

# Vehicle Service Agreement APPLICATION

1. Please type or print.
2. Complete all blanks.
3. Verify that information is correct.
4. Applicant MUST sign.

## APPLICANT INFORMATION

|   |                                |                      |                       |
|---|--------------------------------|----------------------|-----------------------|
| <b>Purchaser Name:</b> Last _____ First _____ | (Area Code) Home Phone # _____ | E-mail Address _____ |                       |
| Address _____                                 | City _____                     | State/Province _____ | Zip/Postal Code _____ |

## VEHICLE INFORMATION

|                         |                           |                                |  |
|-------------------------|---------------------------|--------------------------------|--|
| Year                    | Make                      | Model                          | VIN (Must be 17 digits)  |
| Stock/Reference # _____ | Vehicle Sales Price _____ | Current Odometer Reading _____ | Manufacturer's Warranty in effect?<br>Yes <input type="checkbox"/> No <input type="checkbox"/> |

## SERVICE AGREEMENT INFORMATION

|   |  |  |  |   |
|---|--|--|--|---|
| <b>Sale Date/Effective Date</b>   | <b>Agreement Price</b>   | Class  | Options:   | Surcharges:                                 |
| Coverage    Cust. Initials  | Coverage    Cust. Initials   | <b>Deductible<br/>\$100</b>                        | <input type="checkbox"/> Commercial Use Option<br>(Deluxe Only)<br><i>Cust. Initials</i> _____ | <input type="checkbox"/> Turbo/Supercharger |
| <input type="checkbox"/> Elite _____  | <input type="checkbox"/> Basic _____   |  | <input type="checkbox"/> HEV Option<br>(Deluxe, Select Only)<br><i>Cust. Initials</i> _____    | <input type="checkbox"/> 4x4/AWD            |
| <input type="checkbox"/> Deluxe _____   | <input type="checkbox"/> Elite Wrap _____  |  | <input type="checkbox"/> \$200 Deductible Option<br><i>Cust. Initials</i> _____                | <input type="checkbox"/> Diesel Surcharge   |
| <input type="checkbox"/> Select _____   |  |  | <input type="checkbox"/> \$50 Deductible Option<br><i>Cust. Initials</i> _____                 |   |
| <input type="checkbox"/> \$0 Deductible Option<br><i>Cust. Initials</i> _____ |  |  |  |   |
| Certified Upgrade <input type="checkbox"/>                                    | Manufacturer Certification (If Applicable)<br>Dealer Must Attach Copy of Certification,<br>Inspection Form, & Repair Order | Manufacturer Certification Term<br>(If Applicable) |  |   |
| _____ TERM MONTHS   | _____ TERM MILES   | <b>TERMS</b>                                       |  |   |

## APPLICANT'S ACKNOWLEDGMENT

I hereby apply for the issuance of a service agreement covering the vehicle identified above. I understand that a confirmation letter and convenience card will be forthcoming, upon acceptance of the application, by the Administrator. I understand that the service agreement application may be rejected by the Administrator for any reason. I further understand that the vehicle is for personal use (NOT COMMERCIAL USE unless the Commercial Coverage option is selected) and that any vehicle which is modified or altered from the original manufacturer's specification prior to sale, at time of sale, or at any time during the term of this agreement is not eligible for coverage. I understand that coverages under this agreement will overlap the Manufacturer's Warranty coverages on new vehicles and may overlap on some used vehicles. Purchase of a service agreement is not required to lease, purchase, or obtain financing for a motor vehicle. SPECIAL STATE REQUIREMENTS SUPER CEDE ANY AND ALL APPLICABLE PORTIONS OF THE APPLICANT'S ACKNOWLEDGEMENT SECTION OF THIS APPLICATION.

My signature means that I have reviewed and understand the time and mileage limitations, coverages, maintenance required and the claim procedures. I have also reviewed the options that are available and my initials indicate that I wish to purchase these options at this time. Omission of my initials indicates that no options will be purchased. I UNDERSTAND THAT THE AGREEMENT WILL BE BETWEEN THE OBLIGOR (NATIONAL AUTO CARE) AND APPLICANT. IF I DO NOT RECEIVE A NOTICE OF CONFIRMATION OR INELIGIBILITY WITHIN 60 DAYS I WILL CONTACT THE ADMINISTRATOR (1-800-548-1875).

\_\_\_\_\_  
Applicant's Signature Date

|                     |  |
|---------------------|--|
| <b>Seller:</b>      | Authorized Signature and Title:                        |
| Lienholder:         |  |
| Lienholder address: | City: _____ State/Province _____ Zip/Postal Code _____ |

**Administrative Offices  
National Auto Care Corporation**  
575 Westar Crossing  
Westerville, OH 43082  
800-548-1875

## General Agreement Provisions

### **NATURE OF AGREEMENT:**

The Agreement Holder agrees and understands that this Agreement is NOT A POLICY OF INSURANCE, and that the Administrator is acting solely as the administrator for and on behalf of the obligor.

### **ENTIRE AGREEMENT:**

This Vehicle Service Agreement, including the terms, conditions, limitations, exceptions, definitions, and exclusions, the Application form and the Approval/Declaration page, together with any endorsements, if any, constitute the entire agreement. No one other than the parties hereto, by mutual agreement, may change this agreement or waive any of its provisions. This Vehicle Service Agreement gives the Agreement Holder specific rights. The Agreement Holder may have other rights, which may vary from state to state in the United States or between provinces in Canada.

This Vehicle Service Agreement covers mechanical breakdown, and is for the sole benefit of the Agreement Holder named herein and applies only with respect to the described vehicle. This Vehicle Service Agreement shall be invalidated if there has been an inaccuracy, tampering or alteration to the odometer mileage of the vehicle so that the vehicle's true and actual mileage is not shown on the odometer or cannot be determined. If the odometer becomes inoperable during the term of this Vehicle Service Agreement, Holder must immediately notify Administrator and within 15 days of the odometer becoming inoperable provide documentation proving that the odometer has been repaired.

**In no event will the obligors total liability under this Vehicle Service Agreement exceed the actual cash value of any of the covered parts and of the labor for repairs or replacement thereof, or the actual cash value of the described vehicle less the applicable deductible. Cash Value to be calculated as of the most recent repair date using a Nationally Published estimating guide, using the agreement holder's address of residence and zip code.**

The Standard Deductible amount is one hundred (\$100) dollars. If no deductible option is chosen, and the customer's initials do not appear, the deductible will be one hundred (\$100) dollars.

The Service Agreement provides benefits for "Mechanical Breakdown" and "Wear and Tear" of "Covered Parts" installed by the vehicle manufacturer, as those terms are defined below.

### **DEFINITIONS:**

**This is a vehicle service agreement between the "Purchaser" (Agreement Holder) and the "Obligor" (National Auto Care Corporation).**

**"MECHANICAL BREAKDOWN"** means the inability of any covered part(s) or component(s) to perform the function(s) for which it was designed due to defects in material or workmanship. Mechanical breakdown does not include the gradual reduction in operating performance where a mechanical breakdown has not occurred. The manufacturer has established tolerances for the express purpose of defining mechanical breakdown and serviceability; when specifications exceed these manufacturer's tolerances, a mechanical breakdown will be considered to have occurred. Replacement of covered parts will be made with original equipment manufacturer parts, non original equipment manufacturer parts, remanufactured parts, or used parts. "Administrator" will provide claim and administrative services.

**COMMERCIAL USE:** Is defined as: Any vehicles used for the business purpose of livery, farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service or repair work, or has been issued commercial plates in the state in which it is titled, or advertises a commercial enterprise with signage on said vehicle. Vehicle used for snow removal must be equipped with factory installed or factory authorized snowplow package. Usage must not exceed manufacturer's ratings and/or limitations.

## BASIC COVERAGE

### **Coverage on Listed Components:**

**ENGINE: Gas/Diesel – All internally lubricated parts within the engine plus** the cylinder heads, engine block, engine mounts, flex plate, flywheel and ring gear, harmonic balancer, intake and exhaust manifolds, oil dipstick and tube, oil pump, oil pump drive sprocket, timing chain/belt, and timing chain tensioner. The oil pan and valve covers are only covered if damaged by an internally lubricated part.

**TURBO/SUPERCHARGER:** All internally lubricated parts. Housing is only covered if damaged by an internally lubricated part. (Turbo/Supercharger surcharge must be checked for coverage to apply)

**AUTOMATIC TRANSMISSION:** All internally lubricated parts, torque converter, transmission mounts, vacuum modulator, all gears, governor, oil pumps, clutch plates, shafts, internal valves, rings, servo units, friction and steel drums, bearings and bushings, bands. Transmission case is covered if damage is due to the failure of an internally lubricated part.

**MANUAL TRANSMISSION:** All internally lubricated parts, all gears, all bearings, main drive gear, internal shifting components, synchronizing drum, shafts and spacers, main shaft, bushings. Transmission case is covered if damage is due to the failure of an internally lubricated part.

**DRIVE AXLE ASSEMBLY (Front & Rear):** All internally lubricated parts within the drive axle housing plus the center carrier bearings, constant velocity joints, double offset joints, drive shaft/yokes, locking hub mechanisms, propeller shafts, and universal joints. The drive axle housing is only covered if damaged by an internally lubricated part.

**TRANSFER UNIT:** All internally lubricated parts within the transfer case. Transfer case is only covered if damaged by an internally lubricated part. (4x4/AWD surcharge must be checked for coverage to apply)

**SEALS & GASKETS:** Seals and gaskets are covered when **REQUIRED** in connection with the repair or replacement of the parts listed above.

## SELECT COVERAGE

### **Coverage on Listed Components:**

**ENGINE: Gas/Diesel – All internally lubricated parts within the engine plus** the cylinder heads, engine block, engine mounts, flex plate, flywheel and ring gear, harmonic balancer, intake and exhaust manifolds, oil dipstick and tube, oil pump, oil pump drive sprocket, timing chain/belt, and timing chain tensioner. The oil pan and valve covers are only covered if damaged by an internally lubricated part.

**TURBO/SUPERCHARGER:** All internally lubricated parts. Housing is only covered if damaged by an internally lubricated part. (Turbo/Supercharger surcharge must be checked for coverage to apply)

**AUTOMATIC TRANSMISSION:** All internally lubricated parts, torque converter, transmission mounts, vacuum modulator, all gears, governor, oil pumps, clutch plates, shafts, internal valves, rings, servo units, friction and steel drums, bearings and bushings, bands. Transmission case is covered if damage is due to the failure of an internally lubricated part.

**MANUAL TRANSMISSION:** All internally lubricated parts, all gears, all bearings, main drive gear, internal shifting components, synchronizing drum, shafts and spacers, main shaft, bushings. Transmission case is covered if damage is due to the failure of an internally lubricated part.

**DRIVE AXLE ASSEMBLY (Front & Rear):** All internally lubricated parts within the drive axle housing plus the center carrier bearings, constant velocity joints, double offset joints, drive shaft/yokes, locking hub mechanisms, propeller shafts, and universal joints. The drive axle housing is only covered if damaged by an internally lubricated part.

**TRANSFER UNIT:** All internally lubricated parts within the transfer case. Transfer case is only covered if damaged by an internally lubricated part. (4x4/AWD surcharge must be checked for coverage to apply)

**BRAKES:** Brake booster, calipers, hydraulic lines and fittings, master cylinder, rear actuators, and wheel cylinders.

**STEERING:** Power steering pump, rack and pinion, and all internally lubricated parts within the rack and pinion assembly. The steering box is only covered if damaged by an internally lubricated part.

**ELECTRICAL COMPONENTS:** All electrical manual switches, alternator, analog gauges, cam sensor, ignition module, Engine Control Unit (ECU), engine control module (ECM), map sensor, mass airflow sensor, power door lock actuators, starter drive, starter motor, starter solenoid, and voltage regulator.

**AIR CONDITIONING & HEATING (Factory Authorized Only):** Accumulator, compressor, compressor clutch, compressor pulley, condenser, evaporator, expansion valve, high/low cut off switches, orifice tube, and receiver/dryer.

**FRONT & REAR SUSPENSION:** Ball joints, McPherson struts, spindles, upper and lower control arms, and wheel bearings.

**FUEL SYSTEM:** Fuel injection pump, metal fuel lines, and primary fuel pump.

**COOLING SYSTEM:** Blower motor, cooling fan clutch, cooling fan blade, cooling fan motor, heater core, radiator, and water pump.

**SEALS & GASKETS:** On all listed components are Covered. Including: Axle gasket(s), compressor seal(s), CV joint boot(s), cylinder head gasket(s), differential gasket(s), exhaust manifold gasket(s), front crankshaft seal(s), hub or wheel bearing seals, intake manifold gasket(s), oil pan gasket, output shaft seal, rear main seal, shifter seal, speedometer cable seal, steering pump shaft seal, timing cover gasket, transfer case seal(s), transmission pan gasket, valve cover gasket. (Seals and gasket coverage available only on vehicle with less than 100,000 miles)

### DELUXE COVERAGE / DELUXE COMMERCIAL

#### **Coverage on Listed Components:**

**ENGINE: Gas/Diesel** – All internally lubricated parts within the engine plus the cylinder heads, engine block, engine mounts, flex plate, flywheel and ring gear, harmonic balancer, intake and exhaust manifolds, oil dipstick and tube, oil pump, oil pump drive sprocket, timing chain/belt, and timing chain tensioner. The oil pan and valve covers are only covered if damaged by an internally lubricated part.

**TURBO/SUPERCHARGER:** All internally lubricated parts. Housing is only covered if damaged by an internally lubricated part. (Turbo/Supercharger surcharge must be checked for coverage to apply)

**AUTOMATIC TRANSMISSION:** All internally lubricated parts, torque converter, transmission mounts, vacuum modulator, all gears, governor, oil pumps, clutch plates, shafts, internal valves, rings, servo units, friction and steel drums, bearings and bushings, bands. Transmission case is covered if damage is due to the failure of an internally lubricated part.

**MANUAL TRANSMISSION:** All internally lubricated parts, all gears, all bearings, main drive gear, internal shifting components, synchronizing drum, shafts and spacers, main shaft, bushings. Transmission case is covered if damage is due to the failure of an internally lubricated part.

**DRIVE AXLE ASSEMBLY (Front & Rear):** All internally lubricated parts within the drive axle housing plus the center carrier bearings, constant velocity joints, double offset joints, drive shaft/yokes, locking hub mechanisms, propeller shafts, and universal joints. The drive axle housing is only covered if damaged by an internally lubricated part.

**TRANSFER UNIT:** All internally lubricated parts within the transfer case. Transfer case is only covered if damaged by an internally lubricated part. (4x4/AWD surcharge must be checked for coverage to apply)

**BRAKES:** ABS control module, ABS pump, ABS sensors, ABS accumulator, ABS motor, brake booster, calipers, hydraulic lines and fittings, master cylinder, rear actuators, and wheel cylinders.

**STEERING:** Power steering pump, rack and pinion, and all internally lubricated parts within the rack and pinion assembly. The steering box is only covered if damaged by an internally lubricated part.

**ELECTRICAL:** All electrical manual switches, alternator, analog gauges, convertible top motor, cruise control module, cruise control servo, electronic instrument cluster, electronic level control compressor, electronic level control sensor, electronic off headlamp sensor, power antenna motor, keyless entry system, main wiring harness, power door lock actuators, power mirror motor, power seat motor, power sunroof motor, power window motor, starter drive, starter motor, starter solenoid, voltage regulator, washer motor, wiper circuit board, and wiper motor(s) (front and rear). Radio, compact disc player, and cassette player covered if manufacturer installed but limited to repair only, cam sensor, crank sensor, ignition module, engine control unit (ECU), engine control module (ECM), ignition control unit (ICU), coil pack, coil(s), pick-up coil, manifold air temperature sensor (MAT), camshaft position sensor, coolant temperature sensor, idle air control valve, idle speed control motor, knock sensor, mass air flow sensor (MAF), manifold absolute pressure sensor (MAP), oxygen sensor, vehicle speed sensor, throttle position sensor.

**AIR CONDITIONING & HEATING (Factory Authorized Only):** Accumulator, compressor, compressor clutch, compressor pulley, condenser, evaporator, expansion valve, high/low cut off switches, orifice tube, and receiver/dryer.

**FRONT & REAR SUSPENSION:** Ball joints, struts, spindles, upper and lower control arms, and wheel bearings.

**FUEL SYSTEM:** Fuel injection pump, fuel injectors, metal fuel lines, and primary fuel pump.

**COOLING SYSTEM:** Blower motor, cooling fan clutch, cooling fan blade, cooling fan motor, heater core, radiator, and water pump.

**SEALS & GASKETS:** On all listed components are Covered. Including: Axle gasket(s), compressor seal(s), CV joint boot(s), cylinder head gasket(s), differential gasket(s), exhaust manifold gasket(s), front crankshaft seal(s), hub or wheel bearing seals, intake manifold gasket(s), oil pan gasket, output shaft seal, rear main seal, shifter seal, speedometer cable seal, steering pump shaft seal, timing cover gasket, transfer case seal(s), transmission pan gasket, valve cover gasket. (Seals and gasket coverage available only on vehicles with less than 100,000 miles)

#### **OPTIONS**

**HEV (Hybrid Electric Vehicle) OPTION** - electric motor, power controller, inverter assembly, generator(s), electronic air conditioning compressor, electronic power steering pump. batteries are excluded (Select and Deluxe Coverage Only)

**COMMERCIAL USE OPTION** - As defined in the Definitions section of this Agreement. (Deluxe Coverage Only)

### ELITE PROTECTION PLAN

**Elite Protection Plan** provides for payment or reimbursement of costs authorized by the Administrator to repair or replace any breakdown of covered part(s) or component(s) which are not listed in the Exclusions section of this agreement, less the Agreement Holder's deductible amount, in accordance with all terms and conditions of this agreement.

### ELITE WRAP PROTECTION PLAN

**Elite Wrap coverage** provides for payment or reimbursement of costs authorized by the Administrator to repair or replace any breakdown of covered part(s) or component(s) which are not listed below or in the "What is not provided by this Agreement" section of this agreement, less the agreement holder's deductible amount, in accordance with all terms and conditions of this agreement.

**Elite Wrap coverage** is designed to "wrap" around the manufacturer's warranty but, specifically excludes Basic coverage. (The Basic includes all parts and components of the Engine, Turbo Charger, Super Charger, Transmission, Transfer Unit, and Drive Axle).

#### **ALL COVERAGE PLANS INCLUDE THE FOLLOWING BENEFITS:**

**MANUFACTURER DEDUCTIBLE:** In the event of a mechanical breakdown of a covered component/part, which is still under manufacturer's warranty and is covered by this agreement, the administrator will reimburse the Agreement Holder for any required deductible up to \$100.00 per occurrence less the applicable deductible of this agreement.

**SUBSTITUTE TRANSPORTATION:** In the event of a mechanical breakdown of a covered component the Agreement Holder will be REIMBURSED for the actual expense incurred for substitute transportation at the maximum daily rate of \$35.00 per day based on Labor Time (Example: .10 to 8.0 labor hours = One Day Rental, 8.1 to 16 labor hours = Two Days Rental, 16.1 to 24.0 labor hours = Three Days Rental, Etc.) (maximum of \$175.00 per visit) for approved repairs. Substitute transportation must be supplied by the issuing dealer or a duly licensed rental agency. ONE additional day of rental coverage will be available to the Agreement holder for parts delay to a covered component under this Agreement. ONE Additional day of Rental will be available to the Agreement Holder if a visual inspection of said vehicle has occurred using a Third Party Inspection Agency causing a delay in covered repairs. Maximum of \$175.00 per visit.

**TRIP INTERRUPTION:** In the event of a mechanical breakdown of a covered component or part, Administrator will REIMBURSE Agreement Holder a maximum of \$50.00 per day, not to exceed a total of \$200.00 (four days), for expenses incurred by Agreement Holder for meals and/or lodging, provided: Agreement Holder cannot operate Agreement Holder's vehicle due to a mechanical breakdown covered by this agreement and are more than 100 miles/160 kilometers away from home, and expenses are incurred between the time of breakdown and the time repairs are completed. (The date of breakdown shall be considered the first day.) One day's trip interruption expense shall be allowed for each eight hours, or portion thereof, of required manual flat-rate labor time. A detailed receipt must be submitted to Administrator before reimbursement will be made.

**Emergency Roadside Service:** 24-hour Roadside Service is provided when your vehicle is disabled as long as your service agreement is in effect, and is available by calling **1-866-218-4522** (limit one service per disablement). Please provide the dispatcher with your **PRODUCER CODE** which is **42790**, and your **AGREEMENT NUMBER** along with **PLAN LETTER** which is **U**.

**Mechanical First Aid:** Any service requiring a minor adjustment (exclusive of parts) to enable a disabled vehicle to proceed under its own power (where available).

**Tire Service:** The changing of flat tire with an inflatable spare.

**Battery Service:** Attempting to start a vehicle with a booster battery.

**Delivery Service:** We will cover the cost of delivering needed fuel or fluid to your disablement location (you must pay for the cost of the actual goods).

**Towing Service:** Any tow of 25 miles or less is covered in total.

**Locksmith Services:** If keys are locked inside the vehicle, a locksmith will be dispatched for services.

Emergency Roadside Services Provided by Nations Safe Drivers

#### **EXCLUSIONS:**

SPECIAL STATE REQUIREMENTS SUPERCEDE ANY AND ALL APPLICABLE EXCLUSIONS.

**This Vehicle Service Agreement DOES NOT Provide Coverage or Benefits for:**

1. Reimbursement for any repair or replacement made without prior authorization from Administrator to Repair Facility.
2. Any repair for the purpose of correcting engine compression or correcting oil consumption when a mechanical breakdown has not occurred. Valve grinding, valve guides, burnt valves, stuck valves, burnt piston, and/or stuck rings are not covered.
3. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel, excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants or improper engine adjustments. Any mechanical breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, lack of lubrication or carbon buildup in cylinders.
4. Any damage caused by water intrusion.
5. Any repair that has been misdiagnosed by the repair facility.
6. Any failure related to a previous repair.
7. Any mechanical breakdown caused by rust, residue, electrolysis or corrosion.
8. Mechanical breakdown caused by or due to the failure of nuts, bolts or fasteners (Internal and/or external). Nuts, bolts or fasteners are covered in conjunction with a covered repair.
9. Any condition that existed to any component that were not functioning properly at the time the covered vehicle was delivered to the Purchaser.
10. Repairs to seized or damaged parts due to operation without sufficient oil or coolant.
11. Engine block and cylinder heads are not covered if damaged by overheating, freezing or warpage.
12. Any vehicle that has been issued a restricted title, including but not limited to: salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, water damage, saltwater, frame change, motor change, body exchange, junk or parts only.
13. Commercial Use Vehicles. (Unless appropriate commercial option is indicated on declaration page)
14. Damage to a covered part by a non-covered part. Damage to a non-covered part by a covered part is also excluded.
15. Batteries, fuses, hoses, belts, tires, wheels, wheel covers, tire pressure sensors, light bulbs, sealed beams, light assemblies, LED lighting, lenses, shock absorbers, seat belt systems, exhaust systems /catalytic converters, brake rotors, brake drums, brake shoes, brake pads, speakers, cellular phones, upholstery, paint, glass, trim, moldings, weather strip/seals, door handles, lift gate handles, tailgate handles, door bushings/bearings, body panels, sheet metal, bumpers, frames, sub-frames, brackets, convertible top assemblies, vinyl top, rust, corrosion, water leaks, air leaks, physical damage, carburetors. Any equipment not installed by the manufacturer.
16. ON STAR, or any roadside assistance system.
17. Personal computers, phone systems and pre-heated car systems.
18. Accidental loss or damage, physical damage, collision or upset, falling missiles or objects, fire, theft, larceny, hail, explosion, lightning, earthquake, windstorm, water, flood, malicious mischief, vandalism, riot, civil commotion, negligence or misuse.
19. For any breakdown occurring prior to agreement purchase date or if any information provided by you or the repair facility cannot be verified as accurate or is found to be inaccurate.
20. Loss of time, expense, storage charges, loss of use of vehicle, loss of profits, income or other consequential damages, including, but not limited to loss or damage or injury to persons or property resulting from mechanical breakdown of any of the covered parts.
21. Replacement of maintenance items such as but not limited to: spark plugs, glow plugs, PCV valves, filters, lubricants, thermostat housing, alignments, coolants and thermostats.
22. Diagnostic or tear down time when a mechanical breakdown is not covered by the Agreement, or shop supplies of any kind. Any cost incurred for disassembly or diagnosis is at your expense if the inspection determines that the mechanical breakdown was not caused by the failure of a part covered by this agreement.
23. Mechanical breakdown costs that should be covered by a manufacturer's warranty, recall, factory bulletin or any other mechanical breakdown coverage. Mechanical breakdown costs that should be covered by the warranty of parts or workmanship on a previously repaired or replaced component.
24. A mechanical breakdown of a covered component/part caused by a Agreement Holder's refusal to perform reasonable repairs recommended by the dealer, repair facility or Administrator.
25. Any vehicle modified or altered from original manufacturer specification not approved by the manufacturer.
26. Any alterations made to your vehicle or you are using your vehicle in a manner not recommended by the manufacturer including but not limited to: Failure of any custom or add-on part, all frame or suspension modifications, lift kits, any tire that is not recommended by the original manufacturer, emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications.
27. Any mechanical breakdown occurring outside of the United States or Canada.
28. Snow Removal Equipment, and/or Vehicles using Snow Removal Equipment. (Unless Commercial Coverage is chosen.)
29. Conversion Van Components, and Conversion Vehicle Components.
30. Programming, reprogramming, or updating a component that has not mechanically failed.
31. Manual Clutch System.



**MAINTENANCE:**

Regular maintenance service is a condition of this Vehicle Service Agreement. In order to keep this Service Agreement in force during its term, the Agreement Holder must have the vehicle serviced as recommended by the manufacturer's scheduled Maintenance Guide or, if it is a used vehicle as specified in "Minimum Services Required." Therefore, the agreement holder must keep all maintenance receipts and furnish them to the repair facility upon Administrator's request. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance. Receipts for self-service will be required.

**MINIMUM SERVICES REQUIRED:**

The Agreement Holder must follow the manufacturer's maintenance requirements for new and used vehicles. Including, but not limited to engine oil changes, transmission services or any other special services recommended and/or required by the manufacturer.

**CLAIMS PROCEDURE:****IN THE EVENT OF A MECHANICAL BREAKDOWN:**

**Prior authorization by an Administrator's Claim Examiner is required.** Agreement Holder's Repair Facility MUST obtain an authorization number from the administrator PRIOR to repairing vehicle. Repairs not authorized by the Administrator's Claim Examiner WILL NOT be accepted.

Have repair facility's technician or service writer call administrator for verification of coverage and obtain an authorization number. Administrator will arrange for payment of authorized claim at that time. Administrator can be contacted Monday through Friday 8am to 8pm EST at 800-526-8678. For emergency repairs (non business hours only), please call 800-526-8678. Calls to our toll free number during non-business hours will be connected directly to an answering service to provide assistance in filing your claim.

Administrator reserves the right to determine where repairs shall be made, and to investigate all claims and inspect any vehicle.

Once any authorization number is obtained and repairs are completed, all repair orders and documentation must be submitted to Administrator within 60 days to be eligible for payment.

**RESPONSIBILITIES:****IN THE EVENT OF A MECHANICAL BREAKDOWN:**

It is the agreement holder/owner of the vehicle's responsibility to authorize tear down and diagnosis to the point where damage is visible and a cause of failure can be determined.

It is the agreement holder's responsibility to protect the vehicle from further damage when a mechanical failure has occurred. Continued operation of the vehicle after any mechanical breakdown occurs, shall in all cases constitute failure to protect the vehicle. Failure to protect the vehicle is not limited to continued operation after mechanical breakdown alone, but may constitute other acts of neglect by the Agreement Holder.

Be prepared to provide evidence that the maintenance services have been performed as specified above.

CONTACT ADMINISTRATOR AT 800-526-8678 OR 614-438-7440

NO CLAIMS SHALL BE PAID WITHOUT PRIOR AUTHORIZATION  
FROM ADMINISTRATOR

Administered by: NATIONAL AUTO CARE CORPORATION  
575 Westar Crossing  
Westerville, OH 43082

**GUARANTEE:**

**Under this Agreement, National Auto Care Corporation has its obligations underwritten by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157- 6596. Should the Obligor fail to pay an approved claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a direct claim against the Insurance Company. (866-306-6694)**

**AGREEMENT HOLDER'S TRANSFER CONDITIONS:**

The Agreement Holder's Vehicle Service Agreement, while in-force, may be transferred by the ORIGINAL Agreement Holder to the subsequent owner of the vehicle for a fee of \$100.00. The subsequent owner must also transfer the manufacturer's warranty, if available. Written evidence of all required maintenance services must be provided to Administrator upon transfer. Transfer is limited to an individual purchaser of the vehicle (not a Dealer) and the title may not pass through a Dealer.

All terms and conditions of the original Vehicle Service Agreement will apply to the transferee. Approval of transfers is at the discretion of the Administrator and may be declined for any reason. Submission of the Transfer Application must be completed within (30) days of purchase of the Agreement Holder's sale or transfer of the vehicle to the subsequent owner. The Transfer Application may be obtained from the selling Administrator, or Dealership/Entity. Refer to Special State Requirements.

**CANCELLATIONS:**

The Administrator may cancel this Service Agreement if any of the following occur:

- If the Agreement Holder's vehicle is a total loss or is repossessed.
- If the Agreement Holder's vehicle's odometer has been non-functional, repaired or replaced without notifying Administrator immediately.
- If the Agreement Holder's vehicle is used in any manner that would exclude coverage under this agreement.
- The Agreement Holder has committed fraud or materially misrepresented any fact in connection when entering into this agreement.

The Agreement Holder may cancel this agreement at any time during the term of this Agreement.

In the event of cancellation of this Vehicle Service Agreement, the Administrator will retain an amount based on greater of the days in force or the miles/kilometers driven related to the term of this Vehicle Service Agreement. A \$45.00 service charge will be applicable. You may cancel this Agreement within thirty (30) days of its purchase if no claim has been made, and receive a full refund of the service Agreement retail price, with no fee assessed. In the event the cost of this Vehicle Service Agreement is financed, then the lender of said financing shall be additionally named on any refund check. If the Agreement Holder's vehicle is repossessed or a total loss, the lender will be named sole payee on the refund check, and your right to receive the refund check will automatically be assigned to the lender.

All cancellation requests need to be made from the Agreement Holder's selling Dealership/Entity.

In most cases, if there is a refund due, the amount will be processed by the issuing Dealership/Entity.

SPECIAL STATE REQUIREMENTS SUPERCEDE ANY AND ALL APPLICABLE PORTIONS OF THE **CANCELLATION** SECTION OF THIS APPLICATION.

**SUBSEQUENT AGREEMENT**

A subsequent Agreement may be available for purchase by the Agreement holder. Eligibility and cost will be based on the covered vehicle's mileage, model year, and the eligibility guidelines published by the Administrator at the date of the Subsequent Agreement Application for Coverage.

Application for coverage requests may be submitted to the administrator in writing, or via toll free number (800-548-1875).

Application of Agreement coverage must be requested a minimum of Thirty (30) Days and One Thousand (1,000) miles prior to this Agreement's term conclusion. Vehicles with less than Thirty (30) Days and One Thousand (1,000) miles prior to this Agreement's term expiration will not be accepted.

The Application for coverage may be rejected by the administrator for any reason, unless superceded by state statute.

**AGREEMENT REPRINT**

You may request a reproduction of this Agreement during the Agreement term by contacting the administrator in writing. A \$7.00 processing fee must be included with the request.

**SPECIAL STATE REQUIREMENTS**

These special state requirements apply if Your Agreement was delivered in one of the following states and supersedes any other provisions herein to the contrary:

**ALABAMA SPECIAL STATE REQUIREMENTS**

If no claim has been made under this Agreement, you may return this agreement within twenty (20) days of the date the Agreement was mailed to you, or within ten (10) days of delivery if the Agreement was delivered to you at the time of sale. In such case, this Agreement will be void and the Administrator will refund to you the full amount of the purchase price of this Agreement. This right to void the Agreement is not transferable and applies only to the original Agreement purchaser. A ten (10%) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the Administrator. If you cancel this Agreement otherwise, you will be provided a pro rata refund less reasonable handling costs, any claims that may have been paid, and an administration fee of up to \$25.00.

**ARIZONA SPECIAL STATE REQUIREMENTS**

Notwithstanding any language to the contrary contained herein, Obligor will not cancel or void this Agreement due to pre-existing conditions, prior use or unlawful acts relating to the product or misrepresenting by either the Obligor or subcontractors. Further, neither Obligor nor its assignees or subcontractors will cancel or void

coverage under this Agreement due to the acts or omissions of the Obligor, its assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent or workmanlike manner.

The ENTIRE AGREEMENT section of your Agreement shall include, "a service Agreement cannot exclude coverage if the odometer has been tampered with prior to purchase." The payment period of an approved claim in the GUARANTEE section of your Agreement shall be amended to thirty (30) days.

The CANCELLATIONS section of your Agreement shall include, "If a request for cancellation is made within sixty (60) days of the purchase of this Agreement for new vehicles or within thirty (30) days of the purchase of this Agreement for used vehicles, a full refund will be made."

The service charge for cancellation shall be amended to \$25.00. Agreement cancellation requests should be made from the seller. If a refund is due, the amount will be processed by the seller of this Vehicle Service Agreement.

The Alternative Dispute Resolution section of this Agreement does not prevent the Arizona Agreement holder from his or her rights to file a complaint with the Arizona Department of Insurance.

### ARKANSAS SPECIAL STATE REQUIREMENTS

You may cancel this Agreement within thirty (30) days of its purchase if no claim has been made, and receive a full refund of the service Agreement retail price, less a cancellation fee of no more than \$50.00.

At any other time you may cancel and receive a pro rata refund of the service Agreement retail price for the unexpired term of the service Agreement, based on the number of elapsed months or miles, less a cancellation fee of no more than \$50.00.

The purchase of a vehicle service Agreement is not required to purchase or finance an automobile.

### COLORADO SPECIAL STATE REQUIREMENTS

The policy number for American Bankers Insurance Company of Florida is SFM-22-CO-1.

### CONNECTICUT SPECIAL STATE REQUIREMENTS

Connecticut Public Act 87-393 requires an automobile dealer to provide a warranty covering certain classes of used motor vehicle as follows:

Used vehicles with a sale price of \$3,000 but less than \$5,000.

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

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

Provides coverage for sixty (60) days or 3,000 miles, whichever occurs first. This law may cover the vehicle you have purchased. If so, the following is added to this Agreement: In addition to the dealer warranty required by this law, you have elected to purchase this Agreement, 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 Agreement. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

The Agreement holder may cancel at any time for any reason

The Alternative Dispute Resolution section is amended to advise you that written complaints may be mailed to; State of Connecticut, Insurance Department, PO Box 816, Hartford Connecticut, 06142-816, Attention Consumer Affairs

### GEORGIA SPECIAL STATE REQUIREMENTS

The first paragraph of the Applicant's Acknowledgement section has been amended, "I hereby apply for the issuance of a service agreement covering the vehicle identified above. I understand that a confirmation letter and convenience card will be forthcoming, upon acceptance of the application, by the Administrator.

I understand that the service agreement application may be rejected by the Administrator for any reason. I further understand that the vehicle is for personal use (NOT COMMERCIAL USE unless the Commercial Coverage options is selected) and that , while owned by me, any vehicle which is modified or altered from the original manufacturer's specification prior to sale, at time of sale, or at any time during the term of this agreement is not eligible for coverage. I understand that coverages under this agreement will overlap the Manufacturer's Warranty coverages on new vehicles and may overlap on some used vehicles.

Purchase of a service agreement is not required to lease, purchase, or obtain financing for a motor vehicle.

The second paragraph of the Entire Agreement section of your Agreement has been amended, "This Vehicle Service Agreement covers mechanical breakdown, and is for the sole benefit of the Agreement Holder named herein and applies only with respect to the described vehicle. This Vehicle Service Agreement shall be invalidated if there has been an inaccuracy, tampering or alteration to the odometer mileage of the vehicle, while owned by You, so that the vehicle's true and actual mileage is not shown on the odometer or cannot be determined. If the odometer becomes inoperable during the term of this Vehicle Service Agreement, Holder must immediately notify Administrator and within 15 days of the odometer becoming inoperable provide documentation proving that the odometer has been repaired. In no event will the obligors total liability under this Vehicle Service Agreement exceed the actual cash value of any of the covered parts and of the labor for repairs or replacement thereof, or the actual cash value of the described vehicle less the applicable deductible. Cash Value to be calculated as of the most recent repair date using a Nationally Published estimating guide, using the Agreement holder's address of residence and zip code."

General Provisions section of your Agreement has been added,

Other Provisions: This Agreement is not an insurance policy. However, Our obligations under this Agreement are guaranteed by an insurance policy underwritten by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157, 800-852-2244. If a covered Claim is not paid within sixty (60) days after proof of loss has been filed, You may file a Claim directly with the Insurance Company.

Exclusion section of your Agreement has been amended,

9. Any conditions, known by you, that existed to any component that were not functioning properly at the time the covered vehicle was delivered to the Purchaser.

19. For any breakdown, known by you, occurring prior to agreement purchase date or if any information provided by you cannot be verified as accurate or is found to be inaccurate.

25. Any vehicle, while owned by you, modified or altered from original manufacturer specification not approved by the manufacturer.

26. Any alterations, while owned by you, to your vehicle or if you are using your vehicle in a manner not recommended by the manufacturer including but not limited to; failure of any custom or add on part, all frame or suspension modifications, lift kits, any tire that is not recommended by the original manufacturer, emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications. The Administrator may cancel the Service Agreement only for fraud, material misrepresentation or non-payment of premium by you.

Exclusion #5 is deleted in its entirety.

The Cancellation section of your Agreement has been amended; The Cancellation Fee is waived and You may cancel this Agreement within thirty (30) days of its purchase if no claim has been made, and receive a full refund of the service Agreement retail price. **Any** cancellation will conform to OCGA 33-24-44.

Arbitration-This section is deleted in its entirety.

### IDAHO SPECIAL STATE REQUIREMENTS

Coverage afforded under this Agreement is not guaranteed by the Idaho Guarantee Association. If you cancel this Agreement within thirty (30) days of its purchase, if no claim has been made, you may receive a full refund of the Agreement retail price, less any cancellation fee stated in the Agreement not exceeding fifty (\$50.00) dollars. At any other time during the term of this Agreement, you may receive a pro-rata refund, based on the lapsed months, miles or such other measure which is clearly disclosed in the Agreement , less any cancellation fees stated in the Agreement , not exceeding fifty (\$50.00) dollars.

### ILLINOIS SPECIAL STATE REQUIREMENTS

You may cancel this Agreement by written notice to the dealer and you will receive a refund as follows: Notice within thirty (30) days after its purchase and no service has been provided -a full refund; after thirty (30) days, a pro-rata refund based on term or miles, whichever is greater. The Administrator is responsible for honoring requests for cancellation and refunds. A cancellation fee of \$50.00 or ten (10%) percent of the Agreement purchase price, whichever is less, will be deducted from all refunds. If you financed this Agreement, the refund may be paid to the Agreement holder, the assignee, or lien holder of record, or both.

### INDIANA SPECIAL STATE REQUIREMENTS

Purchaser's proof of payment to the issuing dealer for this Agreement shall be considered proof of payment to the Insurance Company which guarantees Obligor's obligations to Purchaser, providing such insurance was in effect at the time Purchaser purchased this Agreement.

## IOWA SPECIAL STATE REQUIREMENTS

This Agreement is subject to rules administered by the Iowa Insurance Division. You may call the Insurance Division at 515-281-4441. Written inquiries or complaints should be mailed to the following address: Iowa Insurance Division, Lucas State Office Building, Second Floor, Des Moines, IA 50319.

You may return this Agreement to the seller for a full refund of the Agreement price within ten (10) days after delivery if the Service Agreement was delivered at the time of sale, provided there has been no claim(s) filed under this Agreement.

You may return this Agreement to the seller for a full refund of the Agreement price within twenty (20) days of National Auto Care mailing this Agreement to you, provided there has been no claim(s) filed under this Agreement. A ten (10%) percent penalty per month shall be added to a refund that is not made within thirty (30) days of the return of the Agreement to the seller or to National Auto Care.

## KANSAS SPECIAL STATE REQUIREMENTS

Lost Key/Lockout and Tire Service are not available.

## MASSACHUSETTS SPECIAL STATE REQUIREMENTS

Chapter 90, Section 7N1/4 of the General Laws of Massachusetts require 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 time of sale

Provides coverage for ninety (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 sixty (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 thirty (30) days or 1,250 miles, whichever occurs first.

This law may cover the vehicle you have purchased. If so, the following is added to this Agreement: In addition to the dealer warranty required by this law, you have elected to purchase this Agreement, 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 Agreement. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages, and exclusions in this Agreement apply only to this Agreement, and are not the terms of the required dealer warranty.

## MINNESOTA SPECIAL STATE REQUIREMENTS

The Alternate Dispute Resolution has been amended by adding the following: Any arbitration shall take place in the state where you reside or at any other place agreed in writing by You and National Auto Care Corporation.

The Guarantee section of this Agreement is replaced by the following paragraph.

Under this Agreement, National Auto Care Corporation has its obligations underwritten by American Reliable Insurance Company, 11222 Quail Roost Drive, Miami, Florida 33157-6596, 866-306-6694. Should the Obligor fail to pay an approved claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a direct claim against the Insurance Company. The second paragraph of the Entire Agreement section of your Agreement has been amended. "This Vehicle Service Agreement covers mechanical breakdown, and is for the sole benefit of the Agreement Holder named herein and applies only with respect to the described vehicle. This Vehicle Service Agreement shall be invalidated if there has been an inaccuracy, tampering or alteration to the odometer mileage of the vehicle, while owned by You, so that the vehicle's true and actual mileage is not shown on the odometer or cannot be determined. If the odometer become inoperable during the term of this Vehicle Service Agreement, Holder must immediately notify Administrator and within 15 days of the odometer becoming inoperable provide documentation proving that the odometer has been repaired. In no event will the obligors total liability under this Vehicle Service Agreement exceed the actual cash value of any of the covered parts and of the labor for repairs or replacement thereof, or the actual cash value of the described vehicle less the applicable deductible. Cash Value to be calculated as of the most recent repair date using a Nationally Published estimating guide, using the agreement holder's address of residence and zip code." Required Maintenance – To maintain Your Vehicle, You should always follow Your owner's manual instructions, as it is full of information that applies directly to Your Vehicle. For Used Vehicles - if the owner's manual did not come with the sale of the Vehicle, You must follow the maintenance schedule listed below. You should perform these procedures at a minimum and coverage will be in force.

The coverages listed below are provided to you by the dealer at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows:

Used vehicles with less than 36,000 miles at the time of sale. Provides coverage for sixty (60) days or 2,500 miles, whichever occurs first. Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale. Provides coverage for thirty (30) days or 1,000 miles, whichever occurs first. All coverage provided for your Vehicle under this Agreement shall exclude coverage currently in force under any express warranty providing the same coverage for such Vehicle as outlined above.

Exclusion section of your Agreement has been amended, Items 7, 9, 12, 14 and 19 have been deleted in its entirety.

Item 3 has been deleted and replaced with; "Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel, improper lubricants or improper engine adjustments. Any mechanical breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, lack of lubrication in cylinders." Item 15 has been deleted and replaced with; "Battery, hoses, belts, tires, wheels, wheel covers, light bulbs, sealed beams, lenses, shock absorbers, seat belt systems, exhaust systems /catalytic converters, brake rotors, brake drums, brake shoes, brake pads, speakers, cellular phones, upholstery, paint, glass, trim, moldings, weather strip, body panels, sheet metal, bumpers, convertible top, assemblies, vinyl top, water leaks, air leaks, physical damage, carburetors Any equipment not installed by the manufacturer."

Item 18 has been deleted and replaced with; "Accidental loss or damage, collision or upset, falling missiles or objects, fire, theft, larceny, hail, explosion, lightning, earthquake, windstorm, water, malicious mischief, vandalism, riot, civil commotion, negligence or misuse."

Cancellation section of your Agreement has been amended, National Auto Care will deduct any outstanding balance on your account from the amount of the purchase price that is earned by National Auto Care when calculating the refund amount. National Auto Care will not impose a cancellation fee for such cancellation.

## MISSISSIPPI SPECIAL STATE REQUIREMENTS

The Arbitration section this agreement is deleted in its entirety.

## MISSOURI SPECIAL STATE REQUIREMENTS

You may return this Agreement to the Administrator for a full refund of the Agreement price within twenty (20) days of the Administrator mailing this Agreement to you, or within ten (10) days if the provider supplies a copy to you, provided there has been no claim(s) filed under this Agreement.

A ten (10) percent penalty per each thirty (30) day period shall be added to a refund that is not made within thirty (30) days of return of the Agreement to the Administrator.

The administrator of this Agreement shall mail a written notice to the Agreement holder within fifteen (15) days of the date of termination.

## NEBRASKA SPECIAL STATE REQUIREMENTS

In no event will the obligors total liability under this Vehicle Service Agreement exceed the actual cash value of any of the covered parts and of the labor for repairs or replacement thereof, or the actual cash value of the described vehicle less the applicable deductible. Cash Value to be calculated as of the most recent repair date using KELLY BLUE BOOK, a Nationally Published estimating guide, using the agreement holder's address of residence and zip code. The Service Agreement provides benefits for "Mechanical Breakdown" and "Wear and Tear" of "Covered Parts" installed by the vehicle manufacturer.

The total purchase price to be paid by a Service Agreement holder may be paid in cash in a single payment, or may be financed through the seller of this service agreement.

## NEVADA SPECIAL STATE REQUIREMENTS

Cancellation - Refund Calculation: If no claim has been made under this Agreement, You may return this Agreement within twenty (20) days of the date the Agreement was mailed to You, or within ten (10) days of delivery if the Agreement was delivered to You at the time of sale, whichever is less. In such a case, this Agreement will be null and void and We will refund You the full amount of the purchase price of this Agreement. This right to void the Agreement is not transferable and applies only to the original Agreement purchaser. This Agreement is not renewable. If You cancel this Agreement otherwise, You will be provided a refund less a service charge of forty-five dollars (\$45.00). A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days after return of the Agreement to Us.

Cancellation - Amendment: If We cancel this Agreement 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. After this Agreement has been in effect for seventy (70) days, we will not cancel this Agreement, except for the following reasons, before the expiration of this Contract or one (1) year after the effective date of this Agreement, whichever occurs first.

(a) Failure by You to pay an amount when due;

(b) Your conviction for a crime which results in an increase in the service required under this Agreement;

(c) Discovery of fraud or material misrepresentation by You in obtaining this Agreement, or in presenting a claim under this Agreement; (d) Discovery of: (1) An act or omission by You; or (2) A violation by You of any condition of this Agreement, which occurred after the effective date of this Agreement and which substantially and materially increase the service required under this Agreement; or (e) A material change in the nature or extent of the required service or repair



which occurs after the effective date of this Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued or sold.

(f) If we cancel the Agreement for any of the above reasons, We will refund to You the unearned portion of the purchase price. We will deduct any outstanding balance on your account from the amount of the purchase price that is earned by Us when calculating the refund amount. We will not impose a cancellation fee for such cancellation.

### **NEW HAMPSHIRE SPECIAL STATE REQUIREMENTS**

Emergency Repairs: Should an emergency occur which requires a breakdown repair be made at a time when the Administrator's office is closed, you must call the Administrator's office on the date of failure. This contact will electronically register your call. If such repair is determined to be covered by this Agreement, you will be reimbursed based on standard industry pricing.

In the event you do not receive satisfaction under this Agreement, you may contact the New Hampshire Insurance Department, 211 South Fruit Street, Suite 14 Concord NH 03301. 800-852-3416

The Alternative Dispute Resolution Section of this Agreement is amended to include: Any civil action or any alternative dispute resolution procedure brought in connection with this Agreement shall be brought in the courts of New Hampshire

The fees for Transfers and Cancellations are waived.

### **NEW MEXICO SPECIAL STATE REQUIREMENTS**

You may return this Agreement to the Administrator for a full refund of the Agreement price within thirty (30) days of the Administrator mailing this Agreement to you, or within ten (10) days if the provider supplies a copy to you, provided there has been no claim(s) filed under this Agreement. A ten (10) percent penalty per each thirty (30) day period shall be added to a refund that is not made within sixty (60) days of return of the Agreement to the Administrator. No cancellation of this Agreement is effective until at least fifteen (15) days after notice of cancellation is mailed to the Agreement holder. This Agreement, if in effect for at least seventy (70) days, may not be cancelled by the Administrator before the expiration of this Agreement or one (1) year after the effective date, whichever comes first, except for those reasons set forth in the CANCELLATION section of this Agreement. This Agreement is not a contract of insurance.

### **NEW YORK SPECIAL STATE REQUIREMENTS**

You may return this Agreement to National Auto Care for a full refund of the Agreement price within thirty (30) days of National Auto Care mailing this Agreement to you, provided there has been no claim(s) filed under this Agreement. A ten (10%) percent penalty per month shall be added to a refund that is not made within thirty (30) days of return of the Agreement to the Administrator. Upon failure of the Administrator to perform under the service Agreement including the failure to return the unearned provider fee, the insurer shall pay all amounts that National Auto Care is legally obligated to pay under the service Agreement and will perform all contractual obligations of the Administrator.

### **NORTH CAROLINA SPECIAL STATE REQUIREMENTS**

You may cancel this Agreement at any time after purchase and receive a pro rata refund less any claims paid on the Agreement and the cancellation fee set forth in the CANCELLATION section of this Agreement, such fee not to exceed ten (10) percent of the amount of the pro rata refund, or forty five (45) dollars.

### **OKLAHOMA SPECIAL STATE REQUIREMENTS**

This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by said manufacturer or wholesale company. The administrative fee for cancellation of this Agreement will be twenty five (\$25) dollars or ten percent (10%) of the pro-rata refund amount, whichever is less. In the event the agreement is cancelled by National Auto Care, return of premium shall be based upon one hundred percent (100%) of unearned premium. You may cancel this Agreement within thirty (30) days of its purchase if no claim has been made, and receive a full refund of the service agreement retail price, with no fee assessed.

The cancellation language in the **Oklahoma Special State Requirements** supersedes the cancellation section of this agreement. Oklahoma does not regulate commercial use for service warranty contracts.

### **OREGON SPECIAL STATE REQUIREMENTS**

As used in this Agreement, "seller" shall be deemed to refer to the dealer who sold the motor vehicle that is the subject of this Agreement to the Agreement Holder.

### **SOUTH CAROLINA SPECIAL STATE REQUIREMENTS**

You may return this Agreement to the Administrator for a full refund of the Agreement price within twenty (20) days of the Administrator mailing this Agreement to you, or within ten (10) days if the provider supplies a copy to you, provided there has been no claim(s) filed under this Agreement. A ten (10) percent penalty per month shall be added to a refund that is not made within forty-five (45) days of return of the Agreement to the Administrator.

### **TEXAS SPECIAL STATE REQUIREMENTS**

The original, Agreement holder may return this Agreement within twenty (20) days of receipt of the Agreement, if no claim has been made under the Agreement and obtain a refund of the full purchase price of the Agreement, and the Agreement will be void. A ten (10) percent penalty per month shall be added to a refund that is not made within forty-five (45) days of return of the Agreement to the Administrator.

Questions and unresolved complaints providers may be addressed to the Texas Department of Licensing and Regulation P.O. Box 12157, Austin TX. 12157. (512) 463 2906

### **UTAH SPECIAL STATE REQUIREMENTS**

Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guarantee Association. Obligations of the provider under this Service Agreement are insured under a Service Agreement insurance policy.

The following additional provision applies to Service Agreements purchased in Utah:

Under the **CANCELLATIONS SECTION** of THIS Agreement, paragraph ONE (1) is deleted and replaced with the following:  
may cancel this AGREEMENT based on one or more of the following reasons:

- a. non-payment of the AGREEMENT Purchase Price;
- b. a material misrepresentation made by YOU; or
- c. a substantial breach of contractual duties, conditions, or warranties by you under this AGREEMENT relating to the vehicle or its use, or
- d. substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into this AGREEMENT.

Notice of cancellation for nonpayment of the purchase price of this Service Agreement 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. If the reason for cancellation is not provided on the notice, we will send by first class mail or deliver that information within ten (10) working days after receipt of a written request by the Agreement holder.

The total purchase price to be paid by a Service Agreement holder may be paid in cash in a single payment, or may be financed through the seller of this Service Agreement. The following additional provision applies to Service Agreements purchased in Utah: Notice of cancellation for non-payment of the purchase price for this Service Agreement will be in writing and will be effective ten (10) days after the delivery or first class mailing of the notice of cancellation to the Service Agreement holder.

The failure by the Service Agreement holder to give any notice or claim required under this Service Agreement within a time period specified in this Service Agreement does not invalidate such notice or claim if the Service Agreement holder shows National Auto Care that it was not reasonably possible to give such notice or file such claim within the prescribed time and that such notice or claim was filed as soon as reasonably possible.

Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of (THE AMERICAN ARBITRATION ASSOCIATION or other recognized arbitrator), A copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both you and the company. The arbitration award may include attorney's fees if allowed by state and may be entered as a judgment in any court of proper jurisdiction.

The Service Agreement or Warranty is subject to limited regulation by the Utah Insurance Department. To File a Complaint contact the Utah Insurance Department.



## VERMONT SPECIAL STATE REQUIREMENTS

The original Agreement holder may return this Agreement within twenty (20) days of receipt of the Agreement, if no claim has been made under the Agreement and obtain a refund of the full purchase price of the Agreement. Any civil action brought in connection with this Agreement must be brought in the courts of Vermont.

## WISCONSIN SPECIAL STATE REQUIREMENTS

There is an insurance policy in force which guarantees the Administrator's performance of its obligations under this Agreement. Should the Administrator fail to pay an approved claim within 60 days after proof of loss has been filed, the Agreement Holder is entitled to make a direct claim against American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6596.

THIS SERVICE AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The service Agreement purchaser may, within fifteen (15) days of the delivery of the service Agreement, reject and return the service Agreement for a full refund less a \$45.00 cancellation fee.

The CLAIMS PROCEDURE IN THE EVENT A MECHANICAL BREAKDOWN section has been amended: The Agreement holder is not required to obtain prior authorization from the Administrator for covered repairs. The notice of loss, and all repair documentation should be forwarded to the Administrator as soon as reasonably possible. Notice of loss may be filed up to one year from the date of loss. The maximum amount reimbursed for covered repairs will be determined by the terms of the Agreement.

IN THE EXCLUSIONS SECTION, EXCLUSION NUMBER (1) ONE IS AMENDED: The Agreement Holder is not required to obtain prior authorization. Arbitration-This section is deleted in its entirety.

## WYOMING SPECIAL STATE REQUIREMENTS

General Provisions, Cancellations, Refund calculations are deleted and replaced with the following:

You may return this Agreement within thirty (30) days of the date the Agreement was mailed to you, or ten (10) days of delivery if the Agreement was delivered to you at the time of sale, whichever is less. In such a case, if no claim has been made, this Agreement will be only void and National Auto Care will refund you the full amount of the purchase price of this Agreement. This right to void this Agreement is not transferable and applies only to the original Agreement purchaser. If this Agreement is otherwise cancelled a pro rata refund will be delivered, minus a forty-five (\$45) dollar service fee. A ten (10%) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service Agreement to the provider. A notice of cancellation will be mailed to the Agreement holder's last known address at least ten (10) days prior to cancellation of this agreement by the Administrator for any reason other than: non payment of fees, material misrepresentation by the Agreement holder, or substantial breach of duties by the Agreement holder relating to the vehicle listed on the application portion of this agreement.

Arbitration-This section is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this Agreement, or breach of thereof, shall be settled by arbitration in accordance with the provisions of the WYOMING UNIFORM ARBITRATION ACT, a separate Agreement stating the provisions will be supplied by the Administrator in the event of an arbitrated complaint. This Agreement must be signed by the Agreement Holder and the Administrator.

### Alternative Dispute Resolution

THE AGREEMENT HOLDER AND OBLIGOR HEREBY AGREE THAT ALL DISPUTES, CLAIM, OR CONTROVERSIES OF ANY KIND OR NATURE BETWEEN THE PARTIES, ARISING OUT OF ANY WAY RELATED TO THIS AGREEMENT, ITS PERFORMANCE, INTERPRETATION OR BREACH SHALL BE RESOLVED EXCLUSIVELY BY USE OF THE ALTERNATIVE DISPUTE RESOLUTION MECHANISMS SET FORTH BELOW:

1. Good faith efforts-The parties shall initially engage in good faith efforts to negotiate any claim or controversy by oral or written communications. If the communications are oral, they should be thereafter confirmed in writing and delivered to the other party.
2. Mediation-if negotiation efforts are not successful, the parties shall engage in mediation pursuant to the American Arbitration Association (AAA) Commercial Mediation Rules, or such other rules governing mediation as the parties may agree to use.
3. Arbitration- If mediation efforts are not successful, the parties shall arbitrate any claim or controversy. The arbitration shall be conducted pursuant to the AAA Commercial Arbitration Rules or such other rules governing arbitration as the parties may agree to use. The result of such arbitrations shall be final and binding upon the parties.
4. Costs-The cost of the above-described mediation shall be borne equally by the parties. The cost of the above-described arbitration shall be borne by the party against whom the arbitration award is issued. IN EITHER EVENT, EACH PARTY SHALL PAY THE COSTS OF THEIR OWN ATTORNEY'S FEES AND ASSOCIATED COSTS.
5. Arbitration under State Law-To the extent that a court determines that the U.S. Arbitration Act is not applicable to this Agreement, the parties agree to arbitrate pursuant to the provisions of the applicable state law regarding liability-if arbitration of liability is enforceable under the appropriate state law. If not, the parties nevertheless agree to arbitrate, pursuant to the provisions of the applicable state law, the measure of the amount of damages to which either party may be entitled under the provisions of the appropriate state law.

THE PARTIES UNDERSTAND AND AGREE (i) THAT EACH OF THEM IS WAIVING RIGHTS TO PURSUE REMEDIES IN COURT INCLUDING THE RIGHT TO A JURY TRIAL; (ii) THAT PRE-ARBITRATION DISCOVERY IN AND DIFFERENT FROM COURT PROCEEDINGS; (iii) THAT THE ARBITRATOR'S AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING; AND (iv) EITHER PARTY'S RIGHT TO APPEAL OR SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.

### National Auto Care Corporation PRIVACY POLICY

The Gramm-Leach Bliley (GLB) Act, which deals in part with how financial institutions treat nonpublic financial information ("information"). National Auto Care is committed to maintaining the trust of our customers. We maintain that trust by keeping information about our customers in a secure environment and using that information in conformance with this policy.

This policy outlines the types of information National Auto Care collects and the kinds of companies with whom we may share such information. These examples are illustrative only. In addition, Agreement Holder may have other privacy protection under state law. NAC will comply with applicable state law regarding information about Agreement Holder.

National Auto Care reserves the right to modify or supplement this policy at any time. If we make any changes, we will provide current customers with a revised notice.

### INFORMATION NATIONAL AUTO CARE MAY COLLECT

- Information National Auto Care receives from Agreement Holder, or is provided to us on Agreement Holder's behalf, on applications and other forms, such as Agreement Holder's name, address, telephone number, lender's name, finance agreement term and vehicle information;
- Information about Agreement Holder's transactions with NAC, our affiliates, or others;
- Information will be provided as National Auto Care deems appropriate to determine eligibility, to process claims, as authorized by Agreement Holder, or as otherwise permitted or required by law.

### INFORMATION NATIONAL AUTO CARE MAY DISCLOSE, TO WHOM WE MAY DISCLOSE, DISCLOSURES PERMITTED BY LAW, AND DISCLOSURES FOR JOINT MARKETING AND SERVICING

- National Auto Care restricts access to the information to authorized individuals who need to know this information to provide service and products to Agreement Holder, or to administer Agreement Holder's account. National Auto Care uses physical, electronic and procedural security measures designed to protect our customer information. We also train our employees about the meaning and requirements of National Auto Care's policy for information security and confidentiality.
- National Auto Care does not disclose this information about current customers or any former customers to anyone, except as permitted by law.
- The law permits NAC to share this information with our affiliates and other affiliated service providers.
- The law also permits National Auto Care to share information with companies that perform marketing services for National Auto Care, or other institutions that have joint marketing agreements with NAC, such as the dealer where Agreement Holder purchased the vehicle and applied for the NAC vehicle service agreement.

Agreement Holder does not need to do anything as a result of this notice. It is meant to inform Agreement Holder of how National Auto Care collects, shares, and safeguards Agreement Holder's nonpublic financial information, and is not a part of the vehicle service agreement.

**Questions? Call Administrator at 1-800-548-1875.**

Thank you for this opportunity to clarify National Auto Care's privacy policy as a result of this law.

National Auto Care Corporation