

CARCHEX
118 Shawan Road
Suite 210
Baltimore, MD 21030



CARCHEX[®] Care Rideshare

Sample Vehicle Protection Plan



CARCHEX[®]
A Smarter Way To Do Car...

Protection Provided By



the warranty group[®]

Underwritten by Virginia Surety Company Inc.



CARCHEX[®] Care Rideshare

VEHICLE SERVICE CONTRACT FOR RIDESHARE VEHICLES

Contract #

INFORMATION SCHEDULE

VEHICLE INFORMATION

VIN	Vehicle Code
Year, Make, Model	

CUSTOMER INFORMATION

Buyer Name		Co-Buyer
Address, City, State, Zip		
Phone Cell	Home	E-mail

PRODUCER INFORMATION

Producer Name	Producer Number
Address, City, State, Zip	
Telephone	Producer's Representative

LIENHOLDER INFORMATION

Name	Phone
Address, City, State, Zip	

SERVICE CONTRACT INFORMATION

Coverage Plan	Service Contract Purchase Date
Deductible	Expiration Date
Term Months	Current Odometer Reading
Term Miles	Expiration Mileage
	Service Contract Price

Notice to Customer:

- Coverage under this Service Contract begins thirty (30) days from the Service Contract Purchase Date and one thousand (1,000) miles from the Current Odometer Reading, whichever occurs later.
- The purchase of this Service Contract is not required to obtain financing or to purchase or lease this Vehicle.
- You are required to obtain authorization prior to beginning any repairs covered by this Service Contract. Refer to Service Contract Section VII. "What To Do If Repairs Are Needed" and Service Contract Section VIII. "Your Responsibilities" for instructions.
- You must follow the maintenance procedures listed in Service Contract Section VI. "Maintenance Requirements." If Your failure to follow the procedures causes a Breakdown, You may be denied coverage.
- The benefits provided under automotive retailer Warranties required by state law are not covered by this Service Contract.
- If the manufacturer's Warranty has been declared void, this Service Contract does not cover the Vehicle until the end of what would have been the manufacturer's Warranty.
- This Service Contract runs concurrent with, and is secondary to, any applicable manufacturer's Warranty.

Signed By

Buyer

Signed By

Co-Buyer

Provider and Administrator:

In FL, LA & OK: Automotive Warranty Services of Florida, Inc., Florida License #60023
 All Other States: Consumer Program Administrators, Inc.
 All located at 175 West Jackson Blvd., 12th Floor, Chicago, Illinois 60604, 1-800-621-2130
www.mrclaims.net

To File a Claim:

Toll-Free: 1-800-621-2130

VEHICLE SERVICE CONTRACT

This agreement describes the coverage **You** will have under **Your** Carchex Care Rideshare Vehicle Service Contract (hereafter referred to as "Service Contract"). In return for payment by **You** of the **Service Contract Price** and subject to all the terms of this Service Contract, **We** agree with **You** as follows:

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I. KEY TERMS

When used, Key Terms will appear in **bold** print.

"Provider", "We", "Us", "Our" and **"Administrator"** mean Consumer Program Administrators, Inc. and in the states of Florida, Louisiana and Oklahoma where **Provider, We, Us, Our** and **Administrator** mean Automotive Warranty Services of Florida, Inc., Florida License #60023, all located at 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-621-2130.

"Breakdown" means the failure of any original or like replacement part covered by this Service Contract to perform its intended function(s) in normal service, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owners Manual. **Breakdown** does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

"Cost" means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.

At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufactured parts.

"Deductible" means the amount **You** must pay for covered repairs per visit shown on the Information Schedule.

"Miles" means the number of miles for the Service Contract Term shown on the Information Schedule.

"Months" means the number of months for the Service Contract Term shown on the Information Schedule.

"Odometer Miles" means the actual miles **Your Vehicle** has traveled as recorded on an unaltered odometer.

"Producer" means the producer from whom **You** purchased this Service Contract shown on the Information Schedule.

"Permitted Commercial Purposes" means **Your Vehicle** is used for commercial purposes including but not limited to: vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening) or light duty contracting (e.g. electrician, carpenter and plumber) or vehicles used for rideshare (e.g. Uber, Lyft).

"Prohibited Commercial Purposes" means **Your Vehicle** is used for commercial purposes including but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, carry passengers for hire except as noted within Permitted Commercial Purposes (taxi, limousine or shuttle services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use or business travel when the **Vehicle** is used by more than one driver.

"Repair Facility" means a franchised automobile dealer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of not less than 6 months and 6,000 miles. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs.

"Service Contract Price" means the amount **You** paid for this Service Contract shown on the Information Schedule.

"Service Contract Purchase Date" means the date **You** purchased this Service Contract shown on the Information Schedule.

"Vehicle" means the vehicle shown on the Information Schedule.

"Warranty" means any **Warranty** of the manufacturer, state required **Warranty**, automotive retailer **Warranty** or a **Repair Facility** guarantee.

"You" and **"Your"** mean the customer shown on the Information Schedule.

II. WHAT THIS SERVICE CONTRACT COVERS

During the Service Contract Term, subject to the indicated Coverage Plan, **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** to remedy any **Breakdown** of the following parts less **Your Deductible**.

At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufacturer parts.

G S P POWER TRAIN COVERAGE

O I O When the POWER TRAIN Coverage Plan has been purchased as shown on the Information Schedule, only the following parts are covered. Parts not listed are not covered.

D L L W E R T R A I N	Assembly	Parts Covered
	1. ENGINE	Gasoline Engine – Cylinder block and all internal lubricated parts including: crankshaft, rod and main bearings, cam bearings, expansion (freeze) plugs, connecting rods, wrist pins, pistons, piston rings, camshaft, cam tower, lifters, cylinder head, valves and guides, valve springs, rocker arms (cam followers), pushrods, timing chain housing (cover), timing chain and sprockets, timing belt and pulleys, timing belt tensioner, intake and exhaust manifolds, flywheel, balance shafts, harmonic balancer and retainer bolt, crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, engine oil cooler hoses, oil filter adapter/housing, engine oil sending unit, engine mounts, water pump, temperature sending unit, thermostat and housing, fuel supply pump, vacuum pump, dipstick and tube, fasteners for the components listed above. Turbocharged/Supercharged/Rotary/Diesel/Enhanced Engines – All of the above listed parts or equivalent plus: turbocharger, waste gate controller, intercooler, hard lines, compressor, clutch and pulley, bypass valve, injection pump, lines and nozzles.
	2. TRANSMISSION	Automatic – Case and all internal lubricated parts including: oil pump, valve body, torque converter, vacuum modulator, governor, main shaft, clutches, bands, drums, gear sets, bearings, bushings, sealing rings, TV cable, solenoids, electronic shift control unit, transmission mounts, cooler, cooler hoses and hard lines, dipstick and tube, fasteners for the components listed above. Standard – Case and all internal lubricated parts including: main shaft, gear sets, shift forks, synchronizers, bearings, bushings, fasteners for the components listed above. Transfer Case – (4X4 vehicles) – Case and all internal lubricated parts including: main shaft, gear sets, chain and sprockets, bearings, bushings, mounts, fasteners for the components listed above, electronic and vacuum engagement components.
	3. FRONT WHEEL DRIVE	Final drive housing and all internal parts including: carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, universal joints, front hub bearings, rear hub bearings, locking hub assemblies (4X4), drive shaft support, fasteners for the components listed above.
	4. REAR WHEEL DRIVE	Drive axle housing and all internal lubricated parts including: carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, rear hub bearings, front hub bearings, propeller shafts, universal joints, drive shaft support, fasteners for the components listed above.

SILVER COVERAGE

When the SILVER Coverage Plan has been purchased as shown on the Information Schedule, only the following parts are covered, in addition to the parts listed under the Power Train Coverage. Parts not listed are not covered.

5. STEERING	Housing/case and all internal lubricated parts including: rack and pinion equipped valve assembly, sector shaft, rack mounts and cushions, inner rod ends and bellows boots, speed sensor or steering gear equipped pitman shaft and valve assembly, sealing rings, bearings, bushings, pitman arm, center link, tie rods, idler arm, power steering pump and pulley, electric power steering motor, fluid reservoir, pressure and return hoses, cooler and hard lines, power cylinder assembly, steering main and intermediate shafts, coupling, fasteners for the components listed above. (Does not include "rear wheel steering" components.)
6. FRONT SUSPENSION	Upper and lower control arms, bump stop cushions, control arm shafts, torsion bar mounts and bushings, upper and lower ball joints including: dust boots, steering knuckle (spindle), wheel bearings and seals, stabilizer shaft, stabilizer linkage including: mounts and bushings, strut rods and bushings, king pins, fasteners for the components listed above.
7. BRAKES	Master cylinder, assist booster, wheel cylinders, combination valve, disc brake callipers (and rear calliper actuators), hard lines and fittings, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, fasteners for the components listed above.
8. ELECTRICAL	Alternator, voltage regulator, front and rear windshield wiper motors and delay controller, starter motor and drive, starter solenoid, wiring harnesses, manually operated switches (specifically turn signal, headlight, dimmer, and wiper switches), mechanically actuated switches (ignition, brake light, and neutral safety switch), electronic fuel injection system (including all input/sensors & output/control units, except EGR valve, related to the fuel injection system), electronic ignition module, distributor and coil, engine management control unit, knock sensor and oxygen sensor.
9. AIR CONDITIONING	Compressor and mounting brackets, clutch and pulley, condenser, evaporator, orifice tube, accumulator, temperature control programmer, high/low pressure cutoff switches, high/low pressure hoses, pressure cycling switch, thermostat, drier, temperature control head, o-ring seals, gaskets, fasteners for the components listed above, and freon-refrigerant if necessary in conjunction with the repair of the components listed above.
10. SEALS AND GASKETS	All seals and gaskets on the assemblies listed above.

GOLD COVERAGE

When the GOLD Coverage Plan has been purchased as shown on the Information Schedule, only the following parts are covered, in addition to the parts listed under the Silver Coverage. Parts not listed are not covered.

11. ADDITIONAL PARTS	Anti-lock brake system, power seat motor(s) and transmission(s), power window motor(s) and power regulator(s), power door lock actuator(s), digital and analog instrument display(s), low fuel sensor, low coolant sensor, low oil sensor, electronic rear view mirror motor(s), headlight door motor(s), heated back glass, windshield wiper washer pump(s), heater-A/C blower motor, heater core assembly, heater control valve, radiator, radiator fan and clutch, radiator fan motor including fan blade, temperature sensor and relay, fuel tank and hard lines, fuel tank sending unit, power sunroof motor, convertible top motor, constant velocity joints, and horn assembly.
12. HYBRID/EV COMPONENTS	Electric motor/generator(s) and all internal components, inverter/converter/transformer units and all internal components, inverter/converter/transformer units cover, continuously variable transmission (CVT) and all internal components, power split device and all internal components, reduction/reducer box and all internal components, and fasteners for the components listed above. Hybrid battery junction block, hybrid battery main battery cable, and electric alternating current compressor. Onboard battery charging system, battery charge controller, motor/generator belt tensioner, drive motor dampener, voltage inverter reservoir, three-phase high voltage cables, hydraulic or electric regenerative braking system, onboard computer system including all relays, sensors, ECU & ECM (electronic control units/electronic control modules), power switch/button and controller/electronic throttle control system.

III. ADDITIONAL BENEFITS

Rental Reimbursement

When a covered **Breakdown** renders **Your Vehicle** inoperable or unsafe to drive and requires **Your Vehicle** to be held by a **Repair Facility** overnight for covered repairs, **We** will pay **Your** actual expenses to rent a replacement vehicle from a licensed rental agency not to exceed \$35 per day for a maximum of five (5) days for any one **Breakdown**. If **We** are notified of a parts delay within the first 5 days of a rental period and a parts back order verification has been submitted, the five (5) day maximum is extended to ten (10) days.

Towing Reimbursement

When a covered **Breakdown** disables **Your Vehicle**, **We** will pay for towing and emergency road service not to exceed \$100 per disablement, provided such labor is performed at the scene of the disablement.

Manufacturer's Deductible Reimbursement

When a covered **Breakdown** occurs which is also covered by a manufacturer's warranty, **We** will reimburse **You** for the difference between the **Deductible** amount shown on the Information Schedule and the manufacturer's deductible.

IV. MAINTENANCE & PARTS THIS SERVICE CONTRACT DOES NOT COVER

MAINTENANCE AND PARTS THAT ARE NOT COVERED

- A. MAINTENANCE NOT COVERED – THE MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE. OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING ENGINE TUNE-UP, (INCLUDES SPARK PLUGS, GLOW PLUGS, IGNITION WIRES, DISTRIBUTOR CAP AND ROTOR), ALL BATTERIES (INCLUDING BUT NOT LIMITED TO: HYBRID/ELECTRIC VEHICLE BATTERIES), FILTERS, LUBRICANTS OR FLUIDS, AIR CONDITIONING REFRIGERANT, ENGINE COOLANT, ALL HOSES AND BELTS (EXCEPT FOR THE FOLLOWING: ENGINE TIMING BELT AND OIL COOLER HOSES, TRANSMISSION COOLER HOSES, POWER STEERING PRESSURE AND RETURN HOSES, AIR CONDITIONING HIGH/LOW PRESSURE HOSES), WIPER BLADES, BRAKE PADS AND SHOES, BRAKE ROTORS AND DRUMS, SUSPENSION ALIGNMENT.
- B. PARTS NOT COVERED – CONSTANT VELOCITY BOOTS, TIRES, WHEEL COVERS, WHEEL RIMS, WHEELS, WHEEL BALANCING, SHOCK ABSORBERS, SUSPENSION AIR BAGS, EXHAUST SYSTEM, CATALYTIC CONVERTER, FRICTION CLUTCH DISC AND PRESSURE PLATE AND CLUTCH RELEASE BEARING, GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, SEALED BEAM HEAD LAMPS, LIGHT BULBS, LENSES, TRIM, MOLDINGS, BRIGHT METAL, UPHOLSTERY, PAINT, SHEET METAL, BUMPERS, ALIGNMENT OF BODY PARTS, FLEXIBLE BODY PARTS, DOOR PANELS, BODY PANELS, STRUCTURAL FRAMEWORK, CONVERTIBLE TOP FRAMEWORK, STRUCTURAL WELDS, HINGES, DOOR HANDLES, VINYL AND CONVERTIBLE TOPS AND NON-MECHANICAL REMOVABLE HARDTOP ASSEMBLIES.

V. SERVICE CONTRACT LIMITATIONS

WE WILL NOT PAY FOR OR COVER THE FOLLOWING:

1. MODIFICATIONS:
 - A. AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, CB RADIOS, RADIO/SPEAKER EQUIPMENT, CRUISE CONTROL, SUNROOF, SOLAR POWERED DEVICES, TELEPHONES, TV/VCR/DVD AND RELATED COMPONENTS AND APPLIANCES (UNLESS INSTALLED BY THE MANUFACTURER).
 - B. IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.
 - C. BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER AND THE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, LIFT KITS, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).
 - D. BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.
2. NON-STANDARD USE:
 - A. BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
 - B. ANY BREAKDOWN WHERE THE VEHICLE HAS BEEN USED FOR A PROHIBITED COMMERCIAL PURPOSE, AS DEFINED IN SECTION I. KEY TERMS, AT ANY TIME WHILE OWNED BY YOU. HOWEVER, THE VEHICLE MAY BE USED FOR PERMITTED COMMERCIAL PURPOSES AS DEFINED IN SECTION 1. KEY TERMS.
 - C. BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR STREET RACING OR OTHER COMPETITION.
3. NEGLIGENCE, MISREPRESENTATION OR MISUSE:
 - A. BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS DETAILED IN SECTION VIII. YOUR RESPONSIBILITIES.
 - B. BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT, LACK OF LUBRICANTS, IMPROPER SPECIFICATION (TYPE) OF FLUIDS, LACK OF OIL VISCOSITY, SLUDGE OR RESTRICTED OIL FLOW. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: ENGINE AND TRANSMISSION.
 - C. BREAKDOWN WHEN CONTAMINATED FLUIDS CAUSED OR CONTRIBUTED TO THE BREAKDOWN.
 - D. LOSS OR DAMAGE CAUSED BY YOU OR THE OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
 - E. IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE INCLUDING BUT NOT LIMITED TO ODOMETER MISREPRESENTATION CAUSED BY THE USE OR MODIFICATION OF THE VEHICLE WITH UNDERSIZE OR OVERSIZE TIRE AND WHEEL ASSEMBLIES.
 - F. DAMAGE CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER.
 - G. BREAKDOWN OR DAMAGE CAUSED BY NEGLECTING TO FOLLOW PROPER CHARGING PROCEDURES OR USE OF INCOMPATIBLE CHARGING DEVICES FOR YOUR PLUG-IN HYBRID/ELECTRIC VEHICLE.
4. COLLISION, PHYSICAL DAMAGE AND COSMETICS:
 - A. BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, TERRORIST ACTS, WAR, EXPLOSION, LIGHTNING, EARTHQUAKE, HURRICANE, TROPICAL STORM, VOLCANIC ERUPTION, WINDSTORM, HAIL, WATER, FREEZING OR FLOOD.
 - B. TO CORRECT A COSMETIC IMPERFECTION OR BREAKDOWN CAUSED BY RUST OR WEATHER RELATED CORROSION.
5. WARRANTIES AND MANUFACTURER RECALLS:
 - A. COSTS OR SERVICES COVERED BY ANY WARRANTY REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY.
 - B. COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER ANY VEHICLE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR HAS BEEN VOIDED BY THE MANUFACTURER.

V. SERVICE CONTRACT LIMITATIONS (CONTINUED)

- C. BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.
- 6. VEHICLE TYPE:
 - A. IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED TITLE OR JUNK VEHICLE.
 - B. IF YOUR VEHICLE IS A TRUCK RATED MORE THAN 1 TON.
 - C. IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.
 - D. IF YOUR VEHICLE IS POWERED BY COMPRESSED NATURAL GAS, LIQUIFIED NATURAL GAS, PROPANE OR HYDROGEN.
- 7. CONSEQUENTIAL DAMAGE:
 - A. LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN.
 - B. CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A BREAKDOWN OF A COMPONENT COVERED BY THIS SERVICE CONTRACT.
 - C. BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART. HOWEVER, COVERAGE WILL BE PROVIDED FOR THE FAILURE OF A NON-COVERED PART RESULTING FROM A BREAKDOWN OF A COVERED PART.
 - D. BREAKDOWN OR DAMAGE CAUSED BY A POWER SURGE WHILE CHARGING YOUR VEHICLE.
- 8. NON-COVERED CONDITIONS:
 - A. PRE-EXISTING – BREAKDOWN WHICH EXISTED PRIOR TO OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE PURCHASE DATE.
 - B. REPAIRS PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SECTION VII. WHAT TO DO IF REPAIRS ARE NEEDED).
 - C. REPAIR OF VALVES AND/OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.
 - D. REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
 - E. REPAIRS OF AIR LEAKS, RATTLES, SQUEAKS, WIND NOISE AND WATER LEAKS WHERE WATER IS ENTERING THE VEHICLE EXTERNALLY.
 - F. TO REPAIR, REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS SERVICE CONTRACT EXCEPT AS REQUIRED FOR THE REPAIR OF A COVERED PART.
 - G. DIAGNOSIS CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.
 - H. BREAKDOWN WITHIN THE FIRST THIRTY (30) DAYS FROM THE SERVICE CONTRACT PURCHASE DATE AND ONE THOUSAND (1,000) MILES FROM THE CURRENT ODOMETER READING.
- 9. MISCELLANEOUS EXPENSES:
 - A. EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS, NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.

VI. MAINTENANCE REQUIREMENTS

In order to keep Your Service Contract valid, You must follow the maintenance procedures listed below. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage.

Your Vehicle must be serviced receiving all scheduled maintenance as recommended by the Manufacturer in the Owners Manual, or

You must have Your Vehicle serviced in the following manner every six (6) months or six thousand (6,000) miles, whichever comes first:

1. Change engine oil and filter.
2. Check PCV valve operation.
3. Check and maintain power steering fluid level.
4. Check and maintain transmission fluid level.
5. Check and maintain drive axle fluid level.
6. Lubricate front suspension.
7. Check and maintain the proper level of coolant.

In accordance with Manufacturers prescribed service intervals You must; change transmission fluid, drive axle fluid and brake fluid. Follow all other recommendations of the manufacturer regarding other special services (if applicable to Your model) as outlined in the Owners Manual.

You must keep receipts which verify the Vehicle Identification Number, work orders and other documentation that shows date, a description of Your Vehicle, mileage and services performed. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.

VII. WHAT TO DO IF REPAIRS ARE NEEDED

Before any covered repairs can begin, You must contact the Administrator at:

1-800-621-2130

Service hours Monday through Friday 7:00 A.M. – 7:00 P.M. (Central Time)
To Register Your Service Contract for Self-Service, Visit Us At:
www.mrclaims.net

Emergency Repair Instructions: In the event that a Breakdown of a covered part occurs when the Administrator's office is closed and emergency repairs are necessary, You may follow the claim procedures and commence emergency repairs without securing the Administrator's prior authorization. However, You or the Repair Facility must notify the Administrator of the repairs as soon as the Administrator's office reopens. You must submit written information and documentation concerning the Breakdown and repairs no later than thirty (30) days after the Breakdown. Reimbursement of emergency repairs will be subject to all terms and conditions of this Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because Your Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens.

VIII. YOUR RESPONSIBILITIES

You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Vehicle. You are required to safely pull Your Vehicle off the road and shut down the engine immediately when either of these lights/gauges indicates a problem.

If You experience a Breakdown, You agree to:

1. Use all reasonable means to protect Your Vehicle from further damage.
2. Notify the Administrator as soon as possible.
3. Authorize the Repair Facility to perform necessary diagnostic work so that the Repair Facility can provide an accurate diagnosis and estimate of repairs. **IMPORTANT: WE WILL NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS SERVICE CONTRACT.**
4. Furnish the Administrator with such information as they may reasonably require and if requested provide proof of Your Vehicle's regular maintenance during the Service Contract Term as defined in Service Contract Section VI. Maintenance Requirements.
5. Reserve for the Administrator the right to refer Your Vehicle to a dealership that sells and services Your type of Vehicle, for certain repairs.
6. Allow the Administrator to examine Your Vehicle if the Administrator asks to do so.
7. Obtain authorization from the Administrator prior to beginning any repairs covered by this Service Contract except when the Administrator's office is closed and emergency repairs are necessary (See Emergency Repair Instructions within Section VII. What To Do If Repairs Are Needed).

IX. GENERAL PROVISIONS

1. Service Contract Term

The Service Contract Term is the **Months** and **Miles** shown on the Information Schedule. This Service Contract begins on the **Service Contract Purchase Date** and at the Current Odometer Reading shown on the Information Schedule. The Service Contract ends following the Expiration Date or when the Expiration Mileage is exceeded, both as shown on the Information Schedule, whichever occurs first.

2. When And Where You Are Covered

You are covered when this Service Contract is issued to You. This Service Contract applies only to **Breakdowns** occurring within the continental United States of America, Alaska, Hawaii and Canada.

3. If You Have Other Coverage

If the manufacturer or **Repair Facility** agrees to cover all or some of the **Cost** of a **Breakdown** after a **Warranty** or guarantee has expired, **We** will pay only for any extra **Cost**. If You have any other Rental Reimbursement coverage or Towing Reimbursement coverage, **We** will pay only the amount in excess of that coverage, subject to the limits of this Service Contract.

4. Your Help And Cooperation

Your help and cooperation is required if **We** ask You to help **Us** enforce Your rights against any manufacturer or **Repair Facility** who may be responsible to You for the **Cost** of repairs covered by this Service Contract.

5. Limit of Liability

Our limit of liability is the **Cost** to repair or replace any covered **Breakdown**; but in no event shall this **Cost** exceed the average retail value of **Your Vehicle** as determined by the NADA (Official Used Car Guide) at the time of loss.

6. Subrogation

If **We** pay for a loss, **We** may require You to assign to **Us** Your rights of recovery against others. **We** will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.

7. Dispute Resolution – Arbitration

This Service Contract requires binding arbitration if there is an unresolved dispute between You and **Us** concerning this Service Contract (including the **Cost** of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Service Contract by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose. You and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and **Us**. Unless otherwise agreed to by You and **Us**, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract.

8. How This Service Contract May Be Transferred

This Service Contract is not transferable.

9. How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You

You may cancel this Service Contract at any time. To cancel, contact the **Producer**. The **Producer** will assist with Your cancellation request. Alternatively, You must provide written notice to the **Administrator**. A copy of Your Service Contract and an odometer reading statement must be included with Your request for cancellation.

Cancellation By Us

If **We** cancel this Service Contract, **We** will mail You written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within ninety (90) days of the **Service Contract Purchase Date**. After ninety (90) days, **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by You;
- If You have failed to maintain Your Vehicle as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and You have failed to repair the odometer;
- If You do not pay the **Service Contract Price**;
- If Your Vehicle has a salvage title; or
- If You use Your Vehicle in any manner not covered by this Service Contract.

IX. GENERAL PROVISIONS (CONTINUED)

Cancellation By Lienholder

If this Service Contract is financed, the Lienholder (shown on the Information Schedule) may cancel the Service Contract in the event **You** default in **Your** obligation to such Lienholder or in the event **Your Vehicle** is declared a total loss or is repossessed.

How Refunds are Calculated

If this Service Contract is canceled within thirty (30) days of the **Service Contract Purchase Date** and a claim has not been incurred, a 100% refund of the **Service Contract Price** will be made. After thirty (30) days or if **You** have incurred a claim within the first thirty (30) days, a pro-rata refund of the unused **Months** or unused **Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of the unused **Months** or unused **Miles** compared to the total **Months** or total **Miles** of **Your** Service Contract Term, less an administrative fee of \$50. All refunds will be paid to the Lienholder if any, otherwise to **You**. For refund calculations, if the Service Contract is canceled by **Us**, all references to thirty (30) days are replaced with ninety (90) days.

10. Insurance

This Service Contract is not an insurance contract. **Our** obligations under this Service Contract are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event **We** cease to operate, are bankrupt or otherwise financially impaired or **Your** claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

11. Entire Service Contract

This Service Contract represents the entire agreement between **You** and **Us**. No person has the authority to change this Service Contract or to waive any of its provisions. No other written or oral statements apply to this Service Contract.

X. STATE AMENDMENTS

This Service Contract is amended to comply with the following state requirements:

Alabama

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By You is amended to include:

If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer** or the **Administrator**.

How Refunds are Calculated is amended to include:

The \$50 administrative fee is deleted and replaced with a \$25 administrative fee.

Alaska

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended as follows:

Exclusion #4.A – Any reference to “**TERRORISTS ACTS**” within this exclusion is deleted in its entirety.

Exclusion #7.B. is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” **Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer** or the **Administrator**.

Arizona

NOTICE TO CUSTOMER – is amended to include:

In the event a **Breakdown** occurs when the **Administrator's** office is closed, **You** may follow the claim procedures in the Service Contract without prior authorization. Reimbursement will be made to **You** or the **Repair Facility** in accordance with Service Contract provisions.

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended as follows:

Exclusions #1.B., 1.C., 1.D., 2.A., 2.B., 2.C., 3.A., 3.B., 3.E. & 3.F. are amended to include: “**WHILE THE VEHICLE IS OWNED BY YOU.**”

Exclusions #6.A., 6.B., 6.C. & 8.A. are deleted in their entirety.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By Us**” is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract at any time for the following reasons:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If, while owned by **You**, the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
- If **You** do not pay the **Service Contract Price**.

Colorado

GENERAL PROVISIONS – Section 10 “Insurance” is amended to include: Insurance Policy #2634.

Connecticut

The coverage afforded by this Service Contract is still available should the Service Contract Term lapse while **Your Vehicle** is in the custody of a **Repair Facility** for a covered repair.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is amended to include:

The State of Connecticut has established an arbitration process to settle disputes between **You** and **Us** arising from extended **Warranty** contracts. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the **Cost** of repair of the product and a copy of this Service Contract.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By Us**” is amended to include:

The thirty (30) day written notice prior to cancellation is deleted and replaced with forty-five (45) days.

X. STATE AMENDMENTS (CONTINUED)

Florida

The rate charged for this Service Contract is not subject to regulation by the Office of Insurance Regulation.

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended as follows: Exclusion #6.C. is deleted in its entirety.

WHAT TO DO IF REPAIRS ARE NEEDED – “Emergency Repair Instructions” is amended as follows: The thirty (30) day time period for filing a claim after a Breakdown is deleted and replaced with ninety (90) days.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 8 “How This Service Contract May Be Transferred” is amended to include:

Your rights and duties under this Service Contract may only be transferred to a subsequent purchaser directly by **You** within thirty (30) days from the date of sale to the subsequent owner. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. This Service Contract can only be transferred if the remaining portion of the **Warranty** including Powertrain Warranty has not been reduced or voided. In the event of **Your** death, the benefits of this Service Contract will be available to **Your** spouse, domestic partner or legal representative.

To transfer this Service Contract, **You** must submit the following information to the **Administrator**:

- a. Completed Transfer Request form;
- b. Copy of **Your** Service Contract;
- c. Bill of Sale indicating date of sale of the **Vehicle**;
- d. \$40 transfer fee made payable to the **Administrator**.

To obtain a blank Transfer Request form, contact the **Administrator**.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is deleted in its entirety and replaced by the following:

Cancellation By You

You may cancel this Service Contract at any time. To cancel, contact the **Producer** or the **Administrator**. The **Producer** will assist with **Your** cancellation request. Alternatively, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation. If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date**, a 100% refund of the **Service Contract Price** will be made less any claims paid on the Service Contract. After sixty (60) days, a pro-rata refund of the lesser of unused **Months** or unused **Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of the unused **Months** or unused **Miles** compared to the total **Months** or total **Miles** of **Your** Service Contract Term, less an administrative fee of \$50 or 10% of the refund amount, whichever is less. All refunds will be paid to the Lienholder if any, otherwise to **You**.

Cancellation By Us

We may cancel this Service Contract for any reason within sixty (60) days of the **Service Contract Purchase Date**. After sixty (60) days, **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
- If **You** do not pay the **Service Contract Price**.

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. A pro-rata refund of the lesser of unused **Months** or unused **Miles** will be made. The pro-rata refund will not be less than 100% of the paid unearned pro-rata premium less any claims paid on the Service Contract. All refunds will be paid to the Lienholder if any, otherwise to **You**.

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown on the Information Schedule) to cancel this Service Contract and receive the refund.

GENERAL PROVISIONS – Section 10 “Insurance” is amended as follows: The sentence “This Service Contract is not an insurance contract” is deleted in its entirety.

Georgia

NOTICE TO CUSTOMER – is amended as follows:

Coverage under this Service Contract begins thirty (30) days from the Service Contract Purchase Date and one thousand (1,000) miles from the Current Odometer Reading, whichever occurs later. However, the thirty (30) days and one thousand (1,000) miles will be added to the end of the Service Contract Term.

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended as follows:

Exclusion #3.B. – Any reference to “SLUDGE” is deleted in its entirety.

Exclusion #1.C. is amended to include the text: “MADE SUBSEQUENT TO THE PURCHASE OF THIS SERVICE CONTRACT.”

Exclusion #2.B. is amended to include the text: Any reference to “DELIVERY SERVICE” is deleted in its entirety.

Exclusion #3.E. is amended to include the text: “WHILE OWNED BY YOU”.

Exclusion #8.A. is deleted in its entirety.

YOUR RESPONSIBILITIES – is amended to include:

Item #3 is deleted in its entirety.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is deleted in its entirety and replaced by the following:

Cancellation By You

You, or a person authorized by **You**, may cancel this Service Contract at any time. To cancel, contact the **Producer**. The **Producer** will assist with **Your** cancellation request. Alternatively, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation. If **You** cancel this Service Contract, **You** will receive 100% of the unearned pro-rata **Service Contract Price**, less an administrative fee of \$50 or 10% of the unearned pro-rata **Service Contract Price**, whichever is less. The refund will be paid to the Lienholder if any, otherwise to **You**.

Cancellation By Us

We may cancel this Service Contract:

- In the event of fraud by **You**;
- In the event of material misrepresentation by **You**; or
- If **You** do not pay the **Service Contract Price**.

X. STATE AMENDMENTS (CONTINUED)

Georgia - continued

If **We** cancel this Service Contract, **We** will mail **You** written notice:

- At least ten (10) days prior to the effective date of cancellation if **You** do not pay the **Service Contract Price**; or
- At least thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation.

If **We** cancel this Service Contract, **You** will receive 100% of the unearned pro-rata **Service Contract Price**. The refund will be paid to the Lienholder if any, otherwise to **You**.

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown on the Information Schedule) to cancel this Service Contract and receive the refund.

Should **We** fail to refund the unearned consideration, **You** have the right to receive the refund directly from Virginia Surety Company, Inc.

Hawaii

GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**" is amended to include: If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer** or the **Administrator**.

Idaho

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

Illinois

GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges, **How Refunds are Calculated**" is amended to include: The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or ten percent (10%) of the refund amount, whichever is less.

Indiana

This Service Contract is not insurance and is not subject to Indiana insurance law.

Your proof of payment to the **Producer** for this Service Contract shall be considered proof of payment to the insurance company, which guarantees **Our** obligation to **You**, providing such insurance was in effect at the time **You** purchased this Service Contract.

GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**" is amended to include:

If **Your** cancellation refund is not paid within sixty (60) days after the Service Contract has been returned to the **Producer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604.

Iowa

This Service Contract is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 357.

If **You** have questions regarding **Your** Service Contract, **You** may address them to the Iowa Insurance Commissioner at the following address:

Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738

WHAT THIS SERVICE CONTRACT COVERS – is amended to include:

Used parts will not be used to replace covered parts without prior written authorization from **You**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.

GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"

Cancellation By You is amended to include:

If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the **Producer** or the **Administrator**.

How Refunds are Calculated is amended to include:

The sentence "All refunds will be paid to the Lienholder if any, otherwise to **You**." is revised to read "All refunds will be paid by the **Producer** to the Lienholder if any, otherwise to **You**."

Louisiana

GENERAL PROVISIONS – Section 7 "Dispute Resolution – Arbitration" is deleted in its entirety.

GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges, **How Refunds are Calculated**" is deleted in its entirety and replaced by the following:

If this Service Contract is canceled within thirty (30) days of the **Service Contract Purchase Date**, a one hundred percent (100%) refund of the **Service Contract Price** will be made. After thirty (30) days, a pro-rata refund of the unused **Months** or unused **Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of the unused **Months** or unused **Miles** compared to the total **Months** or total **Miles** of **Your** Service Contract Term, less an administrative fee of fifty dollars (\$50). All refunds will be paid to the Lienholder if any, otherwise to **You**. For refund calculations, if the Service Contract is canceled by **Us**, all references to thirty (30) days are replaced with ninety (90) days.

Maine

GENERAL PROVISIONS – Section 7 "Dispute Resolution – Arbitration" is deleted in its entirety.

GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"

Cancellation By You is amended to include: If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer** or the **Administrator**.

How Refunds are Calculated is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or ten percent (10%) of the refund amount, whichever is less.

Maryland

GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**" is amended to include: If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer** or the **Administrator**.

Michigan

GENERAL PROVISIONS – Section 1 "Service Contract Term" is amended to include:

If performance under this Service Contract is interrupted because of a strike or work stoppage at the **Repair Facility**, the term of this Service Contract shall be extended for the period of the strike or work stoppage.

X. STATE AMENDMENTS (CONTINUED)

Minnesota

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer** or the **Administrator**.

Mississippi

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **How Refunds are Calculated**” is amended to include: If **We** cancel this Service Contract, no administrative fee will be charged.

Missouri

GENERAL PROVISIONS – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By You is amended to include: If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Store** or the **Administrator**.

Cancellation by **You** will become effective as of the date the written notice of **Your** cancellation is received by **Us**. **We** will mail **You** written notice of **Our** receipt and resulting cancellation of **Your** Service Contract within forty-five (45) days of the date of cancellation.

How Refunds are Calculated is deleted in its entirety and replaced by the following:

If this Service Contract is canceled within sixty (60) days of the **Purchase Date**, a 100% refund of the **Service Contract Price** will be made, less paid claims, if any. After sixty (60) days, a pro-rata refund of the unused **Months** or unused **Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of the unused **Months** or unused **Miles** compared to the total **Months** or total **Miles** of **Your** Service Contract Term, less an administrative fee of \$50. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**.

GENERAL PROVISIONS – Section 9 “Insurance” is amended to include:

A claim against the **Provider** may also include a claim for return of the unearned **Provider** fee.

Nebraska

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety and replaced by the following:

Notwithstanding anything in the Service Contract to the contrary, if **You** and **We** mutually agree at the time of loss, this Service Contract provides for arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract. **You** agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon **You**.

To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract.

Nevada

NOTICE TO CUSTOMER – is amended as follows:

The statement “Coverage under this Service Contract begins...” is revised as follows:

Coverage under this Service Contract begins thirty (30) days from the Service Contract Purchase Date and one thousand (1,000) miles from the Current Odometer Reading, whichever occurs later.

NOTICE TO CUSTOMER – The statement “If the manufacturer’s **Warranty** has been declared void...” is deleted and replaced with the following: If this Service Contract has already been issued and the manufacturer’s **Warranty** becomes void during the term of this Service Contract, **We** will not automatically suspend all coverage for any length of time. **We** will not provide any coverage that would have otherwise been provided under the manufacturer’s **Warranty**, until the full term of the manufacturer’s **Warranty** elapses. However, **We** will continue to provide any other coverage under this Service Contract, unless such coverage is otherwise excluded by the terms of this Service Contract.

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended as follows:

Exclusion #3.A. is deleted in its entirety and replaced by the following:

3.A. FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE OR LACK OF CUSTOMARY MAINTENANCE AS DETAILED IN SECTION VIII. YOUR RESPONSIBILITIES.

Item #8.H. is revised to read: **Breakdown within the first thirty (30) days from the Service Contract Purchase Date and one thousand (1,000) miles from the Current Odometer Reading.**

GENERAL PROVISIONS – Section 1 “Service Contract Term” is amended to include: This Service Contract is not renewable.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By You is amended to include:

If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer** or the **Administrator**.

Cancellation By Us is amended to include:

Our right to cancel for any reason is changed from ninety (90) days to seventy (70) days.

We may only cancel this Service Contract after seventy (70) days for the following reasons:

- If **You** do not pay the **Service Contract Price**;
- If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract;
- If there has been a material misrepresentation or fraud by **You**; or
- If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this Service Contract, after the **Service Contract Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

How Refunds are Calculated is amended to include:

For refund calculations, if the Service Contract is canceled by **Us**, all references to thirty (30) days are replaced with seventy (70) days. If the Service Contract is canceled by **Us**, no administrative fee will be charged.

X. STATE AMENDMENTS (CONTINUED)

New Hampshire

GENERAL PROVISIONS – Section 10 “Insurance” is amended to include:

If **You** are not satisfied with the insurance company’s response, **You** may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261.

New Jersey

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include:

If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer** or the **Administrator**.

New Mexico

GENERAL PROVISIONS – Section 1 “Service Contract Term” is amended to include: This Service Contract is not renewable.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By You is amended to include:

If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within sixty (60) days of return of this Service Contract to the **Producer** or the **Administrator**.

Cancellation By Us is amended to include:

Our right to cancel for any reason is changed from ninety (90) days to seventy (70) days.

We may only cancel this Service Contract after seventy (70) days for the following reasons:

- If **You** do not pay the **Service Contract Price**;
- If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract;
- If there has been a material misrepresentation or fraud by **You**; or
- If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this Service Contract, after the **Service Contract Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

How Refunds are Calculated is amended to include:

For refund calculations, if the Service Contract is canceled by **Us**, all references to thirty (30) days are replaced with seventy (70) days.

New York

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the **Producer** or the **Administrator**.

North Carolina

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By Us is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. **We** may only cancel this Service Contract at any time for any of the reasons listed below:

- If there has been a material misrepresentation or fraud by **You**; or
- If **You** do not pay the **Service Contract Price**.

How Refunds are Calculated is amended to include:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or ten percent (10%) of the refund amount, whichever is less.

Oklahoma

Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

This Service Contract is not issued by the manufacturer or a wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company.

Oklahoma service warranty statutes do not apply to commercial use reference in service warranty contracts.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refund And Charges” is deleted in its entirety and replaced by the following:

Cancellation By You

You may cancel this Service Contract at any time. To cancel, contact the **Producer**. The **Producer** will assist with **Your** cancellation request. Alternatively, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation. If **You** cancel this Service Contract within the first thirty (30) days of the **Service Contract Purchase Date** and have not incurred a claim, **You** will receive one hundred percent (100%) of the unearned pro-rata premium. If **You** cancel this Service Contract after thirty (30) days or have incurred a claim within the first thirty (30) days, **You** will receive a refund based on one hundred percent (100%) of the unearned pro-rata premium less ten percent (10%) of the unearned pro-rata premium or fifty dollars (\$50), whichever is less. All refunds will be paid to the Lienholder if any, otherwise to **You**.

Cancellation By Us

We may cancel this Service Contract for any reason within ninety (90) days of the **Service Contract Purchase Date**. After ninety (90) days, **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer;
- If **You** do not pay the **Service Contract Price**;
- If **Your Vehicle** has a salvage title; or
- If **You** use **Your Vehicle** in any manner not covered by this Service Contract.

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. The pro-rata refund will be one hundred percent (100%) of the unearned pro-rata premium. All refunds will be paid to the Lienholder if any, otherwise to **You**.

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown on the Information Schedule) to cancel this Service Contract and receive the refund.

X. STATE AMENDMENTS (CONTINUED)

Oregon

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

South Carolina

If **You** have questions, concerns or complaints regarding **Your** Service Contract, **You** may address them to:

South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29201-3105, 1-803-737-6180

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer** or the **Administrator**.

Texas

The **Administrator** is Consumer Program Administrators, Inc., Texas Provider #168.

Unresolved complaints or questions concerning the regulation of service contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By You is amended to include: If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer** or the **Administrator**. If **Your** cancellation refund is not paid within forty-five (45) days after the Service Contract has been returned to the **Producer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. The right to cancel this Service Contract is not transferable to a subsequent holder of this Service Contract.

How Refunds are Calculated is amended to include:

If this Service Contract is canceled by **Us**, no administrative fee will be charged.

Utah

Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association.

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

WHAT TO DO IF REPAIRS ARE NEEDED – “Emergency Repair Instructions” is amended to include: Utah residents are not limited to filing claims within thirty (30) days for reimbursement consideration. The sentence “Emergency repairs are those required because **Your Vehicle** was inoperable or unsafe to drive.” is deleted in its entirety.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety and replaced by the following:

Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rule of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney’s fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By Us is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within sixty (60) days of the **Service Contract Purchase Date**. After sixty (60) days, **We** may cancel this Service Contract:

- For nonpayment of premium;
- For material misrepresentation by **You**;
- For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or
- For substantial breaches in contractual duties, conditions or warranties.

Cancellation By Lienholder is deleted in its entirety and replaced by the following:

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown on the Information Schedule) to receive the refund.

How Refunds Are Calculated is amended to include:

The sentence “For refund calculations, if the Service Contract is canceled by **Us**, all references to thirty (30) days are replaced with ninety (90) days.” is deleted in its entirety.

Wisconsin

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended as follows: Exclusion #8.B. is deleted in its entirety.

WHAT TO DO IF REPAIRS ARE NEEDED – “Emergency Repair Instructions” is amended to include: The thirty (30) day time period for filing a claim after a **Breakdown** is deleted and replaced with as soon as reasonably possible.

GENERAL PROVISIONS – Section 6 “Subrogation” is amended to include: **You** will be made whole before **We** retain any amount **We** may recover.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

Cancellation By You is amended to include:

If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer** or the **Administrator**.

Cancellation By Us is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and the reason for cancellation. **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** do not pay the **Service Contract Price**; or
- For substantial breach of duties by **You** relating to the use of the covered **Vehicle**.

X. STATE AMENDMENTS (CONTINUED)

Wisconsin - continued

How Refunds are Calculated is amended to include:

The sentence "For refund calculations, if the Service Contract is canceled by **Us**, all references to thirty (30) days are replaced with ninety (90) days." is deleted in its entirety.

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or ten percent (10%) of the refund amount, whichever is less.

In the event **Your Vehicle** is declared a total loss, **You** may cancel the Service Contract and receive a pro rata refund of the **Service Contract Price**, less any claims paid. No administrative fee will be charged.

Wyoming

GENERAL PROVISIONS – Section 7 "Dispute Resolution – Arbitration" is deleted in its entirety.

GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"

Cancellation By You is amended to include:

If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer** or the **Administrator**.

Cancellation By Lienholder is deleted in its entirety and replaced by the following:

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown on the Information Schedule) to receive the refund.

How Refunds are Calculated is amended as follows:

The sentence "All refunds will be paid to the Lienholder if any, otherwise to **You**." is revised to read "All refunds will be made payable to the Lienholder and **You**."

CARCHEX Commitment to You

The CARCHEX mission is to act as a consumer advocate and help protect consumers during the car buying and ownership experience. We want you to be fully satisfied with your purchase so please let us know if there is anything we can do to improve your experience.



Guarantee

If you are not satisfied for any reason with the insurance contract that you have purchased, you may contact CARCHEX within 60 days for a full refund of the purchase price. You must contact CARCHEX and submit the required form postmarked or faxed within 60 days of your purchase date to ensure full credit. Requests for cancellations beyond the 60 days are subject to a prorated refund as outlined in the policy.



Convenience

When your vehicle needs repair, you choose the certified repair facility of your choice (dealership, independent repair facility, or national chain such as Goodyear, Firestone or Pep Boys). With over 30,000 repair facilities in the US, you're sure to find one located near you.



Commitment

Our Brand Promise to you is "Customer Experience Above All," which means our dedicated team works hard every day to make sure our customers' needs are being met. If at any point during your contract you need us just call 877-CARCHEX.

CARCHEX is the insurance agent for your Mechanical Breakdown Insurance Policy underwritten by Virginia Surety Company Inc.



Frequently Asked Questions

Where Can I Take My Vehicle For Repairs?

You can take your vehicle to any ASE licensed repair facility, franchise dealership, or national chain such as Pep Boys, Midas, Goodyear or Firestone. Go to www.ASE.com to locate an ASE service center near you.

What Do I Do If I Find Errors In The Information Printed In This Packet?

Please contact our customer service team immediately at 877-CARCHEX and we are happy to assist you.

What Are My Maintenance Requirements For My Vehicle?

All policies sold through CARCHEX require that, at a minimum, the factory maintenance plan must be followed. Please take a moment to review all maintenance requirements included in the insurance policy portion of this packet.

Can My Policy Be Canceled?

We want you to be fully satisfied with every purchase from CARCHEX. If you are not satisfied for any reason with the contract that you have purchased, you may contact CARCHEX within 30 days for a full refund of the purchase price. You must contact CARCHEX and submit the required form within 30 days of your purchase date to ensure full credit. Requests for cancellations received beyond the 30 days are subject to the terms of the enclosed Policy.

About CARCHEX



CARCHEX is one of very few Vehicle Protection Companies/Mechanical Breakdown Insurance Agents who have earned accreditation from the Better Business Bureau (BBB). CARCHEX has also earned an A+ rating with the BBB and has been helping automotive consumers protect their vehicles for more than a decade. CARCHEX is endorsed by Pat Goss of PBS's popular automotive series MotorWeek. Pat only endorses companies he has purchased from himself and that meet his very high consumer advocacy standards. CARCHEX also ranked on the 2009-2011 Inc. 500/5000 as one of the fastest growing private companies in the United States. CARCHEX is the insurance agent for this Virginia Surety Company, Inc.'s Mechanical Breakdown Insurance Policy.

About The Warranty Group



Virginia Surety Company, Inc. is a wholly owned subsidiary of The Warranty Group Inc. The Warranty Group is one of the world's leading providers of product protection programs and related benefits to consumers around the world. With more than 100 million active customers, more than \$10 billion in benefits paid since The Warranty Group Inc.'s inception, and almost \$5 billion in assets, you can count on The Warranty Group, Inc. to conveniently protect your car and the things in your home for years to come. The Warranty Group, Inc. has been in business for more than 50 years and with dedicated employees in nearly 40 countries worldwide have provided underwriting and administrative services to the world's best known brands and retailers. Find out more about The Warranty Group, Inc. at www.thewarrantygroup.com.



Care



Did You Know?

On average, two in three people will be involved in a drunk driving crash in their lifetime. That's why at CARCHEX, we are very proud to announce our partnership with MADD. As partners, our goal is to positively affect change in our community, heighten awareness in road safety, and help teach responsible decision making. "We hope that this partnership helps to bring us one step closer to putting an end to drunk driving," said Jason Goldsmith, CARCHEX's CEO. As part of the partnership, CARCHEX will offer exclusive benefits and discounts on all their products and services. For more information, please visit: www.carchex.com/madd.



About MADD

Founded by a mother whose daughter was killed by a drunk driver, Mothers Against Drunk Driving® (MADD) is the nation's largest nonprofit working to protect families from drunk driving and underage drinking.

MADD also supports drunk and drugged driving victims and survivors at no charge, serving one person every 8.6 minutes through local MADD victim advocates and at 1-877-MADD-HELP. Learn more at www.madd.org or by calling 1-877-ASK-MADD.

If you or someone you love has been affected by a drunk driver, MADD is here to help. Services are available 24 hours a day, every day of the year through our Victim/Survivor Help Line **877.MADD.HELP**

Drunk Driving Statistics

Almost every 120 seconds, a person is injured in a drunk driving crash.



An average drunk driver has driven drunk at least 80 times before a first arrest.



On average, 2 in 3 people will be involved in a drunk driving crash in their lifetime



In 2013, 10,076 people died in drunk driving crashes — one every 51 minutes.



In 2015, CARCHEX will donate \$20,000 to Mothers Against Drunk Driving in support of their efforts to eliminate drunk driving, support the victims of this violent crime, and prevent underage drinking. More information available at www.madd.org or by calling 1.877.ASK.MADD.

877-CARCHEX • CARCHEX.com

118 Shawan Road, Suite 210 • Baltimore, MD 21030