

An Important Message to  
Vehicle Owners....

## CONGRATULATIONS!

We would like to thank **You** for choosing **Our Service Contract**.

### REPAIR SERVICE – UNITED STATES AND CANADA

If **Your Vehicle** is in need of repairs, visit any dealer or repair facility in the United States or Canada for repair service. If **Your Vehicle** is still under manufacturer warranty, return the **Vehicle** to a manufacturer authorized dealer.

### VEHICLE OPERATION AND CARE

Considering the investment **You** have made in **Your Vehicle**, **We** know **You** will want to operate and maintain it properly. **We** urge **You**, therefore, to follow the instructions contained in **Your** Owner's Manual and Maintenance Schedule Booklet.



**TECH II PROTECTION**  
Extended Car Care

2200 Highway 121, Suite 105, Bedford, TX 76021  
(800) 723-2353

## VEHICLE SERVICE CONTRACT

This Vehicle Service **Contract** together with the completed **Proof of Registration** complete this **Contract**.

## QUICK REFERENCE INDEX

TOPIC / SECTION	PAGE
<b>Proof of Registration</b>	Attached to <b>Contract</b>
Definitions	1
What this <b>Contract</b> Covers	1-2
Additional <b>Coverages</b>	2
What is Not Covered (Exclusions)	3-4
Conditions of <b>Coverage</b>	4
Duties When a <b>Breakdown</b> Occurs	4
Terms and Conditions	4-6
Cancellation	6
Special State Requirements/Disclosures	6-10

## TECH II PROTECTION

### EXTENDED CARE PLUS FOR CARS, TRUCKS & SUVs

## PRE-OWNED / USED VEHICLE CONTRACT

**THIS CONTRACT IS NOT VALID UNLESS PART I PROOF OF REGISTRATION IS ATTACHED.**

### DEFINITIONS

The following definitions apply to words frequently used in this **Contract** and appear in **Bold Faced Type**:

**You, Your** – Means the **Contract** Holder shown on the **Proof of Registration** or the person to whom this **Contract** was properly transferred.

**We, Us, Our** – Means the obligor of this **Contract** as stated on the **Proof of Registration** attached to this **Contract**.

**Administrator** – Means the **Administrator** as shown on the **Proof of Registration**.

**Contract** – Means this Vehicle Service **Contract** which **You** have purchased from **Us** to protect **Your Vehicle**.

**Proof of Registration** – Means the numbered document which must be attached to and forms part of this **Contract**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

**What This Contract Covers** – Lists the **Coverages** provided to **You** for **Your Vehicle** under this **Contract**.

**Coverage** – Means the protection **You** have selected, as listed in the **What This Contract Covers** Section.

**Vehicle** – Means the **Vehicle** which is described on the **Proof of Registration**.

**Deductible** – Means the amount **You** are required to pay, as shown on the **Proof of Registration**, for covered **Breakdowns**. Once a part is repaired or replaced under the terms of this **Contract**, there will be no **Deductible** for future repairs to that part.

**Breakdown or Mechanical Failure** – These terms are used interchangeably and mean the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. **Subsequent Damages** resulting from the **Breakdown or Mechanical Failure** of a covered part are covered by this **Contract**, except when **You** have failed to perform the recommended maintenance services for **Your Vehicle**.

**Subsequent Damage** – Means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part.

**Consequential Damage** – Means an event or damage that occurs separately as a consequence or result of the failure of a covered or non-covered part, such as, loss of time or use, inconvenience, commercial loss, personal injury or property damage.

**Registered** – Means a claim has been **Registered** only when the **Administrator** has been contacted and has issued a claim reference number.

**Pre-existing** – Means a condition that within all reasonable mechanical probability relates to the mechanical fitness of **Your Vehicle** prior to **Contract** issuance.

**Preferred Repair Facility** – A Repair Facility that has been selected and assigned by the **Administrator** to provide quality service to the customer.

### WHAT THIS CONTRACT COVERS

**1. ENGINE** – engine block, cylinder head(s), cylinder barrels, timing cover, valve cover(s) and oil pan are covered only if damaged by the failure of an internally lubricated part listed below. The following internally lubricated parts are covered: pistons, wrist pins and rings, connecting rods and bearings, crankshaft and bearings, camshaft, lifters, followers and cam bearings, rocker arms, push rods, shafts and bushings, valves, springs, replaceable guides, seats, timing gear and chain, timing chain or belt and tensioner, eccentric shaft, oil pump, water pump, intake and exhaust manifolds, engine mounts and cushions, engine torque strut, harmonic balancer, flywheel/flex plate and ring gear, all pulleys, dip stick and filler tube. Also covered is the internally lubricated parts of the **Vehicle** manufacturer installed turbocharger or supercharger. The housing is only covered by the failure of an internally lubricated part. For **Vehicles** with rotary engines the following is covered: rotary chamber, main bearing, rotor, and the parts listed above.

**2. TRANSMISSION** – transmission case, transfer case and torque converter case are covered only if damaged by the failure of an internally lubricated part.

All parts contained within the case including the following internally lubricated parts are covered: oil pump, valve body, governor, vacuum modulator, internal linkage, bearings, gear sets, bands, main shaft, drum, sealing rings, dip stick and filler tube.

**3. DRIVE AXLE** – differential housing, transaxle housing and final drive housing only if damaged by the failure of an internally lubricated part. All parts contained within the housing including the following internally lubricated parts are covered: axle shafts, gear sets, bearings, constant velocity joints (CV), universal joints, drive shaft, locking hubs and rings, supports and retainers.

**4. ELECTRICAL** – starter and solenoid, alternator, voltage regulator, distributor, main wiring harness, manually operated switches, wiper motors, gauges, window motors, rear window defroster, mirror motors and controls, seat motors, convertible top motor, power door lock actuators, cruise control-transducer, servo and engagement switch; combination turn signal switch, horn(s) and horn button, wiper delay switch and controller, washer pump, sun/moon roof motor and manual switch, front differential engagement switch and motor.

**5. STEERING** – gear housing is covered only if damaged by the failure of an internally lubricated part. All parts contained within the steering rack/gear housing are covered including the following: rack and pinion, power steering pump, power cylinder, main and intermediate shafts, couplings, cooler and cooler hard lines, pitman arm, idler arm, tie rod ends.

**6. AIR CONDITIONING** – compressor, clutch, clutch coil, and clutch pulley, condenser fan motor, evaporator, POA valve, accumulator, orifice, temperature control programmer, power module, idler pulley and bearing, ducts and outlet hoses, high/low cut off switch, pressure cycling switch, receiver-drier.

**7. SUSPENSION** – upper and lower control arms, shafts and bushings; upper and lower ball joints, steering knuckles, wheel bearings, stabilizer shaft, linkage and bushings; king pins and bushings, spindle and support, torsion bars, leaf springs, coil springs.

**8. BRAKES** – master cylinder, power assist-booster pump, vacuum assist booster, wheel cylinders, combination valve (proportioning valve), steel hydraulic lines and fittings, brake calipers and rear actuators, backing plates, springs, clips, self adjusters, parking brake linkage and cables.

**9. ELECTRONIC HIGH TECH** – level control compressor, sensors and limiter valve; pneumatic suspension pump, sensors and valves; ignition module, spark control detonation sensors and controller, anti-detonation sensors, driver information display, moisture control unit and sensors, vehicle manufacturer installed combination entry system and anti-theft device, anti-lock brake systems (ABS): wheel sensors, pump and pressure control module.

**10. SEALS AND GASKET COVERAGE** – all seals and gaskets for the specific covered components listed under Engine, Transmission, Drive Axle and Air Conditioning are covered unless the cause of failure is the result of overheating, lack of lubrication, or lack of necessary fluids.

**11. TAXES AND FLUIDS** – state and local taxes where applicable and fluids to complete a covered repair.

### ADDITIONAL COVERAGES

**RENTAL** – In the event of a **Breakdown** covered by this **Contract**, **Our Administrator** will reimburse **You** for actual expenses incurred for substitute transportation at the maximum daily rate of \$25.00 per day, not to exceed 6 days. One day's rental shall be allowed for each eight (8) hours, or portion thereof, of actual repair labor time as listed in a nationally recognized labor time standard. If a physical inspection of **Your Vehicle** is required prior to claim authorization, **We** will allow one additional day of rental reimbursement. A substitute vehicle must be rented from a licensed rental agency.

**TOWING** – In the event of a **Breakdown** covered by this **Contract**, **Our Administrator** will reimburse **You** up to \$35.00 for actual expenses incurred to tow **Your Vehicle**. Receipts are required as evidence of expenses incurred.

**TRAVEL EXPENSE** – In the event of a **Breakdown** covered by this **Contract**, **Our Administrator** will reimburse **You** for up to \$75.00 per day for a period not to exceed three (3) days for restaurant, meals and lodging that **You** incur for staying at a hotel/motel when **Your Vehicle** cannot be operated and is more than 100 miles from **Your** home. Meals and lodging are required because the **Breakdown** causes a delay en route and the day of the **Breakdown** is considered the first day of the three (3) day period. The expense that **You** incur must be between the time of **Breakdown** and the time when the repairs are completed or by the end of the third day. Receipts are required as evidence of expenses incurred.

## WHAT IS NOT COVERED (EXCLUSIONS)

This Vehicle Service **Contract** Provides No **Coverage** or Benefits:

- A. For any part not specifically listed under **What This Contract Covers**, including any of the following parts: carburetor, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, fuses, circuit breakers, cellular phones, TV/VCR/DVD players, game centers, AM/FM radio/cassette/CD players, speakers, audio/video equipment, all touch screen and/or voice activated accessories including related display screens and heads up displays on windshields, electronic transmitting/receiving devices, global positioning systems, voice recognition systems, remote control consoles, radar detection devices, brake rotors and drums, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, catalytic converter/filtering/sensors, emission vapor sensors, gas cap/filler neck, weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, hardware or linkages, tires (except as may otherwise be provided under **What This Contract Covers**), wheels/rims. External nuts, bolts and fasteners are not covered unless specifically listed under **What This Contract Covers** (except where required in conjunction with a covered repair).
- B. For maintenance services and parts described in **Your Vehicle's** owner's manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses, drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a **Breakdown**.
- C. For any damage and/or **Breakdown** resulting from collision, road hazard, fire, theft, vandalism, riot, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water or flood, acts of God, salt, environmental damage, chemicals, contamination of fluids, fuels, coolants or lubricants.
- D. For any **Breakdown** caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for **Your Vehicle**, or improper servicing or repairs subsequent to purchase. For any **Breakdown** caused by sludge build-up resulting from **Your** failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or failure to protect **Your Vehicle** from further damage when a **Breakdown** has occurred or failure to have **Your Vehicle** towed to the service facility when continued operation may result in further damage. Continued operation includes **Your** failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting **Your Vehicle** by continuing to drive creating damage beyond the initial failure.
- E. For any repair or replacement of any covered part if a **Breakdown** has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer. Any part that a repair facility or manufacturer recommends or requires that it be replaced or repaired, or is an update, and is not a **Breakdown** is **Your** responsibility and expense.
- F. If any alterations have been made to **Your Vehicle** or **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer, including but not limited to, the failure of any custom or add-on part, all frame or suspension modifications, lift kits, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.
- G. If **Your** odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way subsequent to purchase, or if **Your Vehicle** has ever been a total loss, salvaged, rebuilt or is a grey market vehicle.
- H. For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of **Your Vehicle** described in this **Contract**, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other consequential loss (except as may otherwise be provided under **What This Contract Covers**), including any **Consequential Damage** to a non-covered part that results from a **Breakdown**.

- I. When the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drivetrain, major component or full coverage warranties or a repairer's guarantee/warranty. Further, **Coverage** under this **Contract** is similarly limited in the event of a **Breakdown** if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.
- J. If **Your Vehicle** is used for towing (unless **Your Vehicle** is equipped with factory installed or factory authorized tow package), or is used as a commercial unit, which includes farming or ranching, route work, job-site activities, service or repair work, delivery of goods, snow removal, or is used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing or competitive driving.
- K. For any **Pre-existing** condition or for any **Breakdown** occurring before **Coverage** takes effect or prior to the **Contract** Purchase Date, or if the information provided by **You**, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- L. For **Breakdowns** that occur and/or repairs made outside of the United States of America and Canada.
- M. For diagnostic and/or teardown procedures that are not listed, or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.

## CONDITIONS OF COVERAGE

\*\*\* IMPORTANT \*\*\*

**Properly Maintain Your Vehicle and KEEP THE RECEIPTS** – This **Contract** is only valid if **Your Vehicle** has been maintained in accordance with the manufacturer's specifications. Keep copies of all receipts (oil changes, lubrication, etc.), as proof of maintenance will be required when **You** file a claim. SEE SECTION: "TERMS AND CONDITIONS" FOR SPECIFIC MAINTENANCE REQUIREMENTS.

OBTAIN APPROVAL PRIOR TO HAVING WORK PERFORMED THAT MAY BE COVERED BY THIS **CONTRACT**. If **You** believe the failure may be covered by this **Contract**, call the **Administrator** personally, or instruct the repair facility performing the work to call and **Register** the claim BEFORE THE WORK IS PERFORMED. SEE SECTION: "DUTIES WHEN A **BREAKDOWN** OCCURS".

## DUTIES WHEN A BREAKDOWN OCCURS:

1. Protect **Your Vehicle** from further damage.
2. Take **Your Vehicle** to a licensed repair facility and have them call **Our Administrator** for instructions prior to proceeding with repairs. Failure to contact **Our Administrator** before repairs are made may result in the denial of the claim.
3. Present this **Contract** and required maintenance documents to the repair facility.
4. Prior to repairing **Your Vehicle** make sure that the repair facility obtains an authorization number for covered repairs from **Our Administrator**. Contact the **Administrator** Toll Free at: 1-800-876-0240.
5. Authorized claims must be submitted to **Our Administrator** in writing within sixty (60) days, (as soon as reasonably possible in Utah), to be deemed payable.
6. Should an emergency occur which requires a **Breakdown** repair be made at a time when the **Administrator's** office cannot be contacted, **You** must call the **Administrator's** office within five (5) business days from the date of repair, (as soon as reasonably possible in Utah), to determine if such repair will be covered by this **Contract**. If covered, **You** will be reimbursed for the repair.

## TERMS & CONDITIONS

This **CONTRACT** is between US and YOU, and is subject to all the Terms and Conditions contained herein.

### 1. CONTRACT PERIOD

**Coverage under this Contract begins 30 days and 1,000 miles from the Contract Purchase Date and Odometer Mileage at Contract Purchase Date** and

will expire according to the time and/or mileage of the term/miles selected, whichever occurs first, as shown on the **Proof of Registration** and/or when the Limits of Liability for the **Contract** have been reached.

If **You** purchased **Your Contract** with a single payment, **Your Contract** Purchase Date will become effective upon receipt of that payment. If **You**

## TERMS AND CONDITIONS (CONTINUED)

elected our payment plan, **Your Contract** Purchase Date will become effective upon receipt of down payment and will remain effective so long as the remaining installments are current and **Coverage** does not exceed expiration date/mileage or Limits of Liability of the **Contract**.

The Vehicle Plan expiration is measured in time/mileage from the **Contract** Purchase Date and Odometer Mileage (at **Contract** Purchase Date).

### 2. COVERAGE

The **Coverage** afforded **You** for **Your Vehicle** is fully described in this **Contract**. Please see section: "What This Contract Covers" of this **Contract**.

### 3. BREAKDOWN OF COVERED PARTS

**We** will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of a part listed in the **What This Contract Covers** Section. REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, INDEPENDENTLY MANUFACTURED/ DISTRIBUTED OR OF LIKE KIND AND QUALITY.

### 4. DEDUCTIBLE

In the event of a **Breakdown** covered by this **Contract**, **You** will be required to pay a **Deductible**. No **Deductible** payment is required with respect to Towing, Rental, and Travel Expense **Coverages**.

The specific components listed in this **Contract** under **What This Contract Covers** are subject to a \$100.00 per assembly **Deductible** for each Repair Visit, reducing to \$50.00 at a **Preferred Repair Facility**. Consult the **Proof of Registration** in the section titled **Deductible** to verify **Your Deductible** amount.

### 5. TERRITORY

This **Contract** applies only to **Breakdowns** that occur and repairs made within the United States of America and Canada.

### 6. LIMITS OF LIABILITY

a. **Per Assembly** – **Our** liability for any one (1) Repair Visit shall in no event exceed the trade-in value of **Your Vehicle** at the time of said Repair Visit, as listed in the Kelly Blue Book Used Car Guide, or \$2,500 per assembly for each Repair Visit, whichever is less.

b. **Aggregate** – The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed the price **You** paid for **Your Vehicle**, or \$20,000, whichever is less (excluding tax, title and license fees).

### 7. MAINTENANCE REQUIREMENTS

a. **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. NOTE: **Your** Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions may result in the denial of **Coverage**. If an Owner's Manual is not provided, **You** can contact **Your Vehicle's** manufacturer for maintenance requirements.

b. It is required that verifiable receipts be retained for the service work. Or, if **You** perform **Your** own service, **You** must retain verifiable receipts showing purchases of all required parts and materials necessary to perform the required maintenance showing the date and mileage when the services were performed. Maintenance and/or service work receipts will be requested by the **Administrator**.

### 8. TRANSFER OF YOUR VEHICLE SERVICE CONTRACT

a. **Your Contract** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** while this **Contract** is still in force. This **Contract** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This **Contract** can only be transferred once and the transfer must be initiated by the original **Contract** Holder.

b. To transfer, the following must be submitted to the **Administrator** within 30 days of the change of ownership to a subsequent individual purchaser:

- A completed transfer form; with
- Name and Address of new owner, date of sale to new owner, current mileage; and
- \$50.00 Transfer Fee made payable to the **Administrator**.

c. Any remaining manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer's

maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work which the new owner has performed in accordance with the Maintenance Requirements of this **Contract**. If necessary, these documents will be verified by the **Administrator**.

### 9. OUR RIGHT TO RECOVER PAYMENT

If **You** have a right to recover against another party for anything **We** have paid under this **Contract**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

### 10. FINANCIAL AGREEMENTS

If this **Contract** was financed (purchased on a payment plan) by a funding party, they shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Contract** and no refund will be due. Should a claim arise before this **Contract** is paid in full, the balance owed will be deducted from the claim payment.

## CANCELLATION

a. **You** may cancel this **Contract** by sending a letter of cancellation along with the **Contract** to **Us** at 2200 Highway 121, Suite 105, Bedford TX 76021 (1-800-723-2353). A notarized statement indicating the odometer reading must be submitted.

b. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or **Your Vehicle** is found to be used as a commercial vehicle.

c. If **Your Vehicle** and this **Contract** have been financed, the lienholder shown on the **Proof of Registration** may cancel this **Contract** for non-payment, (except in the states of Utah and Wyoming), or if **Your Vehicle** is declared a total loss or is repossessed.

d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, less a twenty-five dollar (\$25.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. Where permitted, the total amount of all authorized claims will be deducted from all refunds.

## SPECIAL STATE REQUIREMENTS/DISCLOSURES

### ALABAMA

CANCELLATION SECTION – the following is added to items **b.** and **d.**:

**b.** No administrative fee will be charged if **We** cancel **Your Contract**.

**d.** A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**.

### ALASKA

EXCLUSIONS SECTION – Item **J.** is amended by adding the following:

**J.** This **Contract** does provide **Coverage** if **Your Vehicle** is used for snow removal, provided **Your Vehicle** is properly equipped for such use and is not used commercially.

Item **N.** is added as follows:

**N.** This **Contract** does not provide **Coverage** for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the **Contract**), and attorney's fees.

### CONNECTICUT

Resolution of Disputes - In accord with CT Bulletin PC-45, 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 the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty **Contract**.

Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with a sale price of \$3,000 but less than \$5,000

Provides coverage for 30 days or 1,500 miles, whichever occurs first.

Used vehicles with a sale price of \$5,000 or more

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

**SPECIAL STATE DISCLOSURES: CONNECTICUT (CONTINUED)**

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

If **Your Vehicle** is being repaired for a **Breakdown** covered by the warranty plan, and the warranty plan expires during the repair, the warranty plan is extended until the repair is completed.

**You** may cancel this **Contract** if **You** return the covered **Vehicle** or the covered **Vehicle** is sold, lost, stolen or destroyed.

**HAWAII**

**DEFINITIONS SECTION** – The definition of **Breakdown** is deleted and replaced with the following:

**Breakdown** – Means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale

Provides coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but not more than 75,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

**IDAHO**

Notice – **Coverage** afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

**ILLINOIS**

**CONDITIONS OF COVERAGE SECTION - THE CONTRACT OBLIGOR IS WARRANTECH AUTOMOTIVE, INC.**

**EXCLUSIONS SECTION** – Item **E.** is amended to read:

**E.** For any repair or replacement of any covered part if a **Breakdown** has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a **Breakdown**.

**CANCELLATION SECTION** – Item **d.** is deleted and replaced with the following:

**d.** If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge 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. The Vehicle Service **Contract** provider may retain a cancellation fee not to exceed the lesser of 10% of the Vehicle Service **Contract** price or fifty dollars (\$50). In the event of a cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. The total amount of all authorized claims will be deducted from all refunds.

**INDIANA**

**Your** proof of payment to the issuing dealer for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**.

**IOWA**

If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the **Proof of Registration** for the **Administrator's** address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address:

Iowa Insurance Department, 6th floor, Lucas State Office Building, Des Moines, Iowa 50319.

**CANCELLATION SECTION** - the following is added to Item d.:

**d.** A ten percent (10%) penalty will be added each month to any refund not paid to the **Contract** Holder within thirty (30) days of the return of the Service **Contract** to the Service Company.

**MASSACHUSETTS**

**NOTICE TO CUSTOMER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.**

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 40,000 miles at the time of sale

Provides coverage for 90 days or 3,750 miles, whichever occurs first.

Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale

Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale

Provides coverage for 30 days or 1,250 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

**MISSOURI**

**CANCELLATION SECTION** – Item **b.** is amended by adding and Item **d.** is deleted and replaced with the following:

**b.** If the **Contract** Holder cancels this **Contract**, **We** must mail written notice of cancellation to **You** within 15 days of cancellation.

**d.** If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund **You** the entire purchase price of the **Contract**. This "free-look" period only applies to the original **Contract** purchaser. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on term/miles selected and the date **Coverage** begins, less a twenty-five dollar (\$25.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of the **Contract** to the **Administrator**. The total amount of all authorized claims will be deducted from all refunds.

**NEBRASKA**

**CANCELLATION SECTION** – Item **b.** is amended by adding the following:

**b.** If **We** cancel this **Contract**, **We** will give **You** sixty (60) days notification, except for non payment, which will be ten (10) days notification.

**NEVADA**

This Service **Contract** is not renewable.

The provisions of this **Contract** apply only to the original purchaser of the Service **Contract**.

**CANCELLATION SECTION** – Items **b.** and **d.** are DELETED and REPLACED with the following:

**b.** **We** may cancel this **Contract** within 70 days from the date of purchase for any reason. After 70 days, **We** may only cancel this Service **Contract** for fraud, material misrepresentation, nonpayment by **You** or a substantial breach of duties by **You** relating to the covered property or its use. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or if **Your Vehicle** is found to be used as a commercial vehicle. If **We** cancel **Your Contract**, **You** will be entitled to a refund on the unearned **Contract** fee according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, no administrative fee will be deducted. In the event **We** cancel this

**Contract**, written notice will be sent to **You** last known address at least 15 days prior to cancellation with the effective date of the cancellation.

- d. **You** may cancel this **Contract** at anytime. If **You** have made no claim and **Your** request for cancellation is within 30 days, the full price **You** paid for the Service **Contract** will be refunded and no administrative fee will be deducted. If **You** have made a claim under the **Contract**, or if **Your** request is beyond the first 30 days, **We** will refund to **You** an amount based on the pro-rata method, less a \$25.00 administrative fee. If **Your Contract** was financed, the outstanding balance will be deducted from any refund, however, **You** will not be charged for claims paid or repair service fees. If **You** cancel this **Contract** and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

#### NEW YORK

Section 196b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

##### Used vehicles with 36,000 miles or less at the time of sale

Provides coverage for 90 days or 4,000 miles, whichever occurs first.

##### Used vehicles with more than 36,000 miles but less than 80,000 miles at the time of sale

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

##### Used vehicles with 80,000 miles or more but no more than 100,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

#### NORTH CAROLINA

CANCELLATION SECTION – Item **d.** is deleted and replaced with the following:

- d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge 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 an administration fee of \$25 or 10% of the pro-rata refund amount, whichever is less. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. The total amount of all authorized claims will be deducted from all refunds.

#### RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

##### Used vehicles with 36,000 miles or less at the time of sale

Provides coverage for 90 days or 4,000 miles, whichever occurs first.

##### Used vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

#### SOUTH CAROLINA

If **You** have any questions regarding this **Contract**, or a complaint against the Obligor, **You** may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6180.

CANCELLATION SECTION – Item **b.** is amended by adding the following:

- b. If **We** cancel this **Contract** **We** shall mail a written notice to **You** at the last known address held by **Us** at least 15 days prior to cancellation, providing

**You** with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service **Contract** holder to the provider, or a substantial breach of duties by the Service **Contract** holder relating to the covered product or its use.

Item **d.** is deleted and replaced with the following:

- d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, less a twenty-five dollar (\$25.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. A ten percent penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Service **Contract** to the provider. The total amount of all authorized claims will be deducted from all refunds.

#### TEXAS

If **You** have any questions regarding the regulation of the Service **Contract** provider or a complaint against the Obligor, **You** may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

CANCELLATION SECTION – Item **b.** is amended by adding the following:

- b. If **We** cancel this **Contract** **We** shall mail a written notice to **You** at the last known address held by **Us** before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service **Contract** holder to the provider, or a substantial breach of duties by the Service **Contract** holder relating to the covered product or its use.

Item **d.** is amended by adding the following:

- d. If a Service **Contract** is cancelled under this section and the provider does not pay the refund or credit the Service **Contract** holder's account before the 46th day after the date of the return of the Service **Contract** to the provider, the provider is liable to the **Contract** holder for a penalty in an amount not to exceed 10 percent of the amount outstanding per month.

#### UTAH

Note: **Coverage** afforded under this **Contract** is not guaranteed by the Property and Casualty Guarantee Association.

CANCELLATION SECTION – Item **b.** is deleted and replaced with the following:

- b. **We** may cancel this **Contract** for the following reasons by sending to **You** notice of cancellation and the reason for cancellation, via first class mail, to **Your** last known address:
1. **We** may cancel this **Contract** for non-payment of the **Contract** charge. Such cancellation will be effective 10 days after mailing of notice.
  2. **We** may cancel this **Contract** for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice.

#### WYOMING

**Our** obligations under this Vehicle Service **Contract** are insured by a policy issued by the Insurance Company as noted on the **Registration Page**. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company.

CANCELLATION OF **YOUR CONTRACT** SECTION - Items **b.** and **d.** are amended by adding:

- b. The provider of the Service **Contract** shall mail a written notice to the Service **Contract** Holder at the last known address of the Service **Contract** Holder in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.
- d. A ten-percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of **Contract** to the provider. In the event the Lienholder is named on a Cancellation, both the **Contract** Holder and the Lienholder will be shown jointly on the cancellation refund check.



