

Landcar Agency, Inc.
Vehicle Service Contract and Maintenance Agreement

LCA 0000000

NAME	ISSUING DEALER
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
VEHICLE	


Year _____ Make _____ Model _____ Vin _____
 4X4 _____ Turbo _____ Diesel _____ Cylinders _____ Lien holder _____

VEHICLE SERVICE CONTRACT COVERAGE TERM (Cannot exceed 84 Months or 100,000 Total miles)					
Months OR Miles	Expiration Miles	Expiration Date	Current Mileage	Contract Price	Deductible
Whichever occurs first	Odometer Reading Of				


COMPONENT COVERAGE SELECTION You must select one coverage level

THE CONTRACT CONTAINS ADDITIONAL INFORMATION ABOUT THE COVERAGE THAT YOU SELECT


POWERTRAIN

 Covers the items listed in the POWERTRAIN Coverage Section (Includes Items 1 - 3). See the back for details.


STANDARD

 Covers the items listed in the POWERTRAIN and STANDARD Coverage Section (Includes Items 1 - 9). See the back for details.

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.

CERTIFIED


 For eligible vehicles only. Covers the items listed in STANDARD and HIGH TECHNOLOGY Coverage Section and Wraps manufacture powertrain warranty (includes Items 4 - 10). See the back for details.

ADDITIONAL BENEFITS


SEALS & GASKETS

 For any covered components listed in your covered Coverage Section. Optional coverage (Surcharge Required) See the back for details.


HIGH TECHNOLOGY

 Covers the items listed in HIGH TECHNOLOGY Coverage Section (includes Items 10). Optional coverage (Surcharge Required) See the back for details.

RENTAL CAR* (You have the option to upgrade below)

 Rental car reimbursement of up to \$25 per day, for up to 6 days, in the event of a covered repair. See the back for details.
UPGRADE OPTION
 Up to \$50 per day for up to 6 days. Parts delay up to 2 days in excess of allowed repair time. (Surcharge Required)

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.

LANDCAR MAINTENANCE AGREEMENT (If no boxes are checked in this section, Maintenance will not apply)

MAINTENANCE PLAN A
 SERVICE INTERVAL 3 Months or 3,000 Miles

MAINTENANCE PLAN B
 SERVICE INTERVAL 4 Months or 5,000 Miles

TERM	This Contract begins on the Effective Date identified below until: _____ Months from the Effective Date, or when _____ Miles have been added to the Odometer reading since the time of sales, whichever occurs first.	I hereby acknowledge the purchase of the Landcar Maintenance Agreement: X _____ Purchaser Initials	I hereby decline the purchase of the Landcar Maintenance Agreement: X _____ Purchaser Initials
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ACCEPTANCE OF COVERAGE: You hereby declare that you have read and accept the terms, conditions, limitations and provisions of this Vehicle Service Contract (this "Contract") and Landcar Maintenance Agreement, if applicable, (the "Agreement") 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 (also referred to as "Purchaser"), the owner of the vehicle identified above (the "Vehicle"), and Landcar Agency, Inc., a Utah corporation (hereinafter "LCA"), 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 Contract is subject to limited regulation by the Washington State Office of the Insurance Commissioner. To file a complaint, contact the Washington State Office of the Insurance Commissioner. 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. 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

ADMINISTRATOR

LANDCAR AGENCY • 9350 South 150 East • Suite 1000 • Sandy, Utah 84070 • (801) 262-9739 • FAX (801) 563-4199

COVERAGE

MECHANICAL BREAKDOWN: LCA will repair, replace or reimburse you 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.

WRAP

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.

CERTIFIED

Covers the items listed in STANDARD and HIGH TECHNOLOGY Coverage Section. Covers vehicles registered with the manufacturer as a "certified vehicle" and wraps the extended Powertrain Warranty coverage of the "certified vehicle" (includes Items listed in 4 - 10).

SUBSTITUTE TRANSPORTATION (No Deductible applies to this benefit)

Rental car reimbursement, from a rental agency only, will be at the rate of up to \$25 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)

Emergency Road Service 1-866-800-4643 Producer Code: 22636 Plan: AX (your contract number on the top right corner of the Declaration Section is your member ID): 24-hour emergency road service is provided through Nation Motor Club, inc. d/b/a Nation Safe Drivers except in CA where service is provided through Signature Nationwide Auto Club of California and is available when your Vehicle is disabled as long as this Contract is in effect. Note: One paid benefit per 72-hours. **Emergency Road Service consists of: Mechanical First Aid:** Any service requiring a minor adjustment (exclusive of parts) to enable your disabled Vehicle to proceed under its own power. **Tire Service:** Changing of a flat tire with an inflated spare. **Battery Service:** Attempting to start a Vehicle with a booster battery. **Delivery Service:** Delivery of emergency supplies of gasoline, oil or water and other accessories and supplies as may be required and available. Materials being delivered will be paid for by the customer. **Towing Service:** When your Vehicle is disabled, it will be hooked up and 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. **Locksmith Service:** If keys are locked inside your Vehicle, a locksmith will be dispatched to assist you in gaining entry to your locked Vehicle.

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Vehicle Service Contract and Maintenance Agreement

LCA

NAME	ISSUING DEALER
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
VEHICLE	


Year _____ Make _____ Model _____ Vin _____
 4X4 _____ Turbo _____ Diesel _____ Cylinders _____ Lien holder _____

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HIGH TECHNOLOGY

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MAINTENANCE PLAN A
 SERVICE INTERVAL 3 Months or 3,000 Miles

MAINTENANCE PLAN B
 SERVICE INTERVAL 4 Months or 5,000 Miles

	This Contract begins on the Effective Date identified below until: _____ Months from the Effective Date, or when _____ Miles have been added to the Odometer reading since the time of sales, whichever occurs first.	I hereby acknowledge the purchase of the Landcar Maintenance Agreement: X _____ Purchaser Initials	I hereby decline the purchase of the Landcar Maintenance Agreement: X _____ Purchaser Initials

ACCEPTANCE OF COVERAGE: You hereby declare that you have read and accept the terms, conditions, limitations and provisions of this Vehicle Service Contract (this "Contract") and Landcar Maintenance Agreement, if applicable, (the "Agreement") 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 (also referred to as "Purchaser"), the owner of the vehicle identified above (the "Vehicle"), and Landcar Agency, Inc., a Utah corporation (hereinafter "LCA"), 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 Contract is subject to limited regulation by the Washington State Office of the Insurance Commissioner. To file a complaint, contact the Washington State Office of the Insurance Commissioner. 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. 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

ADMINISTRATOR

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COVERAGE

MECHANICAL BREAKDOWN: LCA will repair, replace or reimburse you 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.

WRAP

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.

CERTIFIED

Covers the items listed in STANDARD and HIGH TECHNOLOGY Coverage Section. Covers vehicles registered with the manufacturer as a "certified vehicle" and wraps the extended Powertrain Warranty coverage of the "certified vehicle" (includes Items listed in 4 - 10).

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Rental car reimbursement, from a rental agency only, will be at the rate of up to \$25 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.

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

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Landcar Agency, Inc.
Vehicle Service Contract and Maintenance Agreement

LCA

NAME	ISSUING DEALER
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
VEHICLE	


Year _____ Make _____ Model _____ Vin _____
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ADDITIONAL BENEFITS


SEALS & GASKETS

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HIGH TECHNOLOGY

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RENTAL CAR* (You have the option to upgrade below)

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UPGRADE OPTION
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LANDCAR MAINTENANCE AGREEMENT (If no boxes are checked in this section, Maintenance will not apply)

MAINTENANCE PLAN A
 SERVICE INTERVAL 3 Months or 3,000 Miles

MAINTENANCE PLAN B
 SERVICE INTERVAL 4 Months or 5,000 Miles

	This Contract begins on the Effective Date identified below until: _____ Months from the Effective Date, or when _____ Miles have been added to the Odometer reading since the time of sales, whichever occurs first.	I hereby acknowledge the purchase of the Landcar Maintenance Agreement: X _____ Purchaser Initials	I hereby decline the purchase of the Landcar Maintenance Agreement: X _____ Purchaser Initials
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ACCEPTANCE OF COVERAGE: You hereby declare that you have read and accept the terms, conditions, limitations and provisions of this Vehicle Service Contract (this "Contract") and Landcar Maintenance Agreement, if applicable, (the "Agreement") 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 (also referred to as "Purchaser"), the owner of the vehicle identified above (the "Vehicle"), and Landcar Agency, Inc., a Utah corporation (hereinafter "LCA"), 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 Contract is subject to limited regulation by the Washington State Office of the Insurance Commissioner. To file a complaint, contact the Washington State Office of the Insurance Commissioner. 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. 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
ADMINISTRATOR

LANDCAR AGENCY • 9350 South 150 East • Suite 1000 • Sandy, Utah 84070 • (801) 262-9739 • FAX (801) 563-4199

REQUEST FOR CANCELLATION

If undersigned elects to cancel this Contract then the undersigned hereby certifies that the Coverages extended to the undersigned under this Contract have been terminated. LCA will promptly refund any unearned amount to the lienholder or to the undersigned if no lienholder exists. The undersigned does hereby release, indemnify, absolve, exonerate, and hold harmless Landcar Agency, Inc. from any and all claims or losses sustained by the undersigned under any of the provisions and terms of this Contract, after 12:01 A.M. on the cancellation date shown below.

Original documents & signatures required for refund

X _____
Purchaser Date

Reasons for refund: _____

	Year	Mo.	Day		Miles	Months		
Date Cancelled	_____	_____	_____	At Expiration	_____	_____	Original Price	\$ _____
Date Issued	_____	_____	_____	Current/Elapsed-	_____	_____	Factor	X _____
Time Elapsed	_____	_____	_____	Remaining	_____	_____	Subtotal	_____
Months Covered	_____	Elapsed	_____	Covered	+ _____	_____	Cancellation Fee -	
				Factor	= _____ %	_____ %	Refund	\$ _____

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LCA

NAME	ISSUING DEALER
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
VEHICLE	


Year _____ Make _____ Model _____ Vin _____
 4X4 _____ Turbo _____ Diesel _____ Cylinders _____ Lien holder _____

VEHICLE SERVICE CONTRACT COVERAGE TERM (Cannot exceed 84 Months or 100,000 Total miles)					
Months OR Miles	Expiration Miles	Expiration Date	Current Mileage	Contract Price	Deductible
Whichever occurs first	Odometer Reading Of				


COMPONENT COVERAGE SELECTION You must select one coverage level

THE CONTRACT CONTAINS ADDITIONAL INFORMATION ABOUT THE COVERAGE THAT YOU SELECT


POWERTRAIN

 Covers the items listed in the POWERTRAIN Coverage Section (Includes Items 1 - 3). See the back for details.


STANDARD

 Covers the items listed in the POWERTRAIN and STANDARD Coverage Section (Includes Items 1 - 9). See the back for details.

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.

CERTIFIED


 For eligible vehicles only. Covers the items listed in STANDARD and HIGH TECHNOLOGY Coverage Section and Wraps manufacture powertrain warranty (includes Items 4 - 10). See the back for details.

ADDITIONAL BENEFITS


SEALS & GASKETS

 For any covered components listed in your covered Coverage Section. Optional coverage (Surcharge Required) See the back for details.


HIGH TECHNOLOGY

 Covers the items listed in HIGH TECHNOLOGY Coverage Section (includes Items 10). Optional coverage (Surcharge Required) See the back for details.

RENTAL CAR* (You have the option to upgrade below)

 Rental car reimbursement of up to \$25 per day, for up to 6 days, in the event of a covered repair. See the back for details.
UPGRADE OPTION
 Up to \$50 per day for up to 6 days. Parts delay up to 2 days in excess of allowed repair time. (Surcharge Required)


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.

LANDCAR MAINTENANCE AGREEMENT (If no boxes are checked in this section, Maintenance will not apply)

MAINTENANCE PLAN A
 SERVICE INTERVAL 3 Months or 3,000 Miles

MAINTENANCE PLAN B
 SERVICE INTERVAL 4 Months or 5,000 Miles

	This Contract begins on the Effective Date identified below until: _____ Months from the Effective Date, or when _____ Miles have been added to the Odometer reading since the time of sales, whichever occurs first.	I hereby acknowledge the purchase of the Landcar Maintenance Agreement: X _____ Purchaser Initials	I hereby decline the purchase of the Landcar Maintenance Agreement: X _____ Purchaser Initials

ACCEPTANCE OF COVERAGE: You hereby declare that you have read and accept the terms, conditions, limitations and provisions of this Vehicle Service Contract (this "Contract") and Landcar Maintenance Agreement, if applicable, (the "Agreement") 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 (also referred to as "Purchaser"), the owner of the vehicle identified above (the "Vehicle"), and Landcar Agency, Inc., a Utah corporation (hereinafter "LCA"), 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 Contract is subject to limited regulation by the Washington State Office of the Insurance Commissioner. To file a complaint, contact the Washington State Office of the Insurance Commissioner. 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. 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

ADMINISTRATOR

LANDCAR AGENCY • 9350 South 150 East • Suite 1000 • Sandy, Utah 84070 • (801) 262-9739 • FAX (801) 563-4199

COVERAGE

MECHANICAL BREAKDOWN: LCA will repair, replace or reimburse you 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.

WRAP

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.

CERTIFIED

Covers the items listed in STANDARD and HIGH TECHNOLOGY Coverage Section. Covers vehicles registered with the manufacturer as a "certified vehicle" and wraps the extended Powertrain Warranty coverage of the "certified vehicle" (includes Items listed in 4 - 10).

SUBSTITUTE TRANSPORTATION (No Deductible applies to this benefit)

Rental car reimbursement, from a rental agency only, will be at the rate of up to \$25 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)

Emergency Road Service 1-866-800-4643 Producer Code: 22636 Plan: AX (your contract number on the top right corner of the Declaration Section is your member ID): 24-hour emergency road service is provided through Nation Motor Club, inc. d/b/a Nation Safe Drivers except in CA where service is provided through Signature Nationwide Auto Club of California and is available when your Vehicle is disabled as long as this Contract is in effect. Note: One paid benefit per 72-hours. **Emergency Road Service consists of: Mechanical First Aid:** Any service requiring a minor adjustment (exclusive of parts) to enable your disabled Vehicle to proceed under its own power. **Tire Service:** Changing of a flat tire with an inflated spare. **Battery Service:** Attempting to start a Vehicle with a booster battery. **Delivery Service:** Delivery of emergency supplies of gasoline, oil or water and other accessories and supplies as may be required and available. Materials being delivered will be paid for by the customer. **Towing Service:** When your Vehicle is disabled, it will be hooked up and 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. **Locksmith Service:** If keys are locked inside your Vehicle, a locksmith will be dispatched to assist you in gaining entry to your locked Vehicle.

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:

1. Return the Vehicle to the Issuing Dealer. If this is not possible, call LCA, who is the Plan Administrator, for instructions at 1-800-733-7339.
2. 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 YOUR RESPONSIBILITIES.
3. 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.
4. 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.
5. LCA 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.

ADMINISTRATOR

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ARBITRATION/SEVERABILITY PROVISIONS

1. "In the event of any dispute between the parties arising under or related to the Landcar Service Contract or Landcar Maintenance Agreement, as applicable, such dispute shall be settled by arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association as supplemented by the Consumer-Related Disputes Supplementary Procedures in effect at the time such arbitration is initiated, and subject further to the provisions of the Federal Arbitration Act, which is incorporated herein by reference. The decision of the arbitrator shall be final and binding upon all parties.
2. Any term or provision of this Contract that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

NOTICES AND PROVISIONS FOR WASHINGTON RESIDENTS

The following notices and provisions are provided for the exclusive benefit of you, if you reside in the State of Washington, and to the extent any of the following provisions conflict with the other provisions of this Contract, the following provisions shall supersede the conflicting provisions:

1. LCA is the provider and administrator of this service contract and may also be referred to as a "Service Contract Provider." The contact information for LCA is set forth on the first page of this Contract.
2. The obligations of LCA are guaranteed under a reimbursement insurance policy offered by Landcar Casualty Company ("Landcar Casualty"). A "Reimbursement Insurance Policy" is a policy of insurance obtained by a service contract provider to guarantee the performance of a service contract provider's obligations to a service contract holder. The address of Landcar Casualty is set forth in Item 7 of the provisions following the heading of "Filing a Claim," which is located in the provisions under the heading of "YOUR RESPONSIBILITIES." Notwithstanding anything in this Contract to the contrary, you may file a claim under this Contract with Landcar Casualty at any time by following the procedures set forth in the "Filing a Claim" provisions of this Contract.
3. This Contract may only be transferred in accordance with the provisions set forth under the heading of "TRANSFERRING COVERAGE."
4. Your right to receive benefits under this Contract is subject to your payment of the deductible amount set forth on the first page of this Contract unless otherwise expressly provided in this Contract.
5. As set forth in the provisions following the headings of "EXCLUSIONS" and "LIMITS OF LIABILITY," this Contract does not provide coverage for preexisting conditions or consequential damages.
6. Please read the following statements and acknowledge that you have read and understood them by placing your initials adjacent to the provisions:

_____ a) In order to maintain your coverage under this Contract. You must maintain the Vehicle consistent with the schedule and record keeping requirements set forth in the provisions under the heading of "YOUR RESPONSIBILITIES."

_____ b) In order to receive reimbursement for any claim under this Contract, you must (i) follow the procedures set forth under the heading of "WHAT TO DO IN EVENT OF A MECHANICAL BREAKDOWN" on the first page of this Contract, (ii) follow the procedures for filing a claim under the heading "Filing a Claim" and (iii) comply with your obligations set forth under the heading of "YOUR RESPONSIBILITIES."

_____ c) Under the terms of this Contract you have a duty to protect against further damage as indicated in Item 17 under the heading of "EXCLUSIONS."

_____ d) Your eligibility for repairs to your Vehicle including replacement of components or parts or reimbursement depends on the coverage you have elected on the first page of this Contract. The specific terms of, including detailed information regarding the work, services and parts covered thereunder, for the coverage(s) you elect on the first page of this Contract are set forth under the heading of "COVERAGE."

_____ e) LCA's obligations under this Contract expires as set forth on the first page of this Contract under the heading of "COVERAGE TERM," which expiration may occur due to the elapsing of time or the accrual of mileage on the Vehicle.

_____ f) The implied warranty of merchantability for the Vehicle, if any, is not waived if this Contract has been purchased from LCA or the Issuing Dealer identified on the first page of this Contract and such Issuing Dealer also sold the Vehicle covered by the Contract and this Contract has been purchased within ninety days of the purchase date of the Vehicle.

_____ g) The terms and conditions of your rights under this Contract are set forth in the provisions under the heading "COVERAGE" that correspond with the coverage selected on the first page of this Contract. Such coverage is subject to the exclusions set forth under the heading of "EXCLUSIONS" in this Contract.

_____ h) Your right to cancel this Contract and return it for a refund are set forth under the heading of "TERMINATIONS AND REFUNDS."

EXCLUSIONS

II. 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.

III. 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 to the failed part or parts (see PURCHASER RESPONSIBILITIES) if the loss is a direct cause or lack of maintenance to the failed part or parts, or mechanical failure caused by the lack of proper or necessary amounts of coolant or lubricants.
- 2 Repairs and/or replacements not authorized by LCA (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 Adjustments, tune-ups, alignments, towing, road service, storage, rental vehicles, or 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 Vehicle has been used for competitive driving or racing, or if used for pulling a trailer with towing capacity in excess of manufacturer specifications.
- 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 an 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.

CANCELLATION BY LCA

LCA 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.

For Washington Residents: Notwithstanding anything in this section to the contrary, LCA may not cancel the Contract after the first 60 days, but will be fully obligated under this Contract unless otherwise terminated by you in accordance with this Contract.

LIMITS OF LIABILITY

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

- 1 THE LIABILITY OF LCA 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 N.A.D.A. 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 CONTRACT 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 LCA 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 THE PERSON TO WHOM 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 LCA THE VALIDATED MAINTENANCE RECORD FOR THE REQUIRED SERVICING, A COPY OF THE BILL OF SALE, A \$100.00 TRANSFER FEE, AND THE NAME AND ADDRESS OF THE NEW OWNER OF THE VEHICLE.
- 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. 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. 1000, SANDY, UT 84070.

TRANSFERRING COVERAGE

If you sell the Vehicle or there is any other change in the ownership of the 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 ownership of the Vehicle. You must notify the Administrator at **(800) 733-7339** or in writing to 9350 S. 150 E., Suite 1000, Sandy, UT. 84070, of your request to transfer this Contract. Upon notification of your request to transfer the Administrator will send to you a transfer form.

You must include a transfer fee of \$100 and the following:

- 1 The completed transfer form with name and address of the new owner,
- 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 may approve or reject such application in its discretion. 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 the Vehicle for personal use.

TERMINATIONS AND REFUNDS

Subject to the terms and conditions of this section, 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, as specified below, any unearned amounts to the lien holder, or to the owner of the Vehicle 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 LCA 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), deducted from the amount of refund described in a or b above.
- 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 you (the contract holder) shows it was not reasonably possible to file within the listed time limit (31A-21-312).**
- 5 **For Washington residents:** If you cancel this Contract and return it to the Administrator within 9 days of its purchase, the Administrator shall refund the full purchase price of this Contract; If you cancel this Contract and return it to the Administrator within 30 days, but more than 9 days, of its purchase, the Administrator shall refund the full purchase price, less a cancellation charge of up to \$25. If you cancel this Contract and return it more than 30 days after its purchase, then the refund will be calculated in accordance with paragraphs 2 and 3 of this section. Notwithstanding the foregoing, if any refund payment is not issued within 30 days from the date you return this Contract to the Administrator in connection with its cancellation, then Administrator shall increase the refund amount by 10%.

YOUR RESPONSIBILITIES

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 Return the Vehicle to the Issuing Dealer. If this is not possible, call the Administrator, LCA, at (800) 733-7339 for instructions.
- 3 Provide repair facility with a copy of your Contract and/or your Contract number and evidence that you have met the proper service requirements for the Vehicle (service receipts or validated maintenance log) as described above.
- 4 If repairs are performed at other than **Issuing Dealer**, obtain Authorization from LCA prior to teardown or any repair being made. Instruct the Service Manager at the repair facility to contact the **Administrator** to obtain authorization for the claim. The Administrator can be contacted Monday through Friday, 7:00 AM to 6:00 PM Mountain Standard Time at **(800) 733-7339**. Any claim for repairs without prior authorization will not be covered. For EMERGENCY REPAIRS (non-business hours only), after the repair facility has diagnosed the problem, call LCA and leave a message with the following information: your name, Contract number, description of problem, current mileage of the Vehicle and phone number where you can be reached on the next business day.
- 5 You may need to authorize the repair facility to inspect and/or teardown your Vehicle in order 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.
- 6 After LCA has been contacted, review with the Service Advisor or Manager what will be covered by this Contract. **YOU MUST SIGN THE COMPLETED REPAIR ORDER.**
- 7 Pay the applicable deductible and any items not covered by this Contract. We will reimburse the repair facility or you or the cost of 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 to LCA as soon as reasonably possible for payment.
- 8 You may file a claim directly with the insurance company. The name of the insurance company is: Landcar Casualty Company, 9350 S. 150 E. Suite 1000, Sandy, UT 84070, toll free number: **(800) 733-7339**.

LANDCAR MAINTENANCE AGREEMENT

SECTION I - TERMS AND CONDITIONS

- A. **Agreement Term:** The Maintenance Plan you selected in the first page of this Agreement begins on the Effective 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. **LCA Responsibilities:** The Issuing Dealer (identified on the front page of this Agreement) agrees to perform "LCA Maintenance Services", as defined in Section II-A below, to the Vehicle, which is identified in the Vehicle section on the front page of this Agreement.
- C. **Your Responsibilities:** You agree to have all LCA Maintenance Services performed by the Issuing Dealer or another dealer authorized by LCA, if you are instructed to do so. You agree to have each LCA Maintenance Service performed within 30 days or 1,000 miles of the scheduled service interval of the selected Maintenance Plan. You must present this Agreement to receive any LCA Maintenance Services.
- D. **Cancellation Policy:** If you sell your Vehicle during the term of this Agreement, you have the option at the time of sale to either CANCEL the Agreement and receive a pro-rated 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 requests 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 LCA Maintenance Services have been used prior to the cancellation. In the event LCA Maintenance Services have been used or after 60 days have elapsed, 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 LANDCAR AGENCY, 9350 S. 150 E., SUITE 1000, 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 and may not be transferred by a subsequent purchaser.
- F. **Limits of Liability:** LCA's liability to you under this Agreement cannot exceed the cost you paid for the Agreement less the cost of any LCA Maintenance Services performed on your Vehicle.

SECTION II - LCA MAINTENANCE SERVICES

- A. **MAINTENANCE PLAN A - Service every 3 Months/3,000 Miles. • MAINTENANCE PLAN B - Service every 4 months/5,000 Miles.**

The following LCA Maintenance Services are performed on the frequency set forth in the Maintenance Plan you selected on the first page of this Agreement: 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.

- Additionally, Plan A LCA Maintenance Services include rotating tires every other LCA service.
- Additionally, Plan V LCA Maintenance Services include rotating tires every LCA service.

- B. **Guidelines** - Each LCA Maintenance Service must be performed within 30 days or 1,000 miles of the scheduled service interval of the selected PLAN. The LCA Maintenance Services are available only to the Vehicle. These LCA Maintenance Services are available only through the Issuing Dealer or another dealer authorized by LCA. You must present your Agreement to the dealer's service advisor upon each visit for LCA Maintenance Services.

SECTION III - WHAT IS NOT COVERED

- Any **LCA Maintenance** services not performed by a dealer authorized by LCA.
- 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 dealer authorized by LCA.

IF YOU HAVE ANY QUESTIONS, CALL THE ISSUING DEALER OR LANDCAR AGENCY 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 LCA Maintenance agreement. When all scheduled services have been performed, remove this page, so no additional services can be requested.