



VEHICLE SERVICE CONTRACT AND MAINTENANCE AGREEMENT

CUSTOMER INFORMATION

SC

Name	Issuing Dealer
Address	Address
City, State, Zip	City, State, Zip

VEHICLE INFORMATION

Year	Make	Model	Cylinders	VIN
4x4	Turbo	Diesel	Lien Holder	

COVERAGE TERM (Cannot exceed 84 Months or 125,000 Total miles)

Months OR Miles <small>(Whichever occurs first)</small>	Expiration Miles <small>(Odometer Reading Of)</small>	Expiration Date	Current Mileage	Contract Price	Deductible
--	--	-----------------	-----------------	----------------	------------

COMPONENT COVERAGE SELECTION (You must select only one coverage level)

The contract contains additional information about the coverage that you select

<input type="checkbox"/> POWERTRAIN  Covers the items listed in the POWERTRAIN Coverage Section (Includes Items 1-3). See the back for details.	<input type="checkbox"/> STANDARD  Covers the items listed in POWERTRAIN and STANDARD Coverage Section (includes Items 1-9). See the back for details.	<input type="checkbox"/> COMPREHENSIVE  This is our most inclusive vehicle service contract. The only exclusions are the items listed on the "What is not Covered" section of your Service Agreement. See the back for details.
<input type="checkbox"/> WRAP  For eligible vehicles only. Covers the items listed in STANDARD and HIGH TECHNOLOGY Coverage Section and Wraps manufacturer powertrain warranty (includes Items 4-10). See the back for details.	<input type="checkbox"/> CERTIFIED # _____  For eligible vehicles only. Covers the items listed in STANDARD and HIGH TECHNOLOGY Coverage Section and Wraps manufacturer powertrain warranty (includes Items 4-10). See the back for details.	

ADDITIONAL BENEFITS

<input type="checkbox"/> SEALS AND GASKETS  For any covered components listed in your selected Coverage Section. Optional coverage (Surcharge Required). See the back for details.	<input type="checkbox"/> HIGH TECHNOLOGY  Covers the items listed in HIGH TECHNOLOGY Coverage Section (includes Items 10). Optional coverage. See the back for details.	<input type="checkbox"/> COMMERCIAL USE  Available on new vehicles only. See the back for details. <input type="checkbox"/> UP TO 3/4 TON <input type="checkbox"/> OVER 3/4 TON TO 1 TON
<input type="checkbox"/> RENTAL CAR  Rental car reimbursement of up to \$35 per day, for up to 6 days, in the event of a covered repair. See the back for details.	<input type="checkbox"/> 24-HOUR ROADSIDE ASSISTANCE  Effective for the term of this Service Contract. Coverage includes: 24-hour nationwide emergency roadside service to help YOU with towing, emergency fuel/fluid delivery, flat tire change, lockout/locksmith services, battery jumpstart of YOUR COVERED VEHICLE. To obtain Roadside Assistance you are required to call 1-866-800-4643, Producer code: 22636 Plan: AX. See the back for details.	<input type="checkbox"/> DISAPPEARING DEDUCTIBLE  Deductible at selling dealer: \$0 Away from selling dealer: \$100 See the back for details
<input type="checkbox"/> UPGRADE OPTION Up to \$50 per day for up to 6 days. Parts delay up to 2 days in excess of allowed repair time.		

TOTAL CARE AUTO MAINTENANCE AGREEMENT (You must select only one coverage level)

PLAN		SERVICE INTERVAL	Months	PRICE	
EFFECTIVE DATE			Miles		
TERMS	This Agreement begins on the Agreement Date, and shall end: _____ Months from the Agreement Date, or when _____ Miles have been added to the Odometer reading since the time of sale, whichever occurs first.		I hereby acknowledge the purchase of the Total Care Auto Maintenance coverage: X _____ <small>Purchaser Initials</small>		I hereby decline the purchase of the Total Care Auto Maintenance coverage: X _____ <small>Purchaser Initials</small>

ACCEPTANCE OF COVERAGE:

You hereby declare that you have read and accept the terms, conditions, limitations and provisions of this Contract and that you have not relied upon the statements or promises of any person unless those statements or promises are expressly set forth in this Contract. You agree that this Contract is between you and Landcar Agency, Inc., dba Total Care Auto (hereinafter TCA), 9350 South 150 East, Suite 990, Sandy, Utah 84070, (800) 733-7339, that it is neither a warranty nor an insurance policy, and that it is only an application until you have paid the purchase price in full. You understand that you are required to have scheduled maintenance performed upon your vehicle according to the manufacturer's recommendations to keep this Contract in force. You understand that in the States of Idaho and Utah, coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. You acknowledge that you understand that purchase of the coverage offered by this Contract is not required to purchase or to obtain financing for the Vehicle. You may pay for this Contract by cash, unsecured credit card or by including it in the financing of Your Vehicle.

I hereby _____ ACCEPT or _____ DECLINE this coverage and benefits.

Authorized Agent Name/Signature	Effective Date	Signature of Purchaser
---------------------------------	----------------	------------------------

SERVICE COMPANY AND ADMINISTRATOR

TOTAL CARE AUTO • 9350 South 150 East • Suite 990 • Sandy, Utah 84070 • (800) 733-7339 • FAX (801) 563-4199

PURCHASER

COVERAGE

MECHANICAL BREAKDOWN

TCA will repair, replace or reimburse the Purchaser for reasonable costs of parts and/or labor to repair or replace any of the covered components/parts listed in this Contract if required due to Mechanical Breakdown. A "Mechanical Breakdown" is defined as a failure of a defective part, or faulty workmanship of a covered component/part as originally supplied by the manufacturer. It does not include gradual reduction in operating performance due to wear and tear. Replacement component/parts will be new/remanufactured as originally equipped by the manufacturer or of like kind and quality when available. Reimbursement is subject to the deductible stated on the front page. The deductible applies to each Repair Visit.

COVERED COMPONENTS/PARTS:

The following are the only components and parts that are covered in the event of a Mechanical Breakdown.

POWERTRAIN

1. **ENGINE COMPONENTS:** Pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, harmonic balancer, camshaft, cam bearings, timing gears, chains, guides, tensioners, rocker arms, rocker shafts and towers, rocker bushings, valves, valve springs, guides and seats, valve push rods and lifters, intake and exhaust manifolds, oil pan, oil pump, oil pressure switch, oil level switch, engine oil cooler and lines (FACTORY INSTALLED), oil cooler adapter housing, water pump, fluid coupling, distributor housing and shaft, distributor vacuum advance, distributor shaft weights, engine mounts, flexplate or flywheel ring gear, engine head(s), valve cover(s), engine block, cylinder barrels, all internally lubricated parts of a rotary engine including (rotors, rotor seals, rotor chamber, main shaft, bearings).
2. **AUTOMATIC OR STANDARD TRANSMISSION COMPONENTS:** All internally lubricated parts: bands, pumps, planetary gears, internal shafts, thrust washers, internal bearings, governor, valve body and solenoid, servo and accumulator assemblies, flexplate torque converter, transmission cooler and steel lines (FACTORY INSTALLED), counter shaft, gears, input shaft, internal shift forks and rails, vacuum shift control valve, synchro rings and retainers, transmission mounts, clutch master cylinder, slave cylinder, clutch cable, shifter cable, shift linkage, shift interlock solenoid, vacuum shift solenoid and transmission case if damaged by failure of an internally lubricated part.
3. **DRIVEAXLE OR TRANSAXLE ASSEMBLY COMPONENTS:** Axle shafts, constant velocity joints (inner/outer), hybrid axle, pinion gears and bearings, ring gear, front wheel drive hub bearings, rear hub bearings, thrust washers, universal joints, axle bearings, housing(s) if damaged by failure of an internally lubricated part, automatic/manual locking hubs, 4WD actuator.

STANDARD

4. **FUEL SYSTEM COMPONENTS:** Diesel injection pump, fuel tank steel fuel lines, fuel tank check valve, airflow meter, throttle body, AIS motor, throttle linkage and fuel pump.
5. **FRONT AND REAR SUSPENSION COMPONENTS:** Upper and lower control arms, control arm shafts, all bushings, upper and lower ball joints, strut mounts, king pins and bushings, spindle and spindle support, steering knuckle and bearings, stabilizer bar, sway bar and links, steering center links and rear hub carrier.
6. **BRAKING SYSTEM COMPONENTS:** Master cylinder and reservoir, brake light switch, vacuum assist booster, brake hydro boost unit, power brake cylinder, wheel cylinders, calipers, proportioning valve, hill holder valve, steel hydraulic lines and fittings, backing plate and mounting hardware. ABS hydraulic control unit, ABS pressure switch, ABS pump and motor.
7. **STEERING COMPONENTS:** Internally lubricated parts contained within the steering gear box or rack and pinion housing, power steering pump and pulley, pump mounting bracket, high pressure line, pressure return line, power cylinder assembly, power steering control valve, electric power steering motor, steering speed sensor, power steering cooler (FACTORY INSTALLED), steering intermediate shaft and steering gear box or rack and pinion housing if damaged by failure of an internally lubricated part.
8. **AIR CONDITIONING AND HEATING COMPONENTS:** Condenser, compressor, evaporator, receiver/drier, magnetic clutch assembly, expansion valve, accumulator, high pressure line, low pressure line, heater core, blend air door, heater A/C control actuators, heater control valve, and radiator.
9. **BASIC ELECTRICAL:** Alternator, alternator bracket, voltage regulator, wiper motor(s), starter motor and solenoid, manually operated switches, ignition pickup coil, signal generator, condenser fan motor, cooling fan motor and sensor, heater motor, and lock assemblies.

HIGH TECHNOLOGY

10. **Electronic fuel injection module, powertrain control module and sensors, electronic transmission control module and sensors, solenoid, a/c module and sensors, laser guided or standard cruise control module and sensors, cruise control servo (FACTORY INSTALLED), cruise linkage, climate control unit and cables, navigation system, driver information systems, power seat motor, heated seat element, power sunroof motor, convertible top motor, power antenna motor, trunk release motor, power window motor, window regulator, power door lock solenoid, power sliding door motor, power headlight motors, electronic instrument cluster, gauges, engine wiring harness, relays, body control modules, electronic level control computer and sensors, compressor, limiter valve, ABS control module, ABS wheel speed sensor and harness, all hybrid electrical components (except batteries), hybrid control processor module, final drive integrated module, traction inverter hybrid electric water pump, AC/DC converter and battery module.**

COMPREHENSIVE – WHAT IS NOT COVERED

ALL MANUFACTURER – ORIGINAL EQUIPMENT PARTS INSTALLED BY THE MANUFACTURER OR YOUR SELLING DEALER ARE COVERED UNDER THIS AGREEMENT FOR MECHANICAL FAILURE, UNLESS OTHERWISE EXCLUDED. THE ITEMS AND SERVICES LISTED BELOW ARE EXCLUDED: Accessory Drive Belts; Antenna Mast, Mirrors and Steering Wheel; Audio Speakers and Wiring, and Cellular Telephone; Batteries, Fuses and Fusible Links; Body Panels; Body Fasteners, Chassis Frame and Bumpers; Brake Drums, Rotors, Pads, Linings and Shoes; Carpet; Bright Metal, Chrome, Trim, Upholstery, Insulation; Convertible Top; Dash Cover and Pad; Door Trim, Handles and Fabric; Exhaust System and Catalytic Converter; Filters and Filter Housings; Fluids; Glass (including Windshields), Lenses, Sealed Beams and Light Bulbs; Headliner; Heating Hoses, Lines and Tubes, Hinges; Hybrid Items: Battery Plug Assembly; Vehicle Battery Pack; Vehicle Relay Assembly; Vehicle Supply Battery Assembly; Interior and Exterior Trim and Moldings (including but not limited to, Cup Holders, Ash Trays, Covers, and Vents); Lamps (Back-up, Fog Light, Side Marker, and Turn Signal Light Assemblies); Jack and Tool Kit, Wheel Lugs and Lug Nuts; Light Bulbs; Manual Transmission Clutch Disc; Pressure Plate and Throw-Out-Bearing; Near-object Avoidance System; Nuts, Bolts, Clips, Retainers, and Fasteners; Paint; PVC Valve and Fuel Vapor Canister; Proximity Pass Key and Sensor; Radiator Cap; Rain Sensing Wiper Sensors; Rear-View Camera; Rust and Corrosion Damage; Seat Covers; Seat Belt Assembly and Air Bag Assembly; Sheet Metals; Shock Absorbers, Tires, Wheels, Wheel Covers and Rims; Spark Plugs, Plug Wires and Glow Plugs; Structural Framework and Welds; Tires; Vacuum hoses, Lines & Tubes; Van appliances and carpet; Weather Stripping; Windshield Wiper Blades (Rubber Component); Any parts or components of a natural gas/propane fuel system.

WRAP

Covers only the items listed in STANDARD and HIGH TECHNOLOGY Coverage Section and Wraps Manufacturers Powertrain warranty (includes items 4–10). This coverage is only available on vehicles with extended Manufacturer Powertrain warranty.

CERTIFIED

Covers the items listed in STANDARD and HIGH TECHNOLOGY Coverage Section and Wraps Manufacturers Powertrain warranty (includes items 4–10). This coverage is only available on vehicles with extended Manufacturer Powertrain Warranty and must be certified with the manufacturer.

SEALS AND GASKETS

Seals and gaskets are covered when replaced in conjunction with a covered failure, or when the "Seals and Gaskets Coverage" option has been selected. Minor loss of fluid or seepage is considered normal and is not considered a failure.

COMMERCIAL USE

Is defined as: Any passenger cars, trucks and vans (up to one (1) ton cargo capacity) used for the business purpose of livery, farming or ranching, pushing, pulling or hauling material of any kind, route work, job site activities, inspections, examinations, maintenance, service or repair work, gardening and lawn care, and carrying personal job tools to a job site or has been issued commercial plates in the state in which it is titled, or advertises a commercial enterprise with signage on said Vehicle. Vehicle used for snow removal must be equipped with factory installed or factory authorized snowplow package. Usage must not exceed manufacturer's ratings and/or limitations. ANY OTHER IS NOT ELIGIBLE FOR COMMERCIAL USE COVERAGE: rental, taxi, limousine or shuttle, delivery, towing or road repair operations, security services, cable or line installation or removal, police or other law enforcement services, emergency services, construction, service or repair, or any vehicles used for competitive driving.

RENTAL CAR (No Deductible applies to this benefit)

Rental car reimbursement, from a rental agency only, will be at the rate of up to \$35 per day with a maximum limit of \$150 per Mechanical Breakdown. Repair Time means the number of labor hours required to repair the vehicle as stated in the applicable repair manual. Eligibility for benefits requires between 4 and 8 hours of Repair Time and that the vehicle be kept at the repair facility overnight. Each additional 8 hours of Repair Time qualifies for a corresponding one day rental benefit, up to a maximum of 6 days. Time spent waiting for parts, sublet or outside repairs, weekends and holidays do not qualify as repair time. The Contract deductible does not apply to this substitute transportation benefit. UPGRADE OPTION: You may elect to upgrade the rental car benefit to \$50 per day up to a maximum of 6 days. With the upgrade you will be allowed, in excess of repair time, up to 2 days of rental benefits for parts delay if no parts are available and must be special ordered from the manufacturer. (A Surcharge is required for the upgrade).

24-HOUR ROADSIDE ASSISTANCE (No Deductible applies to this benefit)

Towing / Road Service / Lockout

In the event Your Vehicle is disabled, We will dispatch a service vehicle to Your location to assist You. In the event Your Vehicle is unable to continue under its own power Your Vehicle may be towed to the nearest participating dealership within fifty (50) miles. In the event no participating dealer is located within fifty (50) miles of Your disablement location, You will be towed to a location within fifty (50) miles at no "out of pocket" expense by an authorized towing service. Any additional mileage will be paid by the customer at the time service is rendered. When calling for towing or road service You must call 1-866-800-4643. You will be required to give the representative assisting You the following information: Producer Code – 22636, Your Service Contract Number (located on the front right hand corner of the Declaration Page) and Your Plan Letter which is "AX". You are entitled to one (1) service per seventy two (72) hours.

Battery jumpstart • Flat tire change • Fuel delivery (You are responsible for the actual cost of the delivered materials) • Lockout assistance (passenger compartment only)

Reimbursement: In the event Your Vehicle is disabled and You contracted for any of the above covered services on Your own, You will be able to submit Your original receipted road service expenses for reimbursement consideration. Nation Safe Drivers (NSD) will reimburse up to a maximum of fifty dollars (\$50) for towing. If You are seeking reimbursement for any other roadside service, including lockout services, NSD will reimburse up to a maximum of fifty dollars (\$50). Claim forms may be obtained online at www.nsdclaims.com or by calling toll-free 1-800-338-2680. You must send Your original receipted roadside bills along with a completed claim form to Nation Safe Drivers, 800 Yamato Rd. Suite 100, Boca Raton, FL 33431; Attn: Claims Department.

Additional Disclosures:

YOUR ROADSIDE ASSISTANCE MEMBER ID NUMBER IS THE SAME AS YOUR CONTRACT NUMBER. • No Deductible applies to 24-Hour Emergency Road Service. • 24-Hour Emergency Road Service is provided through Nation Motor Club, Inc., with administrative offices at 800 Yamato Road, Suite 100, Boca Raton, FL 33431

- **For residents of Arizona, Arkansas, Hawaii, Louisiana, Massachusetts, Nevada, Tennessee, Texas and Washington:** services are provided by Nation Motor Club, Inc. dba Nation Safe Drivers.
- **For residents of California:** services are provided by Nation Motor Club, Inc., California Motor Club Permit Number 5157-3.
- **For residents of Alabama:** services are provided by Nation Safe Drivers, LLC.

DISAPPEARING DEDUCTIBLE

Under the disappearing deductible option, there will be no deductible due if the eligible repairs or services are completed at the Issuing Dealership.

WHAT TO DO IN THE EVENT OF A MECHANICAL BREAKDOWN

In the event of a Mechanical Breakdown of a covered component(s)/part(s), you must:

Return the vehicle to the Issuing Dealer. If this is not possible, call TCA, the Plan Administrator, for instructions at 1-800-733-7339.

Provide the repairing Dealer with evidence that you have met the proper service requirements for the vehicle (service receipts or validated maintenance log with receipts) as described under PURCHASER RESPONSIBILITIES.

Pay the applicable deductible, for items not covered by this Contract, and for sales tax on non-covered items. All claims under this Contract are subject to the deductible for each Repair Visit.

DO NOT agree to have any repairs performed until you or the repairing Dealer (if not the Issuing Dealer) receive an approval number from the Plan Administrator during normal business hours (7:00am–6:00pm MST, Monday–Friday). Emergency repairs performed outside of normal business hours will be reimbursed subject to the provisions of this Contract.

TCA will not reimburse you for the teardown and repair cost(s) if it is determined that failed component(s)/part(s) are not covered under this Contract. In no event shall the benefits described in this Contract exceed the costs for repairs had they been performed by the Issuing Dealer.

EXCLUSIONS

I. This CONTRACT does not provide Coverage:

For Your Vehicle when the Mechanical Breakdown or condition existed prior to the commencement of this Contract or for any part not specifically listed in COVERED COMPONENTS/PARTS, including, but not limited to: Carburetor, shock absorbers, distributor cap and rotor, safety restraint systems (including air bags), timing belt, glass, lenses, sealed beams, light bulbs, cellular phones, televisions/vcr, exhaust and emission systems, batteries and battery cables, weather strips, trim, moldings, bright metal, chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, tires and wheels/rims.

II. The Purchaser is entitled to only the benefits described (see COVERAGE). This Contract does not cover:

1. Any loss caused by negligence, misuse, abuse, or failure by the Purchaser to perform required servicing (see PURCHASER RESPONSIBILITIES), or any mechanical failure caused by the lack of proper and necessary amounts of coolant or lubricants.
2. Repairs and/or replacements not authorized by TCA (except emergency repairs performed subject to Contract provisions), or loss due to any mechanical alterations to the vehicle not recommended by the manufacturer of the vehicle.
3. Any loss or expense for adjustments, tune-ups, alignments, towing, road service, storage, rental vehicles, or for repairs to or replacement of any parts not covered in this Contract.
4. Any loss caused by auto accident, collision or upset, breakage of glass, missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, civil commotion, lightning, nuclear contamination, freezing, smoke, or from any other cause whatsoever except as provided in this Contract.
5. THE REPAIR OF BURNT VALVES AND/OR VALVE GUIDES, AND/OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION OR CORRECTING OIL CONSUMPTION, IS CONSIDERED NORMAL WEAR AND TEAR AND IS NOT COVERED.
6. Any mechanical breakdown which is the direct result of a mechanical or structural defect, when the manufacturer has announced its responsibility for the defect by a recall or campaign for the purpose of correcting the defect.
7. Any loss or repair if the described vehicle has been used for competitive driving or racing, or if used for pulling a trailer with towing capacity in excess of manufacturer specifications, unless specifically identified as a Commercial Use Vehicle.
8. After-market or non-factory supplied accessories and/or components or parts which do not meet or exceed manufacturer specifications, installed after issue date of this Contract.
9. Any loss, repair or replacement if the odometer has been tampered with, altered, or broken, after the effective date of this Contract.
10. Any mechanical breakdown occurring outside the contiguous United States, Alaska, Hawaii, and Canada.
11. Any mechanical breakdown which is caused by the failure of a non-covered component or part.
12. Towing and rental vehicle charges incurred due to the failure of a non-covered component or part
13. Any repair or replacement of any covered component or part which has not suffered a Mechanical Breakdown as defined under COVERAGE on page 2 of this Contract, but which a repair facility recommends or requires to be repaired or replaced.
14. BRAKE PADS, BRAKE LININGS, BRAKE ROTORS AND DRUMS, STANDARD TRANSMISSION CLUTCH, PRESSURE PLATE, PILOT AND THROW-OUT BEARINGS.
15. ANY AIR CONDITIONING UNITS ON R.V.'S OR MOTOR HOMES OTHER THAN THE CHASSIS MANUFACTURER'S DASH MOUNTED UNIT.
16. ANY REPLACEMENT OR COSTS OF ANY BELTS OR HOSES, FLUIDS, FILTERS AND SHOP SUPPLIES REQUIRED IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF A COVERED COMPONENT/PART.
17. Any further damage to the vehicle due to the failure to protect it shall not be recoverable. Continued operation of the vehicle after a Mechanical Breakdown occurs shall be considered failure to protect the vehicle.
18. Coverage under this Contract may run concurrently with the Factory Warranty. However, if the vehicle is protected against mechanical failures by any other repair agreement, factory warranty, limited warranty, or insurance policy, coverage under this Contract shall be excess to any other valid and collectible insurance or benefits, less the deductible specified in this Contract.

INELIGIBLE VEHICLES

- A. Any import vehicle that has not been originally manufactured to U.S. specifications, and/or has been imported through means other than factory authorized importer or distributor, commonly known as "Gray Market" automobiles. Canadian vehicles will be accepted with a administrator authorization only. (Surcharge required for Canadian vehicles.)
- B. Rebuilt or modified vehicles.
- C. Vehicles for which the title has been branded such as salvage, junk, rebuilt, totaled, flood, fire or water damaged.
- D. Vehicles for which any portion of the manufacturer's warranty has been cancelled.

LIMITS OF LIABILITY

TCA'S LIABILITY IS LIMITED TO THE COVERAGE DESCRIBED IN THIS CONTRACT FOR REPAIR OR REPLACEMENT OF COVERED COMPONENTS, PARTS, TOWING, OR RENTAL VEHICLES. TCA'S LIABILITY IS FURTHER LIMITED AS FOLLOWS:

- 1 THE LIABILITY OF TCA SHALL IN NO EVENT EXCEED THE ACTUAL CASH VALUE OF THE VEHICLE BEFORE BREAKDOWN (NOT INCLUDING TAX, TITLE, LICENSE OR ANY OTHER FEE), ACTUAL CASH VALUE MEANS THE NADA PUBLISHED AVERAGE WHOLESALE VALUE OF THE VEHICLE ON THE DATE OF LOSS, TAKING AGE, CONDITION AND MILEAGE INTO CONSIDERATION, THE TOTAL OF ALL BENEFITS PAID OR PAYABLE UNDER THIS CONTRAT SHALL NOT EXCEED THE PRICE THE PURCHASER PAID FOR THE VEHICLE (EXCLUDING TAX, TITLE AND LICENSE FEES). HOWEVER, IF YOU ARE THE SECOND OWNER (I.E. THIS CONTRACT WAS TRANSFERRED TO YOU UNDER THE TRANSFER PROVISIONS CONTAINED HEREIN) THE TOTAL OF ALL BENEFITS PAYABLE UNDER THIS CONTRACT IS LIMITED TO THE PRICE YOU PAID FOR THE VEHICLE LESS THE TOTAL AMOUNT OF CLAIMS PAID PRIOR TO THE DATE OF TRANSFER. A COPY OF A BILL OF SALE MAY BE REQUESTED FOR VERIFICATION.
- 2 TCA SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF USE OF THE DESCRIBED VEHICLE, LOSS OF TIME OR WAGES, INCONVENIENCE, COMMERCIAL LOSS, LODGING AND MEALS OR FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ARISING BY OPERATION OF LAW.
- 3 THIS CONTRACT APPLIES ONLY TO THE PURCHASER AND THE VEHICLE DESCRIBED ON THE FRONT OF THIS CONTRACT. IT MAY BE ASSIGNED OR TRANSFERRED TO SOMEONE THE PURCHASER SELLS THE VEHICLE TO WHILE THIS CONTRACT IS STILL IN FORCE. THIS CAN BE DONE ONLY IF, WITHIN 15 DAYS OF A CHANGE OF OWNERSHIP, THE PURCHASER SENDS TO TCA THE VALIDATED MAINTENANCE RECORD FOR THE REQUIRED SERVICING, A COPY OF THE BILL OF SALE, A \$50.00 TRANSFER FEE, AND THE NAME AND ADDRESS OF THE NEW PURCHASER.
- 4 THE OBLIGATIONS OF THE SERVICE CONTRACT OBLIGOR TO YOU ARE GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT POLICY (POLICY NUMBER C0001) ISSUED BY LANDCAR CASUALTY; EXCEPT IN THE STATES OF ARIZONA AND NEW MEXICO. IF THE SERVICE CONTRACT OBLIGOR IS UNABLE TO PERFORM THESE OBLIGATIONS WITHIN 60 DAYS AFTER YOU HAVE MADE A CLAIM IN ACCORDANCE WITH THIS CONTRACT, YOU CAN FILE A CLAIM BY CALLING LANDCAR CASUALTY FOR INSTRUCTIONS AT (800) 733-7339 OR BY WRITING TO THEM AT 9350 S. 150 E., STE. 990, SANDY, UT 84070.

TRANSFERRING COVERAGE

If you sell the covered vehicle or there is any other change in the ownership of your vehicle, this contract will terminate. You may apply for a transfer of the remaining coverage under this contract to the new owner, within fifteen (15) days of the change in vehicle ownership. You must notify the Administrator at (800) 733-7339 or in writing to 9350 S. 150 E., Suite 990, Sandy, UT. 84070, of your request to transfer this Contract. Upon notification of your request to transfer the Administrator will immediately send to you a transfer form.

You must include a transfer fee of \$50 and the following:

- 1 The completed transfer form with name and address of the purchaser,
- 2 A copy of the bill of sale or sales contract showing the date and mileage of your vehicle at the time of sale,
- 3 Copies of all maintenance records showing actual oil changes and manufacturer's required maintenance. If you maintained the vehicle yourself, you must provide a copy of the maintenance log and receipts for fluids and parts purchased by you to validate the log.

The **Administrator** has the discretion to approve or reject such application. Copies of all maintenance records showing actual oil changes and manufacturer's required maintenance must be given to the new owner. The new owner must retain these records and is subject to the maintenance requirements as specified in this Contract. This Contract may not be transferred to another vehicle, and may not be assigned to a new or used vehicle dealer or anyone other than an individual purchasing your vehicle for personal use.

TERMINATIONS AND REFUNDS

This Contract and its coverage can be cancelled by written request to the Administrator at any time if the Administrator receives the written request signed by the original purchaser prior to the original time or mileage of maturity. The Administrator will not cancel the Contract and Coverage retroactively if the vehicle covered by this Contract is disposed of prior to the Administrator receiving a written request to cancel the Contract. Once the Administrator receives the written request of cancellation, the Administrator will promptly refund any unearned amounts to the lien holder, or to the purchaser if no lien holder exists. In the event of repossession or total loss to the vehicle covered by this Contract, the lien holder shall have the right to cancel coverage and be the sole payee of any unearned amount to be refunded.

- 1 A written request for cancellation must be accompanied by all original TCA Contract Documents. You must also send a notarized statement indicating the actual mileage (odometer reading) of your vehicle at the date of the request.
2. The refund amount will be the lesser of the proration of:
 - a. The number of miles remaining under this Contract before expiration or,
 - b. The number of months remaining under this Contract before expiration.
- 3 There will be a \$50.00 cancellation fee (\$25.00 in Arizona and Washington, 10% of the refund in Oklahoma) deducted from the amount of refund described in a or b above. In Washington only, a 10% penalty will be added to the refund amount if payment is not issued within 30 days from the date the holder returns the service contract.
- 4 **For Utah residents, there will be no claim benefits or refund due or payable when the expiration date of the Contract has lapsed by 12 or more months. Failure to file within the time limit does not invalidate a claim if the Contract holder shows it was not reasonably possible to file within the listed time limit (31A-21-312).**
- 5 **For Washington residents,** If a holder returns the service contract in 9 days or less, the provider must refund the full purchase price of the contract; If the holder returns the service contract in 10 - 30 days, the provider must refund the full purchase price, less a cancellation charge of up to \$25. If the holder returns the service contract after 30 days then the cancellation will be as written in 2 and 3 above.

CANCELLATION BY TCA

TCA may cancel the coverage afforded to you pursuant to this Contract before the expiration of the agreed term if (a) you fail to pay the purchase price in full or (b) if you (I) have made a material misrepresentation related to this Contract or obtaining service hereunder or (II) fail to perform any of the obligations or conditions provided by this Contract. If this Contract is cancelled by reason of your non-payment, then such cancellation will be effective 10 days (15 days for New Mexico residents) after delivery of written notice to you of the cancellation. If this Contract is cancelled for any other reason, then such cancellation will be effective 30 days after delivery of written notice to you of the cancellation. Such written notice will state the reason for cancellation. In Washington the service contract provider may not cancel the contract after the first 60 days and is fully obligated under the terms of the service contract.

CONTRACT HOLDER'S RESPONSIBILITY

Maintenance Requirements

You must have your Vehicle checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual provided by the manufacturer of your Vehicle. Your Vehicle 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.

Maintenance Requirements (Pre-Owned Vehicles with more than 60,000 miles at the time of sale)

Every 4 months or 5,000 miles, whichever comes first, change engine oil and oil filter, lubricate front suspension and steering linkage. Every 12 months or 15,000 miles, whichever comes first, Service Transmission for adjustments and change fluid and filter, change differential fluid, flush cooling system. Other maintenance services may be required periodically on Your Vehicle based on the manufacturer's recommended service intervals, (tune up, timing belt, etc.)

Proof of Maintenance Log

It is required that you retain "Proof" of maintenance for the service and/or repair work on your vehicle, regardless if work was performed by you or a repair facility. "Proof" means repair orders from a Licensed Repair Facility and/or the self-maintained log (see back page of this Contract) that has corresponding "purchase receipts" for oil and filter, coolant, fluids and filters, etc. The self-maintained log without corresponding "purchase receipts" is not acceptable "proof" of maintenance. Repair order must be readable and understandable with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, your name and signature, repair facility name, address and phone number, repair totals, and method of payment to satisfy the repair order.

Filing a Claim

In the event of a Mechanical Breakdown of a covered component(s)/part(s), you must:

1. **Take immediate action to prevent further damage.** This Contract will not cover further damage caused by continued operation after a failure occurs.
2. If repairs are performed at other than the **Issuing Dealer**, instruct the repair facility to contact the **Administrator** prior to repairs being performed to obtain authorization for the claim. We can be contacted Monday through Friday, 7:00 AM to 6:00 PM Mountain Standard Time at **(800) 733-7339**. **Any claim for repairs performed during normal business hours without prior authorization will not be covered. EMERGENCY REPAIRS performed outside of normal business hours will be reimbursed subject to coverage qualifications, and**
3. For EMERGENCY REPAIRS (non-business hours only), after the repair facility has diagnosed the problem, you may choose to have the repairs performed and call TCA. Leave your Name, Contract Number, Description of problem, Current Mileage and Phone Number where you can be reached on the next business day. A TCA representative will contact you back to review coverage and reimbursement provisions.
4. You may need to authorize the repair facility to inspect and/or teardown Your Vehicle to determine the cause and the cost of the repair. You will be responsible for these charges if the failure is not covered under this Contract.
5. After TCA has been contacted, review with the repair facility what will be covered by this Contract. **YOU MUST SIGN THE COMPLETED REPAIR ORDER.**
6. Pay the applicable deductible and any items not covered by this Contract. We will reimburse the repair facility or You for the cost of eligible repairs performed on Your Vehicle that is covered by this Contract and previously authorized, less any Deductible. After the repair is complete, submit all repair orders and documentation requested to TCA as soon as reasonably possible for payment.
7. You may file a claim directly with the provider, Total Care Auto, or the insurance company; Landcar Casualty Co. 9350 South 150 East, Suite 990, Sandy, UT 84070, (800) 733-7339.

TOTAL CARE AUTO MAINTENANCE AGREEMENT

SECTION I – Terms and Conditions

- A. **AGREEMENT Period:** The **Maintenance Plan** begins on the **Agreement Date** and mileage listed in the Coverage Term section (current mileage) and expires when the length of time or accumulated mileage of the selected Plan is reached, whichever comes first.
- B. **TCA Responsibilities:** The Issuing Dealer agrees to perform TCA Maintenance services, as defined in Section II–A below, to the Vehicle listed in the Vehicle section (front page) of this Agreement.
- C. **YOUR Responsibilities:** You agree to have all TCA Maintenance services performed by the Issuing Dealer or another TCA approved Dealership if You are instructed to do so. You agree to have each TCA Maintenance service performed within 30 days or 1,000 miles of the scheduled service interval of the selected Plan. You must present Your Agreement to receive any TCA Maintenance service.
- D. **Cancellation Policy:** If you sell your vehicle during the term of the **AGREEMENT**, you have the option at the time of sale to either **CANCEL** the **AGREEMENT** and receive a pro-rata refund, or **AUTHORIZE TRANSFER** of the remaining **AGREEMENT** coverage to the subsequent owner. You may cancel this **AGREEMENT** provided you have not authorized transfer of coverage to a new owner. Cancellation request received within the first 60 days from the original purchase date of the **AGREEMENT**, will be refunded the full amount You paid for the **AGREEMENT**, provided no **AGREEMENT** services have been used. In the event a service has been used or after 60 days, Your refund will be based on the full amount You paid for the **AGREEMENT**, less a pro-rata adjustment for the number of service mileage intervals redeemed or time/mileage used under this **AGREEMENT**, whichever is greater less a \$25 administrative fee. No cancellation refund will be issued after all service mileage intervals have been used or the term of the **AGREEMENT** has expired. You must return this **AGREEMENT** with your request to cancel.
- E. **Transfer Policy:** An unexpired **AGREEMENT** may be transferred to the subsequent purchaser of the Vehicle at the time of Vehicle sale, provided it has not been cancelled, by mailing a request to transfer letter, the complete **AGREEMENT** and a transfer fee of \$50 to **TOTAL CARE AUTO, 9350 S. 150 E., SUITE 990, Sandy, UT 84070**. Please be sure your signature is included on the request. Your signature signifies you have authorized transfer of the **AGREEMENT** to the new owner. This **AGREEMENT** is transferable only by the original purchaser. Thereafter, the **AGREEMENT** is non-transferable.
- F. **Limits of Liability:** The liability to You cannot exceed the cost You paid **TOTAL CARE AUTO** for the **AGREEMENT** less any maintenance services redeemed on Your Vehicle.

SECTION II – TOTAL CARE AUTO Maintenance Agreement (TCA) Services

- A. **PLAN A – Service every 3 Months/3,000 Miles. PLAN B – Service every 4 months/5,000 Miles.**
 When the appropriate coverage plan box has been checked on the **AGREEMENT**, the following coverage will apply. Change engine oil – up to 6 quarts (synthetic or blended oils extra); Lubricate front suspension (where applicable); Lubricate steering linkage (where applicable); Inspect constant velocity boots (CV Boots) (where applicable); Lubricate ball joints (where applicable); Inspect E.G.R. Valve and hoses; Inspect visible belts and hoses; Check PCV valve operation; Check and maintain drive axle fluid; Check and maintain the proper level of coolant; Check tire pressure and condition; Check A/C system operation; Inspect brake master cylinder fluid level and condition; Check power steering fluid level; Check transmission fluid level and condition; Check the heating system operation; Check headlights, turn signal and brake light operation; Check emergency brake operation; Inspect battery condition; Inspect the engine air filter; Check the exhaust system; Inspect windshield wiper operation and blade condition.
 - For 3,000 Service Intervals, rotate tires every other TCA service.
 - For 5,000 Service Intervals, rotate tires every TCA service.
- B. **Guidelines – Each service must be performed within 30 days or 1,000 miles of the scheduled service interval of the selected PLAN. The TCA services are available only to You and the Vehicle listed in the vehicle section of this AGREEMENT. These services are available only through the Issuing Dealer or a TCA approved dealer. You must present Your AGREEMENT to the Service Advisor for each TCA Maintenance visit.**

SECTION III – What is Not Covered

- * Any TCA Maintenance services not performed by a TCA approved Dealer.
- * Any additional costs for services not specifically covered by this **AGREEMENT**.
- * Any mechanical breakdown or failure of **Your Vehicle**.
- * Any additional maintenance services that may be required or suggested by the manufacturer or **TCA approved dealer**.
- * Any synthetic or blended oils or lubricants.

IF YOU HAVE ANY QUESTIONS, CALL THE ISSUING DEALER OR TOTAL CARE AUTO AT (800) 733-7339 IN UTAH (801) 262-9739.

Record of Maintenance performed, to be filled in by Service Department when providing service:

12/12 or 12/15 Term	36/36 or 36/45 Term	48/48 or 48/60 Term	60/60 or 60/75 Term
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
24/24 or 24/30 Term	5	5	5
	6	6	6
1	7	7	7
2	8	8	8
3	9	9	9
4	10	10	10
5	11	11	11
6	12	12	12
7		13	13
8		14	14
		15	15
		16	16
			17
			18
			19
			20

Enter the date and mileage in the box when providing service due under the TCA Maintenance agreement. When all scheduled services have been performed, remove this page, so no additional services can be requested.