



## MERCURY PROTECT

MERCURY SELECT MANAGEMENT COMPANY, INC.

### VEHICLE SERVICE CONTRACT

These Contract Provisions, the Coverage Plan Document and the Application complete this Contract.  
See State Specific Provisions which may apply in **Your** State.

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## CONTRACT PROVISIONS

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### **THIS CONTRACT IS A MONTHLY VEHICLE SERVICE CONTRACT AND AUTOMATICALLY RENEWS FOR ONE-MONTH TERMS.**

This Service Contract has one-month terms which begins on the Enrollment Date and automatically renews each month until the earliest of the following: (a) the date it is cancelled by **You** or **Us**; (b) the date **You** reach the Maximum Cumulative Liability as provided herein; or (c) the date **You** fail to pay **Your** Renewal Payment. A one-time Enrollment Fee plus **Your** first full Monthly Payment is required to receive coverage under this Contract. Provided the Renewal Payment is received by the same day of each following month as the Enrollment Date shown on the Application, coverage under this Contract will continue for the **Vehicle** for subsequent one-month Renewal Terms, unless coverage ceases or is cancelled as provided in this Contract. Coverage under this Contract will cease if the Cumulative Maximum Limit of Liability has been reached, this Contract has been cancelled, or upon non-renewal of this Contract at any time for any reason, including **Our** inability to collect the Renewal Payment due for any reason, either voluntary or involuntary. **If this Contract is terminated for any reason, We will not reinstate this Contract. If this Contract is terminated for any reason, a new Contract may not be purchased for the same vehicle under this program.**

**Free Look Period.** **You** have thirty (30) days from the Enrollment Date to decide whether **You** would like to continue this Contract. Monthly Renewal Payments are due during the Free Look Period. If at any time during the Free Look Period **You** decide to cancel this Contract, and no claims have been authorized or paid during that period, **You** will receive a full refund of the Enrollment Fee and any Monthly Payments made.

**Monthly Payment Process:** **We** will attempt to process a Renewal Payment on each scheduled Renewal Date. If the Renewal Payment is collected by **Us** on the Renewal Date, a new Renewal Term will be in effect, otherwise coverage under this Contract will be suspended during that Monthly Payment's Grace Period. If the required payment is not made in full by the end of the current Payment's Grace Period, this Contract will be terminated as of 11:59 p.m. on the last day of the last Renewal Term for which **You** paid in full. If **Your** Renewal Payment is received during a Payment Grace Period coverage will be active from the previous Renewal Payment Date to the current Renewal Payment Date. If **Your** Renewal Payment is processed following a cancellation, it will be refunded to **You** in full. It is **Your** responsibility to ensure that **We** have the correct account and billing information at all times. Should this information change, including an updated expiration date for a credit card, it is **Your** responsibility to update that information with **Us** immediately to avoid payment interruption or suspension of coverage. **We** will continue to use the payment method and information **You** provided until we are notified of a change.

**Payment Due Dates** (for each subsequent Monthly Term) will re-occur each following month using the original Enrollment Month's numeric date or the last numeric day of the following month, whichever occurs first. (Example 1: Enrollment Date = October 31<sup>st</sup>, the Payment Due Date will be November 30<sup>th</sup> for the following Monthly Term. Example 2: Enrollment Date January 14<sup>th</sup>, the Payment due Date will be February 14<sup>th</sup> for the following Monthly Term.

**Notices.** Please keep an accurate and updated mobile phone number and email address on file with **Us** so that **You** will receive timely notices regarding **Your** plan. **We** will presume **You** have received notices from **Us** if **We** send them to the email address, or mobile phone number **We** have on file for **You**.

**YOU MAY CONTACT US DURING NORMAL BUSINESS HOURS TO OBTAIN DETAILS REGARDING THE AUTOMATIC RENEWAL OF THIS CONTRACT OR HOW TO CANCEL THIS CONTRACT. YOU MAY EMAIL US AT**

## DEFINITIONS

In this Contract some words are bolded that have the following meanings:

"We," "Us," and "Our" and "Obligor" mean Mercury Select Management Company, Inc.

"You," "Your," "I," and "Contract Holder" mean the person named as the registered owner of the covered **Vehicle** in the Application.

"**Vehicle**" means only the vehicle listed as the covered **Vehicle** in the Application.

"**Claim Suspension Period**" means the period within the Payment Grace Period in which coverage under this Contract is suspended for nonpayment of the Renewal Payment.

"**Commercial Use**" means using **Your Vehicle** for business activities. **Commercial Use Vehicles are eligible for coverage, except those Vehicles that are used for, or will be used for, the following Commercial Use: commercial taxi, rental, mail carrier, snow plow, oil field, police or security, ambulance, shuttle service, tow truck, auto transport, road construction, fire or rescue, waste removal, dump truck, winch truck, hazardous material transportation, racing or competitive driving or any military/federal/ state/city/government use.**

"**Coverage Plan**" means the level of coverage **You** purchased.

"**Covered Claim**" means a claim for a benefit covered in this Contract.

"**Covered Component**" means a component of **Your Vehicle** covered in this Contract under the coverage plan identified in the Application.

"**Cumulative**" means the total amount of all authorized and paid claims under all coverages.

"**Deductible**" is the amount shown on the Application. **You** pay the **Deductible** for each covered repair visit. If a previously **Covered Component** fails again during the term of this Contract, **We** will not apply the **Deductible** to subsequent repair visits unless additional **Covered Components** not previously covered are being repaired.

"**Enrollment Date**" means the date **You** enrolled in the Program and paid **Your** first month's payment.

"**Enrollment Fee**" means the initial fee due with **Your** first Monthly Payment which activates **Your** plan. **Your** Enrollment Fee is nonrefundable unless **You** cancel within the **Free Look Period** and no claims have been paid during that time.

"**Free Look Period**" means the first thirty (30) days this Contract is in force during which **You** may cancel and receive a full refund of the Enrollment Fee and any Monthly Payments, provided no claims have been paid during that time.

"**Maintenance Records**" means the original, verifiable receipts or invoices which show that all **Vehicle** maintenance has been performed. Refer to Conditions of Coverage and the **Vehicle** Maintenance sections of this Contract.

"**Mechanical Breakdown**" means the inability of a properly maintained component to operate as intended by the manufacturer, **except as specifically set forth herein**. Normal wear and tear that exceeds the manufacturer's operating specifications meets this definition. Minor loss of fluid is considered normal and does not meet this definition.

"**Monthly Renewal Term**" means a monthly period subsequent to the original Enrollment Date or the previous Renewal Term beginning on the Renewal Date after receipt of the Renewal Payment.

"**Payment Grace Period**" means the twenty-one (21) days after **Your** Renewal Date in which **You** may make **Your** Renewal Payment. Coverage under this Contract will be suspended for each day during the Payment Grace Period that the Renewal Payment remains unpaid.

"**Prior Authorization**" means **You** must receive an approval number from **Us** prior to any repairs being performed on **Your Vehicle**. However, also see Conditions of Coverage, Section 3 related to Emergency Repairs.

"**Renewal Date**" means the date on which **Your** monthly Renewal Payment is due, and this Contract is renewed for an additional subsequent Monthly Renewal Term.

"**Renewal Payment**" means the amount shown on the Application that **You** will be charged each month to process the renewal of this Contract. **You** will be charged on the same day of the month as the Effective Date shown on the Application except as noted above under Payment Due Dates. If **You** pay the Renewal Payment each month as provided in this Contract, coverage will continue. **The Monthly Renewal Payment is subject to change. If the Monthly Renewal Payment changes, We will provide You with sixty (60) days advance notice.**

"**Repair Cost**" means the parts and labor expense to repair or replace any **Covered Component** that is the result of a covered **Mechanical Breakdown**. **We may use replacement components of a like kind and quality that may be new, Original Equipment Manufacturer (OEM), exchanged, rebuilt, remanufactured, or used.** Parts pricing is the lesser of **Your Vehicle** manufacturer's suggested retail price or the suggested retail price of a like kind and quality part, whichever is authorized by **Us**. Labor hours will be based on the current nationally recognized flat rate labor guide multiplied by the average customer pay labor rate in the repair location area. **Repair Cost includes sales tax associated with the covered Mechanical Breakdown, according to city, county, and state laws. Repair Cost does NOT include shop supplies, environmental disposal charges, excluded items, or items not covered in the coverage plan You purchased. Repairs must have a parts and labor warranty of no less than 12 months or 12,000 miles.**

**"WAITING PERIOD" MEANS THE NUMBER OF DAYS AFTER THE ENROLLMENT DATE OF THIS CONTRACT AS INDICATED ON THE APPLICATION DURING WHICH NO BENEFITS IN THIS CONTRACT ARE PROVIDED.**

## WHAT THIS CONTRACT COVERS

### MECHANICAL BREAKDOWN REIMBURSEMENT

During the term of this Contract, and based on the Coverage Plan identified in the Application. **We** will reimburse **You**, or a licensed repair facility, the **Repair Cost** to repair or replace any **Covered Component** of **Your Vehicle** that has experienced a **Mechanical Breakdown**, less any applicable **Deductible**. **The Mechanical Breakdown must occur and be reported during the term of this Contract**, and not during any **WAITING PERIOD** or period of suspension for nonpayment of a Monthly Renewal Payment. **Coverage for any Mechanical Breakdown is subject to the terms and conditions of this Contract**, including the Application and the Coverage Plan Provisions. **You** are responsible for paying the **Deductible** for each repair visit. **You** are responsible for paying the cost to repair or replace any non-covered items or service.

Refer to the Application to determine the Coverage Plan You purchased: **SUPREME, CHOICE or PLUS**. The Exclusions applicable to Your Coverage Plan are contained in your Coverage Plan Document.

### CONDITIONS OF COVERAGE

**You** have specific duties that **You** must perform before **We** will be liable for payment of claims under this Contract. They include:

#### 1. VEHICLE MAINTENANCE:

- A. **You** MUST follow the instructions in **Your Vehicle** owner's manual for the proper operation and all maintenance services scheduled and/or recommended by **Your Vehicle's** manufacturer. **Your Vehicle** manufacturer's mileage recommendations will be considered the maximum allowable interval between service requirements.
- B. **You** MUST retain **Maintenance Records**. If **You** perform maintenance on the **Vehicle Yourself**, **You** must maintain a log showing the date, mileage, and type of maintenance service performed. **You** must also keep receipts for the purchase of the products used to perform the maintenance service (e.g., lubricants and filters).
- C. In the event of a **Mechanical Breakdown**, **You** may be requested to provide all **Maintenance Records** proving that proper maintenance has been performed before a **Mechanical Breakdown** for certain components will be covered under this Contract, regardless of where or by whom maintenance is performed.
- D. **CAUTION: Failure to provide all requested Maintenance Records may cause a denial of benefits under this Contract**. A Routine Maintenance and Repair Log is provided to assist **You** in recording the maintenance services performed on **Your Vehicle**, regardless of where and by whom the maintenance is performed. A self-maintained log without corresponding "purchase receipts" is not acceptable proof of proper maintenance.

Refer to **Your Vehicle** manufacturer owner's manual for all recommended maintenance services. If **You** do not have a **Vehicle** owner's manual, **You** may either purchase one from a franchise dealer or **You** may contact **Us** and **We** will provide information to **You** regarding recommended maintenance service information, when it is available.

#### 2. WHAT TO DO WHEN A BREAKDOWN OCCURS:

**You** are responsible for all expenses and **Repair Costs** if it is determined that the **Mechanical Breakdown** is not covered under this Contract.

If **Your Vehicle** has a **Mechanical Breakdown**.

- A. **You** MUST use all reasonable means to protect **Your Vehicle** from further damage. For example: Activated warning lights, such as oil or temperature in the dashboard, indicate that **You** should stop operating **Your Vehicle** immediately. If **Your Vehicle** is disabled, or if it is unsafe to continue to drive **Your Vehicle**, **You** may wish to arrange for towing.
- B. **You** MUST have the repair facility contact **Us** immediately after the **Vehicle** is brought in for service, and again when a cause of failure and **Repair Cost** is determined during **Our** normal business hours **Monday – Friday, 8:00 a.m. – 5:00 p.m. CST**. **You** must authorize the repair facility to perform any diagnosis or tear-down necessary to determine the cause of failure and **Repair Cost**. Diagnostic and teardown charges, as published by a nationally recognized flat rate labor guide, shall be included in the **Repair Cost** if the cause of failure is covered by this Contract. **National Claims Service toll-free number is 1-800-654-8455**.
- C. **We** may require inspections of the **Vehicle** to verify the reported cause of failure and extent of the damage.
- D. **You** MUST NOT authorize repairs until **We** verify that the **Mechanical Breakdown** is covered under this Contract, and **We** have issued an approval number. **Maintenance Records** may be requested from **You** before an approval number will be issued.

- E. If payment for an authorized and completed repair is not made to the repair facility, **We** will reimburse **You** directly. **We** will only directly reimburse authorized claims. To receive reimbursement of **Your** authorized claim, please email required documents to **MC@Mercuryinsurance.com**, or mail a copy of the paid receipt itemizing the charges **You** paid. The receipt must also include **Your** signature, the date of repair, the odometer reading, the **Prior Authorization** number, **Your** telephone number, **Vehicle** Identification Number, and the identity of the repairer. **You** are responsible for any expenses that are not covered under this Contract, including any applicable **Deductible**.
- F. Documents requesting reimbursement for **Your** authorized claim must be received within 180 days of the date **We** provided the approval number. If the required documentation is not received within that time, **Your** claim will be denied.
3. **EMERGENCY REPAIRS: A Mechanical Breakdown** may occur that is unexpected and is of a serious and urgent nature, which renders the **Vehicle** inoperable or unsafe to operate during a weekend or after **Our** normal business hours, **Monday – Friday, 8:00 a.m. – 5:00 p.m. CST**. In this case, if **You** cannot reach **Us** to obtain **Prior Authorization** before repairs are fully completed, **You** may, at **Your** discretion, wish to authorize the necessary emergency repairs. However, **if any portion of the repairs is being performed during Our normal business hours, You must have the repair facility contact Us as soon as Our normal business hours begin and prior to the repairs being completed, or Your claim may be denied.** **You are responsible for all expenses and Repair Costs if it is determined that the Mechanical Breakdown does not qualify as an Emergency Repair under this Contract.**

In the case of “Emergency Repairs”, complete the Emergency Claim Reimbursement Form and email to **MC@Mercuryinsurance.com** or mail it to Mercury Select Management Company, Inc., P.O. Box 728866, Oklahoma City, OK 73172-8866 or within 30 days of the date of repair. You must include all original paid receipts, Maintenance Records, Your Contract number, telephone number, and an explanation of the circumstances surrounding the failure. Your Emergency Repairs claim will be processed under the terms of this Contract. We will contact You if additional information is needed. If We do not receive the required documentation within 30 days of the date of repair, Your claim may be denied.

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## GENERAL PROVISIONS

1. **This is a Vehicle Service Contract between You and Us that is subject to automatic renewal for one-month periods.**
2. This is **NOT** an automobile liability or physical damage insurance policy, or an insurance policy of any kind. It is not a warranty or guarantee. It does **NOT** comply with any financial responsibility law nor does it cover consequential loss except as otherwise provided herein.
3. **Territory:** This Contract applies to **Mechanical Breakdowns** occurring only within the United States of America and Canada.
4. **No Benefit to Bailee:** This Contract shall not, directly nor indirectly, benefit any carrier or Bailee for hire.
5. **Your Assistance and Cooperation:** **You** agree to cooperate with **Us** in investigating any claim under this Contract, in making settlements, and in enforcing any right to contribution or indemnity against any manufacturer or repairer that may be responsible to **You** for the **Repair Cost** of any **Mechanical Breakdown**. **You** assign to **Us** any rights **You** may have against any manufacturer or repairer to recover amounts that may be due **You** related to repairs for which **We** have paid under this Contract. All amounts recovered by **You** from third parties for which **You** also received benefits under this Contract, shall belong to and be paid to **Us** by **You** up to the total amount of benefits paid by **Us**. Unless **We** expressly authorize **You** to do so, **You** agree that **You** will not assume any obligation or incur any expense in this regard, except at **Your** own expense.
6. **Transfer:** **This Contract is not transferrable to a new owner of Your Vehicle or to another Vehicle.**
7. **Cancellation:** **PLEASE SEE THE STATE SPECIFIC PROVISIONS AT THE END OF THIS CONTRACT FOR TERMS THAT MAY BE DIFFERENT IN YOUR STATE.**

**You** may cancel this Contract at any time either online, by emailing **Us** at **CS@mercuryinsurance.com** or mailing **Mercury Select Management Company, Inc.**, P. O. Box 728866, Oklahoma City, OK, 73172-8866.

**If You cancel** within thirty (30) days of the purchase date and no claims have been authorized or paid, **We** will refund the Enrollment Fee and any Monthly Payment **You** paid for this Contract and this Contract will be considered void. If this Contract is cancelled after thirty (30) days, or if a claim has been authorized or paid at any time during the term of the Contract, **Your** refund will be prorated based upon the number of covered days remaining in the Renewal Term during which **You** cancelled divided by the original number of days in the Renewal Term during which **You** cancelled. If **You** cancel this Contract after thirty (30) days, a \$35.00 cancellation fee will be withheld from any refund. If permitted in **Your** state, **We** will deduct claims paid and pending payment from any cancellation refund due.

**We may only cancel** this Contract for any of the following reasons:

- A. Total loss of **Your Vehicle**.

- B. **Your Vehicle** is used for any of the uses set out in What is Not Covered, Section 6C in **Your Coverage Plan** document.
- C. **Your Vehicle** has been altered or modified as set out in What is Not Covered, Section 6E in **Your Coverage Plan** document, or outside allowed **Vehicle** modifications after the original Enrollment Date.
- D. Material misrepresentation or fraud by **You** at any time relating to this Contract.
- E. Nonpayment of **Renewal Payment**.
- F. Use of **Your Vehicle** for an excluded Commercial Use-type.
- G. **You** have reached the Cumulative Maximum Liability as set out in **Your Coverage Plan** Document.

**If We cancel this Contract**, the cancellation date will be no less than five (5) days after the postmark date of the notice and shall state the specific grounds for cancellation. The refund will be pro-rated based on the number of covered days remaining in the **Renewal Term** during which **We** cancelled divided by the original number of days in the **Renewal Term** during which **We** cancelled. If permitted in **Your** state, **We** will deduct claims paid and pending payment from any cancellation refund due. A ten percent (10%) penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days after termination of this Contract.

- 8. **We** may rescind this Contract, if at any time, it is discovered that any information reported by **You** in the Application was in any way inaccurate and the inaccurate information relates to the **Vehicle** being eligible for coverage under this Contract. In addition, **We** may rescind this Contract if it is discovered that the **Vehicle** never qualified for the Contract, was ever deemed a salvage vehicle, rebuilt vehicle, Lemon Law Buy-Back vehicle, or a vehicle with a Branded Title. If **We** rescind this Contract prior to claims being paid, the purchase price will be refunded. If permitted in **Your** state, **We** may deduct claims paid and pending payment from any refund due.
- 9. By acceptance of this Contract, **You** attest that all statements contained in the Application are complete and accurate and acknowledge that this Contract is issued in reliance upon the truth of such representations.

### **STATE SPECIFIC PROVISIONS**

These provisions amend or supplement the terms of this Contract in **Your** State.

**ALABAMA:** If **You** cancel this Contract after it has been in force for thirty (30) days, a \$25.00 cancellation fee will be withheld from any refund made.

**ALASKA:** The exclusion for Snow Plows contained in What Is Not Covered, Section 6C in **Your Coverage Plan** document only applies to Commercial Snow Plows. The cancellation fee **We** may retain will be \$35.00 or a fee of not more than 7.5% of the unearned payment amount, whichever is less. **We** may cancel only for the following reasons: **Your** nonpayment of the purchase price, the discovery of fraud or material misrepresentation by **You** in obtaining this Contract or in pursuing a claim under this Contract, physical changes in the **Vehicle** that result in the **Vehicle** becoming ineligible for coverage under this Contract, or a substantial breach of duties by **You** related to the **Vehicle**. In the event **We** cancel this Policy for fraud or material misrepresentation, **We** will provide **You** with twenty (20) days written notice. If **We** cancel for any other reason, **We** will give **You** thirty (30) days written notice of cancellation stating the reason for termination. All time limits within which **You** must send **Us** documentation including, but not limited to, those time limits in What This Contract Covers, and Conditions of Coverage, Sections 2F and 3, will be waived and **Your** claim will not be denied unless **We** can show that **We** were prejudiced by **Your** inability to submit the requested information or documentation within said time limits. The coverage under this Contract shall not be excess over coverage afforded by another service contract covering the Vehicle. In Alaska, Mercury Select Management Company, Inc. is insured to the extent of its obligations for **Mechanical Breakdown** under the Vehicle Mechanical Service Contract by a policy of insurance issued by American Mercury Insurance Company, P.O. Box 728866, Oklahoma City, Oklahoma 73172-8866, 1-800-654-8455. If for any reason **You** have not received payment or service on a claim within thirty (30) days of submission of proof of loss to **Us**, or **We** fail to provide a refund, or otherwise do not fulfill **Our** obligations under this Contract, **You** may make a claim directly with American Mercury Insurance Company at P.O. Box 728866, Oklahoma City, Oklahoma 73172-8866 or 1-800-654-8455.

**ARIZONA:** In the state of Arizona, the provisions, requirements and limitations of What Is Not Covered in **Your Coverage Plan** document shall only apply while the **Vehicle** is owned by **You**. **We** may not cancel, void this contract or declare a **Vehicle** as being ineligible for this program based upon the **Vehicle** being determined; gray market, high performance or GM diesel auto. Wherever the terms of this Contract and the laws of the State of Arizona conflict, the laws of the State of Arizona will control the terms of this Contract. If **You** cancel this Contract after it has been in force for thirty (30) days, **We** may retain a \$25.00 cancellation fee or a fee not to exceed 10% of the payment amount. **We** may not cancel or void this Contract for preexisting conditions if they were not known and would not have been reasonably known by a visual inspection, operation of the system and a mechanical test.

**COLORADO:** Mercury Select Management Company, Inc. is insured to the extent of its obligations for Mechanical Breakdown reimbursement under this Vehicle Mechanical Breakdown Service Contract by a policy of insurance issued by American Mercury Insurance Company, P.O. Box 728866, Oklahoma City, Oklahoma, 73172-8866, Policy No. 0741001-CO. If for any reason **You** have not received payment or service on a claim, **You** should contact American Mercury Insurance Company, P. O. Box 728866, Oklahoma City, Oklahoma, 73132 or 1-800-654-8455.

**CONNECTICUT:** If **Your Vehicle** is in the custody of a licensed repair facility for covered repair(s) during the first 12-months of this Contract term, and this Contract expires by the expiration of time or mileage during the first 12-months of the Contract term, the Contract term will be extended by the number of days required to perform the repair(s) or extended by the number of miles

driven by the repair facility(s) during the repair visit(s). The new Contract expiration will be the adjusted date or adjusted expiration mileage, whichever occurs first. Mercury Select Management Company, Inc. is insured to the extent of its obligations for Mechanical Breakdown reimbursement under the Vehicle Mechanical Breakdown Service Contract by a policy of insurance issued by American Mercury Insurance Company, P.O. Box 728866, Oklahoma City, OK 73172-8866. If for any reason **You** have not received payment or service on a claim, **You** should contact American Mercury Insurance Company, P. O. Box 728866, Oklahoma City, Oklahoma, 73172-8866 or 1-800-654-8455. If **We** are unable to resolve any disputes with **You** regarding this Contract, **You** may file a written complaint with the State of Connecticut Insurance Department, PO Box 816, Hartford, CT 06142-0816 ATTN: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the item subject to this Contract, the cost of repair to the item and a copy of this Contract. **You** have the right to cancel the Contract if **You** return the covered **Vehicle** or if the covered **Vehicle** is sold, lost, stolen, or destroyed.

**FLORIDA:** A claim may not be made against the Florida Insurance Guaranty Association by virtue of **Your** purchase of this Contract. The rate charged for this Contract is not subject to regulation by The Florida Office of Insurance Regulation. If **You** cancel this Contract within sixty (60) days of its purchase and a claim has been paid, **You** will receive a refund of 100% of the gross amount paid for this Contract, less any claims paid or pending payment. **We** will retain a cancellation fee of \$35.00 or five percent (5%) of the payment amount, whichever is less. **You** may cancel this Contract after it has been in force for sixty (60) days, and in that event, **Your** refund will be at least ninety percent (90%) of the appropriate pro-rata refund based upon the amount **You** paid for this Contract and the number of days or odometer miles this Contract has been in force, in relation to the time and mileage terms of this Contract, whichever refund amount is less, less claims paid or pending payment under this Contract. After this Contract has been in effect for (sixty) 60 days, **We** may only cancel for the following reasons: material misrepresentations or fraud by **You** at the time of the sale, or non-payment of fees. If **We** cancel this Contract in no event will **Your** refund will be less than 100% of the pro-rata refund based upon the amount **You** paid for this Contract and the number of days or odometer miles this Contract has been in force, in relation to the time and mileage terms of this Contract, whichever refund amount is less, less any claims paid or pending payment under this Contract.

**GEORGIA:** This is not a contract of insurance. The exclusion for Mechanical Breakdowns caused by sludge contained in What is Not Covered, Section 5A is not applicable in Georgia. The provisions of What is Not Covered Sections 5F and 6E in **Your** Coverage Plan document apply only while the **Vehicle** is owned by **You**. The provisions of What is Not Covered Section 5F in **Your** Coverage Plan document regarding Mechanical Breakdowns that exist prior to the effective date of this Contract, only apply if they are known by **You**. General Provisions, Section 8, is amended for the state of Georgia to: **We** may deny coverage under this contract if, at any time, it is discovered that the **Vehicle** never qualified for the contract; in such case the purchase price will be refunded. If **You** choose a Plan that contains a claim exclusion period for days or mileage, the exclusion period will be added to the Contract term at the expiration. **We** will not charge a cancellation fee if this Contract is cancelled for any reason. **We** may only cancel this Contract for material misrepresentation or fraud by **You** at any time relating to this Contract and **Your** failure to pay the purchase price or any Monthly Renewal Payment thereof. In the event **We** cancel this Contract for material misrepresentation or fraud by **You**, **We** will mail **You** notice of cancellation at least 30 days prior to the cancellation date. In the event **We** cancel this Contract for failure to pay the purchase price or any Monthly Renewal Payment thereof, **We** will mail **You** notice of cancellation at least 10 days prior to the cancellation date.

**HAWAII:** The obligations of Mercury Select Management Company, Inc. under this Contract are backed by the full faith and credit of Mercury Select Management Company, Inc. If **We** cancel this Contract for any reason other than nonpayment of fees, material misrepresentation by **You**, or a substantial breach of **Your** duties under this Contract related to the **Vehicle**, **We** will mail to **You** notice of cancellation at least five (5) days prior to cancellation.

**IDAHO:** Only **Mechanical Breakdowns** that occurred prior to the effective date of this Contract are excluded under What is Not Covered Section 5F in **Your** Coverage Plan document. Coverage afforded under this Service Contract is not guaranteed by the Idaho Insurance Guaranty Association. **You** may contact the Idaho Department of Insurance, Consumer Affairs at 700 W State Street, 3rd Floor, PO Box 83720, Boise ID 83720-0043, 1-800-721-3272, or [www.DOI.idaho.gov](http://www.DOI.idaho.gov).

**ILLINOIS:** The definition of **Mechanical Breakdown** shall include Normal Wear to a Covered Component, excluding maintenance and service items. Normal Wear means the premature deterioration of a Covered Component beyond the **Vehicle** manufacturer's acceptable tolerances which results in a **Mechanical Breakdown**. If **You** cancel this Contract after the expiration of thirty (30) days of the purchase date, **We** will retain a cancellation fee not to exceed the lesser of ten percent (10%) of the payment price or \$50.00.

**INDIANA:** This service contract is not insurance and is not subject to Indiana insurance law.

**IOWA:** This Contract is subject to all applicable provisions of the Iowa Consumer Credit Code, Chapter 537. The Motor Vehicle Service Contract Act is administered by the Commissioner of Insurance of the State of Iowa: Commissioner of Insurance, State of Iowa, 1962 Bell Ave., Ste. 100, Des Moines, IA 50315, 515-654-6600. A ten percent (10%) penalty shall be added each month to a refund that is not paid to **You** within thirty (30) days of the return of this Contract to **Us**.

**LOUISIANA:** This Contract is not insurance and is not regulated by the Louisiana Department of Insurance. Any concerns or complaints about this Contract may be directed to the Louisiana Attorney General. **Your** Contract is cancellable and refundable upon request to Mercury Select Management Company, Inc.

**MAINE:** Obligations of Mercury Select Management Company, Inc. are backed by the full faith and credit of Mercury Select Management Company, Inc., P. O. Box 728866, Oklahoma City, Oklahoma, 73172-8866, and are not guaranteed under a service contract reimbursement insurance policy. The cancellation fee **We** charge will not exceed 10% of the payment amount.

**MARYLAND:** This Contract will be extended automatically if **We** fail to perform services as declared in this Contract, and the Contract will not terminate until the services are provided in accordance with the terms of this Contract. The Repair cost under a Covered Claim will include any necessary teardown and diagnostic costs.

**MINNESOTA:** The right to void this Contract is not transferable and applies only to the original Contract purchaser and only if no claim has been made hereunder.

**MISSISSIPPI:** We may only cancel this Contract for nonpayment of the purchase price, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** which relate to the **Vehicle**. Only in the event **You** cancel this Contract after the expiration of the thirty (30) day free look period will **We** retain a cancellation fee not to exceed the lesser of ten percent (10%) of the payment amount. The right to void this Contract is not transferable and applies only to the original Contract purchaser and only if no claim has been made hereunder.

**MISSOURI:** If **You** cancel this Contract within sixty (60) days of the purchase date and a claim has been paid or is pending, **You** will receive a full refund of the payment amount, less claims paid or pending payment. If **We** cancel this Contract, **We** must give **You** forty-five (45) days prior written notice of cancellation. **We** will retain a reasonable cancellation fee only if **You** cancel after this Contract has been in force for thirty (30) days not to exceed \$50.

**NEVADA:** Wherever the terms of this Contract and laws of the State of Nevada conflict, the laws of the State of Nevada shall control the terms and conditions of this Contract. The language in What is Not Covered, Section 6E in **Your** Coverage Plan document is amended and replaced by the following: "This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to **Your Vehicle**, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if **Your Vehicle** is modified or repaired in an unauthorized or non-manufacturer-recommended manner, **We** will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or nonmanufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract." If **You** are not satisfied with the way **We** have handled **Your** claim, **You** may contact the Nevada Commissioner of Insurance at 1-888-872-3234. **Your** right to cancel this Contract applies at any time. A cancellation fee will apply only in the event **You** cancel this Contract and shall not exceed \$25.00. No paid or pending claims will be deducted from any refund owed. Any applicable refund due **You** will be made within 45 days after the cancellation date. After this Contract has been in force for seventy (70) days **We** may not cancel before the expiration of the term of this Contract or one (1) year after the effective date of this Contract, whichever occurs first except on the following grounds: failure by **You** to pay any amount when due; discovery of fraud or material misrepresentation by **You** in obtaining this Contract, or in presenting a claim for service under this Contract; discovery of an act or omission by **You** or a violation by **You** of any condition of this Contract which occurred after the effective date of this Contract and which substantially and materially increases the service required hereunder, or; a material change in the nature or extent of the required service or repair which occurs after the effective date of this Contract and which causes such service or repair to be substantially and materially increased beyond that contemplated at the time this Contract was issued. In the event **We** cancel this Contract, **We** will provide at least fifteen (15) days' written notice of cancellation to **You**. The right to void this Contract is not transferable and applies only to the original Contract purchaser and only if no claim has been made hereunder.

**NEW HAMPSHIRE** – In the event **You** don't receive satisfaction under this Contract, **You** may contact the New Hampshire Insurance Department, 21 South Fruit St., Ste. 14, Concord, NH, 03301, (603) 271-2261. Obligations of Mercury Select Management Company, Inc. are backed by the full faith and credit of Mercury Select Management Company, Inc., P. O. Box 728866, Oklahoma City, Oklahoma, 73172-8866.

**NEW JERSEY:** If **You** cancel this Contract within thirty (30) days of the purchase date, **You** will receive a full refund.

**NEW MEXICO:** If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the New Mexico Office of Superintendent of Insurance at 1-855-427-5674. **Your** right to cancel this Contract applies at any time. If **You** cancel this Contract, **We** may only charge a cancellation fee not to exceed ten percent (10%) of the payment amount. After this Contract has been in force for seventy (70) days **We** may not cancel before the expiration of the term of this Contract or one (1) year after the effective date of this Contract, whichever occurs first except on the following grounds: Failure by **You** to pay any amount when due; discovery of fraud or material misrepresentation by **You** in obtaining this Contract, or in presenting a claim for service under this Contract; discovery of an act or omission by **You** or a violation by **You** of any condition of this Contract which occurred after the effective date of this Contract and which substantially and materially increases the service required hereunder. No cancellation of this Contract shall become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**.

**NEW YORK; OBLIGATIONS OF MERCURY SELECT MANAGEMENT COMPANY, INC. ARE BACKED BY THE FULL FAITH AND CREDIT OF MERCURY SELECT MANAGEMENT COMPANY, INC.,** P. O. Box 728866, Oklahoma City, Oklahoma, 73172-8866. A ten percent (10%) penalty shall be added each month to a refund that is not paid to **You** within thirty (30) days of the return of the service Contract to **Us**.

**NORTH CAROLINA:** We may only cancel this Contract for nonpayment of the purchase price or a direct violation by **You** of the following terms: General Provisions, Section 7; What is Not Covered, Section 6C and E in **Your** Coverage Plan document ; and Conditions of Coverage, Section 1A. If this Contract is cancelled and a pro-rata refund is due, **We** will deduct from any pro-rata refund a reasonable administration fee not to exceed ten percent (10%) of the amount of the pro-rata refund.

**OKLAHOMA:** This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, AUTO WARRANTY COMPANY, OR SERVICE CONTRACT COMPANY, OR ANY OTHER PERSON, OR FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY. The State of Oklahoma Department of Insurance does not review or approve commercial service warranty language. If **You** cancel this Contract within the first thirty (30) days and no claim has been authorized or paid, **You** are entitled to a full refund. If **You** cancel the Contract after thirty (30) days or have

made a claim within the first thirty (30) days, **You** will receive no less than ninety percent (90%) of the pro-rata refund based on number of covered days remaining in the Renewal Term during which **You** cancelled divided by the original number of days in the Renewal Term during which **You** cancelled, whichever refund amount is less, less the actual cost of any service provided under this Contract. If **We** cancel this Contract in no event will **Your** refund be less than 100% of the pro-rata refund based upon the amount **You** paid for this Contract and the number of days or odometer miles this Contract has been in force, in relation to the time and mileage terms of this Contract, whichever refund amount is less, less the actual cost of any service provided hereunder.

**OREGON:** If this Contract has been in effect for more than thirty (30) days, **We** may cancel only for the following reasons: nonpayment of premium, fraud or material misrepresentation affecting the Contract or in the presentation of a claim, or violation of any terms or conditions of the Contract. In the event **We** cancel this Contract for nonpayment of premium, **We** will provide **You** with ten (10) days written notice. If **We** cancel for any other reason, **We** will give **You** thirty (30) days' notice of cancellation stating the reason for termination. The Obligor under this Contract is Mercury Select Management Company, Inc., P. O. Box 728866, Oklahoma City, OK, 73172.

**SOUTH CAROLINA:** Obligations of Mercury Select Management Company, Inc. under this Contract are backed by the full faith and credit of Mercury Select Management Company, Inc. If **You** have any questions regarding **Your** Contract, **You** may contact the South Carolina Department of Insurance, 1201 Main St., Ste. 1000, Columbia, SC 29201 or (803) 737-6160. In the event **You** terminate this Contract within thirty (30) days of the purchase date and no claims have been paid, **We** will provide **You** with a refund of the amount paid for this Contract. This right is not transferable and shall only apply to **You** if **You** are the original Contract purchaser.

**TEXAS:** Unresolved complaints concerning **Us**, this Contract, or the regulation of service contract providers may be addressed to the TX Dept of Licensing and Regulation at 920 Colorado, P. O. Box 12157, Austin, TX, 78711, 512-463-6599. If **You** cancel within sixty (60) days of the purchase date and claims have been paid or are pending payment, **You** will receive a full refund less claims paid or pending payment. **You** will be charged a cancellation fee only if **You** cancel this Contract after it has been in force for thirty (30) days.

**UTAH:** Failure to file any proof of loss required by this Contract within the time specified herein does not invalidate a claim made by **You** if **You** show that it was not reasonably possible to file the proof of loss within the prescribed time and that proof of loss was filed as soon as reasonably possible. If the Maximum Liability payment is not being made to a repair facility toward actual covered repairs, the payment will be made to **You**.

**COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE UTAH PROPERTY AND CASUALTY GUARANTY ASSOCIATION.** This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

In CONDITIONS OF COVERAGE, EMERGENCY REPAIRS, the following text is removed in its entirety: "***A Mechanical Breakdown may occur that is unexpected and is of a serious and urgent nature which renders the Vehicle inoperable or unsafe to operate during a weekend or after Our normal business hours. In this case, if You are unable to reach Us to obtain Prior Authorization before repairs are fully completed,***".

**The purchase of this Contract is optional and is not required in order to finance, lease, or purchase a motor vehicle.** **We** may cancel this Contract only for the following reasons: material misrepresentation by **You**; substantial breaches of contractual duties, conditions or warranties by **You**; or nonpayment of the purchase price or any Monthly Renewal Payment by **You**. If **We** cancel this Contract for any reason other than nonpayment of the purchase price or any Monthly Renewal Payment by **You**, **We** will provide **You** with thirty (30) days written notice of cancellation. If **We** cancel this Contract for nonpayment of the purchase price or any Monthly Renewal Payment by **You**, **We** will provide **You** with ten (10) days written notice of cancellation.

**VIRGINIA** - If any promise made in this Contract has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contractproviders.shtml](http://www.vdacs.virginia.gov/food-extended-service-contractproviders.shtml) to file a complaint.

**WISCONSIN: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** **We** may not deny a claim: 1) solely because **You** fail to obtain Prior Authorization of a claim. However, if **You** do not obtain Prior Authorization of a claim, and **You** are unable to provide sufficient documentation for **Us** to determine if the **Mechanical Breakdown** is covered by this Contract, **Your** claim may be denied; 2) solely because **You** fail to remit the required documentation within the time set out in this Contract; or 3) solely because **You** fail or are unable to provide **Maintenance Records** unless lack of maintenance will either increase the risk of **Mechanical Breakdown** or contribute to the **Mechanical Breakdown** for which a claim is presented. Mercury Select Management Company, Inc. is insured to the extent of its obligations for **Mechanical Breakdown** under this Vehicle Service Contract by a policy of insurance issued by American Mercury Insurance Company, P.O. Box 728866, Oklahoma City, Oklahoma 73172-8866, 1-800-654-8455. If for any reason **You** have not received payment or service on a claim within sixty (60) days of submission of proof of loss to **Us**, if **We** fail to provide a refund or otherwise do not fulfill Our obligations under this Contract, or **We** become insolvent or otherwise financially impaired, **You** may make a claim directly with American Mercury Insurance Company at P.O. Box 728866, Oklahoma City, Oklahoma 73172-8866 or 1-800-654-8455. **We** may only cancel this Contract for nonpayment of the purchase price, material misrepresentation by **You** to **Us**, or a substantial breach of **Your** duties relating to the **Vehicle** or its use. If **We** cancel for any reason other than nonpayment of the purchase price, **We** shall refund to **You** 100% of the unearned pro-rata purchase price. **We** may charge a reasonable fee for cancellation not to exceed ten percent (10%) of the payment amount. The right to void this Contract is not transferable and applies only to the original Contract purchaser and only if no claim has been made hereunder.



**UNLESS OTHERWISE SET OUT IN THE STATE SPECIFIC PROVISIONS. THE FOLLOWING APPLIES IN ALL STATES** –

Mercury Select Management Company, Inc. is insured to the extent of its obligations for **Mechanical Breakdown** under the Vehicle Mechanical Service Contract by a policy of insurance issued by American Mercury Insurance Company, P.O. Box 728866, Oklahoma City, Oklahoma 73172-8866, 1-800-654-8455. If for any reason **You** have not received payment or service on a claim within sixty (60) days of submission of proof of loss to **Us**, or **We** fail to provide a refund, or otherwise do not fulfill **Our** obligations under this Contract, **You** may make a claim directly with American Mercury Insurance Company at P.O. Box 728866, Oklahoma City, Oklahoma 73172-8866 or 1-800-654-8455.

**MERCURY SELECT MANAGEMENT COMPANY, INC.**

P. O. Box 728866, Oklahoma City, OK 73172

CUSTOMER SERVICE, 1-800-654-8455 [CS@mercuryinsurance.com](mailto:CS@mercuryinsurance.com)

**NATIONAL CLAIMS SERVICE 1-800-654-8455 [MC@mercuryinsurance.com](mailto:MC@mercuryinsurance.com)**

**For Towing/Road Service and Lost Key/Lockout Assistance, Call 1-888-833-1287**

SAMPLE



## MERCURY PROTECT

MERCURY SELECT MANAGEMENT COMPANY, INC.

### SUPREME COVERAGE

THIS DOCUMENT, YOUR APPLICATION AND THE TERMS AND CONDITIONS COMPLETE THE ENTIRE CONTRACT

#### MECHANICAL BREAKDOWN REIMBURSEMENT

During the term of this Contract, and based on the Coverage Plan **You** purchased shown in the Application, **We** will reimburse **You**, or a licensed repair facility, the **Repair Cost** to repair or replace any **Covered Component** of **Your Vehicle** that has experienced a **Mechanical Breakdown**, less any applicable **Deductible**. **The Mechanical Breakdown must occur and be reported during the term of this Contract**, and not during any period of suspension for nonpayment of a Monthly Renewal Payment. **Coverage for any Mechanical Breakdown is subject to the terms and conditions of this Contract**, including the Application and the Coverage Plan Provisions. **You** are responsible for paying the **Deductible** for each repair visit. **You** are responsible for paying the cost to repair or replace any non-covered items or service.

Under **SUPREME** Coverage, **We** will reimburse **You** or a licensed repair facility the **Repair Cost** to repair or replace any **Component** of **Your Vehicle** that has a **Mechanical Breakdown** less any applicable **Deductible**, **subject to** the exclusions listed under WHAT IS NOT COVERED.

#### CUMULATIVE MAXIMUM LIABILITY

OUR CUMULATIVE MAXIMUM LIABILITY UNDER THIS CONTRACT FOR SUPREME COVERAGE IS LIMITED TO \$10,000.00. The Cumulative Maximum Liability will be calculated using all payments under any coverage in this Contract. All claims paid will be included in the calculation of Cumulative Maximum Liability. In the event the Cumulative Maximum Liability has been reached and payment is not being made to a repair facility toward covered repairs, the payment will be made to **You**. Once the Cumulative Maximum Liability has been reached, **Your** rights under this Contract terminate and future coverage and benefits are not available. **We** may deduct any unpaid Monthly Renewal Payment from any Covered Claim amount reaching the Cumulative Maximum Liability.

#### ADDITIONAL COVERAGES

ALL PAYMENTS MADE UNDER ADDITIONAL COVERAGES APPLY TOWARDS THE CUMULATIVE MAXIMUM LIABILITY

#### HYBRID DRIVE BATTERY / ELECTRIC DRIVE BATTERY

*The Deductible applies to this Coverage*

If **Your Vehicle** uses a Hybrid or Electric drive, in the event of a **Mechanical Breakdown** to the Hybrid Drive Battery, Electric Drive Battery, or High Voltage Battery **We** will pay to repair or replace the battery up to a maximum of \$2,000.00 for the entire term of this Contract. This amount will be adjusted for any available core value. This coverage may not apply unless any portion of the coverage term is outside the **Vehicle's** original manufacturer's warranty covering these components. **We** may use replacement batteries of like kind and quality that may be a refurbished battery with an energy capacity (kWh storage) level at or above that of the original battery prior to the **Mechanical Breakdown**. Because the amount of energy that these batteries may store will decrease with time and miles driven, an inspection may be needed prior to repair or replacement to determine if the battery energy capacity (kWh storage) is within the proper limit, given the age and mileage of the **Vehicle**. This coverage excludes the following:

- Any **Mechanical Breakdown** or loss caused by modifications to the **Vehicle's** Hybrid/Electric Drive Battery charging system or NON-Factory installed operating software.

- Any **Mechanical Breakdown** or loss caused by over or undercharging of the Hybrid/Electric Battery, including allowing the battery to stay drained beyond manufacturer's recommendations or allowing the **Vehicle** to remain idle for more than 30 days.
- Damage to, or caused by, external charging stations.
- **Mechanical Breakdowns** that occur during the **Vehicle** manufacturer's Hybrid Drive Battery or Electric Drive Battery warranty period.
- Damage to **Vehicle** engine starter battery or accessory batteries unrelated to the **Vehicle** Hybrid or Electric drive battery.

**RENTAL VEHICLE / RIDESHARE / TRANSPORTATION REIMBURSEMENT**  
*\$0 Deductible*

If a licensed Repair Facility must hold Your Vehicle for a covered repair. We will pay Your actual receipted expenses to rent a replacement vehicle from a licensed rental agency or for the use of transportation services such as ridesharing (e.g., Uber or Lyft), taxi, train fare or car service. Reimbursement will not exceed \$50.00 per day for a maximum of five (5) days for any one Mechanical Breakdown. If a covered repair can't be completed within the first five (5) days of a rental period due to a verifiable parts delay, the five (5) days maximum is extended to ten (10) days. Reimbursement is available beginning on the first day of the covered repair.

**SPECIAL ELECTRONICS**  
*The Deductible applies to this Coverage*

Under this benefit **We** will cover the following additional components: GPS/Navigation System; Night Vision System; Video components (e.g., backup camera, video touch screen, DVD player, video game player); and Proximity sensors.

**This coverage applies to manufacturer-installed base units only and does not include software, cleaning/adjusting, programming, or updates. In addition, the following items are excluded under this coverage: all media (for example: digital storage media, cassettes, compact discs, DVDs, and game cartridges); subscription fees or services; and all handheld wired or remote controls or devices, including wiring to handheld devices.**

**TOWING / ROAD SERVICE / LOST KEY / LOCK OUT**  
*\$0 Deductible*

- In the event **Your Vehicle** becomes disabled, or inoperable during the term of this Contract, Towing and Road Service is available, limited to (1) one occurrence per 24-hour period. This coverage excludes vehicle disablement caused by accident or collision.
- In the event the keys to **Your Vehicle** are lost, broken, or locked in **Your Vehicle** during the term of this Contract, Lost Key/Lockout service is available, limited to (1) one occurrence per 24-hour period.
- **You** must pay any amounts that exceed the coverage limits, \$100.00 per occurrence for Towing, Road Service, or Lost Key/Lockout Service.
- To utilize the Towing, Road Service, Lost Key or Lock Out benefits, call **1-888-833-1287** and provide **Your Vehicle's** Identification Number (VIN).

**WHAT IS NOT COVERED**

**NOT ALL COMPONENTS OF YOUR VEHICLE ARE COVERED UNDER THIS CONTRACT. THE COMPONENTS AND CONDITIONS LISTED BELOW ARE SPECIFICALLY NOT COVERED UNDER THIS CONTRACT.**

1. REPAIR OR REPLACEMENT OF COMPONENTS THAT ARE RECOMMENDED OR REQUIRED SOLELY BY THE ENACTMENT OF ANY LOCAL, STATE, OR FEDERAL LAW, RULE OR REGULATION. THIS CONTRACT DOES NOT COVER ANY REPAIR OR REPLACEMENT OF COMPONENTS RECOMMENDED OR REQUIRED SOLELY BY A MANUFACTURER'S RECALL, TECHNICAL BULLETIN OR MANUFACTURER UPDATE WHEN NO FAILURE HAS OCCURRED.
2. NON-MECHANICAL, NON-ELECTRICAL, NON-PNEUMATIC OR NON-HYDRAULIC COMPONENTS; AUDIO SPEAKERS; BATTERIES (UNLESS OTHERWISE STATED IN THIS CONTRACT); WATER AND WIND/AIR LEAKS; TRIM; MOLDINGS; BRIGHT METAL OR PLASTIC; APPEARANCE ITEMS; BUMPERS; CABLES; CHASSIS; CLAMPS; FASTENERS (I.E., NUTS, BOLTS, STUDS, CLIPS, ETC.)(1); CONVERTIBLE TOPS AND THEIR MECHANISMS; EXHAUST/EGR SYSTEM; AIR PUMP AND CATALYTIC CONVERTER, PCV SYSTEM; FUEL VAPOR RECOVERY SYSTEM; GASOLINE FUEL INJECTORS THAT DO NOT HAVE AN ELECTRICAL FAILURE; GLASS; GLASS FRAMEWORK & FASTENING ADHESIVES; HOSES; TUBES, LINES, AND FITTINGS(2); MIRRORS(3); MANUAL

**CLUTCH COMPONENTS; PASSENGER/DRIVER RESTRAINT SYSTEMS; SEAT COMPONENTS; SECONDARY IGNITION COMPONENTS; SUSPENSION SPRINGS; TORSION BARS; WHEELS; TIRE PRESSURE SENSORS; CAR PHONES; ULTRACAPACITORS.**

**SECTION 2 FOOTNOTES**

- (1) FASTENERS (I.E., NUTS, BOLTS, STUDS, CLIPS, ETC.) ARE COVERED IN CONJUNCTION WITH A COVERED REPAIR.**
- (2) LINES/FITTINGS: ONLY METAL BRAKE LINES/FITTINGS AND METAL FUEL LINES ARE COVERED.**
- (3) MIRRORS: ONLY MIRROR MOTORS ARE COVERED.**

- 3. SHOP SUPPLIES; ENVIRONMENTAL DISPOSAL CHARGES; NORMAL MAINTENANCE AND SERVICE ITEMS; ALIGNMENTS; ADJUSTMENTS; CALIBRATIONS; SOFTWARE UPDATES; CLEANING; NON-PUBLISHED DIAGNOSTIC LABOR; FILTERS, FLUIDS, LUBRICANTS, REFRIGERANTS (1); A/C ACCUMULATOR/DRIER(2); FUSES; LIGHTS, LAMPS, BULBS, LENSES AND THEIR ASSEMBLIES; WEAR ITEMS; ACCESSORY DRIVE BELTS; BRAKE PADS/SHOES/DRUMS/ROTORS; SHOCKS; STRUTS; TIMING BELTS THAT ARE WORN OR STRETCHED; NOISES WHEN A MECHANICAL BREAKDOWN HAS NOT OCCURRED; AND WIPER BLADES.**

**SECTION 3 FOOTNOTES**

- (1) FILTERS/FLUIDS/LUBRICANTS/REFRIGERANTS ARE COVERED IN CONJUNCTION WITH A COVERED REPAIR.**
- (2) A/C ACCUMULATOR/DRIER IS ONLY COVERED IN CONJUNCTION WITH COMPRESSOR REPLACEMENT.**

- 4. ANY COMPONENT NOT SUPPLIED AS ORIGINAL EQUIPMENT BY THE VEHICLE MANUFACTURER.**
- 5. ANY MECHANICAL BREAKDOWN OR DAMAGE:**
  - A. CAUSED BY RUST, CORROSION, OXIDATION, CONTAMINATION, SLUDGE, OR RESTRICTED OIL PASSAGES;**
  - B. CAUSED BY IMPROPER AMOUNTS OR IMPROPER TYPES OF LUBRICANTS, COOLANTS, REFRIGERANTS OR FILTERS;**
  - C. IF PRIOR AUTHORIZATION IS NOT GIVEN BY US FOR REPAIRS BEING PERFORMED (SEE CONDITIONS OF COVERAGE IN THE TERMS AND CONDITIONS);**
  - D. RESULTING FROM MISUSE OF, ALTERATION OF, TAMPERING WITH, DISCONNECTION OF, MISCHIEF OR VANDALISM TO, THE VEHICLE OR ANY OF ITS COMPONENTS; OR DAMAGES RESULTING FROM COLLISION, ACCIDENTS, WATER (INCLUDING INGESTION OF WATER), FIRE, RIOT, TERRORIST ACTS, WAR, EXPLOSION, LIGHTNING, EARTHQUAKE, HURRICANE, TROPICAL STORM, VOLCANIC ERUPTION, WINDSTORM, HAIL, FLOOD, FREEZING, THEFT, OR OTHER ACTS OF GOD;**
  - E. IF MAINTENANCE RECORDS HAVE BEEN REQUESTED BUT CANNOT BE PRODUCED OR VERIFIED;**
  - F. PRE-EXISTING CONDITIONS THAT MAY REASONABLY BE ASSUMED TO HAVE EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT, THAT OCCUR DURING ANY PERIOD FOR WHICH YOU HAVE NOT PAID FOR COVERAGE, OR THAT OCCUR OR ARE REPORTED AFTER THE EXPIRATION OR CANCELLATION OF THIS CONTRACT;**
  - G. REPAIRS 1) DURING THE ORIGINAL MANUFACTURER'S WARRANTY PERIOD WHETHER OR NOT THAT WARRANTY WAS TRANSFERRED TO YOU; 2) ANY COST, REPAIR, REPLACEMENT OR BENEFIT FOR WHICH THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS INCLUDING RECALLS OR SERVICE BULLETINS; 3) DURING A REPAIRER'S GUARANTEE, A PARTS WARRANTY OR VALID REPAIR AGREEMENT; 4) COVERED BY ANY OTHER LIMITED WARRANTY, SERVICE CONTRACT, OR INSURANCE POLICY COVERING THE VEHICLE, REGARDLESS OF WHETHER THE OBLIGOR UNDER THE OTHER COVERAGE(S) PERFORMS OR FAILS TO PERFORM THEIR OBLIGATIONS; OR 5) INCURRED IN ANY CLAIM EXCLUSION PERIOD REFERENCED IN THE CONTRACT APPLICATION. IN THE EVENT THERE IS ADDITIONAL COVERAGE UNDER ANY OTHER INSURANCE, AGREEMENT, WARRANTY OR SERVICE CONTRACT, THIS COVERAGE SHALL BE CONSIDERED EXCESS TO THE OTHER COVERAGE AND SHALL NOT APPLY OR CONTRIBUTE TO THE PAYMENT OF ANY SUCH LOSS UNTIL ALL SUCH OTHER COVERAGE, AGREEMENT, WARRANTY OR SERVICE CONTRACT HAS BEEN EXHAUSTED.**
  - H. DUE TO CONTINUED OPERATION OF YOUR VEHICLE, OR FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE, AFTER A FAILURE OCCURS (SEE CONDITIONS OF COVERAGE IN THE TERMS AND CONDITIONS);**
  - I. CAUSED BY ENGINE OVERHEATING OR LACK OF LUBRICATION, DUE TO FAILURE OF A NON-COVERED COMPONENT.**
- 6. WE WILL NOT COVER ANY OF THE FOLLOWING:**
  - A. ANY RESULTING OR CONSEQUENTIAL DAMAGE TO A NON-COVERED COMPONENT, OR CAUSED BY, A NON-COVERED COMPONENT EXCEPT AS OTHERWISE PROVIDED HEREIN.**
  - B. ANY CHARGES, COSTS, EXPENSE, INCONVENIENCE, LOSS OF TIME, LOSS OF INCOME OR ANY OTHER CONSEQUENTIAL LOSSES ARISING FROM A MECHANICAL BREAKDOWN NOT COVERED BY THIS CONTRACT, OR ANY OTHER EXPENSES YOU INCUR NOT COVERED BY THIS CONTRACT.**
  - C. IF YOUR VEHICLE IS USED FOR, EQUIPPED FOR, OR IDENTIFIED AS A: SNOWPLOW, RACING, EMERGENCY, OR ANY OTHER EXCLUDED COMMERCIAL-TYPE VEHICLE.**

- D. GRINDING OF VALVES OR OTHER COMPONENT REPAIRS TO IMPROVE COMPRESSION OR CORRECT OIL CONSUMPTION WHEN A DEFINED MECHANICAL BREAKDOWN HAS NOT OCCURRED.
- E. IF ANY ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE TO YOUR VEHICLE, OR YOU ARE USING OR HAVE USED YOUR VEHICLE IN A WAY NOT RECOMMENDED BY THE MANUFACTURER (EXAMPLES INCLUDE, BUT ARE NOT LIMITED TO: ANY CUSTOM OR ADD-ON PART; ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED TIRES; HEAVY DUTY TRAILER HITCHES; EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS; ENGINE MODIFICATIONS; ENGINE OVER-REVVING; IMPROPER SHIFTING. CERTAIN VEHICLE MODIFICATIONS ARE ALLOWED, BUT ANY COMPONENTS ADDED TO THE VEHICLE TO PERFORM SUCH MODIFICATIONS ARE SPECIFICALLY EXCLUDED FROM COVERAGE. THE MAXIMUM BODY/SUSPENSION LIFT COMBINED CANNOT EXCEED SIX (6) INCHES, AND ANY TIRE SIZE MODIFICATION CANNOT EXCEED FOUR (4) INCHES TALLER AND/OR THREE (3) INCHES WIDER THAN THE ORIGINAL MANUFACTURER'S INSTALLED TIRE SIZE.
- F. ENGINE DAMAGE RESULTING FROM THE INGESTION OF WATER THROUGH THE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION).
- G. REPAIRS PERFORMED BY A NON-LICENSED REPAIR FACILITY.
- H. FOR LIABILITIES FOR DAMAGE TO PROPERTY OR FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, REPAIR, MAINTENANCE OR USE OF THE VEHICLE, WHETHER OR NOT RELATED TO ANY COVERED CLAIM OR PART, OR FOR CONSEQUENTIAL LOSSES OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS RESULTING FROM THE OPERATION, MAINTENANCE AND/OR USE OF THE VEHICLE, UNLESS SPECIFICALLY COVERED HEREIN.

IN THE SITUATIONS COVERED BY 6C, AND 6E ABOVE WE MAY CANCEL THIS CONTRACT. ALSO, SEE THE PROVISIONS CONTAINED IN GENERAL PROVISIONS, SECTION 7. CANCELLATION AND THE STATE SPECIFIC PROVISIONS CONTAINED IN YOUR CONTRACT PROVISIONS DOCUMENT.

SAMPLE