

2006 DEC 15 AM 9: 20

[REDACTED]  
Lehi, Utah  
November 14, 2006

NHTSA  
400 7<sup>th</sup> Street, SW  
Washington, DC 20590

10177476

Dear NHTSA:

I'm filing this complaint against Ultimate Warranty Corp. for failing to pay for the new re-manufacture engine that was put into my 2002 Mazda 626. I have a document from Bountiful Mazda (where I had the repairs done) stating that it was not normal wear and tear with the piston rings. There was scoring on the cylinder walls. I even have a document from the investigator from the Ultimate Warranty Corp. stating that the piston lower compression ring failed. Bountiful Mazda and I have documents showing my vehicle service history. I have kept up with the maintenance on my vehicle. Also, Bountiful Mazda and the investigator from the Ultimate Warranty Corp. could not find the cause to the white smoke that was coming from my vehicle. It is also for that reason that my extended warranty should cover the cost for the repairs, as well as, paying for some of the cost for the car rental. Enclosed are the following documents:

- \* Document stating the events with the repairs on my vehicle
- \* Bountiful Mazda service order/repair bill
- \* Ultimate Warranty Corp. investigator report
- \* Enterprise car rental bill
- \* Extended warranty contract with the Ultimate Warranty Corp.

I would appreciate your help in this matter. Thank you.

Sincerely,  
[REDACTED]

Maria  
12/18/06

Sep. 19, 2006

*Regular Maintenance - oil/oil filter change*

- 22 *I noticed the car was starting to run a little hotter than normal. I parked the car to cool down. It was then filled up with coolant. It drove at normal temperature to the Bountiful Mazda dealership.*
- 23 *I was told that the car needed a new overflow coolant bottle because it had cracked along the seam. This happened one other time during the summer of 2005, where the overflow coolant bottle cracked along the seam. I was also told that the car needs a new cb boot, and it was time to replace the timing belt.*
- 26 *I was told that there was another problem with the car that it was blowing white smoke. They believed it was being caused by the engine. They recommended a new engine. They asked for the warranty information.*
- 27 *I was able to give them the warranty information that morning. The warranty company told the dealership that they would have to tear the engine down to investigate before they would give any answer to whether or not they would pay for a new engine. The warranty company said that they would not pay for the cost of tearing down the engine if they didn't pay for a new engine. The dealership asked for my approval to tear down the engine at my expense if it came down to that.*
- 29 *I gave them approval to tear the engine down that morning.*
- Oct. 3 *I called to find out the status on my car. I was told that they had not torn down the engine, yet. They were still waiting for a lift to become available.*
- 9 or 10 *I called and was told that they are still waiting for the warranty investigator to come. The dealership told me that they had it ready by October 6.*
- 9 or 10 *The dealership asked for a copy of my warranty contract.*
- 11 *I faxed them a copy of my warranty contract.*
- 12 or 13 *I was told that the warranty company would not pay for a new engine. I gave them permission to order a new engine (re-manufacture engine) with a life time warranty.*
- 16 *I was told that the engine had arrived but it was not compatible to my car. I was told that they would have to order another engine from another company that would only have a six month warranty.*
- 17 *I gave them approval to order the other engine that morning.*
- Nov. 1 *I picked up my car at the Bountiful Mazda dealership.*

## Definitions

<b>Administrator</b>	Refers to Ultimate Warranty Corporation.
<b>Contract</b>	Refers to this service agreement <b>Contract</b> .
<b>Coverage</b>	Refers to type of coverage <b>You</b> have chosen.
<b>Deductible</b>	Refers to the <b>Deductible</b> amount <b>You</b> will need to pay as shown on the front of this contract, for <b>Each</b> covered repair.
<b>Covered Repair</b>	Refers to repair or replacement of any covered part(s) approved by the <b>Administrator</b> .
<b>Lienholder</b>	Refers to the entity (if any) that has made a loan to you to finance the <b>Vehicle</b> and this <b>Contract</b> , as identified on the front of this <b>Contract</b> .
<b>Vehicle</b>	Refers to the <b>Vehicle</b> covered by this <b>Contract</b> , as identified on the front of this <b>Contract</b> .
<b>We, Us, and Our</b>	Refers to <b>Ultimate Warranty Corp.</b>
<b>You, Your, Contract Holder</b>	Refers to the purchaser of this <b>Contract</b> .
<b>Roadside Assistance (1st 2 Years FREE)</b>	For <b>Emergency Roadside Assistance</b> call toll-free <b>1-800-451-0459</b> . (1st 2 Years FREE)
<ul style="list-style-type: none"><li>• <b>Towing Assistance</b></li><li>• <b>Battery Boost</b></li><li>• <b>Flat Tire Assistance</b></li><li>• <b>Gasoline</b></li><li>• <b>Lock-Out Assistance</b></li> <li>• <b>To Obtain Service</b></li></ul>	<p>When towing is necessary, <b>Vehicle</b> is towed to the selling dealer or the nearest service facility within 150 miles.</p> <p>If battery failure occurs, a jump-start will be applied to start the covered <b>Vehicle</b> or transport you to purchase a new battery if needed.</p> <p>Driver will change and mount your spare, or transport you to the nearest tire store for repairs.</p> <p>Driver will provide purchaser with two gallons to get you on your way.</p> <p>If <b>Your</b> keys are locked inside of <b>Your Vehicle</b>, <b>We</b> will provide assistance in gaining entry to <b>Your Vehicle</b> or provide a locksmith if needed.</p> <p>Please call direct to obtain Emergency Roadside Service at <b>1-800-451-0459</b>. Service will provide a locksmith if such service is deemed necessary; however service must make all judgements as to the necessity of such service. Service response will be prompt. Service cannot be held responsible for delays that are caused by actions beyond our control, including, but not limited to, severe weather or traffic conditions.</p>
<b>Pre-existing</b>	Pre-existing conditions are not covered by this vehicle service agreement. Pre-existing conditions may be defined as, but not limited to, any part that was broken, was worn beyond serviceable limits, or making noise at the time of purchase. Any component or system that was not functioning properly upon the first attempt to operate is also considered pre-existing and includes, but is not limited to; four wheel drive, air conditioning, and electrical components. All covered parts must be in good working order prior to sale for the vehicle to qualify for this service agreement. The selling dealer must inspect and qualify all vehicles prior to sale. Failures or breakdowns resulting from pre-existing conditions are the responsibility of the service agreement purchaser.
<b>Mechanical Breakdown</b>	The inability of any <b>Covered Component</b> to perform the function for which it was designed due to defects in material or workmanship. <b>Mechanical Breakdown</b> does not include the gradual reduction in operating performance where a failure has not occurred.
<b>What is Not Covered</b>	<ol style="list-style-type: none"><li>1. Any loss when the vehicle's odometer has been tampered with, altered, allowed to remain nonfunctional, disconnected or broken.</li><li>2. <b>Incidental or consequential damages or loss caused by breakdown of components (or otherwise) including property damage, personal injury, inconvenience, loss of vehicle use and commercial loss. Punitive damages are also expressly excluded.</b></li><li>3. Repairs covered by the manufacturer's original warranty on the covered vehicle (whether or not transferred with the vehicle), manufacturer's recall or factory bulletins. Breakdown of components caused by a defect the manufacturer has publicly announced it would correct, but you failed to have corrected.</li><li>4. Repairs required because of collision, abuse, operation without proper lubrication or coolant, road conditions, misuse, negligence, alterations, racing, accidents, fires, floods, riots, acts of God, vandalism, upset, theft, lack of reasonable and proper maintenance, abuse through towing or improper load capacity, abuse through continued operation of an impaired vehicle, or any other losses normally covered by casualty insurance.</li><li>5. <b>Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists, or damage caused by loss of fluids such as: engine oil, transmission fluid, coolant, freon, power steering fluid or axle grease, regardless of the cause of loss of fluid.</b></li><li>6. Any repair to valves or worn piston rings where the malfunction is low compression and/or oil consumption. This is considered normal wear and tear and is not covered.</li><li>7. Any repair of "noisy" or ticking lifters/lash adjusters if they are performing the function for which they were designed and are not collapsed. "Noisy" lifters are defined as a condition of normal wear and tear and are not covered.</li><li>8. <b>Any damage caused by failure to maintain the vehicle under the standards of the manufacturer.</b></li><li>9. Vehicles which are used for commercial use including but not limited to public hire, messenger service, pick-up and or delivery service, rental, hauling or towing, snow plowing, taxi or livery, and vehicles with non-standard equipment installed specifically to facilitate commercial use.</li><li>10. Tires, battery, all glass, lenses, sealed beams, light bulbs, brake rotors and drums, struts, shock absorbers, carburetor and throttle body assemblies, exhaust systems, door handle assemblies, clocks, radios, tape players, compact disc players, graphic equalizers, speakers, telephones, televisions, theft deterrent systems, navigation systems, and radar detectors.</li><li>11. Any parts replacement or service which is considered normal maintenance by the manufacturer, such as: tune-ups, carburetor adjustments, oil changes, chassis lubrication, engine adjustments, fuel system cleaning, repairs related to fuel or oil contamination, spark plugs, front end alignments, wheel balancing, positive crankcase ventilation valves, filters, belts, hoses, constant velocity and double offset joint seals and/or boots, brake linings or pads, and manual clutch assemblies. <b>Timing belts must be replaced within the manufacturer's recommended specifications.</b></li><li>12. Imperfection in paint, trim or other appearance items, squeaks, rattles, wind noises, water leaks, body, door and glass alignment.</li><li>13. Any failures resulting from any aftermarket modifications or suspension lift kits.</li><li>14. Costs associated with loss of time, inconvenience, loss of use of the vehicle and all other consequential damages.</li><li>15. Manual transmission claims will not be approved if the clutch is worn to the extent that it needs to be replaced at the time of transmission failure.</li><li>16. Pre-existing conditions are not covered by this vehicle service agreement. (See Definitions.)</li></ol>
<b>Non-Eligible Vehicle List</b>	<b>Any Vehicle older than 5 Model Years, Any vehicle with over 50,000 Miles, Acura NSX, Aston Martin, Audi Quattro, Bentley, Chevrolet Corvette (6-speed only), Chevrolet SSR, Dodge Viper, Dodge Stealth, Exotic Cars, Ford SHO Series, Ford SVT Series, Ferrari, Grey Market Cars, Hummer, Jensen, Lamborghini, Lancia, Land Rover, Lincoln Blackwood, Livery Vehicles, Lotus, Maserati, Mitsubishi 3000GT, Plymouth Prowler, Range Rover, Rolls Royce, Any Electric or Hybrid Vehicle, Any Modified Vehicle, any vehicle equipped with a 10 cylinder engine or larger, or any vehicle primarily used for commercial purposes.</b>

## Terms and Conditions

Following represents the terms and conditions that apply to **Your Vehicle service Contract**.

### Failure of Covered Parts

**Failure** is defined as a clear defect therein rendering the covered part incapable of performing the function for which it was designed. **Reduced operating performance due to normal wear and tear is not a mechanical breakdown and is not covered by this warranty.**

### Limits of Liability

The limits of Ultimate Warranty Corporation's liability will be the lesser of: The reasonable cost to repair or replace any part with another of like kind and quality, less deductible. "Reasonable costs" are defined as "Charges for the repair or replacement of parts covered under this agreement at prevailing retail labor rates, using parts of like kind and quality, which may include rebuilt or recycled parts, as customarily used in the automobile industry". "Reasonable costs" are also limited to charges necessary to correct the actual cause of a covered mechanical breakdown, repair cost not necessary to correct the covered mechanical breakdown, but which are recommended as part of the overall repair is considered "betterment" and will not be covered. Charges must not exceed the manufacturer's published parts prices as suggested list, and the labor hours must not exceed the published industry-standard times to repair or replace the covered part(s).

**Or**

The aggregate total of all pending and paid claims cannot exceed \$10,000 or the then-current NADA Loan Value of the covered vehicle at the time of repair, whichever is less.

The parties acknowledge that this Contract is between Ultimate Warranty Corporation and the purchaser named above. The dealer named on the front of this Contract has no liability under this contract except to **send payment and copies of this contract to put this warranty into effect**. It is further acknowledged by the parties that the dealer has no authority to amend or otherwise modify the terms of this Contract. The purchaser acknowledges that at the time of the signing of this Contract he or she had the vehicle inspected and that it is in good working order.

### Cancellation

**The Purchaser May Cancel This Contract** by notifying the selling dealer in writing. If the purchaser cancels this Contract within 60 days from the date of purchase, the refund will be 100% of the gross premiums paid to the Administrator, less any amount(s) paid for any claim(s) filed under the Contract and a \$50.00 administration fee. After 60 days, the refund will be 90% of the pro-rated unearned premiums, based on the number of days in force from the effective date, or miles driven from the miles recorded on the front of this Contract, whichever is greater as related to the terms of the Contract less the amount(s) paid for any claims and a \$50.00 administration fee. In the event that the cost of this Contract was financed by a lienholder, then the lienholder shall be the sole payee of any refund. Also, in case of total loss or repossession, the lienholder shall be the sole payee of any refund. All other refunds due sent to remitter.

**The Ultimate Warranty Corporation** may cancel this Contract for **Any Reason** at their sole discretion within the first 60 days after purchase. The refund to the purchaser shall be 100% of premiums paid to the Administrator less the amount(s) paid for any claim(s) filed under the Contract. After 60 days or more, Ultimate Warranty Corporation can cancel this Contract only if: (a) There has been a material misrepresentation or fraud at the time of sale; (b) The purchaser of this Contract has failed to maintain the vehicle as recommended by the manufacturer; or (c) **In the case of nonpayment of premium by selling dealer**. If this Contract is cancelled after 60 days by Ultimate Warranty Corporation, the purchaser's refund will be 100% of the prorated unearned premium paid to the Administrator less the amount(s) paid for any claim(s) filed under the Contract.

### IMPORTANT NOTICE

Our obligations to perform under this Contract are insured by Capital Assurance Insurance Company, Inc. (RRG) Policy Number CARRG01-02. If the Administrator fails to pay a valid claim under this Contract within sixty (60) days after you have filed proof of the claim with the Administrator, then you may make a direct claim against Capital Assurance Insurance Company, Inc. (RRG), 40 Calhoun Street, Suite 200, Charleston, SC 29401 and include a copy of this Contract and a copy of the paid repair order. The following Special State Requirements and/or Disclosures apply if this Contract was purchased in one of the following states:

#### Alabama

The following sentence is added to the section entitled "Cancellation":

"A ten percent (10%) penalty per month will be added to any refund that is not paid or credited within forty-five (45) days after the **Selling Dealer** receives **Your request for cancellation**".

#### Alaska

##### GENERAL PROVISIONS - WHAT IS COVERED:

"This Contract does provide Coverage if **Your Vehicle** is used for snow removal, provided **Your Vehicle** is properly equipped for such use and is not used commercially".

##### GENERAL PROVISIONS - WHAT IS NOT COVERED:

"This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the Contract), and attorney's fees".

#### Arkansas

**The following statement is added to YOUR vehicle service contract: It is not required that YOU purchase a motor vehicle service contract to obtain financing for a new motor vehicle.**

#### Connecticut

**Connecticut Public Act 87-393, Laws 1987, requires an automobile dealer to provide a warranty covering certain classes of motor vehicles as follows:**

**Used vehicles with a sale price of \$3,000 but less than \$5,000**

Provides coverage for 30 days or 1,500 miles, whichever occurs first.

**Used vehicles with a sale price of \$5,000 or more**

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The Vehicle **You** have purchased may be covered by the law. If so, the following is added to this Contract: In addition to the dealer warranty required by this law, **You** have elected to purchase this Contract, 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 Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages, and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

#### Georgia

Our obligations under this Contract are guaranteed by an insurance policy issued by Capital Assurance Insurance Company, Inc. (RRG). 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.

**CANCELLATION OF VEHICLE SERVICE CONTRACT SECTION:** If this Contract is canceled within the first sixty (60) days and no claims have been filed, We will refund the entire Contract price paid. If this Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Contract price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan and the date coverage begins. An administration fee of 10% of the pro-rata refund amount will be applied if this Agreement is canceled by **You**. In the event of cancellation, the Lienholder, if any, will be named on a cancellation refund check as their interest may appear. If **You** have canceled this Agreement and have not received the refund from **Us** or the Administrator within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on the Declaration Page.

Term:

ail

Hawaii Revised Statutes requires an automotive dealer to provide a warranty covering certain classes of used motor Vehicles as follows:

Used Vehicles with less than 25,000 miles at the time of sale

Provides coverage for 90 days or 5,000 miles, whichever occurs first.

Used Vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used Vehicles with 50,000 miles or more but not more than 75,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the dealer warranty required by this law, You have elected to purchase this Contract, 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 Contract. The required dealer warranty is provided free of charge. Furthermore, the Definitions, Coverages, and Exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

#### Idaho

1. The following sentence is added at the top of the first page of this Contract:

"Purchase of this Contract is not required either to purchase or to obtain financing for a motor vehicle."

2. Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Association.

#### Illinois

The section entitled "Cancellation":

"You will be entitled to a full refund of the Contract Price if You provide a written notice of cancellation to the Selling Dealer within the first thirty (30) days after the Contract purchase date, and if You have not filed a claim under this Contract. If You provide a written notice of cancellation to the Selling Dealer after the first thirty (30) days after the Contract purchase date, or if We or the Lien Holder cancels this Contract at any time, You will be entitled to a prorated refund of the Contract Price based on the greater of the number of days the Contract was in force or the miles driven compared to the total time or mileage specified on the first page of this Contract under "Coverage Term," less (i) a cancellation fee equal to the lesser of \$25.00 or ten percent (10%) of the amount of the prorated refund, and minus the amount of claims paid under this Contract."

#### Indiana

Your proof of payment to the issuing dealer for this Contract shall be considered proof of payment to the Insurance Company which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased this Contract.

#### Massachusetts

NOTICE TO PURCHASER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS AGREEMENT.

Chapter 90, Section 7N 1/4 of Massachusetts General Laws 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 the time of sale

Provides Coverage for 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 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 30 days or 1,250 miles, whichever occurs first.

The vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the dealer warranty period and provided protection after the dealer warranty has expired. You have been charged separately only for this Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages, and Exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

#### Minnesota

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 60 days or 2,500 miles, whichever occurs first.

Used Vehicles with 36,000 miles or more but less than 75,000 at the time of sale

Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

**Engine:** Lubricated Parts; Intake Manifolds, Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter. **Transmission:** Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. **Drive Axle:** Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis. **Brakes:** Master Cylinder; Vacuum Assist Booster; Wheel Calipers; Hydraulic Lines and Fittings; and Disc Brake Calipers. **Steering:** Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack. **Note:** The following parts are covered only on vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

The above Coverages are excluded from this Contract during the applicable warranty period, unless the dealer becomes unable to meet its obligations. Your rights and obligations are fully explained in the dealer issued used vehicle limited warranty document.

**New York**

Section 198b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:  
Used vehicles with 36,000 miles or less at the time of sale

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with more than 36,000 miles but less than 80,000 miles at the time of sale

Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale

Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the dealer warranty required by this law, You have elected to purchase this Contract, 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 Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages, and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

**North Carolina**

If this Contract is canceled within the first sixty (60) days and no claims have been filed, We will refund the entire Contract charge paid. If this Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan and the date coverage begins less an administration fee of twenty-five dollars (\$25.00) or 10% of the pro-rata refund amount, whichever is less. In the event of cancellation, the Lienholder, if any, will be named on a cancellation refund check as their interest may appear.

**Oklahoma**

**Disclosure Statement:** This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

**CANCELLATION:**

If this Contract is cancelled within the first sixty (60) days and no claims have been filed, We will refund the entire Contract charge paid to Ultimate. If this Contract is cancelled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. An administration fee of 10% of the pro-rata refund amount will be applied if this Contract is cancelled by You. In the event of cancellation, the lien holder, if any, will be named on a cancellation refund check as their interest may appear.

**Oregon**

"If a Covered Part has a Covered Breakdown at any time outside of Claims Department regular business hours, You may take one of the following steps:  
Wait until regular business hours and then follow the normal claims procedure outlined above; or

Authorize and pay for any teardown or diagnostic time needed to determine whether Your Vehicle has a Covered Breakdown. If You reasonably determine that You have a Covered Breakdown and You choose to have Your Vehicle repaired, You are responsible for paying the repair. You must then call the Administrator during the next available regular business hours so that the Administrator may determine whether there was a Covered Breakdown. If the Administrator determines that there was a Covered Breakdown, then We will pay You in accordance with the terms and conditions of this Contract."

**Rhode Island**

Section 31-5.4 of Rhode Island General Business Law requires an automobile Dealer to provide a warranty covering certain classes of used motor Vehicles as follows:

Used Vehicles with 36,000 miles or less at the time of sale

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used Vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale

Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, 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 Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages, and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

**North Carolina**

If this Contract is canceled within the first sixty (60) days and no claims have been filed, We will refund the entire Contract charge paid. If this Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan and the date Coverage begins. In the event of cancellation, the Lienholder, if any, will be named on a cancellation refund check as their interest may appear.

This contract is not guaranteed by the Property and Casualty Guarantee Association.

**Virginia**

The definition of "We," "Us" and "Our" under Important Definitions on the front page of this Contract is replaced with the following:

"We," "Us" and "Our" refers to Ultimate Warranty Corp.

**Washington**

The implied warranty of merchantability on the motor vehicle is not waived if this Contract has been purchased within ninety (90) days of the purchase date of the motor vehicle.

**CANCELLATION:**

- a. You may cancel this Contract by returning it to the Administrator. An odometer statement indicating the odometer reading at the date of the request will be required. A ten percent (10%) penalty will be added to any refund that is not paid within 30 days of return of the Contract to the Administrator.
- b. We may cancel this Contract for non-payment of the Contract charge, or for misrepresentation in obtaining this Contract or in the submission of a claim. If canceled, written notice of cancellation including the actual reason for the cancellation will be mailed to the last mailing address known to the Administrator at least:
  - 1. 10 days before the effective date of cancellation if canceled for non-payment of the Contract charge.
  - 2. 45 days before the effective date of cancellation if canceled for any other reason.

**West Virginia**

You may cancel this Contract at any time within the first ninety (90) days after the Contract purchase date by contacting the Selling Dealer. After that ninety (90) day period, this Contract may be cancelled only by Us or the Lien Holder as specified herein.

# ULTIMATE

WARRANTY CORP.



10/23/06

**General****Verbal Report Given To:** [REDACTED] VOICE MAIL**Labor Rate at RF:** 90.00 and it was Quoted

<b>Date Inspected:</b>	Oct. 11th, 2006	<b>Time Inspected:</b>	12:45 PM Pacific
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**Vehicle Information****Reported Yr/Mk/Md:** 2002 MAZDA 626

<b>Year:</b>	2002	<b>Make:</b>	MAZDA
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**Model:** 626**VIN:** 1YVGF22DX25 [REDACTED]**Reported Mileage:** 63990**Mileage:** 63990**Engine Type:** 2.5L V6

<b>Oil Level:</b>	Drained	<b>Engine Oil Condition:</b>	Good
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<b>Oil Filter Name/Brand:</b>	MAZDA	<b>Oil Filter Condition:</b>	Good
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<b>Coolant Level:</b>	Drained	<b>Coolant Condition:</b>	Good
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**Transmission:** AUTO

<b>Transmission Level:</b>	N/A	<b>Trans Fluid Condition:</b>	N/A
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**Wheel Drive Type:** Front Wheel Dr.

<b>Differential Fluid Level:</b>	N/A	<b>Diff Fluid Condition:</b>	N/A
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<b>Transfer Case Level:</b>	N/A	<b>T/Case Fluid Condition:</b>	N/A
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<b>Power Steering Level:</b>	Full	<b>P/S Fluid Condition:</b>	Fair
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<b>Brake Fluid Level:</b>	Full	<b>Brake Fluid Condition:</b>	Fair
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<b>Hoses:</b>	Old/Good	<b>Belts:</b>	Old/Good
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<b>Air Filter Name/Brand:</b>	OEM	<b>Air Filter Condition:</b>	Good
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**Comments:****Service History:** CAN BE FAXED**Commercial Use:** No**Modifications:** No

# ULTIMATE

WARRANTY CORP.



**Towed Or Driven:**

Driven In

**Overall Condition:**

Fair

**Collision:**

No

**Recalls/TSB's:**

NONE

**Repair Order #:**

638021

**Repair Order Date:**

Sep.  
23rd,  
2006

**Customer Complaint:**

SEE PICTURES OF RO

**State of Assembly:**

ENGINE OUT, HEADS OFF, #2, 6 PISTONS REMOVED.

**Findings and Recommendations:**

THE TECH HAS DEMONSTRATED THE COOLANT RESERVOIR HAS A SEAM SEPARATION CAUSING LOSS OF COOLANT. THE ENGINE HAS NO SIGNS OF OVERHEATING, NO CYLINDER HEAD WARPAGE, NO PISTON TO CYLINDER WALL CONTACT. THE #2 CYLINDER HAS A BROKEN LOWER COMPRESSION RING, WITH SLIGHT CYLINDER WALL SCORING. CROSS HATCH IS STILL VISIBLE. NO SIGNS OF COOLANT IN THE OIL AT THIS TIME.

**Inspector's Opinion of Cause of Failure:**

COOLANT RESERVOIR FAILURE. UNRELATED #2 PISTON LOWER COMPRESSION RING FAILURE.

**THE ATTACHMENTS TO THIS  
DOCUMENT HAVE BEEN REMOVED  
TO PROTECT UNWARRANTED  
INVASION OF PERSONAL PRIVACY  
PURSUANT TO EXEMPTION 6 OF  
THE FREEDOM OF INFORMATION  
ACT (FOIA), 5 U.S.C. 552(b)(6).**