



# Vehicle Service Contract / Superior Protection

Coverage begins on day one • Optional Zero deductible

Includes most makes and models • Valid in all 50 states and Canada

*We take the risk out of buying a used car!*

Dealer Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Miles \_\_\_\_\_ VIN \_\_\_\_\_

Date Sold \_\_\_\_\_ Buyer's Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Lien Holder \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

The buyer(s) of this vehicle understand and agree that they are purchasing a used vehicle and have personally inspected, or have been given the opportunity to have a professional mechanic inspect this vehicle. The buyer(s) acknowledge that they are completely satisfied with the condition of this vehicle and agree to purchase this vehicle in its AS IS condition except for the following service contract provided by Elite Warranty.

## VEHICLES COVERED

Passenger cars, light duty trucks and SUVs sold by an authorized Elite warranty dealer with **60,000 miles or less and 5 model years or less at the time of contract purchase. The New Car Wrap is available for the current year, plus one model year with less than 18,000 miles.**

## WHAT IS COVERED

**The repair of any vehicle component that is covered by the original vehicle manufacturers warranty, except for the EXCLUSIONS and NON COVERED ITEMS listed on the reverse side.**

**Labor:** The labor hours to repair or replace all parts covered under this service contract as defined in the Mitchell's On Demand or the All Data estimating software.

**Rental Coverage:** Administrator will cover 1 day of rental for the first 4 hours of published industry standard time of an approved repair. An additional day of rental will be authorized for every additional 8 hours of labor time charged to do the repairs. To Receive Rental Benefits, the Buyer must supply Elite Warranty with his/her receipt from a licensed rental agency. The limit on this reimbursement is up to \$40 per day for up to 6 days per Mechanical Breakdown or series of Breakdowns related in time or cause.

**Roadside Assistance: Valid for the full term of this contract.**

**FOR EMERGENCY ROADSIDE ASSISTANCE: CALL 1-866-908-5766**

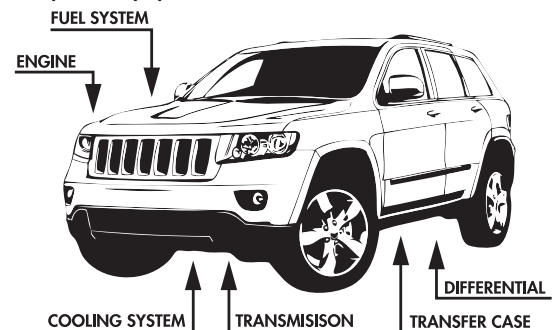
- Towing Assistance • Jump Start • Flat Tire Assistance • Fuel • Lock-Out Assistance

## AMOUNT OF COVERAGE

- Vehicles with no factory or extended warranty: parts and labor not to exceed current NADA Retail Value.
- \$100 Deductible per occurrence unless lower deductible option has been purchased.

## GENERAL PROVISIONS

This service contract begins on day one if confirmed by fax or received electronically at the time of sale, and the completed agreement with payment is postmarked or given to an Administrator representative within 14 days of the purchase date. **The buyer and dealer must confirm the satisfactory operating condition of all covered items in order for this service contract to apply.** This Contract terminates as of expiration of the date or odometer reading of the plan selected below, or when the total of all pending and paid claims exceeds the then-current NADA Retail Value of the covered vehicle at the time of repair, whichever occurs first. **This service contract can only be purchased at time of vehicle sale (unless a vehicle inspection report has been received and approved by the Administrator).** All repairs covered under this contract shall be paid by Administrator within 48 hours of completion, except as herein provided. Buyer must notify Administrator of any breakdown prior to any work being done to this vehicle for approval. Replacement parts can be of like kind and quality. They may include new, remanufactured or used parts as determined by Administrator. All discounts and/or rebates, if any, will be property of Administrator. Failure of covered parts is defined as a clear defect therein, rendering the covered part incapable of performing the function for which it was designed. Reduced operating performances due to normal wear and tear is not mechanical breakdown and is not covered by this contract. In order for this Contract to remain in force, the buyer is required to follow the Manufacturers Required Maintenance Schedule and to maintain accurate records and receipts. The parties acknowledge that this Contract is between the Administrator and the customer named above, except as provided below. The dealer agrees to forward a check and copies of the agreement to the Administrator within 14 days of the purchase date. In the event dealer fails to send the check and contract referenced above, dealer shall be liable for any covered failures filed pursuant to this Contract. Dealer further agrees to hold Administrator harmless and indemnify Administrator for any covered failures for which dealer is liable. This Contract is limited to Covered Failures which occur, and repairs which are made, within the United States of America and Canada. The buyer and dealer affirm they understand and agree to both sides of this contract by signing. This is not a contract of insurance. Purchase of this contract is not required.



**CONTRACT OPTIONS:** *The term of contract is based on months selected and/or odometer reading.*

- 48 MONTHS / 75,000 MILE       60 MONTHS / 100,000 MILE  
 72 MONTHS / 125,000 MILE (WRAP)

**CLASS OF VEHICLE:**

**Contract Price:** \$

Terms under which contract was paid:  Financed with purchase     Paid separately by buyer

**SURCHARGE**

- |  |   |
|--|---|
| <input type="checkbox"/> 0 Deductible      | <input type="checkbox"/> Diesel         |
| <input type="checkbox"/> 50 Deductible     | <input type="checkbox"/> 1 Ton          |
| <input type="checkbox"/> 4 Wheel/All Wheel | <input type="checkbox"/> Dual Wheel     |
| <input type="checkbox"/> Super / Turbo     | <input type="checkbox"/> Wrap           |
| <input type="checkbox"/> Stereo/Navigation | <input type="checkbox"/> Lifted Vehicle |

Expiration Date \_\_\_\_\_ Miles Expiration \_\_\_\_\_

\_\_\_\_\_  
Dealer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

**VEHICLE SERVICE CONTRACT INSTRUCTIONS**

**If you have a breakdown call 801-489-7288 • 800-434-2778**  
***If your vehicle incurs a breakdown, you must take the following steps to file a claim.***

1. Take your vehicle to the nearest licensed repair facility.
2. You must have your repair facility obtain an authorization number from the ADMINISTRATOR prior to beginning any repair to a covered part by calling 1-800-434-2778. REPAIRS DONE WITHOUT AUTHORIZATION BY ADMINISTRATOR WILL NOT BE COVERED.
3. The ADMINISTRATOR reserves the right to have a second opinion before any repair or replacement work is done on the vehicle. The customer shall have the right to recommend a repair facility of which the ADMINISTRATOR shall make every reasonable effort to honor. However, the ADMINISTRATOR reserves the right to select another repair facility.
4. You are responsible for authorizing and paying for any teardown or diagnostic time needed to determine if your vehicle has a covered breakdown.
5. If you have a covered breakdown, the ADMINISTRATOR will pay for the reasonable cost of the covered repair — not to exceed coverage limits.
6. Emergency repairs obtained outside of normal business hours will be authorized and paid by you. the ADMINISTRATOR will determine if it is a covered breakdown. If so, the ADMINISTRATOR will pay in accordance with the terms and conditions of this contract.
7. To receive reimbursement for repair, please submit the following to Administrator: (1) Authorization number (2) Vehicle mileage at time of repair (3) Date of repair (4) Mechanical complaint (5) Paid itemized invoice including: names, numbers, prices and any express warranty (6) Description of necessary labor charges (7) VIN of Vehicle (8) Contract holder's home phone number(s) (9) Name and address to whom reimbursement is payable (10) Any additional information as requested by Administrator. Mail information to: Elite Warranty, Inc. P.O. Box 404 Springville, Utah 84663-0404
8. Claims must be submitted within 90 days from authorization to qualify for reimbursement. An exception will be made if the insured shows it was not reasonably possible to file within the listed time.

**ROADSIDE ASSISTANCE INSTRUCTIONS**

**If you need Roadside Assistance call 866-908-5766 • 801-908-5766**

***Towing and Roadside Assistance for non-accident related emergency assistance***

1. Proof of valid contract must be presented on request for Roadside Assistance or no service will be provided. Service is provided only to the vehicle described on contract.
2. The following services are available 24 hours a day/365 days a year, anywhere in the United States (including Alaska and Hawaii) and Canada: Towing, jump starts, flat tire changes (using Your inflated spare tire) fluid delivery (cost of fluids extra), lockout assistance (key cutting/replacement extra), concierge service (courtesy help and emergency phone call support). Services are subject to a Maximum Benefit of \$100 per incident for the full term of this contract.
3. ONLY service requests provided through the above listed number (866-908-5766) will be honored. Services obtained through any other source are not covered and are not reimbursable. This benefit is not subject to a Deductible. Services are not provided in areas where state providers are exclusively utilized. Service cannot be held responsible for delays that are caused by actions beyond our control, including, but not limited to, severe weather or traffic conditions. Services obtained outside of normal business hours may require authorization and payment by you. For reimbursement, please contact Elite Warranty, Inc. during normal business hours.

***The roadside assistance program is administered by Elite Towing.***

The obligor on this contract is **Marathon Administrative Co., Inc.** The obligor's performance under this contract is insured separately by an insurance policy issued to obligor by Marathon Financial Insurance Company, Inc., RRG, P.O. Box 961, O' Fallon, IL 62269, 800-205-8988. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against Marathon Financial Insurance Company, Inc., RRG, P.O. Box 961, O'Fallon, IL 62269, 800-205-8988. The **Administrator** under this contract is Elite Warranty, Inc., P.O. Box 404 Springville, Utah 84663-0404 • 801-489-7288 • 800-434-2778 and will be referred to as "**Administrator**"

## EXCLUSIONS

**The following are not covered by this contract.** PAINT, CARPETING, FRAME OR STRUCTURAL SEPARATION, MANUAL AND OR HYDRAULIC CLUTCH ASSEMBLY, TRIM, HOSES AND RUBBER PARTS, FIBERGLASS TOPS, ANY REPOSITIONING, REFITTING OR REALIGNING, MOLDING, DISTRIBUTOR CAP & ROTOR, TIRES, WHEELS, AIR BAG, SEAT BELT MECHANISMS, SUPPLEMENTAL RESTRAINT SYSTEMS, LENSES, BATTERY AND CABLES, SHOCK ABSORBERS, STRUTS, AIR STRUTS AND BLADDERS, TELEPHONES, TELEVISIONS, DVD PLAYERS AND SPEAKERS. ALL MAINTENANCE SERVICE AND ITEMS SUCH AS: ALIGNMENTS, WHEEL BALANCES, ENGINE TUNE-UPS, SPARK & GLOW PLUGS, PLUG WIRES, BRAKE PADS, LINING & SHOES, FILTERS, LUBRICANTS, COOLANTS, HOSES AND BELTS, BRIGHT METAL, LIGHT BULBS, HEADLIGHTS, HEAD LAMP ASSEMBLIES, LED LIGHTS/ASSEMBLIES, EXHAUST SYSTEMS, WEATHER STRIPPING, BODY PANELS, BRAKE ROTOR, DRUMS, NORMAL FLUID OIL LUBRICANT SEEPAGE, CANVAS, VINYL OR FABRIC TOPS, SHOP SUPPLIES, HAZARD WASTE REMOVAL, BODY ADJUSTMENTS, BUTTONS, HANDLES, DOOR HINGES, GLASS, SERVICE ADJUSTMENTS AND CLEANING.

## NON COVERED ITEMS:

(1) Diagnostic charges or tax on services rendered. (2) Normal maintenance services. (3) Misuse, abuse, alteration, negligence, accidents or salvage title vehicles. (4) Any repair to valves or worn pistons and/or piston rings where the malfunction is low compression and/or oil consumption. This is considered normal wear and tear. Wear and tear is defined as damage to a component that has not failed but does not meet the manufacturer's tolerances or specifications. (5) **Any part that was broken, was worn beyond serviceable limits, or making noise at the time of purchase.** (6) Any damage caused by overheating, regardless of the cause of overheating, or damage caused by loss of engine oil, transmission fluid or antifreeze, regardless of the cause of loss of fluids. (7) Reduced operating performance due to wear and tear is not a mechanical breakdown and is not covered. (8) Any vehicle that is modified from the vehicle manufacturer's original specifications (over-sized tires up to 37 inches and lift kits up to 7.5 inches are allowed only if Lifted Vehicle Option is selected). (9) Vehicles sold for the purpose of repairing an existing problem. (10) Vehicles where the odometer fails, or for any reason does not record actual miles of your vehicle after purchase date. (11) Incidental or consequential damages or loss caused by breakdown of components (or otherwise), including property damage, personal injury, inconvenience and loss of vehicle. Punitive damages are also expressly excluded. (12) Repair of any parts used, added or replaces during a covered repair which are not necessary to the completion of the covered repair or were not damaged by the failure of covered part (such replacement is considered betterment and is not covered by this contract.) (13) Any cost covered by a repairer's or supplier's guarantee, or any cost which would be normally covered by a manufacturer's warranty. (14) Any or other benefits for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins. (15) Cost or other damages caused by continued vehicle operation after the failure of a covered part or the failure to replace a worn part that has not failed. (16) Commercial use vehicles. (17) A breakdown cause by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, flood, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force with respect to the vehicle. (18) Any costs covered by, or excluded by the original vehicle manufacturer's warranty. (19) Any item that has a surcharge and was not paid at the time of purchase of this contract. (20) Any item that is not a factory installed component. (21) Any vehicle with a GVW of greater than 10K lbs and motor homes.

## Contract Transfer

Upon the sale of the vehicle, this contract may be assigned by the original purchaser to a new purchaser of the Vehicle only after a written request has been submitted and the Vehicle has been inspected at a service facility that has been authorized by the Administrator. A transfer fee of \$100.00 must be paid to the Administrator in advance of the assignment. The aforementioned does not include the New Car Wrap.

## Arbitration

You and the Administrator hereby agree that any dispute arising from this Vehicle Service Contract, no matter how described, pleaded or styled, shall be resolved by binding arbitration under the substantive and procedural requirements of the Federal Arbitration Act, conducted by the Better Business Bureau (BBB). All determinations as to the scope, enforceability and effect of this arbitration agreement shall be decided by the arbitrator, and not by a court. The award rendered by the arbitrator may be entered in any court having jurisdiction. Neither you nor the Administrator shall file or maintain any lawsuit in any court against the other, and agree that any suit filed in violation of this Vehicle Service Contract shall be dismissed by the court in favor of an arbitration conducted pursuant to this Vehicle Service Contract. The costs of the arbitration filing fee, arbitrator's compensation, and facilities fees will be divided equally between the parties. By signing below, each party understands that any arbitration arising from this Vehicle Service Contract is final and binding, and each party is waiving certain rights, including but not limited to the right to litigate his/her/its dispute in court, including the right to a jury trial.

## Cancellation of this contract

The right to cancel the contract is reserved exclusively for the original contract purchaser. The buyer may cancel this contract within the first ten (10) days of the contract purchase date, if no claim has been made, and receive a full refund of the total contract purchase price, less the applicable cancellation fee in the amount of one hundred dollars (\$100.00). At any other time this contract is only cancelable in the event of a verifiable repossession or an insurance total loss. All notices to cancel must be sent to Administrator only. All cancellations will be calculated by a time and mileage factor from the inception date, less a \$100.00 cancellation fee. Any claims, commissions, or vehicle inspection costs paid prior to cancellation date will be deducted from the refund amount. The Buyer authorizes the participating lender to be listed as the payee and receive any refund in the event this contract is canceled, or to cancel this contract in the event the contract holder defaults in his/her obligations to such lender.

## WE may only cancel this CONTRACT under the following grounds:

1. Material misrepresentation.
2. Substantial change in the risk assumed, unless the insurer should reasonable have foreseen the change or contemplated the risk when entering into the contract.
3. Substantial breaches of contractual duties, conditions, or warranties attainment of the age specified as the terminal age for coverage.

If this CONTRACT is canceled due to non-payment, WE will mail written notice of cancellation to YOU and will cancel YOUR CONTRACT no sooner than at least ten (10) days after the delivery or first-class mailing of a written notice. If this CONTRACT is canceled for any of the reasons listed above, WE will mail written notice of cancellation to YOU and will cancel YOUR CONTRACT no sooner than thirty (30) days after the delivery or first-class mailing of a written notice.

If a lien holder or Administrator cancels this contract at any time, you will be entitled to a prorated refund of the contract (less a \$100.00 cancellation fee). In general, if Administrator cancels this contract, Administrator will mail to you written notice of cancellation at least thirty (30) days before the cancellation date. However, if Administrator cancels this contract within the first sixty (60) days after the contract purchase date or if Administrator cancels this contract because you have defaulted in your obligation to repay the amount financed by the lien holder, Administrator will mail to you written notice of cancellation at least ten (10) days before cancellation date.

## State Disclosures

If You purchased this Contract in one of the states identified below, the Special State Disclosure for that state applies to Your Contract.

**Idaho:** Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association. The right to cancel the contract is reserved exclusively for the original contract purchaser. The buyer may cancel this contract within the first ten (10) days of the contract purchase date, if no claim has been made, and receive a full refund of the total contract purchase price, less the applicable cancellation fee in the amount of fifty dollars (\$50.00). After the first 10 days, all cancellations will be calculated by a time and mileage factor from the inception date, less a \$50.00 cancellation fee. Any claims, commissions, or vehicle inspection costs paid prior to cancellation date will be deducted from the refund amount. The Buyer authorizes the participating lender to be listed as the payee and receive any refund in the event this contract is canceled, or to cancel this contract in the event the contract holder defaults in his/her obligations to such lender. All cancellations must be sent to the selling dealer only. The provider under this CONTRACT is Marathon Administrative Co., Inc., 1716 Corporate Crossing, Suite 2, O'Fallon, IL 62269, 800-205-8988.

**Montana:** Obligations of the provider under this service contract are backed by the full faith and credit of the provider. The provider under this CONTRACT is Marathon Administrative Co., Inc., 1716 Corporate Crossing, Suite 2, O'Fallon, IL 62269, 800-205-8988.

**Oregon:** The Arbitration section is deleted in its entirety. The right to cancel the contract is reserved exclusively for the original contract purchaser. The buyer may cancel this contract within the first ten (10) days of the contract purchase date, if no claim has been made, and receive a full refund of the total contract purchase price, less the applicable cancellation fee in the amount of one hundred dollars (\$100.00). After the first 10 days, the buyer may cancel this contract at anytime. All cancellations will be calculated by a time and mileage factor from the inception date, less a \$100.00 cancellation fee. Any claims, commissions, or vehicle inspection costs paid prior to cancellation date will be deducted from the refund amount. The Buyer authorizes the participating lender to be listed as the payee and receive any refund in the event this contract is canceled, or to cancel this contract in the event the contract holder defaults in his/her obligations to such lender. All cancellations must be sent to the selling dealer only.

**Utah:** This service contract is subject to limited regulate by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guarantee Association. The Arbitration section is deleted in its entirety.

**Wyoming:** The right to cancel the contract is reserved exclusively for the original contract purchaser. The contract purchaser may cancel the contract at anytime. The purchaser may cancel this contract within the first ten (10) days of the contract purchase date if the service contract is delivered at the time of sale or within twenty (20) days of the contract purchase date if the service contract is mailed to the service contract purchaser, if no claim has been made, and receive a full refund of the total contract purchase price. All notices to cancel must be sent to the dealer only. All cancellations will be calculated by a time and mileage factor from the inception date. A 10% penalty per month shall be added to a refund of the purchase price that is not paid within forty five (45) days after return of the service contract to the service contract provider. If the provider cancels the service contract, the provider shall mail a written notice to the service contract purchaser at the last known address of the service contract purchaser contained in the records of the provider at least to (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract purchaser to the provider, or a substantial breach of duties by the service contract purchaser relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation. The Arbitration section is deleted in its entirety. Marathon Administrative Co., Inc. is the provider and obligor of this contract.

**New Mexico:** CANCELLATION of this CONTRACT: WE may only cancel this CONTRACT under the following grounds: WE may cancel this CONTRACT within the first 70 days for any reason. After this CONTRACT has been in effect for 70 days, WE may only cancel for one or more of the following reasons: (1) Failure by YOU to pay an amount when due. (2) Conviction of YOU of a crime, which results in an increase in the service required under this CONTRACT. (3) Discovery of fraud or material misrepresentation by YOU in obtaining this CONTRACT, or in presenting a claim for service hereunder. (4) Discovery of either of the following if it occurred after the effective date of the CONTRACT and substantially and materially increased the service required under the CONTRACT: • An act or omission by YOU • A violation by YOU of any condition of the CONTRACT. If WE cancel this CONTRACT, WE will mail a written notice of cancellation to YOU at the last known address before the fifteenth (15<sup>th</sup>) day preceding the effective date of cancellation. A Cancellation or administrative fee will not be charged if WE cancel this CONTRACT. A ten Percent (10%) penalty per month shall be added to a refund that is not paid or credited within sixty (60) days after return of the CONTRACT to ADMINISTRATOR. The right only applies to the original purchaser.

**All applications must be faxed or sent electronically to Administrator at 801-491-6370**  
**This contract is issued by Elite Warranty, Inc., P.O. Box 404 Springville, Utah 84663-0404**  
**801-489-7288 • 800-434-2778. This contract is obligated by Marathon Administrative Co., Inc.,**  
**P.O. Box 961, O'Fallon, IL 62269, 800-205-8988.**



Contract #: \_\_\_\_\_

Date: \_\_\_\_\_

Vehicle: \_\_\_\_\_

Dear: \_\_\_\_\_

Congratulations on your new vehicle purchase and thank you for choosing Elite Warranty, Inc. as your service contract provider, "we take the risk out of buying a used car." Please keep this letter along with your service contract in a safe place. Please become familiar with your service contract and follow the directions listed under "VEHICLE SERVICE CONTRACT INSTRUCTIONS."

Please note the following suggestions:

- Remember to always contact Elite Warranty, Inc. at **801-489-7288** or **800-434-2778** before any repair or replacement work is done.
- In order for this service contract to remain valid, you are required to follow the Manufacturers' Required Maintenance Schedule. This includes, but is not limited to, proper oil changes, transmission service, belts, cv boots, etc.
- Keep all fluids at proper operating levels as per Manufacturers Requirements.
- Change fluids and filters as per Manufacturers' Guidelines.
- Maintain accurate records and receipts of all maintenance and repairs performed.

Thank you, once again, for giving Elite Warranty, Inc. the opportunity to be your service contract provider.

Sincerely,  
**Elite Warranty, Inc.**

