



U.S. Department of Transportation
National Highway Traffic Safety Administration

DOT Auto Safety Hotline
Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET:www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100148

Date Received

Repository

2007 DEC 12 AM 11:49
07-NOV-2007

Reference No.
10208138

OWNER INFORMATION (Type or Print)

Name [REDACTED]
Address [REDACTED]
City NORTH LAS VEGAS State NV Zip Code [REDACTED]

Daytime Telephone Number [REDACTED] E-mail Address [REDACTED]
Evening Telephone Number [REDACTED]

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? YES NO
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.
Signature of Owner [REDACTED] Date 11/20/07

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side: 1MELM13P [REDACTED]
Make MERCURY Model TRACER Model Year 1997
Date Purchased 01-OCT-06 Dealer's Name and Telephone Number [REDACTED] Engine: No: Cylinders 4 Fuel Type: Gas
Original Owner Dealer's City [REDACTED] State [REDACTED] Zip Code [REDACTED]
Transmission Type AUTOMATIC Antilock Brakes Cruise Control Powertrain FRONT WHEEL DRIVE Vehicle Component Code 061000 ENGINE AND ENGINE COOLING:ENGINE
Multiple Failure: 1

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s) 08-OCT-2007 Failure Mileage 91698 Failure Speed 45

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make [REDACTED] Tire Model (Name or Number) [REDACTED] Tire Size (Example P215/65R15) [REDACTED]
DOT No. (Example: DOTMA9ABC036) Original Equipment Prior Repair Failure Location: [REDACTED]
Tire Component Code [REDACTED] Tire Failure Type [REDACTED]

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make: [REDACTED] Date Manufactured: [REDACTED] Model No./Name: [REDACTED]
Seat Type: [REDACTED] Installation System: [REDACTED]
Child Seat Component Code: [REDACTED] Failed Part: [REDACTED]

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), Failure(s), Crash(es), and injury(ies).)

Crash Yes No Fire Yes No
Number of Persons Injured 0 Number of Deaths 0 Reported to Police N

Narrative Description of Incident(S), Crash(es), and Injury(ies).
Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e. parts repaired or replaced (and if old part is available).

TL*THE CONTACT OWNS A 1997 MERCURY TRACER. ON OCTOBER 8, 2007, THE CONTACT DROVE TO THE DEALER BECAUSE THE VEHICLE WAS LEAKING COOLANT. AFTER THREE HOURS OF INSPECTING THE VEHICLE, THE CAUSE OF THE FAILURE WAS STILL UNDETERMINED. THE DEALER ADVISED HER TO BRING THE VEHICLE BACK IN A FEW DAYS. A COUPLE OF DAYS LATER, WHILE DRIVING 45 MPH, THE VEHICLE BEGAN LOSING SPEED AND THE ENGINE FAILED. THE VEHICLE WAS TOWED BACK TO THE DEALER AND THEY STATED THAT THE ENGINE FAILED. THE VEHICLE HAS AN EXTENDED WARRANTY THROUGH ANOTHER COMPANY. THE VEHICLE WAS INSPECTED BY THE WARRANTY COMPANY, BUT THEY REFUSED TO PAY FOR THE REPAIR WORK. THE DEALER REFUSED TO PERFORM THE REPAIR. THE CONTACT BELIEVED THAT THIS WAS BECAUSE SHE REPORTED THE DEALER TO THE BETTER BUSINESS BUREAU. THE CURRENT AND FAILURE MILEAGES WERE 91,698.

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice. ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

Vehicle Customer Care

[REDACTED]
[REDACTED]
N Las Vegas, NV, [REDACTED]

Dear [REDACTED]

Congratulations on the purchase of your extended warranty for your Mercury Tracer. You will have peace of mind knowing that Vehicle Customer Care has the most comprehensive coverage which includes:

Enclosed, you will find a copy of your warranty application (which provides the details of your specific plan), your finance agreement (if applicable) and a brochure detailing the benefits and use of your warranty. You should keep this information in your car for immediate use if you need service. Present your service contract to any authorized dealer when you need services.

You will also find your identification card attached to this letter. This card contains the basic information about your warranty including the number to call for roadside assistance. You should keep this card handy for quick reference.

If you have any questions about the coverages and/or use of your specific plan, please call our Customer Care Department at 1-(800)-649-1856, 8 a.m. to 5 p.m. CST Monday through Friday.

Thank you for placing your trust in Vehicle Customer Care.

Sincerely,

Joshua Thompson

Joshua Thompson
Customer Care Manager

P.S. "SPECIAL BONUS!" Refer a friend or family member, and when they choose extended coverage we will send you \$50.00 as a Thank You. Remind them to ask for Chris Kim and that you have referred them. All contracts are subject to a cancellation fee.

Vehicle Customer Care

ID: [REDACTED] Vin: 1melm13p7v [REDACTED]

Name: [REDACTED]

Term: 48 Miles: 60000 Ded: [REDACTED]

Year: 1997 Make: Mercury

Model: Tracer

Claims: [REDACTED] Roadside: 8664647396

↑ Bend Here to Remove ↓

VEHICLE CUSTOMER CARE



Customer Service/Claims: [REDACTED]

This is Your CUSTOMER CONTRACT NUMBER. Please use this number in any phone or written communication.

[REDACTED]	48060VES	726094	3617
YOUR CONTRACT NUMBER	YOUR CONTRACT PLANCODE	SELLING DEALER CODE	LOCAL AGENT CODE

CONTRACT HOLDER (You, Your):

CONTRACT HOLDER ADDRESS:

CONTRACT HOLDER CITY, STATE, ZIP:

CONTRACT HOLDER PHONE NUMBER:

N Las Vegas, NV, [REDACTED]

DESCRIPTION OF YOUR VEHICLE:

YEAR	MAKE	MODEL	VEHICLE ID NUMBER	CONTRACT CHARGE	DEDUCTIBLE AMOUNT
1997	Mercury	Tracer	1melm13p7v [REDACTED]	[REDACTED]	[REDACTED]

DEDUCTIBLE PLAN

PER VISIT

FULL PAY MONTHS TERM MILEAGE

INSTALLMENT

48 60000

*CONTRACT PURCHASE DATE

*ODOMETER MILEAGE AT CONTRACT PURCHASE DATE

11/21/2006

73482



SURCHARGES

4 X 4 DIESEL ENGINE

TURBO/SUPERCHARGER WEAR AND TEAR

COMMERCIAL USE

SELLOR/LESSOR:

Dealer Services

SELLOR/LESSOR ADDRESS:

100 Mall Parkway

SELLOR/LESSOR CITY, STATE, ZIP:

Wentzville, MO, 63385

SELLOR/LESSOR PHONE NUMBER:

800.649.1856

LIENHOLDER: (Entity financing VSC)

Mepco Premium Financing



***All vehicle plans require a mandatory "Waiting Period" before Coverage takes effect. The "Waiting Period" = 30 days and 1,000 miles from the Contract Purchase Date and Odometer Mileage at Contract Purchase Date. 30 days and 1,000 miles will be added to the term of Your Contract.**

The definition of "We Us and Our" used frequently throughout the Vehicle Service Contract is defined as Warrantech Automotive, Inc., P.O. Box 1179, Bedford, TX 76095, (800)577-6624. Please refer to the Vehicle Service Contract for additional Definitions.

Our obligations under this Vehicle Service Contract are insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, New York, NY 10038. If a covered claim is not paid within sixty (60) days [except Arizona thirty (30) days], after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call (877) 528-7878 for instructions.

NOTE to Arizona residents: the Vehicle Service Contract Administrator and Obligor is WARRANTECH AUTOMOTIVE, INC., P.O. BOX 1179, Bedford, TX 76095, (800)577-6624.

AUTHORIZED SELLER SIGNATURE

Gregory E. Hutton

DATE

11/21/2006

CONTRACT HOLDER SIGNATURE

per phone

DATE

11/21/2006

If this Vehicle Service Contract has been financed, the Lienholder shall be entitled to any refunds resulting from the cancellation of this Vehicle Service Contract for whatever reason. This would include cancellation for non-payment, repossession of the vehicle, or total loss of vehicle.

25AWAIVCCNAWS0507

PAYMENT PLAN AGREEMENT

Payment Plan Servicer: **Mepco**
 174 N. Michigan Avenue
 Chicago, IL 60601
 800.397.6767
 fax 312.853.0535
 www.mepco.com

Note to California Residents: If married, you may execute this agreement separately as an individual. **Contract Number:** 143575321

Purchaser:

NAME: _____

ADDRESS: _____

CITY: N Las Vegas ST: NV ZIP: _____

PHONE: _____ FAX: _____

E-MAIL: _____

Seller: CODE: A05546

NAME: Dealer Services

ADDRESS: 100 Mall Parkway

CITY: Wentzville ST: MO ZIP: 63385

PHONE: 1.800.649.1856 FAX: _____

E-MAIL: _____

SALESPERSON: Chris Kim

Payment Plan Terms	
Total Sales Price	_____
Down Payment <small>(Minimum 10% of Total Sales Price)</small>	_____
Balance of Sales Price <small>(Total Sales Price less Down Payment)</small>	_____
Number of Payments	_____
Amount of Each Payment <small>(Balance of Sales Price divided by Number of Payments)</small>	_____
Payment Date (each month) <small>(First due date no more than 30 days from sale date)</small>	<u>12/20/2006</u>
Final Payment Date <small>(Date of last payment)</small>	<u>11/20/2008</u>

This Payment Plan Agreement (this "Agreement") is by and between Purchaser (as shown above) and the Administrator of the vehicle service contract listed above ("VSC") and is entered into as of the date set forth below as the date of execution by Administrator. Seller is executing agreement on behalf of and as agent for Administrator.

Purchaser wishes to purchase the VSC issued by Administrator and sold by the Seller as listed above, as to the vehicle described as follows (the "Vehicle"):

Make: Mercury Model: Tracer Year: 1997

VIN: 1melm13p7vw Term: 48 / 60000
Months Miles

In consideration of Purchaser being afforded the opportunity to pay for the VSC under the installment payment program, the Purchaser and Administrator acknowledge and agree as follows:

Purchaser has paid to Seller in cash the down payment disclosed above towards the Total Sales Price of the VSC. The Balance of Sales Price shall be paid by Purchaser to Administrator in care of Administrator's service provider for collection, Mepco Insurance Premium Financing, Inc. ("MEPCO"). Purchaser promises to pay Administrator the Balance of Sales Price by the payment option shown below.

Purchaser shall pay the Balance of Sales Price in accordance with the payment method selected by Purchaser from the option set forth below.

Payment Option 1: Authorization for Credit Card Payment

The Balance of Sales Price may be paid by Purchaser through, and Purchaser hereby authorizes Administrator and/or MEPCO to make, the applicable number of consecutive monthly charges to Purchaser's MasterCard or Visa credit card account listed below, in the amounts and at the times disclosed above, until such time as the Balance of Sales Price is paid in full, together with applicable charges if any, or unless and until Administrator and/or MEPCO has received written notification of termination from Purchaser in time to allow reasonable opportunity to act on it.

Credit Card Number: _____ Expiration Date (MM/YY): _____

I authorize charges to my credit card account for the purchase of the VSC in accordance with this Agreement.



Payment Option 2: Authorization for Checking Account Direct Debit

The Balance of Sales Price may be paid by Purchaser through, and Purchaser hereby authorizes Administrator and/or MEPCO to instruct Purchaser's financial institution describe below to make the applicable number of consecutive monthly payments in the amounts and on the dates disclosed above from the account listed below, by electronic automatic debit of Purchaser's checking account. This authority will remain in effect until Administrator and/or MEPCO has received written notification of termination from Purchaser in time to allow reasonable opportunity to act on it or until the final installment payment has been paid from the account listed below.

Routing Number (Must be 9 digits - long): _____ Checking Account Number: _____

I authorize charges to my direct deposit account for the purchase of the VSC in accordance with this Agreement.

Payment Option 3: Monthly Bill

The Balance of Sales Price shall be paid directly by Purchaser in accordance with the Payment Plan Terms listed above. Purchaser shall receive a monthly bill, and shall make payment on or before the Payment Date of each consecutive month until the Balance of Sales Price, together with any applicable late charges, are fully paid, or until such time as Administrator and/or MEPCO has received written notification of termination from Purchaser. Purchaser shall send such payments to Administrator c/o MEPCO at 174 N. Michigan Avenue, Third Floor, Chicago, Illinois 60601, or at such other address as MEPCO or Administrator may provide in writing to the Purchaser.

Monthly Installment Payments

If Purchaser exercises the right to cancel the VSC before making all installment payments hereunder, Purchaser will send written notice thereof to Administrator or Seller. Unless it shall previously have received such a written notice, and unless prohibited by applicable law, (i) a late payment fee may be imposed in the amount of the lesser of 5% of the late payment or \$5.00 in respect of any installment payment not received by MEPCO within 5 days of the scheduled payment date therefore (the "Late Charge"), and (ii) Mepco is authorized by Purchaser to direct Administrator to cancel Purchaser's VSC if any installment payment has not been received by MEPCO within 30 days of the scheduled payment date therefor.

Seller and Purchaser certify to Administrator that Purchaser's decision to purchase the VSC from Seller under the installment payment program did not cause Seller to charge Purchaser a different Total Sales Price for the VSC or for the Vehicle than Purchaser would have paid if Purchaser had decided instead to pay the purchase price of the VSC in full at the time this Agreement was executed.

The content and format of this Agreement have been adopted to provide Purchaser with important information in a clear and familiar form, and their use does not imply that any particular federal or state law relating to lending or installment sales is applicable to this Agreement or the transaction it contemplates.

PURCHASER per phone _____ Date: 11/21/2006

SELLER AS AGENT FOR ADMINISTRATOR By: Gregory E. Hutton Date: 11/21/2006

NOTE TO PURCHASER: FURTHER PROVISIONS FOLLOW Its _____

ADDITIONAL PROVISIONS

PROMISE TO PAY. In consideration of the sale of the VSC to Purchaser, Purchaser promises to pay to Administrator the Balance of Sales Price shown above, according to the provisions of this Agreement. Purchaser shall not have any right to reduce any amounts owed to Administrator pursuant to this Agreement for any reason whatsoever.

AMOUNT DUE FOLLOWING CANCELLATION. In the event that the VSC is cancelled for any reason whatsoever, Administrator shall calculate the portion of the Total Sales Price that has been earned through the date of cancellation plus all applicable late fees and other charges provided under this Agreement (collectively, the "Earned Amount"). In the event that Purchaser has made total payments to Administrator (the "Paid Amount") In excess of the Earned Amount, Administrator shall refund to Purchaser the amount by which the Paid Amount exceeds the Earned Amount. In the event that the Paid Amount is less than the Earned Amount, Purchaser shall promptly pay to Administrator the amount by which the Earned Amount exceeds the Paid Amount.

POWER OF ATTORNEY. Following any default hereunder, Purchaser hereby irrevocably appoints Administrator and MEPCO as its true and lawful attorney-in-fact until all amounts payable hereunder are paid in full. Administrator and MEPCO shall have full power under this power of attorney to (I) cancel the VSC, (II) receive, demand, collect or sue for any amounts relating to the VSC, (III) endorse or execute, in Purchaser's name, all checks Issued and all other documents or Instruments relating to the VSC, and (IV) take such other actions as are necessary to further the purposes of this Agreement.

LATE CHARGE AND FINANCE CHARGE. If any installment payment hereunder is more than five days late, and except as prohibited by applicable law, Purchaser agrees to pay Administrator the Late Charge. Nothing herein shall be considered to waive any default hereunder or to grant any grace period with respect to any default for failure to make any payment on the date it is due. Additionally, Purchaser agrees to pay to Administrator a fee of \$20 for each check or each debit that is dishonored by Purchaser's bank.

PREPAYMENT. Purchaser shall have the right prepay the entire outstanding balance hereunder at any time, without penalty.

DEFAULT. IN the event that (I) Purchaser fails to make any payment due hereunder or comply with any other provision hereof, defaults under any other agreement with Administrator or If Administrator reasonably believes, for any reason, that Purchaser may not honor its obligations hereunder: or (II) Purchaser becomes the subject of any voluntary or Involuntary bankruptcy proceedings, has a receiver or trustee appointed for it or its property, makes an assignment for the benefit of its creditors or admits in writing that it is unable to pay its debts as they mature, then all respect to the VSC and retain the amount owing hereunder (and remit any surplus in excess of \$5.00 to Purchaser) and take any other action to enforce Administrator's rights hereunder. Administrator shall be entitled to reasonable attorney's fees and expenses Incurred in enforcing its rights or collecting any amounts due hereunder. Purchaser hereby releases and discharges Administrator and MEPCO from any liability for damages with respect to any action take following a default by Purchaser and shall Indemnify and hold Administrator and MEPCO harmless from any liabilities, claims, damages or causes of action In connection with any such action by Administrator.

PAYMENTS AFTER CANCELLATION. Any payment made by Purchaser after Administrator, MEPCO or Seller has mailed a notice of cancellation to Purchaser will not constitute a reinstatement of the VSC but will be applied to Purchaser's outstanding obligations under this Agreement. Neither the acceptance nor the application of any such payments shall constitute an undertaking by Administrator to take steps to attempt to reinstate such VSC or constitute a waiver of any default hereunder. Notwithstanding any cancellation of any VSC, Purchaser shall remain liable under this contract until Administrator is in receipt of the full amount payable hereunder.

ACCEPTANCE, RATIFICATION, ACCURACY. This Agreement shall be effective upon the mailing by Administrator of acceptance of this Agreement to Purchaser. The making of the first payment by or on behalf of Purchaser shall constitute a ratification of this Agreement even if the Agreement is not signed by or on behalf of Purchaser agrees that Administrator shall have the authority to revise this Agreement to Insert any provision omitted (Including but not limited to the due date of the first Installment) upon written notice to Purchaser, by Administrator or Seller as agreed upon by Purchaser and Administrator or Seller. In addition, if the total payments due hereunder are Increased due to warranty underwriting consideration. Administrator shall have, following Purchaser's authorization, the right to revise the figures on the face of this Agreement. Any change by Purchaser (by way of deletion, modification, supplementation or otherwise) to the preprinted portion of this Agreement shall render the Agreement voidable, at Administrator's option.

ASSIGNMENTS. Administrator may, with or without notice Purchaser, assign or pledge its rights, title and Interest In, to and under this Agreement and the collateral and power of attorney herein described. Upon notice from any such assignee, Purchaser shall make all payments to such assignee without defense, offset or counterclaim as to such assignment.

WAIVERS, REMEDIES, ENTIRE AGREEMENT, GOVERNING LAW. Administrator's failure to require strict performance of any provision hereof or to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any future right under such provision, but the provision shall continue and remain In full force and effect. The exercise of any rights or remedies by Administrator under this Agreement are cumulative and shall not preclude Administrator for exercising any other right or remedy it may have hereunder or at law. Each provision hereof shall be interpreted In such manner as to be effective and valid under applicable law. If any provision hereof is held to be unenforceable or Invalid under applicable law, such provision shall not Impair the validity or enforceability of the remaining provisions hereof. This Agreement shall be governed and construed In accordance with the laws of the State of Illinois.

IMPORTANT INFORMATION YOU NEED TO KNOW

CUSTOMER SUPPORT NUMBER – Please see the box labeled **Your Contract** Number on the **Registration Page**. This is **Your** CUSTOMER SUPPORT NUMBER. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR FINANCE A MOTOR VEHICLE.

THINGS TO DO NOW

Verify **Registration Page** – The **Registration Page** must be attached to the front of this **Contract** to complete and validate this **Contract**.

Check Plan Code – Not every part of **Your Vehicle** is covered by this **Contract**. **Coverage** is identified by the last three (3) letters of the Plan Code as shown on the **Registration Page** of this **Contract**. Please compare the last 3 letters of the Plan Code on the **Registration Page** with the Plan Code and Corresponding **Coverage** as listed under the Schedule of Coverages. If this box was left blank, or the Plan Code is inaccurate, contact **Your Administrator** immediately.

Check **Your Deductible** – Please check the box labeled **DEDUCTIBLE** on **Your Registration Page**. A dollar amount should be in the box which identifies the portion of the covered repair **You** will be required to pay if **You** have a claim. If no dollar amount is in the box, contact **Your Administrator** immediately.

NOTE: This **Contract** is not valid unless **You** have signed the **Registration Page** and it has been attached to the front of this **Contract**.

THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT

Properly Maintain **Your Vehicle** and KEEP THE RECEIPTS – This **Contract** is only valid if **Your Vehicle** has been maintained in accordance with the manufacturer's specifications. Keep copies of all receipts (oil changes, lubrication, etc.), as proof of maintenance will be required when **You** file a claim. SEE SECTION: "PROVISIONS OF THIS VEHICLE SERVICE CONTRACT" FOR SPECIFIC MAINTENANCE REQUIREMENTS.

OBTAIN APPROVAL PRIOR TO HAVING WORK PERFORMED THAT MAY BE COVERED BY THIS **CONTRACT**. If **You** believe the failure may be covered by this **Contract**, call the **Administrator** personally, or instruct the repair facility performing the work to call and **Register** the claim BEFORE THE WORK IS PERFORMED. SEE SECTION: "CONTRACT HOLDER'S GUIDE TO FILING A CLAIM".

DEFINITIONS

The following definitions apply to words frequently used in this **Contract** and appear in Bold Faced Type:

You, Your – Means the **Contract** Holder shown on the **Registration Page** or the person to whom this **Contract** was properly transferred.

We, Us, Our – Means the obligor of this **Contract** as stated on the **Registration Page** attached to this **Contract**.

Administrator – Means the **Administrator** as shown on the **Registration Page**.

Contract – Means this Vehicle Service **Contract** which **You** have purchased from **Us** to protect **Your Vehicle**.

Registration Page – Means the numbered document which must be attached to and forms part of this **Contract**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

Schedule of Coverages – Lists the **Coverages** provided to **You** for **Your Vehicle** under this **Contract**.

Coverage – Means the protection **You** have selected, as listed in the **Schedule of Coverages** Section.

Vehicle – Means the **Vehicle** which is described on the **Registration Page**.

Deductible – Means the amount **You** are required to pay, as shown on the **Registration Page**, for covered **Breakdowns**. Once a part is repaired or replaced under the terms of this **Contract**, there will be no **Deductible** for future repairs to that part.

Breakdown – Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. **Subsequent Damages** resulting from the **Breakdown** of a covered part are covered by this **Contract**, except when **You** have failed to perform the recommended maintenance services for **Your Vehicle**.

Subsequent Damage – Means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part.

Consequential Damage – Means an event or damage that occurs separately as a consequence or result of the failure of a covered or non-covered part, such as, loss of time or use, inconvenience, commercial loss, personal injury or property damage.

Registered – Means a claim has been **Registered** only when the **Administrator** has been contacted and has issued a claim reference number.

Pre-existing – Means a condition that within all reasonable mechanical probability relates to the mechanical fitness of **Your Vehicle** prior to **Contract** issuance.

Commercial Use – Means **Vehicles** used for Farming or Ranching, Route Work, Job-Site Activities, Service or Repair Work, Delivery of Goods and Snow Removal (**Vehicle** must be equipped with factory installed or factory authorized snowplow package). Usage must not exceed manufacturer's ratings and/or limitations.

Preferred Repair Facility – A Repair Facility that has been selected and assigned by the **Administrator** to provide quality service to the customer (not available in all areas).

PROVISIONS OF THIS VEHICLE SERVICE CONTRACT

This **CONTRACT** is between **US** and **YOU**, and is subject to all the Terms and Conditions contained herein.

1. CONTRACT PERIOD

Vehicle Plan expiration is measured in time/mileage from the Contract Purchase Date and Odometer Mileage (at Contract Purchase Date) All Plans require a mandatory "Waiting Period" before Coverage takes effect. The "Waiting Period" = 30 days and 1,000 miles from the Contract Purchase Date and Odometer Mileage at

Contract Purchase. 30 days and 1,000 miles will be added to the term of Your Contract.

2. COVERAGE

The **Coverage** afforded **You** for **Your Vehicle** is fully described in this **Contract**. Please see section: "**Schedule of Coverages**" of this **Contract**. **Coverage** under this **Contract** will expire according to the Month and mileage Term, whichever occurs first, as shown on the **Registration page**, and/or when the Limits of Liability for the **Contract** have been reached.

3. BREAKDOWN OF COVERED PARTS

We will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of a part listed in the **Schedule of Coverages**. REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, INDEPENDENTLY MANUFACTURED/DISTRIBUTED OR OF LIKE KIND AND QUALITY.

4. DEDUCTIBLE

In the event of a **Breakdown** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to Rental **Coverage**, if provided by this **Contract**. **You** have a Per Visit **Deductible**, as shown on the **Registration Page** that will be applied on a Per Repair Visit basis. Should a covered **Breakdown** take more than one visit to repair, only one **Deductible** will apply for that **Breakdown**. In addition, fifty dollars (\$50) of any **Deductible** will

be waived for repairs made at a **Preferred Repair Facility**. You may contact the **Administrator** for help in locating a **Preferred Repair Facility** (not available in all areas).

5. **TERRITORY**

This **Contract** applies only to **Breakdowns** that occur and repairs made within the United States of America and Canada.

6. **LIMITS OF LIABILITY**

- a. **Per Repair Visit** - Our liability for any one (1) Repair Visit shall in no event exceed the trade-in value of **Your Vehicle** at the time of said Repair Visit, as listed in the NADA Used Car Guide.
- b. **Aggregate** - The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed the price **You** paid for **Your Vehicle** (excluding tax, title and license fees).

7. **MAINTENANCE REQUIREMENTS**

- a. **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. NOTE: **Your** Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance **Schedule** that applies to **Your** conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions may result in the denial of **Coverage**. If an Owner's Manual is not provided, **You** can contact **Your Vehicle's** manufacturer for maintenance requirements.
- b. It is required that verifiable receipts be retained for the service work. Or, if **You** perform **Your** own service, **You** must retain verifiable receipts showing purchases of all required parts and materials necessary to perform the required maintenance showing the date and mileage when the services were performed. Maintenance and/or service work receipts will be requested by the **Administrator**.

8. **TRANSFER OF YOUR VEHICLE SERVICE CONTRACT**

- a. **Your Contract** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** while this **Contract** is still in force. This **Contract** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This **Contract** can only be transferred once and the transfer must be initiated by the original **Contract** Holder.
- b. To transfer, the following must be submitted to the **Administrator** within 30 days of the change of ownership to a subsequent individual purchaser:
 - A completed transfer form; with
 - Name and Address of new owner, date of sale to new owner, current mileage; and
 - \$50.00 Transfer Fee made payable to the **Administrator**.
- c. Any remaining manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work, which the new owner has performed in accordance with the Maintenance Requirements of this **Contract**. If necessary, these documents will be verified by the **Administrator**.

9. **OUR RIGHT TO RECOVER PAYMENT**

If **You** have a right to recover against another party for anything **We** have paid under this **Contract**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

10. **FINANCIAL AGREEMENTS**

If this **Contract** was financed (purchased on a payment plan) by a funding party, they shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Contract** and no refund will be due.

11. **RENEWABLE COVERAGE**

All Vehicle Service **Contracts** may be replaced upon expiration in accordance with the guidelines outlined herein. The request for replacement must be made at least 30 days and/or 1,000 miles prior to the expiration of the Vehicle Service **Contract** in order to qualify for a replacement **Contract**. The **Vehicle** must meet the then current underwriting guidelines relative to the **Vehicle** eligibility and **Coverage** availability. A full mechanical inspection of the **Vehicle** may be required. If all the above criteria are met, the Seller may issue a replacement Vehicle Service **Contract**. A Vehicle Service **Contract** may be issued subject to the payment of the amount due on the type of **Vehicle** being covered, for the plan purchased, pursuant to the then current rates and guidelines.

CANCELLATION OF YOUR CONTRACT

- a. **You** may cancel this **Contract** by contacting the **Administrator** or the Seller from whom **You** purchased this **Contract**. An odometer statement indicating the odometer reading on the date of the request will be required.
- b. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or **Your Vehicle** is found to be used as a **Commercial Vehicle** and the applicable surcharge has not been marked on the **Registration Page** and payment has not been received for this surcharge.
- c. If **Your Vehicle** and this **Contract** have been financed, the lienholder shown on the **Registration Page** may cancel this **Contract** for non-payment (except in the state of Utah), or if **Your Vehicle** is declared a total loss or is repossessed.
- d. 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. 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/miles selected and the date **Coverage** begins, less a twenty-five (\$25.00) dollar administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. Where permitted, the total amount of all authorized claims will be deducted from all refunds.

CONTRACT HOLDER'S GUIDE TO FILING A CLAIM

A. IF YOUR VEHICLE INCURS A BREAKDOWN, YOU MUST TAKE THE FOLLOWING STEPS TO FILE A CLAIM:

- 1. **Prevent Further Damage** - Take immediate action to prevent further damage. This **Contract** will not cover the damage caused by not securing a timely repair when a **Breakdown** has occurred. The operator is responsible for observing **Vehicle** warning lights and gauges, and taking appropriate action immediately. Failure to do so may result in the denial of **Coverage**.
- 2. **Take Your Vehicle to a Licensed Repair Facility** - If **Your Vehicle** breaks down, take **Your Vehicle** to any licensed repair facility (**You** may contact the **Administrator** for help in locating a repair facility).
- 3. **Provide Repair Facility with a copy of Your Contract and/or Your Contract Number.**
- 4. **Register repairs with the Administrator** - Prior to any repair being made, instruct the Service Manager at the repair facility to contact the **Administrator** to **Register** the claim. Any claim for repairs that have not been **Registered** will not be covered except as provided under Emergency Repairs. The amount **Registered** with the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of the **Contract**. Any additional amount must be **Registered** with the **Administrator**, prior to submitting the claim for payment.

5. Authorize Teardown and/or Inspection - In some cases, **You** may need to authorize the repair facility to inspect and/or teardown **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Contract**. We reserve the right to require an inspection of **Your Vehicle** prior to any repair being made.
 6. Review Coverage - After the **Administrator** has been contacted, review with the Service Manager what will be covered by this **Contract**.
 7. Pay any applicable Deductible - We will reimburse the repair facility or **You** for the cost of the work performed on **Your Vehicle** that is covered by this **Contract** and previously authorized, less the **Deductible** (if any). Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the **Administrator** within sixty (60) days, (as soon as reasonably possible in Utah), to be eligible for payment.
 8. Emergency Repairs - Should an emergency occur which requires a **Breakdown** repair be made at a time when the **Administrator's** office cannot be contacted, **You** must call the **Administrator's** office within five (5) business days from the date of repair, (as soon as reasonably possible in Utah), to determine if such repair will be covered by this **Contract**. If covered, **You** will be reimbursed for the repair.
- B. IF YOUR VEHICLE BREAKS DOWN ON THE ROAD:
 Follow the same steps as above. If necessary, the repair facility will be paid, less **Your Deductible** (if any), by the **Administrator's** national charge card system (MasterCard or VISA) on **Your** behalf. In some cases, **You** may need to pay the repair bill in full. If so, **You** will be reimbursed for the **Registered** amount of the repair, less **Your Deductible** (if any). If **You** have any questions regarding claim procedures or **Coverages**, please call the **Administrator** at the number below and ask for a Customer Support Representative:

Vemeco, Inc.
 P.O. Box 410, Alvarado, TX 76009
 Customer Service/Claims (888) 792-3495; Fax (817) 785-6702
 Available 24 hrs/day-365 days/year
 FOR 24-HOUR ROADSIDE ASSISTANCE SERVICES YOU MUST CALL 1-(866)-464-7396.

SERVICE MANAGER'S GUIDE TO FILING A CLAIM

STEPS TO FOLLOW WHEN FILING A CLAIM:

1. Advise Contract Holder - That evaluating the cause of the failure does not mean that the failure is covered under this **Contract**. All covered repairs must be **Registered** with the **Administrator**.
 2. Contract Holder's Approval for Evaluation - Obtain approval from the **Contract** Holder to inspect and/or teardown **Vehicle** to determine cause and cost of repair. Save all components including fluids and filters, in the event the **Administrator** requires an inspection. Inform the **Contract** Holder that the cost of the teardown will not be paid if the failure of the component disassembled is not covered under the **Contract**.
 3. Cause, Cure and Cost - Assess the problem(s), cause, cure of the failure and cost of the repairs.
 NOTE: Any major component failure that has a verifiable complaint, i.e., slipping transmission, knocking engine, etc., should be called in prior to any teardown.
 4. Register the Repair with the Administrator - Call the **Administrator's** Service Manager's Support representative at (888) 792-3495 to **Register** the claim. Please have the following items ready when **You** place the call:
 - a. Customer's **Contract** Number
 - b. Cause of Failure and Cure
 - c. Cost of the Repair
 - d. Factory Part Number(s)
 5. The Support Representative will verify the Coverage and -
 - A. Register Claim - The **Administrator** will **Register** the claim by issuing a Reference Number. Record this Reference Number on the Repair Order. The **Registered** claim amount is the maximum that will be paid. Any additional amounts must be **Registered** with the **Administrator**, prior to submitting the claim for payment. When **You** call in to **Register** the claim, **We** will adjust the labor hours according to a nationally recognized labor time guide, e.g., Factory, Motors, Mitchell, or All-Data.

OR

 - B. Request Additional Evaluation - Request further evaluation, teardown or outside inspection.
 - I. Inspection - The **Administrator** reserves the right to require an inspection of the **Vehicle** prior to any repair being accomplished. Diagnostic procedures not associated with the teardown are not covered.
 - II. Teardown - If a teardown is necessary in order to determine the cause of failure, the **Contract** Holder must approve the teardown. Please advise the **Contract** Holder that, if the component disassembled is not covered, then the **Contract** Holder must pay for the teardown.
 Listed below is the Inspection Teardown Policy:
 - a. Save all components, including fluids and filters that need to be inspected. **We** may require covered components to be retained for **Our** disposal.
 - b. The Support Representative will arrange for inspection.
 - c. If not visited within 48 hours, call the Support Representative.

OR


 - C. Deny Claim - Deny the request and issue a Reference Number.
6. Review Repairs with Contract Holder - After the **Administrator** has been contacted, review with the **Contract** Holder what will be covered by the **Contract** and what portions of the repairs, if any, will not be covered.
7. Contract Holder's Approval for Repairs - Obtain the **Contract** Holder's approval to complete the repairs. All repair orders must have customer's signature.
8. Submit Repair Orders for Payment - All repair orders and documentation must be submitted to the **Administrator**, at the address noted under "**Contract** Holder's Guide to Filing A Claim" within sixty (60) days.


SCHEDULE OF COVERAGES


GOLD COVERAGE (VES)





ENGINE - engine block; cylinder head(s); cylinder barrels; timing cover; valve cover(s) and oil pan are covered only if damaged by the failure of an internal lubricated part listed below. The following internal lubricated parts are covered: pistons, wrist pins and rings; connecting rods and bearings; crankshaft and bearings; camshaft; lifters; followers and cam bearings; rocker arms; push rods; shafts and bushings; valves; springs; replaceable guides; seats; timing gear and chain; timing chain or belt and tensioner; eccentric shaft; oil pump; water pump; harmonic balancer; flywheel/flex plate and ring gear. Also covered are the internal lubricated parts of the vehicle manufacturer installed turbocharger or supercharger. The housing is only covered by the failure of an internal lubricated part. For vehicles with rotary engines the following is covered: rotary chamber; main bearing; rotor; and the parts listed above.


 **TRANSMISSION** – transmission case; transfer case and torque converter case are covered only if damaged by the failure of an internal lubricated part. All parts contained within the case including the following internal lubricated parts are covered: oil pump; valve body; governor; vacuum modulator; internal linkage; bearings; gear sets; bands; main shaft; drum; sealing rings.


 **DRIVE AXLE** – differential housing; transaxle housing and final drive housing only if damaged by the failure of an internal lubricated part. All parts contained within the housing including the following internal lubricated parts are covered: axle shafts; gear sets; bearings; constant velocity joints (excluding boots); universal joints; drive shaft; locking hubs and rings; supports and retainers.


 **ELECTRICAL** – starter and solenoid; alternator; voltage regulator; distributor; engine compartment wiring harness; wiper motors; wiper switch; analog gauges; window motors; power window switches; defroster switch; mirror motors and controls; seat motors; power seat switches; convertible top motor and switch; power door lock actuators and switches; cruise control engagement switch; combination turn signal switch; wiper delay switch and controller; sun/moon roof motor and manual switch; front differential engagement switch and motor; power trunk release and switch.


 **STEERING** – gear housing is covered only if damaged by the failure of an internal lubricated part. All parts contained within the steering rack/gear housing are covered including the following: rack and pinion; power steering pump; power cylinder; main and intermediate shafts; couplings; pitman arm; idler arm; tie rod ends.


 **AIR CONDITIONING** – compressor; clutch; clutch coil; and clutch pulley; condenser; evaporator; expansion valve; idler pulley and bearing; high/low cut-off switch; pressure cycling switch. The following parts are also covered if they are required in connection with the repair of a covered part listed above: accumulator/drier; orifice tube.


 **SUSPENSION** – upper and lower control arms; shafts and bushings; upper and lower ball joints; steering knuckles; wheel bearings; stabilizer shaft; linkage and bushings; king pins and bushings; spindle and support; torsion bars.


 **BRAKES** – master cylinder; power assist-booster pump; vacuum assist booster; wheel cylinders; combination valve (proportioning valve); steel hydraulic lines and fittings; brake calipers.


 **COOLING SYSTEM** – Water pump; engine cooling fan and motor; fan clutch.

 **FUEL** – Fuel pump; fuel injection pump; fuel nozzles; metal lines and tank filler neck.


 **ELECTRONIC HIGH TECH** – suspension level control compressor; height sensor and limiter valve; pneumatic suspension pump, sensors and valves; spark control detonation sensors, anti-detonation sensors; ignition module; knock sensor; vehicle manufacturer installed combination entry system. The following ABS parts are also covered: wheel speed sensors; hydraulic pump/motor and electronic control module.

 **AUDIO** – Original factory installed radio; main speaker system; single compact disk/cassette player; graphic equalizer; and premium sound amplifier.

 **SEALS AND GASKETS** – All seals and gaskets for the specific covered components listed under Engine; Transmission; Drive Axle; Steering; Brakes and Air Conditioning are covered unless the cause of failure is the result of overheating, lack of lubrication, or lack of necessary fluids.

 **TAXES AND FLUIDS** – State and local taxes where applicable and fluids to complete a covered repair.

BENEFIT

 **RENTAL:** In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement **Vehicle** (from a licensed rental agency) or for alternate public transportation while **Your Vehicle** is at a licensed repair facility. **Coverage** will be provided to **You** on the following basis, up to a maximum of thirty-five dollars (\$35) for every eight (8) labor hours, or portion thereof, of applicable labor time required to complete the repair, up to a maximum of one hundred seventy-five dollars (\$175) for each repair visit. This **Coverage** does not apply to the time waiting for parts, services, weekends or other delays beyond the control of the repair facility or the **Administrator**. No **Deductible** will apply to this benefit.

SURCHARGED COVERAGE

COMMERCIAL USE: If the **Contract Registration Page** shows that **You** purchased the **Commercial Use** option, see **Commercial Use** Definition for specific usage.
WEAR AND TEAR: The exclusion for Wear and Tear as defined under **EXCLUSIONS**, letter "E", will not apply if appropriate surcharge is marked and remitted for.

EXCLUSIONS

This Service Contract Provides No Coverage or Benefits:

- A. For any part not specifically listed in the **Schedule of Coverages**, or for any of the following parts: carburetor, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, fuses, circuit breakers, cellular phones, television/VCR/DVD players, game centers, AM/FM radio/cassette/CD players and speakers exceeding \$300 repair or replacement costs, audio/video equipment, all touch screen and/or voice activated accessories including related display screens and heads up displays on windshields, electronic transmitting/receiving devices, global positioning systems, voice recognition systems, remote control consoles, radar detection devices, brake rotors and drums, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, catalytic converter/filtering/sensors, emission vapor sensors, gas cap/filler neck, Weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, hardware or linkages, tires, wheel/rims. External nuts, bolts and fasteners are not covered unless specifically listed in the **Schedule of Coverages** (except where required in conjunction with a covered repair).

- B. For maintenance services and parts described in **Your Vehicle's** owner's manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (unless listed as specific covered parts), drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a **Breakdown**.
- C. For any damage and/or **Breakdown** resulting from collision, road hazard, fire, theft, vandalism, riot, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water or flood, acts of God, salt, environmental damage, chemicals, contamination of fluids, fuels, coolants or lubricants.
- D. For any part that a repair facility or manufacturer recommends or requires that it be replaced or repaired, or is an update, and is not a **Breakdown**, is **Your** responsibility and expense. For any **Breakdown** caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for **Your Vehicle** or improper servicing or repairs subsequent to purchase. For any **Breakdown** caused by sludge build-up resulting from **Your** failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or failure to protect **Your Vehicle** from further damage when a **Breakdown** has occurred or failure to have **Your Vehicle** towed to the service facility when continued operation may result in further damage. Continued operation includes **Your** failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting **Your Vehicle** by continuing to drive creating damage beyond the initial failure.
- E. For any repair or replacement of any covered part if a **Breakdown** has not occurred even if wear and tear on that part has exceeded the field tolerances allowed by the manufacturer.
- F. If any alterations have been made to **Your Vehicle** or **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer, including but not limited to: the 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 if it creates an odometer/speedometer variance of greater than 4%, trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.
- G. If **Your** odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way subsequent to purchase, or if **Your Vehicle** has ever been a total loss, salvaged, rebuilt or is a grey market vehicle.
- H. For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of **Your Vehicle** described in this **Contract**, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other consequential loss (except as may otherwise be provided under the **Schedule of Coverages**), including any **Consequential Damage** to a non-covered part that results from a **Breakdown**.
- I. When the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drivetrain, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when **You** purchased this **Contract**), or a repairer's guarantee/warranty. Further, **Coverage** under this **Contract** is similarly limited in the event of a **Breakdown** if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.
- J. If **Your Vehicle** is used for towing (unless **Your Vehicle** is equipped with factory installed or factory authorized tow package), or is used as a **Commercial** unit (unless appropriate surcharge is marked on the **Registration Page** and only as defined under "Definitions", "**Commercial Use**"), or is used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing or competitive driving.
- K. For any **Pre-existing** condition or for any **Breakdown** occurring before **Coverage** takes effect or prior to the **Contract** purchase date, or if the information provided by **You**, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- L. For **Breakdowns** that occur and/or repairs made outside of the United States of America and Canada.
- M. For diagnostic and/or teardown procedures that are not listed, or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.

24-HOUR ROADSIDE ASSISTANCE SERVICES, CALL 1-866-464-7396

24-hour Roadside Assistance Services are provided by Brickell Financial Services Motor Club, Inc., dba Road America Motor Club with offices located at 7300 Corporate Center Dr., Sixth Floor, Miami, FL 33126.

24-hour roadside assistance services are available 365 days a year throughout the United States and Canada.

Please note, this is not a reimbursement program. You must contact Road America to provide these services.

Covered Services are available to **You** up to the programs \$100 benefit limit per occurrence without any additional payments required. Members are responsible for any non-covered expenses.

For 24-hour roadside assistance call 866-464-7396 and a service vehicle will be dispatched for **Your** assistance. Please be with **Your Vehicle** when the service provider arrives as they cannot service an unattended **Vehicle** by law.

Non-covered vehicles include: camping trailers, travel trailers, any vehicles in tow, dune buggies, boats, and non-personal vehicles (i.e. utility trailers) of any type, trucks over one and a half-ton capacity, taxi cabs, limousines or other commercial vehicles (except for specific **Commercial Use** as defined in the Service **Contract**). Any vehicles at Road America's and its service providers' sole discretion that are not in a safe condition to be towed or where service is likely to result in damage to the **Vehicle**.

Non-covered items include:

- Non-emergency towing or other non-emergency service.
- Cost of parts, replacement keys, fluids, lubricants, fuel, cost of installation of products, or materials.
- Any service available through a valid manufacturer's warranty or service.
- Mounting or removing of snow tires or chains; winching; extrication; tire repair.
- Any and all taxes and/or fines.
- Towing from or repair work performed at a service station, garage or repair shop.
- Towing by other than a licensed service station or garage; **Vehicle** storage charges; a second tow.
- Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.
- Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
- Repeated service calls for a **Vehicle** in need of routine maintenance or repair.
- More than one disablement for the same cause during any seven day period.
- For service secured through any source other than Road America Motor Club. THIS IS NOT A REIMBURSEMENT SERVICE.

TOWING ASSISTANCE: When towing is necessary, the covered **Vehicle** will be towed to the nearest service facility or to any location required by the covered customer.

FLAT TIRE ASSISTANCE: Service consists of the replacement of a flat tire with the **Vehicle's** spare tire. Towing assistance will be provided if needed.

OIL, FLUID AND WATER DELIVERY SERVICE: An emergency supply of oil, fluid and water will be delivered to any covered customer in immediate need. The customer must pay for costs of the fluids if there is one.

FUEL DELIVERY SERVICE: An emergency supply of fuel will be delivered to any covered customer in immediate need. The customer must pay for the costs of the fluids if there is one.

LOCK-OUT ASSISTANCE: Assistance will be provided in gaining entry to a covered **Vehicle** if the keys are lost or locked inside.

BATTERY ASSISTANCE: Battery assistance (jump-start) will be provided to any covered customer in immediate need.

COLLISION ASSISTANCE: If a customer is involved in a collision in their covered **Vehicle**, towing assistance will be provided when needed to direct the **Vehicle** back to the issuing dealership if possible or to the nearest qualified repair facility.

DRIVERS VALET: In the event a customer's **Vehicle** is disabled and alternate transportation is needed, Road America will assist the customer in obtaining a rental vehicle from a premier national rental car company. The customer will take advantage of Road America's preferred partner customer service and rental rate schedule from the rental company.

\$225 EMERGENCY TRAVEL EXPENSE REIMBURSEMENT: Road America provides up to \$225 in Emergency Travel Expenses if a **Breakdown** covered by the Service **Contract** occurs more than one hundred (100) miles from **Your** residence and results in the **Vehicle** being kept overnight in the repair facility.

You may be reimbursed for one or more of the expenses below if incurred within three (3) days, (72 hours), following the disablement. Road America will reimburse **You** for the following expenses for up to \$75.00 per day for up to 3 days (with a total benefit per occurrence of \$225):

(1.) Commercial transportation to **Your** residence or destination and return to pick up the **Vehicle** after repair.

(2.) Local commercial lodging and meals (incurred in the vicinity where the **Breakdown** occurred).

(3.) Rental of a replacement automobile obtained from any bonafide car rental agency or the repairing facility.

For reimbursement of expenses, **You** must forward **Your** claim request to Road America within 60 days of the disablement and include **Your** name, Service **Contract** Number, complete mailing address, daytime phone number, paid receipts from companies providing the services and a copy of the **Vehicle** repair receipt including the dates and amount for repairs.

AMBULANCE ASSISTANCE: If the member is involved in a vehicle accident and needs an ambulance, Road America will reimburse the member up to fifty dollars (\$50) to help defray the cost. The accident must be vehicle related, but is not restricted to the member's **Vehicle**.

\$500 LEGAL DEFENSE REIMBURSEMENT: Road America provides up to \$500 in reimbursement of legal expenses if **You** elect to defend yourself in court against a conviction of a violation of a motor vehicle law. **You** may select **Your** own attorney. Legal defense reimbursement is not applicable for convictions involving intoxication or narcotics or for failure to appear on a prior traffic violation; while driving on a suspended, revoked or invalid permit; or for a felony. To qualify for reimbursement, **You** must be driving **Your Vehicle** and **You** must not be using that **Vehicle** in a commission of a crime, whether or not **You** are charged with the crime. This Legal Defense Benefit covers only violations occurring during the **Contract** term.

Only one reimbursement will be made for all charges arising out of the same occurrence based on the benefit schedule for the violation charged which allows for the largest maximum payment:

Reckless Driving	Manslaughter
Trial Defense: \$100	Trial Defense: \$300
Appeal: \$100	Appeal: \$200
Total: \$200	Total: \$500

For reimbursement of legal expenses, forward **Your** reimbursement claim to Road America within 60 days of **Your** court appearance. The claim must include **Your** name, Service **Contract** Number, complete mailing address, daytime telephone number, a copy of the arrest citation and a paid receipt for the attorney's fees.

\$1000 CAR THEFT REWARD: A \$1,000 reward will be paid for information leading to the arrest and conviction of anyone who steals a covered **Vehicle** owned by the member. Neither **You**, **Your** family or law enforcement officers are eligible for the reward for **Your** own **Vehicle**. Reward does not cover any loss due to vandalism or stolen contents.

CAR RENTAL DISCOUNT PROGRAM: **You** can enjoy and save with special rates when renting a vehicle from participating car rental companies. Call the toll-free numbers listed below next to the rental company of **Your** choice to make **Your** reservations. Be sure to mention the appropriate Discount I.D. Number when making **Your** reservations and to receive discount information. Some discounts cannot be combined with other promotions.

Company	Toll-Free Number	Discount I.D. Number	Company	Toll-Free Number	Discount I.D. Number
Alamo Rent-A-Car	800-354-2322	BY93459	Enterprise Rent-A-Car	800-736-8222	76RA001
Avis	800-331-1212	A330000	Hertz Rent-A-Car	800-654-2200	170129
Budget Rent-A-Car	800-527-0700	T719821	National Car Rental	800-CAR-RENT	5652553
Dollar Rent-A-Car	800-800-4000	RM2005			

HOTEL DISCOUNT PROGRAM: You are eligible to receive 10% - 30% discounts at over 10,000 of the following participating properties throughout the United States and Canada. Advance reservations may be required. Blackout dates may apply. Some discounts cannot be combined with other promotions. Please contact the hotel of Your choice directly to make advance reservations.

Company	Toll-Free Number	Discount I.D. Number	Company	Toll-Free Number	Discount I.D. Number
AmeriHost	800-996-2087	62801	Quality	800-4-CHOICE	59793
Clarion	800-4-CHOICE	59793	Ramada	800-462-8035	62801
Comfort Inn	800-4-CHOICE	59793	Rodeway Inn	800-4-CHOICE	59793
Comfort Suites	800-4-CHOICE	59793	Sheraton	800-334-8484	86640-CO
Days Inn	800-268-2195	62801	Sleep Inn	800-4-CHOICE	59793
Econo Lodge	800-4-CHOICE	59793	Super 8 Motels	800-889-9706	62801
Holiday Inn	800-465-4329	100185975	Travelodge	800-545-5545	62801
Howard Johnson	800-769-0939	62801	Villager	888-821-5779	62801
Knights Inn	800-682-1071	62801	Wingate Inns	877-202-8814	62801
MainStay Suites	800-4-CHOICE	59793			

ROAD HAZARD TIRE: Road America will reimburse You the cost to repair or, if non-repairable, the cost to replace a damaged tire on Your Vehicle if damage is caused by a road hazard on a public roadway. Road hazard is defined as objects and road conditions such as potholes, rocks, wood debris, metal parts, plastic or composite scraps or any item causing tire damage other than wear and tear and those conditions excluded below. Pre-authorization is required. You must call Road America for authorization prior to obtaining any services and for a claim form.

For Tire Repair, You will be reimbursed up to \$20 per occurrence for the full charges incurred for the repair.

For Tire Replacement, You will be reimbursed for a replacement tire should the tire become non-repairable due to impact breaks, snags, punctures or other road hazards. You must have more than 3/32" tread depth remaining to be eligible for reimbursement. You will be reimbursed for up to \$100.00 for each tire replacement per occurrence, up to a maximum aggregate per Contract term of \$400.

Non-covered expenses include:

- Tires that have 3/32" or less tread depth remaining.
- Repair or replacement covered by the manufacturer or other warranty or customer's primary insurance coverage.
- Replacement exceeding the manufacturer's vehicle specification, or when the manufacturer, by public announcement or recall, established its responsibilities to replacement for any manufacturer's defect.
- Damage caused by negligence, abuse, misuse, collision, manufacturers' defects, curb impact, valve or rim leaks, improper installation, dry rot in either sidewall or tread, tire chains, racing or off-road use, vandalism, malicious mischief, chain damage, fire or theft.
- Vehicles other than on-road, passenger or re-capped tires.
- Failure occurring from operating on any surface other than federal, state, county, city or municipality paved roads or highways.
- Vehicles with off-road tires and/or wheels.
- Trucks with a gross vehicle weight of more than 13,500 pounds.
- Vehicles used for shuttle, towing/wrecker service, dumping, lifting or hoisting, or off-road activity.
- Vehicles used for racing, rentals, dealer loaners, limousine, taxi, police car or other emergency vehicle.
- Vehicles registered and/or otherwise normally operated outside the continental United States of America, Alaska, Hawaii and Canada.
- Tires and/or wheels that do not meet the manufacturers recommendations specific to Your Vehicle.
- Misuse occasioned from driving on tires that are over inflated, under inflated or flat.
- Replacement not pre-authorized by Road America prior to its replacement.
- For any consequential loss or damage whatsoever, including loss, damage or injury to person or property resulting from the failure of any parts of Your Vehicle, the replacement of which are covered under the terms and conditions of this Contract.

To file a claim: all claims must be reported within 60 days of the date of the repair or loss. For reimbursement, You must submit the following:

- (1) a completed tire hazard claim form;
- (2) a copy of the Service Contract;
- (3) the original repair order which must contain the licensed repair facility's pre-printed name, address and telephone number. The repair order must include the Year, Make, Model, VIN and current odometer reading of Your Vehicle.
- (4) confirmation in writing from the repair facility of the tread depth remaining on the covered tire. You may be asked to mail Your damaged tire to Road America for claim verification purposes.

DRIVER PDQ: Having Your vital medical information online and in one place makes access quick and easy. With Your authorization, an attending physician or other caregiver can access Your medical records in seconds – helping better ensure fast, accurate diagnosis and treatment. With the Emergency Room PDQ program, our members have the peace of mind of knowing their medical history is readily available in emergencies. Log on to www.driverpdq.com, enter Your program code in the Registration box, R970, complete the Medical Information Registration Form which will appear and Your confirmation will be emailed immediately.

STATE REQUIREMENTS/DISCLOSURES

CONNECTICUT

Resolution of Disputes - In accord with CT Bulletin PC-45, a written complaint may be mailed to: State of Connecticut, Insurance Department, P O Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty **Contract**.

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 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.

If **Your Vehicle** is being repaired for a **Breakdown** covered by the warranty plan, and the warranty plan expires during the repair, the warranty plan is extended until the repair is completed.

HAWAII

DEFINITIONS SECTION - The definition of **Breakdown** is deleted and replaced with the following:

Breakdown - Means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

Hawaii Revised Statutes requires an automobile 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.

24-hour Roadside Assistance Services - Road Hazard Tire Service is not available.

IDAHO

Notice - **Coverage** afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

EXCLUSIONS SECTION - Item E. is amended to read:

E. For any repair or replacement of any covered part if a **Breakdown** has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a **Breakdown**.

CANCELLATION OF YOUR CONTRACT SECTION - Item d. is deleted and replaced with the following:

d. 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. If this **Contract** is cancelled after the first (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. The Vehicle Service **Contract** provider may retain a cancellation fee not to exceed the lesser of 10% of the Vehicle Service **Contract** price or fifty dollars (\$50). In the event of a cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. The total amount of all authorized claims will be deducted from all refunds.

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**.

IOWA

If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the **Registration Page** for the **Administrator's** address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th floor, Lucas State Office Building, Des Moines, Iowa 50319.

KANSAS

24-HOUR ROADSIDE ASSISTANCE SERVICES - Lost Key/Lockout and Road Hazard Tire Service are not available. The following schedule shall apply for Legal Defense Reimbursement:

Combined maximum for Trial Defense and Appeal are as follows:

\$200 for Reckless Driving

\$400 for Manslaughter

\$200 for other Motor **Vehicle** Law violation

MASSACHUSETTS

NOTICE TO CUSTOMER: 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 CONTRACT.

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires 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 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.

MISSISSIPPI

24-hour Roadside Assistance Services are provided by Brickell Financial Services Motor Club, Inc. with additional offices at 631 Lakeland East Drive, Flowood, Mississippi 39208.

MISSOURI

CANCELLATION OF YOUR CONTRACT Section – Item **b.** is amended by adding and item **d.** is deleted and replaced with the following:

- b.** If the contract holder cancels this **Contract**, **We** must mail written notice of cancellation to **You** within 15 days of the cancellation.
- d.** If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire purchase price of the **Contract**. The “free-look” period only applies to the original **Contract** purchaser. 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 of the miles driven based on term/miles selected and the date Coverage begins, less a twenty-five dollar (\$25.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of the **Contract** to the **Administrator**.

MONTANA

24-hour Roadside Assistance Services are provided by Brickell Financial Services Motor Club, Inc. dba Road America Motor Club with additional offices at 40 West Lawrence, Helena, Montana 59601.

NEBRASKA

CANCELLATION OF YOUR CONTRACT SECTION – Item **b.** is amended by adding the following:

- b.** If **We** cancel this **Contract**, **We** will give **You** sixty (60) days notification, except for non-payment, which will be ten (10) days notification.

NEVADA

This Service **Contract** is not renewable.

The provisions of this **Contract** apply only to the original purchaser of the Service **Contract**.

CANCELLATION OF YOUR CONTRACT SECTION – Items **b.** and **d.** are DELETED and REPLACED with the following:

- b.** **We** may cancel this **Contract** within 70 days from the date of purchase for any reason. After 70 days, **We** may only cancel this Service **Contract** for fraud, material misrepresentation, nonpayment by **You** or a substantial breach of duties by **You** relating to the covered property or its use. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or if **Your Vehicle** is found to be used as a **Commercial Vehicle** and the applicable surcharge has not been marked on the **Registration Page**, and payment has not been received for this surcharge. If **We** cancel **Your Contract**, **You** will be entitled to a refund on the unearned **Contract** fee according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, no administrative fee will be deducted. In the event **We** cancel this **Contract**, written notice will be sent to **Your** last known address at least 15 days prior to cancellation with the effective date of the cancellation.
- d.** **You** may cancel this **Contract** at anytime. If **You** have made no claim and **Your** request for cancellation is within 30 days, the full price **You** paid for the Service **Contract** will be refunded and no administrative fee will be deducted. If **You** have made a claim under the **Contract**, or if **Your** request is beyond the first 30 days, **We** will refund to **You** an amount based on the pro-rata method, less a \$25.00 administrative fee. If **Your Contract** was financed, the outstanding balance will be deducted from any refund, however, **You** will not be charged for claims paid or repair service fees. If **You** cancel this **Contract** and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

24-hour Roadside Assistance Services are provided by Brickell Financial Services Motor Club, Inc. dba Road America Motor Club with additional offices at 6100 Neil Road, Suite #500, Reno, Nevada 89511, County of Washoe.

NEW MEXICO

24-hour Roadside Assistance Services are provided by Brickell Financial Services Motor Club, Inc. dba Road America Motor Club with additional offices at 123 East Marcy, Santa Fe, New Mexico 87501, (phone 505-983-9122). In the event that 24-hour roadside assistance service is unobtainable by Road America, **You** will receive a refund of the payments made by **You** according to the **Coverage** limits outlined in the **Contract**. **You** must first contact Road America for authorization to obtain independent services.

NEW YORK

Section 196b 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 no 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.

24-hour Roadside Assistance Services – Legal Defense Expense Reimbursement is not available by law to residents of New York. Road Hazard Tire is not available.

NORTH CAROLINA

CANCELLATION OF YOUR CONTRACT SECTION – Item **d.** is deleted and replaced with the following:

- d.** 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. 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, less an administration fee of \$25 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. The total amount of all authorized claims will be deducted from all refunds.

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.

SOUTH CAROLINA

If **You** have any questions regarding this **Contract**, or a complaint against the Obligor, **You** may contact the South Carolina Department of Insurance at 300 Arbor Lake Drive, Columbia, South Carolina 29223, (803)-737-6180.

CANCELLATION OF YOUR CONTRACT SECTION -- Item b. is amended by adding the following:

b. If **We** cancel this **Contract We** shall mail a written notice to **You** at the last known address held by **Us** at least 15 days prior to cancellation, providing **You** with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service **Contract** holder to the provider, or a substantial breach of duties by the Service **Contract** holder relating to the covered product or its use.

Items d. is deleted and replaced with the following:

d. 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. 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/miles selected and the date **Coverage** begins, less a twenty-five (\$25.00) dollar administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. A ten percent penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Service **Contract** to the provider. The total amount of all authorized claims will be deducted from all refunds.

TEXAS

If **You** have any questions regarding the regulation of the Service **Contract** provider or a complaint against the Obligor, **You** may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

CANCELLATION OF YOUR CONTRACT SECTION -- Item b. is amended by adding the following:

b. If **We** cancel this **Contract We** shall mail a written notice to **You** at the last known address held by **Us** before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service **Contract** holder to the provider, or a substantial breach of duties by the Service **Contract** holder relating to the covered product or its use.

Item d. is amended by adding the following:

d. If a Service **Contract** is cancelled under this section and the provider does not pay the refund or credit the Service **Contract** holder's account before the 46th day after the date of the return of the Service **Contract** to the provider, the provider is liable to the **Contract** holder for a penalty in an amount not to exceed 10 percent of the amount outstanding per month.

24-hour Roadside Assistance Services -- Road Hazard Tire is not available.

UTAH

Note: **Coverage** afforded under this **Contract** is not guaranteed by the Property and Casualty Guarantee Association.

CANCELLATION OF YOUR CONTRACT SECTION -- Item b. is deleted and replaced with the following:

b. **We** may cancel this **Contract** for the following reasons by sending top **You** notice of cancellation and the reason for cancellation, via first class mail, to **Your** last known address:

1. **We** may cancel this **Contract** for non-payment of the **Contract** charge. Such cancellation will be effective 10 days after mailing of notice.
2. **We** may cancel this **Contract** for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice.



COMPLAINT FORM

COMPLETE ALL SECTIONS - INCOMPLETE FORMS WILL NOT BE PROCESSED

Company Information:

Name: Dealer Services - National Auto Warranty Services, Inc.
Address: 100 Mall Pkwy
Wentzville, MO 63385-4816
Phone: 800-649-1856
Type of Business: Auto Warranty Service

Consumer Information

Name: [Redacted]
Address: [Redacted]
N. Las Vegas, NV [Redacted]
Phone: [Redacted]

COPY

Product or Service Involved: Car repair Date Purchased: _____
Amount Involved: unknown Contract/Account #: _____
Name of Salesperson/Company Representative: Max Williams

What is your complaint: that I was not properly advised on how to handle the situation with my car. Without the proper advise concerning my car, it has caused the head on my engine to go out again and now the warranty company + Desert Lincoln are not willing to help do anything to solve the problem. Leaving my engine disassembled + no one willing to make repairs. Initially I took my car to Desert Lincoln as I have in the past with a coolant leak. I was informed by Frank that it would take a couple of hours to check the car out. After waiting 2 1/2 hrs, I had to go find Frank to see what was going on. At that point in time they hadnt checked the coolant/leak. Needing to leave the lot my car was given back to me with no mention of further damage may bring done to the car. To make a long story short, my car stopped + had to be towed twice. Now neither party wants to help with the situation. I feel that I have been treated unfairly, that my Warranty company is not honoring their warranty. I've had unsatisfactory service and feel that I have been misled by

What settlement would you consider fair: My car repaired correctly, with either a new engine or with new not used parts. Compensation for the rental car (all costs). If no repair a monetary compensation do to misrepresentation in the amount [Redacted]

I certify that the information provided is true and complete. I authorize the Better Business Bureau to contact the company on my behalf and attempt to reconcile my complaint. I understand that the Better Business Bureau does not recognize punitive damages, and any requests for such will void my complaint.

Signature: [Redacted] Date: 30 Oct 07



Better
Business
Bureau

COMPLAINT FORM

2301 Palomino Lane
Las Vegas, NV 89107-4503
(702) 320-4500
(702) 320-4560 Fax

COMPLETE ALL SECTIONS - INCOMPLETE FORMS WILL NOT BE PROCESSED

Company Information:

Name: Desert Lincoln - Mercury
Address: 5750 W. Sahara Ave.
Las Vegas, NV 89146
Phone: 702-876-1922
Type of Business Car Dealership

Consumer Information

Name: [REDACTED]
Address: [REDACTED]
N. Las Vegas, NV
Phone: [REDACTED]

Product or Service Involved: Car repair Date Purchased: _____
Amount Involved: unknown Contract/Account #: _____
Name of Salesperson/Company Representative: Shaun Graham & Frank Hensley

What is your complaint: that I was not properly advised on how to handle the situation with my car. Without the proper advise concerning my car, it has caused the head on my engine to go out again and now the warranty company & Desert Lincoln are not willing to help do anything to solve the problem. Leaving my engine disassembled & no one willing to make repairs. Initially I took my car to Desert Lincoln has I have in the past with a coolant leak. I was informed by Frank that it would take a couple of hours to check the car out. After waiting 2 1/2 hrs, I had to go find Frank to see what was going on. At that point in time they hadn't checked the coolant leak. Needing to leave the lot my car was given back to me with no mention of further damage may bring down to the car. To make a long story short, my car stopped & had to be towed twice. Now neither party wants to help with the situation. I feel that I have been treated unfairly, that my warranty company is not honoring their warranty. I've had unsatisfactory service and feel that I have been misled by

What settlement would you consider fair: My car repaired correctly, with either a new engine or with new not used parts. Compensation for the rental car (all costs). If no repair a monetary compensation do to misrepresentation in the amount [REDACTED]

I certify that the information provided is true and complete. I authorize the Better Business Bureau to contact the company on my behalf and attempt to reconcile my complaint. I understand that the Better Business Bureau does not recognize punitive damages, and any requests for such will void my complaint.

Signature: [REDACTED] Date: 30 Oct 07



COMPLETE ALL SECTIONS - INCOMPLETE FORMS WILL NOT BE PROCESSED

Company Information:

Name: Desert Lincoln-Mercury
Address: 5750 W. Sahara Ave.
Las Vegas, Nevada 89146
Phone: 702-876-1922
Type of Business: Car dealership

Consumer Information

Name: [Redacted]
Address: [Redacted]
N. Las Vegas, NV
Phone: [Redacted]

Product or Service Involved: Car

Date Purchased: _____

Amount Involved: _____

Contract/Account #: _____

Name of Salesperson/Company Representative: Shawn Graham / Frank Hensley

What is your complaint: (cont) also wanted to state that ^{the} same repairs were done on the same car in Dec 06/Jan 07. There are car rental fees that have also been incurred.

What settlement would you consider fair: _____

I certify that the information provided is true and complete. I authorize the Better Business Bureau to contact the company on my behalf and attempt to reconcile my complaint. I understand that the Better Business Bureau does not recognize punitive damages, and any requests for such will void my complaint.

Signature: [Redacted]

Date: 30 Oct 07



Better
Business
Bureau

COMPLAINT FORM

2301 Palomino Lane
Las Vegas, NV 89107-4503
(702) 320-4500
(702) 320-4560 Fax

COMPLETE ALL SECTIONS - INCOMPLETE FORMS WILL NOT BE PROCESSED

Company Information:

Name: Warrantech Corporation
Address: 2200 Hwy 121 Ste. 100
Bedford, Tx. 76021
Phone: 817-785-6601
Type of Business Auto Warranty Service

Consumer Information

Name: [REDACTED]
Address: [REDACTED]
N. Las Vegas, NV
Phone: [REDACTED]

Product or Service Involved: Car repair Date Purchased: _____
Amount Involved: unknown Contract/Account #: _____
Name of Salesperson/Company Representative: Louise Green / Mr. Leverich

What is your complaint: that I was not properly advised on how to handle the situation with my car. Without the proper advise concerning my car, it has caused the head on my engine to go out again and now the warranty company + Desert Lincoln are not willing to help do anything to solve the problem. Leaving my engine disassembled & no one willing to make repairs. Initially I took my car to Desert Lincoln has I have in the past with a coolant leak. I was informed by Frank that it would take a couple of hours to check the car out. After waiting 2 1/2 hrs, I had to go and Frank to see what was going on. At that point in time they hadn't checked the coolant/leak. Needing to leave the lot my car was given back to me with no mention of further damage may bring down to the car. To make a long story short, my car stopped & had to be towed twice. Now neither party wants to help with the situation. I feel that I have been treated unfairly, that my Warranty company is not honoring their warranty. I've had unsatisfactory service and feel that I have been misled by

What settlement would you consider fair: My car repaired correctly, with either a new engine or with new not used parts. Compensation for the rental car (all costs). If no repair a monetary compensation do to misrepresentation in the amount [REDACTED]

I certify that the information provided is true and complete. I authorize the Better Business Bureau to contact the company on my behalf and attempt to reconcile my complaint. I understand that the Better Business Bureau does not recognize punitive damages, and any requests for such will void my complaint.

Signature: [REDACTED] Date: 30 Oct 07



BETTER BUSINESS BUREAU

Serving Southern Nevada

52 Years of Community Service

2301 Palomino Lane • Las Vegas, Nevada 89107-4503

Phone (702) 320-4500 • Fax (702) 320-4560

Email: info@vegasbbb.org • Website: www.vegasbbb.org

November 7, 2007

[Redacted]
North Las Vegas, NV [Redacted]

RE: Your Complaint # [Redacted]
Firm: Desert Lincoln Mercury

Dear [Redacted]

We have presented your complaint to the firm for their action, and we have received the attached response. In order to accurately report on a company's customer experience record, we must know if you are satisfied with the company's response.

Please complete and return the requested information by 11/17/2007. Thank you for allowing us to help in resolving this situation.

Are you satisfied with the company's response? Yes No

If not, please state why:

The statements that were made about me coming in for a oil change is completely false, also the statements about the coolant leak, the advise that was given and my refusal. All those statements are false. Mr. Cosentino was not there when my car was towed there and he did not authorize the one day rental, that was Eric. I have never been so falsely accused

Signed: [Redacted]

Date: 15 Nov 07

Enclosure

CONTINUE:

On Tuesday, 6 Nov 07, at approximately 11:30 am we were at Desert-Lincoln-Mercury waiting to have my car towed. We had a rental car from Enterprise to take care of also. While waiting to contact the warranty company the service manager (Mark) came where we were sitting and asked what we were doing, we explained we were there to pick up the car. My fiance (Peter) told him he was waiting to talk to Sean the General Manager, about repairs to the car or getting another car. Mark told him that Sean was out and wouldn't be back until 2pm. Then he said that if we didn't have the car removed today, they would send us a letter stating that they were going to charge us storage fees. We told him that wasn't necessary. While on the phone with the warranty company, a man and a woman came running in the building asking for the keys to the rental car. While talking to the warranty people setting up for the tow truck, I explained to the people I had a few items to get out of the car. While I was still trying to make arrangements, they kept talking and standing in front of me until my fiance told them to please give us some privacy. Before finishing the conversation Sean came in and Peter asked was he going to help to get a good price on the repair or help get an

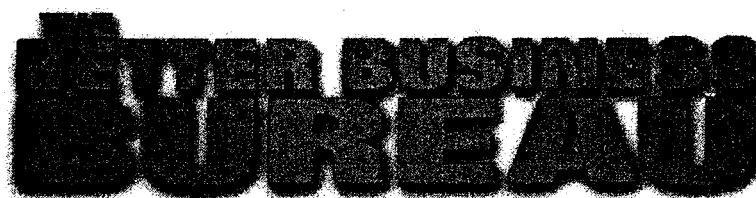
CONTINUE:

other car. He told us no, he wanted our car off his property. He then told us that he got a letter from the Better Business Bureau and that we said they did rotten service, and that he was going to show us what rotten service was. So the whole time we were sitting there they kept walking by watching us.

We also contact a James Chaison & Todd Maul. Todd Maul is the President + James Chaison is the Vice-President.



RECEIVED
NOV 06 2007
NEVADA CONSUMER AFFAIRS DIVISION



BBB Reliability Report

BBB®

Serving Eastern Missouri & Southern Illinois

15 Sunnen Dr. Suite 107
Saint Louis, MO 63143
314-645-3300
www.stlouisbbb.org

Dealer Services

100 Mall Pkwy
Wentzville, MO 63385-4816
Telephone: (800) 649-1856
Fax: (636) 639-1640
www.enaws.com

*The BBB reports on members and non-members. If a company is a member of the BBB, it is stated in this **report**.*

Original Business Start Date: January 2001

Principal: Darain Atkinson, President

Customer Contact: Monica Sims - (636) 639-1620

Website: www.enaws.com

TOB Classification: Auto Warranty Processing Service

BBB Membership: This company is not a member.

Additional DBA Names

National Auto Warranty Services Inc
N a W S

Customer Experience

The BBB has received numerous complaints regarding this extended vehicle service contract broker. Complainants primarily allege that the firm failed to provide refunds, distributed misleading advertisements, provided poor customer service, and engaged in

misleading, high pressure or improper sales tactics, failed to cancel policies, or improperly charged consumers after coverage had been cancelled. Other complainants allege the firm failed to pay for repairs, honor terms of the warranty, or deliver policy documents. Complainants also reported being unable to reach the company to cancel coverage, dealers didn't accept the warranty, the firm misrepresented coverage, failed to remove them from mailing lists, or failed to advise of cancellation fees. These allegations are reflected in the complaint statistics below.

When considering complaint information, please take into account the company's size and volume of transactions, and understand that the nature of complaints and a firm's responses to them are often more important than the number of complaints.

The BBB processed a total of 298 complaints about this company in the last 36 months, our standard reporting period. Of the total of 298 complaints closed in 36 months, 211 were closed in the last year.

Advertising Issues

Resolved

- 3 - Company **resolved** the complaint issues. The consumer acknowledged acceptance to the BBB.
- 10 - Company addressed the complaint issues. The consumer failed to acknowledge acceptance to the BBB.

Contract Issues

Resolved

- 4 - Company **resolved** the complaint issues. The consumer acknowledged acceptance to the BBB.
- 35 - Company addressed the complaint issues. The consumer failed to acknowledge acceptance to the BBB.

Administratively Closed

- 5 - BBB determined the company made a reasonable offer to resolve the issues, but the consumer did not accept the offer.
- 1 - BBB determined that despite the company's reasonable effort to address complaint issues, the consumer remained dissatisfied.

Billing or Collection Issues

Resolved

- 1 - Company **resolved** the complaint issues. The consumer acknowledged acceptance to the BBB.
- 10 - Company addressed the complaint issues. The consumer failed to acknowledge acceptance to the BBB.

Sales Practice Issues

Resolved

- 3 - Company **resolved** the complaint issues. The consumer acknowledged acceptance to the BBB.
- 21 - Company addressed the complaint issues. The consumer failed to acknowledge acceptance to the BBB.

Administratively Closed

- 5 - BBB determined the company made a reasonable offer to resolve the issues, but the consumer did not accept the offer.
- 2 - The parties could not provide sufficient information to support their positions nor were they agreeable to make reasonable efforts toward resolving the issues of the dispute.

Repair Issues

Resolved

- 1 - Company **resolved** the complaint issues. The consumer acknowledged acceptance to the BBB.

Administratively Closed

- 1 - BBB determined the company made a reasonable offer to resolve the issues, but the consumer did not accept the offer.

Service Issues

Resolved

- 2 - Company **resolved** the complaint issues. The consumer acknowledged acceptance to the BBB.
- 9 - Company addressed the complaint issues. The consumer failed to acknowledge acceptance to the BBB.

Unresolved

- 1 - Company failed to resolve the complaint issues through the BBB voluntary and self-regulatory process.

Customer **Service Issues**

Resolved

- 1 - Company offered a partial (less than 100%) settlement which the consumer accepted.
- 3 - Company **resolved** the complaint issues. The consumer acknowledged acceptance to the BBB.
- 21 - Company addressed the complaint issues. The consumer failed to acknowledge acceptance to the BBB.

Administratively Closed

- 2 - BBB determined the company made a reasonable offer to resolve the issues, but the consumer did not accept the offer.

Guarantee or Warranty Issues

Resolved

- 6 - Company **resolved** the complaint issues. The consumer acknowledged acceptance to the BBB.
- 39 - Company addressed the complaint issues. The consumer failed to acknowledge acceptance to the BBB.

Administratively Closed

- 6 - BBB determined the company made a reasonable offer to resolve the issues, but the consumer did not accept the offer.
- 1 - The parties could not provide sufficient information to support their positions nor were they agreeable to make reasonable efforts toward resolving the issues of the dispute.

Refund or Exchange Issues

Resolved

- 21 - Company **resolved** the complaint issues. The consumer acknowledged acceptance to the BBB.
- 1 - Company offered a partial (less than 100%) settlement which the consumer accepted.
- 59 - Company addressed the complaint issues. The consumer failed to acknowledge acceptance to the BBB.

Administratively Closed

- 15 - BBB determined the company made a reasonable offer to resolve the issues, but the consumer did not accept the offer.

Issue Not Defined

Resolved

- 2 - Company **resolved** the complaint issues. The consumer acknowledged acceptance to the BBB.
- 7 - Company addressed the complaint issues. The consumer failed to acknowledge acceptance to the BBB.

Company Management

Additional company management personnel include:

Cory Atkinson - Vice President

Advertising Review

The Better Business Bureau has questioned some advertised claims contained in a mail solicitation that was sent to a consumer.

The BBB brought to the firm's attention that an advertisement as a whole may be misleading although every sentence separately considered is literally true, and that misrepresentation may result not only from direct statements but by omitting or obscuring a material fact. The BBB continues to receive a **pattern** of complaints and reports from consumers alleging that the firm's solicitations are misleading.

Additional File Information

According to the Missouri secretary of state, Darain Atkinson is the president of National Auto Warranty Services and VSC Warranty Services Incorporated. Cory Atkinson is listed as vice-president of National Auto Warranty Services, VSC Warranty Services Incorporated, and as president of National Auto Refinance. National Auto Refinance also owns Dealer Services. Dealer Services is owned by National Auto Warranty Services.

Additional Addresses, Telephone Numbers, and Fax

Numbers

Additional Addresses

50 Centre On The Lake
Lake Saint Louis, MO 63367

Additional Phone Numbers

Tel: (800) 725-4899
Tel: (636) 561-5820
Tel: (636) 625-2552
Tel: (636) 279-2006
Tel: (636) 625-2552
Tel: (800) 649-1997
Tel: (636) 639-1620
Tel: (800) 607-5426
Tel: (800) 725-4899
Tel: (800) 270-6630
Tel: (636) 625-4948
Tel: (800) 607-8786

Additional Fax Numbers

Fax: (636) 561-5845
Fax: (636) 625-8009
Fax: (636) 279-1939

Industry Tips

Know the Facts About Auto Service Contracts

Report as of October 30, 2007

Copyright© 2007 BBB®, Inc.

*If you choose to do business with this company, please let the company know that you contacted the BBB for a **report**.*

BBB reports may not be reproduced for sales or promotional purposes.

The information in this report has either been provided by the company or has been compiled by the BBB from other reliable sources.

As a matter of policy, the BBB does not endorse any product, service or company. BBB reports generally cover a three-year reporting period, and are provided solely to assist you in exercising your own best judgment. Information contained in this report is believed reliable but not guaranteed as to accuracy. Reports are subject to change at any time.



BBB/Ft. Worth
 101 Summit Ave., Ste. 707
 Fort Worth, TX 76102-5978

BBB Reliability Report

May Not Be Reproduced for Commercial or Sales Purposes

Printer-friendly

WARRANTECH CORPORATION

2200 HWY 121 STE 100
 BEDFORD, TX 76021
 Tarrant County

[MAP](#)

General Information

Original Business Start Date	September 1983						
Business Started Locally	September 1983						
Registration or Incorporation	<table border="1" style="border-collapse: collapse;"> <tr> <td>Type of Entity</td> <td>Corporation</td> </tr> <tr> <td>State</td> <td>NV</td> </tr> <tr> <td>Date</td> <td>May 2005</td> </tr> </table>	Type of Entity	Corporation	State	NV	Date	May 2005
Type of Entity	Corporation						
State	NV						
Date	May 2005						
BBB File Opened	June 01, 1986						
Principal Contact	MARIBEL BARRON (COMPLIANCE PARALEGAL)						
Complaint Contact	MARIBEL BARRON (COMPLIANCE PARALEGAL)						
Other Contacts	JOEL SAN ANTONIO (OWNER)						
BBB Member	This company is a member						
Type of Business	<table border="1" style="border-collapse: collapse;"> <tr> <td>WARRANTY/EXT WARRANTY SERVICE PROVIDER</td> </tr> <tr> <td>WARRANTY,OTHER EXTENDED SERVICE</td> </tr> </table>	WARRANTY/EXT WARRANTY SERVICE PROVIDER	WARRANTY,OTHER EXTENDED SERVICE				
WARRANTY/EXT WARRANTY SERVICE PROVIDER							
WARRANTY,OTHER EXTENDED SERVICE							
Website	www.warrantech.com						

The information in this report has either been provided by the company, or has been compiled by the Bureau from other sources.

BBB Membership

This company has been a member of this Better Business Bureau since May 1998. This means it supports the Bureau's services to the public and meets our membership standards.

Nature of Business

According to information in Bureau files, this company is in the business of selling extended service contracts. Warrantech states: "We are a third party administrator and contract agent for private label companies and administer their service contracts".

Customer Experience

Complaints brought to the firm's attention by the BBB concern contract confusion and service issues. Specifically, complainants allege the company denied claims and failed to make needed repairs. Complaints presented to the company by the BBB in the past three years have been resolved.

Customer Complaint Data

The company's size, volume of business and number of transactions may have a bearing on the number of complaints received by the BBB. The complaints filed against a company may not be as important as the type of complaints, and how the company has handled them. The BBB generally does not pass judgement on the validity of complaints filed.

Number of complaints processed by the BBB over the last 36 months: **284**

Number of complaints processed by the BBB in the last 12 months: **145**

Complaints Concerned:

Selling Practices (9 complaints)

8 Resolved

1 Company made every reasonable effort to resolve

Service Issues (13 complaints)

12 Resolved

1 Company made every reasonable effort to resolve

Credit or Billing Disputes (4 complaints)

3 Resolved

1 Company made every reasonable effort to resolve

Refund Practices (11 complaints)

9 Resolved

2 Company made every reasonable effort to resolve

Product Quality (1 complaints)

1 Resolved

Contract Disputes (67 complaints)

55 Resolved

12 Company made every reasonable effort to resolve

Guarantee or Warranty Issues (146 complaints)

120 Resolved

26 Company made every reasonable effort to resolve

Repair Issues (33 complaints)

24 Resolved

9 Company made every reasonable effort to resolve

Educational/General Comments**Industry specific general advice**

A service contract is a promise to perform (or pay for) certain repairs or services. Sometimes called an "extended warranty," a service contract is not a warranty as defined by federal law. A service contract may be arranged at any time and always costs extra; a

warranty comes with a new car and is included in the original price. The separate and additional cost distinguishes a service contract from a warranty.

When considering the purchase of a service contract, it is important to weigh the costs of the contract against the cost of possible repairs. The price of the service contract will vary depending on the make of the car, the model, its condition, the extent of the coverage, and the length of the contract. Compare the service contract to the manufacturer's warranty to make sure your coverage does not overlap. Be aware of vaguely worded exclusions or limitations in coverage or maintenance requirements which, if not followed, would allow the company to deny coverage. Find out how repairs are paid for and if you must obtain prior authorization. Determine where repairs must be made. Also check out the financial backing of the contract.

Additional Information

This Business Operates under or is affiliated with the Names

- Credit Acceptance
- First Choice
- GSI SERVICES
- HOME WARRANTY PROGRAM
- PEAK PROTECTION
- TECH 2 PROTECTION
- TECH II PROTECTION
- TECH TWO PROTECTION
- VEHICLE PROTECTION PLUS, LLC
- VEMECO
- WARRANTECH ADVANTAGE
- WARRANTECH AUTOMOTIVE INC
- WARRANTECH CONSUMER PRODUCT SERVICE
- WARRANTECH CORPORATION
- WARRANTECH DIRECT

Addresses

2200 HWY 121 STE 100, BEDFORD, TX 76021, Tarrant County

[MAP](#)

Phones

- 300) 577-6624
- 300) 833-8801
- 317) 785-1177
- (817) 785-5563
- (817) 785-6601
- (817) 785-6701 (FAX)
- (817) 785-6103 (FAX)
- (817) 358-1165 (FAX)

Reported on Tuesday, October 30, 2007

As a matter of policy, the Better Business Bureau does not endorse any product, service or company. BBB reports generally cover a three-year reporting period, and are provided solely to assist you in exercising your own best judgment. Information contained herein is believed reliable but not guaranteed as to accuracy. Reports are subject to change at any time.

The Better Business Bureau reports on members and non-members. Membership in the BBB is voluntary, and members must meet and maintain BBB standards. If a company is a member of this BBB, it is stated in this



STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
MAIL TO: NEVADA CONSUMER AFFAIRS DIVISION
1850 East Sahara • Suite 101 • Las Vegas • Nevada • 89104
Telephone (702) 486-7355 • Fax (702) 486-7371
E-mail: Ncad@fyiconsumer.org

CONSUMER COMPLAINT FORM

Thank you for taking the time to complete this complaint form. Consumer complaints are one of the primary sources of information upon which the Nevada Consumer Affairs Division relies on to identify problem areas. If your complaint falls under the jurisdiction of another agency, the Nevada Consumer Affairs Division may forward your complaint to that agency.

INSTRUCTIONS: PLEASE TYPE OR PRINT (IN INK) AND SIGN THE COMPLETED FORM.

SECTION 1.

CONSUMER COMPLAINT

Your Last Name: _____
 Your First Name: _____
 Your Address: _____
Las Vegas, Nevada _____
 (City) (State) (Zip)
 Your Phone Number (#): _____
 Your Mobile #: _____
 Your Fax #: _____
 Your Email: _____
 Are you 65 years of age or older? Yes No

YOUR COMPLAINT IS AGAINST

Individual/Business: Desert Lincoln Mercury
 If Business, Contact Person: Sharon Graham
 Individual/Business Address: 5750 W. Sahara Ave
Las Vegas, Nevada 89146
 (City) (State) (Zip)
 Individual/Business Phone #: 702-876-1922
 Individual/Business Mobile #: 702-324-9132
 Individual/Business Fax #: 702-876-5048
 Individual/Business Email: _____
 Individual/Business Web Site: www.DesertAutoGroup.com

SECTION 2.

Did you make any payments to this individual or business? Yes No

If yes, please provide:
 Date of payments: 1/07; 8/07
 Form of payments: Cash
 Total amount of payments: _____ approx.

PLEASE ATTACH COPIES OF ALL DOCUMENTS. PLEASE COPY BOTH SIDES OF ALL CHECKS.

SECTION 3.

Please detail the nature or your complaint against the above named individual or business. Include the "who, what, when, why, and where" of your complaint.

My Complaint is: that I was not properly advised on how to handle

CONTINUE:

On Tuesday, 6 Nov 07, at approximately 11:30 am we were at Desert - Lincoln - Mercury waiting to have my car towed. We had a rental car from Enterprise to take care of also. While waiting to contact the warranty company the service manager (Mark) came where we were sitting and asked what we were doing, we explained we were there to pick up the car. My fiance (Peter) told him, he was waiting to talk to Sean the General Manager, about repairs to the car or getting another car. Mark told him that Sean was out and wouldn't be back until 2 pm. Then he said that if we didn't have the car removed today, they would send us a letter stating that they were going to charge us storage fees. We told him that wasn't necessary. While on the phone with the warranty company, a man and a woman came running in the building asking for the keys to the rental car. While talking to the warranty people setting up for the tow truck, I explained to the people I had a few items to get out of the car. While I was still trying to make arrangements, they kept talking and standing in front of me until my fiance told them to please give us some privacy. Before finishing the conversation Sean came in and Peter asked was he going to help to get a good price on the repair or help get an

CONTINUE:

other car. He told us no, he wanted our car off his property. He then told us that he got a letter from the Better Business Bureau and that we said they did rotten service, and that he was going to show us what rotten service was. So the whole time we were sitting there they kept walking by watching us.

We also contact a James Chaison & Todd Maul. Todd Maul is the President + James Chaison is the Vice-President. We are still waiting to hear from them, at approximately 2pm.

This is to add to my initial complaint that I filed last week

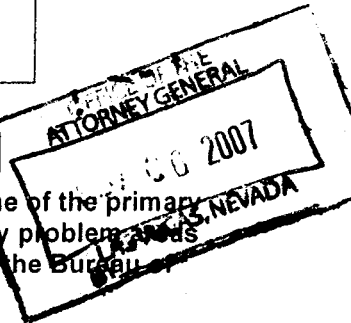


RECEIVED
NOV 06 2007
NEW JERSEY
REGISTRATION DIVISION



STATE OF NEVADA
 OFFICE OF THE ATTORNEY GENERAL
 BUREAU OF CONSUMER PROTECTION
 555 East Washington Avenue, Suite 3900 Las Vegas, Nevada 89101
 Telephone (702) 486-3786 Fax (702) 486-3283

CONSUMER COMPLAINT FORM



Thank you for taking the time to complete this complaint. Consumer complaints are one of the primary sources of information upon which the Bureau of Consumer Protection relies to identify problems needing enforcement. If your complaint falls under the jurisdiction of another agency, the Bureau of Consumer Protection may forward your complaint to that agency.

INSTRUCTIONS: Please type or print your complaint in ink and complete the form fully.

SECTION 1.

CONSUMER COMPLAINT

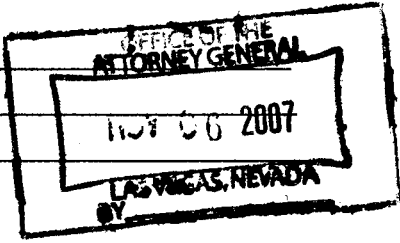
Your First Name: _____
 Your Last Name: _____
 Your Address: _____
N. Las Vegas, NV
 (City) (State) (Zip)
 Your Phone Number (#): _____
 Your Mobile #: _____
 Your Fax #: _____
 Your Email: _____
 Your Date of Birth: 10-11-63

YOUR COMPLAINT IS AGAINST

Individual/Business: Desert Lincoln-Mercury
 If Business, Contact Person: Shaun Graham
Todd Maul + James Chaison
 Individual/Business Address: 5750 W. Sahara Ave.
Las Vegas, Nevada 89146
 (City) (State) (Zip)
 Individual/Business Phone #: 702-876-1932
 Individual/Business Mobile #: _____
 Individual/Business Fax #: _____
 Individual/Business Email: _____
 Individual/Business Web Site: www.DesertAutoGroup.com
Todd Maul 562-977-2120 President
James Chaison 702-686-0159 Vice President

SECTION 2.

Did you make any payments to this individual or business? Yes No
 If yes, please provide:
 Date of payments: Jan 07 + Aug 07
 Form of payments: Cash
 Total amount of payments: \$1303 approx.



SECTION 3.

Please detail the nature of your complaint against the above named individual or business. Include the "who, what, when, why, and where" of your complaint. You may use additional sheets if necessary.

My Complaint Is: Against Desert Lincoln-Mercury, National Auto Warranty Services, Dealer Services + Warrantech. This problem has happened with my car before and now no one wants to do anything about it. I feel I have

been taken advantage of. I feel these companies have misrepresented themselves and treated me unjustly. Now my engine is in a box in the trunk of my car.

SECTION 4.

List and attach photocopies (no originals) of any relevant documents, agreements, correspondence, or receipts that support your complaint. Copy both sides of any canceled checks that pertain to this complaint.

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____
- i. _____

SECTION 5

Sign and date this form. The Bureau of Consumer Protection cannot process any unsigned, incomplete, or illegible complaints.

I understand that the Attorney General is **not my private attorney**, but rather represents the public by enforcing laws prohibiting fraudulent, deceptive or unfair business practices. I understand that the Bureau of Consumer Protection does **not** represent private citizens seeking refunds or other legal remedies. I am filing this complaint to notify the Bureau of Consumer Protection of the activities of a particular business or individual. I understand that the information contained in this complaint may be used to establish violations of Nevada law in both private and public enforcement actions. I authorize the Bureau of Consumer Protection to send my complaint and supporting documents to the individual or business identified in this complaint. I understand that this complaint is also subject to disclosure under Nevada's Public Record Law.

I certify that the information provided on this form is true and correct to the best of my knowledge.

(Signature)

(Print Name)

Date: 6 Nov 07

(Signature)

(Print Name)

Date: _____

State of Nevada
Department of Business and Industry
DIVISION OF INSURANCE - COMPLAINT FORM

Mail to: 788 Fairview Dr #300
Carson City, NV 89701
(775) 687-4270
Fax: (775) 687-3937

Mail To: 2501 E Sahara Ave #302
Las Vegas, NV 89104
(702) 486-4009
Fax: (702) 486-4007

*****Please fill out this form as accurately as possible and return to the office checked above*****

Your Name: [REDACTED] Social Security No.: [REDACTED]
Address: [REDACTED] Telephone No. (Daytime hours): [REDACTED]
City: N. Las Vegas [REDACTED]
State: Nevada Zip: [REDACTED] E-mail Address: _____

REMEMBER INSURANCE AGENT AND INSURANCE COMPANY ARE NOT THE SAME

Is this a claim against a policy you purchased? Yes No NV License Plate No.: PLUV5ME

If no, whose policy are you making a claim under? _____

Name of Insurance Company: National Auto Warranty Individual's Name _____

Policy No. (If known): [REDACTED] Claim No.: _____

Date of loss/accident/illness: _____ Insured's Social Security No. [REDACTED]

Agent's name (If known): _____ Phone No.: _____

Adjuster's name (If known): _____ Phone No.: _____

RELEASE FOR INFORMATION:

I certify that the information furnished by me in support of this complaint is to the best of my knowledge true and correct.

If this complaint involves medical records, I hereby authorize my medical providers to release those records and information relating to this complaint. Any medical information released to the Division will be kept confidential.

I have read and understand this release.

Date signed: 6 Nov 07 Signature: [REDACTED]

Initial this box if you wish the Division of Insurance to treat records of your complaint as confidential.

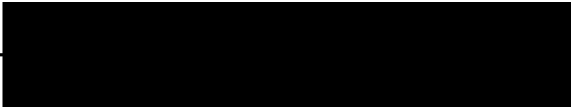
Please provide below a summary of the information concerning your complaint. If necessary, attach a separate sheet. Include copies of all correspondence and information relating to your problem. A copy of your policy will assist us.

START COMPLAINT HERE:

My complaint is against National Auto (e)arranty. I took my car to Desert Lincoln Mercury on 16 Oct 07 with the same problem previously. My car had a coolant leak which they say caused the car to over heat and blow the head again. The warranty company provided the parts back in Jan 07 to have the repairs done. Now that it has happened again they are refusing to do the repairs. Now they say that the engine needs to be replaced. We had to take the car from the Dealership. All the information that we have received is from the dealership. We made several calls last week about the warranty. At first they were going to send an inspector out. This was told to myself and the dealership. Then when the dealership said the car overheated, they refuse to send an inspector. After countless calls and discussions on Friday, 26 Oct + Monday 29 Oct, they finally agreed to

If additional space is needed, please attach pages as necessary.

Dated signed: 6 Nov 07

Signature: 

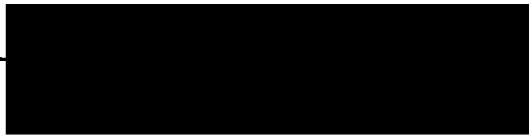
CONTINUE:

Send an inspector out. They said they would be there in 24 to 48 hrs. We received a call on Monday, 5 Nov 07 from the dealership, that the warranty company and them say that my car needs a new engine. To this day we haven't received any paperwork or additional phone calls from the warranty company. We initiated all the phone calls.

We would like the car fixed with a new engine and compensation for the rental car that we turned in today in the amount of \$600.00.

Also it was never explained to us that the head only had a limited warranty. This was told to my fiance (Peter), by Warrantech, last week during the phone conversations.

6 Nov 07





Compliance Enforcement Division
555 Wright Way
Carson City, Nevada 89711
(775) 684-4690
www.dmvnv.com

COMPLAINT VOLUNTARY STATEMENT

Case No. _____

File Date 30 Oct 07

I wish to file a complaint against the business or individual named below. I understand that the Department of Motor Vehicles DOES NOT represent private citizens seeking return of monies or other personal remedies as a result of contractual disputes or civil actions.

Person Filing Complaint:

Name: _____ Day Time Phone _____

Address _____

City N. Las Vegas State Nevada Zip _____

Business or Individual Complaint Filed Against:

Business License No _____

Business Name Desert Lincoln Mercury Phone _____

Address 5750 W. Sahara Ave.

City Las Vegas State NV. Zip 89146

Representative's Name Shawn Graham

Vehicle Involved:

VIN | 1 | M | E | L | M | 1 | 3 | P | 7 | V | W | _____

Year 1997 Make Mercury Model Tracer Color Red

Explain Complaint: (Please attach copies of any documents you have to support your complaint.)

I wasn't properly advised on how to handle the situation with my car. Without the proper advice concerning my car, it caused the head gasket on my engine to go out again and now the warranty company and Desert Lincoln are not willing to help do anything to solve the problem. Leaving my engine disassembled and no one willing to make the repairs. Also no one wanting to pay for the rental car also. This is the

I, Cassandra L. Jones freely and voluntarily give this affidavit to the State of Nevada, Department of Motor Vehicles. I further certify and affirm that all information is true and correct to the best of my knowledge and that I will testify to these facts if requested to do so in any action brought against the business or individual named above.

Signature of Complainant

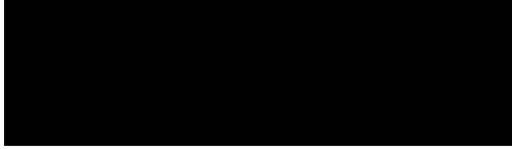
Paul Hamer - _____
Signature of Notary or Authorized DMV Representative

STATE OF NEVADA
OCT 30 07

OCT 30 2007
Date

and time, I have had this problem with my car before. The first time every thing was taken care of, now ~~the~~ no one wants to do any thing.

I have enclosed copies of all receipts and repairs done by Desert Lincoln-Mercury.



30 Oct 07

BUSINESS LICENSE SUMMARY

Business Name: **DESERT LINCOLN MERCURY**

License Number: **D0001297**

License | Activities | Address Summary | **Address Detail** | Franchise(s) | Occ. License | Bus. Plate | Doc. | Contact | Location Type

Include On Mailing List? No

Address Type: MAILING

From Date: 05-28-1999

Alternate Address

Address Format Type: NON-STANDARD

To Date:

Street Details

Address Details: [REDACTED]

City: LAS VEGAS

State: NEVADA

County: CLARK

Zip Code: [REDACTED]

Country: United States

This address has been validated

Comments...

Effective Date: 07-29-2005 Status: Current Transaction: 39980000 Operator: 1623 07-29-2005 10:20 Version#: 4

[REDACTED]

OUR SERVICE CONTRACT BENEFITS

NATIONWIDE COVERAGE

Your contract will protect you anywhere in the United States or Canada. So, whether you are driving around town or traveling, we are just a phone call away.

ROADSIDE ASSISTANCE

In the event your vehicle is disabled, our Roadside Assistance Professionals will be there to assist you 24/7. Our services include:

Road club for the life of the contract to include: Towing Assistance; Flat Tire Assistance; Oil, Fluid and Water Delivery Service; Fuel Delivery Services; Lock-Out Assistance; Battery Assistance; Collision Assistance; Drivers Valet; Emergency Travel Expense Reimbursement; Ambulance Assistance; Legal Defense Reimbursement; Car Theft Reward; Car Rental Discount Program; Hotel Discount Program; Road Hazard Tire; and Driver PDQ.

RENTAL CAR

If your repair meets the terms provided in your contract, we will reimburse you for rental expenses incurred according to the terms of the contract. You may rent a vehicle from any licensed rental agency.

NO HASSLE CLAIMS

Our claims department is focused on getting you back on the road as soon as possible.

PEACE OF MIND

When you are covered by Gold Protection you drive with the peace of mind knowing that we will be there to help you when you need us most.

YOUR LEVEL OF PROTECTION

GOLD PROTECTION

Vehicle must have less than 200,000 miles to qualify for Gold Protection

■ **ENGINE**

Engine block; cylinder head(s); cylinder barrels; timing cover; valve cover(s) and oil pan are covered only if damaged by the failure of an internal lubricated part listed below. The following internal lubricated parts are covered: pistons; wrist pins and rings; connecting rods and bearings; crankshaft and bearings; camshaft; lifters; followers and cam bearings; rocker arms; push rods; shafts and bushings; valves; springs; replaceable guides; seats; timing gear and chain; timing chain or belt and tensioner; eccentric shaft; oil pump; water pump; harmonic balancer; flywheel/flex plate and ring gear. Also covered are the internal lubricated parts of the vehicle manufacturer installed turbocharger or supercharger. The housing is only covered by the failure of an internal lubricated part. For vehicles with rotary engines the following is covered: rotary chamber; main bearing; rotor; and the parts listed above.

■ **TRANSMISSION**

Transmission case; transfer case and torque converter case are covered only if damaged by the failure of an internal lubricated part. All parts contained within the case including the following internal lubricated parts are covered: oil pump; valve body; governor; vacuum modulator; internal linkage; bearings; gear sets; bands; main shaft; drum; sealing rings.

■ **DRIVE AXLE**

Differential housing; transaxle housing and final drive housing only if damaged by the failure of an internal lubricated part. All parts contained within the housing including the following internal lubricated parts are covered: axle shafts; gear sets; bearings; constant velocity joints (excluding boots); universal joints; drive shaft; locking hubs and rings; supports and retainers.

■ **ELECTRICAL**

Starter and solenoid; alternator; voltage regulator; distributor; engine compartment wiring harness; wiper motors; wiper switch; analog gauges; window motors; power window switches defroster switch; mirror motors and controls; seat motors; power seat switches; convertible top motor and switch; power door lock actuators and switches; cruise control engagement switch; combination turn signal switch; wiper delay switch and controller; sun/moon roof motor and manual switch; front differential engagement switch and motor; power trunk release and switch.



■ STEERING

Gear housing is covered only if damaged by the failure of an internal lubricated part. All parts contained within the steering rack/gear housing are covered including the following: rack and pinion; power steering pump; power cylinder; main and intermediate shafts; couplings; pitman arm; idler arm; tie rod ends.

■ AIR CONDITIONING

Compressor; clutch; clutch coil; and clutch pulley; condenser; evaporator; expansion valve; idler pulley and bearing; high/low cut-off switch; pressure cycling switch. The following parts are also covered if they are required in connection with the repair of a covered part listed above: accumulator/drier; orifice tube.

■ SUSPENSION

Upper and lower control arms; shafts and bushings; upper and lower ball joints; steering knuckles; wheel bearings; stabilizer shaft; linkage and bushings; king pins and bushings; spindle and support; torsion bars.

■ BRAKES

Master cylinder; power assist-booster pump; vacuum assist booster; wheel cylinders; combination valve (proportioning valve); steel hydraulic lines and fittings; brake calipers.

■ COOLING SYSTEM

Water pump; engine cooling fan and motor; fan clutch.

■ FUEL

Fuel pump; fuel injection pump; fuel nozzles; metal lines and tank filler neck.

■ ELECTRONIC HIGH TECH

Suspension level control compressor; height sensor and limiter valve; pneumatic suspension pump; sensors and valves; spark control detonation sensors; anti-detonation sensors; ignition module; knock sensor; vehicle manufacturer installed combination entry system. The following ABS parts are also covered: wheel speed sensors; hydraulic pump/motor and electronic control module.

■ AUDIO

Original factory installed radio; main speaker system; single compact disk/cassette player; graphic equalizer; and premium sound amplifier.

■ SEALS AND GASKETS

All seals and gaskets for the specific covered components listed under Engine; Transmission; Drive Axle; Steering; Brakes and Air Conditioning are covered unless the cause of failure is the result of overheating, lack of lubrication, or lack of necessary fluids.

■ TAXES AND FLUIDS

State and local taxes where applicable and fluids to complete a covered repair.

YOUR GOLD PROTECTION ADMINISTRATOR

VEMECO, Inc.
A COMPANY WITH
EXPERIENCE YOU
CAN TRUST

We are a leader in the field of service contracts. The coverage programs we develop and administer enable our business clients to provide a value-added service to their customers.

WE WON'T LEAVE YOU STRANDED

Have confidence in knowing that you will never be left stranded. Our Service Contracts provide:

- A toll-free number for fast, courteous service available 24 hours, 365 days a year
- Over 11,000 Authorized Repair Facilities throughout the country
- A convenient credit card system to pay claims
- Flexibility in where you have your vehicle repaired — you choose any licensed repair facility
- Per visit deductible that reduces to \$0 (zero) when a preferred repair facility is used

**DEALER
DS
SERVICES**

TOLL FREE:
800-699-7745

Dealer Services products offered by
National Auto Warranty Services,
administered by Vemeco, Inc.

This brochure is not a contract. It provides only a general summary of coverages and its contents are limited by size. For detailed information, refer to the terms and conditions and exclusions of the actual contract. Not all plans are available in all areas, and not all benefits apply to all plans.

168886DSGOLP0006

**DEALER
DS
SERVICES**

**GOLD
PROTECTION**

WHY BUY A SERVICE CONTRACT?

AVOID COSTLY REPAIRS

As time goes by, your vehicle is more and more likely to suffer a mechanical breakdown. Mechanical breakdowns are becoming more and more expensive to repair, and they are never convenient. A Service Contract can protect you from those large, unexpected repair bills.

We offer protection for your new or pre-owned vehicle. Don't let your family get caught without this valuable and affordable protection.

YOU DESERVE "PEACE OF MIND"

STATISTICS SHOW THAT...

- The average consumer drives their car longer and further than ever before.
- The vehicle is still the second largest investment in most households.
- You are more likely to use a service contract than other forms of protection you might own.
- You depend on your vehicle.

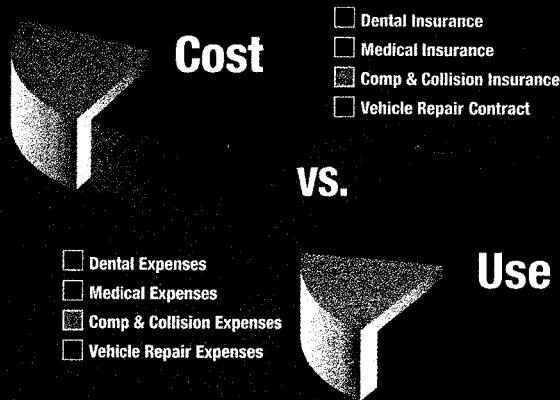
COMPREHENSIVE COVERAGE...

- Will keep your car operating properly for years to come.
- Will protect your investment.
- Is backed by sound insurance.
- Will give you peace of mind!

PROTECTION THAT COSTS THE LEAST... IS PROTECTION THAT YOU WILL USE THE MOST

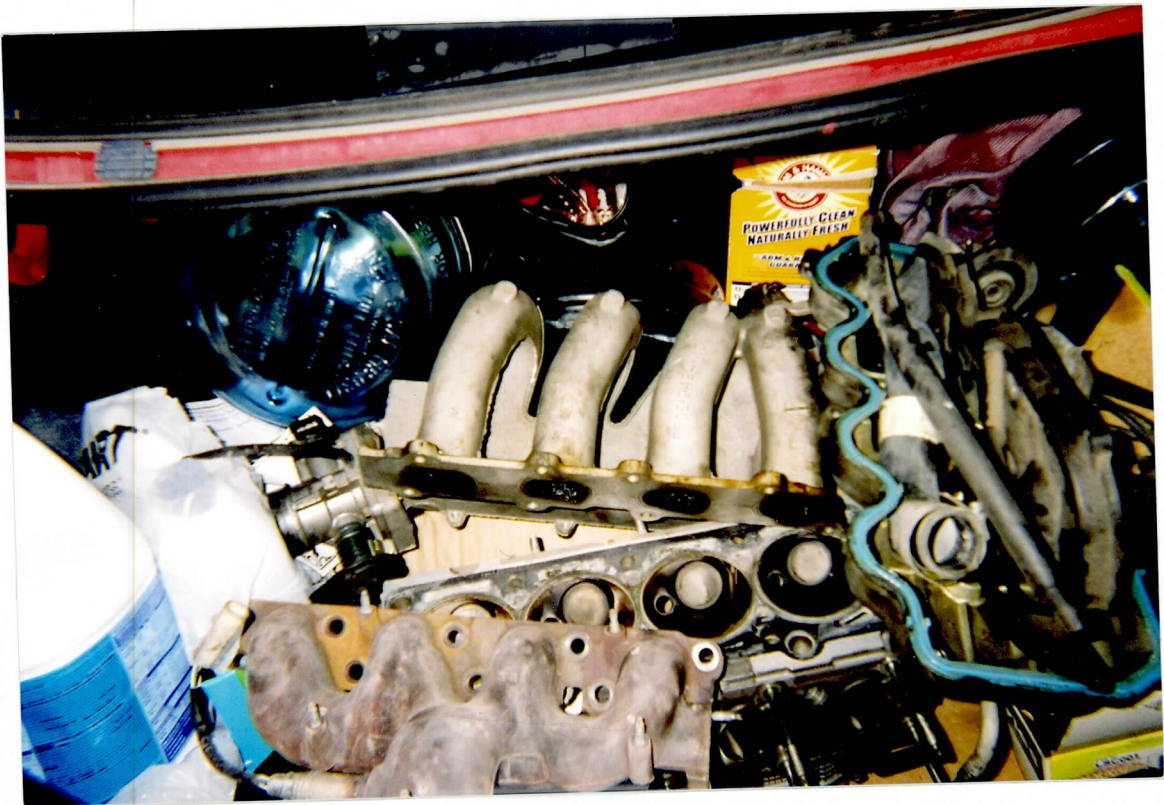
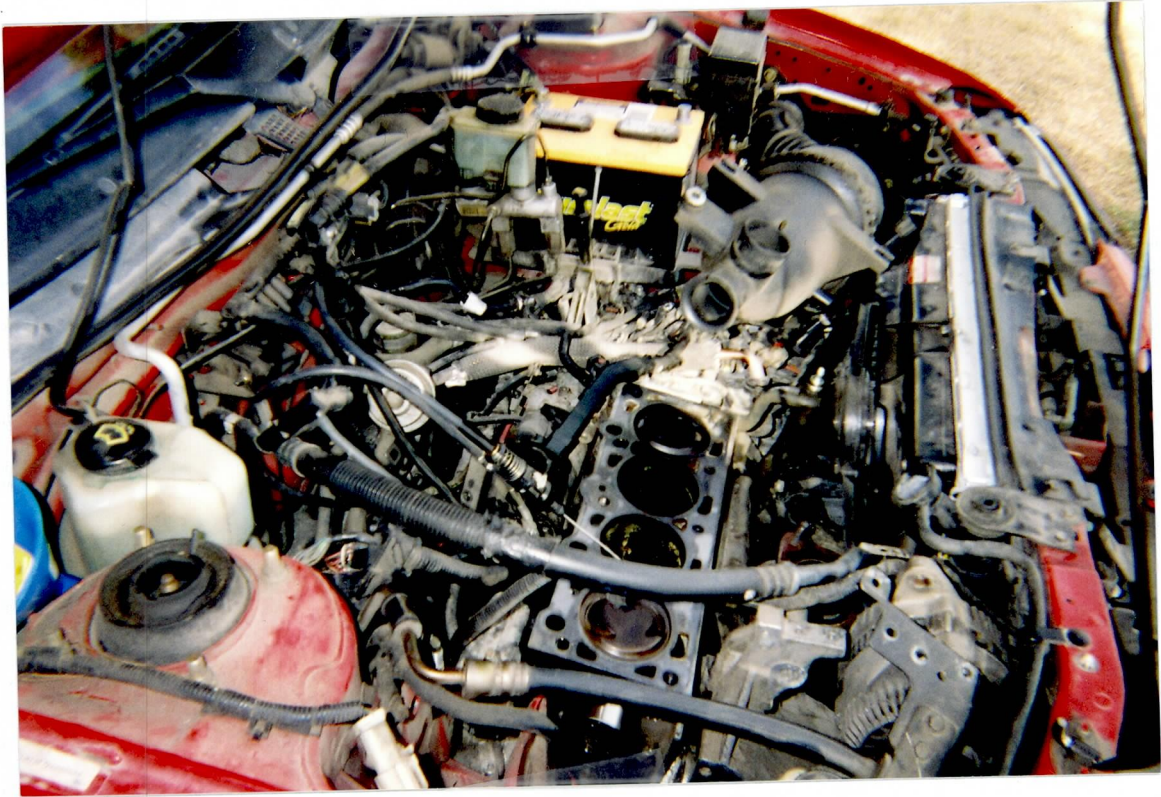
COMPONENT	REPAIR COST NOW	COST IN 5 YEARS
Engine	\$3,630	\$4,648
Transmission	\$2,255	\$3,425
Brakes	\$1,375	\$1,840
A/C System	\$1,205	\$1,601
Power Steering System	\$1,320	\$1,760
Fuel Injectors	\$1,348	\$1,799
Electrical System	\$ 891	\$1,335
CV Joints	\$ 825	\$1,089
Suspension	\$1,052	\$1,246
Oxygen Sensor	\$ 590	\$ 761
Radiator	\$ 418	\$ 545
Instrument Cluster	\$ 400	\$ 658

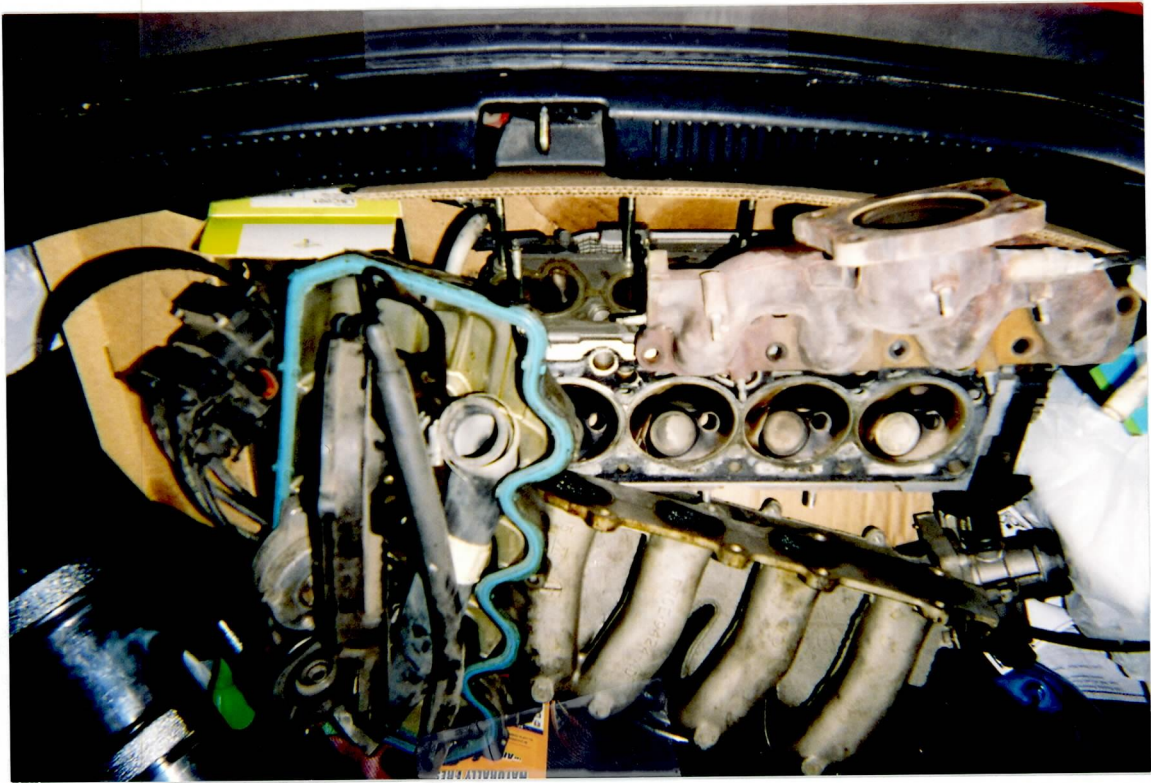
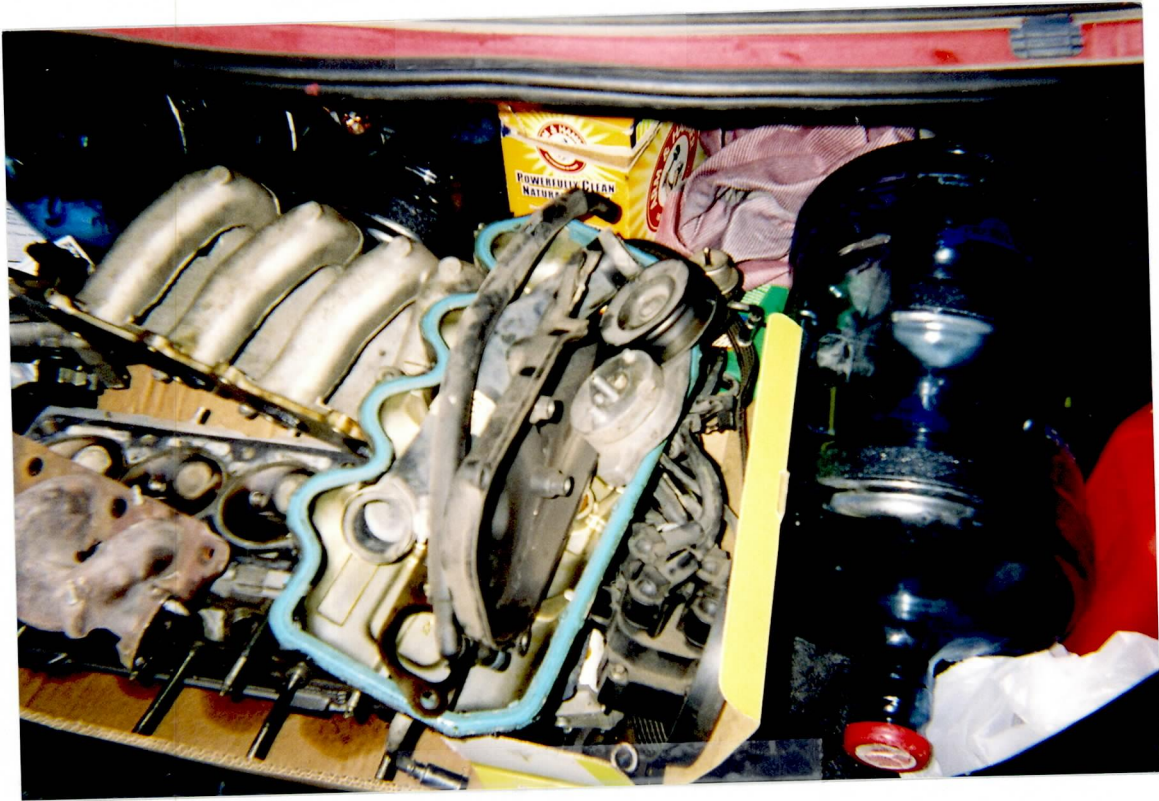
Note: Average repair rates calculated from the ALL-DATA Mechanical Part and Labor Estimating Guide based on various makes and models commonly driven in the United States.

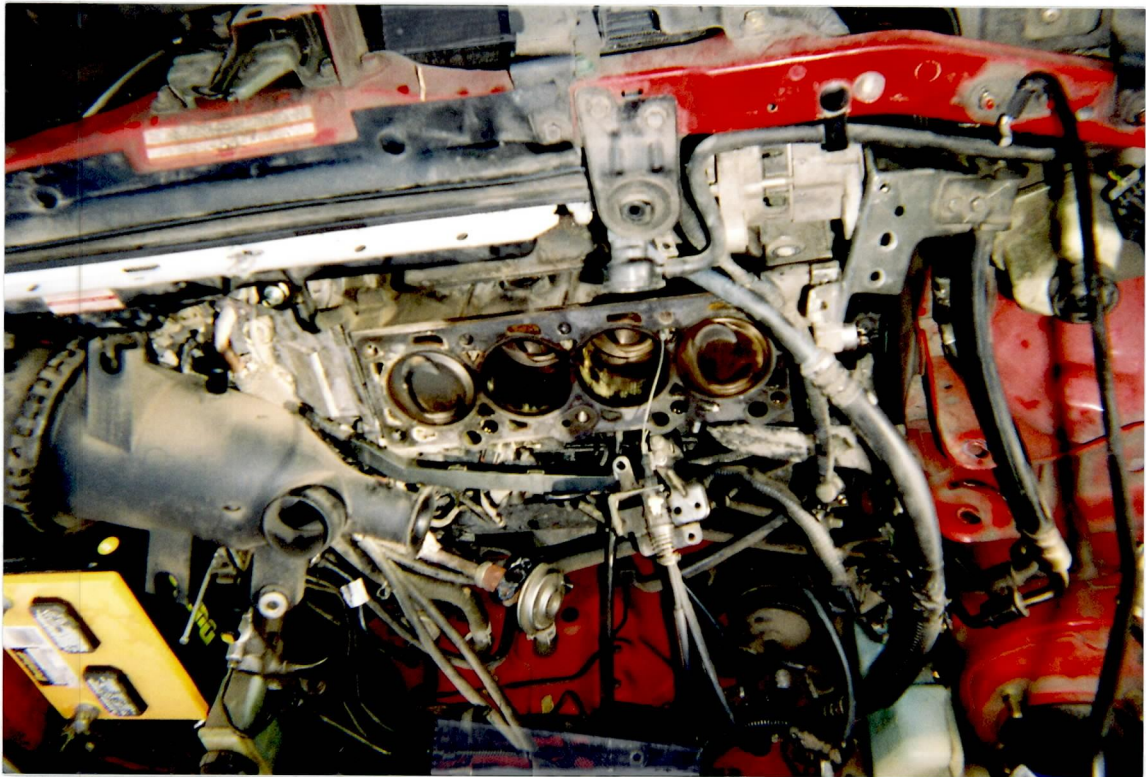
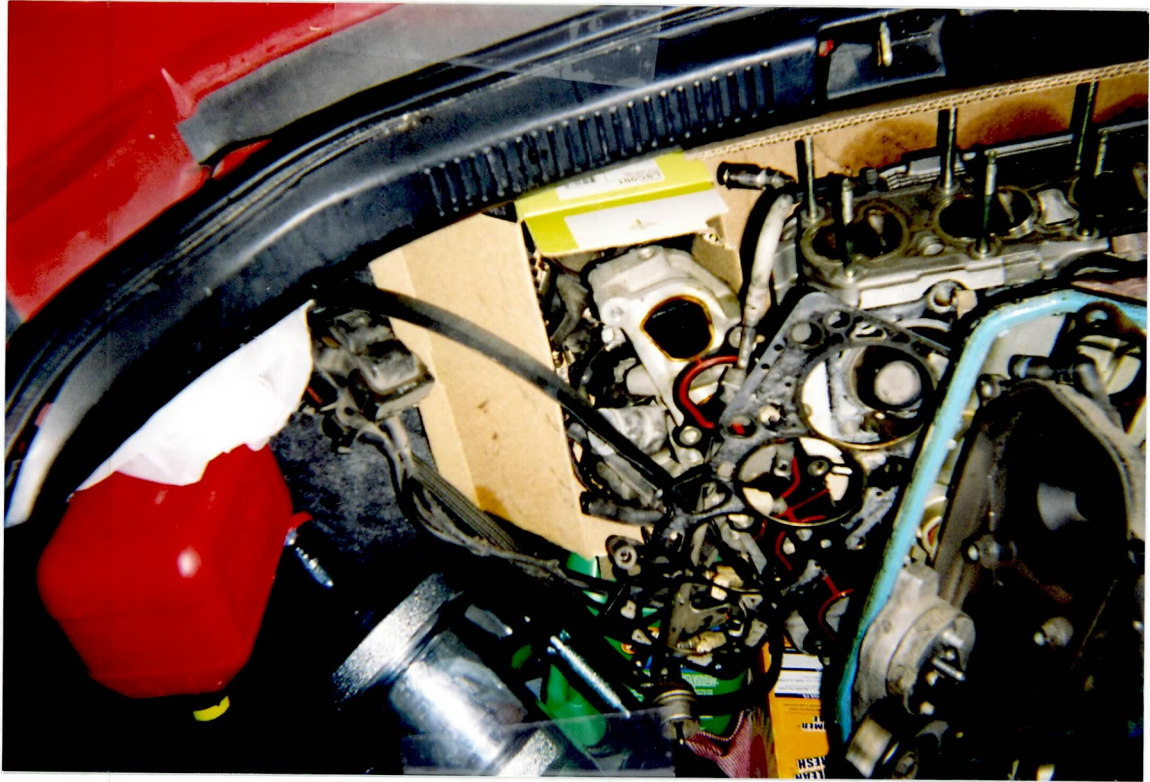


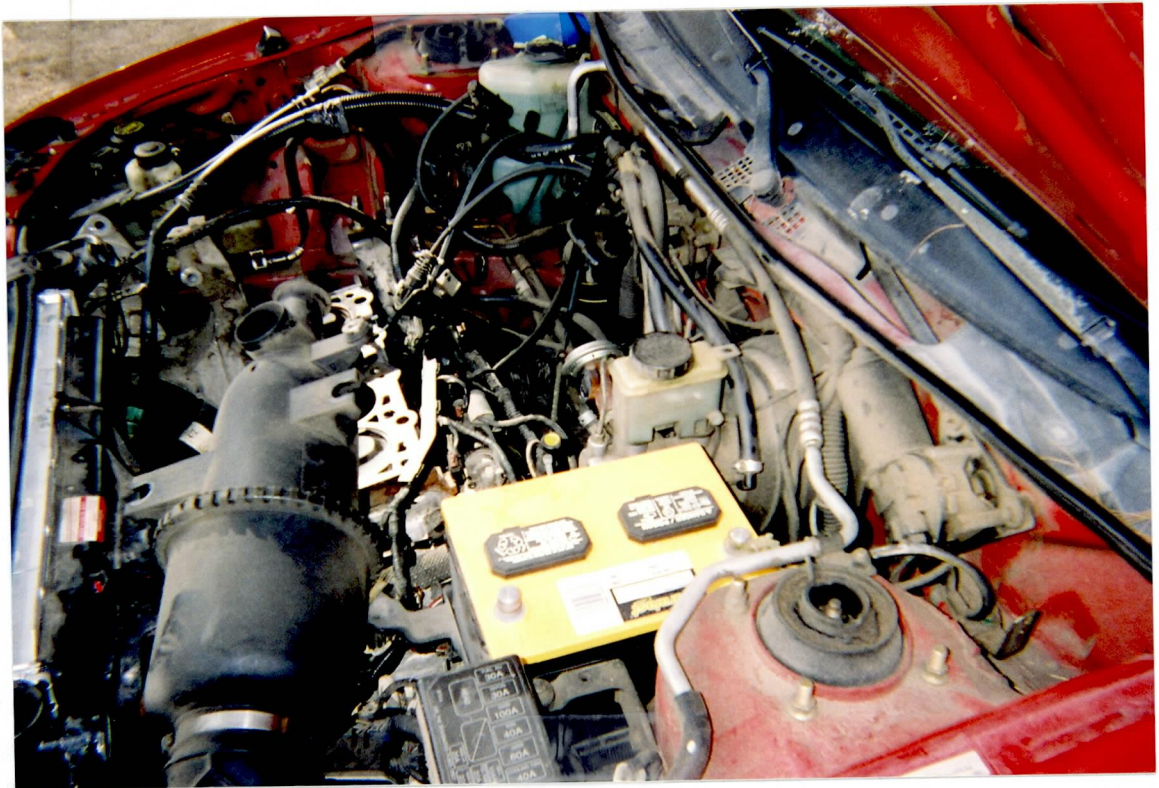
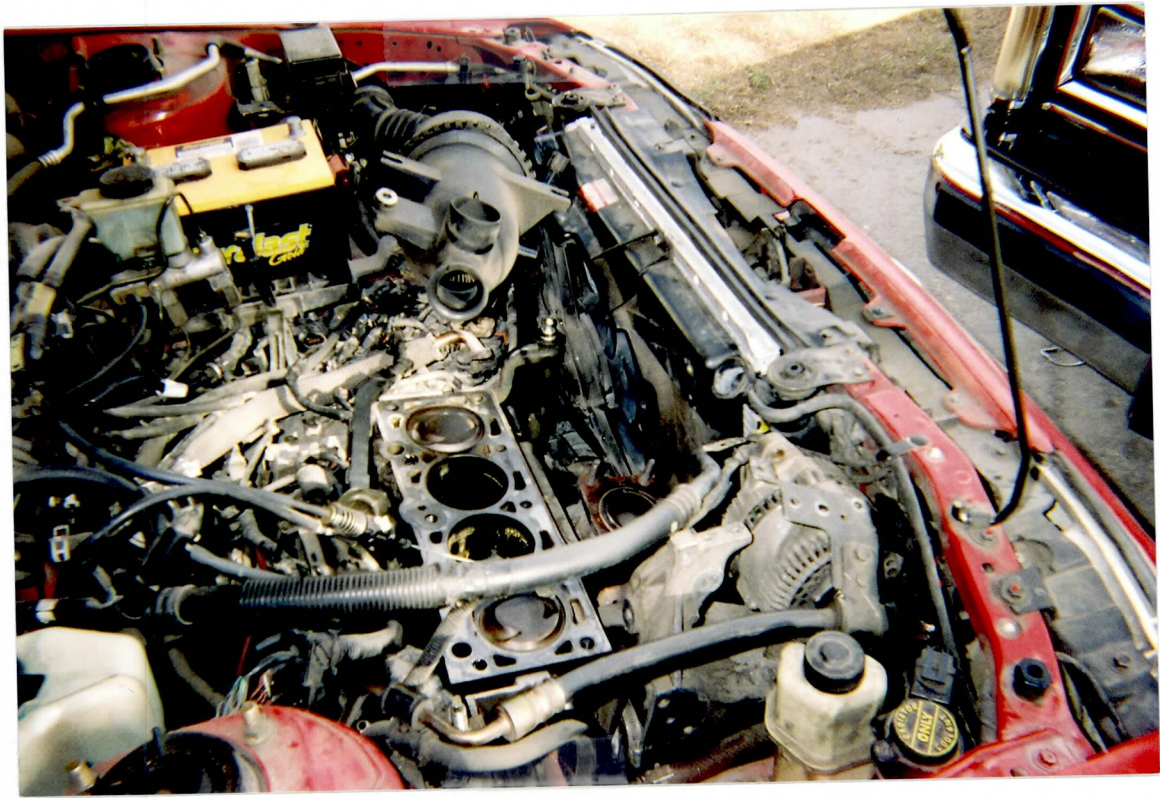
Over a 5-year period, statistics show that the average person will use a service contract more than any other form of insurance, yet it is the least expensive.

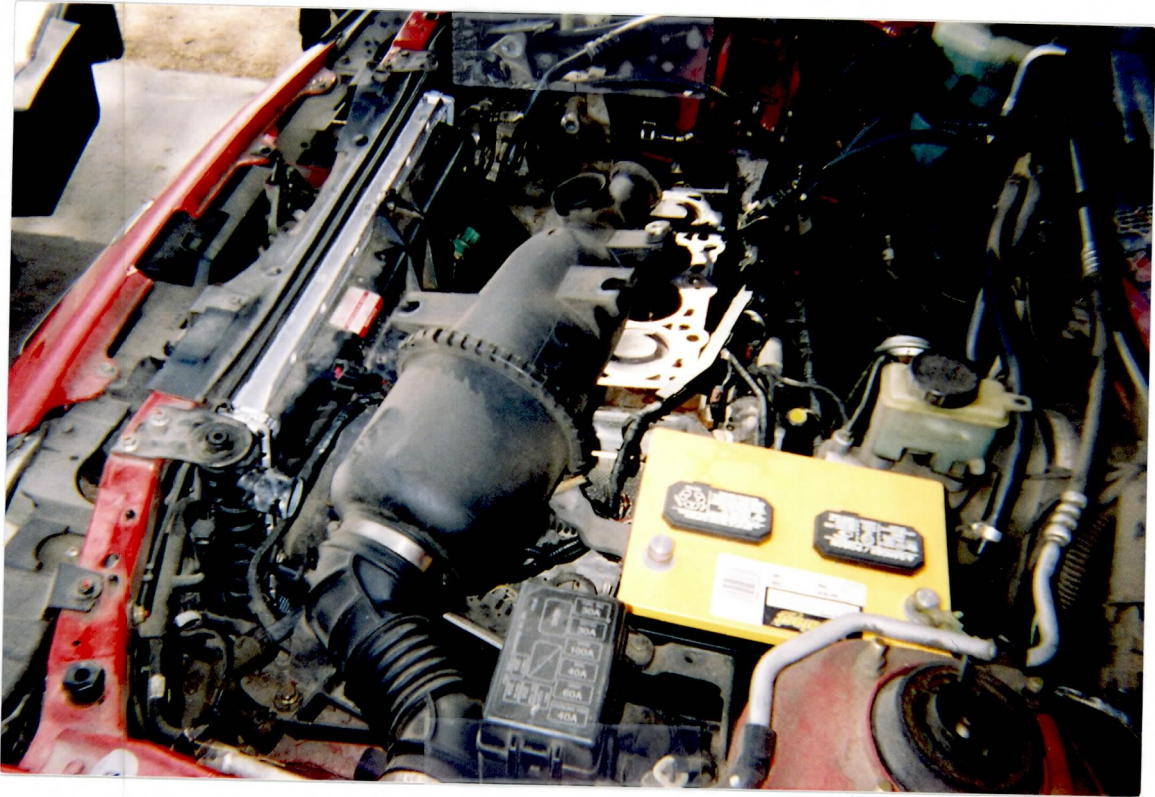
Th
co
re
all











JAMES CHAIRON - VICE President

702-686-0159

TODD MAUL - President

562-977-2120

DERENT LINCOLN MERCURY
OWNER

~~Fr. 2pm 9th 89147
Brian Chester 800 925
2640 S. Johnson X3402~~



Customer's Name: _____
 Street Address: _____
 City/State/Zip Code: _____
 Home/Work Phone: _____ Cell Phone: _____
 E-Mail Address: _____



Service Drive Process (SDP)

- Performed Walk Around
- Reviewed Maintenance Menu
- Offered a Multi-point Inspection
- Reviewed Entire Completed Repair Order
- Set Next Appointment
- Customer Signature

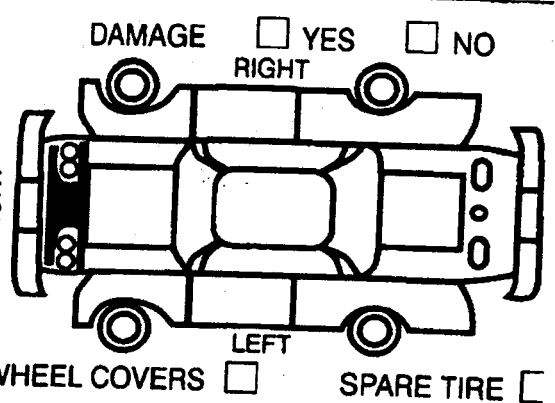
VIN #: <u>VW</u> [REDACTED]			
YEAR:	MAKE:	MODEL:	COLOR:
MILEAGE: <u>91146</u>	LICENSE #:		
SA:	HAT #: <u>1100</u>		

CONCERN _____

CONCERN _____

CONCERN _____

CONCERN _____



TIRES:

RF _____ LF _____

RR _____ LR _____

Miles In: _____ Miles Out: _____

PROMISED _____ R.O. NUMBER _____

ESTIMATE: UNDER NEVADA LAW, YOU HAVE THE RIGHT TO RECEIVE A WRITTEN ESTIMATE OF CHARGES FOR REPAIR MADE TO YOUR VEHICLE, WHICH EXCEED FIFTY DOLLARS (\$50.00). IF YOU WISH TO WAIVE YOUR RIGHT TO RECEIVE A WRITTEN ESTIMATE, PLEASE MARK THE BOX BESIDE "NO ESTIMATE". YOUR BILL WILL NOT BE HIGHER THAN THE ESTIMATE BY MORE THAN TWENTY PERCENT (20%) OR ONE HUNDRED DOLLARS (\$100.00), WHICHEVER IS LESS, UNLESS YOU APPROVE A LARGER AMOUNT BEFORE REPAIRS ARE FINISHED. YOU CAN CHOOSE THE KIND OF ESTIMATE YOU WANT TO RECEIVE BY SIGNING YOUR NAME BESIDE ONE OF THE FOLLOWING CHOICES AND INDICATING A TELEPHONE NUMBER WHERE YOU CAN BE REACHED IF NECESSARY. YOU FURTHER UNDERSTAND THAT YOU ARE UNABLE TO RECEIVE A COPY OF THE ESTIMATED SERVICE COST, DUE TO THE LATE EVENING OR EARLY MORNING SERVICE DROP OFF WHICH YOU HAVE ELECTED TO UTILIZE.

- WRITTEN ESTIMATE
- ORAL ESTIMATE
- NO ESTIMATE

Customer Signature _____ Customer Signature _____ Customer Signature _____

PARTS: I understand that the Dealership/AutoNation is not responsible for any delays caused by unavailability of parts or shipping by the supplier or transporter. You have the right to inspect all replaced parts and accessories that are covered by a warranty and for which a charge is made. All parts installed are new unless otherwise indicated. Replaced parts and accessories will be discarded at the time of service unless subject to a manufacturer's warranty or core charge or you specifically request to have them returned to you.

Please Return My Replaced Parts _____ (INITIAL)

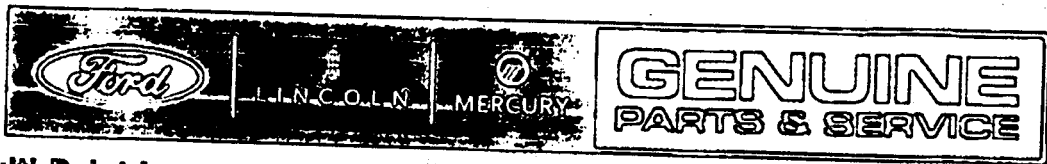
TERMS OF PAYMENT: I agree to pay for the repairs I authorize, along with the necessary materials, in Cash upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. In the event that I authorize commencement, but do not authorize completion of a repair or service, I understand that a charge will be imposed for disassembly, reassembly or partially completed work and I agree to pay for the same. Such charges will be directly related to the actual amount of labor or parts involved in the inspection or repair or service. In addition, a charge of 10% of the total cost of labor up to a maximum of \$62.50 will be added to the Repair Order for shop supplies used in connection with the repair. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the cost of labor, materials, supplies and storage charges.

STORAGE CHARGES: I further acknowledge that if I am advised that a repair is necessary that will result in additional charges and I elect to take possession of my vehicle without having the repairs performed, I must pay for any authorized charges and take possession of my vehicle within 24 hours of notifying the Dealership/AutoNation and, if I fail to do so, I must also pay the Dealership/AutoNation a \$25.00 storage fee for each day my vehicle is left at the Dealership.

WARRANTY STATEMENT AND DISCLAIMER: The Dealership/AutoNation provides a Limited Warranty on most parts and repairs. You have the right to read and understand all documents and warranties before you sign them. Please ask the Dealership to see the Limited Warranty for complete details. Except for the express written Limited Warranty on the reverse side of the Repair Order and/or Repair Invoice, the Dealership/AutoNation disclaims all warranties, express and implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of parts or the repair.

I hereby grant the Dealership/AutoNation permission to operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle or for damage caused by freezing due to lack of antifreeze.

CUSTOMER SIGNATURE: _____ DATE: _____



Multi-Point Inspection Report Card As Recommended by Ford Motor Company

Customer Name: [REDACTED] Year/Model: 97/Trans Date: 10/9/06
 RO/ Tag: 1100 Mileage: 91147

CHECKED AND OKAY AT THIS TIME **MAY REQUIRE FUTURE ATTENTION** **REQUIRES IMMEDIATE ATTENTION**

Check Fluid Levels and Fill

<input checked="" type="checkbox"/> <input type="checkbox"/> Engine Oil	<input checked="" type="checkbox"/> <input type="checkbox"/> Power Steering
<input checked="" type="checkbox"/> <input type="checkbox"/> Transmission (if equipped with dipstick)	<input type="checkbox"/> <input type="checkbox"/> Coolant Recovery Reservoir
<input checked="" type="checkbox"/> <input type="checkbox"/> Brake Reservoir	<input checked="" type="checkbox"/> <input type="checkbox"/> Window Washer

Check Battery

<input type="checkbox"/> Good	Factory Spec Cold Cranking Amps <input type="text"/>	<input type="checkbox"/> Good	<input type="checkbox"/> Bad
<input type="checkbox"/> Recharge		Battery Terminals (Clean if necessary)	
<input type="checkbox"/> Bad	Actual Cold Cranking Amps <input type="text"/>		

Check Following Systems / Components

- Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps
- Windshield washer spray, wiper operation and wiper blades
- Windshield for cracks, chips and pitting
- Radiator, heater, and air-conditioning hoses for leaks and damage
- Engine air filter
- Oil and/or fluid leaks
- Constant velocity (CV) drive axle boots (if equipped)
- Exhaust system (leaks, damage, loose parts)
- Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)
- Steering and steering linkages
- Shocks/struts and other suspension components for leaks and/or damage
- Brake system (including lines, hoses, and parking brake) and wheel end for end-play and bearing noise
- Engine Cooling system, hoses and clamps
- Accessory drive belt(s)
- Clutch operation (if equipped)

State Inspection Due (If Applicable) / / YEAR

Check Brakes Measure Front / Rear Brake Linings

Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)
 3 to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm (Drum) or 2/32" to 3/32"
 Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)

Brake Measurements Not Taken This Service Visit
 Comments: _____

Check Tires

<input checked="" type="checkbox"/> 7/32 or Greater		<input type="checkbox"/> 7/32 or Greater
<input type="checkbox"/> 4/32 to 6/32		<input type="checkbox"/> 4/32 to 6/32
<input type="checkbox"/> 3/32 or less		<input type="checkbox"/> 3/32 or less
<input checked="" type="checkbox"/> 7/32 or Greater		<input type="checkbox"/> 7/32 or Greater
<input type="checkbox"/> 4/32 to 6/32		<input type="checkbox"/> 4/32 to 6/32
<input type="checkbox"/> 3/32 or less		<input type="checkbox"/> 3/32 or less

WEAR PATTERN / DAMAGE

<input type="checkbox"/> <input type="checkbox"/> LF	<input type="checkbox"/> <input type="checkbox"/> RF
<input type="checkbox"/> <input type="checkbox"/> LR	<input type="checkbox"/> <input type="checkbox"/> RR

Tire Wear Indicates:
 Alignment Check Needed Wheel Balance Needed

Comments: _____
 Tire Pressure Set to Factory Recommended PSI FRONT 33 REAR 33

Comments: trans. flush

This Courtesy Inspection Completed by Your QualityCare Service Team!

Service Advisor: Eric

Technician: Joe

Customer Signature: _____

ONSITE PLUS SERVICE

(DAW) DISPLAY ADDITIONAL WORK DETAIL

09OCT07 14:10

Tag: T1100 RO: 80702 SA: 4048
Customer Name: [REDACTED]
Home Phone:
Bus. Phone:
Vehicle: 97 TRACM

Customer status: WAIT
Open Time: 12:44 09OCT
Promise Time: 17:00 09OCT
Est. Compl. Time: 18:00 09OCT
RO Status: WORKING

1 TECH: 2876 TIME: 09OCT 13:17 REQUEST STATUS: SUBMITTED
REQ: TEST FUEL GAUGE CIRCUIT 1.0
NEEDS SENDER, PUMP IS ALSO VERY NOISY
REPLACE FUEL PUMP & SENDER & FILTER 3.5
REPLY:

COMMAND (APP/DEN/REP/SWR/DS/DV/LRO/N/B/E/F/?):

(End of Display)

Customer's Name: [REDACTED]
 Street Address: _____
 City/State/Zip Code: _____
 Home/Work Phone: [REDACTED] Cell Phone: [REDACTED]
 E-Mail Address: _____



Service Drive Process (SDP)

- Performed Walk Around
- Reviewed Maintenance Menu
- Offered a Multi-point Inspection
- Reviewed Entire Completed Repair Order
- Set Next Appointment
- Customer Signature

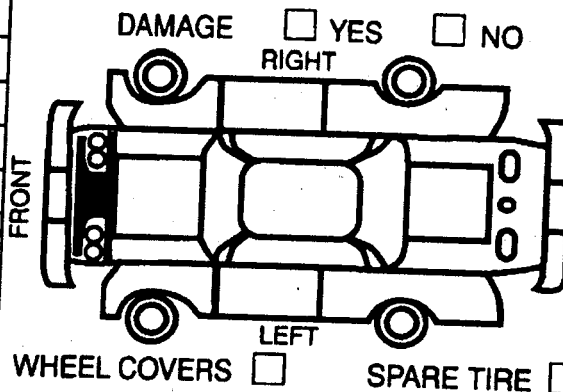
VIN #: VW [REDACTED]			
YEAR:	MAKE:	MODEL:	COLOR:
MILEAGE:	LICENSE #:		
SA: 91698	HAT #: 3043		

CONCERN *NO Strut/Disc*
coolant leak. 2 places

CONCERN *R Tire light out*
Dome light snap

CONCERN *V Brake*
LOF

CONCERN _____



TIRES:
 RF _____ LF _____
 RR _____ LR _____

Miles In: _____ Miles Out: _____

PROMISED _____ R.O. NUMBER _____

ESTIMATE: UNDER NEVADA LAW, YOU HAVE THE RIGHT TO RECEIVE A WRITTEN ESTIMATE OF CHARGES FOR REPAIR MADE TO YOUR VEHICLE, WHICH EXCEED FIFTY DOLLARS (\$50.00). IF YOU WISH TO WAIVE YOUR RIGHT TO RECEIVE AN ESTIMATE, PLEASE MARK THE BOX BESIDE "NO ESTIMATE". YOUR BILL WILL NOT BE HIGHER THAN THE ESTIMATE A MORE THAN TWENTY PERCENT (20%) OR ONE HUNDRED DOLLARS (\$100.00), WHICHEVER IS LESS, UNLESS YOU APPROVE A LARGER AMOUNT BEFORE REPAIRS ARE FINISHED. YOU CAN CHOOSE THE KIND OF ESTIMATE YOU WANT TO RECEIVE BY SIGNING YOUR NAME BESIDE ONE OF THE FOLLOWING CHOICES AND INDICATING A TELEPHONE NUMBER WHERE YOU CAN BE REACHED IF NECESSARY. YOU FURTHER UNDERSTAND THAT YOU ARE UNABLE TO RECEIVE A COPY OF THE ESTIMATED SERVICE COST, DUE TO THE LATE EVENING OR EARLY MORNING SERVICE DROP OF WHICH YOU HAVE ELECTED TO UTILIZE.

- WRITTEN ESTIMATE
- ORAL ESTIMATE

Customer Signature _____ Customer Signature _____ Customer Signature _____

PARTS: I understand that the Dealership/AutoNation is not responsible for any delays caused by unavailability of parts or shipping by the supplier or transporter. You have the right to inspect all replaced parts and accessories that are covered by a warranty and for which a charge is made. All parts installed are new unless otherwise indicated. Replaced parts and accessories will be discarded at the time of service unless subject to a manufacturer's warranty or core charge or you specifically request to have them returned to you.

TERMS OF PAYMENT: I agree to pay for the repairs I authorize, along with the necessary materials, in Cash upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. In the event that I authorize commencement, but do not authorize completion of a repair or service, I understand that a charge will be imposed for disassembly or partially completed work and I agree to pay for the same. Such charges will be directly related to the actual amount of labor or parts involved in the inspection or repair or service. In addition, a charge of 10% of the total cost of labor up to a maximum of \$62.50 will be added to the Repair Order for shop supplies used in connection with the repair. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the cost of labor, materials, supplies and storage charges.

STORAGE CHARGES: I further acknowledge that if I am advised that a repair is necessary that will result in additional charges and I elect to take possession of my vehicle without having the repairs performed, I must pay for any authorized charges and take possession of my vehicle within 24 hours of notifying the Dealership/AutoNation and, if I fail to do so, I must also pay the Dealership/AutoNation a \$25.00 storage fee for each day my vehicle is left at the Dealership.

WARRANTY STATEMENT AND DISCLAIMER: The Dealership/AutoNation provides a Limited Warranty on most parts and repairs. You have the right to read and understand documents and warranties before you sign them. Please ask the Dealership to see the Limited Warranty for complete details. Except for the express written Limited Warranty on the reverse side of the Repair Order and/or Repair Invoice, the Dealership/AutoNation disclaims all warranties, express and implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of parts or the repair.

I hereby grant the Dealership/AutoNation permission to operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle and acknowledge that the Dealership/AutoNation is not responsible for loss or damage of the vehicle or articles left in the vehicle in case of fire, theft or any other cause beyond its control or for damage caused by freezing due to lack of antifreeze.

CUSTOMER SIGNATURE: _____ DATE: _____

[Print Page Click Here](#)

**OASIS RESULT:
1MELM13P7VW609458**

10/17/2007
12:44:39
FCXWS446

© Copyright 2002-2007 Ford Motor Company. All rights reserved.

▶ Errors

VIN OUTSIDE OF SUPPORTED 10 MODEL YEAR RANGE
ALL APPLICABLE FIELD SERVICE ACTIONS WILL DISPLAY

▶ ARN MESSAGES

▶ OUTSTANDING FIELD SERVICE ACTIONS

NO CAMPAIGN MESSAGE(S) FOUND

▶ EXTENDED COVERAGES

NO ESP INFORMATION AVAILABLE

| On-line 1878

END OF OASIS REPORT FOR 1MELM13P7VW609458

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