

SERFF Tracking Number: LDRA-125509760 State: Arkansas  
Filing Company: Old Republic Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CC-SEL-FORMS 08  
TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts  
Product Name: VPP-CarChex  
Project Name/Number: /

## Filing at a Glance

Company: Old Republic Insurance Company

Product Name: VPP-CarChex

TOI: 21.6 Motor Vehicle Service Contracts

Sub-TOI: 21.6000 Motor Vehicle Service  
Contracts

Filing Type: Form

SERFF Tr Num: LDRA-125509760 State: Arkansas

SERFF Status: Closed

State Tr Num: EFT \$50

Co Tr Num: CC-SEL-FORMS 08

State Status: Fees verified and  
received

Co Status:

Reviewer(s): Alexa Grissom, Betty  
Montesi, Brittany Yielding

Authors: Cindi Parks, Julie Urasaki, Debi Lisle  
Disposition Date: 02/28/2008

Date Submitted: 02/27/2008

Disposition Status: Approved

Effective Date Requested (New): 03/15/2008

Effective Date (New): 03/15/2008

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 02/28/2008

State Status Changed: 02/28/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Old Republic Insurance Company is currently offering a vehicle service contract (VSC) program on a nationwide basis through its affiliated administrator/obligor companies. We refer to that program as the Selection program and it is marketed by a single client nationwide.

Submitted for your review and subsequent approval are additional service contract forms to be used in conjunction with this program. These forms contain identical information as contained in the currently filed and approved Selection forms

SERFF Tracking Number: LDRA-125509760 State: Arkansas  
Filing Company: Old Republic Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CC-SEL-FORMS 08  
TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts  
Product Name: VPP-CarChex  
Project Name/Number: /

(see State Tracking No. AR-PC-07-025086) with a few exceptions:

The name of the program is Selection 2

This is a product that will be sold to customers via a telephone call center

There is a 30-day, 1,000 miles waiting period before coverage commences

Claims are deducted from cancellation refunds if permitted by state law

We feel that since the customer already owns the vehicle that will be covered, it is important that a waiting or validation period is required to be sure the customer is not purchasing a service contract in order to "fix" their car. The 30-day, 1,000 miles waiting period will be added to the expiration date/mileage; therefore, the customer will not be "losing" any coverage.

## Company and Contact

### Filing Contact Information

Cindi Parks, Regulatory Compliance Manager cparks@orias.com  
8282 S. Memorial Drive (800) 331-3780 [Phone]  
Tulsa, OK 74133 (800) 874-9559[FAX]

### Filing Company Information

Old Republic Insurance Company	CoCode: 24147	State of Domicile: Pennsylvania
307 N. Michigan Avenue	Group Code: 150	Company Type:
Chicago, IL 60601	Group Name:	State ID Number:
(800) 621-0365 ext. [Phone]	FEIN Number: 25-0410420	

-----

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

SERFF Tracking Number: LDRA-125509760 State: Arkansas  
Filing Company: Old Republic Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CC-SEL-FORMS 08  
TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts  
Product Name: VPP-CarChex  
Project Name/Number: /

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Old Republic Insurance Company	\$50.00	02/27/2008	18195842

SERFF Tracking Number: LDRA-125509760

State: Arkansas

Filing Company: Old Republic Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: CC-SEL-FORMS 08

TOI: 21.6 Motor Vehicle Service Contracts

Sub-TOI: 21.6000 Motor Vehicle Service Contracts

Product Name: VPP-CarChex

Project Name/Number: /

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	02/28/2008	02/28/2008

SERFF Tracking Number: LDRA-125509760 State: Arkansas  
Filing Company: Old Republic Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CC-SEL-FORMS 08  
TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts  
Product Name: VPP-CarChex  
Project Name/Number: /

## Disposition

Disposition Date: 02/28/2008

Effective Date (New): 03/15/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: LDRA-125509760 State: Arkansas  
 Filing Company: Old Republic Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CC-SEL-FORMS 08  
 TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts  
 Product Name: VPP-CarChex  
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Registration Page	Approved	Yes
Form	Vehicle Service Contract	Approved	Yes
Form	Vehicle Service Contract Booklet	Approved	Yes

SERFF Tracking Number: LDRA-125509760 State: Arkansas  
 Filing Company: Old Republic Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CC-SEL-FORMS 08  
 TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts  
 Product Name: VPP-CarChex  
 Project Name/Number: /

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Registration Page	SEL-ORIAS-RP-02	2/08	Declaration New s/Schedule		0.00	Selection (CARCHEX) Reg Page.pdf
Approved	Vehicle Service Contract	SEL-VSC-ORIAS-02	02/08	Policy/Coverage New Form		0.00	Selection (CARCHEX) VSC Legal.pdf
Approved	Vehicle Service Contract Booklet	SEL-VSC-ORIAS-02-BK	2/08	Policy/Coverage New Form		0.00	Selection (CARCHEX) VSC Booklet.pdf

- Select Your Vehicle
- Select Your Coverage
- Select Your Terms
- Select Your Deductible



ADMINISTRATION / CLAIMS:  
P. O. Box 35008  
Tulsa, OK 74153-0008  
1-800-354-3953

SELLER NUMBER	AGENT CODE	YEAR	MAKE	MODEL	Contract is <b>VALID ONLY</b> with one (1) Coverage box marked and one (1) Term box filled in. SEE BELOW

CONTRACT HOLDER (You, Your):	CONTRACT HOLDER ADDRESS: Phone ( )

This is your <b>CONTRACT NUMBER</b> . Please use this number in any phone or written communication.	<b>CCTS</b>	CUSTOMER COST	CONTRACT PURCHASE DATE*	17 DIGIT VEHICLE IDENTIFICATION NUMBER
---	-------------	---------------	-------------------------	--

<b>NEW VEHICLE</b> Class Listing Number (1-6)	<b>USED VEHICLE</b> <input type="checkbox"/> Asian <input type="checkbox"/> Domestic <input type="checkbox"/> European	ODOMETER MILEAGE AT CONTRACT PURCHASE DATE*	VEHICLE PURCHASE PRICE	TERMS OF PAYMENT <input type="checkbox"/> FINANCED WITH VEHICLE <input type="checkbox"/> PAID IN FULL <input type="checkbox"/> OTHER _____	DEDUCTIBLE Per Visit
--	---	---	------------------------	---	-------------------------

**30-DAY 1,000 MILE VALIDATION PERIOD**  
See the section entitled "PROVISIONS OF THIS VEHICLE SERVICE CONTRACT" for details

<p>*New Vehicle and Wrap plan expiration is measured in time/mileage from the Contract Purchase Date and zero (0) miles.</p> <p>*Used Vehicle plan expiration is measured from the Contract Purchase Date and Odometer Mileage at Contract Purchase Date.</p>	<b>SURCHARGES</b>		
	<input type="checkbox"/> ONE TON	<input type="checkbox"/> SEALS & GASKETS	<input type="checkbox"/> 4WD/AWD
	<input type="checkbox"/> COMMERCIAL USE	<input type="checkbox"/> DIESEL	<input type="checkbox"/> TURBO/SUPERCHARGER
	<input type="checkbox"/> HIGH TECH ELECTRONICS	<input type="checkbox"/> ENHANCED ELECTRICAL	

SELLER/LESSOR:	LIENHOLDER: (Needed only if VSC is financed)
ADDRESS:	

SELLER PHONE NUMBER ( ) \_\_\_\_\_ AUTHORIZED SELLER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACT HOLDER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**REGISTRATION PAGE**

The Administrator and Obligor of this Vehicle Service Contract is as follows: Old Republic Insured Automotive Services, Inc. In GA, NY, WY: ORIAS Warranty Services; In TX: ORIAS Warranty Services, Inc.; In AZ, LA, OK, NM, WI: Minnehoma Automobile Association, Inc. **The address and phone for all administrative companies: P.O. Box 35008, Tulsa, OK 74153-0008. 1-800-354-3953.** The Obligor's performance under this Vehicle Service Contract is fully insured by Old Republic Insurance Company (Tulsa Branch Office), 8282 S. Memorial Drive, Tulsa, OK 74133. If a covered claim is not paid within sixty (60) days after a loss has been filed, You may file a claim with Old Republic Insurance Company at the address shown or call 1-800-331-3780.

<p><b>Coverage</b> Check One (1)</p> <p><input type="checkbox"/> Basic</p> <p><input type="checkbox"/> Classic</p> <p><input type="checkbox"/> Superior</p> <p><input type="checkbox"/> Extreme</p> <p><input type="checkbox"/> Extreme Wrap</p> <p><input type="checkbox"/> _____</p>	<p><b>Term</b> Fill In One (1)</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p align="center"><b><u>New &amp; Extended Vehicle Plans Only</u></b></p> <p><input type="checkbox"/> _____ months _____ miles</p> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p align="center"><b><u>Used Vehicle Plans Only</u></b></p> <p><input type="checkbox"/> _____ months _____ miles</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p align="center"><b><u>Wrap Plans Only</u></b></p> <p><input type="checkbox"/> _____ months _____ miles</p> </div>
--	---

**Contract is not valid unless coverage and term are stated.**



## IMPORTANT INFORMATION YOU NEED TO KNOW

**CUSTOMER CONTRACT NUMBER** – Please see the box containing **Your Contract Number** on the **Registration Page**. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

**PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR FINANCE A MOTOR VEHICLE. PLEASE NOTE THAT THIS IS A SERVICE CONTRACT, NOT AN INSURANCE POLICY.**

Our obligations under this **Contract** are fully insured by a Service Contract Reimbursement Insurance Policy issued by Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. If **You** have not received either payment of a claim or a refund for the cancellation of **Your Contract** within sixty (60) days after proof of loss has been filed and approved by the **Administrator**, or **Your** request for cancellation has been submitted to and accepted by the **Administrator**, **You** may make a direct claim against Old Republic Insurance Company (Tulsa Branch Office) at the address shown or call toll free 1-800-331-3780. (Please refer to **SPECIAL STATE REQUIREMENTS/DISCLOSURES** for additional information and/or amendments to certain provisions of this Vehicle Service Contract.)

## THINGS TO DO NOW

**Verify Registration Page** – The Registration Page must be attached to the front of this Contract to complete and validate this Contract.

**Check Your Coverage and Term** – A Registration Page has been attached to the front of this Vehicle Service Contract and contains information regarding Your Contract. Please compare the Coverage Name on the Registration Page with the corresponding Coverage as listed under the Schedule of Coverage. If the Coverage or Term box was not marked, or is inaccurate, contact the seller of this Contract immediately to avoid a possible delay should a claim arise.

**Check Your Deductible** – Please check the box labeled **DEDUCTIBLE** on Your Registration Page. A number should be written in the box which identifies the portion of the covered repair You will be required to pay if You have a claim. If this box was left blank, contact the seller of this Contract immediately.

**NOTE:** This Contract is not valid unless You have signed the Registration Page.

**Check Your Surcharges** - Please check the box labeled **SURCHARGES** on Your Registration Page. If Your Vehicle is One Ton, used for Commercial Use, Diesel, Four Wheel Drive/All Wheel Drive, or Turbo/Supercharger and the appropriate box is not checked, contact the seller of this Contract immediately. Your Contract is invalid unless applicable surcharge(s) is paid and marked on Your Registration Page. If You chose the optional Seals and Gaskets Coverage at the time of sale, the applicable box must be marked on Your Registration Page and the surcharge must be paid.

## THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT

In order for You to receive benefits under the terms of this Contract, You are required to maintain Your Vehicle according to the manufacturer's recommended service schedule, as shown in Your Vehicle's owner's manual. The manufacturer's recommended service schedule for Your Vehicle will be considered the maximum allowable interval between the maintenance services required by this Contract. (If there is no written maintenance schedule for oil changes for Your Vehicle, the maximum allowable interval between oil changes must not exceed 7,500 miles.) All maintenance on Your Vehicle must be performed by a licensed repair facility. You must keep verifiable repair facility receipts and work orders indicating the date, mileage and service performed. Failure to have the required maintenance performed and/or failure to provide verifiable receipts when requested will result in denial of coverage.

It is Your responsibility to have any non-covered repairs or maintenance performed at the time it is recommended.

You will be required under this Contract to authorize the repair facility to perform any diagnosis or teardown necessary to determine the cause of failure and cost to repair. You will be responsible for all incurred expenses if the failure or Breakdown is not covered by this Contract.

Should any payment be made by virtue of this Contract for any repair or replacement for which the manufacturer or distributor now or subsequently provides remuneration or recovery, then the Contract holder assigns to the Administrator all rights to such remuneration or recovery not to exceed the amount of the benefit(s) provided under this Contract.

## 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 **Registration Page** or the person to whom this **Contract** was properly transferred.

**We, Us, Our** - Means the **Obligor** and **Administrator** of this **Contract** as stated below and on the **Registration Page** attached to this **Contract**.

**Administrator and Obligor** – Means the following: **In most States:** Old Republic Insured Automotive Services, Inc.; **In GA, NY, WY:** ORIAS Warranty Services; **In TX:** ORIAS Warranty Services, Inc.; **In AZ, LA, OK, NM, WI:** Minnehoma Automobile Association, Inc. The address and phone for all administrative companies: P. O. Box 35008, Tulsa, OK 74153-0008. 1-800-354-3953.

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

**Registration Page** - 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.

**Schedule Of Coverage** - Lists the **Coverage** provided to **You** for **Your Vehicle** under this **Contract**.

**Coverage** - Means the protection **You** have selected, as listed in the **Schedule Of Coverage** Section.

**Your Vehicle** - Means the vehicle which is described on the **Registration Page**.

**Deductible** - Means the amount **You** are required to pay, as shown on the **Registration Page**, 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** - Means 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.

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

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

**Commercial Use** – Means vehicles used for Farming or Ranching, Route Work, Job-Site Activities, Service or Repair Work, Delivery of Goods and Snow Removal (vehicle must be equipped with factory installed or factory authorized snowplow package). Usage must not exceed manufacturer's ratings and/or limitations.

## PROVISIONS OF THIS VEHICLE SERVICE CONTRACT

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 on the **Contract Purchase Date** (see **Validation/Waiting Period in Item #2**) and will expire according to the time and/or mileage of the term/miles selected, whichever occurs first, as shown on the **Registration Page**.

- a) New Vehicle Plan expiration is measured in time/mileage from the **Contract Purchase Date** and zero (0) miles.
- b) Used Vehicle Plan expiration is measured in time/mileage from the **Contract Purchase Date** and Odometer Mileage (at **Contract Purchase Date**).

### 2. VALIDATION / WAITING PERIOD

**There is a thirty (30) day and 1,000 miles validation or "waiting" period from the date of purchase of the Contract.** Expiration of the **Contract** will be according to the time and mileage limits of the plan selected, whichever occurs first, with the "waiting" period of thirty (30) days and 1,000 miles added to the scheduled expiration. The validation or "waiting" period will not reduce the actual time and/or mileage during the term of the **Contract**. Coverage will commence the day following the validation or "waiting" period.

### 3. COVERAGE

The **Coverage** afforded **You** for **Your Vehicle** is fully described in this **Contract**. Please see **Section: "Schedule of Coverage"**

### 4. COVERED PARTS AND LABOR

**We** will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of a part listed in the **Schedule of Coverage**. REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, OR OF LIKE KIND AND QUALITY. Labor cost for authorized repairs will be determined by a current nationally published flat rate manual approved by the **Administrator**.

### 5. DEDUCTIBLE

In the event of a **Breakdown** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to Emergency Roadside Assistance as provided by this **Contract**. If **You** have a **Deductible**, as shown on the **Registration Page**, the **Deductible** amount will be applied on a per repair visit basis. Should a covered **Breakdown** take more than one visit to repair, only one **Deductible** will apply for that **Breakdown**.

### 6. TERRITORY

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

### 7. LIMITS OF LIABILITY

- a. **Per Repair Visit** - **Our** liability for any one (1) repair visit shall in no event exceed the current market value of **Your Vehicle** at the time of said repair visit, as listed in the NADA Used Car Guide.
- 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** (excluding tax, title and license fees).

### 8. 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.

## TRANSFER OF YOUR CONTRACT

**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.

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

1. A completed transfer form; with
2. Name and address of new owner, date of sale to new owner, current mileage; and
3. \$75 transfer fee made payable to the **Administrator**.

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**.

## CANCELLATION OF YOUR CONTRACT

You should check the SPECIAL STATE REQUIREMENTS / DISCLOSURES Section for different rights regarding cancellation.

- a. You may cancel this **Contract** by returning to the seller of this **Contract**. A written request for cancellation that includes your signature along with an odometer statement indicating the odometer reading on the date the request will be required. In the event you are unable to return to the seller of this **Contract**, You may send a signed letter requesting cancellation to the **Administrator** along with a notarized statement indicating the mileage (odometer reading) of **Your Vehicle** at the time the cancellation is to be effective.
- 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 and the applicable surcharge has not been marked on the **Registration Page** and payment has not been received for this surcharge.
- c. If **Your Vehicle** and this **Contract** have been financed, the lienholder shown on the **Registration Page** may cancel this **Contract** for non-payment or if **Your Vehicle** is declared a total loss or is repossessed.
- d. If this **Contract** is cancelled within the first thirty (30) days from the date shown on the **Registration Page**, and no claims have been filed, **We** will refund the entire **Contract** charge paid. If a claim has been made against **Your Contract**, or if the **Contract** has been in effect more than thirty (30) days, **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 the claims paid. All cancellations are subject to a seventy five dollar (\$75) administrative fee (**unless otherwise stated in the SPECIAL STATE REQUIREMENTS/DISCLOSURES section**). You will receive your cancellation refund from the seller.

**Note:** In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. The lienholder will be named as the sole payee on a cancellation refund if **Your Vehicle** has been repossessed.

## CONTRACT HOLDER'S GUIDE TO FILING A CLAIM

- A. IF YOUR VEHICLE INCURS A BREAKDOWN, YOU MUST TAKE THE FOLLOWING STEPS TO FILE A CLAIM:**
1. You must use all reasonable means to protect Your Vehicle from further damage. Example: activated warning lights indicate that You should stop operating Your Vehicle immediately.
  2. You must authorize a licensed repair facility to perform any diagnosis or teardown necessary to determine the cause of failure and repair cost. You are responsible for all incurred expenses if it is determined that the failure or repair is not covered by this Contract.
  3. You must ensure that the repair facility contacts the Administrator at (800) 354-3953 when the cause of failure and repair cost are determined. The Administrator reserves the right to inspect Your Vehicle before repairs are performed.
  4. Depending on the particular failure, maintenance records may be requested from You before the Administrator will authorize the claim.
  5. **DO NOT AUTHORIZE REPAIRS UNTIL THE ADMINISTRATOR VERIFIES THAT THE BREAKDOWN IS COVERED BY THIS CONTRACT AND ISSUES AN APPROVAL NUMBER TO THE REPAIR FACILITY OR YOUR CLAIM WILL BE DENIED. (EXCEPTION - SEE EMERGENCY REPAIRS.)**
  6. It is Your responsibility to pay any expenses that are not covered by this Contract, including the Deductible.
- B. EMERGENCY REPAIRS:** If You have a Breakdown that renders Your Vehicle inoperable or unsafe to operate outside Our normal business hours (8 am to 7 pm Central Time, Monday - Friday, and 8 am to 4 pm Central Time, on Saturday) and when a minor repair, not to exceed a cost of \$500, can be performed that will return Your Vehicle to operation, You may, at Your own discretion, authorize the necessary emergency repairs, subject to the following conditions:
1. Emergency repairs can only be performed on Your Vehicle when You cannot obtain approval from the Administrator because the Breakdown occurred outside Our normal business hours.
  2. You must report the claim directly to the Administrator within five (5) days from the date the Breakdown occurred by calling the toll-free claims number (800) 354-3953. Mail-in claims for emergency repairs will not be accepted. Note: If the Administrator re-opens before repairs to Your Vehicle are completed, You must immediately contact the Administrator for instructions before continuing with the repairs.
  3. Repairs must be performed by a licensed repair facility, and not exceed a cost of \$500.
  4. You must provide the Administrator with a paid receipt.
  5. You must save all parts that were replaced and provide them to the Administrator, if requested.

**Failure to comply with the above procedures will result in a denial of Coverage.**

Customer Service / Claims  
P.O. Box 35008, Tulsa, OK 74153-0008  
Phone: (800) 354-3953

## SERVICE MANAGER'S GUIDE TO FILING A CLAIM

- 1) Obtain approval from the **Contract** holder to diagnose and perform the necessary teardown to determine the cause and extent of the failure. Save all components including fluids and filters, in the event the **Administrator** requires an inspection. Inform the **Contract** holder that the diagnostic and teardown cost will not be paid if the failure is not covered by the **Contract**.

**NOTE: Any major component failure that has a verifiable complaint, i.e., slipping transmission, knocking engine, etc, should be reported to the Administrator prior to any teardown.**

- 2) Call the **Administrator** at **(800-354-3953)** to report the claim. Please have the following information available for the claims adjuster:
  - a) Customer information and **Contract** number
  - b) Vehicle VIN and current mileage on the **Vehicle**
  - c) Repair order number
  - d) Cause of failure and recommended correction/repairs
  - e) Complete estimate of repairs, including part numbers, labor operations and taxes.
- 3) The **Administrator** will advise repair facility if additional evaluation, information or documentation is required. If not, the **Administrator** will either 1) issue an approval number for the covered amount of the claim and provide reimbursement instructions for credit card payment or 2) deny the claim.

In order to receive reimbursement for repairs, all repair orders and documentation must be submitted to the **Administrator** within sixty (60) days at:

**Administrator: • P.O. Box 35008 • Tulsa, OK 74153-0008**

**Phone • (800) 354-3953 Fax • (918) 250-4882**

## SCHEDULE OF COVERAGE

### BASIC 'POWERTRAIN' COVERAGE 1-5

**1. Engine:** Cylinder Block, Cylinder Head(s), Rotary Housing and all internal lubricated parts contained within the engine including: Pistons; Piston Rings; Connecting Rod Bearings; Crankshaft; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Chain or Belt; Timing Gears, Guides, Tensioners; Rocker Arms; Rocker Shafts; Rocker Bushings; Cylinder Head Valves; Valve Guides; Valve Lifters; Valve Springs; Valve Seals; Valve Retainers; Valve Seats; Push Rods; Water Pump; Fuel Pump; Oil Pump and Oil Pump Housing; Harmonic Balancer; Timing Chain Cover; Intake Manifolds; Valve Covers; Cam Gear Bolt; Harmonic Balancer Bolt; and Head Bolts.

**2. Turbocharger/Supercharger:** (factory installed only) Turbocharger/Supercharger Housing and All Internal Parts.

**3. Transmission:** (Automatic or Standard) Transmission Case and all Internal Parts plus: Torque Converter, Flywheel/Flex Plate, Vacuum Modulator; Electronic Shift Control Unit; and Slave/Clutch Master Cylinder.

**4. Transfer Case:** Transfer Case and All Internal Parts.

**5. Drive Axle:** (Front and Rear) Drive Axle Case; All Internal Parts contained within the Drive Axle; Locking Hubs; Drive Shafts; Center Support Bearings; Universal Joints; Constant Velocity Joints; Axle Bearings; Four-Wheel Drive Actuator; and Differential Cover.

### CLASSIC COVERAGE 1-9

**6. Steering:** All Internal Parts contained within the Steering Box; Rack and Pinion Gear; Power Steering Pump; Upper and Lower Steering Column Shafts and Couplings, **Rear Wheel Steering:** Power Cylinder and Pump; and Stepper Motor.

**7. Brakes:** Master Cylinder; Power Brake Cylinder; Vacuum/Hydro Assist Booster; and Wheel Cylinders.

**8. Electrical:** Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive; Wiper Motor; and O-2 Sensors.

**9. Air Conditioner:** Condenser; Compressor, Compressor Clutch and Pulley; Evaporator; and Expansion Valve.

### SUPERIOR COVERAGE 1-15

**10. ABS Brakes:** The following ABS Parts are covered: Electronic Control Processor; Wheel Speed Sensors; Hydraulic Pump/Motor Assembly; Pressure Modulator Valve/Isolation Dump Valve; and Accumulator.

**11. Front and Rear Suspension:** Upper and Lower Control Arms; Control Arm Shafts and Bearings or Bushings; Upper and Lower Ball Joints; and Wheel Bearings.

**12. Enhanced Electrical:** Automatic Climate Control Programmer; Ignition Coil; Cruise Control Module, Transducer, Servo and Amplifier; Powertrain Control Module; Power Window Motor and Regulator; Power Seat Motor; Convertible Top Motor; Power Sunroof Motor; Power Window Switch; Cruise Control Engagement Switch; Stop Lamp Switch; and Headlamp Switch.

**13. Fuel Delivery:** Fuel Injection Pump and Injectors; Vacuum Pump; Fuel Pressure Regulator; and Fuel Tank Switching Unit/Switch.

**14. Cooling:** Engine Cooling Fan and Motor; Fan Clutch; Belt Tensioner; Heater Core; Thermostat; Blower Motor; Hot Water Valve; and Engine Oil Cooler.

**15. Enhanced Air Conditioner:** Idler Pulley and Idler Pulley Bearing; High/Low Compressor Cut-off Switch; Expansion Valve; Pressure Cycling Switch. The following parts are also covered if they are required in connection with the repair of a covered part listed above: Accumulator/Receiver Dryer; Orifice Tube; Oil and Refrigerant.

### EXTREME COVERAGE

If **You** purchased **Extreme Coverage** as stated on the **Registration Page**, this **Contract** covers all factory installed mechanical and electrical parts and assemblies of **Your Vehicle** for **Breakdown**, less any applicable **Deductible**, EXCEPT for the parts and services listed under "**Exclusions**."

## EXTREME WRAP COVERAGE

If **You** purchased **Extreme Wrap Coverage** as stated on the **Registration Page**, this **Contract** covers all **NON-POWERTRAIN** factory installed mechanical and electrical parts and assemblies of **Your Vehicle** for **Breakdown**, less any applicable **Deductible**, EXCEPT for the parts and services listed under "**Exclusions**."

## EXTREME DIESEL / TURBO WRAP COVERAGE

If **You** purchased **Extreme Diesel/Turbo Wrap Coverage** as stated on the **Registration Page**, this **Contract** covers all factory installed mechanical and electrical parts and assemblies of **Your Vehicle** for **Breakdown**, less any applicable **Deductible**, EXCEPT for Engine, Turbocharger/Supercharger, and all parts and services listed under "**Exclusions**."

## BENEFITS

**TOWING/ROAD SERVICE:** In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted towing or road service expenses up to fifty dollars (\$50) per occurrence. Any payment shall be for actual towing or road service charges in excess of any applicable reimbursement from the manufacturer or any other towing or road service coverage. No **Deductible** will apply to this benefit.

**RENTAL:** In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement vehicle (from a licensed rental agency) or for alternate public transportation while **Your Vehicle** is at a licensed repair facility. **Coverage** will be provided to **You** on the following basis, up to a maximum of thirty dollars (\$30) for every eight (8) labor hours, or portion thereof, of applicable labor time required to complete the repair, up to a maximum of one hundred and fifty dollars (\$150) for each repair visit. This **Coverage** does not apply to the time waiting for parts, services, weekends or other delays beyond the control of the repair facility or the **Administrator**. However, an additional three (3) days of rental coverage applies in the event of a parts delay when an internal repair or replacement is performed on a major component (engine, transmission, drive axle). No **Deductible** will apply to this benefit.

**TRIP INTERRUPTION:** In the event a **Breakdown** covered by this **Contract** occurs more than one hundred (100) miles from **Your** home and results in a repair facility keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted hotel and restaurant expenses, up to seventy-five dollars (\$75) per day for a maximum of three (3) days (total benefit per occurrence of \$225). No **Deductible** will apply to this benefit.

**LOST KEY/LOCK OUT:** In the event the keys for **Your Vehicle** are lost, broken or accidentally locked in **Your Vehicle**, **We** will reimburse **You** for receipted expenses, up to a maximum of thirty-five dollars (\$35) for locksmith services. No **Deductible** will apply to this benefit. (Not available in all states – see SPECIAL STATE REQUIREMENTS.)

## SURCHARGED OPTIONAL COVERAGE

**COMMERCIAL USE:** If the **Contract Registration Page** shows that **You** purchased the **Commercial Use** option, see **Commercial Use** Definition for specific usage. Limited to vehicles rated at one ton and below (See **Definitions**).

**SEALS AND GASKETS COVERAGE:** If the **Contract Registration Page** shows that **You** purchased the **Seals and Gaskets** option, **You** are covered for the following: **Seals and Gaskets** of covered components designed to prevent the loss of necessary coolants, lubricants and fluids. Included on all Extreme Coverage.

**ENHANCED ELECTRICAL COVERAGE:** If the **Contract Registration Page** shows that **You** purchased the Enhanced Electrical option, **You** are covered for the following: Enhanced Electrical components listed in **#12** of the **Schedule of Coverage**. Included on all Superior and Extreme **Coverage**.

**HIGH TECH ELECTRONICS COVERAGE:** If the **Contract Registration Page** shows that **You** purchased the High Tech Electronics Coverage option, **You** are covered for the following: Factory installed Global Positioning System (GPS)/Navigation equipment hardware and/or software that prevents the component(s) from performing its intended function (does not include programming or updates), rear audio and video game consoles, CD/DVD players and video cassette players, satellite radio equipment, flip-down TV/monitors, and rear audio speakers. **Note: High Tech Coverage is limited to base units only and does not provide Coverage for remote controls, wiring, cassettes and or game cartridges.**

## EXCLUSIONS

This Service Contract does not cover the following parts, services, conditions or events:

- A. Any item covered by Your Vehicle manufacturer's original factory warranty, and any component or equipment not installed by the manufacturer.
- B. Any loss to the vehicle frame and chassis, exhaust system including the catalytic converter, transmission cooler lines and hoses, manual clutch release bearing, clutch pilot bushing or bearing, clutch disc and pressure plate, shock absorbers, wheels, wheel studs, trailer hitches, convertible top, straps, hardware or linkage, window and door handles, cellular phones and video entertainment equipment. All fasteners, including, but not limited to: bolts, studs, nuts, pins, clips and retainers (except when required in conjunction with a covered repair), safety restraint systems (including air bags), electronic transmitting/receiving devices, global positioning systems, voice recognition systems.
- C. Normal maintenance items or parts normally designed to be serviced or replaced periodically during the life of Your Vehicle, such as, but not limited to: oil, coolant, fluids, lubricants, refrigerants, filters, (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, sealed beams, fuses and circuit breakers, wiper blades and arms, battery and battery cables, drive belts, coolant and vacuum hoses, brake rotors, brake drums, brake pads and linings.
- D. Adjustments and cleaning, alignments and wheel balancing, freight charges, environmental disposal fees, storage charges, and shop supplies.
- E. Any repair or replacement of a covered part that has not been authorized by the Administrator prior to the repair being performed except as outlined under the "Emergency Repairs" section of "Contract Holder's Guide to Filing a Claim."
- F. Any loss caused by the failure of any other part of Your Vehicle that is not included for Coverage in this Contract, regardless if the resulting damage is to a covered part.
- G. Liability for damage to property or injury to or death of any person arising from the operation, maintenance or use of Your Vehicle, whether or not related to the parts covered by the Contract.

- H. Any loss caused by collision or upset, breakage of glass, missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, road hazard, malicious mischief or vandalism, riot or civil commotion, lightning, contamination, rust, corrosion, freezing, smoke, acts of God or any cause whatsoever except as provided in the Contract.
- I. Any loss that should be covered by a manufacturer's warranty, repairer's guarantee, or any recall issued by a manufacturer which addresses the Contract holder's complaint. Components or parts covered by any other warranty are not covered by this Contract until expiration of the manufacturer, supplier, or other warranty. Any loss from an improper previous repair is not covered. The Contract does not guarantee the performance of any repair facility or technician.
- J. Any loss if the odometer has been broken, disconnected or altered, or in any way does not represent Your Vehicle's true and correct mileage. Note: It is a federal offense to alter Your Vehicle's odometer.
- K. Repair or replacement and/or any loss caused by, or related to, any mechanical or vehicle alteration and/or modification not recommended by the manufacturer of Your Vehicle. This would include, but is not limited to, the installation of any high performance equipment, lift/lowering kits, incorrect tires/wheels or removal of any emission devices.
- L. Incidental or Consequential Damage such as loss of use of Your Vehicle, inconvenience or commercial loss. Any loss resulting from the failure to have the recommended maintenance services performed for Your Vehicle.
- M. Any loss due to contaminated fuel, lubricants, coolant, or damage caused by a build up of carbon or sludge, restricted oil passages or contamination. Any loss caused by the lack of necessary and proper amounts or types of filters, lubricants or coolant is not covered, including, but not limited to, damage resulting from loss of lubricants or coolant due to the failure of a covered part.
- N. Any loss to Your Vehicle if used for competitive driving, racing, off-road use, hire to the public, rental, pool cars, or if Your Vehicle is equipped for or used as an emergency vehicle. Vehicles used commercially for any purpose other than those defined under Commercial Use are not covered, e.g., wrecker services, cable installation, farming or ranching, hauling, mining or forestry.
- O. Any loss to Your Vehicle if used for towing a trailer or another vehicle or object unless properly equipped beforehand for this purpose as recommended by the manufacturer.
- P. Any loss due to neglect, abuse or misuse of Your Vehicle, or failure to protect Your Vehicle from further damage.
- Q. Any loss to a Gray Market or to any vehicle that has ever been declared a salvaged, reconstructed or similar type titled vehicle.
- R. Repair or replacement of any part will not be covered unless an actual Breakdown has occurred. A reduction in performance of any part, including engine valves and rings, is not covered if the part is operating within the original manufacturer's specifications for Your Vehicle.
- S. No benefit is provided for a condition which existed prior to the Contract effective date or which existed prior to the expiration of the manufacturer's warranty, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.
- T. Any repair or replacement of a covered part which has not failed but which a repair facility recommends or requires be repaired or replaced. Any cost to modify, convert or retrofit original equipment, or any parts that have been updated by the manufacturer for the sole purpose of betterment is not covered.
- U. For diagnostic and/or teardown procedures that are not listed, or are in excess of the times listed, by a current nationally published flat rate manual approved by the Administrator.

## SPECIAL STATE REQUIREMENTS / DISCLOSURES

### ALABAMA

CANCELLATION OF **YOUR CONTRACT** – Item **b.** - is amended to add the following:

Notice of such cancellation will be delivered to **You** at **Your** last known address at least five (5) days prior to cancellation. The cancellation notice will state the effective date and the reason for cancellation. If cancellation is due to nonpayment of the **Contract** price or material misrepresentation by **You** to **Us** relating to **Your Vehicle** or its use, such notice is not be required.

CANCELLATION OF **YOUR CONTRACT** - Item **d.** - is amended to include the following:

The administrative fee in Alabama will not exceed \$25.00. If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. No administrative fee will be charged if **We** cancel the **Contract**.

### ARIZONA

**NOTE: The Administrator and Obligor of this Service Contract is MINNEHOMA AUTOMOBILE ASSOCIATION, INC.**

If a covered claim is not paid within thirty (30) days after proof of loss has been filed, **You** may file a claim directly with the insurer, Old Republic Insurance Company – Tulsa Branch Office (800-331-3780)

Any of the **Contract** conditions or provisions that are in conflict with Arizona Statutes or the Arizona Administrative Code are herein amended to conform to the Statutes and Code.

### ARKANSAS

CANCELLATION OF **YOUR CONTRACT** – Item **b.** - is amended to include the following additional reasons for cancellation: Fraud or material misrepresentation made by or with **Your** knowledge in obtaining the **Contract** or the occurrence of a material change in the risk which substantially increases any hazard insured against after **Contract** issuance.

CANCELLATION OF **YOUR CONTRACT** - Item **d.** - is amended to include the following:

The administrative fee in Arkansas will not exceed \$50.00.

### COLORADO

IMPORTANT INFORMATION YOU NEED TO KNOW – is amended to include the following:

Old Republic Insurance Company's Service Contract Reimbursement Insurance Policy Number is CO 112-00003.

### CONNECTICUT

Connecticut Statutes 42-221, 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.

## CONNECTICUT CONT'D

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, coverage and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT** - Item 1. - **CONTRACT PERIOD** – is amended to include:

If the covered vehicle is in a repair facility at the time the contract expires, the **Contract** expiration date will automatically be extended until the repair has been completed.

**NOTE:** Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P. O. Box 816, Hartford, CT 06142-0816. Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the vehicle and cost of repair, and include a copy of the **Contract**.

## GEORGIA

CANCELLATION OF **YOUR CONTRACT** - Item b. is amended with the following:

b. The **Administrator** may not cancel this **Contract** except for fraud, material misrepresentation, or nonpayment by **You**. Notice of such cancellation will be in writing and given at least ten (10) days prior to cancellation of non-payment of premium, thirty (30) days prior to cancellation for any other reason. Cancellation will comply with Section 33-24-44 of the Georgia Code.

CANCELLATION OF **YOUR CONTRACT** – Item d. is deleted and replaced as follows:

d. If **You** cancel this **Contract** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** after the first thirty (30) days or a claim has been filed, **We** will calculate a pro-rata refund based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term and will retain ten percent (10%) of the unearned pro-rata premium, not to exceed fifty dollars (\$50). If **We** cancel the **Contract**, **We** will refund 100% of the unearned pro-rata premium. No administrative fee will apply in Georgia.

EXCLUSIONS - Item J. is deleted and replaced as follows:

Any loss if Your Vehicle's odometer is broken, has been altered and/or ceased to operate subsequent to purchase of the Service **Contract** so **Your Vehicle's** actual mileage cannot be determined.

EXCLUSIONS - Item K. is deleted and replaced as follows:

Repair or replacement and/or any loss caused by, or related to, any mechanical or vehicle alteration and/or modification made by **You** or with **Your** knowledge not recommended by the manufacturer of **Your Vehicle**. This would include, but is not limited to, the installation of any high performance equipment, lift/lowering kits, incorrect tires/wheels or removal of any emission devices.

EXCLUSIONS - Item M. is amended to delete any reference to sludge.

EXCLUSIONS - Item N. is amended as follows:

The exclusion for "pool cars" does not apply to "share-the-expense" car pools.

EXCLUSIONS - Item S. is deleted and replaced as follows:

No benefit is provided for a condition which existed prior to the **Contract** effective date or which existed prior to the expiration of the manufacturer's warranty and was known to **You** or should have been reasonably known to **You**.

## ILLINOIS

CANCELLATION OF **YOUR CONTRACT** – Item d. - is amended as follows:

The administrative fee will be the lesser of ten percent (10%) of the **Contract** price or fifty dollars (\$50.00).

EXCLUSIONS - Item R. is amended to read:

R. 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**. **Coverage** will be afforded for wear and tear that exceeds the manufacturer's tolerances and specifications.

PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT** – Item 7. LIMITS OF LIABILITY - Item b. Aggregate is amended to read as follows:

b. Aggregate - The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed the Actual Cash Value for **Your Vehicle** (excluding tax, title and license fees).

## 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

PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT** – Item 3 - COVERED PARTS AND LABOR is amended to include the following: Used parts will not be used to replace covered parts without prior authorization from **You**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Iowa Insurance Division.

CANCELLATION OF **YOUR CONTRACT** - Item d. – is amended to include the following:

If a refund is not paid by **Us** within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

**NOTE:** If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the **Registration Page** for the **Administrator's** address and toll free telephone number. Iowa residents may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319.

## KANSAS

**SCHEDULE OF COVERAGE** - BENEFITS – is amended as follows:

The Lost Key/Lockout benefit is not available in Kansas.

CANCELLATION OF **YOUR CONTRACT** – Item b. - is amended to include the following:

No **Contract** that has been in effect for ninety (90) days or more may be cancelled except for one of the following reasons:

1. Nonpayment of **Contract** purchase price;
2. The **Contract** was issued because of a material misrepresentation;
3. The **Contract** holder violated any of the material terms and conditions of the **Contract**.

## LOUISIANA

CANCELLATION OF **YOUR CONTRACT** - Item **d.** - is amended as follows:

In calculating a cancellation refund, no deduction will be made for any claim that has been paid under this **Contract**. All cancellations are subject to a fifty dollar (\$50) administrative fee.

**Your** signature on the **Registration Page** attached to and forming a part of this **Contract** means that **You** have been informed of and agree to the method of refund and administrative fee charged should **You** request cancellation.

## MASSACHUSETTS

NOTICE: 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.

**Your Vehicle** 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, Coverage and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

TRANSFER OF **YOUR CONTRACT** – Item 3. - is amended to remove the transfer fee.

CANCELLATION OF **YOUR CONTRACT** – Item **d.** - is amended to remove the administrative fee.

EXCLUSIONS - Item **F.** is deleted and replaced as follows:

Damage to a non-covered part by a covered part's failure is not covered. Consequential damage to a non-covered part by a covered part is not covered.

EXCLUSIONS – Item **M.** (last sentence) is deleted and replaced as follows:

Any loss caused by the lack of necessary and proper amounts or types of filters, lubricants or coolants is not covered, unless caused by failure of a covered part.

## MISSOURI

CANCELLATION OF **YOUR CONTRACT** – Item **a.** - is amended to include the following:

We will acknowledge your request for cancellation in writing within fifteen (15) days of receipt.

CANCELLATION OF **YOUR CONTRACT** – Item **d.** - is amended to include the following:

If a refund is not paid by **Us** within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

## MONTANA

CANCELLATION OF **YOUR CONTRACT** – Item **b.** - is amended to add the following:

Notice of such cancellation will be delivered to **You** at **Your** last known address at least five (5) days prior to cancellation. The notice of cancellation will state the effective date of the cancellation and the reason for cancellation. If cancellation is due to nonpayment of the **Contract** price, a material misrepresentation by **You** to **Us** relating to **Your Vehicle** or its use, such notice will not be required.

## NEBRASKA

CANCELLATION OF **YOUR CONTRACT** – Item **b.** - is amended to include the following:

**We** will not cancel this **Contract** for misrepresentations unless the misrepresentation is material, made knowingly with intent to deceive, relied and acted upon by **Us**, and actually deceived **Us**.

## NEVADA

CANCELLATION OF **YOUR CONTRACT** - Item **b.** - is amended to include the following:

If **We** cancel this **Contract** for any reason, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files. The cancellation will become effective fifteen (15) days after the notice of cancellation is mailed to **You**. After this **Contract** has been in effect for seventy (70) days, **We** will not cancel this **Contract** except for the following reasons:

1. Failure by **You** to pay an amount when due;
2. **Your** conviction for a crime which results in an increase in the service required under this **Contract**;
3. Discovery of fraud or material misrepresentation by **You** in obtaining this **Contract** or in presenting a claim under this **Contract**;
4. Discovery of an act or omission by **You**; or a violation by **You** of any condition of this **Contract**, which occurred after the effective date of this **Contract** and which substantially and materially increases the service required under this **Contract**; or
5. A material change in the nature or extent of the required service or repair which occurs after the effective date of this **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Contract** was issued or sold.

CANCELLATION OF **YOUR CONTRACT** - Item **d.** - is amended to include the following:

In calculating a cancellation refund, no deduction will be made for any claim that has been paid under this **Contract**. The administrative fee does not apply unless cancellation is requested by **You**. If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

**Note:** This **Contract** is non-renewable.

## NEW HAMPSHIRE

In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301. Phone (603) 271-2261.

## NEW YORK

PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT**, Item **6**, TERRITORY is amended to read: This **Contract** only applies to breakdowns that occur and repairs made within the United States, its territories or possessions, and Canada.

CANCELLATION OF **YOUR CONTRACT** - Item **b.** - is amended to include the following:

If **We** cancel this **Contract** for any reason, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. Cancellation will be effective as of the date stated in the notice of cancellation. Written notice is not required, however, if:

- (1) **You** fail to pay for the **Contract**;
- (2) **We** discover that fraud was committed or there was a material misrepresentation by **You** in obtaining the **Contract**, or in presenting a claim for payment;
- (3) **We** discover a substantial breach by **You** of **Your** duties under the **Contract** relating to the **Vehicle** or its use.

CANCELLATION OF **YOUR CONTRACT** SECTION, Item **d.** - is amended to include the following:

If a refund is not paid by **Us** within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

**SCHEDULE OF COVERAGE – BENEFITS –** The Lost Key/Lockout benefit is not available in New York.

## NORTH CAROLINA

CANCELLATION OF **YOUR CONTRACT** - Item **d.** - is amended as follows:

The administrative fee for cancellation will be the lesser of ten percent (10%) of the pro-rata refund or fifty dollars (\$50.00).

## OHIO

**Notice for Ohio Residents:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

## OKLAHOMA

**DISCLOSURE STATEMENT: This service 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.**

Pursuant to 36 O.S. 6602, Oklahoma does not review commercial service warranty contract language.

CANCELLATION OF **YOUR CONTRACT** - Item **d.** - is deleted and replaced with the following:

**d.** If **You** cancel this **Contract** within the first thirty (30) days, and no claims have been filed, **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** after the first thirty (30) days, or a claim has been filed within the first thirty (30) days, **We** will calculate a pro-rata refund based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** and will retain ten percent (10%) of the unearned pro-rata premium, not to exceed seventy-five dollars (\$75). If **We** cancel the **Contract**, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium.

## 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 60 days or 3,000 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.

**Your Vehicle** 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, **Coverage** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

## SOUTH CAROLINA

Please direct any questions or complaints **You** may have relating to this **Contract** to **Us**. **You** may, at any time during **Your** discussions with **Us**, contact the South Carolina Department of Insurance directly at 1-800-768-3467 for assistance or by mail at P.O. Box 100105, Columbia, SC 29202-3105.

CANCELLATION OF **YOUR CONTRACT** - Item **b.** - is amended to include the following:

Notice of such cancellation will be mailed to **You** at **Your** last known address as set forth in **Our** records at least fifteen (15) days prior to **Our** cancellation of the **Contract**. The notice will state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for is non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use.

CANCELLATION OF **YOUR CONTRACT** - Item **d.** - is amended to include the following:

If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

## TEXAS

Unresolved complaints may be addressed to the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, (800) 803-9202.

CANCELLATION OF **YOUR CONTRACT** - Item **b.** – is amended to include the following:

If **We** cancel this **Contract** for any reason other than non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to the effective date of cancellation.

CANCELLATION OF **YOUR CONTRACT** - Item **d.** - is amended to include the following:

If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

## UTAH

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

Note: The terms for payment of the **Contract** charge is shown on the **Registration Page** attached to this **Contract**.

CANCELLATION OF **YOUR CONTRACT** – Item b. - is deleted and replaced with the following:

We may cancel this **Contract** within the first sixty (60) days for any reason. If this **Contract** has been in effect for more than sixty (60) days, **We** may cancel only for one or more of the following reasons: (1) nonpayment of the **Contract** charge, (2) material misrepresentation, (3) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering into this **Contract**, or (4) substantial breaches of contractual duties, conditions or warranties under this **Contract**. Notice of cancellation for nonpayment of the **Contract** charge will be in writing and given at least ten (10) days prior to cancellation.

Notice of cancellation for any other reason will be in writing and given at least thirty (30) days prior to cancellation. Any cancellation notice will state the reason for cancellation and will be delivered or mailed by first class mail.

CONTRACT HOLDER'S GUIDE TO FILING A CLAIM, Item B – 2. Emergency Repairs - is amended to include the following: Failure to report the emergency repair within five (5) days will not invalidate Your claim if You can show that it was not reasonably possible to report the claim within that time period, and that the claim was reported to the Administrator as soon as reasonably possible.

## WISCONSIN

**THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

The **Administrator**, Minnehoma Automobile Association, Inc. assumes the contractual obligations of the selling dealer.

CANCELLATION OF **YOUR CONTRACT** – is amended by adding the following:

If **You** cancel this **Contract**, claims will not be considered when calculating any refund due.

**CONTRACT HOLDER'S GUIDE TO FILING A CLAIM** – is modified by the following:

Prior to any repair being made, instruct the **Service Manager** at the **Licensed Repair Facility** to contact the **Administrator** to obtain an authorization for the claim. Failure to obtain authorization prior to having repairs made may jeopardize **Coverage** under this **Contract**. In the event of emergency repairs, and **You** are unable to obtain prior authorization, the burden is on **You** to retain replaced parts and prove that authorization could not be obtained and that the repair is covered under this **Contract**. For such emergency repairs, **Your** claim will not be denied solely for lack of prior authorization.

The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must receive prior approval. Once authorization is obtained, and the repair is completed, all repair invoices and documentation must be submitted to the **Administrator** as soon as reasonably possible.

## WYOMING

CANCELLATION OF **YOUR CONTRACT** – Item b. - is amended to include the following:

If **We** cancel this **Contract** for any reason other than nonpayment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least ten (10) days prior to cancellation.

CANCELLATION OF **YOUR CONTRACT** – Item c. is deleted in its entirety.

CANCELLATION OF **YOUR CONTRACT** - Item d. - is amended to include the following:

If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.



## TABLE OF CONTENTS

<b>TOPIC / SECTION</b>	<b>PAGE</b>
Registration Page	Inside Front Cover
Important Information You Need to Know	2
Things To Do Now	2-3
Things You Must Do Throughout The Term of Your Contract	3-4
Definitions	4-5
Provisions of This Vehicle Service Contract	6-7
Transfer of Your Contract	8
Cancellation of Your Contract	9
Contract Holder's Guide to Filing a Claim	10-11
Service Manager's Guide to Filing a Claim	12
Schedule of Coverage	13-17
Exclusions	17-19
Special State Requirements / Disclosures	20-32



ADMINISTRATION / CLAIMS  
P. O. Box 35008  
Tulsa, OK 74153-0008  
**1-800-354-3953**

## IMPORTANT INFORMATION YOU NEED TO KNOW

**CUSTOMER CONTRACT NUMBER** – Please see the box containing **Your Contract** Number on the **Registration Page**. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

**PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR FINANCE A MOTOR VEHICLE. PLEASE NOTE THAT THIS IS A SERVICE CONTRACT, NOT AN INSURANCE POLICY.**

**Our** obligations under this **Contract** are fully insured by a Service Contract Reimbursement Insurance Policy issued by Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. If **You** have not received either payment of a claim or a refund for the cancellation of **Your Contract** within sixty (60) days after proof of loss has been filed and approved by the **Administrator**, or **Your** request for cancellation has been submitted to and accepted by the **Administrator**, **You** may make a direct claim against Old Republic Insurance Company (Tulsa Branch Office) at the address shown or call toll free 1-800-331-3780. **(Please refer to SPECIAL STATE REQUIREMENTS/DISCLOSURES for additional information and/or amendments to certain provisions of this Vehicle Service Contract.)**

## THINGS TO DO NOW

**Verify Registration Page** – The Registration Page must be attached to the front inside cover of this booklet to complete and validate this Contract.

**Check Your Coverage and Term** – A Registration Page has been affixed to the front of this Vehicle Service Contract and contains information regarding Your Contract. Please compare the Coverage Name on the Registration Page with the corresponding Coverage as listed under the Schedule of Coverage. If the Coverage or Term box was not marked, or is inaccurate, contact the seller of this Contract immediately to avoid a possible delay should a claim arise.



## THINGS TO DO NOW CONT'D.

**Check Your Deductible** – Please check the box labeled DEDUCTIBLE on Your Registration Page. A number should be written in the box which identifies the portion of the covered repair You will be required to pay if You have a claim. If this box was left blank, contact the seller of this Contract immediately.

**NOTE:** This Contract is not valid unless You have signed the Registration Page.

**Check Your Surcharges** - Please check the box labeled SURCHARGES on Your Registration Page. If Your Vehicle is One Ton, used for Commercial Use, Diesel, Four Wheel Drive/All Wheel Drive, or Turbo/Supercharger and the appropriate box is not checked, contact the seller of this Contract immediately. Your Contract is invalid unless applicable surcharge(s) is paid and marked on Your Registration Page. If You chose the optional Seals and Gaskets Coverage at the time of sale, the applicable box must be marked on Your Registration Page and the surcharge must be paid.

## THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT

In order for You to receive benefits under the terms of this Contract, You are required to maintain Your Vehicle according to the manufacturer's recommended service schedule, as shown in Your Vehicle's owner's manual. The manufacturer's recommended service schedule for Your Vehicle will be considered the maximum allowable interval between the maintenance services required by this Contract. (If there is no written maintenance schedule for oil changes for Your Vehicle, the maximum allowable interval between oil changes must not exceed 7,500 miles.) All maintenance on Your Vehicle must be performed by a licensed repair facility. You must keep verifiable repair facility receipts and work orders indicating the date, mileage and service performed. Failure to have the required maintenance performed and/or failure to provide verifiable receipts when requested will result in denial of coverage.

## THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT CONT'D.

It is Your responsibility to have any non-covered repairs or maintenance performed at the time it is recommended. You will be required under this Contract to authorize the repair facility to perform any diagnosis or teardown necessary to determine the cause of failure and cost to repair. You will be responsible for all incurred expenses if the failure or Breakdown is not covered by this Contract.

Should any payment be made by virtue of this Contract for any repair or replacement for which the manufacturer or distributor now or subsequently provides remuneration or recovery, then the Contract holder assigns to the Administrator all rights to such remuneration or recovery not to exceed the amount of the benefit(s) provided under this Contract.

## 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 **Registration Page** or the person to whom this **Contract** was properly transferred.

**We, Us, Our** - Means the **Obligor** and **Administrator** of this **Contract** as stated below and on the **Registration Page** attached to this **Contract**.

**Administrator and Obligor** – Means the following: **In most States:** Old Republic Insured Automotive Services, Inc.

**In GA, NY, WY:** ORIAS Warranty Services; **In TX:** ORIAS Warranty Services, Inc.; **In AZ, LA, OK, NM, WI:** Minnehoma Automobile Association, Inc. **The address and phone for all administrative companies:** **P. O. Box 35008, Tulsa, OK 74153-0008. 1-800-354-3953.**

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

## DEFINITIONS CONT'D.

**Registration Page** - 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.

**Schedule Of Coverage** - Lists the **Coverage** provided to **You** for **Your Vehicle** under this **Contract**.

**Coverage** - Means the protection **You** have selected, as listed in the **Schedule Of Coverage** Section.

**Your Vehicle** - Means the vehicle which is described on the **Registration Page**.

**Deductible** - Means the amount **You** are required to pay, as shown on the **Registration Page**, 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** - Means 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.

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

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

**Commercial Use** – Means vehicles used for Farming or Ranching, Route Work, Job-Site Activities, Service or Repair Work, Delivery of Goods and Snow Removal (vehicle must be equipped with factory installed or factory authorized snowplow package). Usage must not exceed manufacturer's ratings and/or limitations.



## PROVISIONS OF THIS VEHICLE SERVICE CONTRACT

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 on the **Contract Purchase Date** (see Validation/Waiting Period in Item #2) and will expire according to the time and/or mileage of the term/miles selected, whichever occurs first, as shown on the **Registration Page**.

- a) New Vehicle Plan expiration is measured in time/mileage from the **Contract** Purchase Date and zero (0) miles.
- b) Used Vehicle Plan expiration is measured in time/mileage from the **Contract** Purchase Date and Odometer Mileage (at **Contract** Purchase Date).

### 2. VALIDATION / WAITING PERIOD

There is a thirty (30) day and 1,000 miles validation or “waiting” period from the date of purchase of the Contract. Expiration of the Contract will be according to the time and mileage limits of the plan selected, whichever occurs first, with the “waiting” period of thirty (30) days and 1,000 miles added to the scheduled expiration. The validation or “waiting” period will not reduce the actual time and/or mileage during the term of the Contract. Coverage will commence the day following the validation or “waiting” period.

### 3. COVERAGE

The **Coverage** afforded **You** for **Your Vehicle** is fully described in this **Contract**. Please see **Section: “Schedule of Coverage”**

### 4. COVERED PARTS AND LABOR

We will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of a part listed in the **Schedule of Coverage**. REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, OR OF LIKE KIND AND QUALITY. Labor cost for authorized repairs will be determined by a current nationally published flat rate manual approved by the **Administrator**.

## PROVISIONS OF THIS VEHICLE SERVICE CONTRACT CONT'D.

### 5. DEDUCTIBLE

In the event of a **Breakdown** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to Emergency Roadside Assistance as provided by this **Contract**. If **You** have a **Deductible**, as shown on the **Registration Page**, the **Deductible** amount will be applied on a per repair visit basis. Should a covered **Breakdown** take more than one visit to repair, only one **Deductible** will apply for that **Breakdown**.

### 6. TERRITORY

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

### 7. LIMITS OF LIABILITY

- a. **Per Repair Visit** - **Our** liability for any one (1) repair visit shall in no event exceed the current market value of **Your Vehicle** at the time of said repair visit, as listed in the NADA Used Car Guide.
- 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** (excluding tax, title and license fees).

### 8. 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.



## TRANSFER OF YOUR CONTRACT

**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.

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

1. A completed transfer form; with
2. Name and address of new owner, date of sale to new owner, current mileage; and
3. \$75 transfer fee made payable to the **Administrator**.

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**.

**Administrator: • P.O. Box 35008 • Tulsa, OK 74153-0008**

**Phone • (800) 354-3953 Fax • (918) 250-4882**



## CANCELLATION OF YOUR CONTRACT

You should check the SPECIAL STATE REQUIREMENTS / DISCLOSURES Section for different rights regarding cancellation.

- a. You may cancel this **Contract** by returning to the seller of this **Contract**. A written request for cancellation that includes your signature along with an odometer statement indicating the odometer reading on the date the request will be required. In the event you are unable to return to the seller of this **Contract**, You may send a signed letter requesting cancellation to the **Administrator** along with a notarized statement indicating the mileage (odometer reading) of **Your Vehicle** at the time the cancellation is to be effective.
- 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 and the applicable surcharge has not been marked on the **Registration Page** and payment has not been received for this surcharge.
- c. If **Your Vehicle** and this **Contract** have been financed, the lienholder shown on the **Registration Page** may cancel this **Contract** for non-payment or if **Your Vehicle** is declared a total loss or is repossessed.
- d. If this **Contract** is cancelled within the first thirty (30) days from the date shown on the **Registration Page**, and no claims have been filed, **We** will refund the entire **Contract** charge paid. If a claim has been made against **Your Contract**, or if the **Contract** has been in effect more than thirty (30) days, **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 the claims paid. All cancellations are subject to a seventy five dollar (\$75) administrative fee (**unless otherwise stated in the SPECIAL STATE REQUIREMENTS/ DISCLOSURES section**). **You** will receive your cancellation refund from the seller.

**Note:** In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. The lienholder will be named as the sole payee on a cancellation refund if **Your Vehicle** has been repossessed.



## **CONTRACT HOLDER'S GUIDE TO FILING A CLAIM**

- A. IF YOUR VEHICLE INCURS A BREAKDOWN, YOU MUST TAKE THE FOLLOWING STEPS TO FILE A CLAIM:**
- 1. You must use all reasonable means to protect Your Vehicle from further damage. Example: activated warning lights indicate that You should stop operating Your Vehicle immediately.**
  - 2. You must authorize a licensed repair facility to perform any diagnosis or teardown necessary to determine the cause of failure and repair cost. You are responsible for all incurred expenses if it is determined that the failure or repair is not covered by this Contract.**
  - 3. You must ensure that the repair facility contacts the Administrator at (800) 354-3953 when the cause of failure and repair cost are determined. The Administrator reserves the right to inspect Your Vehicle before repairs are performed.**
  - 4. Depending on the particular failure, maintenance records may be requested from You before the Administrator will authorize the claim.**
  - 5. DO NOT AUTHORIZE REPAIRS UNTIL THE ADMINISTRATOR VERIFIES THAT THE BREAKDOWN IS COVERED BY THIS CONTRACT AND ISSUES AN APPROVAL NUMBER TO THE REPAIR FACILITY OR YOUR CLAIM WILL BE DENIED. (EXCEPTION - SEE EMERGENCY REPAIRS.)**
  - 6. It is Your responsibility to pay any expenses that are not covered by this Contract, including the Deductible.**

## CONTRACT HOLDER'S GUIDE TO FILING A CLAIM CONT'D.

- B. EMERGENCY REPAIRS:** If You have a Breakdown that renders Your Vehicle inoperable or unsafe to operate outside Our normal business hours (8 am to 7 pm Central Time, Monday - Friday, and 8 am to 4 pm Central Time, on Saturday) and when a minor repair, not to exceed a cost of \$500, can be performed that will return Your Vehicle to operation, You may, at Your own discretion, authorize the necessary emergency repairs, subject to the following conditions:
1. Emergency repairs can only be performed on Your Vehicle when You cannot obtain approval from the Administrator because the Breakdown occurred outside Our normal business hours.
  2. You must report the claim directly to the Administrator within five (5) days from the date the Breakdown occurred by calling the toll-free claims number (800) 354-3953. Mail-in claims for emergency repairs will not be accepted. Note: If the Administrator re-opens before repairs to Your Vehicle are completed, You must immediately contact the Administrator for instructions before continuing with the repairs.
  3. Repairs must be performed by a licensed repair facility, and not exceed a cost of \$500.
  4. You must provide the Administrator with a paid receipt.
  5. You must save all parts that were replaced and provide them to the Administrator, if requested.

**Failure to comply with the above procedures will result in a denial of Coverage.**

**Customer Service/Claims  
P.O. Box 35008, Tulsa, OK 74153-0008  
Phone: (800) 354-3953**



## SERVICE MANAGER'S GUIDE TO FILING A CLAIM

- 1) Obtain approval from the **Contract** holder to diagnose and perform the necessary teardown to determine the cause and extent of the failure. Save all components including fluids and filters, in the event the **Administrator** requires an inspection. Inform the **Contract** holder that the diagnostic and teardown cost will not be paid if the failure is not covered by the **Contract**.  
**NOTE: Any major component failure that has a verifiable complaint, i.e., slipping transmission, knocking engine, etc, should be reported to the Administrator prior to any teardown.**
- 2) Call the **Administrator** at **(800-354-3953)** to report the claim. Please have the following information available for the claims adjuster:
  - a) Customer information and **Contract** number
  - b) Vehicle VIN and current mileage on the **Vehicle**
  - c) Repair order number
  - d) Cause of failure and recommended correction/repairs
  - e) Complete estimate of repairs, including part numbers, labor operations and taxes.
- 3) The **Administrator** will advise repair facility if additional evaluation, information or documentation is required. If not, the **Administrator** will either 1) issue an approval number for the covered amount of the claim and provide reimbursement instructions for credit card payment or 2) deny the claim.

In order to receive reimbursement for repairs, all repair orders and documentation must be submitted to the **Administrator** within sixty (60) days at:

**Administrator: • P.O. Box 35008 • Tulsa, OK 74153-0008**

**Phone • (800) 354-3953 Fax • (918) 250-4882**



## SCHEDULE OF COVERAGE

### BASIC 'POWERTRAIN' COVERAGE 1-5

- 1. Engine:** Cylinder Block, Cylinder Head(s), Rotary Housing and all internal lubricated parts contained within the engine including: Pistons; Piston Rings; Connecting Rod Bearings; Crankshaft; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Chain or Belt; Timing Gears, Guides, Tensioners; Rocker Arms; Rocker Shafts; Rocker Bushings; Cylinder Head Valves; Valve Guides; Valve Lifters; Valve Springs; Valve Seals; Valve Retainers; Valve Seats; Push Rods; Water Pump; Fuel Pump; Oil Pump and Oil Pump Housing; Harmonic Balancer; Timing Chain Cover; Intake Manifolds; Valve Covers; Cam Gear Bolt; Harmonic Balancer Bolt; and Head Bolts.
- 2. Turbocharger/Supercharger:** (factory installed only) Turbocharger/Supercharger Housing and All Internal Parts.
- 3. Transmission:** (Automatic or Standard) Transmission Case and all Internal Parts plus: Torque Converter, Flywheel/Flex Plate, Vacuum Modulator; Electronic Shift Control Unit; and Slave/Clutch Master Cylinder.
- 4. Transfer Case:** Transfer Case and All Internal Parts.
- 5. Drive Axle:** (Front and Rear) Drive Axle Case; All Internal Parts contained within the Drive Axle; Locking Hubs; Drive Shafts; Center Support Bearings; Universal Joints; Constant Velocity Joints; Axle Bearings; Four-Wheel Drive Actuator; and Differential Cover.

### CLASSIC COVERAGE 1-9

- 6. Steering:** All Internal Parts contained within the Steering Box; Rack and Pinion Gear; Power Steering Pump; Upper and Lower Steering Column Shafts and Couplings, **Rear Wheel Steering:** Power Cylinder and Pump; and Stepper Motor.
- 7. Brakes:** Master Cylinder; Power Brake Cylinder; Vacuum/Hydro Assist Booster; and Wheel Cylinders.
- 8. Electrical:** Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive; Wiper Motor; and O-2 Sensors.
- 9. Air Conditioner:** Condenser; Compressor, Compressor Clutch and Pulley; Evaporator; and Expansion Valve.



## SUPERIOR COVERAGE 1-15

**10. ABS Brakes:** The following ABS Parts are covered: Electronic Control Processor; Wheel Speed Sensors; Hydraulic Pump/Motor Assembly; Pressure Modulator Valve/Isolation Dump Valve; and Accumulator.

**11. Front and Rear Suspension:** Upper and Lower Control Arms; Control Arm Shafts and Bearings or Bushings; Upper and Lower Ball Joints; and Wheel Bearings.

**12. Enhanced Electrical:** Automatic Climate Control Programmer; Ignition Coil; Cruise Control Module, Transducer, Servo and Amplifier; Powertrain Control Module; Power Window Motor and Regulator; Power Seat Motor; Convertible Top Motor; Power Sunroof Motor; Power Window Switch; Cruise Control Engagement Switch; Stop Lamp Switch; and Headlamp Switch.

**13. Fuel Delivery:** Fuel Injection Pump and Injectors; Vacuum Pump; Fuel Pressure Regulator; and Fuel Tank Switching Unit/Switch.

**14. Cooling:** Engine Cooling Fan and Motor; Fan Clutch; Belt Tensioner; Heater Core; Thermostat; Blower Motor; Hot Water Valve; and Engine Oil Cooler.

**15. Enhanced Air Conditioner:** Idler Pulley and Idler Pulley Bearing; High/Low Compressor Cut-off Switch; Expansion Valve; Pressure Cycling Switch. The following parts are also covered if they are required in connection with the repair of a covered part listed above: Accumulator/Receiver Dryer; Orifice Tube; Oil and Refrigerant.

## EXTREME COVERAGE

If You purchased **Extreme Coverage** as stated on the **Registration Page**, this **Contract** covers all factory installed mechanical and electrical parts and assemblies of **Your Vehicle** for **Breakdown**, less any applicable **Deductible**, EXCEPT for the parts and services listed under "**Exclusions**."

## EXTREME WRAP COVERAGE

If **You** purchased **Extreme Wrap Coverage** as stated on the **Registration Page**, this **Contract** covers all **NON-POWERTRAIN** factory installed mechanical and electrical parts and assemblies of **Your Vehicle** for **Breakdown**, less any applicable **Deductible**, EXCEPT for the parts and services listed under “**Exclusions**.”

## EXTREME DIESEL / TURBO WRAP COVERAGE

If **You** purchased **Extreme Diesel/Turbo Wrap Coverage** as stated on the **Registration Page**, this **Contract** covers all factory installed mechanical and electrical parts and assemblies of **Your Vehicle** for **Breakdown**, less any applicable **Deductible**, EXCEPT for Engine, Turbocharger/Supercharger, and all parts and services listed under “**Exclusions**.”

## BENEFITS

**TOWING/ROAD SERVICE:** In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted towing or road service expenses up to fifty dollars (\$50) per occurrence. Any payment shall be for actual towing or road service charges in excess of any applicable reimbursement from the manufacturer or any other towing or road service coverage. No **Deductible** will apply to this benefit.

**RENTAL:** In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement vehicle (from a licensed rental agency) or for alternate public transportation while **Your Vehicle** is at a licensed repair facility. **Coverage** will be provided to **You** on the following basis, up to a maximum of thirty dollars (\$30) for every eight (8) labor hours, or portion thereof, of applicable labor time required to complete the repair, up to a maximum of one hundred and fifty dollars (\$150) for each repair visit. This **Coverage** does not apply to the time waiting for parts, services, weekends or other delays beyond the control of the repair facility or the **Administrator**. However, an additional three (3) days

## BENEFITS CONT'D.

of rental coverage applies in the event of a parts delay when an internal repair or replacement is performed on a major component (engine, transmission, drive axle). No **Deductible** will apply to this benefit.

**TRIP INTERRUPTION:** In the event a **Breakdown** covered by this **Contract** occurs more than one hundred (100) miles from **Your** home and results in a repair facility keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted hotel and restaurant expenses, up to seventy-five dollars (\$75) per day for a maximum of three (3) days (total benefit per occurrence of \$225). No **Deductible** will apply to this benefit.

**LOST KEY/LOCK OUT:** In the event the keys for **Your Vehicle** are lost, broken or accidentally locked in **Your Vehicle**, **We** will reimburse **You** for receipted expenses, up to a maximum of thirty-five dollars (\$35) for locksmith services. No **Deductible** will apply to this benefit. (Not available in all states – see SPECIAL STATE REQUIREMENTS.)

## SURCHARGED OPTIONAL COVERAGE

**COMMERCIAL USE:** If the **Contract Registration Page** shows that **You** purchased the **Commercial Use** option, see **Commercial Use** Definition for specific usage. Limited to vehicles rated at one ton and below (See **Definitions**).

**SEALS AND GASKETS COVERAGE:** If the **Contract Registration Page** shows that **You** purchased the **Seals and Gaskets** option, **You** are covered for the following: **Seals and Gaskets** of covered components designed to prevent the loss of necessary coolants, lubricants and fluids. Included on all Extreme Coverage.

**ENHANCED ELECTRICAL COVERAGE:** If the **Contract Registration Page** shows that **You** purchased the Enhanced Electrical option, **You** are covered for the following: Enhanced Electrical components listed in **#12** of the **Schedule of Coverage**. Included on all Superior and Extreme **Coverage**.

## SURCHARGED OPTIONAL COVERAGE CONT'D.

**HIGH TECH ELECTRONICS COVERAGE:** If the **Contract Registration Page** shows that **You** purchased the High Tech Electronics Coverage option, You are covered for the following: Factory installed Global Positioning System (GPS)/Navigation equipment hardware and/or software that prevents the component(s) from performing its intended function (does not include programming or updates), rear audio and video game consoles, CD/DVD players and video cassette players, satellite radio equipment, flip-down TV/monitors, and rear audio speakers. **Note: High Tech Coverage is limited to base units only and does not provide Coverage for remote controls, wiring, cassettes and or game cartridges.**

## EXCLUSIONS

**This Service Contract does not cover the following parts, services, conditions or events:**

- A. Any item covered by Your Vehicle manufacturer's original factory warranty, and any component or equipment not installed by the manufacturer.**
- B. Any loss to the vehicle frame and chassis, exhaust system including the catalytic converter, transmission cooler lines and hoses, manual clutch release bearing, clutch pilot bushing or bearing, clutch disc and pressure plate, shock absorbers, wheels, wheel studs, trailer hitches, convertible top, straps, hardware or linkage, window and door handles, cellular phones and video entertainment equipment. All fasteners, including, but not limited to: bolts, studs, nuts, pins, clips and retainers (except when required in conjunction with a covered repair), safety restraint systems (including air bags), electronic transmitting/receiving devices, global positioning systems, voice recognition systems.**
- C. Normal maintenance items or parts normally designed to be serviced or replaced periodically during the life of Your Vehicle, such as, but not limited to: oil, coolant, fluids, lubricants, refrigerants, filters, (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, sealed beams, lenses, fuses and circuit breakers, wiper blades and arms, battery and battery cables, drive belts, coolant and vacuum hoses, brake rotors, brake drums, brake pads and linings.**



## EXCLUSIONS CONT'D.

- D. Adjustments and cleaning, alignments and wheel balancing, freight charges, environmental disposal fees, storage charges, and shop supplies.
- E. Any repair or replacement of a covered part that has not been authorized by the Administrator prior to the repair being performed except as outlined under the "Emergency Repairs" section of "Contract Holder's Guide to Filing a Claim."
- F. Any loss caused by the failure of any other part of Your Vehicle that is not included for Coverage in this Contract, regardless if the resulting damage is to a covered part.
- G. Liability for damage to property or injury to or death of any person arising from the operation, maintenance or use of Your Vehicle, whether or not related to the parts covered by the Contract.
- H. Any loss caused by collision or upset, breakage of glass, missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, road hazard, malicious mischief or vandalism, riot or civil commotion, lightning, contamination, rust, corrosion, freezing, smoke, acts of God or any cause whatsoever except as provided in the Contract.
- I. Any loss that should be covered by a manufacturer's warranty, repairer's guarantee, or any recall issued by a manufacturer which addresses the Contract holder's complaint. Components or parts covered by any other warranty are not covered by this Contract until expiration of the manufacturer, supplier, or other warranty. Any loss from an improper previous repair is not covered. The Contract does not guarantee the performance of any repair facility or technician.
- J. Any loss if the odometer has been broken, disconnected or altered, or in any way does not represent Your Vehicle's true and correct mileage. Note: It is a federal offense to alter Your Vehicle's odometer.
- K. Repair or replacement and/or any loss caused by, or related to, any mechanical or vehicle alteration and/or modification not recommended by the manufacturer of Your Vehicle. This would include, but is not limited to, the installation of any high performance equipment, lift/lowering kits, incorrect tires/wheels or removal of any emission devices.
- L. Incidental or Consequential Damage such as loss of use of Your Vehicle, inconvenience or commercial loss. Any loss resulting from the failure to have the recommended maintenance services performed for Your Vehicle.



**EXCLUSIONS CONT'D.**

- M. Any loss due to contaminated fuel, lubricants, coolant, or damage caused by a build up of carbon or sludge, restricted oil passages or contamination. Any loss caused by the lack of necessary and proper amounts or types of filters, lubricants or coolant is not covered, including, but not limited to, damage resulting from loss of lubricants or coolant due to the failure of a covered part.**
- N. Any loss to Your Vehicle if used for competitive driving, racing, off-road use, hire to the public, rental, pool cars, or if Your Vehicle is equipped for or used as an emergency vehicle. Vehicles used commercially for any purpose other than those defined under Commercial Use are not covered, e.g., wrecker services, cable installation, farming or ranching, hauling, mining or forestry.**
- O. Any loss to Your Vehicle if used for towing a trailer or another vehicle or object unless properly equipped beforehand for this purpose as recommended by the manufacturer.**
- P. Any loss due to neglect, abuse or misuse of Your Vehicle, or failure to protect Your Vehicle from further damage.**
- Q. Any loss to a Gray Market or to any vehicle that has ever been declared a salvaged, reconstructed or similar type titled vehicle.**
- R. Repair or replacement of any part will not be covered unless an actual Breakdown has occurred. A reduction in performance of any part, including engine valves and rings, is not covered if the part is operating within the original manufacturer's specifications for Your Vehicle.**
- S. No benefit is provided for a condition which existed prior to the Contract effective date or which existed prior to the expiration of the manufacturer's warranty, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.**
- T. Any repair or replacement of a covered part which has not failed but which a repair facility recommends or requires be repaired or replaced. Any cost to modify, convert or retrofit original equipment, or any parts that have been updated by the manufacturer for the sole purpose of betterment is not covered.**
- U. For diagnostic and/or teardown procedures that are not listed, or are in excess of the times listed, by a current nationally published flat rate manual approved by the Administrator.**

## SPECIAL STATE REQUIREMENTS / DISCLOSURES

### ALABAMA

CANCELLATION OF **YOUR CONTRACT** – Item **b.** - is amended to add the following:

Notice of such cancellation will be delivered to **You** at **Your** last known address at least five (5) days prior to cancellation. The cancellation notice will state the effective date and the reason for cancellation. If cancellation is due to nonpayment of the **Contract** price or material misrepresentation by **You** to **Us** relating to **Your Vehicle** or its use, such notice is not be required.

CANCELLATION OF **YOUR CONTRACT** - Item **d.** - is amended to include the following:

The administrative fee in Alabama will not exceed \$25.00. If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. No administrative fee will be charged if **We** cancel the **Contract**.

### ARIZONA

**NOTE: The Administrator and Obligor of this Service Contract is MINNEHOMA AUTOMOBILE ASSOCIATION, INC.**

If a covered claim is not paid within thirty (30) days after proof of loss has been filed, **You** may file a claim directly with the insurer, Old Republic Insurance Company – Tulsa Branch Office (800-331-3780)

Any of the **Contract** conditions or provisions that are in conflict with Arizona Statutes or the Arizona Administrative Code are herein amended to conform to the Statutes and Code.

### ARKANSAS

CANCELLATION OF **YOUR CONTRACT** – Item **b.** - is amended to include the following additional reasons for cancellation: Fraud or material misrepresentation made by or with **Your** knowledge in obtaining the **Contract** or the occurrence of a material change in the risk which substantially increases any hazard insured against after **Contract** issuance.

CANCELLATION OF **YOUR CONTRACT** - Item **d.** - is amended to include the following:

The administrative fee in Arkansas will not exceed \$50.00.

## The Selection 2



### COLORADO

IMPORTANT INFORMATION YOU NEED TO KNOW – is amended to include the following:

Old Republic Insurance Company's Service Contract Reimbursement Insurance Policy Number is CO 112-00003.

### CONNECTICUT

Connecticut Statutes 42-221, 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.

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, coverage and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT** - Item 1. - **CONTRACT PERIOD** – is amended to include:

If the covered vehicle is in a repair facility at the time the contract expires, the **Contract** expiration date will automatically be extended until the repair has been completed.

**NOTE:** Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P. O. Box 816, Hartford, CT 06142-0816. Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the vehicle and cost of repair, and include a copy of the **Contract**.

## The Selection 2



### GEORGIA

CANCELLATION OF **YOUR CONTRACT** - Item **b.** is amended with the following:

**b.** The **Administrator** may not cancel this **Contract** except for fraud, material misrepresentation, or nonpayment by **You**. Notice of such cancellation will be in writing and given at least ten (10) days prior to cancellation of non-payment of premium, thirty (30) days prior to cancellation for any other reason. Cancellation will comply with Section 33-24-44 of the Georgia Code.

CANCELLATION OF **YOUR CONTRACT** – Item **d.** is deleted and replaced as follows:

**d.** If **You** cancel this **Contract** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** after the first thirty (30) days or a claim has been filed, **We** will calculate a pro-rata refund based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term and will retain ten percent (10%) of the unearned pro-rata premium, not to exceed fifty dollars (\$50). If **We** cancel the **Contract**, **We** will refund 100% of the unearned pro-rata premium. No administrative fee will apply in Georgia.

EXCLUSIONS - Item **J.** is deleted and replaced as follows:

Any loss if Your Vehicle's odometer is broken, has been altered and/or ceased to operate subsequent to purchase of the Service **Contract** so **Your Vehicle's** actual mileage cannot be determined.

EXCLUSIONS - Item **K.** is deleted and replaced as follows:

Repair or replacement and/or any loss caused by, or related to, any mechanical or vehicle alteration and/or modification made by **You** or with **Your** knowledge not recommended by the manufacturer of **Your Vehicle**. This would include, but is not limited to, the installation of any high performance equipment, lift/lowering kits, incorrect tires/wheels or removal of any emission devices.

EXCLUSIONS - Item **M.** is amended to delete any reference to sludge.

EXCLUSIONS - Item **N.** is amended as follows:

The exclusion for "pool cars" does not apply to "share-the-expense" car pools.

EXCLUSIONS - Item **S.** is deleted and replaced as follows:

No benefit is provided for a condition which existed prior to the **Contract** effective date or which existed prior to the expiration of the manufacturer's warranty and was known to **You** or should have been reasonably known to **You**.

## The Selection 2



### ILLINOIS

CANCELLATION OF **YOUR CONTRACT** – Item **d.** - is amended as follows:

The administrative fee will be the lesser of ten percent (10%) of the **Contract** price or fifty dollars (\$50.00).

EXCLUSIONS - Item **R.** is amended to read:

**R.** 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**. **Coverage** will be afforded for wear and tear that exceeds the manufacturer's tolerances and specifications.

PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT** – Item **7.** LIMITS OF LIABILITY - Item **b.** Aggregate is amended to read as follows:

**b.** Aggregate - The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed the Actual Cash Value for **Your Vehicle** (excluding tax, title and license fees).

### 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

PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT** – Item **3** - COVERED PARTS AND LABOR is amended to include the following: Used parts will not be used to replace covered parts without prior authorization from **You**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Iowa Insurance Division.

CANCELLATION OF **YOUR CONTRACT** - Item **d.** – is amended to include the following:

If a refund is not paid by **Us** within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

**NOTE:** If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the **Registration Page** for the **Administrator's** address and toll free telephone number. Iowa residents may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319.

## The Selection 2



### KANSAS

**SCHEDULE OF COVERAGE - BENEFITS** – is amended as follows:

The Lost Key/Lockout benefit is not available in Kansas.

**CANCELLATION OF YOUR CONTRACT** – Item **b.** - is amended to include the following:

No **Contract** that has been in effect for ninety (90) days or more may be cancelled except for one of the following reasons:

1. Nonpayment of **Contract** purchase price;
2. The **Contract** was issued because of a material misrepresentation;
3. The **Contract** holder violated any of the material terms and conditions of the **Contract**.

### LOUISIANA

**CANCELLATION OF YOUR CONTRACT** - Item **d.** - is amended as follows:

In calculating a cancellation refund, no deduction will be made for any claim that has been paid under this **Contract**. All cancellations are subject to a fifty dollar (\$50) administrative fee.

**Your** signature on the **Registration Page** attached to and forming a part of this **Contract** means that **You** have been informed of and agree to the method of refund and administrative fee charged should **You** request cancellation.

### MASSACHUSETTS

**NOTICE:** 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 Selection 2



### MASSACHUSETTS CONT'D

**Your Vehicle** 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, Coverage and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

TRANSFER OF YOUR **CONTRACT** – Item 3. - is amended to remove the transfer fee.

CANCELLATION OF **YOUR CONTRACT** – Item d. - is amended to remove the administrative fee.

EXCLUSIONS - Item F. is deleted and replaced as follows:

Damage to a non-covered part by a covered part's failure is not covered. Consequential damage to a non-covered part by a covered part is not covered.

EXCLUSIONS – Item M. (last sentence) is deleted and replaced as follows:

Any loss caused by the lack of necessary and proper amounts or types of filters, lubricants or coolants is not covered, unless caused by failure of a covered part.

### MISSOURI

CANCELLATION OF **YOUR CONTRACT** – Item a. - is amended to include the following:

We will acknowledge your request for cancellation in writing within fifteen (15) days of receipt.

CANCELLATION OF **YOUR CONTRACT** – Item d. - is amended to include the following:

If a refund is not paid by **Us** within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

### MONTANA

CANCELLATION OF **YOUR CONTRACT** – Item b. - is amended to add the following:

Notice of such cancellation will be delivered to **You** at **Your** last known address at least five (5) days prior to cancellation. The notice of cancellation will state the effective date of the cancellation and the reason for cancellation. If cancellation is due to nonpayment of the **Contract** price, a material misrepresentation by **You** to **Us** relating to **Your Vehicle** or its use, such notice will not be required.

## The Selection 2



### NEBRASKA

CANCELLATION OF **YOUR CONTRACT** – Item **b.**- is amended to include the following:

**We** will not cancel this **Contract** for misrepresentations unless the misrepresentation is material, made knowingly with intent to deceive, relied and acted upon by **Us**, and actually deceived **Us**.

### NEVADA

CANCELLATION OF **YOUR CONTRACT** - Item **b.** - is amended to include the following:

If **We** cancel this **Contract** for any reason, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files. The cancellation will become effective fifteen (15) days after the notice of cancellation is mailed to **You**. After this **Contract** has been in effect for seventy (70) days, **We** will not cancel this **Contract** except for the following reasons:

1. Failure by **You** to pay an amount when due;
2. **Your** conviction for a crime which results in an increase in the service required under this **Contract**;
3. Discovery of fraud or material misrepresentation by **You** in obtaining this **Contract** or in presenting a claim under this **Contract**;
4. Discovery of an act or omission by **You**; or a violation by **You** of any condition of this **Contract**, which occurred after the effective date of this **Contract** and which substantially and materially increases the service required under this **Contract**; or
5. A material change in the nature or extent of the required service or repair which occurs after the effective date of this **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Contract** was issued or sold.

CANCELLATION OF **YOUR CONTRACT** - Item **d.** - is amended to include the following:

In calculating a cancellation refund, no deduction will be made for any claim that has been paid under this **Contract**. The administrative fee does not apply unless cancellation is requested by **You**. If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

**Note:** This **Contract** is non-renewable.

## The Selection 2



### NEW HAMPSHIRE

In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301. Phone (603) 271-2261.

### NEW YORK

PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT**, Item **6**, TERRITORY is amended to read:

This **Contract** only applies to breakdowns that occur and repairs made within the United States, its territories or possessions, and Canada.

CANCELLATION OF **YOUR CONTRACT** - Item **b**. - is amended to include the following:

If **We** cancel this **Contract** for any reason, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. Cancellation will be effective as of the date stated in the notice of cancellation. Written notice is not required, however, if:

- (1) **You** fail to pay for the **Contract**;
- (2) **We** discover that fraud was committed or there was a material misrepresentation by **You** in obtaining the **Contract**, or in presenting a claim for payment;
- (3) **We** discover a substantial breach by **You** of **Your** duties under the **Contract** relating to the **Vehicle** or its use.

CANCELLATION OF **YOUR CONTRACT** SECTION, Item **d**. - is amended to include the following:

If a refund is not paid by **Us** within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

**SCHEDULE OF COVERAGE – BENEFITS –** The Lost Key/Lockout benefit is not available in New York.

## The Selection 2



### NORTH CAROLINA

CANCELLATION OF **YOUR CONTRACT** - Item **d.** - is amended as follows:

The administrative fee for cancellation will be the lesser of ten percent (10%) of the pro-rata refund or fifty dollars (\$50.00).

### OHIO

**Notice for Ohio Residents:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

### OKLAHOMA

**DISCLOSURE STATEMENT: This service 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.**

Pursuant to 36 O.S. 6602, Oklahoma does not review commercial service warranty contract language.

CANCELLATION OF **YOUR CONTRACT** - Item **d.** - is deleted and replaced with the following:

- d.** If **You** cancel this **Contract** within the first thirty (30) days, and no claims have been filed, **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** after the first thirty (30) days, or a claim has been filed within the first thirty (30) days, **We** will calculate a pro-rata refund based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** and will retain ten percent (10%) of the unearned pro-rata premium, not to exceed seventy-five dollars (\$75). If **We** cancel the **Contract**, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium.

## The Selection 2



### 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 60 days or 3,000 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.

**Your Vehicle** 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, **Coverage** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

### SOUTH CAROLINA

Please direct any questions or complaints **You** may have relating to this **Contract** to **Us**. **You** may, at any time during **Your** discussions with **Us**, contact the South Carolina Department of Insurance directly at 1-800-768-3467 for assistance or by mail at P.O. Box 100105, Columbia, SC 29202-3105.

CANCELLATION OF **YOUR CONTRACT** - Item **b**. - is amended to include the following:

Notice of such cancellation will be mailed to **You** at **Your** last known address as set forth in **Our** records at least fifteen (15) days prior to **Our** cancellation of the **Contract**. The notice will state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for is non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use.

CANCELLATION OF **YOUR CONTRACT** - Item **d**. - is amended to include the following:

If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

## The Selection 2



### TEXAS

Unresolved complaints may be addressed to the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, (800) 803-9202.

CANCELLATION OF **YOUR CONTRACT** - Item **b.** – is amended to include the following:

If **We** cancel this **Contract** for any reason other than non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to the effective date of cancellation.

CANCELLATION OF **YOUR CONTRACT** - Item **d.** - is amended to include the following:

If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

### UTAH

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

Note: The terms for payment of the **Contract** charge is shown on the **Registration Page** attached to this **Contract**.

CANCELLATION OF **YOUR CONTRACT** – Item **b.** - is deleted and replaced with the following:

We may cancel this **Contract** within the first sixty (60) days for any reason. If this **Contract** has been in effect for more than sixty (60) days, **We** may cancel only for one or more of the following reasons: (1) nonpayment of the **Contract** charge, (2) material misrepresentation, (3) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering into this **Contract**, or (4) substantial breaches of contractual duties, conditions or warranties under this **Contract**. Notice of cancellation for nonpayment of the **Contract** charge will be in writing and given at least ten (10) days prior to cancellation.

Notice of cancellation for any other reason will be in writing and given at least thirty (30) days prior to cancellation. Any cancellation notice will state the reason for cancellation and will be delivered or mailed by first class mail.

## The Selection 2



### UTAH CONT'D

CONTRACT HOLDER'S GUIDE TO FILING A CLAIM, Item B – 2. Emergency Repairs - is amended to include the following: Failure to report the emergency repair within five (5) days will not invalidate Your claim if You can show that it was not reasonably possible to report the claim within that time period, and that the claim was reported to the Administrator as soon as reasonably possible.

### WISCONSIN

**THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

The **Administrator**, **Minnehoma Automobile Association, Inc.** assumes the contractual obligations of the selling dealer.

CANCELLATION OF **YOUR CONTRACT** – is amended by adding the following:

If **You** cancel this **Contract**, claims will not be considered when calculating any refund due.

**CONTRACT HOLDER'S GUIDE TO FILING A CLAIM** – is modified by the following:

Prior to any repair being made, instruct the **Service Manager** at the **Licensed Repair Facility** to contact the **Administrator** to obtain an authorization for the claim. Failure to obtain authorization prior to having repairs made may jeopardize **Coverage** under this **Contract**. In the event of emergency repairs, and **You** are unable to obtain prior authorization, the burden is on **You** to retain replaced parts and prove that authorization could not be obtained and that the repair is covered under this **Contract**. For such emergency repairs, **Your** claim will not be denied solely for lack of prior authorization.

The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must receive prior approval. Once authorization is obtained, and the repair is completed, all repair invoices and documentation must be submitted to the **Administrator** as soon as reasonably possible.

## The Selection 2



### WYOMING

CANCELLATION OF **YOUR CONTRACT** – Item **b.** - is amended to include the following:

If **We** cancel this **Contract** for any reason other than nonpayment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least ten (10) days prior to cancellation.

CANCELLATION OF **YOUR CONTRACT** – Item **c.** is deleted in its entirety.

CANCELLATION OF **YOUR CONTRACT** - Item **d.** - is amended to include the following:

If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

*SERFF Tracking Number:* LDRA-125509760      *State:* Arkansas  
*Filing Company:* Old Republic Insurance Company      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* CC-SEL-FORMS 08  
*TOI:* 21.6 Motor Vehicle Service Contracts      *Sub-TOI:* 21.6000 Motor Vehicle Service Contracts  
*Product Name:* VPP-CarChex  
*Project Name/Number:* /

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: LDRA-125509760 State: Arkansas  
Filing Company: Old Republic Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CC-SEL-FORMS 08  
TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts  
Product Name: VPP-CarChex  
Project Name/Number: /

## Supporting Document Schedules

<b>Bypassed -Name:</b>	Uniform Transmittal Document- Property & Casualty	<b>Review Status:</b>	Approved	02/28/2008
<b>Bypass Reason:</b>	Not required for SERFF Filings.			
<b>Comments:</b>				