



**BRAKE SYSTEM:** Limited to Master Cylinder, Power Assist Booster, Hydro-Boost Brake Booster, Combination Valve, Proportioning Valve, Hydraulic Steel Lines, Disc Brake Calipers, Wheel Cylinders, Backing Plates and Anti-Lock Brake System Limited to: Anti-Lock Module, Hydraulic Booster Assembly, Hydraulic Pump Motor, Solenoid and Return Flow Pump (**sensors and relays are Excluded**).

**ELECTRICAL SYSTEM:** Limited to Alternator, Voltage Regulator, Starter Motor, Starter Solenoid, Electric Fuel Pump, Engine Cooling Fan Motor, Front/Rear Wiper Motor, Door Window Motors, Heater Blower Motor, Power Antenna Motor, Power Seat Motors, Factory Installed Sun Roof Motor, Power Door Lock Actuators, Convertible Top Motor. The Following Manually Operated Switches: Cruise Control Switch, Window Motor Switch, Seat Motor Switch, Sun Roof Motor Switch and Convertible Top Motor Switch.

**AIR CONDITIONING UNIT:** Limited to VEHICLE Manufacturer's Unit, Compressor, Clutch and Pulley Assembly, Condenser, Evaporator, Accumulator, Receiver Dryer, Expansion Valve, Orifice Tube, Electronic Climate Control Programmer, High/Low Pressure Control Switch, Heater Core and Condenser Fan Motor.

**ELECTRONIC PARTS:** Limited to Instrument Cluster (Containing: Speedometer, Tachometer and Oil Pressure, Fuel, Volt and Temperature Gauges), Electronic Ignition Module, Coil, Main Engine Computer/Processor, Retard Vacuum Switch, Anti-Detonation Sensor, Cruise Control Servo, Transducer/Module.

**SEALS AND GASKETS ONLY APPLY TO VEHICLES WITH 80,000 MILES OR LESS AT TIME OF VEHICLE SALE.**

**SEALS AND GASKETS: Coverage applies to above listed components only. Minor loss of fluid or seepage is considered normal and is not considered a MECHANICAL BREAKDOWN.**

#### **PURCHASER'S RESPONSIBILITIES AND MAINTENANCE REQUIREMENTS**

The PURCHASER acknowledges he/she has read, understands and accepts the terms and conditions of this CONTRACT, and has not relied upon the statements or promises of any person unless expressly stated in this CONTRACT. It is the PURCHASER'S responsibility to retain and have available upon request, all service records and/or receipts for proof of purchase for services and required materials. To receive the full benefits of this CONTRACT, the PURCHASER must follow the manufacturer recommended maintenance schedule or must have the VEHICLE serviced as follows:

1. Every 3 months or 3,000 miles, change engine oil and oil filter, lubricate and service chassis, steering linkage and check all fluids.
2. Every 12 months or 12,000 miles, replace air filter, replace fuel filter.
3. Every 24 months or 24,000 miles, repack serviceable front and/or rear wheel bearings, change transmission fluid and filter.
4. Every 30,000 miles, change engine coolant.
5. It is the PURCHASER'S responsibility to check fluid levels on a weekly basis.

**IF CONTAMINATION OF LUBRICANTS OR FLUIDS OCCURS, IMMEDIATE SERVICING IS REQUIRED.**

#### **EXCLUSIONS FROM COVERAGE**

This CONTRACT does not provide coverage for:

1. ANY LOSS/ EXPENSE FROM THE REPAIR AND/OR REPLACEMENT OF A LISTED PART NOT AUTHORIZED BY THE ADMINISTRATOR.
2. A BREAKDOWN occurring to a VEHICLE operated outside the United States of America or Canada.
3. The cost for maintenance services and the parts required (i.e. engine oil, lubricants, filters, fluids, spark plugs, belts, hoses, thermostats or the like) or any part not required in connection with the authorized repair or replacement of a listed part.
4. The cost of diagnostic inspection, disassembly and/or reassembled, if the inspection determines that the failure was not a BREAKDOWN under the terms and conditions of this CONTRACT.
5. The cost of repair to correct poor performance, low compression and/or oil consumption (i.e. pistons, piston rings, cylinder tapers, valves, valve guides, valve seals and valve seats). Damages caused to the above listed parts by pre-detonation or detonation are not considered a BREAKDOWN under the terms and conditions of this CONTRACT.
6. A BREAKDOWN of a listed part resulting from the PURCHASER'S refusal to previously perform reasonable repairs recommended by the repair facility or ADMINISTRATOR.
7. Excessive cost to repair or replace a listed part. Reasonable cost being: Manufacturer's suggested retail price on parts and labor hours determined by a flat rate labor manual (i.e. Chilton) multiplied by the customary regional labor charge for the repair/replacement of a listed part.
8. Loss caused by a failure to properly operate or care for the VEHICLE (before or after a BREAKDOWN occurs) including: negligence, damage, misuse, abuse, using the VEHICLE for competitive driving, racing or off road trails or pulling a trailer exceeding the manufacturer's rated capacity of the VEHICLE.
9. For any BREAKDOWN caused by overheating (regardless of the cause), freezing, inadequate coolant, lubricants or fluids, or any BREAKDOWN to a listed part resulting from contamination of fluids, rust, corrosion, foreign material, sludge or carbon deposits.
10. If there are modifications to the VEHICLE not recommended by the manufacturer done before or after the effective date of this contract and that modification results in a failure of a covered part, that covered part is not eligible under this contract.
11. Repairs needed because of modifications not authorized BY THE MANUFACTURER INCLUDING improper tire/wheel size.
12. Loss or expense to the VEHICLE, when the odometer is inoperative or stopped, improper recorded calculation, tampered with or altered.
13. Repair or replacement of a listed part to correct conditions that existed prior to the inception date of this CONTRACT.
14. Repair/replacement of any part(s) while covered by any Manufacturer's Warranty, a repairer's guarantee or by an insurance policy, which shall be responsible for such repairs whether collectible or not.
15. Repair or replacement of any part not supplied by the factory and/or does not meet or exceed factory specifications.
16. Collision or upset, breakage of glass, missile, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, vandalism, riot or civil commotion, lightning, nuclear contamination, smoke, bodily injury or property damage arising or allegedly arising from a defect of a listed part.
17. Ineligible vehicles: Any vehicle used for rental, shuttle, taxi, limousine service, delivery or hauling services, newspaper or mail delivery, police or law enforcement services, fire, ambulance or emergency services or other public service vehicles, security services, oil field vehicles, cable or line installation/removal vehicles. Any vehicle equipped with dump bed, towing equipment, snow plow, cherry pickers, lifting or hoisting equipment (excluding handicap lifts), step van, high-cube van or box bodies or motor homes. Any grey market vehicles, salvaged or branded title vehicle or vehicles where the manufacturer's warranty has been voided or rescinded. All Limited Production and/or Exotic vehicles that are considered high performance, including, but not limited to all models of Alfa Romeo, Daewoo, Jaguar, Peugeot, Porsche, Renault, Sterling, Yugo, Hummers, Land Rovers, Range Rovers and Vipers. The Mercedes Maybach and the Mercedes 500 and 600 series, the BMW 600, 700, 800, Z3, Z4, Z8 and M series, the Ford GT, the Mitsubishi 3000GT, the Mitsubishi VR4. Rental vehicles, motor homes, RV's. Any vehicle manufactured as a cab or chassis or over one ton or over 13,000 lbs. GVWR. Vehicles sold by other dealers, lessors or private parties. Any vehicle considered a Classic (older than 20 years) or any diesel vehicle older than 1990. Any vehicle which has been mechanically modified from the original manufacturer's specification. All commercial use vehicles.
18. Consequential damage: Defined as damage created to non-listed parts by a listed part BREAKDOWN.

**LIMIT OF LIABILITY:** The total of all benefits paid or payable under this CONTRACT shall not exceed the price the PURCHASER paid for the VEHICLE (excluding taxes, license and fees). In no event will the liability, for each MECHANICAL BREAKDOWN under this CONTRACT, exceed the actual cash value of the VEHICLE (based on the current NADA trade-in value) at the time immediately preceding the MECHANICAL BREAKDOWN. The PROVIDER'S liability for incidental and consequential damages including, but not limited to, loss of use of specified VEHICLE or resulting inconvenience, loss of time, storage charges, lodging, other travel cost, income, maintenance, or from the breach of any implied warranties arising by law, is expressly excluded. The PROVIDER may direct termination of this CONTRACT, if the operation of the VEHICLE fails to comply with the terms and conditions of this CONTRACT.

**TRANSFER PROCEDURE:** This CONTRACT provides transfer benefits for the original PURCHASER and the specified VEHICLE only. The CONTRACT is transferable one time, subject to a fifty dollar (\$50.00) transfer fee, provided: A) the VEHICLE has less than 80,000 miles at time of sale/transfer; B) transfer is being made from original PURCHASER to a subsequent private owner (it may not be transferred to a dealer or the customer of a dealer); C) proof of transfer of the remaining Manufacturer's Warranty is provided; D) acceptable documentation that the VEHICLE was maintained in accordance with the "Maintenance Requirements" of this CONTRACT. Contact the ADMINISTRATOR at 1-877-238-3417 for instructions to receive this benefit. Submission must be completed within thirty (30) days of sale of VEHICLE.

Registration No.

Serial No.

**CANCELLATION PROCEDURES:** This CONTRACT provides cancellation benefits for the original PURCHASER/LENDER/PROVIDER only. The PURCHASER/LENDER/PROVIDER may cancel this CONTRACT at any time, including when a loss of the CONTRACT occurs or when you sell the VEHICLE without transfer of this CONTRACT. Written notice to the Purchaser will be mailed within fifteen (15) days of cancellation. To cancel, you must submit a written request and return this CONTRACT to the Selling Dealer or directly to US. In the event a request from the PURCHASER/LENDER/PROVIDER is made within sixty (60) days of purchase and no claims have been filed, a flat cancellation will be allowed. If the PURCHASER/LENDER/PROVIDER requests a cancellation after sixty (60) days or has filed a claim, the ADMINISTRATOR agrees to calculate and make available a pro-rata refund percentage figure based on time or mileage, whichever refund is less, less any claims paid. The PROVIDER and SELLER agree to return their respective portions of the pro-rata refund to the PURCHASER/LENDER/PROVIDER. In the event of a lien the LENDER will be named as co-payee on the refund check. The LENDER will be the sole payee when the collateral has been repossessed or is a total loss. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days. All cancellations are subject to a fifty dollar (\$50.00) cancellation fee, except flat cancels. For GMAC financed contracts that are cancelled within thirty (30) days of purchase, the cancellation fee is waived. TO CANCEL THIS CONTRACT: A) return to the Selling Dealer; B) surrender the original copy of this CONTRACT; C) provide an affidavit stating the odometer reading at time of request. If this is not possible, contact the ADMINISTRATOR at 877-238-3417 for assistance.

#### WHAT TO DO IN THE EVENT OF A BREAKDOWN

##### PURCHASER

1. Return the VEHICLE to the selling dealer.
2. If the VEHICLE cannot be returned to the selling dealer, take the vehicle to the nearest franchise dealership. In the event that we are unable to obtain favorable conditions for the repair of covered failures at a particular repair facility we reserve the right to prohibit the use of that facility for providing covered repairs. In any such case, at your request, we will assist you to identify alternative repair facilities that will provide you with favorable conditions for the repair of any covered failure.
3. Provide the dealer/repair facility with your CONTRACT and ensure that prior authorization is obtained from the ADMINISTRATOR. We reserve the right to require an inspection of Your Vehicle prior to repairs.
4. Within 90 days, mail necessary documentation to ADMINISTRATOR for authorized reimbursement.

##### REPAIR FACILITY

1. The repair facility must contact the ADMINISTRATOR before working on the VEHICLE to verify coverage and obtain prior authorization.
2. Obtain the PURCHASER'S authorization for inspection and disassembly to determine the cause of the BREAKDOWN.
3. Obtain a claim authorization number from the ADMINISTRATOR prior to any repairs.

Failure to follow the above procedures shall NULLIFY THE CLAIM, and cost incurred may not be recoverable.

IF THE PURCHASER RELOCATES, HAS A CLAIM WHILE TRAVELING, OR REQUIRES ASSISTANCE OR ADDITIONAL INFORMATION, CALL THE ADMINISTRATOR.

**ARBITRATION:** If You and We fail to agree on any matter concerning this Contract, we each hereby agree to submit to have the matter settled through arbitration. Utilizing the STREAMLINED ARBITRATION RULES OF THE NATIONAL ARBITRATION ASSOCIATION, You and We will each select an arbitrator and the two arbitrators selected in this fashion will select a third arbitrator. The decisions of any two of the three arbitrators is final and will be binding upon You and Us.

**OUR RIGHTS TO RECOVER FUNDS PAID ON YOUR BEHALF:** If You have a right to recover any funds that We have paid under this Contract, You hereby assign those rights to us. Your rights become our rights and you agree to do whatever is necessary to enable Us to enforce those rights. We shall be entitled to retain only funds that reimburse our actual costs and only after You are fully compensated for Your loss.

##### EMERGENCY ROADSIDE ASSISTANCE:

The following Emergency Roadside Services will be provided for you on the covered vehicle up to a maximum of **\$75.00** per occurrence. The Obligor and administrator for the Emergency Roadside Services is Auto Road, Inc., P.O. Box 55698, Sherman Oaks, CA 91413.

24-hour emergency road service is provided when **Your Vehicle** is disabled as long as this **Contract** is in effect and is available only by calling **1-888-567-8655** (limit one tow per disablement). Please provide the dispatcher with **Your Account Number of 130030**. Emergency road service consists of:

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

**Tire Service:** Changing an inflated spare from tire to wheel.

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

**Delivery Service:** Delivery of an emergency supply of gasoline, oil or water and other accessories and supplies as may be required and available. Cost of materials being delivered will be paid by **You**.

**Towing Service:** When a vehicle is disabled, it can be towed up to 35 miles to a destination of **YOUR** choice by an authorized towing service, up to the program limits of **\$75 per occurrence**.

**Locksmith Service:** If keys are locked inside **Your Vehicle**, a locksmith will be dispatched for service.

##### TRIP INTERRUPTION:

In the event of a mechanical **Breakdown** occurring more than 100 miles from your home and caused by a part covered by this Agreement, even a part covered by this Agreement that is also covered by the manufacturer's warranty, you may receive up to \$50 per day up to 3 days for meals and lodging. Contact 1-800-993-8473.

##### ELIGIBILITY:

There is a thirty (30) day elimination period from the contract purchase date before coverage begins.

In the event a **Breakdown** occurs and **Your Vehicle** becomes inoperative during evening/night hours, holiday or weekend, **You** have the authority to have the vehicle repaired under "Emergency Status" not to exceed four hundred dollars (\$400.00). **You** must obtain from the repair facility, proper documentation relating to the vehicle and performed repairs. **You** must then contact the **Administrator** the next business day by calling the **Administrator** phone number listed on the face of the contract to determine coverages under the terms and conditions of this **Contract**. Only reasonable and customary costs will be paid.

If any representation has been made to **You** that **You** would receive a refund of the **Contract** purchase price if **You** made no claims during the **Contract** term, such representation was made without the consent of the **Administrator** (Mechanical Breakdown Protection, Inc. "MBPI") and is not binding on the **Administrator**. MBPI **does not** offer a cost refund of the **Contract** price after the **Contract** term has expired if no claims are made.