

## NEW / EXTENDED ELIGIBILITY PLATINUM COVERAGE

*Sample*

(Exclusionary Plan)

*Sample*

This PLATINUM COVERAGE CONTRACT Encompasses the Repair or Replacement of ALL Components & Parts of YOUR VEHICLE Except for the Items Listed in Section E. of this CONTRACT (What Is Not Covered).

### **BELOW IS JUST A “SMALL SAMPLE” OF SOME OF THE PARTS THAT ARE COVERED BY THIS CONTRACT.**

**ENGINE:** All internally lubricated parts including: crankshaft, rod and main bearings, camshaft, cam bearings, connecting rods, wrist pins, pistons, piston rings, valves and replaceable 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. All internal parts within the supercharger/turbocharger housing; waste gate; waste gate actuator; supercharger drive pulley; exhaust manifold; intake manifold; engine mounts and engine torque strut; harmonic balancer; idler pulley bearings; flexplate. The engine block, rotor housing, cylinder barrels, cylinder heads, oil pan, engine oil dipstick, engine oil dipstick tube, timing cover / timing case, and valve cover are covered ONLY IF damaged by the failure of a covered internally oil lubricated engine part.

**TRANSMISSION:** All internally lubricated parts contained within the transmission case including: front pump, torque converter, governor, main shaft, bands, drums, gear sets, bearings, bushings, synchronizers, vacuum modulator valve, internal linkage, transmission filler tube and dipstick; transmission mounts; external factory transmission cooler. Transmission case housing, and torque converter housings are covered only if damaged by the failure of an internally oil lubricated covered part.

**TRANSFER CASE:** All internally oil lubricated parts contained within the transfer case. The transfer case housing is covered only if damaged by the failure of an internally oil lubricated covered part.

**DRIVE AXLE (FRONT & REAR):** All internally lubricated parts contained within the drive axle housing; axle shafts; constant velocity joints; drive shafts; universal joints; drive shafts; wheel bearings; locking hubs, locking rings and retainers. Drive axle housing is covered only if damaged by the failure of an internally lubricated part.

**SUSPENSION (FRONT & REAR):** Upper and lower control-arm shafts and bushings; kingpins; spindle and spindle supports; upper and lower ball joints; stabilizer bar; stabilizer links and bushings; torsion bars; radius arms and bushings.

**STEERING:** All internally lubricated parts contained within the steering gear box; rack and pinion assembly; control valve; power steering pump and pulley; power steering cooler; power cylinder assembly; steering knuckle; pitman arm; idler arm; tie rod ends; 2 wheel and 4 wheel steering column shaft and couplers.

**BRAKES:** ABS and non-ABS master cylinder; ABS controller; ABS pump and motor assembly; vacuum assist booster; vacuum brake booster pump; hydraulic assist booster; compensating valve; front and rear disc brake calipers; wheel cylinders; proportioning valve; metal hydraulic brake lines and their metal fittings; backing plate; mounting hardware; self adjusters; brake linkage and cables; rear actuators; brake pedal shaft.

**ELECTRICAL:** Alternator; generator; voltage regulator; starter motor and solenoid; front and rear wiper motors, wiper transmissions and washer pumps; cruise control module and servo; electric window motors and regulators; electric seat motors; electric outside mirror motors; sunroof motor; electric convertible top motor; electric door lock, trunk, and fuel door actuators; all manually operated electrical switches including, but not limited to electric window switches, electric door lock switches, cruise control engagement switch, turn signal switch; electric rear window defogger switch, windshield wiper switches; ignition coil and coil packs; ignition module; distributor; ignition pole piece; cigarette lighter and case assembly; ignition switch; headlamp and dimmer switches; engine control module (ECM) and ECM prom; relays; wiring harnesses.

**AIR CONDITIONING / HEATING:** Compressor, clutch, field coils and pulley; condenser; evaporator; expansion valve; P.O.A. valve; accumulator; receiver/drier; orifice tube; A/C belt tensioner; A/C idler pulley bearing; temperature control programmer; blower motor; A/C power module; high/low pressure cut-off switches; pressure cycling switch.

**ENGINE COOLING:** Water pump; radiator; radiator cooling fan motor; fan clutch; air-to-air intercooler.

**FUEL:** Fuel delivery pump; fuel injectors; fuel injection modules and sensors; fuel tank and metal fuel lines; fuel distributor; diesel injectors, diesel fuel pumps.

**HIGH TECH:** Electronic instrument cluster, electronic data display; body control module (BCM); rear leveling compressor, sensors and limiter valve; pneumatic suspension pump, sensors and valves; power antenna motor; clock; spark control detonation sensor and controller; automatic windshield wiper moisture control unit and sensors; engine anti-detonation sensor; keyless entry control module; VEHICLE manufacturer installed anti-theft alarm system control module; ABS pump and pressure control module; electric rear window defogger relay.

**SEALS AND GASKETS:** Leaking seals and gaskets for all covered parts of YOUR VEHICLE are covered, however minor loss of fluids or seepage due to normal expansion / contraction of seals and gaskets due to age / mileage IS NOT considered a Mechanical Breakdown or Failure (and not coverable by YOUR CONTRACT).

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**YOUR CONTRACT DEDUCTIBLE DOES NOT APPLY TO THE FOLLOWING  
FOUR ADDITIONAL MECHANICAL BREAKDOWN CONTRACT BENEFITS.**

- 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 1-866-590-8420 TO OBTAIN ASSISTANCE. THE MAXIMUM BENEFIT AMOUNT PAYABLE IS \$50.00 PER OCCURRENCE WITH A MAXIMUM OF EIGHT (8) OCCURRENCES PAYABLE DURING THE TERM OF YOUR CONTRACT.**
- 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 vehicle, not to exceed a maximum of \$25.00 per day and a maximum of six (6) days per incident. YOUR car rental benefit is based upon the number of flat-rate labor hours required to repair covered parts on YOUR VEHICLE as listed in a nationally recognized labor time guide. One (1) day or rental will be authorized for covered repairs of four (4.0) flat-rate labor hours or more, up to eight (8.0) hours. One additional day of rental will be authorized for up to each additional eight (8.0) flat-rate labor hours. In addition, one (1) day of rental will be authorized for a parts delay or OUR decision to inspect YOUR VEHICLE BREAKDOWN when it is determined that the MECHANICAL BREAKDOWN or FAILURE is a covered repair. **Rental car benefits require prior authorization from the ADMINISTRATOR (call 1-866-590-8420). 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 of YOUR CONTRACT disables YOUR VEHICLE, and YOU are required to remain overnight more than 200 miles from YOUR residence while repairs are completed, WE will reimburse YOU up to \$225.00, not to exceed \$75.00 per day, for the first three 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 ADMINISTRATOR 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 MATERIALS 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 tire benefit of \$400.00. Prior authorization is required from ADMINISTRATOR.

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**CONTRACT 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 DECLARATION PAGE OF THIS CONTRACT.**

**IMPORTANT NOTICE:** ADMINISTRATOR's Authorization For CONTRACT Claims And Additional Benefits **Is Always Required Prior To Any Services Being Performed.** The ADMINISTRATOR can be reached at 1-866-590-8420 or via Fax at 303-350-4785. See Section C for additional information and instructions.

## CONTRACT DEFINITIONS

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- **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 1-866-590-8420, Fax 303-350-4785. 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. It is a CONTRACT between YOU and US.
- **CONTRACTOR or SERVICE PROVIDER:** Means the entity that is responsible to perform per the Terms and Conditions of this CONTRACT (the OBLIGOR). See WE, US, OUR definition.
- **DEDUCTIBLE:** Means the amount YOU must pay for covered repairs per visit, as marked on the ADMINISTRATOR copy of YOUR CONTRACT. The Standard CONTRACT DEDUCTIBLE is \$100 per repair visit. If YOU purchased the optional \$50 DEDUCTIBLE and it is marked on the ADMINISTRATOR copy of YOUR CONTRACT, YOUR CONTRACT DEDUCTIBLE will be \$50 per repair visit.
- **ISSUING COMPANY:** Means the authorized Company, Dealer or Entity that sold YOU YOUR CONTRACT.
- **MECHANICAL BREAKDOWN or FAILURE:** Means the MECHANICAL BREAKDOWN or FAILURE of any original or like replacement part covered by YOUR 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.**
- **PARTICIPATING LENDER:** Means any financial institution providing financing for the purchase of the VEHICLE or this CONTRACT.
- **NEW / EXTENDED ELIGIBILITY COVERAGE TERM:** Means any CONTRACT coverage with a SERVICE CONTRACT COVERAGE TERM of: 3 years / 75,000 miles; 3 years / 100,000 miles; 4 years / 60,000 miles; 4 years / 75,000 miles; 4 years / 100,000 miles; 5 years / 75,000 miles; 5 year / 100,000 miles; 6 years / 100,000 miles; 7 years / 100,000 miles.
- **VEHICLE:** Means the VEHICLE described in YOUR CONTRACT.
- **WE, US, OUR:** Means the CONTRACTOR, OBLIGOR, or SERVICE PROVIDER named on the Declaration Page of YOUR CONTRACT.
- **YOU, YOUR:** Means the CONTRACT PURCHASER as named on the Declaration Page of YOUR CONTRACT.

### A. OUR RESPONSIBILITIES

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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, remanufactured, exchanged, or serviceable used components. WE have the right to inspect YOUR VEHICLE and its parts at the repairing facility whenever YOU submit / request authorization for a claim.
2. If, at the time of payment of any claim under this CONTRACT, there remains an outstanding balance on the purchase price of the CONTRACT, ADMINISTRATOR may, in its sole discretion, withhold all or a portion of the claim payment and apply it to reduce the outstanding balance of the CONTRACT purchase price.
3. The obligations of the CONTRACTOR, OBLIGOR, or SERVICE PROVIDER 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 YOUR CONTRACT.

## B. YOUR RESPONSIBILITIES

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1. This CONTRACT requires VEHICLE maintenance to be performed as follows:
  - a) **Synthetic Motor Oil** – If YOU use synthetic motor oil in YOUR VEHICLE, change the engine oil and engine oil filter as recommended by the VEHICLE manufacturer;
  - b) **SAE / Standard Motor Oil** – If YOU use SAE / standard motor oil in YOUR VEHICLE, change the engine oil and engine oil filter at 3 Month or 3,000 Mile Intervals (Whichever Comes First);
  - c) **All other** VEHICLE maintenance services are to be performed as recommended by YOUR VEHICLE manufacturer. If YOU are unsure of all required VEHICLE maintenance, contact YOUR local dealer of the make of YOUR VEHICLE or the ADMINISTRATOR;
  - d) Keep all receipts for parts purchases and repair shop maintenance, as well as a date / mileage log for all maintenance performed (including parts purchases and labor / maintenance performed by YOU).

If requested, proof of required service including verifiable store receipts and log showing date and mileage of the VEHICLE at the time of service must be presented in order to have repairs begin on YOUR VEHICLE. **COMMERCIAL VEHICLES** have special service requirements. See **COMMERCIAL VEHICLES** in section D.3 of YOUR 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 YOUR 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 an ASE Certified 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 YOUR CONTRACT. YOU must also report all claims to the ADMINISTRATOR at time of occurrence, whether covered by YOUR CONTRACT (reimbursable) or not.

## C. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE

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1. Always protect YOUR VEHICLE from sustaining any additional damage. YOUR VEHICLE should be brought to a repair facility that has ASE Certified Technicians to diagnose and repair YOUR VEHICLE. If YOU are not sure of where to take YOUR VEHICLE for covered repairs, contact ADMINISTRATOR for instructions at 1-866-590-8420 - Fax: 303-350-4785. All services will be paid at a rate established solely by ADMINISTRATOR. Authorized claim amounts will be paid via OUR company credit card when repairs are completed or paid via reimbursement. Mail all authorized reimbursable 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 YOUR 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.
2. **Submitting a Claim:** After the ADMINISTRATOR has authorized a claim, YOU are responsible for payment of the DEDUCTIBLE and any items not covered by YOUR 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 as the 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, abuse, or YOUR failure to replace leaking seals and/or gaskets in a timely manner;**
  - c) **Caused by a lack of maintenance or maintenance items (such as, but not limited to: constant velocity joint boot, timing belt, brake pads or shoes, filters, oil / coolant changes, etc.);**
  - d) **Caused by acts of nature, or by any external cause such as, but not limited to 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;**
  - 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 YOUR 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 full, 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 on the Declaration Page of the ADMINISTRATOR'S copy has not been listed 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 a defect when the manufacturer has announced a public recall for the purpose of correcting such a defect;
  - m) Due to overheating or 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, pre-ignition, detonation, varnish, rust, corrosion, cracked rubber / neoprene parts, dry-rot, road chemicals, abuse, alteration, or lack of proper and necessary amounts of coolant, fuel, fluids or lubricants;
  - p) That occurs prior to YOUR CONTRACT SALE / PURCHASE DATE, after YOUR CONTRACT expiration or for reimbursement 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 any normally covered component(s) or part(s) 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) such as, but not limited to valve guides, valves, piston rings, transmission clutch pack discs and bands, etc., 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. (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 by the manufacturer;
  - v) Claims for repair or replacement of any normally covered component(s) or part(s) during the first thirty (30) days and one thousand (1,000) miles from YOUR CONTRACT SALE / PURCHASE DATE and ODOMETER AT SALE.
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. The cost of diagnosis, teardown, disassembly or assembly if CONTRACT coverage cannot be applied.
  5. Any adjustments, including but not limited to any adjustment repairs necessary to correct trim fit, squeaks, rattles, idle, water leaks or wind noise.
  6. Repairs if YOUR VEHICLE is a non-U.S. specification model, is rated over 1 ton capacity (13,600 GVW), or has a title indication of salvage, junk, or other designation indicating that the VEHICLE had been stolen, wrecked, destroyed, water damaged, or otherwise to the extent that it was considered to be uneconomical to repair, or a Lemon Law buyback VEHICLE.
  7. Parts:
    - a) Normal maintenance items, parts, and procedures such as, but not limited to 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 as part of 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.

**8. Other Parts Not Covered:**

- a) Audio components not installed by the VEHICLE manufacturer; telephones; video displays / monitors; LCD screens; SYNC unit; rearview backup camera system; TV's; VCR's; DVD's; game systems, controllers and remote units; radar detectors; GPS components and any other part combined with GPS component(s); computer controlled adjustable height/ride dampening system parts that are not specifically listed in the High Tech section; CB radios. Coverage affords repair of, not replacement of factory-installed displays / monitors that may be covered by YOUR CONTRACT;
  - b) Bright metal; sheet metal; bumpers; ornamentation moldings; carpet; upholstery; paint; welds; fiberglass; winch; exhaust system; emission system; spark plugs and wires; glow plugs; brake pads and shoes; wheel balancing; hoses; crimped metal connector / hose combinations; belts; thermostat; A/C and heating blend motors, doors and actuators; wiper blades; restraint belts, SRS and airbag systems; brake rotors and drums; MacPherson struts, bearings, mounts and housings; shock absorbers; suspension air bags / bladders; batteries and cables; lenses; light bulbs, LED lighting, and sealed beams; glass; wheels; wheel covers; interior and exterior trim items; window regulators; seat regulators / transmissions; fuel regulators; 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 fiberglass and framing.
9. The repair or replacement of valves and/or piston rings for the purpose of raising the engine's compression or correcting oil consumption when a MECHANICAL BREAKDOWN or FAILURE has not occurred.
10. Any costs if verifiable receipts as required in Section B; "YOUR RESPONSIBILITIES" are not furnished upon OUR request.
11. Any components, parts or costs involved with updating or retrofitting covered components or systems of YOUR VEHICLE, any benefits for which the manufacturer has announced its responsibility through any means including public recalls or Factory Service Bulletins, or due to product changes, lack of product availability, or government regulations.

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**F. CONTRACT PERIOD**

**NEW / EXTENDED ELIGIBILITY COVERAGE TERM:** The mileage and time limits of the Coverage Term YOU selected begins at zero (0) miles and on the date listed in the section marked "SALE / PURCH DATE" on the Declaration Page of YOUR CONTRACT. Coverage expires when the length of time or mileage (whichever comes first) of the selected CONTRACT Coverage Term is reached (from zero (0) miles and the "SALE / PURCH DATE").

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**G. TERRITORY**

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

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**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. The aggregate limit of liability of all claims and benefits payable under this CONTRACT shall never exceed \$50,000 or the then current NADA Official Used Car Guide "wholesale" value of YOUR VEHICLE at the time immediately preceding the MECHANICAL BREAKDOWN or FAILURE, whichever amount is less, taking age, mileage and condition into consideration and excluding tag, tax and licensing fees. YOU will be responsible for the cost of all repairs that exceed the aggregate limit of liability under this CONTRACT. 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 YOUR 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 YOUR CONTRACT.

## J. ARBITRATION

In the event of any dispute concerning the interpretation of YOUR CONTRACT by US and/or 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 right are only to the original CONTRACT PURCHASER.)

1. Original CONTRACT Purchaser must contact ADMINISTRATOR 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 of this CONTRACT 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 OUR discretion and at YOUR expense) and transfer must take place within fifteen (15) days of change of VEHICLE 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 full 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 full warranty. See Section E.1.h.**

## L. CANCELLATION

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

- A. YOU may cancel this CONTRACT by contacting ADMINISTRATOR in writing and by submitting 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 the time of loss. 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. After the first thirty (30) days or if a claim has been authorized or paid, a 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 the administrative processing fee. 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 the 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.
- B. 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 prorata CONTRACT purchase price.**
- C. 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 PARTICIPATING LENDER or funding party will post the returned check charge to YOUR balance due on the CONTRACT as well as unpaid late fees.**
- D. 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 PARTICIPATING LENDER 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.**
- E. 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. YOUR CONTRACT does not cover authorization or payment for any MECHANICAL BREAKDOWN or FAILURE to YOUR VEHICLE after the 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**

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YOUR CONTRACT may be renewed at OUR option, for continuous 12-month terms at the then prevailing renewal rate, 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. All service records must be made available to ADMINISTRATOR at their request. Contact ADMINISTRATOR at least 45 days and 1,500 miles prior to the expiration of YOUR CONTRACT for additional details.

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### **INDIVIDUAL STATE & LENDER VARIANCE REQUIREMENTS**

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**If you purchased this CONTRACT in one of the states listed below, the following additional information applies to YOUR CONTRACT.**

#### **ALABAMA**

If YOU cancel this CONTRACT within 20 days of the date it was mailed or 10 days of delivery and no claim has been made, the CONTRACT is void and a full refund of the purchase price will be made. After 20 days, YOUR refund will be pro rata, less claims paid, less an administrative fee of \$25.00. The \$25.00 administrative fee to cancel YOUR CONTRACT will be waived if WE cancel YOUR CONTRACT.

## ALASKA

Pursuant to Alaska statute 21-89.035 concerning mandatory appraisal, this CONTRACT is hereby endorsed to include an appraisal clause providing a contractual means to resolve a dispute between the CONTRACT holder and the CONTRACT obligor over the value of a covered first party loss for the personal property or a similar risk. If the CONTRACT holder and the CONTRACT obligor fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within 10 days of the written demand, the CONTRACT holder and CONTRACT obligor must notify the other of the competent appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than 15 days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing the amount of the loss. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire be binding upon the CONTRACT holder and CONTRACT OBLIGOR, All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid as determined by the umpire. In Section A.2. (OUR RESPONSIBILITIES), the second sentence is replaced with: We shall, within thirty (30) working days after Administrator's receipt of all required documents as required herein for a covered and properly authorized claim, pay those portions of the claim not in dispute. In Section C.1., the sentence "Under certain conditions, YOU may be required to have the VEHICLE sent to a repair facility selected by the ADMINISTRATOR" is replaced with: To ensure a proper and cost-effective repair, YOU may be required to have YOUR VEHICLE sent to a repair facility selected by the ADMINISTRATOR. The following is added to Section E.1.g.: Snow plowing for personal use is not prohibited however, MECHANICAL BREAKDOWN or FAILURE related to personal use snowplowing (or COMMERCIAL VEHICLE use snow plowing) is not covered by this CONTRACT. Section E.1.n. shall be interpreted per Alaska Statute 21.36.212 which states that an insurer may not deny a claim if the risk or hazard insured against is the dominant cause of loss and the denial occurs only because an excluded risk or hazard is in the chain of causes but operates in a secondary basis.

## ARIZONA

To Section E. 1. r. and u. exclusions do not apply. Section J., (Arbitration) is changed to: "In the event of any dispute concerning the interpretation of this CONTRACT by US and/or the ADMINISTRATOR, YOU agree that it may 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."

## ARKANSAS

To Section J. Arbitration, is added: Arbitration is voluntary and non-binding per Ark. Code Ann. 23-79-203(a).

## CALIFORNIA

The following coverage/benefits are excluded: ROADSIDE CARE (Emergency Roadside Assistance) other than towing and Trip Interruption Reimbursement. All ROADSIDE CARE (Roadside Assistance) benefits are provided through Road America Motor Club, 3081 Salzedo St., Coral Gables, FL 33134, with additional offices at Corey and Corey, 3850 Wilshire Blvd., 17th Floor, Los Angeles, CA 90010. WE, US, OUR means United Car Care, Inc. (The OBLIGOR), P.O. Box 3988, Greenwood Village, CO 80155-3988; 1-800-571-2016; **Vehicle Service Contract Provider License # 0D21184**. Section A.2. is replaced with: IMPORTANT NOTICE: OUR obligations to YOU under this CONTRACT is guaranteed by a California approved Insurance Company. YOU may file a claim directly with the Insurance Company if any promise made in YOUR CONTRACT has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the Insurance Company is Ohio's Dealers Assurance Company, 3518 Riverside Drive, Upper Arlington, OH 43221; 1-800-282-8913. If YOU are not satisfied with the Insurance Company's response, YOU may contact the California Department of Insurance at 1-800-927-4357. The following is added to Section J.: Notwithstanding anything above to the contrary, YOU may file a claim with the Insurance Company named in YOUR CONTRACT or with the California Department of Insurance if any promise made in YOUR CONTRACT has been denied or has not been honored within sixty (60) days from the date proof of loss was filed. In Section K.1.a., \$75.00 is replaced with \$50.00. Section L. is replaced with: L. CANCELLATION (Cancellation rights are only to the original CONTRACT purchaser.) IF YOUR CONTRACT is financed, cancellation refunds will be made payable to the CONTRACT holder, lienholder, or both, at OUR discretion.

1. YOU may cancel YOUR CONTRACT:

- a) By notifying the CONTRACT ADMINISTRATOR or OBLIGOR in writing within the first sixty (60) days if YOUR VEHICLE was titled by YOUR state as a new vehicle or within thirty (30) days if

YOUR VEHICLE was titled by YOUR state as a used vehicle. If no claim(s) has/have been authorized, pending or paid, a refund of the full purchase price will be made. If a claim(s) has/have been authorized, pending or paid, YOUR refund will be pro rata by time, miles, or the value of all claims paid, pending and authorized, whichever refund amount is less.

- b) By notifying the CONTRACT ADMINISTRATOR or OBLIGOR in writing after the first sixty (60) days if YOUR VEHICLE was titled by YOUR state as a new vehicle or within thirty (30) days if YOUR VEHICLE was titled by YOUR state as a used vehicle. YOUR refund is pro rata, less an Administrative Processing Fee of \$25.00.

**All cancellation requests must include the following:**

- The original CONTRACT and a Federal Odometer Statement or notarized affidavit verifying mileage at the time of request.
- If lien has been paid, supply discharge of lien from lienholder; If repossessed supply a copy of the repossession documents.
- If totaled, supply a copy of the insurance company verification of loss along with an odometer statement at the time of loss.

2. WE may cancel YOUR CONTRACT:

- a) If in the first sixty (60) days after the contract was sold, notice containing specific grounds for cancellation is mailed to YOU. In this case, YOUR CONTRACT will be void five (5) days after postmark of notice. If a claim(s) is/are authorized, paid or pending, YOUR refund is pro rata less claim(s) paid, claims pending and claims authorized. The applicable refund, if any, will be made within thirty (30) days of the cancellation date.
- b) At any time for non-payment, fraud or misrepresentation if notice containing specific grounds for cancellation is mailed to YOU. In this case, YOUR CONTRACT will be void five (5) days after postmark of notice. If a claim(s) is/are authorized, paid or pending, YOUR refund is pro rata less claim(s) paid, claims pending and claims authorized. The applicable refund, if any, will be made within thirty (30) days of the cancellation date.

## CONNECTICUT

The following is added to Section J, ARBITRATION: A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. The written complaint must contain a description of YOUR dispute, the CONTRACT purchase price, the cost of the VEHICLE repair and a copy of this CONTRACT. If YOUR SERVICE CONTRACT COVERAGE TERM is less than 12 months and YOUR CONTRACT expires while an authorized covered repair is in the process of being performed on YOUR VEHICLE, WE shall be obligated to pay the amount WE authorized for the repair. Insurance Policy # USA 038 as referenced in Section A.2. is amended to be Insurance Policy # CT103 in the State of Connecticut.

## DISTRICT OF COLUMBIA

Section A.2. is amended to add the following: During YOUR CONTRACT period, YOU may file covered claims directly with DAC at their address in Upper Arlington, OH 43221. **All claims require PRIOR AUTHORIZATION from the ADMINISTRATOR (800) 571-2016.**

## GEORGIA

If this CONTRACT is canceled within the first 30 days and no claims have been filed, WE will refund the entire CONTRACT price paid. If this CONTRACT is canceled after the first 30 days or if a claim has been filed, WE will refund an amount of the CONTRACT price according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. An administration fee of ten percent (10%) of the pro rata refund amount, not to exceed \$50.00 will be deducted from any cancellation refund if YOU cancel this CONTRACT after 30 days. If the CONTRACT names a lienholder, WE will make the lienholder the co-payee of any refund, except, WE will make the lienholder the sole payee if YOUR VEHICLE has been repossessed or is a total loss unless YOU provide US with proof that the lienholder has been paid. This CONTRACT cannot be canceled by the CONTRACTOR shown on the front of this CONTRACT except in the case of fraud, misrepresentation or non-payment (with 30 days notice). Item E.1.k. is replaced with: Where it is determined that while owned by YOU, 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; and Item E.1.r. is replaced with: 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 and were known to YOU.; Section J.

(ARBITRATION) does not apply in the State of Georgia. All references in Section E.1.e. regarding: Of any otherwise covered part or system that does not meet manufacturer's specifications, including alterations and modifications to the VEHICLE, refers to modifications and alterations made by YOU. "Engine sludge" is removed from Section E.1.o.

## **HAWAII**

If YOU cancel this CONTRACT within 20 days of the date the CONTRACT was mailed or 10 days of delivery and no claim has been made, the CONTRACT is void and a full refund of the purchase price will be made. After 20 days, YOUR refund will be pro rata, less claims paid, less a \$50.00 administrative fee.

## **IDAHO**

Notice: Coverage afforded under this CONTRACT is not guaranteed by the Idaho Insurance Guarantee Association.

## **ILLINOIS**

WE, US, OUR - Means the ADMINISTRATOR, United Car Care, Inc., who is obligated to perform under this CONTRACT. If this CONTRACT is canceled within the first 30 days, and no claim has been made, WE will refund the entire CONTRACT price, less an administration fee of up to 10 percent (10%) of the CONTRACT price, not to exceed \$50.00. If this CONTRACT is canceled after the first 30 days, or if a claim has been made, WE will make a pro rata refund based on time or mileage, whichever refund is less, less any claims paid, and less the administration fee.

## **INDIANA**

CONTRACT purchaser's proof of payment to the CONTRACT seller or CONTRACTOR constitutes proof of payment to the insurance company which guarantees OUR obligations to YOU.

## **IOWA**

YOU may have additional rights under Iowa Consumer Credit Code, Chapter 537. The Iowa Insurance Commissioner may be contacted at the Iowa Securities Bureau, 340 Maple Street, Des Moines, IA 50319-0066, Telephone (515) 281-4441.

## **KANSAS**

Arbitration is voluntary and all parties must mutually agree to the arbitration process. The decision of the arbitrator is binding on the parties. The arbitration will determine coverage and the amount of loss.

## **KENTUCKY**

Lost Key/Lockout ancillary benefit is not available in Kentucky. In accordance with KRS 304.5-070(1)(a) and (p) along with 806 KAR 5:050, Towing, Road Service, Rental, and Trip Interruption are not covered unless the benefit is directly related to losses resulting from defects in material or workmanship. Pursuant to KRS 304.20-050, if after a dispute arises, the parties may agree to arbitration per Section J of the CONTRACT.

## **LOUISIANA**

If this CONTRACT is canceled within the first sixty (60) days, WE will refund the entire CONTRACT price paid. If this CONTRACT is canceled after the first 60 days, WE will make a pro rata refund based on time or mileage, whichever refund is less, less a \$50.00 administration fee.

## **MASSACHUSETTS**

THE BENEFITS PROVIDED IN THIS CONTRACT MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. YOU CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES, WHICH ARE AVAILABLE TO YOU WITHOUT THIS CONTRACT.

## **MINNESOTA**

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 the consumer. At a minimum, the express warranty applies for the following terms: 1) for used VEHICLES with less than 36,000 miles, the warranty must provide coverage for 60 days or 2,500 miles, whichever occurs first; 2) for used VEHICLES with 36,000 miles or more but less than 75,000 miles, the

warranty must provide coverage for 30 days or 1,000 miles, whichever occurs first. Covered parts listed under the component section may be covered by the required express warranty and are covered only after expiration of the express warranty, unless the CONTRACTOR becomes unable to meet its obligations. YOUR CONTRACT is not an application, as it is considered a CONTRACT at the time it is signed by YOU and the CONTRACT seller. Sections E.1.h. and E.1.r. do not apply to YOUR CONTRACT. E.1.n. is amended to read: Of a non-covered part damaged by a covered part;. Section E.1.p. is amended to read: 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 12 months after CONTRACT expiration;. Section E.1.u. is amended to read: Where the normal and customary manufacturer's new vehicle warranty has been determined null and void due to YOUR actions during the time YOU owned YOUR VEHICLE;. Exclusions for rust or corrosion, varnish, carbon, foreign material, oil sludging and pre-existing defects/conditions are removed from Sections E.1.o., E.1.p., and E.1.r.. Section E.1, item k. is amended to read "Where it is determined that while the VEHICLE is owned by YOU, that for more than 1 month or 1,000 miles the odometer has been inaccurate, inoperative or altered so that the VEHICLE'S true mileage cannot be verified." WE may cancel this CONTRACT for non-payment of the CONTRACT price or for intentional misrepresentation in the submission of a claim.

## **MISSISSIPPI**

Section J (Arbitration) is changed to: "In the event of any dispute concerning the interpretation of this CONTRACT by US and/or the ADMINISTRATOR, YOU agree that it will 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. Once the decision of the arbitrators is rendered, it is not binding on any party, and does not waive the rights of any party to then pursue the dispute in a court of law. IF YOU DO NOT AGREE WITH THIS ARBITRATION SECTION, YOU HAVE FIVE (5) DAYS FROM THE DATE OF CONTRACT DELIVERY TO CANCEL THE CONTRACT.

## **MISSOURI**

If this CONTRACT is canceled by YOU within the first 10 days (20 business days from the date of mailing of the CONTRACT if CONTRACT was not delivered at the time of sale), and no claim has been made, the CONTRACT is void and the full purchase price will be refunded. If this CONTRACT is canceled after the first 10 days (20 business days from the date of mailing of the CONTRACT if CONTRACT was not delivered at the time of sale), WE will make a pro rata refund based on time or mileage, whichever is less, less an administration fee of \$50.00. WE will mail a written notice to the YOU within fifteen days of the date of termination. A ten percent penalty per month shall be added to a refund that is not paid within thirty days of return of the CONTRACT to US.

## **NEBRASKA**

Notice of Risks: Neither the motor vehicle service CONTRACT nor the motor vehicle service CONTRACT reimbursement insurance policy are covered by the Nebraska Property and Liability Insurance Guaranty Association Act and, in the event of insolvency of any party to the CONTRACT, no coverage for any losses exists from the Nebraska Property and Liability Insurance Guaranty Association. The issuer of the motor vehicle service CONTRACT reimbursement insurance policy is not a domestic entity and the Department of Insurance can give no assurance that the issuer has adequate reserves to cover potential losses. Arbitration is voluntary and all parties must mutually agree to the Better Business Bureau arbitration process. The decision of the arbitrator is binding on the parties. The arbitration will determine coverage and the amount of loss.

X Per Telephone Purchase Authorization

## **NEVADA**

If YOU cancel this CONTRACT within 20 days of the date the CONTRACT was mailed or 10 days of delivery and no claim has been made, the CONTRACT is void and a full refund of the purchase price will be made. After 20 days, YOUR refund will be a pro rata amount of the unearned purchase price, less a \$50.00 administrative processing fee. There is no administrative processing fee if WE cancel this CONTRACT. Any outstanding balance due may be deducted from YOUR unearned pro rata refund. Cancellation by the CONTRACTOR will not be effective until 15 days after notice has been sent to YOU. If YOUR CONTRACT has been in effect for at least 70 days, the CONTRACTOR may cancel this CONTRACT before the expiration of the agreed TERM or 1 year after the effective date of the CONTRACT, whichever occurs first, if: (a) YOU fail to pay an amount when due; (b) YOUR conviction of a crime which results in an increase in the service required under this CONTRACT; (c) Discovery of

fraud or misrepresentation by YOU in obtaining this CONTRACT or in presenting a claim for service thereunder; (d) Discovery of an act or omission by YOU or a violation by YOU of any condition of this CONTRACT; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the CONTRACT and which causes the required repair or service to be substantially and materially increased beyond that contemplated at the time that this CONTRACT was issued or sold.

#### **NEW HAMPSHIRE**

In the event YOU do not receive satisfaction under this CONTRACT, YOU may contact the New Hampshire Insurance Department at 21 S. Fruit Street, Suite 14, Concord NH 03301 (Phone 603-271-2261).

#### **NEW MEXICO**

If YOU cancel this CONTRACT within 20 days of the date the CONTRACT was mailed or 10 days of delivery and no claim has been made, the CONTRACT is void and a full refund of the purchase price will be made. If YOU cancel after 20 days, YOUR refund will be pro rata, less claims paid, less a \$50.00 administration fee.

#### **NEW YORK**

If YOU cancel this CONTRACT within 20 days of the date the CONTRACT was mailed or 10 days of delivery and no claim has been made, the CONTRACT is void and a full refund of the purchase price will be made. After 20 days, YOUR refund will be pro rata, less claims paid, less the \$50.00 administrative fee. A 10% penalty per month will be added to a refund not paid or credited within 30 days after return of the CONTRACT to the CONTRACTOR.

#### **NORTH CAROLINA**

WE cannot cancel this CONTRACT except for non-payment of CONTRACT price or for direct violation of the CONTRACT by YOU where this CONTRACT states that violation will subject this CONTRACT to cancellation. If this CONTRACT is canceled by YOU after the first 30 days or a claim has been filed, WE will refund an amount of the CONTRACT price according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins, less any claims paid, less an administration fee of \$25.00 or 10% of the pro rata refund amount, whichever is less.

#### **OKLAHOMA**

If YOU cancel this CONTRACT, YOUR refund will be based upon 90% of the unearned pro rata premium. If WE cancel this CONTRACT, YOUR refund will be based on 100% of unearned pro rata premium. Performance of the obligations under this CONTRACT are guaranteed by security on deposit with the State of Oklahoma Insurance Commissioner per Title 36-6606. THIS CONTRACT IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT. THIS CONTRACT WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY.

#### **OREGON**

The cancellation fee is the lesser of \$50.00 or 10% of the CONTRACT purchase price.

#### **SOUTH CAROLINA**

If YOU cancel this CONTRACT within 20 days of the date the CONTRACT was mailed or 10 days of delivery and no claim has been made, the CONTRACT is void and a full refund of the purchase price will be made. After 20 days, YOUR refund will be pro rata, less any claims paid, less a \$50.00 administration fee. Questions or complaints may also be addressed to: South Carolina Department of Insurance, 300 Arbor Lake Dr., Suite 1200, P.O. Box 100105, Columbia, SC 29223 or by phone at (803) 737-6134. Also see Section J. Arbitration of this CONTRACT.

#### **TEXAS**

Any unresolved complaints concerning a registrant or questions concerning the regulation of service CONTRACT providers in the state of Texas may be addressed to the department at: Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, TX 78711 or call (512) 463-6599. If YOU cancel this CONTRACT within 20 days of the date the CONTRACT was mailed or 10 days of delivery and no claim has been made, the CONTRACT is void and a full refund of the purchase price will be made. After 20 days, YOUR refund will be pro rata, less claims paid, less the \$50.00 administrative fee. Insurance Policy # USA 038 as referenced in Section A.2. is amended to be Insurance Policy # TX109 in the State of Texas. Section A.2. is amended to allow YOU to submit directly to DAC

for reimbursement if a cancellation refund or credit due YOU is not paid before the 46th day after YOU return the CONTRACT to the ADMINISTRATOR or CONTRACT seller (under Section 1304.158).

## **UTAH**

Section C.2. and C.3. are amended to include: Failure to file a claim within the time limit does not invalidate a claim if the CONTRACT holder shows it was not reasonably possible to file within the listed time limit (U.C.A. 31A-21-312). Section L.4. is amended to include: A statement that includes the reason for cancellation by the CONTRACTOR shall be provided. Section J. – ARBITRATION is changed to read: In the event of any dispute concerning the interpretation of this CONTRACT by US and/or the ADMINISTRATOR, it shall be resolved by arbitration in accordance with the rules of the Better Business Bureau (“BBB”). If YOU want a disputed matter to be resolved by the BBB, YOU must notify US or the ADMINISTRATOR. YOU may pay for this CONTRACT in full at time of CONTRACT purchase or YOU may be able to include YOUR CONTRACT purchase with the financing of YOUR VEHICLE. Coverage afforded under this Vehicle Service CONTRACT is not guaranteed by the Property and Casualty Guarantee Association. If YOUR CONTRACT has been in effect for at least 60 days, the CONTRACTOR may cancel this CONTRACT before the expiration of the agreed TERM if: (a) YOU fail to pay an amount when due; (b) Discovery of fraud or misrepresentation by YOU in obtaining this CONTRACT or in presenting a claim for service thereunder; (c) Discovery of an act or omission by YOU or a violation by YOU of any substantial condition of this CONTRACT. Any outstanding balance due may be deducted from YOUR unearned pro rata refund. Cancellation by US for YOUR non-payment will be effective 10 days after delivery of OUR written notice to YOU, and 30 days after written notice for all other reasons for cancellation by US. OUR reason for cancellation of YOUR CONTRACT shall be included in the cancellation notice.

## **VIRGINIA**

WE, US, OUR - Means United Car Care, Inc., who is obligated to perform under this CONTRACT. The following coverages are excluded: ROADSIDE CARE (Emergency Roadside Assistance); Trip Interruption Coverage; and reimbursement for the amount of a deductible under a manufacturer’s warranty.

## **WASHINGTON STATE**

The Insurance Policy # stated in Section A.3 is changed to Policy # AO-WA103. All claims should be filed with the ADMINISTRATOR, or YOU may file a claim under the reimbursement policy for all sums afforded by the CONTRACT that the SERVICE PROVIDER is obligated to pay, by contacting DAC directly.

Section E.1.c and Section E.1.o are amended to begin with: “If the part(s) and / or component(s) FAILURE or BREAKDOWN was”. Section E.10 is replaced with: Any costs if verifiable receipts as required in Section B “YOUR RESPONSIBILITIES” (involving the part(s) and / or component(s) of the MECHANICAL BREAKDOWN or FAILURE) are not furnished upon request. In Section H, the sentence “The warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed” is deleted. Arbitration, as stated in Section J is binding arbitration.

Section L.1 through L.4 is replaced with:

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, including odometer reading at time of repossession.
4. If totaled, supply a copy of the insurance company verification of loss along with an odometer statement at the time of loss.
5. A ten-percent (10%) penalty will be added to any refund that is not paid within thirty (30) days of OUR receipt of all required documentation above. The administrative processing fee to cancel YOUR CONTRACT is \$25.00. In the event of cancellation of this CONTRACT within the first thirty (30) days, YOU are entitled to a full refund if no claims have been filed (No administrative processing fee). After the first thirty (30) days or if a claim has been authorized or paid, a 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 the administrative processing fee. In the event the cost of this CONTRACT is 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 the case of a repossession or total loss, the lender shall have the right to cancel and shall be the

sole payee of any refund check.

6. If YOU desire, YOU may request YOUR cancellation / refund by submitting all of the cancellation documents above directly to DAC.

**IN ADDITION, PLEASE SEE THE LAST PAGE OF THIS SAMPLE CONTRACT  
(which will be included in your Contract Declaration Page).**

## **WISCONSIN**

Section E. "Non-Covered Conditions" is amended as follows: Add to 1.a., "Lack of prior authorization" in itself, is not sufficient reason to deny a claim. Any claim which can be shown to be covered under this CONTRACT will be honored even without prior authorization. In 1.p., replace "30 days" with one (1) year. In Section H. "Limitations of Liability", delete the two sentences "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." Section I. "Subrogation" is replaced with the following: "If YOU receive any benefits under this CONTRACT, WE will be entitled to all YOUR rights of recovery against any manufacturer, repairer or other party who may be responsible to YOU for the costs covered by this CONTRACT or for any other payment made by US, but only after YOU have been made whole for YOUR loss (i.e. YOU have been fully compensated for YOUR damages). In Section L.

"Cancellation"; If YOU cancel this CONTRACT within 15 days of the date of CONTRACT delivery and no claim has been made, the CONTRACT is void and a full refund of the purchase price will be made, less the \$50.00 administrative processing fee. After 15 days, YOUR refund will be pro rata less the \$50.00 administrative processing fee. NOTICE: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

## **WYOMING**

WE, US, OUR – Means United Car Care, Inc., who is obligated to perform under this CONTRACT. Section J. (ARBITRATION) is replaced with: In the event of any dispute concerning the interpretation of this CONTRACT by US and/or the ADMINISTRATOR, arbitration will be conducted in accordance with the Wyoming Arbitration Act.

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The section below was intentionally left blank.

**FOR WASHINGTON STATE RESIDENTS ONLY**  
**IMPORTANT INFORMATION!**

BY SIGNING AND INITIALING, OR MAKING A PURCHASE OF THIS CONTRACT OVER THE TELEPHONE, YOU CONFIRM RECEIPT OF THIS CONTRACT (AND/OR THAT YOU HAVE READ AND UNDERSTAND THIS CONTRACT) THAT CONTAINS THE MATERIAL CONDITIONS THAT YOU MUST MEET TO MAINTAIN COVERAGE INCLUDING, BUT NOT LIMITED TO: THE TIME AND MILEAGE LIMITATIONS; THE COVERAGE SELECTED EXPIRES AS INDICATED IN THE CONTRACT COVERAGE TERM SECTION ABOVE, IN CONJUNCTION WITH THE CONTRACT DEFINITIONS, INCLUDING THE FOLLOWING: NEW/EXTENDED ELIGIBILITY COVERAGE TERM: MEANS ANY VEHICLE SERVICE CONTRACT COVERAGE WITH A COVERAGE TERM **OTHER THAN** THE COVERAGE TERMS LISTED IN THE USED COVERAGE TERM DEFINITION. USED COVERAGE TERM: MEANS ANY VEHICLE SERVICE CONTRACT COVERAGE WITH A COVERAGE TERM OF: 12 MONTHS / 12,000 MILES, 24 MONTHS / 24,000 MILES, 36 MONTHS / 45,000 MILES, 48 MONTHS / 48,000 MILES, 48 MONTHS / 60,000 MILES, OR 60 MONTHS / 45,000 MILES;

THE MAINTENANCE SCHEDULE TO WHICH YOU MUST ADHERE, YOUR REQUIREMENT TO DOCUMENT REPAIR AND MAINTENANCE WORK, AND THE PROCEDURES FOR FILING CLAIMS AS INDICATED IN SECTION B.1 THROUGH B.3 “YOUR RESPONSIBILITIES” AND SECTION C. “IN CASE OF MECHANICAL BREAKDOWN OR FAILURE”;

THE WORK AND PARTS COVERED BY THE CONTRACT: THE COMPONENTS AND PARTS COVERED UNDER THIS CONTRACT ARE LISTED ON PAGE T1 and T2, AS NEW / EXTENDED ELIGIBILITY PLATINUM COVERAGE (EXCLUSIONARY PLAN) AND PRE-OWNED DIAMOND COVERAGE 1-13 (NAMED COMPONENT COVERAGE). THE PLAN YOU SELECTED IS MARKED ON THE DECLARATION PAGE (D1) OF YOUR CONTRACT;

THE EXCLUSIONS OF COVERAGE LISTED IN SECTION E. “WHAT IS NOT COVERED”: MECHANICAL BREAKDOWN OR FAILURES RELATED TO A SURCHARGE ITEM WHEN THE APPLICABLE SURCHARGE ON THE DECLARATION PAGE OF THE ADMINISTRATOR’S COPY HAS NOT BEEN LISTED AND PAID FOR;

AND YOUR RIGHT TO RETURN THIS CONTRACT FOR A REFUND AS INDICATED IN SECTION L. “CANCELLATION”: YOU WILL NOT BE CHARGED THE \$25.00 CANCELLATION FEE WITHIN THE FIRST 30 DAYS IF NO CLAIMS HAVE BEEN FILED.

THIS CONTRACT IS INSURED UNDER POLICY NUMBER AO-WA103, ISSUED BY DEALERS ASSURANCE COMPANY (“DAC”), 3518 RIVERSIDE DRIVE, UPPER ARLINGTON, OH 43221 (1-800-282-8913). YOU MAY FILE A CLAIM UNDER THE REIMBURSEMENT POLICY FOR ALL SUMS THAT THE SERVICE PROVIDER IS OBLIGATED TO PAY BY CONTACTING DAC DIRECTLY.

YOUR COVERAGE IS NOT SUBJECT TO ANY VERBAL REPRESENTATIONS MADE BY THE ISSUING DEALER OR SELLER OF THIS CONTRACT. THE PURCHASE OF THIS CONTRACT DOES NOT WAIVE ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY ON YOUR VEHICLE IF THE CONTRACT HAS BEEN PURCHASED WITHIN 90 DAYS OF THE PURCHASE DATE OF YOUR VEHICLE FROM A PROVIDER OR SERVICE CONTRACT SELLER WHO ALSO SOLD THE VEHICLE COVERED BY THIS CONTRACT. PURCHASE OF THIS CONTRACT IS NOT A REQUIREMENT TO PURCHASE YOUR VEHICLE OR OBTAIN FINANCING.

**PER TELEPHONE PURCHASE** ← (CUSTOMER INITIAL OR TELEPHONE PURCHASE). **BY INITIALING THE BOX TO THE LEFT, OR BY PURCHASING THIS CONTRACT VIA THE TELEPHONE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE REQUIRED WASHINGTON STATE DISCLOSURES ABOVE, AND ADDITIONALLY UNDERSTAND AND AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THE VEHICLE SERVICE CONTRACT.**