

ULTRA PROTECTION PLAN – BASIC PLAN



ULTRA PROTECTION PLAN

Provided by Warranty America, LLC.  
5695 Yukon Street, Arvada, CO 80002-2445

VEHICLE SERVICE CONTRACT

UPP C

PART ONE - DECLARATION PAGE

PURCHASER INFORMATION

First Name	Middle Initial	Last Name	Telephone Number
Address			
City	State	ZIP Code	

VENDOR INFORMATION (Dealer)

Vendor Name	Telephone Number	
Address	Vendor Number	
City	State	ZIP Code

LIENHOLDER INFORMATION

Lienholder Name	City	State
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VEHICLE INFORMATION

NEW <input type="checkbox"/>	USED <input checked="" type="checkbox"/>	Year	Make	Model	Vehicle Identification Number (VIN)
Vehicle Class	Vehicle Purchase Price	Odometer Reading	Vehicle Sale/Lease Date	Vehicle "In Service" Date	
<div>If any of these items are applicable, the appropriate item(s) MUST be circled at the time of sale. (Surcharges Apply to these Vehicles)</div> <div><div><input type="checkbox"/> Luxury Vehicle</div><div><input type="checkbox"/> Diesel Vehicle</div><div><input type="checkbox"/> Vehicle over 100,000 Miles</div><div><input type="checkbox"/> Commercial Use Vehicle</div></div> <div><div><input type="checkbox"/> 4 Wheel Drive</div><div><input type="checkbox"/> Turbo / Supercharged Vehicle</div><div><input type="checkbox"/> Vehicle over 125,000 Miles</div></div> <div>(Luxury Cars are Mercedes Benz, Audi, BMW, and others not included in this list)</div>					

UPP PLAN INFORMATION

Rental \$100	Towing \$50	Travel Expense \$150	Deductible \$100.00	Standard Deductible Amount	Service Contract Price
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CHECK PLAN THAT APPLIES: (PLEASE FILL EMPTY SPACES FOR SELECTED OPTION)

<input type="checkbox"/> 3 Year / 50,000 Miles	Months 36	OR	Additional Miles 50,000	<input type="checkbox"/> UPP Basic (1-3)
<input type="checkbox"/> 5 Year / 100,000 Miles	Months 60	OR	Additional Miles 100,000	
CONTRACT TERMS (Whichever Occurs first)				

I, the Purchaser, hereby declare that the above information is correct and do agree to the terms and conditions set forth in "Part Two - Coverage Pages". NEITHER THE VENDOR NOR THE ADMINISTRATOR AUTHORIZES ANYONE TO CREATE FOR THEM ANY OBLIGATION OR LIABILITY THAT DOES NOT APPEAR IN WRITING IN THIS CONTRACT.

Contract Purchaser's Signature (You)	Date	Vendor's Signature (Dealer)	Date
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This Service Contract, hereinafter referred to as "Contract", applies only to the above described vehicle.  
THIS CONTRACT IS NEITHER AN INSURANCE POLICY NOR A SELLERS WARRANTY.  
Some States require the Reimbursement Insurance Policy Number to be stated on the Contract. That Number is: CARRG01-05-WAL

This Document is the Application and Vehicle Service Contract. If this Application cannot be accepted as written, applicant will be notified within sixty (60) days and offered a new/corrected Contract, if possible. If applicant does not choose to accept the new/corrected Contract or the vehicle does not qualify for any type of coverage, the Contract Price will be refunded. No cancellation of this Contract shall become effective until fifteen (15) days after the notice of cancellation is mailed to the Contract Holder. NOT APPLICABLE IN AZ.

ORIGINAL - Purchaser    CANARY - Administrator    PINK - Vendor    YELLOW - Lienholder



ULTRA PROTECTION PLAN

Provided by:  
**Warranty America, LLC,**  
**5695 Yukon Street**  
**Arvada, Colorado 80002**  
(800) 531-1925 / Fax: (303) 420-7543  
(In Texas this contract is provided by WA Administrative Services, LLC.)

VEHICLE SERVICE CONTRACT TERMS AND CONDITIONS  
DEFINITIONS

<b>Administrator</b>	refers to Warranty America, LLC
<b>Contract</b>	refers to this Vehicle Service Contract, which You purchased from Us to protect Your Vehicle.
<b>Coverage</b>	refers to the component protection you have chosen, as shown on the Contract.
<b>“Lubricated Parts”</b>	means any parts, which requires lubrication to perform its functions.
<b>Deductible</b>	<b>refers to the Deductible type and amount you will need to pay, as shown on the Contract, for each covered Failure repair visit.</b>
<b>Failure</b>	Failure is defined as a Failure of a defective part or faulty workmanship as supplied by the Manufacturer or Dealer, but does not include gradual reduction in operating performance due to wear or tear or damage resulting from Failure of non-covered parts.
<b>We, Us, Our</b>	refers to the entity that is obligated to perform under this Contract, as indicated on the Contract.
<b>You, Your</b>	refers to the Contract holder named on the Contract or the person to whom this Contract was properly transferred.
<b>Vehicle</b>	refers to the Vehicle, which is described on the Contract, which cannot be used for rental, emergency or for-hire purposes.
<b>Waiting Period</b>	refers to claims not being valid/paid within the first 90 days and 1,000 miles from the date and odometer reading on the Contract.

INSURANCE COMPANY STATEMENT

Our obligations to perform under this Contract are insured under policy #CARRG01-05-WAL issued by **Capital Assurance Risk Retention Group, Inc., (“Insurer”)**, with office located at #3 Lockwood Drive, Charleston, South Carolina, 29401, Phone: (570) 714-8441 Fax: (570) 288-3323. If the Claims Administrator fails to pay a claim under this Contract within 60 (sixty) days of proof of loss by you, the service contract holder, you may make a direct claim against Capital Assurance by writing to the aforementioned address.

TERMS AND CONDITIONS

The following represents the Coverage, Benefits, What to do in the Event of a Failure, Cancellations, and Exclusions of Your Vehicle Service Contract.

1. CONTRACT PERIOD: This Contract begins immediately and will expire five (5) years from the start date or 100,000 miles from the odometer miles at the start date, whichever occurs first, as shown on the Contract.
2. FAILURE OF COVERED PARTS: We will pay or reimburse You for reasonable costs to repair or replace any Failure of a part included in Your Coverage. Replacement parts may be new, remanufactured or replacement parts of like kind and quality.
3. TERRITORY: This Contract is limited to Failures, which occur, and repairs that are made, within the United States of America and Canada.
4. LIMIT OF LIABILITY
  - a) The Maximum limit of liability per loss shall be equal to the lesser of the limits in 4. b) or the actual cash value (ACV) of the vehicle at the time of repair.
  - b) For the \$5,000 Limit of Liability, the aggregate limit of liability per covered vehicle is as follows:
    - 1) \$3,000 in Engine, Turbo/Supercharger and Water Pump claims.
    - 2) \$2,000 in Transmission and Transfer Unit claims.
    - 3) \$1,500 in Differential claims

**NOTE: Once the Limit of Liability for the vehicle has been reached (maximum amount for Liability has been paid through claims), this Contract, its transfer and cancellation rights terminate.**

5. TRANSFER RIGHTS: This Contract is for the benefit of the original Contract holder and is transferable subject to a transfer fee providing:
  - a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.
  - b) Contract is being transferred to a subsequent private purchaser of Your Vehicle. (Transfer rights are voided when Vehicle is either traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of Vehicles.)

You must submit the following:

- a) Transfer application (Available from Administrator).
  - b) Bill of sale showing sale date and mileage at time of sale.
  - c) \$50.00 Transfer fee made payable to the Administrator within thirty (30) days of the transfer of Vehicle ownership.
6. MAINTENANCE REQUIREMENTS: You must:
    - a) Maintain Your Vehicle according to the manufacturer's recommendations as outlined in the owner's manual. **NOTE:** Your owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. You are required to follow the maintenance schedule that applies to Your conditions.
    - b) Be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, are used in Your Vehicle.
    - c) Retain verifiable receipts for all parts and materials necessary to perform the required maintenance.
    - d) Produce maintenance receipts for review by the Administrator in case of a claim.
    - e) Change the engine oil and filter within sixty (60) days of the warranty start date.
    - f) Have the engine oil and filter changed by a commercial service facility every four (4) months or four thousand miles thereafter whichever comes first. Proper documented and verifiable receipts for oil and engine filter changes will be required in the event of a claim. Hand written receipts will not be accepted.
  7. DEDUCTIBLE: In the event of a Failure covered by this Contract, You will be required to pay a one-hundred (\$100) Deductible. The Deductible type and amount You have to pay is shown on the Contract, for covered Failures on a per repair visit basis. Should a covered Failure require more than one visit to repair, only one Deductible will apply to that Failure.
  - 8.

COVERAGE

**ENGINE** (Gas or Diesel): All internally lubricated parts including: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and bearings, camshaft and bearings, timing chain or belt, timing gears, intake and exhaust valves, valve springs, valve guides, oil pump, push rods, rocker arms, rocker arm shafts, hydraulic and solid lifters;. The engine block and heads are also covered if damage is caused by a Failure of any of the above covered components.  
**WATER PUMP:** Impeller shaft; bearings; bushings and housing.  
**TURBO/SUPERCHARGER:** Internal parts; vanes; shafts; bearings and housing if damage is caused by a Failure of a covered component.  
**TRANSMISSION:** (Automatic or Standard): All internal parts; torque converter; vacuum modulator and mounts. Does not include clutch assembly; pressure plate; flywheel; throw out bearing; worn synchronizers; cables or electrical items. The case is also covered if damage is caused by a Failure of any of the above covered items.  
**TRANSFER UNIT (4x4):** Internal parts including: bearings, bushings, sprockets, chains, sleeves and gears (excluding electrical items). The transfer case is also covered if damage is caused by a Failure of any of the above covered components.  
**DRIVE AXLE.** (a) Differential housing, transaxle housing & final drive housing, ONLY if damaged by the failure of a lubricated internal part. (b) All lubricated internal parts contained within the housings. (c) Axle shafts;  
**SEALS AND GASKETS:** Seals and Gaskets are replaced only as part of repair or replacement of the above covered components. Leaking gaskets or seals are not covered.

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION  
CLAIMS 1-800-531-1925

## BENEFITS

- **CAR RENTAL REIMBURSEMENT:** Should the Contract Holder's Vehicle become inoperable and have to remain overnight for repair at the Dealership or Authorized Repair Facility, Administrator agrees, in the event of a Failure of a covered component, to reimburse the Contract Holder for rental car transportation (except where prohibited by law). Such expense shall be limited to twenty dollars (\$20) per calendar day and not to exceed one hundred dollars (\$100) per occurrence. In computing the amount due under this rental Coverage, only actual factory manual repair time on the Vehicle is covered. Example 1 to 8 hours = 1 day; 8.1 to 16 hours = 2 days; 16.1 to 24 hours = 3 days; 24.1 to 32 hours = 4 days, 32.1 to 40 hours = 5 days. Car rental *benefit* will not be *extended to include downtime waiting* for parts or other delays beyond control of the Dealer or Authorized Repair Facility.
- **TOWING ASSISTANCE:** When towing is necessary as a result of the failure of a covered component and the Vehicle is towed to the nearest authorized service facility, You will be reimbursed up to \$50.00.
- **TRAVEL EXPENSE:** Reimburses the Contract Holder for motel and restaurant expenses up to \$50 per day for a maximum of three (3) days in the event of a Breakdown covered by the Contract, which occurs more than one hundred (100) miles from your home and results in a Repair Facility keeping the vehicle overnight. The maximum benefit per occurrence is \$150. TO RECEIVE MOTEL AND RESTAURANT REIMBURSEMENT, THE CONTRACT HOLDER MUST SUPPLY WARRANTY AMERICA, LLC, WITH HIS/HER RECEIPTS FROM THE PROVIDERS OF SUCH SERVICES.

## WHAT TO DO IN THE EVENT OF A FAILURE

- a. Prevent Further Damage - You should use all reasonable means and precautions to protect Your Vehicle from further damage. This Contract will not cover damage caused by not securing a timely repair of the failed component.
- b. Take Your Vehicle to a Licensed Repair Facility - If Your Vehicle breaks down, return to the Issuing Dealer during normal service department hours. If this is not possible, take Your Vehicle to the licensed repair facility of your choice (You may contact Administrator for assistance in locating a repair facility).
- c. Instruct the repair facility that they must obtain an authorization number from Administrator prior to proceeding with repairs. The amount so authorized is the maximum that will be paid. Any additional amounts need prior approval.
- d. In some cases, You may be required to authorize the repair facility to inspect or tear down Your Vehicle to determine the cause and cost of the repair. You will be responsible for these charges if the Failure is not covered by this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being performed.
- e. After Administrator has been contacted, review with the repair facility components that will be covered by this Contract.
- f. Administrator will reimburse the repair facility or You for the cost of authorized repairs performed on Your Vehicle, less Your Deductible. All repair orders and necessary documentation must be submitted to Administrator within thirty (30) days.

### Repair Facility Guidelines for Claims handling follow these steps when handling a claim:

1. Advise Contract holder that evaluation of a Failure does not mean that the repair is covered under this Contract. All covered repairs must receive prior authorization from the Administrator.
2. Have Contract holder authorize inspection/tear down of the Vehicle to determine Failure's cause and cost to repair. Save all components, including fluids and filters, should Administrator require outside inspection. Notify Contract Holder that cost of tear down will not be paid if it is determined that Failure is not covered under this Contract.
3. Determine the cause of Failure, correction required and cost of the repairs.
4. **Contact Administrator's Claims Advisor at 800-531-1925 to get authorization to proceed with the claim (Authorization must be obtained prior to any repair).** Be prepared with the following when placing the call:
  - a. Customer's Name and Contract Number.
  - b. Cause of Failure and recommended correction.
  - c. Cost of repair. **(The max labor rate that will be paid on all authorized repairs will be \$75.00 per hour.)**
5. The Claims Advisor will verify Coverage and do one of the following:
  - a. Approve Claim - if approved, You will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
  - b. Require Additional Evaluation, Inspection or Tear Down - Administrator may require an inspection prior to repair being completed. If a tear down is required to determine cause of Failure, Contract holder must authorize same. Notify Contract holder that if the repair is not covered, then Contract holder will be responsible for cost of the tear down. Repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If inspection is not made within forty-eight (48) hours, contact the Claims Advisor.
  - c. Deny the claim and provide the reason for the denial.
6. Review Administrator's findings with Contract holder as well as what will be covered by Contract and what portion of the repairs, if any, will not be covered.
7. Obtain Contract holder's authorization to complete repairs. All repair orders must have customer's signature to qualify for payment
8. Submit repair order(s) which should contain Contract number, authorization number and authorized amount to Administrator within thirty (30) days at the following address:

**Warranty America, LLC, 5695 Yukon Street, Arvada, CO 80002-2445 (800) 531-1925, Claims Fax (303) 420-7543,**  
[www.warrantyamerica.net](http://www.warrantyamerica.net)

## CANCELLATION OF VEHICLE SERVICE CONTRACT

1. You may cancel this Contract by notifying Us. A cancellation form indicating the odometer reading at the date of request will be required.
2. We may cancel this Contract for non-payment of the Contract charge, or for intentional misrepresentation in obtaining this Contract or in submitting a claim.
3. If Your Vehicle and this Contract has been financed, the lien holder may cancel this Contract for non-payment, or if Your Vehicle has been declared a total loss or has been repossessed. The rights under this Contract are transferred to the lien holder and the lien holder is also entitled to any resulting refund.
4. If this Contract is canceled within the first sixty (60) days if Vehicle was purchased new or thirty (30) days if Vehicle was purchased used and no claim has been filed, the entire Contract charge paid will be refunded. After sixty (60) days for new or thirty (30) days for used, or if a claim has been filed, an amount of the unearned Contract charge will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage driven based on the term of Contract and the date or miles when Coverage began. (If this contract was purchased in the state of Alabama, Nevada, Texas or Wyoming, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of the contract to Warranty America, LLC.)
5. A \$50 service charge will be deducted from all refunds after sixty (60) days for new and thirty (30) days for used Vehicle Contracts.
6. In the event of cancellation, the lien holder, if any, will be named on the cancellation refund check. (If this contract was purchased in Arizona, Nevada or Wisconsin, such subtraction of any services received by the contract holder shall never apply; if this contract was purchased in Wyoming cancellation refunds made to the participating Lender will be made payable to the Participating Lender and the Contract Holder).

## EXCLUSIONS

Parts not listed are not covered.

*This Vehicle Service Contract Provides NO Coverage or Benefits for the following:*

- A. FAILURE OF A COVERED COMPONENT OCCURRING WITHIN THE FIRST NINETY (90) DAYS AND 1,000 MILES AFTER THE START DATE WILL NOT BE COVERED.
- B. OIL CONSUMPTION, WORN OUT PARTS, AND DIMINISHED PERFORMANCE INCLUDING THAT RESULTING FROM A GRADUAL REDUCTION IN OPERATING PERFORMANCE DUE TO NORMAL WEAR AND TEAR SUCH AS TO GUIDES, VALVES, RINGS, AND TRANSMISSION CLUTCH PACK, DISCS AND BANDS IS NOT COVERED.
- C. DIESEL ENGINES MANUFACTURED PRIOR TO 1990, ROTARY ENGINES, 4100 GM ENGINES OR ENGINES USED IN COMMERCIAL VEHICLES ARE EXCLUDED.
- D. THE FOLLOWING PARTS: CARBURETOR; BATTERY; BATTERY/BATTERY PACK ON HYBRID VEHICLES; SHOCK ABSORBERS; MANUAL TRANSMISSION CLUTCH ASSEMBLY; FRICTION CLUTCH DISC AND PRESSURE PLATE; THROWOUT BEARING; MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS; LENSES; SEALED BEAMS; LIGHT BULBS; BRAKE HARDWARE; ALL EXHAUST AND EMISSION COMPONENTS EXCEPT THOSE SPECIFICALLY LISTED UNDER THE COVERAGE SECTION OF THIS CONTRACT; WEATHER STRIPS; ALL TRIM, MOLDINGS, HANDLES, KNOBS OR DIALS; BRIGHT METAL; CHROME; UPHOLSTERY AND CARPET; PAINT; OUTSIDE

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION**  
**CLAIMS 1-800-531-1925**

ORNAMENTATION; BUMPERS; BODY SHEET METAL AND PANELS; TIRES AND WHEELS/RIMS; GPS NAVIGATION SYSTEMS; PHONE SYSTEMS; TV/VIDEO/ENTERTAINMENT SYSTEMS AND INTERNET ACCESS SYSTEMS.

- E. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS; WHEEL BALANCING; TUNE-UPS; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; HOSES; DRIVE BELTS; BRAKE PADS, LININGS, SHOES, DRUMS AND ROTORS; WIPER BLADES.
- F. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING *COST*; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS EXCEPT WHEN REPLACEMENT *IS* REQUIRED DUE TO A COVERED FAILURE.
- G. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.
- H. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS CONTRACT; SLUDGE BUILD-UP OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.
- I. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF NO FAILURE HAS OCCURRED REGARDLESS OF REPAIR FACILITY RECOMMENDATIONS; OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER; ANY REPAIR NOT SPECIFICALLY AUTHORIZED BY US.
- J. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR *YOU* ARE USING, OR HAVE USED, YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER. THIS WILL INCLUDE, BUT NOT BE LIMITED TO: THE FAILURE OF ANY CUSTOM OR ADD-ON AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISED DEALER OR NOT; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; UNAUTHORIZED MODIFICATIONS TO ANY SYSTEM.
- K. IF YOUR ODOMETER HAS CEASED TO WORK AND REPAIRS HAVE NOT BEEN IMMEDIATELY MADE; THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE; OR IF VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.
- L. ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSONS ARISING *OUT* OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED. LOSS OF TIME, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS THAT RESULTS FROM A FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGES HEREIN.)
- M. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT LUBRICANTS OR COOLANT. *YOU* ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. *YOU* MUST PULL OFF THE ROAD IMMEDIATELY AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE OR WHEN OVERHEATING OCCURS.
- N. SALVAGED TITLE VEHICLES; WHEN RESPONSIBILITY FOR A REPAIR *IS* COVERED BY AN INSURANCE POLICY; WARRANTY FROM THE MANUFACTURER INCLUDING EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES; A REPAIRER'S SERVICE CONTRACT/WARRANTY; OR FAILURES FOR WHICH THE MANUFACTURER HAS ANNOUNCED *ITS* RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS
- O. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR OTHER OBJECT OR VEHICLE WITHOUT BEING EQUIPPED WITH A FACTORY INSTALLED OR AUTHORIZED TOW PACKAGE; OR IS USED FOR COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE, LIVERY OR SHUTTLE, TOWING OR ROAD REPAIR, CONSTRUCTION, FARMING OR AGRICULTURAL PURPOSES, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICES, PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK, SERVICE- OR REPAIR UNLESS COMMERCIAL USE OPTION HAS BEEN PURCHASED AND ACCEPTED BY US .
- P. ANY FAILURE OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- Q. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.
- R. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.
- S. ANY VEHICLE WITH AN ODOMETER READING OF 150,000 MILES OR GREATER IS NOT ELIGIBLE FOR THIS COVERAGE.

#### COMMERCIAL USE DEFINED

A commercial Use Vehicle is defined as a vehicle registered to a business and/or for business purposes. Vehicles that are used in excess of manufacturer's g.v.w. or for excessive hauling or pulling are excluded from coverage hereunder. Tow trucks, snowplows, taxis, and police vehicles are specifically excluded from coverage hereunder.

#### SPECIAL STATE REQUIREMENTS/DISCLOSURES

- a. Terms of Contract Conformed to Statute - Terms of this Contract which are in conflict with the statutes of the state in which this Contract was purchased or the state in which You reside are hereby amended to conform to the minimum standards of those statutes.
- b. THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.
- c. The following special state requirements and/or disclosures apply if this Contract was purchased in one of the following states:

**ARIZONA-** Claims may not be denied solely because of a pre-existing condition unknown by the Contract Holder at time of purchase.

**IOWA** – The Iowa Insurance Commissioner is Therese M. Vaughan, Division of Insurance, State of Iowa, 330 East Maple Street, Des Moines, Iowa 50319.

**IDAHO** – the Idaho Insurance Service Contract Association does not Service Contract Coverage afforded under this motor Vehicle Service Contract.

**MISSOURI** – No transfer fee is assessed if this Contract was purchased in the State of **Missouri**

**SOUTH CAROLINA** – If this Contract was purchased in **South Carolina** under Chapter 78 of the South Carolina Code of Laws, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Contract to the Provider.

**Arizona, Georgia or North Carolina**, the refund will be issued on the above-mentioned pro rata basis, whenever it is canceled. If this Contract was purchased in **Alabama, Nevada, Texas or Wyoming**, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of the Contract to Warranty America, LLC If this Contract was purchased in **New York or Washington**, said penalty shall be added to a refund not made within thirty (30) days of return of the Contract to Warranty America, LLC If this Contract was purchased in **Colorado**, the Contract Holder may not cancel this Contract at any time. The applicable cancellation fee shall be \$50, except: if this Contract was purchased in **Alabama**, the applicable cancellation fee shall be \$25 and will not be assessed if the Contract Holder is entitled to a full refund hereunder; if this Contract was purchased in **Illinois**, the applicable cancellation fee shall be the lesser of ten percent (10%) of the Total Contract Purchase Price or \$50; if this Contract was purchased in **Georgia or Missouri**, a cancellation fee shall not be assessed; if this Contract was purchased in **Nevada** and it is canceled within twenty (20) days after the Contract Purchase Date, there shall be no applicable cancellation fee; if this Contract was purchased in **North Carolina**, the applicable cancellation fee shall be ten percent (10%) of the refund issued hereunder; if this Contract was purchased in **Washington**, the applicable cancellation fee shall be \$25 if the Contract is canceled ten (10) or more days after the Contract Purchase Date (if the Contract is canceled before that time, there shall be no applicable cancellation fee). Refunds issued hereunder shall be issued less the value of any services received by the Contract Holder (including claims paid), except: if this Contract was purchased in **Alabama or Illinois**, such subtraction of the value of any services received by the Contract Holder shall apply only to cancellations not fully refunded; if this Contract was purchased in **Arizona, Nevada or Wisconsin**, such subtraction of any services received by the Contract Holder shall never apply.

**TEXAS** – Unresolved complaints concerning Provider or questions concerning the regulation of Service Contract providers may be addressed to the Texas Department of Licensing and Regulation, E.O. Thompson State Office Building, 920 Colorado, Austin, Texas 78701, (512) 463-2906.

**UTAH** – Coverage afforded under this Contract is not Service Contractd by the Property and Casualty Guaranty Association.

**WASHINGTON** – The implied warranty of merchantability on the motor vehicle is not waived if the Contract has been purchased within ninety (90) days of the purchase date of the motor vehicle from a Provider who also sold the motor vehicle covered by the Contract. The Contract Holder acknowledges by initialing hereafter that he/she has read the sections entitled Contract Holder Obligations, What To Do If You Have A Breakdown, Covered Parts, Exclusions - What This Vehicle Service Contract Does Not Cover, Contract Term, and How This Contract May Be Canceled.

## NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION CLAIMS 1-800-531-1925

**WISCONSIN**-Claims may not be denied solely because the Contract Holder did not obtain preauthorization within a reasonable time frame. **THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. A SECURITY DEPOSIT WITH THE WISCONSIN STATE TREASURER IS BEING USED IN LEIU OF A INSURANCE POLICY.**

If this Contract is financed through the vendor, selling dealer, their representative, or Warranty America, LLC, then should a claim occur prior to all payments being made, the outstanding balance owed to the vendor, selling dealer, their representative, or Warranty America, LLC will be deducted from the amount authorized. In Nevada we can only deduct delinquent payments from the claim amount authorized.

This Contract contains the complete agreement between the parties and is not valid unless signed by both the Contract Holder and an authorized representative of the Provider.

**WYOMING**- Arbitration will be in Accordance with the Wyoming Arbitration Act. Any other legal action is in accordance with Wyoming State Law.

**UPP BASIC - LIMITS OF LIABILITY**

The aggregate total of Provider's liability for all benefits paid or payable during the term of this Contract shall not exceed the actual cash value of the vehicle according to current National Auto Dealers Association standards at the time of Breakdown or \$5,000 whichever is the lesser.

**NOTE: Once the Limit of Liability for the vehicle has been reached (maximum amount for Liability has been paid through claims), this Contract, its transfer and cancellation rights terminate.**

**ARBITRATION**

All claims or disputes relating to this Service Contract or the breach thereof shall be decided by binding arbitration unless YOU and UPP agree otherwise. Arbitration shall be specifically enforceable under the prevailing arbitration law. UPP agrees to use one (1) arbitrator, mutually acceptable to YOU and UPP. Written notice of the request for arbitration must be filed with UPP within a reasonable time after the claim or dispute has arisen, but not later than one (1) year after the claim or dispute arises. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

If YOU have any legal claim against UPP and do not agree to arbitration, YOU agree that any action, claim, or suit shall only be brought in the District Court, Jefferson County, Colorado. If YOU bring any such action, claim, or suit against UPP in any court or forum other than in the District Court, Jefferson County, Colorado, UPP can seek dismissal of YOUR action, claim, or suit and require that it be maintained in Jefferson County, Colorado. No arbitration clause may prohibit a Arizona Service Contract holder from seeking remedy by filing a complaint with the director of the Arizona Department of Insurance as provided under the provisions of A.R.S. § 20-1095.04. The venue for arbitration settlement or any legal claim by a Arizona resident contract holder is the state of Arizona.



**ULTRA PROTECTION PLAN**

Provided by:

**Warranty America, LLC,  
5695 Yukon Street  
Arvada, Colorado 80002**

**(800) 531-1925 / Fax: (303) 420-7543**

(In Texas this contract is provided by WA Administrative Services, LLC.)

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION  
CLAIMS 1-800-531-1925**