

A U T O M O T I V E
MAJOR VALUE
P R O T E C T I O N

Protecting You Against Mechanical Failures!



VEHICLE SERVICE CONTRACT

**Explanation of Mechanical Breakdown
Coverage for Your Vehicle**

Remove tape strip and place CUSTOMER'S copy of the Application here.

NOTE TO THE CUSTOMER

THIS CONTRACT IS NOT VALID
UNLESS A COMPLETED AND SIGNED
APPLICATION PAGE IS ATTACHED.

Contract Provisions - Part B, together with attached, signed Application - Part A, completes the Contract, except the Vehicle Service Contract Application must meet Our underwriting guidelines and is subject to acceptance by the **Administrator**.

CONGRATULATIONS!

Congratulations on **Your Vehicle** purchase. **You** have also selected a comprehensive Vehicle Service **Contract** giving **You** peace of mind and security against **Mechanical Breakdowns** under the terms herein.

CUSTOMER SERVICE

NATIONAL CLAIMS SERVICE

1-800-654-8455



Issued by
Mercury Select Management Company, Inc.

P.O. Box 268866
Oklahoma City, OK 73126-8866

For Towing/Road Service and Lost Key/Lockout assistance, Call 1-888-749-6233.

THINGS TO DO NOW

Verify Application – The Application must be affixed to the inside front cover of this booklet to complete and validate this Contract.

Verify **Coverage** Selected – Not every part of **Your Vehicle** is covered by this Contract. **Coverage** is identified by the **Coverage** box selected: *Platinum, Gold, Silver or Bronze* as shown on the Application of this Contract. Please compare the Level of **Coverage** selected on the Application with the corresponding **Coverage** as listed under the “Section II. What This Contract Covers.” If a box was not checked or is inaccurate, contact **Your** Selling Dealer immediately.

Check **Your Deductible** – Please review the box labeled **DEDUCTIBLE** on **Your** Application. A dollar amount should be indicated in the box which identifies the portion of the covered repair **You** will be required to pay if **You** have a claim. If a dollar amount has not been indicated, contact **Your** Selling Dealer immediately.

NOTE: This Contract is not valid unless **You** have signed the Application and it has been affixed to the inside of the front cover of this booklet.

THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT

Properly Maintain Your Vehicle and KEEP THE RECEIPTS – This Contract is only valid if **Your Vehicle** has been maintained in accordance with the manufacturer’s specifications. Keep copies of all receipts (oil changes, lubrication, transmission/transfer case services, etc.) as proof of maintenance may be required when **You** file a claim.

SEE “SECTION IV. A CONDITIONS OF COVERAGE” FOR SPECIFIC MAINTENANCE REQUIREMENTS.

Obtain authorization **PRIOR** to having work performed that may be covered by this Contract. If you believe the failure may be covered by this Contract, call the **Administrator** directly, or instruct the repair facility performing the work to call and obtain **Prior Authorization** **BEFORE** THE WORK IS PERFORMED.

SEE “SECTION IV. B WHAT TO DO WHEN A BREAKDOWN OCCURS.”

**VEHICLE MECHANICAL SERVICE CONTRACT
FOR NEW AND USED VEHICLES**

Contract Provisions - Part B, together with attached, signed Application - Part A, completes the Contract, except the Vehicle Service Contract Application must meet **Our** underwriting guidelines and is subject to acceptance by the **Administrator**. **Your** coverage is not subject to any verbal representations made by the seller.

Table of Contents

| | |
|---------------------------------------|-------------------------------------|
| Signed Application Page | Must be attached inside front cover |
| I. Definitions | pages 6-7 |
| II. What This Contract Covers | pages 7-13 |
| III. What Is Not Covered | pages 14-15 |
| IV. Conditions of Coverage | pages 16-18 |
| V. General Provisions | pages 18-24 |
| State Specific Provisions | pages 24-28 |
| How to Transfer Your Service Contract | pages 18-19, 21 |
| Emergency Repairs | page 17 & 29 |

CONTRACT PROVISIONS - PART B

SECTION I. DEFINITIONS

In this Contract, certain words appear in dark print. They have the following special meanings:

“We”, “Us”, “Our” or “Administrator” means Mercury Select Management Company, Inc.

“You” and “Your(s)” and “Contract Holder” means the person named as the registered owner of the covered **Vehicle** on the signed Application.

“Vehicle” means only the private passenger automobile or truck listed as the covered **Vehicle** in the signed Application, which is used solely for personal and private use. (Limited commercial usage is available at additional cost.)

“Powertrain Warranty Component” means any component originally covered by the **Vehicle** Manufacturer’s Powertrain Warranty to the first retail owner.

“Diesel Engine Warranty Component” means any component originally covered by the **Vehicle** Manufacturer’s Diesel Engine Warranty to the first retail owner.

“Mechanical Breakdown” means the inability of a properly maintained component to function as intended by the manufacturer. Note: Minor loss of fluid is considered normal and does not constitute a **Mechanical Breakdown**.

“Repair Cost” means the parts and labor expense necessary to repair or replace any **Covered Component** that is the result of a covered **Mechanical Breakdown**, subject to the exclusions set forth herein. **We may use replacement components of a like kind and quality that may be rebuilt, remanufactured, or used.** Parts pricing will be determined by 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 will be determined by a current nationally recognized flat rate labor guide. **Repair Cost** includes the required taxes associated with the covered **Mechanical Breakdown**. **For Bronze, Silver or Gold Coverages, Repair Cost does NOT include non-named or excluded items. For Platinum coverage Repair Cost does NOT include excluded items.**

“Deductible” is the amount shown on the signed Application that **You** are responsible to pay for each repair visit. If a previously **Covered Component** fails for a subsequent time during the term of this Contract, no **Deductible** shall apply to those subsequent repair visits, unless additional **Covered Components** not previously covered are being repaired. In addition, if **You** selected the Reducing Deductible option and paid the appropriate surcharge, the **Deductible** will be waived provided you have repairs made at the dealership where **You** purchased this Contract.

“Maintenance Records” means the original verifiable receipts or invoices which confirm that all **Vehicle** maintenance has been performed as required by this Contract. (Refer to “Conditions of Coverage” and the **Vehicle** maintenance section.)

“Prior Authorization” means **You** must obtain an approval number issued by **Us** prior to repairs being performed on the **Vehicle**. Also see Emergency Repairs.

“Commercial Use” means, but is not limited to, the use of **Your Vehicle** for farming, ranching, rodeo, route work, job-site activities, deliveries, service calls, construction, hauling, daily rental, or carrying passengers for hire, whether **Your Vehicle** is licensed for commercial purposes or not, or registered to a corporation or not. Certain types of **Commercial Use** is allowed only if **You** have paid the **Commercial Use** surcharge at the time of application for this Contract. Surcharged **Commercial Use** coverage absolutely excludes the following types of **Commercial Use**: taxi, rental, mail carrier, snow plow, oil field, police/security, ambulance, shuttle service, tow truck, auto transport, road construction, fire/rescue, waste removal, dump truck, winch truck, hazardous material transportation, racing or competitive driving or any military/federal/state/city/government use.

“Actual Cash Value” means the value of **Your Vehicle** at the time of the **Mechanical Breakdown**, as determined by **Us**.

“Covered Component” for *Bronze, Silver or Gold Coverage* means a component of **Your Vehicle** named in this Contract under “Section II. What This Contract Covers” and is not excluded in “Section III. What Is Not Covered.”

“Covered Component” for *Platinum Coverage* means a component of **Your Vehicle** that is not excluded in this Contract.

“Road Hazard” means any foreign object accidentally driven over on a public highway or road.

SECTION II. WHAT THIS CONTRACT COVERS

COVERAGE A. MECHANICAL BREAKDOWN REIMBURSEMENT

During the term of this Contract, **We** will reimburse **You**, or an authorized repair facility, the **Repair Cost** to repair or replace any **Covered Component** of **Your Vehicle** that has experienced a **Mechanical Breakdown**, less the **Deductible**. **THE MECHANICAL BREAKDOWN MUST OCCUR AND BE REPORTED DURING THE TERM OF THIS CONTRACT. Coverage for any Mechanical Breakdown is subject to the terms and conditions of this Contract, including the Proof of Registration and the Application. You must pay the Deductible for a repair or replacement of Covered Components for each repair visit, and You must pay for any non-covered items.**

BRONZE COVERAGE

Engine Covered Components are: Cylinder block; Cylinder head(s); Turbocharger/Supercharger and their internal components and mounts; Timing gears; Timing/Balance shaft chain/belt, guides, tensioners, sprockets and cover; Flywheel/Flex-plate; Harmonic balancer; Oil pan; Oil pump; Intake manifold; Valve cover(s); Wastegate; Engine oil and filter in conjunction with covered repairs.

Transmission/Transaxle Covered Components are: Transmission and transaxle cases and their internal components and mounts; Torque

BRONZE COVERAGE Continued

converter; Vacuum modulator; Transmission oil cooler; Gear shift lever; Transmission shift linkage; Pan; Transmission fluid and filter in conjunction with covered repairs.

Transfer Case Covered Components are: Transfer case and all internal components and mounts, Transfer case fluid in conjunction with a covered repair.

Drive Axle Covered Components are: Final drive and axle housings and their internal components; Axles; Axle shafts and bearings; Propeller shafts; Hubs; Constant velocity joints; Universal joints; Center bearings; Yokes; Hub bearings; Locking rings; Drive axle fluid in conjunction with covered repairs.

For Bronze Coverage, Seals and Gaskets are covered only in conjunction with a covered repair.

Bronze Coverage is limited to the above named components. ANY PART NOT LISTED ABOVE IS NOT COVERED.

SILVER COVERAGE

Engine Covered Components are: Cylinder block; Cylinder head(s); Turbocharger/Supercharger and their internal components and mounts; Timing gears; Timing/Balance shaft chain/belt, guides, tensioners, sprockets and cover; Flywheel/Flex-plate; Harmonic balancer; Oil pan; Oil pump; Intake manifold; Valve cover(s); Wastegate; Engine oil pressure gauge; Engine oil and filter in conjunction with covered repairs.

Transmission/Transaxle Covered Components are: Transmission and transaxle cases and their internal components and mounts; Torque converter; Vacuum modulator; Transmission oil cooler; Gear shift lever; Transmission shift linkage; Pan; Transmission fluid and filter in conjunction with covered repairs.

Transfer Case Covered Components are: Transfer case and all internal components and mounts; Transfer case fluid in conjunction with a covered repair.

Drive Axle Covered Components are: Final drive and axle housings and their internal components; Axles; Axle shafts and bearings; Propeller shafts; Hubs; Constant velocity joints; Universal joints; Center bearings; Yokes; Hub bearings; Locking rings; Drive axle fluid in conjunction with covered repairs.

SILVER COVERAGE Continued

Suspension Covered Components are: Wheel bearings; Sway bar and its bushings and linkage; Upper and lower control arms; Control arm shafts and bushings; Upper and lower ball joints; Strut bar; Spindle and support.

Steering Covered Components are: Gear housing, rack assembly and their internal components; Control valve and cylinder; Power cylinder assembly; Steering column shaft(s) and their couplings/bearings; Steering knuckle; Power steering pump, pulley, and mounting bracket; Pitman arm; Idler arm; Drag link; Steering column bearings; Power steering fluid in conjunction with covered repairs.

Engine Cooling Covered Components are: Radiator fan motor; Water pump and pulley; Fan clutch; Fan shroud; Radiator coolant recovery unit; Electric radiator fan motor relay/switch; Electric radiator fan motor sensor; Engine coolant temperature gauge; Engine coolant in conjunction with covered repairs.

Brake Covered Components are: Master cylinder; Power brake assist boosters; Backing plate assembly; Brake pedal assembly; Parking brake pedal; Parking brake cable; Parking brake release mechanism; Self adjusters; Brake lines and fittings; Brake fluid in conjunction with covered repairs.

Ignition and Charging Covered Components are: Alternator; Voltage regulator; Ignition coil; Electronic ignition module; Electronic ignition distributor; Throttle position sensor; Fuel control temperature sensor; Idle control actuator; Manifold vacuum sensor; Crankshaft position sensor; Camshaft position sensor; Alternator pulley and mounting bracket; Igniter; Volt/Amp gauge.

Electrical Covered Components are: Starter motor; Starter motor drive; Starter motor solenoid; Wiper motors; Manually operated electrical switches; Horn and horn relay; Electric window motors; Electric mirror motors; Cruise control module; Cruise control actuator; Electric door lock relay and actuator; Electric trunk/tailgate/hatchback actuators; Backup light switch; Brake light switch; Door operated courtesy light switches; Neutral safety switch; Windshield washer pump; Cigarette lighter(s); Auxiliary power point; Tachometer; Headlamp dimmer switch; Map lights; Clock.

Fuel System Covered Components are: Fuel tank; Fuel pump; Accelerator pedal; Fuel pressure regulator; Fuel level sending unit; Accelerator pedal linkage; Fuel pressure sensor; Fuel pump relay; Fuel shutoff control; Fuel tank filler pipe; Metal fuel lines; Fuel gauge.

Factory Installed Air Conditioning Covered Components are: Compressor; Accumulator/Drier only in conjunction with compressor replacement; Condenser; Evaporator; Compressor clutch and coil; Compressor pulley and mounting bracket; Expansion valve; Orifice tube; Idler pulley and bearing; Manual temperature control selector head; Blower motor; Heater control valve; Idler pulley tensioner; Refrigerant and oil in conjunction with a covered repair.

For Silver Coverage, Seals and Gaskets are covered only for the above listed components.

Silver Coverage is limited to the above named components. ANY PART NOT LISTED ABOVE IS NOT COVERED.

GOLD COVERAGE

Engine Covered Components are: Cylinder block; Cylinder head(s); Turbocharger/Supercharger and their internal components and mounts; Timing gears; Timing/Balance shaft chain/belt, guides, tensioners, sprockets and cover; Flywheel/Flex-plate; Harmonic balancer; Oil pan; Oil pump; Intake manifold; Exhaust manifold; Valve cover(s); Wastegate; Engine oil pressure gauge; Engine oil and filter in conjunction with covered repairs.

Transmission/Transaxle Covered Components are: Transmission and transaxle cases and their internal components and mounts; Torque converter; Vacuum modulator; Transmission oil cooler; Gear shift lever; Electronic shift control processor; Electronic shift control sensor; Transmission shift linkage; Pan; Four wheel drive actuator; Transmission fluid and filter in conjunction with covered repairs.

Transfer Case Covered Components are: Transfer case and all internal components and mounts, Transfer case fluid in conjunction with a covered repair.

Drive Axle Covered Components are: Final drive and axle housings and their internal components; Axles; Axle shafts and bearings; Propeller shafts; Hubs; Constant velocity joints; Universal joints; Center bearings; Yokes; Hub bearings; Locking rings; Differential cover; Drive axle fluid in conjunction with covered repairs.

Suspension Covered Components are: Wheel bearings; Sway bar and its bushings and linkage; Upper and lower control arms; Control arm shafts and bushings; Upper and lower ball joints; Radius arm and bushing; Stabilizer bar, links and bushings; Strut bar; Spindle and support; Strut bearings and bushings; Air suspension compressor; Suspension control computer; Suspension control solenoids; Height sensor; Mode selector switch.

Steering Covered Components are: Gear housing, rack assembly and their internal components; Control valve and cylinder; Power cylinder Assembly; Steering column shaft(s) and their couplings/bearings; Steering knuckle; Power steering pump, pulley, and mounting bracket; Dampener; Pitman arm; Tie rods; Tie rod ends; Idler arm; Drag link; Steering column bearings; Steering wheel; Tilt wheel mechanism; Rear wheel steering control valve and sensor; Rear wheel steering control unit; Rear wheel steering shaft and couplings; Rear wheel steering power cylinder(s); Rear wheel steering oil pump; Rear wheel steering stepper motor; Rear wheel steering rack assembly; Power steering fluid in conjunction with covered repairs.

Engine Cooling Covered Components are: Radiator; Radiator fan; Electric fan motor; Water pump and pulley; Water pump housing; Belt tensioner; Fan clutch; Fan shroud; Radiator coolant recovery unit; Electric radiator fan motor relay/switch; Electric radiator fan motor sensor; Engine thermostat; Engine coolant temperature gauge; Hot water valve; Engine coolant in conjunction with covered repairs.

Brake Covered Components are: Master cylinder; Power brake assist boosters; Combination valve; Backing plate assembly; Brake pedal assembly; Accumulator; Parking brake pedal; Parking brake cable; Parking brake release mechanism; Self adjusters; ABS booster pump; ABS control processor; ABS control sensors; ABS control solenoids; ABS modulator valve; ABS valve and accumulator; Brake calipers; Wheel cylinders; Brake lines and fittings; Brake fluid in conjunction with covered repairs.

GOLD COVERAGE Continued

Ignition and Charging Covered Components are: Alternator; Voltage regulator; Ignition coil; Ignition switch; Electronic ignition module; Electronic fuel injection sensors; Electronic fuel injection control units; Electronic ignition distributor; Electronic spark timing control unit; Alternator pulley and mounting bracket; Igniter; Volt/Amp gauge.

Electrical Covered Components are: Starter motor; Starter motor drive; Starter motor solenoid; Wiper motors; Manually operated electrical switches; Horn and horn relay; Electric window motors; Electric mirror motors; Cruise control module; Cruise control actuator; Electric door lock relay and actuator; Electric trunk/tailgate/hatchback actuators; Backup light switch; Brake light switch; Door operated courtesy light switches; Neutral safety switch; Power antenna motor; Rear window defogger unit; Rear window defrost grid; Windshield washer pump; Electric power seat motor; Electric convertible top motor; Electric sunroof motor; Electric headlamp motor; Electronic instrument panel control module; Electronic instrument panel display; Engine wiring harness; Electronic traction control sensors and control module; Electronic suspension air compressor; Factory installed theft alarm system; Factory installed remote keyless entry transmitter/receiver; Inclinator; Cigarette lighter(s); Auxiliary power point; Illuminated vanity mirrors; Tachometer; Trip/Mileage computer; Headlamp dimmer switch; Map lights; Clock.

Fuel System Covered Components are: Fuel tank; Fuel pump; Fuel injection pump; Diesel fuel injectors; Gasoline fuel injectors(for electrical failure only); Accelerator pedal; Fuel pressure regulator; Fuel level sending unit; Accelerator pedal linkage; Fuel pressure sensor; Fuel pump relay; Fuel shutoff control; Fuel tank filler pipe; Metal fuel lines; Fuel gauge; Vacuum pump.

Factory Installed Air Conditioning Covered Components are: Compressor; Accumulator/Drier only in conjunction with compressor replacement; Condenser; Evaporator; Compressor clutch and coil; Compressor pulley and mounting bracket; Expansion valve; Orifice tube; Pressure switches; Idler pulley and bearing; Manual temperature control selector head; Automatic temperature control selector head; Blower motor; Heater control valve; Air ducts; Air registers; Control cables; Power module; Plenum doors; Vacuum motors; Idler pulley tensioner; Heater core; Refrigerant and oil in conjunction with a covered repair.

Audio Center Covered Components are: Factory installed entertainment chassis modules including: Radio; CD player; Magnetic tape player; Graphic equalizer. (Limited to repair only, not replacement)

Chassis Hardware Covered Components are: Ashtrays; Door handles; Door latches; Door locks; door hinges; Hood latch release mechanism; Hood struts; Hood hinges; Hood torsion bars; Ignition switch lock cylinder; Rear hatch struts; Seat tracks; Deck lid latch/release; Deck lid hinges; Deck lid torsion bars; Power seat transmission; Window crank handles; Window regulators; Wiper motor transmission; Altimeter; Compass; Glove box lock and latch.

For Gold Coverage, Seals and Gaskets are covered only for the above listed components.

Gold Coverage is limited to the above named components. ANY PART NOT LISTED ABOVE IS NOT COVERED.

PLATINUM COVERAGE

For Platinum Coverage, **We** will reimburse **You** or an authorized repair facility the **Repair Cost** to repair or replace any **Component** of **Your Vehicle**, not excluded under "SECTION III. WHAT IS NOT COVERED" herein, that has experienced a **Mechanical Breakdown**, less the **Deductible**. The **Mechanical Breakdown** must occur and be reported during the term of this Contract. Coverage for any **Mechanical Breakdown** is subject to the terms and conditions of this Contract, including the Proof of Registration and Application. **You** must pay the **Deductible** for a repair or replacement of **Covered Components** for each repair visit, and **You** must pay for any non-covered items.

Platinum Powertrain Wrap Coverage specifically excludes any Powertrain Warranty Component as defined herein.

Platinum Diesel Wrap Coverage specifically excludes any Diesel Engine Warranty Component as defined herein.

ADDITIONAL COVERAGE FOR ALL PLANS (Sec. II. Paragraphs B. through E.)

COVERAGE B. TOWING/ROAD SERVICE & LOST KEY/LOCK OUT

In the event **Your Vehicle** is disabled during the term of this Contract, towing and other road services are available. 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. To use these services call 1-888-749-6233 and provide **Your Vehicle's** Identification Number (VIN). The service will be dispatched to **You**. **You only pay for any amounts that may exceed the coverage limits, \$75.00 per occurrence for towing/road service and \$35.00 for lost key/lockout service.** Or, **You** may select **Your** own licensed service provider and submit **Your** paid receipts to **Us** for reimbursement, limited to the amounts covered by this Contract.

To report a claim involving a **Mechanical Breakdown**, or for coverage questions, please call the National Claims Service toll-free number **1-800-654-8455**.

COVERAGE C. RENTAL VEHICLE REIMBURSEMENT:

In the event of a **Mechanical Breakdown** of a **Covered Component** that requires **Your Vehicle** to be kept by a repair facility, **You** may wish to rent a substitute vehicle. The substitute vehicle must be rented from a licensed rental agency or the repair facility. Reimbursement is valid only for actual and verifiable expenses incurred from the date of the covered **Mechanical Breakdown** until the date repairs are completed, and excludes any expense for mileage, gasoline, maintenance or insurance charges. Rental Vehicle Reimbursement will not exceed **\$180.00** per repair visit for the entire period required to effect

repairs. If repairs are delayed due to parts unavailability, which is confirmed by Us, You may receive reimbursement for up to 4 additional days of Rental Vehicle Reimbursement per repair visit (\$30 per day for a maximum of \$120), provided a separate additional authorization is obtained from Us. Rental reimbursement is subject to the following schedule:

| Authorized Repair Cost | Maximum Reimbursement |
|------------------------|-----------------------|
| \$0 to \$200 | \$30.00 |
| \$201 to \$500 | \$60.00 |
| \$501 to \$800 | \$90.00 |
| \$801 to \$1,200 | \$120.00 |
| \$1,201 to \$1,800 | \$150.00 |
| \$1,801 and over | \$180.00 |

COVERAGE D. TIRE PROTECTION REIMBURSEMENT

Until the expiration of this Contract or a tread depth of 3/32 of an inch, whichever comes first, **We** will reimburse **You** for the repair, or if necessary, the replacement of any of **Your Vehicle's** tires (original equipment type and size only) that have become damaged or unsafe for use due to a **Road Hazard**. **In no event will Our liability for Tire Protection Reimbursement exceed \$125.00 per repair visit or \$500.00 during the term of this Contract.** The **Deductible**, the Rental, and Emergency Trip Interruption Reimbursements are not applicable to any claim **You** may have under the Tire Protection Reimbursement.

COVERAGE E. EMERGENCY TRIP INTERRUPTION REIMBURSEMENT:

If a covered **Mechanical Breakdown** disables **Your Vehicle** overnight more than 100 miles from **Your** residence, **We** will reimburse **You** for the verifiable and receipted expenses **You** incur for food and accommodations for the first three consecutive days while **Your Vehicle** is being repaired. **Reimbursement for food will not include reimbursement for the purchase of alcoholic beverages. Reimbursement is limited to a maximum of \$75.00 per day and will not exceed \$225.00 per occurrence.**

No **Deductible** applies to Coverage B., C., D., or E.

SECTION III. WHAT IS NOT COVERED

NOT ALL COMPONENTS OF YOUR VEHICLE ARE COVERED BY THIS CONTRACT. ONLY THE COMPONENTS LISTED IN "SECTION II WHAT THIS CONTRACT COVERS" ARE COVERED BY THIS CONTRACT. THE COMPONENTS AND CONDITIONS LISTED BELOW ARE SPECIFICALLY NOT COVERED BY THE TERMS OF THIS CONTRACT.

1. THIS CONTRACT DOES NOT COVER ANY REPAIR OR REPLACEMENT OF COMPONENTS THAT ARE RECOMMENDED OR REQUIRED SOLELY BY THE ENACTMENT OF ANY LOCAL, STATE, OR FEDERAL LAW, RULE OR REGULATION.

2. THE FOLLOWING COMPONENTS ARE SPECIFICALLY EXCLUDED: AUDIO SPEAKERS; BATTERIES; BODY PANELS; BODY SEALS; BUMPERS; CABLES; CARPETING; CHASSIS; CLAMPS; FASTENERS (I.E., NUTS, BOLTS, CLIPS, ETC. UNLESS REQUIRED IN CONJUNCTION WITH A COVERED REPAIR); CONVERTIBLE TOPS AND THEIR MECHANISMS; EXHAUST AND EMISSION SYSTEM COMPONENTS; GASOLINE FUEL INJECTORS THAT DO NOT HAVE AN ELECTRICAL FAILURE; GLASS; INSULATION; HOSES; LINES AND FITTINGS (EXCEPT BRAKE LINES AND FITTINGS); MIRRORS; MANUAL CLUTCH COMPONENTS; PAINT; PASSENGER RESTRAINT SYSTEM; SEATS; SECONDARY IGNITION COMPONENTS; SOFT TRIM/MOLDINGS OR APPEARANCE ITEMS; SUSPENSION SPRINGS; TELEPHONES; TORSION BARS; UPHOLSTERY; WEATHER STRIPPING; WHEEL LUG NUTS/STUDS; WHEELS; WHEEL COVERS; INTERNET COMPUTER; NAVIGATION SYSTEM; VIDEO COMPONENTS; HEADS-UP DISPLAY, AND NIGHT VISION SYSTEMS.

3. THIS CONTRACT SPECIFICALLY EXCLUDES: NORMAL MAINTENANCE AND SERVICE ITEMS; ALIGNMENTS; ADJUSTMENTS; CALIBRATIONS; CLEANING; NON-PUBLISHED DIAGNOSTIC LABOR; FILTERS/FLUIDS/LUBRICANTS/REFRIGERANTS (EXCEPT IN CONJUNCTION WITH A COVERED REPAIR); A/C ACCUMULATOR/DRIER (EXCEPT IN CONJUNCTION WITH COMPRESSOR REPLACEMENT); FUSES; LIGHTS/BULBS/LENSES; SHOP SUPPLIES; ENVIRONMENTAL DISPOSAL CHARGES; WEAR ITEMS; ACCESSORY DRIVE BELTS; BRAKE PADS AND SHOES; BRAKE DRUMS AND ROTORS; SHOCK ABSORBERS; STRUTS; TIMING BELTS THAT ARE WORN OR STRETCHED, AND WIPER BLADES.

4. THIS CONTRACT DOES NOT COVER ANY COMPONENT NOT SUPPLIED AS ORIGINAL EQUIPMENT BY THE VEHICLE MANUFACTURER.

5. IN NO EVENT WILL WE COVER 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 PRIOR TO REPAIRS BEING PERFORMED (SEE CONDITIONS OF COVERAGE);**
- 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, FIRE, FREEZING, ACTS OF GOD, OR THEFT;**

- E. IF MAINTENANCE RECORDS HAVE BEEN REQUESTED BY US BUT CANNOT BE PRODUCED OR VERIFIED;
 - F. THAT EXISTS PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT, THAT OCCURS OR IS REPORTED AFTER THE EXPIRATION OF THIS CONTRACT, OR THAT OCCURS DURING THE VEHICLE MANUFACTURER'S WARRANTY PERIOD, OR A REPAIRER'S GUARANTEE, OR A PARTS WARRANTY;
 - G. IF YOUR VEHICLE'S ODOMETER IS INOPERATIVE, HAS EVER BEEN ALTERED OR TAMPERED WITH, OR THE ACTUAL ACCUMULATED MILEAGE CANNOT BE DETERMINED.
 - 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);
 - I. CAUSED BY ENGINE OVERHEATING DUE TO FAILURE OF A NON-COVERED COMPONENT.
6. IN NO EVENT WILL WE COVER ANY OF THE FOLLOWING:
- A. ANY RESULTING OR CONSEQUENTIAL DAMAGE TO A NON-COVERED COMPONENT, OR CAUSED BY, A NON-COVERED COMPONENT;
 - B. ANY CHARGES, COSTS, EXPENSE, INCONVENIENCE, LOSS OF TIME, LOSS OF INCOME OR ANY OTHER CONSEQUENTIAL LOSSES ARISING FROM A MECHANICAL BREAKDOWN NOT SPECIFICALLY COVERED BY THIS CONTRACT, OR ANY OTHER EXPENSES YOU INCUR NOT SPECIFICALLY COVERED BY THIS CONTRACT;
 - C. IF YOUR VEHICLE IS USED FOR, EQUIPPED FOR OR IDENTIFIED AS A: SNOW PLOW, RACING, EMERGENCY, DELIVERY VEHICLE, OR COMMERCIAL VEHICLE (LIMITED COMMERCIAL USE IS AVAILABLE ONLY IF THE PROPER SURCHARGE HAS BEEN PAID);
 - D. GRINDING OF VALVES OR OTHER COMPONENT REPAIRS TO IMPROVE COMPRESSION OR CORRECT OIL CONSUMPTION WHEN A DEFINED MECHANICAL BREAKDOWN HAS NOT OCCURRED;
 - E. ANY MECHANICAL BREAKDOWN IF ANY ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE TO YOUR VEHICLE, OR YOU ARE USING OR HAVE USED YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO: THE FAILURE OF ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED TIRES, HD TRAILER HITCHES, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS, ENGINE MODIFICATIONS, ENGINE OVER-REVING, OR IMPROPER SHIFTING.

IN THE SITUATIONS COVERED BY 5.E., 5.G., 6.C. AND 6.E ABOVE, OR IN THE EVENT YOUR VEHICLE IS REPOSSESSED OR HAS EVER BEEN DECLARED A TOTAL LOSS, SALVAGE OR REBUILT, WE MAY CANCEL THIS CONTRACT. ALSO, SEE THE PROVISIONS CONTAINED IN "SECTION V. GENERAL PROVISIONS, SUBSECTION I. CANCELLATION."

SECTION IV. CONDITIONS OF COVERAGE

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

A. VEHICLE MAINTENANCE:

1. **You** MUST follow the instructions contained within **Your Vehicle** owner's manual regarding proper operation and scheduled maintenance. **Your Vehicle** manufacturer's maintenance mileage recommendations will be considered the maximum allowable interval between service requirements.
2. **You** MUST retain **Maintenance Records**, as defined herein. 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).
3. In the event of a **Mechanical Breakdown**, **You** will be requested to produce all **Maintenance Records**, proving that proper maintenance has been performed before a **Mechanical Breakdown** will be covered under this Contract, regardless of where maintenance is performed and by whom.
4. **Failure to produce all requested Maintenance Records will cause denial of benefits under this Contract.** A Routine Maintenance and Repair Log is provided to assist **You** in planning and keeping track of the maintenance required on **Your Vehicle**, regardless of where the maintenance is performed.
5. Some examples of maintenance that are recommended by the manufacturer of **Your Vehicle** are:
 - a) Change engine and transmission oils and filters;
 - b) Check other required fluid levels;
 - c) Change air and fuel filters;
 - d) Replace worn timing belt, fan belts, and hoses;
 - e) Tune-ups, adjustments and alignments;
 - f) Inspect C.V. joint boots;
 - g) Flush radiator and replace coolant,
 - h) Re-pack wheel bearings.

Refer to **Your Vehicle** manufacturer owner's manual for all recommended maintenance services. If **You** do not have a **Vehicle** owner's manual **You** must either purchase one from a franchise dealer or **You** may contact **Us** and **We** will provide **You** with the maintenance requirements for **Your Vehicle** as required by this Contract.

B. WHAT TO DO WHEN A BREAKDOWN OCCURS: **You** are responsible for all expenses and **Repair Costs** if it is determined that the failure or the **Mechanical Breakdown** is not covered by the terms of this Contract. If **Your Vehicle** has a failure or **Mechanical Breakdown**:

1. **You** MUST use all reasonable means to protect **Your Vehicle** from further damage. Example: Activated warning lights, oil or temperature

- lights 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.
2. **You** MUST have the repair facility contact **Us** when the **Vehicle** is brought in for service and again when a cause of failure and **Repair Cost** is determined, within **Our** normal business hours, Monday through Friday, 8:00 a.m. - 7:00 p.m. Central Time. **You** must authorize the repair facility to perform any diagnosis or teardown necessary to determine the cause of failure and **Repair Cost**. **You are responsible for all incurred expenses if it is determined that the failure or Mechanical Breakdown is not covered under the terms of this Contract.** National Claims Service toll-free number is **1-800-654-8455**.
 3. **We** may require additional inspections of the **Vehicle** to verify the reported cause of the damage.
 4. **You** MUST NOT authorize repairs until **We** verify that the **Mechanical Breakdown** is covered by this Contract and issue an approval number. **Maintenance Records** may be requested from **You** before an approval number can be issued.
 5. If payment for authorized claims is not made to an authorized repair facility, **We** will reimburse **You** directly. To receive reimbursement of **Your** authorized claim, please 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, the Vehicle Identification Number, and it must identify the repairer. **You** MUST pay any expenses that are not covered by this Contract, including the **Deductible**.
 6. **Documents requesting reimbursement for Your authorized claim must be received within 90 days of the date We provided the approval number. If the required documentation is not received within that time, Your claim will be denied.**

C. EMERGENCY REPAIRS: A failure or **Mechanical Breakdown** may occur that is unexpected, and is of a serious and urgent nature that 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 completed, **You** may, at **Your** own discretion, wish to authorize the necessary emergency repairs. **If any portion of the repairs is being performed during **Our** business hours, **You** must have the repair facility contact **Us** as soon as **We** are open for business after the breakdown occurred, and prior to the repairs being completed, or the claim may be denied. **You are still responsible for all expenses and Repair Costs if it is determined that the failure or the Mechanical Breakdown does not qualify as an emergency repair as defined by this Contract.****

In the case of emergency repairs, **You** MUST complete the Emergency Claim Reimbursement Form and mail it to Mercury Select Management Company, Inc. P.O. Box 268866, Oklahoma City, OK 73126 within 30 days of the date of repair, and include all original paid receipts, **Maintenance Records**, **Your** Contract number, telephone number, and an explanation of the circumstances surrounding

the failure. The emergency repair claim will be processed according to the terms and conditions 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 will be denied.**

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.

SECTION V. GENERAL PROVISIONS

- A.** This is a **Vehicle** Service Contract between **You** and **Us**. It is **NOT** an automobile liability or physical damage insurance policy, nor a warranty or guaranty. It does **NOT** comply with any financial responsibility law or cover consequential loss of any kind.
- B. Contract Period:** This Contract expires at 12:01 a.m. on the expiration date shown in **Your** signed application, or when the number of miles identified as the expiration mileage in **Your** signed application appears on **Your Vehicle's** odometer, whichever occurs first.
- C. Territory:** This Contract applies to a **Mechanical Breakdown** occurring only within the United States of America and Canada.
- D. No Benefit to Bailee:** This Contract shall not, directly nor indirectly, benefit any carrier or bailee for hire.
- E. Your Responsibilities:** It is **Your** responsibility to read and comply with **Your** obligations in this Contract. **Your** obligations include, but are not limited to, maintaining **Your Vehicle** according to the terms of this Contract, protecting **Your Vehicle** from further damage in the event of a **Mechanical Breakdown**, and obtaining **Prior Authorization** for repairs for any **Mechanical Breakdown**. **You** should report all claims according to the procedures listed in "WHAT TO DO WHEN A BREAKDOWN OCCURS."
- F. Your Assistance and Cooperation:** If **We** request **Your** assistance, **You** agree to cooperate with **Us** in investigating any claim under this Contract, in making settlements, and in enforcing any right of contribution or indemnity against any manufacturer or repairer that may be responsible to **You** for the **Repair Cost** of any **Mechanical Breakdown** covered by this Contract. 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. **We** may request **Your** assistance and cooperation on **Our** behalf.
- G. Maximum Liability:** **Our** maximum liability under this Contract is limited to the lesser of the **Actual Cash Value** of **Your Vehicle** or the actual **Repair Cost**, less any applicable **Deductible**.
- H. Transfer:** This Contract is solely for **Your** benefit; however, if **You** sell **Your Vehicle** to another individual, the remaining coverage under this Contract can be transferred one time to the new owner prior to the Contract expiration date, provided that:

1. All the original manufacturer's warranties are also transferred to the new owner;
2. Your Vehicle has not been sold or traded to or through an automobile dealer, auto broker, auto auction or financial institution;
and
3. You provide the new owner all Maintenance Records confirming that Your Vehicle has had all required maintenance and servicing. Both You and the new owner are responsible for ensuring that all Maintenance Records for Your Vehicle are available for review in case of a Mechanical Breakdown.
4. You complete the Transfer Request Form and mail it to Us within fifteen (15) days of a change of ownership, to the address listed below. Be sure to include:
 - a) a certified odometer statement for Your Vehicle, and
 - b) a \$50.00 transfer fee. (A \$40.00 transfer fee is applicable to Arizona and Florida.)

If You die, Your Contract will automatically extend to 1) Your surviving spouse or heir, or 2) Your legal representative, but only while acting within the scope of his duties as such.

TRANSFER REQUEST FORM

This Contract may only be transferred according to the terms of the Contract.

Please read the instructions on pages 18 and 19 of this booklet. Complete the blanks below. Detach from booklet and mail to the address below with the items requested.

MAIL TO: **MERCURY SELECT MANAGEMENT COMPANY, INC.**
MBP OPERATIONS SERVICES
P.O. BOX 268866
OKLAHOMA CITY, OK 73126-8866

| | | | |
|-----------------------------------|------|----------------------------|------------------------|
| Contract Number | | Date Vehicle Sold to Buyer | |
| Name of Dealer Listed on Contract | | | |
| Vehicle Identification Number | | | |
| Year | Make | Model | Miles on Vehicle Today |

| | |
|----------------------------|------------------|
| Transfer to (Please Print) | Telephone Number |
| Street Address | |
| City, State, Zip | |

BUYER'S STATEMENT: I certify that I have received the original Service Contract and the required maintenance and service records from the Seller. I certify that I have read the Service Contract, and I understand and accept its conditions and requirements. I certify that the transfer was completed within 15 days of the vehicle purchase date.

Buyer's Signature Today's Date

| | |
|------------------------------|------------------|
| Transfer from (Please Print) | Telephone Number |
| Street Address | |
| City, State, Zip | |

SELLER'S STATEMENT: I certify that I have given the Buyer the original Service Contract and the required maintenance and service records, and that I have maintained the vehicle as required. I certify that the transfer was completed within 15 days of the vehicle purchase date.

Seller's Signature Today's Date

I. **Cancellation:** Except as otherwise provided below, the following terms apply to cancellation of this Contract. **You** may cancel this Contract by mailing to **Us** within 30 days of the date **You** wish to cancel 1) this Contract, 2) a signed cancellation request stating the date of cancellation, and 3) a certified odometer statement. **We** may cancel this Contract for any of the following reasons: repossession or total loss of **Your Vehicle**; if **Your Vehicle** has ever been issued a salvage or rebuilt title; **Your Vehicle's** odometer has ever been altered or is inoperable or otherwise does not represent **Your Vehicle's** true mileage; **Your Vehicle** has been altered or modified as set forth herein; material misrepresentation or fraud by **You** at any time; non-payment of fees; **Commercial Use of Your Vehicle**; or if **You** fail to maintain **Your Vehicle** according to the manufacturer's recommendations, by mailing to **You**, at the address shown in the signed Application, written notice stating when the cancellation is effective and the amount of refund due, if any. The refund will be pro-rated based on the number of days this Contract has been in force, or odometer miles, in relation to the term of this Contract, whichever refund amount is less. **We** will retain a \$35.00 cancellation fee. If **You** cancel within sixty (60) days of purchase, and no claims have been paid, **We** will refund the total charge made for this Contract and this Contract will be considered void. If **You** cancel within the first sixty (60) days of purchase and **You** have a claim within that time, the refund will be pro-rated. If **You** financed this Contract, the refund will be paid to the Lender unless a lien release accompanies the cancellation request.

If **Your Vehicle** is repossessed or deemed a total loss, the Lender will be the sole payee of any refund, and such refund shall constitute a refund to **You**.

Cancellation - Arizona: The following additional provision applies to cancellations in Arizona. A \$25.00 cancellation fee will be withheld from any refund made after the Contract has been in force for sixty (60) days.

Cancellation - Florida: Cancellation within 60 days of purchase: If either **You** or **We** cancel this Contract within sixty (60) days after purchase date, **You** will receive a full refund of the retail fee paid, less any claims **We** paid under this Contract, and less a reasonable administrative fee not to exceed five percent of the retail fee paid by **You**. **Cancellation after the Contract has been in effect for 60 days:** After this Contract has been in effect for 60 days, **We** may cancel for the following reasons: material misrepresentations or fraud by **You** at the time of the sale, **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer, the **Vehicle's** odometer has been tampered with or disabled and **You** have failed to have it repaired, or non-payment of fees. If **We** cancel this Contract in accordance with this provision, **You** will receive a pro-rated refund of the fees **You** paid, based upon the number of days the Contract has been in force or the odometer miles on the **Vehicle**, whichever is greater.

If **You** cancel this Contract after it has been in effect for sixty (60) days, **You** will receive a pro-rata refund of the fees you paid, based upon the number of days the Contract has been in force or odometer miles on the **Vehicle**, whichever is greater, less a reasonable administration fee, but in no event shall **Your** refund be less than 90 percent of the appropriate pro-rata refund.

Cancellation - Georgia: The following additional provision applies to cancellations in Georgia. **We** will cancel only in the event of fraud or material misrepresentation on **Your** part, or if **You** fail to pay for the Contract. If **You** cancel

this Contract within sixty (60) days of purchase, **We** will refund the total charge made for this Contract if no claims have been paid and this Contract will be considered void. If **You** had a claim within the first sixty (60) days, the refund will be pro-rated. All other cancellations will be pro-rated.

Cancellation - Illinois: The following additional provision applies to cancellations in Illinois. If **You** cancel this Contract after thirty (30) days, **We** will retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Contract price or \$50.00

Cancellation - New York: The following additional provision applies to cancellations in New York. Written notice of cancellation will be mailed to **You** at least fifteen (15) days prior to cancellation stating when the cancellation is effective and the amount of refund due, if any. If **You** cancel within thirty (30) days of purchase, a ten percent penalty per month will be added to any refund that is not made to **You** within thirty (30) days of return of this Contract to **Us**.

Cancellation - North Carolina: The following additional provision applies to cancellations in North Carolina. If this Contract is cancelled and a pro-rata refund is due, **We** will deduct from any pro-rata refund the amount of claims paid under this Contract and a reasonable administration fee not to exceed ten percent (10%) of the amount of the pro rata refund.

Cancellation - Oklahoma: The following additional provision applies to cancellations in Oklahoma. If **You** cancel after thirty (30) days of purchase, **You** will receive a refund of not less than 90% of the unearned pro rated fees **You** paid.

Cancellation-South Carolina: Service contracts shall require the provider to permit the service contract holder to return the service contract within twenty days of the date the service contract was mailed to the service **Contract holder** or within ten days of delivery if the service contract is delivered to the service **Contract holder** at the time of sale, or within a longer time period permitted under the service contract. Upon return of the service contract to the provider within the applicable time period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service **Contract holder**, or credit the account of the service **Contract holder**, with the full purchase price of the service contract. The right to void the service contract provided in this subsection is not transferable and shall apply only to the original service contract purchaser and only if no claim has been made prior to its return to the provider. **A ten percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.**

South Carolina Residents Only- Any questions regarding your service contract, you may contact the SC Department of Insurance, Post Office Box 100105, Columbia, SC 29202 or (803) 737-6180.

Cancellation - Texas: The following additional provision applies to cancellations in Texas. Written notice of cancellation will be mailed to **You** at least five (5) days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of fees, or a breach of duties by **You** relating to the **Vehicle** or its use.

STATE SPECIFIC PROVISIONS

ARIZONA – Wherever the terms of this Contract and the laws of the State of Arizona conflict, the laws of the State of Arizona shall control the terms of this Contract.

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 268866, Oklahoma City, Oklahoma, 73126-8866, Policy No. 0741001-CO. If for any reason **You** are unable to have **Your Vehicle** repaired, **You** should contact Mercury Select Management Company, Inc. at 1-800-654-8455.

FLORIDA – A claim may not be made against the Florida Insurance Guaranty Association by virtue of **Your** purchase of this Contract.

GEORGIA – 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 268866, Oklahoma City, Oklahoma 73126-8866, 1-800-654-8455. If for any reason **You** are unable to have **Your Vehicle** repaired within sixty (60) days of submission of proof of loss to Mercury Select Management Company, Inc. **You** may apply for reimbursement directly to American Mercury Insurance Company at 1-800-654-8455.

ILLINOIS – **Mechanical Breakdown** shall include **Normal Wear** to a **Covered Component**, excluding maintenance and service items. **Normal Wear** shall mean the premature deterioration of a **Covered Component** beyond the **Vehicle** manufacturer's acceptable tolerances which results in a **Mechanical Breakdown**. Mercury Select Management Company, Inc. does not do business under the name American Mercury Warranty Services in the State of Illinois and any reference to American Mercury Warranty Services should be considered deleted from all service contracts sold in the State of Illinois.

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 268866, Oklahoma City, Oklahoma 73126-8866, 1-800-654-8455. If for any reason **You** are unable to have **Your Vehicle** repaired within sixty (60) days of submission of proof of loss to Mercury Select Management Company, Inc., **You** may apply for reimbursement directly to American Mercury Insurance Company at 1-800-654-8455.

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: Terri M. Vaughan, Commissioner of Insurance, State of Iowa, 330 East Maple Street, Des Moines, Iowa, 50319-0065.

LOUISIANA – **Your** contract is cancelable and refundable upon request to Mercury Select Management Company, Inc. 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 268866, Oklahoma City, Oklahoma 73126-8866, 1-800-654-8455. If **You** have not received payment or refund **You** may apply for reimbursement directly to American Mercury Insurance Company at 1-800-654-8455. If **You** or **We** cancel after this Contract has been in force for thirty (30) days, **Your** refund will be calculated on the Rule of 78s based on the number of days the Contract has been in force, or odometer miles, in relation to the term of this Contract, whichever refund amount is less. **We** will retain a \$50.00 cancellation fee. If **You** cancel within thirty (30) days of purchase, **We** will refund the total charge made for this Contract, minus a \$50.00 cancellation fee and this Contract will be considered void.

NEVADA – The \$35.00 cancellation fee will only apply in the event **You** cancel this Contract. In addition, in the event **We** cancel this Contract, **We** will give **You** fifteen (15) days notice of such cancellation. This Contract is not renewable.

NEW YORK - OBLIGATIONS OF MERCURY SELECT MANAGEMENT COMPANY, INC. ARE BACKED BY THE FULL FAITH AND CREDIT OF MERCURY SELECT MANAGEMENT COMPANY, INC.

OKLAHOMA – This Service 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.

SOUTH CAROLINA – Obligations of the provider under this Service Contract are backed by the full faith and credit of the provider.

TEXAS – 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 268866, Oklahoma City, Oklahoma 73126-8866, 1-800-654-8455. If for any reason **You** are unable to have **Your Vehicle** repaired within sixty (60) days of submission of proof of loss to Mercury Select Management Company, Inc., **You** may apply for reimbursement directly to American Mercury Insurance Company at 1-800-654-8455.

UTAH – COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE PROPERTY AND CASUALTY GUARANTY ASSOCIATION. 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 268866, Oklahoma City, Oklahoma 73126-8866, 1-800-654-8455. If for any reason **You** are unable to have **Your Vehicle** repaired within sixty (60) days of submission of proof of loss to Mercury Select Management Company, Inc., **You** may apply for reimbursement directly to American Mercury Insurance Company at 1-800-654-8455.

WISCONSIN –

1. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**
2. Mercury Select Management Company, Inc. is insured to the extent of its obligations under this Contract by a policy of insurance issued by American Mercury Insurance Company, P.O. Box 268866, Oklahoma City, OK 73126-8866, 1-800-654-8455. In the event Mercury Select Management Company, Inc. does not fulfill its obligations under this Contract, **You** may make a claim directly with American Mercury Insurance Company by contacting that company at the address and phone number above.
3. **We** may not deny a claim solely because **You** fail to obtain **Prior Authorization** of a claim. (See "Section III. What Is Not Covered, Paragraph 5.C."). 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.
4. **We** may not deny a claim solely because **You** fail to remit the required documentation within 90 days of the date **We** provide an approval number. (See "Section IV. Conditions of Coverage, What to Do When a Breakdown Occurs, Paragraph B.6.")

5. **We** may not deny a claim 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.

WYOMING –

1. Mercury Select Management Company, Inc. does not do business under the name American Mercury Warranty Services in the State of Wyoming, and any reference to American Mercury Warranty Services should be considered deleted from the service contract.
2. The following language is deleted from Section V. General Provisions, subsection I:
“If **You** cancel within sixty (60) days of purchase, and no claims have been paid, **We** will refund the total charge made for this Contract, and this Contract will be considered void. If **You** cancel within the first sixty (60) days of purchase and **You** have a claim within that time, the refund will be pro-rated.”
and replaced with the following:
“If **You** cancel within sixty (60) days of the date **We** mail this Contract to **You**, **We** will refund the total charge made for this Contract, and this Contract will be considered void. If **You** cancel within the first sixty (60) days of the date **We** mail this Contract to **You**, and **You** have a claim within that time, the refund will be pro-rated.”
3. The following language is deleted from the Contract:
“**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 OF AN APPLICATION CONTAINING FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.**”

ALL OTHER 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 268866, Oklahoma City, Oklahoma 73126-8866, 1-800-654-8455. If for any reason **You** are unable to have **Your Vehicle** repaired, **You** should contact American Mercury Insurance Company at 1-800-654-8455.

ADDITIONAL STATE SPECIFIC PROVISIONS

ALABAMA -

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 268866, Oklahoma City, Oklahoma 73126-8866. If **You** have not received payment or service on a claim within 60 days after proof of loss has been filed; **You** may apply for reimbursement directly to American Mercury Insurance Company at 1-800-654-8455 or, P.O. Box 268866, Oklahoma City, Oklahoma 73126-8866.

SECTION V. GENERAL PROVISIONS

I. Cancellation: The following terms apply to cancellation of this Contract. **You** may cancel this Contract by mailing to **Us** within 30 days of the date **You** wish to cancel 1) this Contract, 2) a signed cancellation request stating the date of cancellation, and 3) a certified odometer statement. **We** may cancel this Contract for any of the following reasons: repossession or total loss of **Your Vehicle**; if **Your Vehicle** has ever been issued a salvage or rebuilt title; **Your Vehicle's** odometer has ever been altered or is inoperable or otherwise does not represent **Your**

Vehicles true mileage; **Your Vehicle** has been altered or modified as set forth herein; material misrepresentation or fraud by **You** at any time; non-payment of fees; **Commercial Use of Your Vehicle**; or if **You** fail to maintain **Your Vehicle** according to the manufacturer's recommendations, by mailing to **You** at the address shown in the Declarations, written notice stating when the cancellation is effective and a full refund, minus any claims paid. The refund will be pro-rated based on the number of days the Contract has been in force, or odometer miles, in relation to the term of this Contract, whichever is less. **We** will retain a **\$25.00** cancellation fee, only if **You** cancel after sixty (60) days from the Contract purchase date. If **You** cancel within sixty (60) days of purchase and no claims have been paid, **We** will refund the total charge made for this Contract and this Contract will be considered void. If **You** cancel within the first sixty (60) days of purchase and **You** have a claim within that time, the refund will be pro-rated. If **You** financed this Contract, the refund will be paid to the Lender unless a lien release accompanies the cancellation request. If **Your Vehicle** is repossessed or deemed a total loss, the Lender will be the sole payee of any refund, and such refund shall constitute refund to **You**. A 10 percent penalty per month shall be added to a refund that is not paid or credited within 45 days after the return of the service contract to the provider.

EMERGENCY REPAIRS

Refer to "Section IV. C. Conditions of Coverage, Emergency Repairs" for full information regarding Emergency Repairs and Reimbursement procedure.

Complete the following. Please print legibly.

Today's Date: _____ Contract No: _____

Name: _____ Phone: (____) _____

Address: _____
City State Zip

Date of Failure: _____ Time of Failure: _____ A.M. _____ P.M.

Odometer Mileage: _____ Was it necessary to tow **Your Vehicle**? _____

Where did the failure occur? _____

Repair Facility _____ Phone: (____) _____

Address _____
City State Zip

Name of Mechanic or Manager at Repair Facility who knows about the repairs to

Your Vehicle. _____

Please use the area below to explain the circumstances surrounding the failure (when **You** first noticed a problem and what **You** did). **You** may attach additional sheets, if necessary.

Your Signature _____

All Claims Must Be Received Within 30 Days of Service.

Please allow 3 weeks for processing.

PRIVACY OF CUSTOMER INFORMATION NOTICE

We collect nonpublic personal and financial information about you from the following:

- Information we receive from you on applications and other forms and directly from you.
- Information about your transactions with us and our affiliates.
- Information we receive from insurers and from insurer databases.
- Information we receive from a public or a consumer reporting agency.

We do not disclose any nonpublic personal and financial information about our customers or former customers to anyone, except as permitted by law. We may make disclosures to affiliated or nonaffiliated third parties, as applicable, without prior authorization as permitted by law.

We restrict access to nonpublic personal and financial information about you to those employees or other representatives who need to know that information to provide service to you. We maintain physical, electronic, and procedural safeguards that comply with Federal and State law to guard your nonpublic personal and financial information.

This notice is informational only. No action on your part is required.

CUSTOMER SERVICE

NATIONAL CLAIMS SERVICE 1-800-654-8455



Issued by Mercury Select Management Company, Inc.

P.O. Box 268866
Oklahoma City, OK 73126-8866

For Towing/Road Service and Lost Key/Lockout assistance, Call 1-888-749-6233.

FL LIC 60049

MV-TPO MSMC BRONZE.4503 SILVER.4502 GOLD.4501 PLATINUM.4500/4504 **08/02**

**MERCURY SELECT
MANAGEMENT COMPANY, INC.**

**MAJOR VALUE
AUTOMOTIVE PROTECTION**

ADMINISTRATOR'S MAILING ADDRESS

TO FILE EMERGENCY REPAIR CLAIMS:

**P.O. Box 268866
Oklahoma City, OK 73126-8866
Toll Free Telephone: 1-800-654-8455**

CUSTOMER SERVICES:

**P.O. Box 268866
Oklahoma City, OK 73126-8866
Toll Free Telephone: 1-800-654-8455**



**Issued by
Mercury Select Management Company, Inc.**

**P.O. Box 268866
Oklahoma City, OK 73126-8866**

FL LIC 60049