

1 THRU 4 MAJOR COVERAGE

1. **ENGINE:** All internally lubricated parts including: crankshaft, rod and main bearings, camshaft, cam bearings, connecting rods, wrist pins, pistons, piston rings, valves and valve guides, valve retainers, hydraulic or solid lash adjusters, rocker arms, push rods, cam followers, timing chains and gears, balance shafts and bearings; oil pump assembly; timing belt and tensioner; timing chain cover; valve cover; water pump; fuel pump; diesel injector pumps. All internal parts within the supercharger/turbocharger housing; waste gate; waste gate actuator; supercharger drive pulley; exhaust manifold. Engine block, rotor housing, cylinder heads, and oil pan are covered only if damaged by the failure of an internally lubricated part.
2. **TRANSMISSION/TRANSFER CASE:** All internally lubricated parts contained within the transmission or transfer case including: front pump, torque converter, governor, main shaft, bands, drums, gear sets, bearings, bushings, synchronizers, transfer case chain and gears, vacuum modulator valve. Transmission/transfer case housing is covered only if damaged by the failure of an internally lubricated part.
3. **DRIVE AXLE (FRONT & REAR):** All internally lubricated parts contained within the drive axle housing; axle shafts; constant velocity joints; drive shafts; universal joints. Drive axle housing is covered only if damaged by the failure of an internally lubricated part.
4. **SEALS AND GASKETS:** Seals and gaskets are covered only when required in connection with the repair or replacement of covered components and/or parts listed above.
ONLY THOSE PARTS LISTED HEREIN ARE COVERED PARTS; ANY PARTS NOT LISTED ARE NOT COVERED.

1 THRU 10 TOTAL COVERAGE

5. **ENGINE:** Engine block, rotor housing, cylinder heads, and thermostat.
6. **SUSPENSION (FRONT & REAR):** Upper and lower control-arm shafts and bushings; upper and lower ball joints; king pins; spindle and spindle supports; stabilizer bar; torsion bars; radius arms and bushings.
7. **STEERING:** All internally lubricated parts contained within the steering gear box; rack and pinion assembly; control valve; power steering pump and pulley; power cylinder assembly; power steering cooler; pitman arm; idler arm; 2 wheel and 4 wheel steering shaft and coupler.
8. **BRAKES:** Master cylinder; vacuum/hydraulic assist booster; front and rear disc brake calipers; wheel cylinders; proportioning valve; metal brake lines and fittings; backing plate; mounting hardware; self adjusters; brake pedal shaft.
9. **ELECTRICAL:** Alternator; voltage regulator; starter motor and solenoid; front and rear wiper motors; wiper switches; wiper transmission; windshield washer pump; ignition switch; headlight and dimmer switch; turn signal switch; rear defroster switch; cigarette lighter assembly.
10. **AIR CONDITIONING:** Compressor, clutch, field coils and pulley; condenser; evaporator; expansion valve; P.O.A. valve; blower motor; accumulator; receiver/drier and orifice tube.

TOTAL COVERAGE INCLUDES STAND-ALONE SEAL & GASKET COVERAGE FOR THE ABOVE COVERED PARTS.
ONLY THOSE PARTS LISTED HEREIN ARE COVERED PARTS; ANY PARTS NOT LISTED ARE NOT COVERED.

1 THRU 11 TOTAL PLUS COVERAGE

11. **HIGH-TECH:** Anti-lock brake master cylinder/controller; ABS pump and motor assembly; electronic instrument cluster; fuel distributor; fuel pressure regulator; fuel injectors; fuel injection modules and sensors; fuel tank and metal lines; body computer (BCM); ignition module; ignition coils and coil packs; distributor housing and shaft; air to air inter-cooler; external transmission cooler; radiator fan, motor and clutch; sunroof motor; keyless entry control module; electric convertible top motor; electric door lock actuators; electric trunk lid actuator; fuel door actuator; electric window motors and regulators; electric seat motor; power antenna motor; cruise control servo; cruise control module; clock; all manually operated electrical switches; relays; wiring harnesses; tie rod ends; wheel bearings; locking hubs; engine mounts; transmission mounts; harmonic balancer; glove box lock and latch assembly; center console lock and latch assembly; heater control cable; windshield washer nozzles.

TOTAL PLUS COVERAGE INCLUDES STAND-ALONE SEAL & GASKET COVERAGE FOR THE ABOVE COVERED PARTS.
ONLY THOSE PARTS LISTED HEREIN ARE COVERED PARTS; ANY PARTS NOT LISTED ARE NOT COVERED.

1 THRU 12 PLATINUM COVERAGE & 6 THRU 12 WRAP COVERAGE INCLUDING LEP

12. If YOU selected PLATINUM COVERAGE, the list of covered components above is a sample of some of the components that are covered. PLATINUM COVERAGE covers all components and parts of YOUR VEHICLE except for the items listed in Section E. of this CONTRACT. If YOU selected WRAP (6-12) Coverage, parts and components listed in Coverages 1-5 above are also Specifically Excluded. See WRAP (6-12) DEFINITION and LEP (LUXURY ELECTRONICS PACKAGE) Coverage on Page 2 for additional information.

PRIORITY SERVICE PLUS

(Optional) Priority Service PLUS is a Prepaid Maintenance Plan wherein the number of purchased intervals selected will be performed to: Change Engine Oil And Filter Lubricate Chassis Components And U-joints (if applicable) Check And Fill All Fluids Perform 15-Point Vehicle Safety Inspection Check For Needed Factory Recalls. See Section "N" of the CONTRACT for additional details.

NOTE: THIS BOOKLET IS NOT APPLICABLE IF YOU PURCHASED ONLY THE "PRIORITY SERVICE PLUS" PREPAID MAINTENANCE PLAN (OR ANY OTHER STAND-ALONE PREPAID MAINTENANCE PROGRAM).

LEP (LUXURY ELECTRONICS PACKAGE) ONLY FOR PLATINUM COVERAGE CONTRACTS

Your contract provides coverage only to the following specifically named Vehicle Manufacturer / Factory installed parts of your vehicle: GPS / Navigation Components, Liquid Crystal Display (LCD) Screens, DVD Players, Rearview Back-up Camera, and SYNC unit. **Coverage is limited to one (1) replacement per component, and excludes any damage from liquids, contaminants, dirt, dust, foreign objects, fire, theft, vandalism, abuse, broken or scratched camera lens, misuse, or neglect and LEP coverage is limited only to FAILURE of the "base unit" and does not cover any remote controls, hand-held controls, wiring, game cartridges, headphones, DVD's, MP3 Players, programming, or any other non-listed parts for the covered items above. The above listed coverage only applies to the Platinum Plan Coverage (1-12 or 6-12 Wrap Coverage). This coverage is not applicable to any other coverage plan.**

ADDITIONAL SERVICE CONTRACT BENEFITS - YOUR CONTRACT DEDUCTIBLE DOES NOT APPLY TO THE FOLLOWING FOUR BENEFITS, NOR DO CLAIMS FOR THESE FOUR BENEFITS APPLY TO YOUR LIFETIME DEDUCTIBLE REQUIREMENT.

- 1. ROADSIDE CARE:** (Effective for the term of YOUR CONTRACT coverage.) 24-hour nationwide emergency roadside service to help YOU with: towing, changing a flat tire, opening of a locked door, delivery of gasoline and jump start of YOUR VEHICLE. **ROADSIDE CARE BENEFITS MAY VARY BY STATE AND ARE ONLY PAID DIRECTLY TO OUR ROADSIDE ASSISTANCE PROVIDER. YOU ARE REQUIRED TO CALL 1-800-571-2016 OR 1-800-380-2165 TO OBTAIN ASSISTANCE. THE BENEFITS TO BE PAID ARE LIMITED TO \$75.00 PER OCCURRENCE.**
- 2. RENTAL CAR REIMBURSEMENT:** If YOU need a rental car due to the MECHANICAL BREAKDOWN or FAILURE of a covered component of YOUR CONTRACT, YOU will be reimbursed for expenses incurred to rent a like kind vehicle, not to exceed a maximum of \$30.00 per day and a maximum of five days per incident. YOUR car rental benefit is based upon the number of labor hours required to repair YOUR VEHICLE as listed in a nationally recognized labor time guide. Each eight hours of flat rate labor counts as one day (up to 8 hours equals one day, 8.1 to 16 hours equals two days, etc.). In addition, should YOUR VEHICLE need to be inspected by an outside source, rental will be reimbursed for up to two days, if it is determined that the MECHANICAL BREAKDOWN or FAILURE is a covered repair. Rental car benefits require Prior authorization from the ADMINISTRATOR (call 1-800-571-2016). Car rental will only be paid upon receipt of a valid dealer's or licensed rental agency's receipt.
- 3. TRIP INTERRUPTION REIMBURSEMENT:** If the MECHANICAL BREAKDOWN or FAILURE of a covered component disables YOUR VEHICLE, and YOU are required to remain overnight more than 100 miles from YOUR residence while repairs are completed, WE will reimburse YOU up to \$200.00, not to exceed \$100.00 per day, for the first two consecutive days, for costs incurred by YOU for meals and lodging between the date of MECHANICAL BREAKDOWN or FAILURE and the date repairs are completed. YOU must provide US with valid lodging and meal receipts in order to be reimbursed. Prior authorization is required.

4. **TIRES:** WE will reimburse YOU for the cost to repair, or, if non-repairable, to replace YOUR tires (original tires as supplied by the manufacturer and replacement tires of like kind and quality), for the length of this CONTRACT, due to defects in materials or workmanship, or if damaged from blowout, glass, punctures or other road hazard as permitted by law in YOUR State. Some states allow coverage for repair / replacement ONLY DUE TO DEFECTS IN MATERIAL OR WORKMANSHIP. In all cases, YOUR tire must have 5/32" of tread depth at time of occurrence for coverage to apply. The maximum amount payable under this coverage is \$25.00 per tire to repair and \$100.00 per tire replacement with a maximum CONTRACT benefit of \$400.00. Prior authorization is required from ADMINISTRATOR.

TERMS AND CONDITIONS

THIS CONTRACT IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS, EXTENSIONS, EXCEPTIONS AND DEFINITIONS. NO PERSON HAS THE AUTHORITY TO CHANGE THIS CONTRACT OR TO WAIVE ANY OF ITS PROVISIONS. THIS CONTRACT IS FOR THE SOLE BENEFIT OF THE PURCHASER NAMED HEREIN AND APPLIES ONLY TO THE VEHICLE DESCRIBED IN THE APPLICATION SECTION OF THIS CONTRACT.

ADMINISTRATOR's authorization for CONTRACT claims and additional benefits is always required prior to any services being performed. The ADMINISTRATOR can be reached at 1-800-571-2016 or via Fax at 303-306-1922. See Section C for additional information / instructions.

DEFINITIONS

- **ADMINISTRATOR:** Means the company appointed by US to administer this CONTRACT. This company is United Car Care, Inc., P.O. Box 3988, Greenwood Village, CO 80155-3988. Telephone 800-571-2016, Fax 303-306-1922. See Section C for additional information.
- **COMMERCIAL VEHICLE:** Any VEHICLE that is used for livery (to generate financial income, full or part-time). See Section D regarding additional definitions, underwriting availability and exclusions.
- **CONTRACT:** Means the Vehicle Service Contract YOU have selected and paid for on the ADMINISTRATOR

copy of YOUR CONTRACT/Application. It is a CONTRACT between YOU and US.

- **CONTRACTOR:** The obligor named on the front of this CONTRACT
- **DEDUCTIBLE:** Means the amount YOU must pay for covered repairs per visit, as marked on the ADMINISTRATOR copy of YOUR CONTRACT/Application. If YOU have a factory warranty deductible charge (for a repair covered by YOUR CONTRACT), this CONTRACT will pay charges in excess of YOUR CONTRACT DEDUCTIBLE (up to \$100.00 maximum).
- **DISAPPEARING \$100 DEDUCTIBLE:** Means if YOUR VEHICLE is returned to the ISSUING DEALER for repairs covered by YOUR CONTRACT, YOUR DEDUCTIBLE will be \$0.00. **If YOU take YOUR VEHICLE to a repair facility other than YOUR ISSUING DEALER, YOUR DEDUCTIBLE will be \$100.00.**
- **ISSUING DEALER:** Means the dealer shown on the front of this CONTRACT in the ISSUING DEALER box.
- **LIFETIME DEDUCTIBLE \$250 / \$25 COPAY PER CLAIM (Standard CONTRACT DEDUCTIBLE):** Means YOU will pay the first \$250.00 for repairs covered by YOUR CONTRACT then, after YOU have satisfied the \$250.00 requirement, YOUR CONTRACT DEDUCTIBLE for future covered claims will be \$0.00, less a \$25.00 copay per claim. The satisfied LIFETIME DEDUCTIBLE also makes the DEDUCTIBLE on future United Car Care, Inc. CONTRACTS \$0.00 with a \$25.00 copay per claim.
- **LIFETIME DEDUCTIBLE \$500 / \$25 DISAPPEARING COPAY PER CLAIM:** Means YOU will pay the first \$500.00 for repairs covered by YOUR CONTRACT then, after YOU have satisfied the \$500.00 requirement, YOUR CONTRACT DEDUCTIBLE for future covered claims will be \$0.00, less a \$25.00 copay per claim at a repair facility other than the ISSUING DEALER, OR \$0.00 copay per claim at the ISSUING DEALER. The satisfied LIFETIME DEDUCTIBLE also makes the DEDUCTIBLE on future United Car Care, Inc. CONTRACTS \$0.00 with a \$25.00 copay per claim.
- **MECHANICAL BREAKDOWN or FAILURE:** Means the MECHANICAL BREAKDOWN or FAILURE of any original or like replacement part covered by this CONTRACT to work as it was designed to work in normal service, **providing it has received required**

maintenance as defined under Section B of this CONTRACT, "YOUR RESPONSIBILITIES", and does not include worn parts that are within manufacturer tolerances.

- **NEW / EXTENDED ELIGIBILITY COVERAGE TERM:** Means any CONTRACT coverage with a SERVICE CONTRACT COVERAGE TERM other than the SERVICE CONTRACT COVERAGE TERMS listed in the USED COVERAGE TERM definition or the TRUE TERM COVERAGE TERM definition below.
- **USED COVERAGE TERM:** Means any CONTRACT coverage with a SERVICE CONTRACT COVERAGE TERM of: 3 months / 3,000 miles; 6 months / 6,000 miles; 12 months / 12,000 miles; 24 months / 24,000 miles; 36 months / 36,000 miles; or 48 months / 48,000 miles.
- **TRUE TERM COVERAGE TERM:** Means any CONTRACT coverage with a SERVICE CONTRACT COVERAGE TERM of 96 months / 96,000 miles; 96 months / 110,000 miles; 108 months / 110,000 miles; 108 months / 120,000 miles; or 120 months / 120,000 miles.
- **VEHICLE:** Means the VEHICLE described in the application section of this CONTRACT.
- **WE, US, OUR:** Means the CONTRACTOR (the obligor) named on the front of this CONTRACT.
- **WRAP (6-12):** Means the Wrap / Certified Wrap coverage YOU purchased excludes repair for **MECHANICAL BREAKDOWN** or **FAILURE** to parts/components listed in Coverage items 1 thru 5 (Engine, Transmission/Transfer Case, Drive Axle-front & rear, Seals & Gaskets for the aforementioned components). Additional part/component repairs that are covered by other warranty(ies) are also excluded from YOUR CONTRACT coverage for the term of said warranty(ies).
- **YOU, YOUR:** Means the PURCHASER as named on the front of this CONTRACT.

A. OUR RESPONSIBILITIES

1. WE agree to repair, replace or reimburse YOU for the reasonable cost to repair or replace any of the parts covered by YOUR CONTRACT, if required, due to a MECHANICAL BREAKDOWN or FAILURE. At OUR election, repair or replacements will be made with parts of a like kind and quality including but not limited to new,

re-manufactured, exchanged, or serviceable used components.

2. The obligations of the CONTRACTOR under this Vehicle Service Contract ("CONTRACT") are guaranteed by a Vehicle Service Contract Liability Insurance Policy (Policy # USA 038) issued by **DEALERS ASSURANCE COMPANY ("DAC"), 3518 RIVERSIDE DRIVE, UPPER ARLINGTON, OH 43221 (1-800-282-8913)**. In the event the CONTRACTOR does not pay a covered claim within 60 days after proof of loss has been filed or the CONTRACTOR ceases to do business or goes bankrupt, YOU may apply directly to DAC at the address above for the mechanical protection afforded by the CONTRACT. **CONSULT PAGE 11 TO DETERMINE IF YOUR STATE HAS ANY VARIANCES TO THE ABOVE.**

B. YOUR RESPONSIBILITIES

1. To keep this CONTRACT valid, YOU must have YOUR VEHICLE serviced as recommended by the VEHICLE manufacturer. If requested, proof of required service including verifiable store receipts showing date, mileage, and VIN (Vehicle Identification Number) of the VEHICLE at the time of service must be presented in order to have repairs begin on YOUR VEHICLE. If YOU are not sure of the manufacturer's recommended maintenance intervals, it is YOUR responsibility to contact the nearest dealership of the make of YOUR VEHICLE or US for this information. COMMERCIAL VEHICLES have special service requirements. See COMMERCIAL VEHICLES in section D.3 of this CONTRACT.
2. Upon customary and reasonable notice of the occurrence of a MECHANICAL BREAKDOWN or FAILURE, YOU shall protect the VEHICLE from further damage whether or not such MECHANICAL BREAKDOWN or FAILURE is covered by YOUR CONTRACT. Any operation of the VEHICLE that results in further damage related to the original MECHANICAL BREAKDOWN OR FAILURE, shall be considered negligence on YOUR part and failure to protect the VEHICLE, which damage shall not be covered under this CONTRACT. YOU are responsible for making sure that all VEHICLE fluids are full and that the oil warning

light/gauge and the temperature warning light/gauge are functioning before driving the VEHICLE. YOU are required to safely pull YOUR VEHICLE off of the road and shut off the engine immediately when either of the lights/gauges indicate a problem.

3. YOU must give authorization to a repair facility for tear down and inspection to diagnose a problem and it is YOUR responsibility to pay for this service in the event such charges are not subject to coverage or reimbursement under this CONTRACT. YOU are responsible for compliance with all the TERMS AND CONDITIONS stated in this CONTRACT. YOU must also report all claims to the ADMINISTRATOR at time of occurrence, whether covered by the CONTRACT (reimbursable) or not.

C. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE

1. If YOUR VEHICLE is within 50 miles of the ISSUING DEALER, YOU should return YOUR VEHICLE to the ISSUING DEALER for service under this CONTRACT. If YOUR VEHICLE is more than 50 miles from the ISSUING DEALER, contact the ADMINISTRATOR for instructions: 1-800-571-2016 - Fax: 303-306-1922. Services performed outside the ISSUING DEALER will be paid at a rate established by the ADMINISTRATOR. Mail all authorized claims to: Service Contract Administrator • P.O. Box 3988, Greenwood Village, CO 80155-3988. **Prior authorization from the ADMINISTRATOR is always required prior to any services being performed under this CONTRACT, except for emergency repairs. See Section C. 3 for details.** Under certain conditions, YOU may be required to have the VEHICLE sent to a repair facility selected by the ADMINISTRATOR. WE reserve the right to inspect YOUR VEHICLE prior to issuing the authorization to the repair facility.
2. Submitting a Claim: After the ADMINISTRATOR has authorized the claim, YOU are responsible for payment of the DEDUCTIBLE, copay and any items not covered by the CONTRACT. Within thirty (30) days of the authorized claim, submit a legible, itemized and signed original repair order including all sublet and rental bills when applicable, to the

ADMINISTRATOR for claim reimbursement. (Keep a copy for YOUR records.)

3. **Emergency Repairs can be performed without prior authorization from the ADMINISTRATOR provided the loss and repair meet each of the following four criteria:**
 - a. The **MECHANICAL BREAKDOWN or FAILURE** must prevent YOU from safely operating YOUR VEHICLE.
 - b. The need for repair is immediate and the ADMINISTRATOR'S office is closed.
 - c. The **MECHANICAL BREAKDOWN or FAILURE** must be of a covered part of YOUR CONTRACT.
 - d. The total cost of the repair / replacement must not exceed \$250.00.

In the event YOU need to have an Emergency Repair performed, follow these instructions: YOU must have the repair facility call the ADMINISTRATOR the next business day to report the Emergency Repair; Provide the ADMINISTRATOR with proof of maintenance upon request and cooperate in the investigation of any loss; **Retain all parts which YOU authorize a repair facility to replace**, and, if the ADMINISTRATOR requests, bring YOUR VEHICLE and the parts YOU had replaced to a repair facility of the ADMINISTRATOR'S choice for inspection; Provide the ADMINISTRATOR with proof of loss (original receipts - no photocopies) within thirty (30) days of the authorized repair.

D. COMMERCIAL VEHICLES

1. This CONTRACT may be available for certain types of COMMERCIAL VEHICLES as long as the VEHICLE is not rated over 1 ton capacity (13,600 GVW) and the appropriate surcharge is paid at time of CONTRACT purchase. Acceptable commercial applications are as follows: Delivery, messenger, route sales or services, inspections/examinations, maintenance or repair, gardening, carrying hand tools to the job site, farming or ranching.
2. The VEHICLE must be owned and operated by the person listed on this application as CONTRACT Purchaser. **VEHICLES that are subject to regular use by different drivers are ineligible for any CONTRACT coverage.**
3. COMMERCIAL VEHICLES are required to follow all original manufacturer's severe service scheduled maintenance and must not exceed maximum towing/load capacities. For specific information, consult

YOUR owner's manual or local dealer.

4. VEHICLES in the following categories are not eligible for a COMMERCIAL USE CONTRACT: taxi, limousine, shuttle, police or other emergency vehicle, security service or any law enforcement agency, snow plowing, mail delivery, towing, rental, loaners, vehicles rated over 1-ton capacity (13,600 GVW), or any fleet vehicles.

E. WHAT IS NOT COVERED

1. MECHANICAL BREAKDOWN OR FAILURE:

- a. When repairs are performed without prior authorization from ADMINISTRATOR, except for emergency repairs. See Section C. 3 for details;
- b. Caused by negligence, misuse or abuse;
- c. Caused by a lack of maintenance or maintenance items (i.e. constant velocity joint boot, timing belt, brake pads, filters, oil/coolant changes, etc.);
- d. Caused by acts of nature, or by any external cause such as collision, fire, theft, freezing, vandalism, riot or explosion, terrorism, lightning, earthquake, windstorm, hail, volcanic eruption, water or flood, breakage of glass, falling objects, nuclear contamination, smoke or any other cause except provided herein;
- e. Of any otherwise covered part or system that does not meet manufacturer's specifications, including modifications and/or alterations to the VEHICLE, also including MECHANICAL BREAKDOWN or FAILURE of any otherwise covered part or system that is directly or indirectly related to such part or system that does not meet manufacturer's specification or has been otherwise modified or altered; by way of EXAMPLE and not of limitation: headers, altered ignition system, altered engine management systems, free flow exhaust system, aftermarket sunroofs, alarm systems, snow plows, oversized / undersized tires / wheels* or lift / drop kits*, regardless if VEHICLE was purchased with such. *Unless oversized / undersized tires / wheels and / or lift / drop kit modifications meet all of the following criteria: DEALER installed, manufacturer approved, within manufacturer specifications and modifications do not void any manufacturer warranty coverage;
- f. If YOUR VEHICLE is used for racing on or off road, competition or speed contest; or towing in excess of 2,000 lbs. unless equipped with a factory approved towing kit and auxiliary transmission cooler, and the weight of the trailer does not exceed VEHICLE manufacturer's towing specification;
- g. If YOUR VEHICLE is used for commercial purposes as listed under Section D.2 and D.4 of this CONTRACT, COMMERCIAL VEHICLES, or for, but not limited to livery, rental, taxi, mail delivery or snow plowing, regardless if VEHICLE was purchased with said equipment;
- h. Of any part(s), component(s), or repair(s) stated as covered by the manufacturer's original owner/first retail purchaser warranty for the term and mileage of such coverage to the original owner/first retail purchaser, whether collectible or not;
- i. Related to a surcharge item when the applicable surcharge in the application section of the ADMINISTRATOR'S copy has not been marked and paid for;
- j. Covered by warranty, repairer's guarantee, other service contract, or insurance policy of any type;
- k. Where it is determined that for the greater of 1 month or 1,000 miles the odometer has been inaccurate, inoperative or altered so that the VEHICLE'S true mileage cannot be verified;
- l. That is a direct result of structural defect when the manufacturer has announced a public recall for the purpose of correcting such a defect;
- m. Due to continued operation and failure to protect the VEHICLE from further damage once a MECHANICAL BREAKDOWN or FAILURE has occurred;
- n. Of a covered part damaged by a non-covered part, or of a non-covered part damaged by a covered part;
- o. Caused by lack of required maintenance, misuse, negligence, incorrect computer programming, contamination of coolant, fuel, fluids or lubricants; resulting from engine sludge, carbon, preignition, detonation, varnish, rust, corrosion, abuse, alteration, or lack of proper and necessary amounts of

- coolant, fuel, fluids or lubricants;
- p. That occurs prior to this CONTRACT SALE / PURCHASE DATE, after this CONTRACT expiration or for claims authorized by ADMINISTRATOR and submitted by YOU for payment more than 30 days after CONTRACT expiration;
- q. Damage to property, injury and/or death of any person regardless if the damage or injury was caused by YOUR VEHICLE or its parts;
- r. Repair or replacement of a covered component or part to correct conditions that may reasonably be assumed to have existed prior to YOUR CONTRACT SALE / PURCHASE DATE;
- s. Due to gradual loss of performance resulting from normal operation and use (due to VEHICLE mileage / age), or if worn parts are within manufacturer tolerances. (Covered part MECHANICAL BREAKDOWN or FAILURE resulting from normal wear and tear is covered);
- t. For normal expansion/contraction seepage of seals and gaskets due to age/mileage. (Depending on YOUR CONTRACT coverage, covered seals and gaskets for which fluids are dripping or running out of a sealing surface may be covered);
- u. Where the normal and customary manufacturer's new vehicle warranty has been determined null and void.
2. Loss of time, inconvenience, bodily injury and property damage, or other incidental or consequential damage that results from VEHICLE theft, MECHANICAL BREAKDOWN or FAILURE, or any other reason.
3. Storage and freight charges.
4. Repair or replacement of any non-covered parts of the CONTRACT coverage YOU purchased.
5. The cost of diagnosis, teardown, disassembly or assembly if coverage cannot be applied.
6. Any adjustments, including but not limited to any repairs necessary to correct trim fit, squeaks, rattles, idle, water leaks or wind noise.
7. Repairs if YOUR VEHICLE is a non-U.S. specification model, is rated over 1 ton capacity (13,600 GVW), or has a salvage/branded title, or is a Lemon Law, Buy Back vehicle, is a Grey Market vehicle, or non-highway title, rebuilt title, or is in such condition that it would qualify for such a designation or title, or fails to meet the safety standards of the state in which the VEHICLE is being stored, operated, registered or domiciled.
8. Parts:
- a. Normal maintenance items, parts, and procedures such as: engine tune-ups, computer programming, wheel or suspension alignment, fastening hardware (nuts, bolts, springs, brackets, etc.), injector cleaning, shop supplies, disposal fees and other miscellaneous shop charges;
- b. Unless required in conjunction with a covered repair: adjustments, fastening hardware, nuts, bolts, lubricants, coolants and fluids;
- c. Any part which has not broken, but which a repair facility recommends or requires.
9. Other Parts Not Covered:
- a. Telephones; TV's; VCR's; radar detectors; computer controlled adjustable height/ride dampening systems; CB radios. The following parts are not covered if not installed by the Vehicle Manufacturer / Factory: Audio components, GPS / Navigation Components and any other part combined with GPS, Liquid Crystal Display (LCD) Screens, DVD Players, Rearview Back-up Camera, and SYNC unit. Coverage affords repair of, not replacement of, the Vehicle Manufacturer / Factory installed audio components and displays / monitors that may be covered by YOUR CONTRACT.
- b. Bright metal; sheet metal; bumpers; ornamentation moldings; carpet; upholstery; paint; welds; winch; exhaust system; emission system; spark plugs and wires; glow plugs; brake pads and shoes; wheel balancing; hoses; belts; wiper blades; restraint belts, SRS and airbag systems; brake rotors and drums; MacPherson struts, bearings, mounts and housings; shock absorbers; batteries and cables; lenses; light bulbs, LED lighting, and sealed beams; glass; wheels; wheel covers; interior and exterior trim items; carburetor; throttle body assembly; manual clutch disc, pressure plate and throwout / pilot bearings; body components (e.g. door handles, hinges, latches, etc.); body seals and gaskets (e.g. weather stripping, welds, seams,

etc.); convertible top and sunroof mechanisms, glass, fabric, plastic and framing.

10. The repair or replacement of valves and/or piston rings for the purpose of raising the engine's compression when a **MECHANICAL BREAKDOWN** or **FAILURE** has not occurred.
11. Any costs if verifiable receipts as required in Section B; "YOUR RESPONSIBILITIES" are not furnished upon request.
12. Any components, parts or costs involved with updating or retrofitting covered components or systems of YOUR VEHICLE, or due to product changes, lack of product availability, or government regulations.

F. CONTRACT PERIOD

1. **NEW / EXTENDED ELIGIBILITY COVERAGE TERM:** The mileage and time limits of the term selected begin at zero (0) miles and on the date listed in the section marked "SALE / PURCHASE DATE" located on the front of this CONTRACT. Coverage expires when the length of time or accumulated mileage (whichever comes first) of the selected term is reached. Once the ADMINISTRATOR accepts this application on OUR behalf, it shall be retroactive to the SALE / PURCHASE DATE and coverage may not be changed.
2. **USED COVERAGE TERM:** The time and mileage limits of the term selected start on the SALE / PURCHASE DATE and from the mileage on the odometer on that date. Coverage expires when the length of time of the "COVERAGE TERM" selected as shown in the application section of this CONTRACT is reached or total mileage on the VEHICLE is equal to the sum of the selected mileage plus the stated mileage on the VEHICLE at the SALE DATE, whichever comes first. Once the ADMINISTRATOR accepts this application on OUR behalf it shall be retroactive to the SALE / PURCHASE DATE and coverage may not be changed.
3. **WRAP COVERAGE:** The mileage and time limits of the term selected begin at zero (0) miles and on the date listed in the section marked "SALE / PURCHASE DATE" located on the front of this CONTRACT. Coverage expires when the length of time or accumulated mileage (whichever comes first) of the selected term is reached. Once the ADMINISTRATOR accepts this application on OUR behalf, it shall be retroactive to the SALE

/ PURCHASE DATE and coverage may not be changed.

4. **TRUE TERM COVERAGE:** The mileage and time limits of the term selected begins at zero (0) miles and the VEHICLE Original In-service Date on record with the VEHICLE Manufacturer. Coverage expires when the length of time or accumulated mileage (whichever comes first) of the selected term is reached. If the VEHICLE Manufacturer does not have the Original In-service Date on record, then the mileage and time limit of the term selected begins at zero (0) miles and on the last day of the month of the Manufacturer's VEHICLE Build Date (month / year).

G. TERRITORY

This CONTRACT applies only to a **MECHANICAL BREAKDOWN** or **FAILURE** occurring within the United States or Canada.

H. LIMITATIONS OF LIABILITY

Liability shall be limited to the reasonable price for repair or replacement of any covered part, not to exceed the manufacturer's suggested retail price. The reasonable price is based upon nationally recognized flat rate and/or factory manuals. In no event will the liability for each **MECHANICAL BREAKDOWN** or **FAILURE** under this CONTRACT exceed the trade-in value of the VEHICLE established by the then current NADA Official Used Car Guide at the time immediately preceding the **MECHANICAL BREAKDOWN** or **FAILURE**. The aggregate limit of liability of all benefits payable shall never exceed the purchase price YOU paid for YOUR VEHICLE, \$50,000.00 (fifty-thousand dollars), or the capitalized cost of YOUR VEHICLE if leased, whichever amount is less. WE will not be liable to YOU for consequential damages or injuries, nor for any costs or expenses that provide betterment, upgrade, or enhancement to YOU or YOUR VEHICLE. This limit of liability applies regardless of the cause and regardless of the legal theory asserted. There are no warranties that extend beyond the description on the face hereof. The warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed. The ADMINISTRATOR does not assume, and specifically disclaims,

any liability to YOU for benefits provided herein. The liability of the ADMINISTRATOR is only to the CONTRACTOR in accord with their separate agreement.

I. SUBROGATION

YOU agree that WE, after honoring a claim on YOUR CONTRACT, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN or FAILURE. YOU shall do whatever is necessary to secure such rights. **YOU shall do nothing to prejudice such rights, and YOU shall execute and deliver to US instruments and papers required to either secure or maintain such rights.** All amounts recovered by YOU for which YOU were previously reimbursed under this CONTRACT shall become OUR property or the property of OUR designee and shall be forwarded to the same by YOU, up to the total amount paid by US under this CONTRACT.

J. ARBITRATION

In the event of any dispute concerning the interpretation of this CONTRACT by US and/or the ADMINISTRATOR, YOU agree that it shall be resolved by arbitration in accordance with the Arbitration Rules of the Better Business Bureau (“BBB”). If YOU want a disputed matter to be resolved by BBB, YOU must notify the ADMINISTRATOR in writing within sixty (60) days of ADMINISTRATOR’s final decision.

K. TRANSFER OF YOUR CONTRACT COVERAGE (Transfer rights are only to the original CONTRACT PURCHASER.)

1. Original CONTRACT Purchaser must contact US and submit ALL of the following information / documentation at time of transfer request:
 - a. Administrative processing fee of \$75.00, a completed transfer form initiated by the original CONTRACT purchaser, and a copy of this CONTRACT;
 - b. **Written evidence (verifiable receipts) confirming all maintenance requirements have been met;**
 - c. A copy of proper documentation evidencing change of ownership and mileage at date of sale, including a notarized bill of sale signed by both parties;

- d. Photocopies of documents sent to the manufacturer verifying transfer of the factory warranty, if applicable.

2. Conditions:

- a. **This CONTRACT cannot be transferred to another vehicle.** It can only be transferred to a different private owner of the same VEHICLE;
- b. The VEHICLE is subject to inspection (at YOUR expense) and transfer must take place within fifteen (15) days of change of ownership;
- c. **YOU may not transfer this CONTRACT to a vehicle dealer or to the customer of a vehicle dealer, nor may this CONTRACT be transferred to a commercial use application user if the commercial use surcharge was not paid at time of original CONTRACT purchase;**
- d. All remaining underlying warranties must be transferred to the new owner;
- e. The new CONTRACT holder will be bound by the TERMS AND CONDITIONS of this CONTRACT during YOUR ownership;
- f. **If the original owner / first retail purchaser warranty does not transfer to subsequent owners, this CONTRACT coverage will not apply to any MECHANICAL BREAKDOWN or FAILURE that would have been covered to the original owner / first retail purchaser under the manufacturer’s original owner / first retail purchaser warranty. See Section E.1.h.**

L. CANCELLATION (Cancellation rights are only to the original CONTRACT PURCHASER.)

1. YOU may cancel this CONTRACT by contacting the ADMINISTRATOR in writing.
 - a. The administrative processing fee to cancel YOUR CONTRACT is \$50.00. In the event of cancellation of this CONTRACT within the first thirty (30) days, YOU are entitled to a full refund, less claims paid, less the administrative processing fee. After the first thirty (30) days, the cancellation refund will be calculated on a pro rata basis and YOU will receive the lesser of the unused portion of the days or mileage that the CONTRACT has been in effect, compared to the term stated on the CONTRACT, less claims paid, less the administrative fee.
 - b. In the event the cost of this CONTRACT is financed or part of a retail sales contract, any lender shall be

additionally named on any refund check (unless the cancellation is accompanied by a discharge of lien). In case of a repossession or total loss, then the lender shall have the right to cancel and shall be the sole payee of any refund check.

- c. YOU must submit the following documents:
- 1) The original CONTRACT and a Federal Odometer Statement or notarized affidavit verifying mileage at the time of request.
 - 2) If lien has been paid, supply discharge of lien from lienholder.
 - 3) If repossessed, supply a copy of the repossession documents.
 - 4) If totaled, supply a copy of the insurance company verification of loss along with an odometer statement at time of loss.
2. YOU may contact the ADMINISTRATOR (see DEFINITIONS) directly if the ISSUING DEALER has not processed YOUR cancellation in a timely manner.
3. WE may cancel this CONTRACT for non-payment of the CONTRACT purchase price, for misrepresentation in obtaining this CONTRACT or in the submission of a claim, or if YOUR VEHICLE is found to be modified in a manner not recommended by the VEHICLE manufacturer. In the event YOUR CONTRACT is cancelled for non-payment, no refund will be due. Cancellation for misrepresentation or VEHICLE modification shall be based on 100% of the unearned pro rata CONTRACT purchased price.
4. Returned Check Charge: A returned check charge of \$30.00 will be assessed each time YOU pay for this CONTRACT with a check or pre-authorized check that is returned unpaid. The LIENHOLDER or funding party will post the return check charge to YOUR balance due on the CONTRACT as well as unpaid late fees.
5. Refund policy for pre-authorized check payments: If payment has been made by pre-authorized check(s), YOU must submit all original canceled pre-authorized check(s) to the LIENHOLDER or funding party. For purposes of refund, photocopies of pre-authorized check(s) ARE NOT accepted. With receipt of YOUR refund, YOUR original pre-authorized check(s) will be returned to YOU.
6. Reinstatement: If YOUR CONTRACT is canceled due to non-payment, WE reserve the option to reinstate the CONTRACT. As a condition of reinstatement, any reinstatement request must be made within

thirty (30) days of cancellation and the full amount of the CONTRACT price must be paid in full at the time of reinstatement. WE will not be responsible for authorization or payment for any MECHANICAL BREAKDOWN or FAILURE to YOUR VEHICLE after cancel date or during the first ninety (90) days and 3,000 miles from the effective date of the Reinstatement Notice.

M. CONTRACT COVERAGE RENEWAL FEATURE

YOUR CONTRACT may be renewed at OUR option, for continuous 12-month terms at the then prevailing rate and qualifying coverage, providing the expiration mileage of the renewed CONTRACT will not exceed 120,000 miles, and the VEHICLE is not more than (13) model years old. Contact ADMINISTRATOR at least (45) days and 1,500 miles prior to the expiration of YOUR CONTRACT.

N. PRIORITY SERVICE PLUS (Optional Prepaid Maintenance Plan)

The Prepaid Maintenance Plan provides only the benefits specified for the stated number of intervals as chosen and paid for on page one (1). The maintenance may not include all the manufacturer's recommendations. **Any services not listed in the Prepaid Maintenance Plan are not covered by the CONTRACT and are to be performed solely at the owners authorization and expense. Benefits under Priority Service PLUS performed outside the ISSUING DEALER will be paid at a rate established by CONTRACTOR. This CONTRACT does not cover, including but not limited to: loss of use of the VEHICLE, damage by accident, negligence, consequential damages or maintenance services performed without prior authorization. Services covered under YOUR Prepaid Maintenance Plan expire three (3) years from the SALE / PURCHASE DATE of YOUR CONTRACT.** The aggregate limit of liability for all benefits under Priority Service PLUS will never exceed the purchase price YOU paid for the Prepaid Maintenance Plan. If YOU cancel the Priority Service PLUS plan within the 3 year period, the administrative processing fee stated in Section "L" applies, and a pro rata refund of the unused intervals will be refunded.

INDIVIDUAL STATE VARIANCE REQUIREMENTS

YOU SHOULD BE GIVEN PAGE S1 CONTAINING THE APPLICABLE INDIVIDUAL STATE VARIANCE REQUIREMENTS. IF YOU HAVE NOT RECEIVED THIS PAGE, PLEASE ASK THE ISSUING DEALER FOR IT, OR YOU MAY OBTAIN THIS PAGE DIRECTLY FROM THE ADMINISTRATOR DEFINED UNDER DEFINITIONS ON PAGE 3 OF THIS CONTRACT.

THE SECTION BELOW WAS INTENTIONALLY LEFT BLANK

Maintenance Records

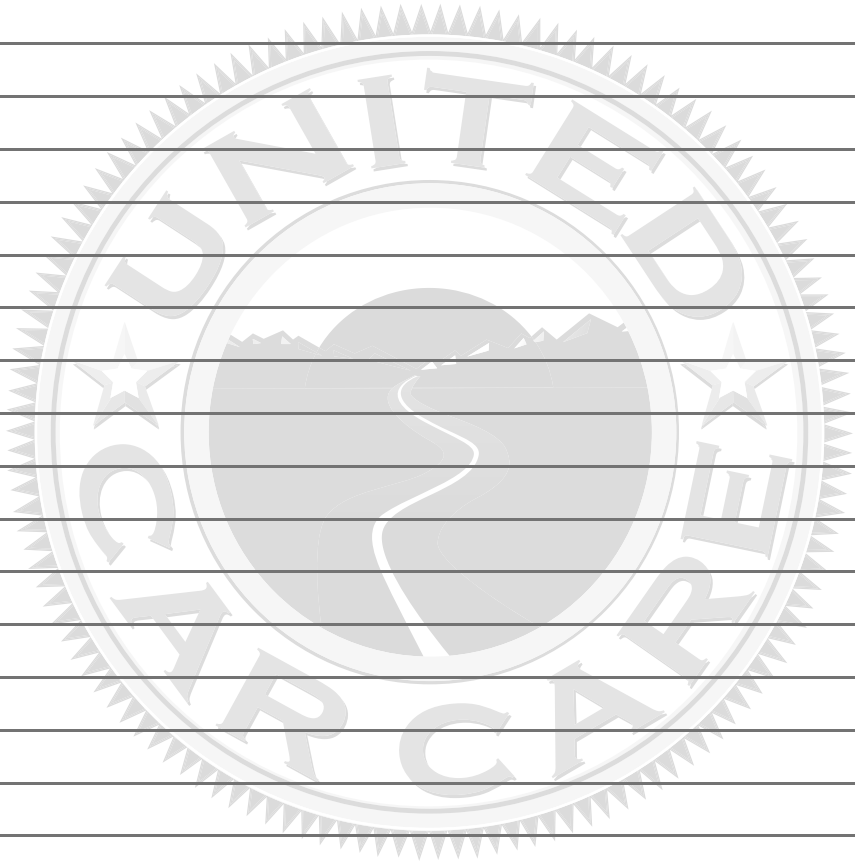
(KEEP ALL RELATED RECEIPTS)

Date

Dealership

Service Performed

Invoice #



1-800-571-2016