” is revised to read, “WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION, EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY. (SEE SECTION TITLED YOUR RESPONSIBILITIES)”

The exclusion “For a **breakdown** caused by or involving modifications” is revised to read, “FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER AND THE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. OVERSIZED TIRES, LIFT KIT, AFTERMARKET PERFORMANCE PARTS, SYSTEMS)”

The exclusion “If **your vehicle's** odometer...” is revised to read, “IF, WHILE OWNED BY YOU, YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE.”

The exclusion “If **your vehicle** was manufactured in a U.S. specification model.” is deleted in its entirety.

The exclusion “For a **breakdown** which existed prior to the **Service Contract Purchase Date**.” is deleted in its entirety.

YOUR RESPONSIBILITIES – is amended to include:

Emergency Repair Instructions: In the event that a **breakdown** of a covered part occurs when the **Administrator's** office is closed and emergency repairs are necessary, **you** may follow the claim procedures and commence emergency repairs without securing the **Administrator's** prior authorization. However, **you** or the authorized service representative must notify the **Administrator** of the repairs as soon as the **Administrator's** office reopens. **You** must submit written information and documentation concerning the **breakdown** and repairs no later than thirty (30) days after the **breakdown**. Reimbursement of emergency repairs will be subject to all terms and conditions of this Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because **your vehicle** was inoperative or unsafe to drive. Parts must be available for inspection when the **Administrator's** office reopens.

General Provisions – Section 7 “Arbitration” is deleted in its entirety and replaced by the following:

7. Arbitration

If **you** or **we** do not agree on the amount of damages, either party may make a written demand for arbitration. Provided **you** and **we** BOTH agree TO SUCH ARBITRATION, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within thirty (30) days, **we** may request that selection be made by a judge having jurisdiction. Each party will pay the expenses they incur and bear the expenses of the third party arbitrator equally. A decision agreed by the three arbitrators will be binding.

General Provisions – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

We may cancel this Service Contract any time for the following reasons:

- If there has been a material misrepresentation or fraud by **you** at the time of sale of this Service Contract or when filing a claim under this Service Contract;
- If **you** have failed to maintain **your vehicle** as prescribed by the manufacturer;
- If, while owned by **you**, the odometer has been tampered with or disabled and **you** have failed to repair the odometer; or
- If **you** do not pay the **Service Contract Price**.

(3) California

General Provisions – Section 7 “Arbitration” is deleted in its entirety.

General Provisions – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$25 or 10% of the refund amount, whichever is less.

The thirty (30) day written notice prior to cancellation is deleted and replaced with sixty (60) days.

Our right to cancel for any reason is changed from ninety (90) days to sixty (60) days.

If we cancel during the first sixty (60) days and **you** have not incurred a claim, a 100% refund of the **Service Contract Price** will be made.

General Provisions – Section 10 “Insurance” is deleted in its entirety and replaced by the following:

10. Insurance

Performance to **you** under this Service Contract is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the Service Contract has been denied or has not been honored within sixty (60) days after **your** request. The name and address of the insurance company is: Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If **you** are not satisfied with the insurance company's response, **you** may contact the California Department of Insurance at 1-800-927-4357.

(4) Colorado

General Provisions – Section 10 “Insurance” is deleted in its entirety and replaced by the following:

10. Insurance

Our obligations under this Service Contract are insured under an Insurance Policy #2631 issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event we cease to operate, are bankrupt or **your** claim is not paid within 60 days after proof of loss has been filed, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

IX. STATE AMENDMENTS (CONTINUED)

(5) Connecticut

The coverage afforded by this Service Contract is still available should the Service Contract Period lapse while **your vehicle** is in the custody of a **repair facility** for a covered repair.

General Provisions – Section 7 “Arbitration” is amended to include: “Resolution of Disputes”

The State of Connecticut has established an arbitration process to settle disputes between **you** and **us** arising from extended warranty contracts. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of this Service Contract.

(6) Georgia

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended to include:

The exclusion “If **your vehicle** is used for commercial purposes...” is revised to read “**IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES, WHICH INCLUDES PICK UP, COMPANY POOL USE OR BUSINESS TRAVEL WHEN THE VEHICLE IS USED BY MORE THAN ONE DRIVER. HOWEVER, WHEN THE COMMERCIAL USE (SILVER COVERAGE PLAN ONLY) BOX ON THE INFORMATION SCHEDULE HAS BEEN SELECTED, YOUR VEHICLE IS ELIGIBLE FOR COMMERCIAL USE, UNLESS YOUR VEHICLE HAS ONE OF THE FOLLOWING FEATURES: DIESEL; TURBOCHARGER/SUPERCHARGER; 4 WHEEL STEERING; 4 WHEEL DRIVE OR ALL WHEEL DRIVE. UNDER NO CIRCUMSTANCES WILL WE PROVIDE COVERAGE IF YOUR VEHICLE IS USED AS A TAXI, POLICE CAR OR OTHER EMERGENCY VEHICLE.**”

The exclusion “For any **breakdown** caused by contamination...” is revised to read “**FOR ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY OR RESTRICTED OIL FLOW.**”

The exclusion “For a **breakdown** caused by or involving modifications...” is revised to read “**FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS MADE SUBSEQUENT TO THE PURCHASE OF THIS SERVICE CONTRACT UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER (E.G. OVERSIZED TIRES, LIFT KIT, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).**”

The exclusion “If **your vehicle’s** odometer has been stopped...” is revised to read “**IF, WHILE OWNED BY YOU, YOUR VEHICLE’S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE’S ACTUAL MILEAGE.**”

The exclusion “For a **breakdown** which existed prior to, or was caused by a condition which existed prior to the **Service Contract Purchase Date.**” is deleted in its entirety.

YOUR RESPONSIBILITIES – is amended to include:

The bullet point “Authorize the repair facility to perform necessary diagnostic work...” is deleted in its entirety.

General Provisions – Section 7 “Arbitration” is deleted in its entirety.

General Provisions – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is deleted in its entirety and replaced by the following:

9. How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You

You, or a person authorized by **you**, may cancel this Service Contract at any time. To cancel, contact the **Selling Dealer**. The **Selling Dealer** will assist with **your** cancellation request and verify the mileage of **your vehicle**. If **you** are unable to return to the **Selling Dealer**, **you** must provide written notice to **us**. A copy of **your** Service Contract and an odometer reading statement must be included with **your** request for cancellation. If **you** cancel this Service Contract, **you** will receive 90% of the unearned pro-rata **Service Contract Price**. The refund will be paid to the Lien Holder if any, otherwise to **you**.

Cancellation By Us

We may cancel this Service Contract:

- In the event of fraud;
- In the event of material misrepresentation; or
- If **you** do not pay the **Service Contract Price**.

If **we** cancel this Service Contract, **we** will mail **you** written notice:

- At least ten (10) days prior to the effective date of cancellation if **you** do not pay the **Service Contract Price**; or
- At least thirty (30) days prior to the effective date of cancellation if fraud or material misrepresentation.

If **we** cancel this Service Contract, **you** will receive 100% of the unearned pro-rata **Service Contract Price**. The refund will be paid to the Lien Holder if any, otherwise to **you**.

If this Service Contract is financed and **your vehicle** is repossessed, is lost or is reassessed, **we** authorize **your** Lien Holder (shown in Section 8 of the Information Schedule) to cancel this Service Contract and receive a refund.

Should **we** fail to refund the unearned consideration, **you** have the right to receive the refund directly from Virginia Surety Company, Inc.

(7) Idaho

Coverage afforded under this Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

(8) Illinois

General Provisions – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the refund amount, whichever is less.

(9) Indiana

Your proof of payment to the issuing dealer for this Service Contract shall be considered proof of payment to the insurance company, which guarantees **our** obligation to **you** providing such insurance was in effect at the time **you** purchased this Service Contract.

(10) Iowa

WHAT THIS SERVICE CONTRACT COVERS – is amended to include:

Used parts will not be used to replace covered parts without prior written authorization from **you**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.

General Provisions – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

If **you** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **you** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to **us**.

All refunds will be paid to the **Selling Dealer** to the Lien Holder if any, otherwise to **you**.

If **you** have questions regarding **your** Service Contract, **you** may address them to the Iowa Insurance Commissioner at the following address:

Iowa Insurance Department
330 Maple Street
Des Moines, Iowa 50319-0065

(11) Kentucky

WHAT THIS SERVICE CONTRACT COVERS – is amended to include:

D. Towing and Road Service

When a covered **breakdown** disables **your vehicle**, **we** will pay for towing and emergency road service not to exceed \$100 per disablement, provided such labor is performed at the scene of the disablement.

(12) Louisiana

General Provisions – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, Cancellation By You” is deleted in its entirety and replaced with the following:

Cancellation By You

You may cancel this Service Contract at any time. To cancel, contact the **Selling Dealer**. The **Selling Dealer** will assist with **your** cancellation request and verify the mileage of **your vehicle**. If **you** are unable to return to the **Selling Dealer**, **you** must provide written notice to **us**. A copy of **your** Service Contract and an odometer reading statement must be included with **your** request for cancellation. If **you** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date**, a 100% refund of the **Service Contract Price** will be made. After sixty (60) days, a pro-rata refund of the lesser of unused time or unused mileage will be made. The pro-rata refund will be calculated by using the lesser percentage of the unused time or unused mileage compared to the total time or total mileage of **your** Service Contract Period, less an administrative fee of \$50. All refunds will be paid to the Lien Holder if any, otherwise to **you**.

IX. STATE AMENDMENTS (CONTINUED)

(13) Maryland

General Provisions – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

If **you** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **you** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to **us**.

(14) Minnesota

NOTICE TO CUSTOMER – is amended to include:

The bullet point “**You** must follow the maintenance procedures...” is revised to read, “**You must follow the maintenance procedures listed in Service Contract Section V. “Maintenance Requirements.” If your failure to follow the procedures causes a breakdown, you will be denied coverage.**”

The bullet point “If the manufacturer’s **warranty** has been declared void, this Service Contract does not cover the **vehicle** until the end of what would have been the manufacturer’s **warranty**.” is deleted in its entirety.

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended to include:

The exclusion “For **costs** covered by any **warranty** of the manufacturer...” is revised to read, “**FOR COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER, STATE REQUIRED WARRANTY, DEALER WARRANTY OR A REPAIR FACILITY’S GUARANTEE.**”

The exclusion “For any **breakdown** caused by contamination...” is revised to read, “**FOR ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS.**”

The exclusion “If **your vehicle’s** odometer has been stopped...” is revised to read, “**IF, WHILE OWNED BY YOU, YOUR VEHICLE’S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE’S ACTUAL MILEAGE.**”

The exclusion “For any **costs** that are or would have been covered under any vehicle manufacturer **warranty** whether or not such **warranty** is in effect in another country or has been voided by the manufacturer.” is deleted in its entirety.

The exclusion “If **your vehicle** has been declared a total loss, salvaged or junk vehicle.” is deleted in its entirety.

The exclusion “For a **breakdown** caused by rust or weather related corrosion.” is deleted in its entirety.

The exclusion “For a **breakdown** of a covered part resulting from the failure of a non-covered part.” is deleted in its entirety.

The exclusion “For a **breakdown** which existed prior to or was caused by a condition which existed prior to the **Service Contract Purchase Date**.” is deleted in its entirety.

MAINTENANCE REQUIREMENTS – is amended to include:

If **your vehicle** was not equipped with an Owners Manual when **you** purchased **your vehicle**, upon **your** request, **we** will provide **you** with an Owners Manual which lists the Manufacturer’s Maintenance Schedule.

The sentence “If **your** failure to follow these procedures...” is revised to read, “**If your failure to follow these procedures causes a breakdown, you will be denied coverage.**”

The sentence “**We** may require **you** to furnish...” is revised to read, “**We will require you to furnish the Administrator with proof that the specified services have been performed.**”

The sentence “Failure to show proof of servicing...” is revised to read, “**Failure to show proof of servicing will result in the denial of coverage.**”

GENERAL PROVISIONS – is amended to include:

Express Warranty

Minnesota statute 325F.662 requires that every used motor vehicle sold by a dealer is covered by an express **warranty** which the dealer shall provide to the customer. At a minimum, the express **warranty** applies to the following terms: (1) if the used motor vehicle has less than 36,000 miles, the **warranty** must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) if the used motor vehicle has 36,000 miles or more, but less than 75,000 miles, the **warranty** must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Parts listed under the section titled: What This Service Contract Covers, shown in **bold print**, may be covered by the express **warranty**. Parts not listed are covered by this Service Contract only after expiration of the express **warranty**.

General Provisions – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

We may only cancel this Service Contract after ninety (90) days for the following reasons:

- If **your vehicle** is a total loss or is repossessed.
- If **you** use **your vehicle** in any manner not covered by this Service Contract.
- If, while owned by **you**, the odometer has been tampered with or disabled and **you** have failed to repair the odometer; or
- If **you** do not pay the **Service Contract Price**.

(15) Missouri

This Service Contract is not an insurance contract.

Key Terms – “**We**”, “**us**” and “**our**” is amended to include “**Provider**”

YOUR RESPONSIBILITIES – is amended to include:

- **Emergency Repair Instructions** – If a **breakdown** of a covered part occurs when the Administrator’s office is closed and emergency repairs are necessary, **you** may follow the instructions for emergency repairs without securing the Administrator’s prior authorization. However, **you** or the authorized service representative must notify the Administrator of the repairs as soon as the Administrator’s office reopens. **You must submit written information and documentation regarding the breakdown and repairs no later than thirty (30) days after the breakdown.** Reimbursement of emergency repairs will be subject to all terms and conditions of this Service Contract and nothing herein authorizes repairs not otherwise covered by the Service Contract. Repairs are required because your vehicle was inoperative or unsafe to drive. Parts must be available for inspection when the Administrator’s office reopens.

General Provisions – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, Cancellation By You” is amended to include:

If **you** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and have not incurred a claim, then **we** will also pay a ten percent (10%) penalty per month on the refund that this refund has not been paid by **us**, should the required refund not be paid within forty-five (45) days of **our** receipt of the canceled Service Contract. Should a penalty be due and owing, then **we** will pay it to the Lienholder, if any, otherwise to **you**.

Cancellation by **you** will become effective as of the date the written notice of **your** cancellation is received by **us**. **We** will mail **you** written notice of **our** receipt and resulting cancellation of **your** Service Contract within forty-five (45) days of the date of cancellation.

General Provisions – Section 10 “Insurance” is amended to include:

A claim against the **Provider** also include a claim for return of the unearned **Provider** fee.

(16) New Hampshire

General Provisions – Section 10 “Insurance” is deleted in its entirety and replaced by the following:

10. Insurance

Our obligations under this Service Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event **we** cease to operate, are bankrupt or **your** claim is not paid within sixty (60) days after proof of loss has been filed, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206. If **you** are not satisfied with the insurance company’s response, **you** may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261.

(17) New York

General Provisions – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

If **you** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **you** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to **us**.

(18) North Carolina

General Provisions – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the refund amount, whichever is less.

IX. STATE AMENDMENTS (CONTINUED)

(19) Texas

The **Administrator** is Automotive Warranty Services, Inc., Texas Provider #168.

Unresolved complaints or questions concerning the regulation of service contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.

General Provisions – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By You is amended to include: If **you** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **you** have not incurred a claim, this Service Contract shall be void and a 100% refund of the **Service Contract Price** will be made. A ten percent (10%) penalty per month shall be added to any refund on a voided Service Contract that is not paid within forty-five (45) days of return of this Service Contract to **us**. If **your** cancellation refund is not paid within forty-five (45) days after the Service Contract has been returned to **us**, **you** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604.

The right to cancel this Service Contract is not transferable to a subsequent holder of this Service Contract.

How Refunds are Calculated is amended to include:

If this Service Contract is canceled by **us**, no administrative fee will be charged.

(20) Utah

Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association.

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

General Provisions – Section 7 “Arbitration” is deleted in its entirety and replaced by the following:

7. Arbitration

Any matter in dispute between **you** and **us** may be subject to arbitration as an alternative to court action pursuant to the rules of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from **us**. Any decision reached by arbitration shall be binding upon both **you** and **us**. The arbitration award may include attorney’s fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

General Provisions – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

We may cancel this Service Contract at any time for any of the reasons listed below:

- For nonpayment of premium;
- For material misrepresentation;
- For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or
- For substantial breaches in contractual duties, conditions or warranties.

If this Service Contract is financed and **your vehicle** is a total loss or is repossessed, **you** authorize **your** Lien Holder (shown in Section 1 of the Information Schedule) to receive the refund.

(21) Wisconsin

THIS SERVICE CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended to include:

The exclusion “When repairs are performed without the Administrator’s prior authorization.” is deleted in its entirety.

General Provisions – Section 6 “Subrogation” is amended to include:

You will be made whole before **we** retain any amount **we** may recover.

General Provisions – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

Our right to cancel for any reason is changed from ninety (90) days to sixty (60) days.

FOR BREAKDOWN REPAIR AUTHORIZATION, CALL YOUR SELLING DEALER OR:

– Call Automotive Warranty Services, Inc. toll-free: 1-800-621-2130

FOR TOWING OR OTHER EMERGENCY ROADSIDE ASSISTANCE:

– Call toll-free: 1-866-603-5420

TO REGISTER YOUR SERVICE CONTRACT FOR SEVERE WEATHER VISIT US AT:

– www.mrclaims.net

SAMPLE