

## NEW / EXTENDED ELIGIBILITY PLATINUM PLUS COVERAGE (Exclusionary Plan)

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.

**EMISSIONS:** Air Fuel Ratio Sensor/Oxygen Sensor, Air Pump, Barometric Pressure Sensor, Canister Purge Solenoid, EVAP Purge Canister, EVAP Leak detection Pump and Valve, EVAP vent valve, Deceleration Valve, EGR valve, EGR solenoid, EGR check valve, DPFE sensor, EGR controller, EGR diverter valve, EGR relay, Purge Valve, EGR position sensor, EGR lines, EGR/ EFE Thermal Vacuum Switch, EGR/EFE Valve, Engine Oil Fill Cap, Fuel Fill Cap, Fuel Fill Neck Restrictor, Fuel Tank Pressure Sensor, Fuel Tank Vent Valve, Fuel Temperature Sensor, Idle Air Control Valve, Intake Air Resonator, Intake Air Temperature Sensor, MAP Sensor, Mass Air Flow Sensor, PCV Sensor, Air injection control valve, Air injection check valve, Air injection Pump, Air injection Relay.

**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.

**LEP (LUXURY ELECTRONICS PACKAGE):** 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/Sensor, and Voice Activation System. 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.

**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).

**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 OR 1-800-380-2165 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 \$35.00 per day and a maximum of six (6) days per incident. YOUR car rental benefit is based upon the number of labor hours required to repair covered parts on YOUR VEHICLE (see Section H.2). One (1) day of rental will be authorized for covered repairs of four (4.0) labor hours or more, up to eight (8.0) labor hours. Additional day(s) of rental will be authorized for covered repairs exceeding eight (8.0) labor hours as follows: 8.1 to 16.0 labor hours = 1 additional day, 16.1 to 24.0 labor hours = 2 additional days, etc. Should YOUR VEHICLE need to be inspected by an outside source, rental will be reimbursed for up to two (2) 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 1-866-590-8420). 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 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 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.

## 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 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 an optional DEDUCTIBLE and it is marked on the ADMINISTRATOR copy of YOUR CONTRACT, YOUR CONTRACT DEDUCTIBLE per repair visit will be the optional amount chosen.

- **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.
- **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

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. 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

1. This CONTRACT requires VEHICLE maintenance to be performed as follows:
  - a. All 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;
  - b. If requested, proof of required service including verifiable receipts showing date, mileage, and VEHICLE identification number of the VEHICLE at the time of service must be presented in order to have repairs begin on YOUR VEHICLE.

- c. **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**

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 by the **ADMINISTRATOR** as defined in Section H of this CONTRACT. Authorized claim amounts will be paid either to the repair facility via OUR company credit card when repairs are completed, or paid to YOU via check for 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. **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, undersized tires / wheels, drop kits, regardless if VEHICLE was purchased with such. Oversized tires / lift kits are covered ONLY if (1) the tires are 37 inches or less, and (2) the lift is 6 inches or less, and (3) the DECLARATION PAGE of this CONTRACT is marked "LK" in the Additional Options section, and (4) the applicable surcharge has been paid.
- 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 with an effective date earlier than the CONTRACT SALE / PURCHASE DATE of this 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) For repair or replacement of any normally covered component(s) or part(s) to correct conditions during the WAITING PERIOD defined as:
- a. the first thirty (30) days and one thousand (1,000) miles or
  - b. the first ninety (90) days and two hundred (200) miles
- from YOUR CONTRACT SALE / PURCHASE DATE, whichever occurs first.
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) b. Unless required as part of a covered repair: adjustments, fastening hardware, nuts, bolts, lubricants, nuts, bolts, coolants and fluids;
- c) Any part which has not broken, but which a repair facility recommends or requires.

**8. Other Parts Not Covered:**

- a) Telephones; video displays / monitors; TV's; VCR's; game systems, controllers and remote units; radar detectors; CB radios; computer controlled adjustable height/ride dampening system parts that are not specifically listed in the High Tech section.
- b) Items are not covered if installed by anyone other than the VEHICLE manufacturer / factory including: LCD screens; Voice Activation System; rearview backup camera/sensor system; DVD's; GPS components and any other part combined with GPS component(s); and any other Audio / Video component not installed by the manufacturer / factory.
- c) Bright metal; sheet metal; bumpers; ornamentation moldings; carpet; upholstery; paint; welds; fiberglass; winch; exhaust system; catalytic converter and all Emission components not specifically named under Emissions on page T2; 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.

## **F. CONTRACT PERIOD**

The CONTRACT begins upon the CONTRACT Sale Purchase Date and Sale Odometer as indicated on the DECLARATION PAGE and will continue until the Expiration Date or Expiration Odometer (whichever comes first) as shown on the CONTRACT DECLARATION PAGE.

## **G. TERRITORY**

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

## **H. LIMITATIONS OF LIABILITY**

1. **Labor Rate** - The maximum hourly rate to be paid on any covered repair will be the average repair facility labor rate for the zip code area as determined by the ADMINISTRATOR.
2. **Labor Time** – The maximum number of labor hours that will be paid on any authorized repair will be the number of labor hours defined for the specific repair in a nationally recognized flat rate guide or the applicable factory labor guide.
3. **Parts Prices** – The maximum amount that will be paid for parts on all authorized repairs will be limited to manufacturer's suggested retail price.
4. 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.
5. 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.
6. 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 the ADMINISTRATOR, YOU agree that it shall be resolved by arbitration by the Denver Better Business Bureau ("BBB") in accordance with the Arbitration Rules of the 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.

## K. TRANSFER OF YOUR CONTRACT COVERAGE (Transfer rights 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 (including an odometer statement) 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

- A. If YOU are the original CONTRACT PURCHASER or this CONTRACT was transferred to YOU and YOU made payments for this CONTRACT to a PARTICIPATING LENDER, YOU may cancel this CONTRACT by contacting the ISSUING COMPANY 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.
  - 5. The Free Look Period is twenty (20) business days from the mailing date of this CONTRACT to YOU. In the event of cancellation of this CONTRACT within the Free Look Period, YOU are entitled to a full refund. After the Free Look Period, 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 processing fee of \$50.00.
  - 6. 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. YOU may contact the ADMINISTRATOR (see DEFINITIONS) directly if the ISSUING COMPANY has not processed YOUR cancellation in a timely manner.
- C. **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.**
- D. **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.**

- E. 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.
- F. 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. Neither WE nor this CONTRACT will not be responsible for authorization or payment for any MECHANICAL BREAKDOWN or FAILURE to YOUR VEHICLE after the cancel date or during the first thirty (30) days and 1,000 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 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.