



State of Wisconsin
Jim Doyle, Governor

10111587

Department of Agriculture, Trade and Consumer Protection
Rod Nilsestuen, Secretary

2005 FEB -7 11 8:53

January 27, 2005

DAIMLER-CHRYSLER MOTORS CO
PO BOX 21-8004
AUBURN HILLS MI 48231-8004

RE: File 447385 (Refer to this number when contacting our agency)

MINERAL POINT WI

Dear Sir/Madam:

I received a complaint from _____ concerning an unsatisfactory transaction with your business.

I am providing you with an opportunity to review and comment on this matter before we investigate further. After reviewing the complaint, please send your written response to Leotta Lay and to our office within two weeks.

In your response, please include a statement as to your position regarding resolution of this complaint. Your written response is important so your position can be included in the Department's permanent record.

Thank you for your cooperation and prompt response.

Sincerely,

Austin Marie Palmer
Consumer Specialist
BUREAU OF CONSUMER PROTECTION
Fax: 608 224-4939
E-mail: Austin.Palmer@datcp.state.wi.us

Cc: NHTSA

NHTSA
2005
2/19/05



WDATCP
Department of Agriculture, Trade and Consumer Protection

JAN 25 2005

DIV. OF TRADE & CONSUMER PROTECTION
Motor Vehicle Repair

Please attach two sets of copies (both sides) of all documentation that supports your complaint, such as invoices, receipts, contracts, cancelled checks, advertisements, lease documents, telephone bills.

1. How do we contact you?

Name: (Mr. Mrs. Miss Ms.) _____
(circle one) (first) (initials) (last)

Home Phone: _____ Work Phone: _____ ext. _____ Email: _____

Phone me between 8:00 A.M. and 4:00 P.M. at (circle one) Home Work Best time: 8-10 AM

Address: _____ PO Box: _____ Apt.# _____

City: Mineral Point State: WI Zip: _____ County: FOWA

2. What business is your complaint against?

Name of business or repair shop: Daimler Chrysler Service Contracts

Address: PO Box 2700 PO Box: _____ Apt.# _____

City: Troy State: MI Zip: 48007 County: _____

Phone: (800) 521-9922 Name of person you talked to: unsure Title: Customer Rep

Information about your complaint

3. Date of transaction: Month: _____ Day: _____ Year: _____

4. How old is the person who had contact with the business? Age: (circle one) 0-17 18-61 82 or older

5. Type of vehicle involved: Make: Chrysler Concorde Model: _____ Year: _____

VIN#: 2C3HD36J9PH

6. At the time of the repair, was the vehicle covered by a salvage certificate? Yes No

7. How did you deliver your vehicle to the shop? Drove it in It was towed It was towed and I was along

8. What repairs did you ask the shop to do? _____

9. Were instructions written on the original repair order? Yes No

10. How did you first order the repairs? By telephone In person, by speaking to a shop representative

By written instructions Other, explain _____

11. Did you receive a price estimate before the work was started? Yes No

If yes: List amount of estimate \$ _____

Was the estimate written on the original repair order? Yes No

Did you sign the estimate section of the work order? Yes No

12. Did you receive a copy of the original repair order before repairs were started? (attach copy if available) Yes No

13. Were additional repairs performed? Yes No

If yes: List the additional repairs: _____

Did the shop provide a new total estimate for all repairs? Yes No

Did you approve the additional repairs? Yes No

How did you approve? By phone In person

14. In your opinion, did the shop: Recommend repairs that were not needed? Yes No

Make repairs without permission? Yes No

Force you to pay for repairs that were done without your permission? Yes No

Fail to return replaced parts upon request? Yes No

Charge for repairs that were not made? Yes No

Charge for repairs that were not needed? Yes No

Fail to perform the repairs in a satisfactory manner? Yes No

Refuse to honor a written guarantee? Yes No

IMPORTANT: More questions on the back page (over)

21. On July 22, 2003 I was involved in a motor vehicle accident. The passenger in the car that did not see me and crossed the four lane was killed. The insurance company totaled my vehicle. I had the vehicle repaired by the Chrysler Dealer that I purchased the car from originally. A representative of the State of WI inspected the car and the title was cleared, although labeled such. The work done by my dealer was very satisfactory. The following summer of 2004, the transmission line failed on my vehicle. I had it towed to the dealership and when they called they informed me the cost of repair would be \$220, and that the Service Contract had been terminated. I was surprised to say the least, and called the DaimlerChrysler Service Contract representative. I asked her if it was the policy to cancel the Service Contract if the car was involved in a major accident, and the rep said that it was when the vehicle was totaled. I was not notified that the contract was cancelled. I was upset and the rep was nasty and eventually hung up on me.

22. If the contract was cancelled we should have been notified and some of the amount credited back to us. At no time were we aware that the Service Contract had been cancelled until the vehicle was presented for repairs. The contract was to be terminated on 12/4/05 or 75,000. The vehicle turned 75,000 miles in January '05. The amount should be credited to us of the difference of coverage from 7/22/03 through 12/4/05. Any other folks who have had this occur should be credited what they are owed, and the policy needs to be changed. If a vehicle is made road worthy, inspected and the title reissued the Service Contract should be maintained. Chrysler never asked, notified or had any discussion with us; they just breached the contract without notification.

15. Was the final repair bill (excluding sales tax and towing) more than the amount you authorized? Yes No
16. List the amount of the final repair bill: \$ _____ (excluding sales tax and towing)
17. When repairs were finished, did you receive a final invoice itemizing the parts and labor? (enclose copy if available) Yes No
18. Did you contact the business about your complaint? Yes No When? _____ What happened? _____
19. Have you filed this complaint with another agency? Yes No Agency name? Ins. Com. What happened? at same time
20. Have you contacted a private attorney? Yes No Have you started court action? Yes No
21. Describe your complaint in detail. (Please provide two copies of any papers, including the invoices, contracts, proof of payment, warranties.) Attach additional sheets if necessary. _____

** See separate sheet 21-22*

22. How do you feel your complaint should be resolved? (please be specific) _____

This complaint and the information you provide will be used in efforts to resolve your problem and will typically be shared with the party complained against. It may also be used to enforce applicable state laws. Under Wisconsin's Open Records Law, this complaint will be available for public review upon request, after this department's action is completed.

The above information is true and accurate to the best of my knowledge.

Your signature: _____

Date: 1/22/05

Return this form to our office located nearest to the business:

NORTHWEST REGIONAL OFFICE	SOUTHEAST REGIONAL OFFICE	NORTHEAST REGIONAL OFFICE	SOUTHWEST REGIONAL OFFICE
3610 Oakwood Hills Pkwy	10930 W Potter Rd Ste C	200 N Jefferson St Ste 146A	PO Box 8911
East Claire WI 54704	Milwaukee WI 53228-3450	Green Bay WI 54301	Madison WI 53708-8911
(715) 830-3848	(414) 288-1231	(920) 448-5100	(608) 224-4960
FAX: (715) 830-1645	FAX: (414) 288-1235	FAX: (920) 448-5118	FAX: (608) 224-4963

(800) 422-7128

FAX: (608) 224-4939
EMAIL: datcpHotline@datcp.state.wi.us

TDD: (608) 224-5058
WEBSITE: <http://www.datcp.state.wi.us/>

Your Personalized Service Contract

*Service
Contract*
DaimlerChrysler Corporation

09-600-04 (11/02)

5/75 MAXIMUM CARE PLAN PROVISIONS

2246 - J

ISSUED TO:

SERVICE CONTRACT # 14312029

120 / MD576H

00MD29N

001206

MINERAL POINT WI

VEHICLE IDENTIFICATION NUMBER:

2C9HD36J9YH

EFFECTIVE: 12/04/00

EXPIRES: 12/04/2005 OR 75,000 MI

SELLING DEALER: SS 43473

DEFINITIONS: The following are key words which are included in these Provisions which have particular meaning:

"you, your" - Means "you" the Plan purchaser

"we, us, our" - Means "DaimlerChrysler Corporation"

"Plan" - Means this "5/75 Maximum Care Plan" which is a Service Contract

"Dealer" - Means "Authorized DaimlerChrysler Service Contract Dealer"

"DaimlerChrysler Vehicles" - Means "Chrysler, Plymouth, Dodge, Jeep or Eagle brand vehicles only"

A SERVICE CONTRACT: This Plan is a service contract between you and us. It protects you against major repair bills should a component covered by the Plan fail in normal use. This Plan is not part of the vehicle's factory warranty. We are solely responsible (liable) for fulfillment of the provisions of the Plan.

IMPORTANT! The maximum reimbursable amount should a covered component fail will be THE TOTAL COST OF THE REPAIRS, PER VISIT, LESS THE DEDUCTIBLE, OR THE CASH VALUE OF THE VEHICLE WHICHEVER IS LESS! The cash value of the vehicle will be determined by the average retail value as listed in the current NADA Used Car Pricing Guide. In situations where the repairs costs exceed the cash value of the vehicle, the remainder of the Plan coverage will be cancelled.

PLAN PROVISIONS: These are your plan provisions. Place them in your glove compartment. You must present these provisions to the servicing dealer when requesting plan service. They will describe the plan you purchased and identify you and your vehicle as being eligible for plan service by a specifically assigned service contract number.

This issuance of Plan Provisions by us shall not be deemed as a waiver of our right, or considered a restriction of our right to refuse to pay for service and/or to cancel the Plan should it subsequently be discovered that the vehicle for which the Plan was purchased was not eligible for Plan coverage.

NOTE: In addition to your service contract, your vehicle may also be covered by your vehicle's factory warranty. For warranty coverage details, please refer to your warranty information booklet. THIS PLAN DOES NOT COVER ANY REPAIR WHICH IS COVERED BY THE VEHICLE'S FACTORY WARRANTY.

OBTAINING PLAN SERVICE: Plan service will be provided or assisted by the Dealer who sold you the Plan, at his place of business, using new or authorized remanufactured parts. In the event you cannot return to the selling Dealer for service, you may request service from any Chrysler, Plymouth, Dodge or Jeep Dealer within the 50 States, District of Columbia or Canada.

IMPORTANT! PLAN SERVICE OBTAINED FROM OTHER THAN A CHRYSLER, PLYMOUTH, DODGE OR JEEP DEALER IS NOT REIMBURSABLE UNLESS AUTHORIZED BY DAIMLERCHRYSLER SERVICE CONTRACTS BEFORE THE SERVICE IS PERFORMED. DEALERS CANNOT AUTHORIZE REPAIRS.

ELIGIBLE VEHICLES: All vehicles covered by a 3/36 Basic Warranty (including imports) are eligible within 95 months from the vehicle's factory warranty start date and 36,000 miles.

IMPORTANT! The following vehicles are not eligible for a DaimlerChrysler Service Contract: Vehicles equipped with right hand drive; Motor Homes; Vehicles placed in taxi or limousine service (except vehicles placed in van pool service); vehicle used for emergency service, ambulance, towing or police service; vehicles used for postal, dump truck, snow plow or severe off-road use; vehicles converted from two to four-wheel drive; vehicles altered or converted from the original manufacturer's specifications; vehicles not used in accordance with manufacturer's specifications for payload and/or towing capacity; vehicles equipped with a diesel engine (except DaimlerChrysler); vehicles that operate on other than Gasoline or Diesel Fuel Systems (i.e. natural gas, electric, hybrid gas / electric vehicle); vehicles with a gross weight (G.V.W.) of over 14,000 pounds; vehicles where the factory warranty has been voided or restricted by the manufacturer; vehicles that have been declared to be a total loss by any insurance company, its rebuilt after being declared a total loss, or is issued a title indicating that it is designated as "salvage", "junk", "rebuilt" or words of similar import.

WHEN PLAN COVERAGE STARTS AND ENDS: Trip Interruption and Auto Valet Concierge service starts on the date you purchase the Plan. Car Rental starts on the date you purchase the Plan, and covers those repair instances when a replacement vehicle is not otherwise provided. **ROADSIDE ASSISTANCE AND REPAIR COVERAGE START WHEN THE VEHICLE'S FACTORY WARRANTY EXPIRES.**

PLAN COVERAGE EXPIRES 5 YEARS AFTER THE FACTORY WARRANTY START DATE OR WHEN THE VEHICLE ODOMETER READS 75,000 TOTAL MILES (WHICHEVER OCCURS FIRST).

COVERAGE UNDER THE PLAN: WHAT IS COVERED? The plan will pay the total cost (parts and labor) less a deductible per visit, to correct any of the following mechanical failures, caused by a defect in materials or workmanship of a covered component and are not covered by the vehicle's factory warranty. The only exceptions are those listed under "What is not covered by the Plan."

COMPONENTS COVERED BY THE PLAN INCLUDE (BUT ARE NOT LIMITED TO):

GASOLINE ENGINE: Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Case, Timing Chain, Timing Belt, Gears and Sprockets; Harmonic Balancer; Oil Pump; Water Pump and Housing; Intake and Exhaust Manifolds; Flywheel with Starter Ring Gear; Core Plugs; Valve Covers; Oil Pan; Turbocharger Housing and Internal Parts; Turbocharger Wastegate Actuator; Supercharger; Fuel Injectors; Serpentine Belt Tensioner; Seals and Gaskets for listed components only.

DIESEL ENGINE (DaimlerChrysler Vehicles Only): Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Gears and Cover; Harmonic Balancer; Oil Pump; Water Pump and Housing; Intake and Exhaust Manifolds; Core Plugs; Valve Covers; Oil Pan; Turbocharger Housing and Internal Parts; Fuel Injection Pump and Injectors; Seals and Gaskets for listed components only.

TRANSMISSION: Transmission Case and all Internal Parts; Torque Converter; Drive/Flex Plate; Transmission Range Switch; Transmission Control Module; Bell Housing; Oil Pan; Seals and Gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

FRONT WHEEL DRIVE: Transaxle Case and all Internal Parts; Axle Shaft Assemblies; Constant Velocity Joints and Boots; Front Wheel Bearings; Differential Cover; Oil Pan; Transaxle Speed Sensors; Transaxle Solenoid Assembly; PRNDL Position Switch; Transaxle Electronic Controller; Torque Converter; Seals and Gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

REAR WHEEL DRIVE: Rear Axle Housing and all Internal Parts; Axle Shafts; Axle Shaft Bearings; Drive Shaft Assemblies; Drive Shaft Center Bearings; Universal Joints and Yokes; Seals and Gaskets for listed components only.

FOUR-WHEEL DRIVE (4x4): Transfer Case and all Internal Parts; Axle Housing and all Internal Parts; Axle Shafts; Axle Shaft Bearings; Drive Shafts Assemblies (Front and Rear); Drive Shaft Center Bearings; Universal Joints and Yokes; Disconnect Housing Assembly; Seals and Gaskets for the listed components only.

ALL-WHEEL DRIVE (AWD): Power Transfer Unit and all Internal Parts; Viscous Coupler; Axle Housing and all Internal Parts; Constant Velocity Joints and Boots; Drive Shaft and Axle Shaft Assemblies; Differential Carrier Assembly and all Internal Parts; Output Ball Bearing; Output Flange; End Cover; Overrunning Clutch; Vacuum Motor; Torque Tube; Pinion Spacer and Shim; Seals and Gaskets for listed components only.

STEERING: Steering Gear Housing and all Internal Parts; Power Steering Gear; Power Steering Pump; Steering Shaft Lower Coupling; Rack and Pinion Assembly; Seals and Gaskets for listed components only.

AIR CONDITIONING: Factory or Manufacturer-authorized air conditioning installations only. Air Conditioning Compressor, Clutch, Coil, Condenser, Evaporator, Receiver-Drier, Expansion Valve, Hoses and Lines, Low Pressure Cut-Off Switch, High Pressure Cut-off Switch, Clutch Cycling Switch, Instrument Panel Control Assembly, Power Module, Air Conditioning/Heater Blower Motor; Seals and Gaskets for the listed components only.

ENGINE COOLING & FUEL: Cooling Fan, Clutch and Motor; Radiator; Coolant Temperature Switch; Fuel Pump; Water Pump and Housing; Fuel Tank Bending Unit; Fuel Tank and Lines; Serpentine Belt Tensioner; Seals and Gaskets for the listed components only.

FRONT SUSPENSION: Struts; Strut Mounting Plates; Bushings and Bearings; Upper and Lower Control Arms; Control Arm Shafts; Control Arm Bushings; Upper and Lower Ball Joints; Front Wheel Bearings (front-wheel drive vehicles only).

REAR SUSPENSION: Rear Leaf Springs; Rear Coil Springs; Auxiliary Springs; Spring Interliner; Spring Bushing; Spring Shackles; U-Bolt Rear Spring; Spring Hanger; Axle Trac Bar; Lateral Link Arm; Shock Mount Plate; Rear Trailing Arm Assembly; Stabilizer/Sway Bar; Stabilizer/Sway Bar Link; Stabilizer/Sway Bar Bushing.

ELECTRICAL: Starter Motor and Solenoid; Alternator/Generator; Single Board Engine Controller (SBE); Powertrain Control Module; Distributor; Ignition Coil; Coil Pack Assembly; Voltage Regulator; All Wiring Harnesses; Electronic Fuel Injection System; Windshield Wiper Motor; Rear Window Wiper Motor; Wiper Control Module; Manually Operated Electrical Switches; Neutral Safety Switch; Temperature Sending Unit/Switch; Oil Pressure Sending Unit/Switch; Body Computer; Body Control Module; Rear Window Defroster; Power Window Motors; Power Window Regulator/Flex Track; Power Antenna; Power Seat Motors; Power Door Locks and Linkage; Keyless Entry Receiver/Module; Trip Computer; Message Center; Overhead Electronic Vehicle Information Center; Overhead Electronic Compass/Temperature; Power Sunroof Motor; Convertible Top Motor; Electric Mirror Motor and Controls; Cruise Control Servo; Headlight Door Motor; Concealed Headlamp Module; Clocks; Factory Installed Radio and Speakers (Includes CD and Tape Player).

MOPAR ACCESSORIES: The following Mopar accessories are covered provided they were installed by a DaimlerChrysler authorized facility; Audio Systems (including Compact Disc and Cassette Players); Air Conditioning Systems; Speed Control; EVS (Security Systems); Remote Trunk Release; Power Sliding Rear Windows (trucks); Transmission Oil Cooler; Rear Seat Video Entertainment Systems.

INSTRUMENTATION: Electronic Instrument Cluster; AMP/Voltmeter Gauge; Fuel Gauge; Temperature Gauge; Tachometer; Oil Pressure Gauge; Turbo Gauge; Speedometer.

BRAKES: Master Cylinder; Asselt Booster; Wheel Cylinders; Disc Brake Calipers and Pistons; Brake Lines, Hoses, Fittings, Proportioning Valves; Seals and Gaskets for listed components only.

NOTE: BRAKE SHOES, PADS, ROTORS, AND DRUMS ARE NOT COVERED AT ANY TIME.

ANTI-LOCK BRAKES (ABS): Brake System's Hydraulic Assembly; Pump Motor Assembly; Controller; Sensors, Switches and Relays.

\$100 DEDUCTIBLE: You are responsible to pay only the first \$100 of the total cost of covered component repairs performed during each repair visit. Repairs not covered by the Plan are your responsibility. You may be required to pay state and local taxes in addition to the deductible.

TRIP INTERRUPTION: The Plan will pay up to \$1,000 for lodging, meals, and emergency transportation such as taxi, bus, or airline for you and your family if (1) your vehicle is inoperable due to a failure covered under this Plan or under the factory warranty, and (2) you are more than 100 miles from the address of record. Lodging, meals and car rental receipts must accompany a copy of repair bill and must be mailed to DaimlerChrysler Service Contracts, P.O. Box 2700, Troy, Michigan 48007-2700.

CAR RENTAL ALLOWANCE (OVERNIGHT REPAIRS): Coverage starts on the date you purchase the Plan and is not subject to a deductible. The Plan will pay up to \$30 per day (\$150 maximum) for a rental any time repairs take overnight, and a component covered by the Plan or the manufacturer's Basic Warranty fails.

The Plan will not pay for rental charges for a vehicle that is awaiting service or parts unless the vehicle is inoperable due to a mechanical failure of a covered component, or unless continued operation would cause further damage.

The rental car must be obtained from a Dealer. If a Dealer does not have rental cars available, you may obtain one from a licensed rental agency. Rental coverage is subject to state and local laws and policies imposed by the rental agency. Rental charges in excess of the amount allowed by the Plan are your responsibility. The Plan is not responsible for any refusal of a rental agency to rent a vehicle to you.

DAIMLERCHRYSLER VEHICLES ONLY: The total dollar limit per visit will be increased to \$300 with \$30 per day, if repairs are delayed because of DaimlerChrysler's failure to deliver a DaimlerChrysler replacement part (National Back Order status only) and we are notified of the delay, by the dealer, within the first 5 days of the rental period.

ROADSIDE ASSISTANCE*

NOTE: YOU MUST CALL 1-800-821-2778 FOR THIS SERVICE.

The plan provides assistance due to a disablement caused by any mechanical failure and in addition, the Plan provides coverage for such items as towing to the nearest Chrysler, Plymouth, Dodge or Jeep Dealer or DaimlerChrysler authorized repair facility, flat tire change (with your good spare); battery jump, out of gas delivery (maximum 5 gallons), lockout service i.e. keys locked in car or frozen lock, to a maximum of \$100, per occurrence. Any expense beyond \$100 is your responsibility at the time and site of service. Towing assistance will be dispatched only for mechanical disablements which renders the vehicle inoperative. (See exclusions under "THE PLAN WILL NOT COVER.")

This service is provided to you as part of your service contract to minimize any unforeseen vehicle operation inconvenience and is available 24 hours per day, 365 days per year.

NOTE: 1987 DaimlerChrysler Vehicles Only - The Plan will cover the Roadside Assistance Warranty deductibles (up to \$25 on certain services) during the 3/36 Basic Warranty period.

AUTO VALET CONCIERGE SERVICE*: The Plan will provide you with a specialty service via 1-800-821-2778. 24-hour telephone assistance provides the following services: 1) Directions Assistance - provides trip route guidance and driving "Turn-by-Turn" directions; 2) Lodging reservations; 3) Location & listings of restaurants and other businesses; 4) Airline information; and 5) Other updates including major news events, sports scores and weather reports.

HOW TO USE DAIMLERCHRYSLER ROADSIDE ASSISTANCE*: All required towing, roadside assistance, lockout, and other roadside assistance services described previously **MUST BE ARRANGED AT TIME OF OCCURRENCE** through DaimlerChrysler Roadside Assistance by calling 1-800-821-2778. You should be prepared to provide the DaimlerChrysler representative with your name, service contract number, vehicle license plate number, and location including the phone number you are calling from, and a brief description of the problem.

In some cases, DaimlerChrysler Roadside Assistance may authorize you or your Chrysler, Plymouth, Dodge or Jeep Dealer to arrange for local service and will provide an authorization number to do so. Your service contract will in these instances provide reimbursement of up to \$100 maximum per Roadside Assistance incident, provided that the claim contains: (A) A valid original receipt of payment from the tow/repair facility for the services rendered (Claims which contain other than original receipts may be denied.); (B) The DaimlerChrysler Roadside Assistance authorization number; and (C) Your valid DaimlerChrysler Service Contract number. All Roadside Assistance claims that meet requirements should be sent to:

DaimlerChrysler Roadside Assistance
P.O. Box 17178
Tucson, AZ 85731-7178
Attn: Claims Department
1-800-821-2778

DAIMLERCHRYSLER ROADSIDE ASSISTANCE WILL NOT COVER SERVICES WHICH ARE SOLICITED WITHOUT FIRST CONTACTING DAIMLERCHRYSLER ROADSIDE ASSISTANCE FOR PRIOR AUTHORIZATION.

* All Roadside Assistance and Auto Valet Concierge services are provided through Cross Country Motor Club, Inc., Boston MA 02155, except in Alaska, California, Hawaii, Oregon, Wisconsin and Wyoming where services are provided through Cross Country Motor Club of California, Inc., Boston, MA 02155. Both collectively sometimes referred to as CCMC. CCMC acts merely as a dispatcher of referral service to persons or entities who provide the actual service. These persons and/or entities are independent contractors. Accordingly, CCMC assumes no responsibility for the acts, errors, omissions, negligence, misconduct of such persons and/or entities. All persons availing themselves of the benefits of DaimlerChrysler Roadside Assistance are to look solely to such persons and/or entities for liability arising in connection therewith, and not to CCMC.

No Dealer, Dealer employee or DaimlerChrysler employee has the authority to modify or change any provision of this Plan.

YOUR RESPONSIBILITY: Your responsibility is to properly operate, care for and maintain the vehicle as prescribed in the owner's manual supplied by the manufacturer. You should retain all maintenance receipts to avoid any misunderstanding as to whether or not the maintenance services were performed as required.

Depending on circumstances, DaimlerChrysler Service Contracts reserves the right to inspect, investigate, or demand proof of maintenance BEFORE performance of repairs.

DIAGNOSTIC CHARGES: You may be asked to authorize disassembly and/or diagnostics at the time your repair order is written. Your DaimlerChrysler Service Contract covers disassembly and/or diagnostic charges IF the cause of failure is a covered component under the terms of the plan. If the repair is not covered by the Plan, you will be responsible for the disassembly and/or diagnostic charges.

GOVERNING LAW: Except where prohibited by law, this contract will be governed by Michigan law.

THE PLAN WILL NOT COVER, OR APPLY TO LOSS OR EXPENSE RESULTING FROM:

- ▶ Repairs or replacement of any component covered by the vehicle's factory warranty or recall policies; roadside assistance, loaner vehicles or other services which are eligible to be covered by the vehicle's factory warranty or marketing programs;
- ▶ Repair or replacement of any covered component when it has been determined that the condition existed prior to purchasing the contract;
- ▶ Repairs, Towing, Rental or Roadside Assistance to any vehicle where the odometer (mileage) has been stopped or altered and/or the vehicle's actual mileage cannot be readily determined;
- ▶ Repairs, Towing, Rental or Roadside Assistance necessary as a result of (a) failure to properly care for or maintain the vehicle; (b) fire, accident, abuse, vandalism, negligence or Act of God including but not limited to any vehicle rendered inoperable due to snow, ice or flood; (c) failure to properly operate the vehicle; (d) vehicles that have been used or are being used for competitive speed events such as races or acceleration trials; (e) pulling a trailer that exceeds the rated capacity of the vehicle or failure to adhere to the requirements for vehicles used to pull a trailer as outlined in the owner manual supplied by the manufacturer; (f) tampering with the emission system or with any parts that could affect that system; (g) use of dirty fluids, or fuels, refrigerants or other fluids which are not recommended by the manufacturer; (h) failure due to fluid contamination or sludge; (i) modifications not approved or recommended by the manufacturer;
- ▶ Plan service obtained from other than a Chrysler, Plymouth, Dodge or Jeep Dealer unless authorization is first received from DaimlerChrysler Service Contracts; (Dealers cannot authorize repairs.)

- ▶ Repairs required as a result of use of other than the vehicle manufacturer's parts;
- ▶ Repairs to a covered component caused by the failure of a non-covered component and/or an aftermarket installation not performed by an authorized Chrysler, Plymouth, Dodge or Jeep Dealer;
- ▶ Bodily injury or property damage arising or allegedly arising out of a defect in the design, manufacturer, materials or workmanship of a covered component;
- ▶ Any fines, fees or taxes which are associated with impound towing as a result of actual or alleged violation of any laws or regulations;
- ▶ Repairs, Towing, Rental or Roadside Assistance to vehicles registered and/or operated outside of the 50 States, the District of Columbia and Canada;
- ▶ Maintenance services - engine oil, lubricant, coolant, fluids, filters, battery and cables, spark plugs and wires, belts, lights (bulb, sealed beams, lenses), engine tune-up, suspension alignment, wheel balancing, wiper blades, exhaust systems, heat shields and exhaust hangers; throttle body cleaning;
- ▶ Mechanical - manual clutch assembly; repairs to snow plows, winches and trailer hitches regardless of their installation; damage to flywheel as a result of clutch failure;
- ▶ Brake pads, shoes, rotors and drums; battery are not covered at any time;
- ▶ Shop supplies and materials;
- ▶ Exterior - tires; body sheet metal; glass; plastic lenses; paint; bright metal; bumpers; side-view mirrors (glass/housing); wheel covers; steel wheels; aluminum wheels; door handles; weather strips; rust; water leaks; wind noise; all-outer body panels; spoilers; plastic and fiberglass body parts; vinyl tops; convertible top fabric; repairs or damage caused by environmental factors such as acid rain, tree sap, salt or ocean spray;
- ▶ Interior - trim; carpet; upholstery; dash pad; door and window handles; knobs; buttons; moldings; arm rests and head liner; cargo cover;
- ▶ Loss of use of the vehicle, loss of time, inconvenience, commercial loss, or any incidental or consequential damages.

CANCELLATION AND TRANSFER POLICIES: During the term of the service contract, you have the option to:

- **CANCEL** the remaining Plan coverage and receive a full or pro-rata refund or;
- **AUTHORIZE TRANSFER** of the remaining Plan coverage to the subsequent owner.

Note: Refer to the cancellation/transfer policy section below for details.

CANCELLATION POLICY: If you are the original purchaser of the Plan, you may cancel if you have not authorized transfer of coverage to a new owner. To cancel the Plan you must take your Plan Provisions to the dealership where you purchased the Plan. The dealership will contact DaimlerChrysler Service Contracts to request termination of your contract.

If your vehicle is repossessed or rendered a total loss and your Plan was financed with your vehicle, your rights under this contract transfer to the lienholder. The lienholder is then responsible for requesting termination of the contract through the Dealer where the Plan was purchased. If the Plan was not financed, any refund due will be paid to you by check in your name from DaimlerChrysler Corporation. The check will be mailed to your selling dealer, who will arrange the preferable terms of pickup and delivery.

If you no longer reside in the area where the contract was purchased, or your Dealer is no longer in business, you can initiate the cancellation on your behalf and the check will be mailed directly to you. Simply mail your cancellation request along with your Plan Provisions, proof of payoff and current mileage on the vehicle to:

DAIMLERCHRYSLER SERVICE CONTRACTS
CANCELLATION DEPARTMENT
P.O. BOX 2700
TROY, MI 48067-2700

Or, cancellation requests received within the first 60 days from the original purchase date of the plan, you will be refunded the full amount you paid for the Plan, provided no claims have been paid against the contract. In the event claims have been paid, or requests received after 60 days, your refund will be based on the full amount you paid for the Plan, less a pro-rata adjustment for time or mileage used, whichever is greater, less a cancellation fee as indicated below.

We reserve the right to cancel the Plan after issuance should it be discovered that: (a) the vehicle is ineligible or has been modified/alterd to make it ineligible after Plan coverage has been in effect; (b) failure of the customer to maintain the vehicle as prescribed by the manufacturer; (c) the odometer has been tampered with or has not been repaired by the customer, or (d) non-payment of premium. Your refund will be based on the full amount you paid for the Plan, less any claims paid, less a pro-rata adjustment for the time or mileage used, whichever is greater. Should the amount of claims paid exceed the refund amount, no refund will be issued.

NOTES:

- **Requests Received** - The cancellation refund will be based on the date DaimlerChrysler Service Contracts receives written notification of the cancellation request.
- All refund checks will be made payable to you and/or the lienholder and forwarded to your selling dealer for distribution.

CANCELLATION FEES

(Applies to the state where the Plan was purchased)

STATE	AMOUNT
Georgia	10% of pro-rata refund amount on non-DaimlerChrysler vehicles, not to exceed \$50
New Hampshire	None
All others	\$50 (\$150 - if your Plan was purchased more than one (1) year after the vehicle's factory warranty start date.)

TRANSFER POLICY: The original purchaser may authorize transfer of coverage, provided the Plan has not been canceled. Remaining Plan coverage may be transferred to the first subsequent purchaser of the vehicle AT TIME OF VEHICLE SALE ONLY. Thereafter, the Plan is non-transferable and non-cancelable.

To transfer this service contract, complete the transfer form. Be sure to include your signature. This means you are authorizing transfer of Plan coverage to the new owner. Transfer requests will not be processed: (a) without the signature of the owner for whom these Plan Provisions were originally issued; or (b) if received after 60 days from the date of vehicle ownership change.

You MUST take your Plan Provisions with the completed transfer form and transfer fee to an authorized DaimlerChrysler Corporation Dealer to process BOTH the factory warranty and DaimlerChrysler Service Contract transfers. The DaimlerChrysler Service Contract transfer fee is as follows:

TRANSFER FEES

(Applies to the state where the Plan was purchased)

STATE	AMOUNT
New Hampshire	None
All others	\$50

NOTES:

- Any contract financed on the DaimlerChrysler Service Contract/Dealer Payment Plan is **NOT** transferable until the contract is paid in full.
- Factory warranty transfer fee may apply. Please refer to your owner's manual or ask your dealer for details.

SPECIAL STATE NOTICES

IOWA
If you have any questions or complaints concerning this service contract, they may be addressed to:

Commissioner of Insurance
Iowa Insurance Division
Lucas State Office Building
Des Moines, IA 50319

WISCONSIN

This warranty is only subject to limited regulation by the office of the State of Wisconsin Commissioner of Insurance.