

**THE PEACE OF MIND
YOU WANT, WITH THE
PROTECTION YOU NEED**



POWERTRAIN LIMITED WARRANTY

CONTRACTOR / SERVICE PROVIDER

United Car Care, Inc. P.O. Box 3988 Greenwood Village, CO 80155-3988

WARRANTY NO.

PB151243

PRIMARY LIMITED WARRANTY HOLDER

TEST, TEST
123 TEST
TEST, CA 11111
(111) 111-1111
TEST@TEST.COM

SECONDARY LIMITED WARRANTY HOLDER

N/A

VEHICLE INFORMATION

VIN / VEHICLE 5J8YD4H07LL024741 / 2020 ACURA MDX

EFFECTIVE DATE: 03/28/2023

EFFECTIVE ODOMETER: 1000

TERM: 12/12k

COVERAGE EXPIRES ON 03/28/2024 OR WHEN THE ODOMETER

COVERAGE: MAJOR - POWERTRAIN

REACHES 13000 MILES, WHICHEVER OCCURS FIRST.

DEDUCTIBLE: \$100 Disappearing Deductible

ISSUING DEALER: NIELLO DEMO 1.15 1481 RIVER PARK DR SACRAMENTO, CA 95815-4501

I ACKNOWLEDGE THAT THE DEALER HAS EXPLAINED THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY AND HAS PROVIDED ME WITH A COPY OF THIS LIMITED WARRANTY.

(SIGNATURE OF PRIMARY LIMITED WARRANTY HOLDER)

(SIGNATURE OF SECONDARY LIMITED WARRANTY HOLDER)

POWERTRAIN LIMITED WARRANTY

(Named Component Coverage)

THESE PARTS ARE COVERED:

- 1. ENGINE:** Engine block, rotor housing, cylinder heads, thermostat and all internally lubricated parts including: crankshaft, rod and main bearings, camshaft, cam bearings, connecting rods, wrist pins, pistons, piston rings, valves and valve guides, valve retainers, hydraulic or solid lash adjusters, rocker arms, push rods, cam followers, timing chains and gears, balance shafts and bearings; oil pump assembly; timing belt and tensioner; timing chain cover; valve cover; water pump; fuel pump; diesel injector pumps. All internally lubricated parts within the supercharger/turbocharger housing; waste gate; waste gate actuator; supercharger drive pulley; exhaust manifold. The oil pan is covered only if damaged by the failure of an internally lubricated part.
- 2. TRANSMISSION / TRANSFER CASE:** All internally lubricated parts contained within the transmission or transfer case including: front pump, torque converter, governor, main shaft, bands, drums, gear sets, bearings, bushings, synchronizers, transfer case chain and gears, vacuum modulator valve. Transmission/transfer case housing is covered only if damaged by the failure of an internally lubricated part.
- 3. DRIVEAXLE (FRONT & REAR):** All internally lubricated parts contained within the drive axle housing; axle shafts; constant velocity joints; drive shafts; universal joints. Drive axle housing is only covered if damaged by the failure of an internally lubricated part.
- 4. SEALS AND GASKETS:** COVERAGE INCLUDES STAND-ALONE SEALS & GASKET COVERAGE FOR THE ABOVE COVERED PARTS.

ONLY THOSE PARTS LISTED HEREIN ARE COVERED PARTS; ANY PARTS NOT LISTED ARE NOT COVERED.

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TERMS AND CONDITIONS

THIS WARRANTY IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS, EXTENSIONS, EXCEPTIONS AND DEFINITIONS. NO PERSON HAS THE AUTHORITY TO CHANGE THIS WARRANTY OR TO WAIVE ANY OF ITS PROVISIONS. THIS WARRANTY IS FOR THE SOLE BENEFIT OF THE HOLDER(S) NAMED HEREIN AND APPLIES ONLY TO THE VEHICLE DESCRIBED IN THE DECLARATION PAGE OF THIS WARRANTY.

IMPORTANT NOTICE: ADMINISTRATOR's Authorization For WARRANTY Claims And Additional Benefits Is Always Required Prior To Any Services Being Performed. The ADMINISTRATOR can be reached at 1-800-571-6412 or via Fax at 303-306-1922. See Section C for additional information and instructions.

ADDITIONAL MECHANICAL BREAKDOWN WARRANTY BENEFITS.

TOWING: (Effective for the term of YOUR WARRANTY coverage.) 24-hour nationwide emergency roadside service to help YOU with the towing of YOUR VEHICLE to the nearest authorized repair facility in the event of the failure of a covered component listed above. YOU ARE REQUIRED TO CALL 1-800-571-2016 OR 1-800-380-2165 TO OBTAIN ASSISTANCE. THE MAXIMUM BENEFIT AMOUNT PAYABLE IS \$50.00 PER OCCURRENCE WITH A MAXIMUM OF EIGHT (8) OCCURRENCES PAYABLE DURING THE TERM OF YOUR WARRANTY.

DEFINITIONS

- **ADMINISTRATOR:** Means the company appointed by US to administer this WARRANTY. This company is United Car Care, Inc., P.O. Box 3988, Greenwood Village, CO 80155-3988. Telephone 1-800-571-2016, Fax 303-306-1922. See Section C for additional information.
- **COMMERCIAL VEHICLE:** Any VEHICLE that is used for livery (to generate financial income, full or part-time). See Section E.1.g regarding additional definitions, underwriting availability and exclusions.
- **WARRANTY:** Means the Vehicle Service WARRANTY YOU have been provided on the ADMINISTRATOR copy of YOUR WARRANTY. It is a WARRANTY between YOU and US.
- **SERVICE PROVIDER:** Means the entity that is responsible to perform per the Terms and Conditions of this WARRANTY (the OBLIGOR). See WE, US, OUR definition.
- **ISSUING COMPANY:** Means the Company or Entity that provided YOU YOUR WARRANTY.
- **MECHANICAL BREAKDOWN or FAILURE:** Means the MECHANICAL BREAKDOWN or FAILURE of any original or like replacement part covered by YOUR WARRANTY to work as it was designed to work in normal service, **providing it has received required maintenance as defined under Section B of this WARRANTY, "YOUR RESPONSIBILITIES", and does not include normal wear and tear.**
- **VEHICLE:** Means the VEHICLE described in YOUR WARRANTY.
- **WE, US, OUR:** Means the CONTRACTOR, OBLIGOR, or SERVICE PROVIDER named on the Declaration Page of YOUR WARRANTY.
- **YOU, YOUR:** Means the VEHICLE owner as named on the Declaration Page of YOUR WARRANTY.
- **DEDUCTIBLE:** Means the amount YOU must pay per repair visit.

A. OUR RESPONSIBILITIES

1. WE agree to repair, replace or reimburse YOU for the cost to repair or replace any of the parts covered by YOUR WARRANTY, if required, due to a MECHANICAL BREAKDOWN or FAILURE, as defined in the LIMITS OF LIABILITY, SECTION H. At OUR election, repair or replacements will be made with parts of a like kind and quality including but not limited to new, re-manufactured, exchanged, or serviceable used components. WE have the right to inspect YOUR VEHICLE and its parts at the repairing facility whenever YOU submit / request authorization for a claim.
2. The obligations of the CONTRACTOR, OBLIGOR, or SERVICE PROVIDER under this WARRANTY are guaranteed by Policy # OH113 issued by **DEALERS ASSURANCE COMPANY ("DAC"), 15920 ADDISON ROAD, ADDISON TX 75001 (1-800-282-8913).**

B. YOUR RESPONSIBILITIES

1. This WARRANTY requires VEHICLE maintenance to be performed as follows:
 - a) All VEHICLE maintenance services are to be performed as recommended by YOUR VEHICLE manufacturer. If YOU are unsure of all required VEHICLE maintenance, contact YOUR local dealer of the make of YOUR VEHICLE or the ADMINISTRATOR;
 - b) If requested, proof of required service including verifiable receipts showing date, mileage, and VEHICLE identification number of the VEHICLE at the time of service must be presented in order to have repairs begin on YOUR VEHICLE.
2. Upon customary and reasonable notice of the occurrence of a MECHANICAL BREAKDOWN or FAILURE, YOU shall protect the VEHICLE from further damage whether or not such MECHANICAL BREAKDOWN or FAILURE is covered by YOUR WARRANTY. **Any operation of the VEHICLE that results in further damage related to the original MECHANICAL BREAKDOWN OR FAILURE, shall be considered negligence on YOUR part and failure to protect the VEHICLE, which damage shall not be covered under YOUR WARRANTY. YOU are responsible for making sure that all VEHICLE fluids are full and that the oil warning light/gauge and the temperature warning light/gauge are functioning before driving the VEHICLE. YOU are required to safely pull YOUR VEHICLE off of the road and shut off the engine immediately when either of the lights/gauges indicate a problem.**

3. YOU must give authorization to an ASE Certified repair facility for tear down and inspection to diagnose a problem and it is YOUR responsibility to pay for this service in the event such charges are not subject to coverage or reimbursement under this WARRANTY. YOU are responsible for compliance with all the TERMS AND CONDITIONS stated in YOUR WARRANTY. YOU must also report all claims to the ADMINISTRATOR at time of occurrence, whether covered by YOUR WARRANTY (reimbursable) or not.

C. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE

1. Always protect YOUR VEHICLE from sustaining any additional damage. YOUR VEHICLE should be brought to a repair facility that has ASE Certified Technicians to diagnose and repair YOUR VEHICLE. If YOUR VEHICLE is within fifty (50) miles of the ISSUING DEALER, YOU should return YOUR VEHICLE to the ISSUING DEALER for service under this WARRANTY. If YOU are not sure of where to take YOUR VEHICLE for covered repairs, contact the ADMINISTRATOR for instructions: 1-800-571-2016 - Fax: 303-306-1922. All services will be paid at a rate established by the ADMINISTRATOR as defined in Section H of this WARRANTY. Authorized claim amounts will be paid either to the repair facility via OUR company credit card when repairs are completed, or paid to YOU via check for reimbursement. Mail all authorized reimbursable claims to: Service WARRANTY Administrator • P.O. Box 3988, Greenwood Village, CO 80155-3988. PRIOR AUTHORIZATION from the ADMINISTRATOR is always required prior to any services being performed under YOUR WARRANTY, except for emergency repairs. See Section C. 3 for details. Under certain conditions, YOU may be required to have the VEHICLE sent to a repair facility selected by the ADMINISTRATOR.
2. **Submitting a Claim:** After the ADMINISTRATOR has authorized a claim, YOU are responsible for payment of the DEDUCTIBLE and any items not covered by YOUR WARRANTY. Within thirty (30) days of the authorized claim, submit a legible, itemized and signed original repair order including all sublet and rental bills when applicable to the ADMINISTRATOR for claim reimbursement. (Keep a copy for YOUR records.)
3. **Emergency Repairs can be performed without prior authorization from the ADMINISTRATOR provided the loss and repair meet each of the following four criteria:**
- a) The MECHANICAL BREAKDOWN or FAILURE must prevent YOU from safely operating YOUR VEHICLE.
 - b) The need for repair is immediate and the ADMINISTRATOR'S office is closed.
 - c) The MECHANICAL BREAKDOWN or FAILURE must be of a covered part of YOUR WARRANTY.
 - d) The total cost of the repair / replacement must not exceed \$250.00.

In the event YOU need to have an Emergency Repair performed, follow these instructions: YOU must have the repair facility call the ADMINISTRATOR the next business day to report the Emergency Repair; Provide the ADMINISTRATOR with proof of maintenance upon request and cooperate in the investigation of any loss; **Retain all parts which YOU authorize a repair facility to replace**, and, if the ADMINISTRATOR requests, bring YOUR VEHICLE and the parts YOU had replaced to a repair facility of the ADMINISTRATOR'S choice for inspection; Provide the ADMINISTRATOR with proof of loss (original receipts - no photocopies) within thirty (30) days of the authorized repair.

D. SPECIAL TERMS

1. **WAITING PERIOD:** There is no waiting period for this WARRANTY.

E. WHAT IS NOT COVERED

1. **MECHANICAL BREAKDOWN OR FAILURE:**
- a) When repairs are performed without prior authorization from ADMINISTRATOR, except for emergency repairs. See Section C. 3 for details;
 - b) Caused by negligence, misuse, abuse, or YOUR failure to replace leaking seals and/or gaskets in a timely manner;
 - c) Caused by a lack of maintenance or maintenance items (i.e. constant velocity joint boot, timing belt, brake pads or shoes, filters, oil / coolant changes, etc.);
 - d) Caused by acts of nature, or by any external cause such as, but not limited to collision, fire, theft, freezing, vandalism, riot or explosion, terrorism, lightning, earthquake, windstorm, hail, volcanic eruption, water or flood, breakage of glass, falling objects, nuclear contamination, smoke or any other cause except provided herein;
 - e) Of any otherwise covered part or system that does not meet manufacturer's specifications, including modifications and/or alterations to the VEHICLE, also including MECHANICAL BREAKDOWN or FAILURE of any otherwise covered part or system that is directly or indirectly related to such part or system that does not meet manufacturer's specification or has been otherwise modified or altered; by way of EXAMPLE and not of limitation: headers, altered ignition system, altered engine management systems, free flow exhaust system, snow plows, oversized / undersized tires / wheels or lift / drop kits, regardless if VEHICLE was purchased with such.;
 - f) If YOUR VEHICLE is used for racing on or off road, competition or speed contest; or towing in excess of 2,000 lbs. unless equipped with a factory approved towing kit and auxiliary transmission cooler, and the weight of the trailer does not exceed VEHICLE manufacturer's towing specification;
 - g) Any COMMERCIAL VEHICLE is not eligible for coverage under this WARRANTY
 - h) Of any part(s), component(s), or repair(s) stated as covered by the manufacturer's full, original owner/first retail purchaser warranty for the term and mileage of such coverage to the original owner/first retail purchaser, whether collectible or not;
 - i) Covered by warranty, repairer's guarantee, other service WARRANTY, or insurance policy of any type;
 - j) That is a direct result of a defect when the manufacturer has announced a public recall for the purpose of correcting such a defect;
 - k) Due to continued operation and failure to protect the VEHICLE from further damage once a MECHANICAL BREAKDOWN or FAILURE has occurred;

- l) Of a covered part damaged by a non-covered part, or of a non-covered part damaged by a covered part;
 - m) Caused by lack of required maintenance, misuse, negligence, incorrect computer programming, contamination of coolant, fuel, fluids or lubricants; resulting from engine sludge, carbon, pre-ignition, detonation, varnish, rust, corrosion, cracked rubber / neoprene parts, dry-rot, road chemicals, abuse, alteration, or lack of proper and necessary amounts of coolant, fuel, fluids or lubricants;
 - n) That occurs prior to YOUR WARRANTY EFFECTIVE DATE, after YOUR WARRANTY expiration or for reimbursement claims authorized by ADMINISTRATOR and submitted by YOU for payment more than 30 days after the date the claim was authorized by ADMINISTRATOR;
 - o) Damage to property, injury and/or death of any person regardless if the damage or injury was caused by YOUR VEHICLE or its parts;
 - p) Due to gradual loss of performance resulting from normal operation and use (due to VEHICLE mileage / age) such as, but not limited to valve guides, valves, piston rings, transmission clutch pack discs and bands, etc. (Covered part MECHANICAL BREAKDOWN or FAILURE resulting from normal wear and tear is not covered);
 - q) Seals and gaskets are not covered UNLESS required in connection with the repair or replacement of covered components and/or parts;
 - r) Where the normal and customary manufacturer's new vehicle warranty has been determined null and void by the manufacturer;
2. Loss of time, inconvenience, bodily injury and property damage, or other incidental or consequential damage that results from VEHICLE theft, MECHANICAL BREAKDOWN or FAILURE, or any other reason.
 3. Storage and freight charges.
 4. Repair or replacement of any parts that are not listed as "Covered Parts" of this WARRANTY.
 5. The cost of diagnosis, teardown, disassembly or assembly if WARRANTY coverage cannot be applied.
 6. Any adjustments, including but not limited to any adjustment repairs necessary to correct trim fit, squeaks, rattles, idle, water leaks or wind noise.
 7. Repairs if YOUR VEHICLE is a non-U.S. specification model, is rated over 1 ton capacity (13,600 GVW), or has a title indication of salvage, junk, or other designation indicating that the VEHICLE had been stolen, wrecked, destroyed, water damaged, or otherwise to the extent that it was considered to be uneconomical to repair, or a Lemon Law buyback VEHICLE.
 8. Miscellaneous Parts:
 - a) Normal maintenance items, parts, and procedures such as, but not limited to engine tune-ups, computer programming, wheel or suspension alignment, fastening hardware (nuts, bolts, springs, brackets, etc.), injector cleaning, shop supplies, disposal fees and other miscellaneous shop charges;
 - b) Unless required as part of a covered repair: adjustments, fastening hardware, nuts, bolts, lubricants, coolants and fluids;
 - c) Any part which has not broken, but which a repair facility recommends or requires;
 - d) Manual clutch disc, pressure plate, throw-out / pilot bearings; any parts that are not specifically named herein as "Covered Parts" of this WARRANTY (See THESE PARTS ARE COVERED for Covered Parts).
 9. The repair or replacement of valves and/or piston rings for the purpose of raising the engine's compression or correcting oil consumption when a MECHANICAL BREAKDOWN or FAILURE has not occurred.
 10. Any costs if verifiable receipts as required in Section B; "YOUR RESPONSIBILITIES" are not furnished upon OUR request.
 11. Any components, parts or costs involved with updating or retrofitting covered components or systems of YOUR VEHICLE, any benefits for which the manufacturer has announced its responsibility through any means including public recalls or Factory Service Bulletins, or due to product changes, lack of product availability, or government regulations.

F. WARRANTY PERIOD

The WARRANTY begins upon the WARRANTY Effective Date and Effective Odometer as indicated on the DECLARATION PAGE and will continue for the Term as shown on the DECLARATION PAGE.

G. TERRITORY

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

H. LIMITATIONS OF LIABILITY

1. Labor Rate - The maximum hourly rate to be paid on any covered repair will be the average repair facility labor rate for the zip code area as determined by the ADMINISTRATOR.
2. Labor Time – The maximum number of labor hours that will be paid on any authorized repair will be the number of labor hours defined for the specific repair in a nationally recognized flat rate guide or the applicable factory labor guide.
3. Parts Prices – The maximum amount that will be paid for parts on all authorized repairs will be limited to manufacturer's suggested retail price.
4. The aggregate limit of liability of all claims and benefits payable under this WARRANTY shall never exceed six thousand five hundred dollars (\$6,500). YOU will be responsible for the cost of all repairs that exceed the aggregate limit of liability under this WARRANTY.
5. WE will not be liable to YOU for consequential damages or injuries, nor for any costs or expenses that provide betterment, upgrade, or enhancement to YOU or YOUR VEHICLE.
6. This limit of liability applies regardless of the cause and regardless of the legal theory asserted. There are no warranties that extend beyond the description on the face hereof. The warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed. The ADMINISTRATOR does not assume, and specifically disclaims, any liability to YOU for benefits provided herein. The liability of the ADMINISTRATOR is only to the SERVICE PROVIDER in accord with their separate agreement.

I. SUBROGATION

YOU agree that WE, after honoring a claim on YOUR WARRANTY, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN or FAILURE. **YOU shall do whatever is necessary to secure such rights.** YOU shall do nothing to prejudice such rights, and YOU shall execute and deliver to US instruments and papers required to either secure or maintain such rights. All amounts recovered by YOU for which YOU were previously reimbursed under YOUR WARRANTY shall become OUR property or the property of OUR designee and shall be forwarded to the same by YOU, up to the total amount paid by US under YOUR WARRANTY.

J. ARBITRATION

In the event of any dispute concerning the interpretation of this WARRANTY by US and/or the ADMINISTRATOR, YOU must agree that it shall be resolved in accordance with the Arbitration Rules of the Better Business Bureau ("BBB"). If YOU want a disputed matter to be resolved by BBB, YOU must notify the ADMINISTRATOR in writing within sixty (60) days of ADMINISTRATOR's final decision.

K. TRANSFERABILITY

This Limited Warranty is NON-TRANSFERABLE and expires the day the vehicle is traded, sold, declared a total loss and/or any changes of ownership occur.

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INDIVIDUAL STATE VARIANCE REQUIREMENTS

If you purchased this CONTRACT in one of the states listed below, the following additional information applies to YOUR CONTRACT:

CALIFORNIA

Section A.2 is replaced with: Performance to you under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within 60 days after your request. The name and address of the insurance company is: DEALERS ASSURANCE COMPANY ("DAC"), 240 N. Fifth Street, Suite 350, Columbus, OH 43215 (1-800-282-8913). The policy number is CA128. If you are not satisfied with the insurance company's response or if any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the California Department of Insurance at 1-800-927-4357.

YOU may cancel YOUR CONTRACT:

- By notifying the CONTRACT ADMINISTRATOR or OBLIGOR in writing within the first sixty (60) days if YOUR VEHICLE was titled by YOUR state as a new vehicle or within thirty (30) days if YOUR VEHICLE was titled by YOUR state as a used vehicle. If no claim(s) has/have been authorized, pending or paid, a refund of the full purchase price will be made. If a claim(s) has/have been authorized, pending or paid, YOUR refund will be pro rata by time or miles whichever refund amount is less. No Administrative Processing Fee will be charged.
- By notifying the CONTRACT ADMINISTRATOR or OBLIGOR in writing after the first sixty (60) days if YOUR VEHICLE was titled by YOUR state as a new vehicle or after the first thirty (30) days if YOUR VEHICLE was titled by YOUR state as a used vehicle. YOUR refund will be pro rata by time or miles, whichever refund amount is less, less an Administrative Processing Fee of 10% of the purchase price of the CONTRACT or \$25.00, whichever is less.

WE may cancel YOUR CONTRACT for non-payment of the CONTRACT purchase price, provided:

- a) WE mail YOU notice of cancellation at least five (5) days prior to the effective date of such cancellation stating that YOUR CONTRACT is cancelled because of non-payment, and
- b) WE mail YOU YOUR refund within thirty (30) days of the effective date of such cancellation. YOUR refund will be pro rata by time or miles whichever refund amount is less. No Administrative Processing Fee will be charged.

WE may cancel YOUR CONTRACT for material misrepresentation or fraud, provided:

- a) WE mail YOU notice of cancellation stating the specific nature of the misrepresentation or fraud, and
- b) WE mail YOU YOUR refund within thirty (30) days of the effective date of such cancellation. YOUR refund will be pro rata by time or miles whichever refund amount is less. No Administrative Processing Fee will be charged.

If WE cancel YOUR CONTRACT for non-payment of the CONTRACT purchase price or for material misrepresentation or fraud, WE will pay for any covered MECHANICAL BREAKDOWN or FAILURE provided such MECHANICAL BREAKDOWN or FAILURE is reported in accordance with Section C.3., "IN CASE OF MECHANICAL BREAKDOWN OR FAILURE" prior to the effective date of cancellation. YOUR refund will be pro rata by time or miles whichever refund amount is less minus the amount of any claims paid prior to the date of cancellation.

Section C.1. is amended to read: If YOUR VEHICLE is within 50 miles of the ISSUING DEALER, YOU should, but are not required to return YOUR VEHICLE to the ISSUING DEALER for service under this CONTRACT.

Section C.1. is amended with: "The maximum hourly rate to be paid on any covered repair will be the average repair facility labor rate for the zip code area as determined by the ADMINISTRATOR. The maximum number of labor hours that will be paid on any authorized repair will be the number of labor hours defined for the specific repair in a nationally recognized flat rate guide or the applicable factory labor guide. The maximum amount that will be paid for parts on all authorized repairs will be limited to manufacturer's suggested retail price. You may be required to have the VEHICLE sent to a repair facility selected by the ADMINISTRATOR at OUR cost."

Section E.1.r is replaced with: "Repair or replacement of any normally covered component(s) or part(s) to correct conditions that existed prior to YOUR CONTRACT SALE / PURCHASE DATE; "

INDIVIDUAL STATE VARIANCE REQUIREMENTS

If you purchased this CONTRACT in one of the states listed below, the following additional information applies to YOUR CONTRACT:

Section I. SUBROGATION is replaced with: YOU agree that WE, after honoring a claim on YOUR CONTRACT, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN or FAILURE. YOU shall do whatever is reasonable to enable US to enforce these rights. All amounts recovered by YOU for which YOU were previously reimbursed under this CONTRACT shall become OUR property or the property of OUR designee and shall be forwarded to the same by YOU, up to the total amount paid by US under this CONTRACT.

Section J. ARBITRATION is replaced with: In the event of any dispute concerning the interpretation of this CONTRACT by US and/or the ADMINISTRATOR, YOU agree that it shall be resolved by arbitration in accordance with the Arbitration Rules of the Better Business Bureau ("BBB"). If YOU want a disputed matter to be resolved by BBB, YOU must notify the ADMINISTRATOR in writing within sixty (60) days of ADMINISTRATOR's final decision. If YOU agree to the provisions of the BBB, YOU will not be required to waive any protections statutorily available under California law. All costs and fees associated with arbitration will comply with California Code of Civil Procedure 1284.3.

Definition "MECHANICAL BREAKDOWN or FAILURE" is replaced with the following: **MECHANICAL BREAKDOWN or FAILURE:** Means the MECHANICAL BREAKDOWN or FAILURE of any original or like replacement part covered by YOUR CONTRACT, due to normal wear and tear, **providing it has received required maintenance as defined under Section B of this CONTRACT, "YOUR RESPONSIBILITIES" and does not include worn parts that are within manufacturer tolerances.**

ROADSIDE CARE is amended to include: "As a result of MECHANICAL BREAKDOWN".

INDIVIDUAL LENDER VARIANCE REQUIREMENTS

If you purchased this CONTRACT with one of the lenders listed below, the following additional information applies to YOUR CONTRACT:

Ford Credit:

Section C.3 does not apply. In Section H, the aggregate limit of liability of all benefits payable shall never exceed the purchase price YOU paid for YOUR VEHICLE or the capitalized cost of YOUR VEHICLE if leased, whichever amount is less. Section D.1 WAITING PERIOD does not apply, if financed by Ford Motor Credit Company.

Toyota / Lexus Financial Services:

Section C.3 does not apply. In Section H, the aggregate limit of liability of all benefits payable shall never exceed the purchase price YOU paid for YOUR VEHICLE or the capitalized cost of YOUR VEHICLE if leased, whichever amount is less. Section K.2.b is replaced with "The VEHICLE is subject to inspection and transfer must take place within fifteen (15) days of ownership."

Section L. CANCELLATION is amended to include: Claims paid will not be deducted from cancellation amount, if financed by Toyota or Lexus Financial Services.

Section D.2. is replaced with the following:

Eligible vehicles includes:

- Toyota and Scion vehicles less than 3 years old and fewer than 36,000 total miles, whichever occurs first, which meets the definition of a "livery" vehicle.
- Lexus vehicles less than 4 years old and fewer than 50,000 total miles, whichever occurs first, which meets the definition of a "livery" vehicle.

A "livery" vehicle is a for-hire motor vehicle dispatched from a central facility, carrying passengers for-hire on a payment basis, and does not accept street hails from prospective passengers nor accept direct payment by a passenger.

RENTAL CAR REIMBURSEMENT section is replaced with: If YOU need a rental car due to MECHANICAL BREAKDOWN or FAILURE of a covered component of YOUR CONTRACT, YOU will be reimbursed for expenses incurred to rent a like kind vehicle, not to exceed a maximum of \$30.00 per day and a maximum of five days per incident. Should YOUR VEHICLE need to be inspected by an outside source, rental will be reimbursed for up to two days if it is determined that the MECHANICAL BREAKDOWN or FAILURE is a covered repair. Rental car benefits require Prior Authorization from the ADMINISTRATOR (call 1-800-571-2016). Car rental will only be paid upon receipt of a valid dealer's or licensed rental agency's receipt.