

Confidence
down the road.

Vehicle Service Agreement APPLICATION

APPLICANT INFORMATION

Purchaser Name	(Area Code) Home Phone #	E-mail Address	
Address	City	State	Zip

VEHICLE INFORMATION

Year	Make	Model	VIN (Must be 17 digits)
Stock/Reference #	Vehicle Sales Price	Current Odometer Reading	<input type="checkbox"/> Diesel <input type="checkbox"/> 4x4/AWD <input type="checkbox"/> Turbo/Supercharger

SERVICE AGREEMENT INFORMATION

Sale Date/Effective Date	Agreement Price	CLASS	Term Months <input type="text"/>	Term Miles <input type="text"/>
Coverage <input type="checkbox"/> Platinum <input type="checkbox"/> Powertrain <input type="checkbox"/> Gold <input type="checkbox"/> PowerWrap <input type="checkbox"/> Silver <input type="checkbox"/> DieselWrap			Deductible <input type="checkbox"/> \$50 Deductible <input type="checkbox"/> \$0 Deductible Option <input type="checkbox"/> \$200 Deductible Option	
Certified Program <input type="checkbox"/>	Original In Service Date (If Applicable)	Options <input type="checkbox"/> Commercial Use Option <input type="checkbox"/> Snow Plow Package Option (New Only) <input type="checkbox"/> Oversized/Underseal Tire Option <input type="checkbox"/> HEV Option (Solely for Owner Use)	Lift Kit Option <input type="checkbox"/> New 4 Inch Lift Kit Option <input type="checkbox"/> Used 4 Inch Lift Kit (Previously Titled) <input type="checkbox"/> New 6 Inch Lift Kit Option <input type="checkbox"/> Used 6 Inch Lift Kit (Previously Titled)	
Please Attach Certification Inspection Form, Repair Order, and Certified Limited Warranty				

APPLICANT'S ACKNOWLEDGMENT

I hereby apply for the issuance of a service agreement covering the vehicle identified above. 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 SUPERCEDE ANY AND ALL APPLICABLE PORTIONS OF THE APPLICANT'S ACKNOWLEDGEMENT SECTION OF THIS APPLICATION.

MY SIGNATURE MEANS THAT I HAVE REVIEWED AND UNDERSTAND THE ALTERNATIVE DISPUTE RESOLUTION SECTION IN ITS ENTIRETY AS WELL AS THE SPECIAL STATE DISCLOSURES SECTION FOR MY SPECIFIC STATE (IF INCLUDED WITHIN THIS AGREEMENT) TO DETERMINE WHETHER MY LEGAL RIGHTS ARE AFFECTED.

MY SIGNATURE ALSO MEANS THAT I ALSO UNDERSTAND THE TIME AND MILEAGE LIMITATIONS, COVERAGES, MAINTENANCE REQUIRED, CLAIM PROCEDURES, AND THE OPTIONS AVAILABLE. I UNDERSTAND THAT THE AGREEMENT WILL BE BETWEEN THE OBLIGOR (NATIONAL AUTO CARE) AND APPLICANT. IF I DO NOT RECEIVE A NOTICE OF ELIGIBILITY OR INELIGIBILITY WITHIN 60 DAYS OF THIS APPLICATION'S SALE/EFFECTIVE DATE THIS APPLICATION WILL BE CONSIDERED ACTIVE AS OF THE SALE/EFFECTIVE DATE ONLY IF THIS APPLICATION HAS BEEN FUNDED IN FULL. I UNDERSTAND I MAY CONTACT THE ADMINISTRATOR AT ANY TIME TO INQUIRE ON THIS APPLICATIONS STATUS (1-800-548-1875).

Applicant's Signature		Date	
Seller	Authorized Signature and Title		
Lienholder			
Lienholder address	City	State	Zip

Administrative Offices
National Auto Care Corporation
440 Polaris Parkway - Suite 250
Westerville, Ohio 43082
800-548-1875

White - Administrator Copy / Yellow - Lienholder Copy / Pink - Issuer Copy / Gold - Applicant Copy

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/Application 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 Obligor's total liability under this Vehicle Service Agreement exceed the Vehicle Sales Price of the described Vehicle as listed on the Application Page of this Vehicle Service Agreement.

The Standard Deductible amount is fifty (\$50.00) dollars. If no deductible is chosen, the Deductible will be fifty (\$50.00) dollars.

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. Labor Time will be calculated using a Nationally Published estimating guide.

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).

COVERAGE is the extent or level of protection as listed on the Application page of the Agreement.

DEDUCTIBLE is the amount required that the Agreement Holder pay towards the cost of a covered repair. The Standard Deductible amount is fifty (\$50.00) dollars. If no deductible is chosen, the Deductible will be fifty (\$50.00) dollars.

VEHICLE means the Vehicle as listed and described on the Application page of this Agreement.

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. 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.

WEAR and TEAR means the deterioration of a part that occurs naturally over time.

AGREEMENT TERM means the Agreement Term for Time will begin on the **Sale/Effective Date** and continue for the **Term Months** listed on the Application Page**. The Agreement Term for Miles will begin at the Odometer Reading, on the **Sale/Effective Date**, listed on the Application Page. The Expiration of miles is determined by adding the **Term Miles** to the Odometer Reading on the **Sale/Effective Date****. Expiration of the Agreement will occur at the conclusion of the cumulative **Term Months** Listed, or cumulative **Term Miles** listed, whichever may come first.

* **PowerWrap & DieselWrap** coverage **Term Miles** will begin at Zero (0), and end on the **Term Miles** listed on the Application Page.

A Manufacturer's Certified PowerWrap will begin at the Vehicles **Original In Service Date, and end at the conclusion of the **Term Months** from said **Original In Service Date**. The **Term Miles** will begin at Zero (0), and end on the **Term Miles** listed on the Application Page. Expiration of the Agreement will occur at the conclusion of the **Term Months** Listed, or **Term Miles** listed, whichever may come first.

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. Vehicles used Commercially for snow removal must be equipped with factory installed or factory authorized snowplow package. Usage must not exceed manufacturer's ratings and/or limitations.

POWERTRAIN 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.

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.

SEALS & GASKETS: On all listed components are covered. Including: Axle gasket(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 125,000 miles at the time of Sale/Effective Date)

SILVER 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.

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.

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, struts, shock absorbers, 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 Vehicles with less than 125,000 miles at the time of Sale/Effective Date)

GOLD 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.

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.

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, shock absorbers, 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 125,000 miles at the time of Sale/Effective Date)

PLATINUM PROTECTION PLAN

Platinum 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.

POWERWRAP PROTECTION PLAN

PowerWrap 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 Exclusions section of this Agreement, less the Agreement Holder's deductible amount, in accordance with all terms and conditions of this Agreement.

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

DIESELWRAP PROTECTION PLAN

DieselWrap 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 EXCLUSION section of this Agreement, less the Agreement Holder's deductible amount, in accordance with all terms and conditions of this Agreement. DieselWrap coverage is designed to "wrap" around the manufacturer's Diesel Engine Warranty specifically excluding Diesel Engine Components.

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. (Silver and Gold Coverage Only)

COMMERCIAL USE OPTION - As defined in the Definitions section of this Agreement.

FOUR (4) INCH SUSPENSION MODIFICATION (LIFT KIT) OPTION - Coverage is provided if Option has been selected, and paid for by the Agreement Holder. Suspension Modification (Lift Kit) Option is only eligible if said components and their installation does not VOID the Vehicle Manufacturer's Warranty. "Drop Kits" or Lowered Vehicles are not eligible for this option. Parts installed as part of said Suspension Modification (Lift Kit) must have a minimum twelve (12) Month Warranty from the Suspension Modification (Lift Kit) manufacturer. "Bolt On" components Only. Components within the Suspension Modification (Lift Kit) are covered under this Agreement for Mechanical Failure. No welding or frame modifications. A maximum lift of four (4) inches from vehicle Manufacturer's original specifications may be allowed under this Suspension Modification (Lift Kit) Option. Tires greater than recommended by the Vehicle Manufacturer will require the odometer to be recalibrated to reflect the correct mileage on said vehicle to be eligible for the Suspension Modification (Lift Kit) Option. Documentation/Proof of odometer recalibration will be required prior to any Claim Authorization. Vehicles with Suspension Modifications, and this Option has not been selected and paid for would fall under the standard Coverages and Exclusions of this Agreement.

SIX (6) INCH SUSPENSION MODIFICATION (LIFT KIT) OPTION - coverage is provided if Option has been selected, and paid for by the Agreement Holder. Suspension Modification (Lift Kit) Option is only eligible if said components and their installation does not VOID the Vehicle Manufacturer's Warranty. "Drop Kits" or Lowered Vehicles are not eligible for this option. Parts installed as part of said Suspension Modification (Lift Kit) must have a minimum twelve (12) month Warranty from the Suspension Modification (Lift Kit) manufacturer. "Bolt On" components Only. Components within the Suspension Modification (Lift Kit) are covered under this Agreement for Mechanical Failure. No welding or frame modifications. A maximum lift of six (6) inches from vehicle Manufacturer's original specifications may be allowed under this Suspension Modification (Lift Kit) Option. Tires greater than recommended by the Vehicle Manufacturer will require the odometer to be recalibrated to reflect the correct mileage on said vehicle to be eligible for the Suspension Modification (Lift Kit) Option. Documentation/Proof of odometer recalibration will be required prior to any Claim Authorization. Vehicles with Suspension Modifications, and this Option has not been selected and paid for would fall under the standard Coverages and Exclusions of this Agreement.

PERSONAL SNOW PLOW OPTION (New Vehicles Only) The Snow Plow, attaching Hardware, electric motor(s), Snow Plow hydraulic system, mounting brackets, manual electric switches. Snow Plow and Snow Plow Components must be installed NEW with producer warranty in place. Physical damage, corrosion, or misuse are not covered under this option.

OVERSIZED/UNERSIZED TIRES OPTION: This Option Eliminates the Exclusion for Oversized and Undersized tires on this Agreement. The Total diameter of the tire and wheel may not differ from the manufacturer's specification more than ten (10%) percent, and provided the manufacturer's vehicle Warranty is not voided by said Oversized/Undersized Tire. Tires greater or less than recommended by the Vehicle Manufacturer will require the odometer to be recalibrated to reflect the correct mileage on said vehicle to be eligible documentation/proof of odometer recalibration will be required prior to any Claim Authorization.

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 one hundred (\$100.00) dollars per occurrence.

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 forty (\$40.00) dollars 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 two hundred forty (\$240.00) dollars per visit) for approved repairs. Substitute transportation must be supplied by the 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 two hundred forty (\$240.00) dollars 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 one hundred fifty (\$150.00) dollars per day, not to exceed a total of four hundred fifty (\$450.00) dollars (Three 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 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 **DS**.

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: A tow to the nearest Repair Facility up to 50 miles not to exceed two hundred (\$200) dollars.

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

Roadside assistance benefits and services provided by NATION MOTOR CLUB, Inc. 800 Yamato Rd STE 100, Boca Raton, FL 33431 866-218-4522 d/b/a Nation Safe Drivers in most states.

KEY FOB COVERAGE: In the event the Vehicle's keys become lost or damaged after the sale date of this agreement, we will pay a maximum benefit of three hundred dollars (\$300) for repair or replacement of the vehicle's keys during the term of this Agreement.

DENT REPAIR COVERAGE: In the event Your Vehicle incurs a dent or a ding after the sale date of this Agreement, no more than 4" in diameter, we will pay a maximum benefit of three hundred dollars (\$300) during the term of this agreement to have the dent repaired.

WINDSHIELD REPAIR COVERAGE: In the event Your Vehicle's windshield becomes damaged and incurs chip or a crack less than 6" in diameter after the sale date of this Agreement, we will pay a maximum benefit of three hundred dollars (\$300) during the term of this agreement to have the windshield repaired. This agreement will not cover windshield replacement.

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, correcting oil consumption, or the gradual reduction of performance 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, coolant blockage, lack of lubrication or carbon buildup in cylinders.
4. 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.
5. Any repair that has been misdiagnosed by the Repair Facility, any failure that cannot be verified as accurate or is found to be inaccurate, or any failure related to a previous repair.
6. 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.
7. Any mechanical breakdown caused by rust, residue, electrolysis or corrosion.
8. Nuts, bolts or fasteners unless internally lubricated.
9. Any condition that existed to any component(s) that were not functioning properly at the time the covered Vehicle was delivered to the Purchaser, or prior to the Sale/Effective Date of this Agreement.
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, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only, or if said vehicle is declared a "lemon".
13. 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.
14. Damage to a non-covered part by a covered part is also excluded.
15. Replacement of maintenance items. Spark plugs, glow plugs, PCV valves, PCV system, filters, lubricants, thermostat housing, thermostats, alignments, coolants, batteries, battery cable, fuses, hoses, belts, tires, wheels, wheel covers, tire pressure sensors, light bulbs, sealed beams, light assemblies, LED lighting, lenses, 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, personal computers, phone systems and pre-heated car systems, rust, corrosion, water intrusion, water damage, water leaks, air leaks, carburetors, manual clutch system, programming, reprogramming, or updating a component that has not mechanically failed. Any equipment not installed by the manufacturer.
16. Commercial Use Vehicles. (Unless appropriate commercial option is indicated on Application page)
17. Snow Removal Equipment, and/or Vehicles using Snow Removal Equipment. (Unless Snow Plow Option is chosen.)
18. Any Vehicle modified or altered from original manufacturer specification not approved by the manufacturer. 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 (Unless appropriate lift kit option is indicated on Application Page), 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. Conversion van components, and conversion vehicle components.
19. 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.
20. Mechanical breakdown or failure costs that should be covered by a manufacturer's warranty, recall, factory bulletin or any other mechanical breakdown coverage. Mechanical breakdown or failure costs that should be covered by the warranty of parts or workmanship on a previously repaired or replaced component.
21. Any mechanical breakdown or failure occurring outside of the United States or Canada.

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.

TRANSFER OF MANUFACTURER'S WARRANTY: The Agreement Holder is responsible for the transfer, and any applicable transfer fees, to retain all manufacturer's warranties available on the vehicle listed on the Application Page of the Agreement. Failure to transfer the manufacturer's warranty can result in non-payment of a claim if the manufacturer's warranty would normally have been in effect if the transfer had not been made.

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
440 Polaris Parkway - Suite 250
Westerville, OH 43082
1-800-548-1875

Obligor: NATIONAL AUTO CARE CORPORATION
440 Polaris Parkway - Suite 250
Westerville, OH 43082
1-800-548-1875

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 one hundred (\$100.00) dollars. 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 seller.

CANCELLATIONS:

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

- a. If the Agreement Holder's Vehicle is a total loss or is repossessed.
- b. If the Agreement Holder's Vehicle's odometer has been non-functional, repaired or replaced without notifying Administrator immediately.
- c. If the Agreement Holder's Vehicle is used in any manner that would exclude coverage under this Agreement.
- d. 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 driven related to the term of this Vehicle Service Agreement. A forty five (\$45.00) dollar 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 superseded by state statute.

AGREEMENT REPRINT

You may request a reproduction of this Agreement during the Agreement term by contacting the Administrator in writing.

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 an administration fee of up to twenty five (\$25.00) dollars..

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 fifty (\$50.00) dollars.

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 fifty (\$50.00) dollars.

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 three thousand (\$3,000) dollars, but less than five thousand (\$5,000) dollars.

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.

Should this Vehicle Service Agreement expire while repairs, covered under this Vehicle Service Agreement, are in process the term of this Vehicle Service Agreement will be automatically be extended to the date that the Vehicle is released from the Repair Facility.

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 option 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 amended,

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.

18. Any Vehicle, while owned by You, modified or altered from original manufacturer specification not approved by the manufacturer. 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;

In the event of cancellation of this Vehicle Service Agreement, the Administrator will retain a pro-rata amount based on greater of the days in force or the miles driven related to the term of this Vehicle Service Agreement. 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. The Administrator may only cancel this Agreement for fraud, misrepresentation, or nonpayment. All cancellations 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.

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 Obligors 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 515-281-5705. 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.

In the Definition Section, OBLIGOR: The entity obligated to perform under this Vehicle Service Agreement is National Auto Care Corporation, is replaced by, OBLIGOR: The entity obligated to perform under this Vehicle Service Agreement is the Dealer.

MINNESOTA SPECIAL STATE REQUIREMENTS

The Alternate Dispute resolutions 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, 800-852-2244. 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 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." 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, coolant 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, 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 Obligor's 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. The Alternate Dispute Resolution section of this Agreement is deleted in its entirety.

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 pro-rata 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.

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.

This Vehicle Service Agreement will not be initially issued to any vehicle which is modified or altered from the original manufacturer's specification prior to sale or at the time of sale of the vehicle. However, if the vehicle becomes so modified or altered during the term of this Vehicle Service Agreement, this Vehicle Service Agreement will not automatically exclude all coverage. Rather, this Vehicle Service Agreement will only exclude coverage for the modifications or alterations from the original manufacturer's specification, and for any subsequent damage to the vehicle components so modified or altered. This Vehicle Service Agreement will continue to provide any applicable coverage to vehicle components that have not been so modified or altered, unless such coverage is otherwise excluded by terms of this Vehicle Service Agreement.

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 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.

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.

The ALTERNATIVE DISPUTE RESOLUTION section is deleted in its entirety.

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.

In the event of a dispute with the provider of this Agreement, you may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, and ste. 1000. Columbia, South Carolina 29201 or (803) 737-6160.

TEXAS SPECIAL STATE REQUIREMENTS

Texas Service Contract Provider License # 195. 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. No fee will be assessed on a cancellation imposed by the Administrator. Questions and unresolved complaints providers may be addressed to the Texas Department of Licensing and Regulation P.O. Box 12157, Austin TX. 78711 (512) 463 6599 or 800-803-9202.

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:

You 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. For emergency repairs (nonbusiness 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. 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.

ALTERNATE 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 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.

NATIONAL AUTO CARE CORPORATION