



# Secured Capital Management

2908

Hanover Industrial Estates • 1081 Hanover Street • Wilkes-Barre, PA 18706-2028  
 Tel (800) 292-2750 • Fax (570) 270-3238  
 E-mail: customer.service@pennwarrantycorp.com • www.pennwarrantycorp.com

## GOLD CONTRACT - Unlimited Mileage

VEHICLE SALE DATE _____	VIN _____
VEHICLE YEAR _____	MILEAGE _____
VEHICLE MAKE _____	VEHICLE PRICE _____
VEHICLE MODEL _____	CONTRACT PRICE _____
OWNER NAME _____	ADDRESS _____
PRIMARY PHONE _____	CITY _____
SECONDARY PHONE _____	STATE _____ ZIP _____
DEALER NAME _____	LIEN HOLDER _____
PRIMARY PHONE _____	PRIMARY PHONE _____
SECONDARY PHONE _____	ADDRESS _____
SALESPERSON NAME _____	CITY _____ STATE _____ ZIP _____

- 6 MONTHS     
  12 MONTHS     
  24 MONTHS     
  36 MONTHS     
  48 MONTHS

### WHAT IS COVERED?

**ENGINE** - Cylinder block, cylinder heads, and all internal parts including: pistons, piston pins, piston rings, connecting rods, connecting rod bearings, crankshaft and main bearings, camshaft and lifters/followers (lifters or followers which have not failed, and only require cleaning are not covered), intake and exhaust valves, push rods, rocker arm shafts, rocker arms, timing drive components including timing chains/belts (timing chain or belt which is being changed as part of the manufacturer's preventive maintenance schedule, is not covered). Valve train covers, intake and exhaust manifolds, flywheel, oil pump, and oil pan. Internal engine sensors. Cylinder head gaskets and intake manifold gaskets are covered for coolant leaks only.

**AUTOMATIC TRANSMISSION** - Case and all internal parts including: planetary gear systems, clutch and steel packs, clutch drums, bands, internal seals, pump, valve body, internal sensors and internal solenoids, and overrunning or one way clutch assemblies. Torque converter and the torque converter housing.

**STANDARD TRANSMISSION** - Case and all internal parts, including: input shaft, output shaft, idler shafts, main shaft, all internal gears, shift forks, and synchronizer assemblies. Any internal solenoids or sensors. Standard transmission clutch assemblies, linkages, and hydraulic clutch units are not covered.

**DIFFERENTIAL** - Front or rear differential housing and all internal parts. Drive shaft, universal joints, and front axle joints. Transfer case on four wheel drive vehicles and all internal parts.

**COOLING SYSTEM** - Fan and fan clutch. Electric radiator fan motor, water pump.

**AIR CONDITIONING** - Compressor, compressor clutch, clutch coil, evaporator, and condenser on vehicles with factory installed air conditioning originally equipped with R134a.

**STEERING** - Steering gear, rack and pinion assembly, and all internal parts. Power steering cooler and lines.

**SUSPENSION** - Front or rear springs which are broken or worn beyond manufacturer's specifications. Control arms and ball joints.

**BRAKES** - All brake components, including all components of the anti-lock brake system including: wheel cylinders, front or rear calipers, brake springs, pins, and hardware kits, wheel speed sensors (sensors damaged by bad wheel bearings are not covered), brake hoses, brake lines, brake combination or proportioning valves, master cylinder, ABS pump, ABS module, ABS hydraulic unit, ABS hydraulic control unit, and ABS accumulator. Brake linings, pads, rotors and drums are NOT covered.

**ELECTRICAL** - Alternator, voltage regulator, windshield wiper motor and starter motor, power window motors, power seat motors, and power door lock actuators.

**RENTAL CAR** - Twenty five dollars (\$25.00) per eight hours of authorized flat rate time to repair or replace a covered component with a maximum of two hundred and fifty dollars (\$250.00). Any delays caused by unavailability of parts, shipping of parts, repair facility scheduling, or any other delays do not qualify for rental reimbursement.

**EMERGENCY ROAD SERVICE** - Nationwide assistance with towing (up to \$50.00), battery jump, flat tire, fluid delivery, and lock outs. You will receive additional information regarding your roadside assistance benefits and an ERS toll free number when you receive your ID card.

**TOWING** - If your vehicle must be towed because a covered component has failed, towing to the nearest qualified repair center is covered up to a maximum of fifty dollars (\$50.00).

**LABOR** - Labor charges are based on industry accepted flat rate time to repair or replace a covered component up to seventy-five dollars (\$75.00) per hour.

Only the components listed in the above systems are covered. No other components, other than those listed above under "What Is Covered?", are covered by this agreement.

### WHAT IS NOT COVERED?

SECURED CAPITAL MANAGEMENT will not cover any repair done without prior authorization. Seals and gaskets are covered only in conjunction with a covered repair. Component failures that occur prior to the acceptance of the contract are not covered by this agreement. Any repairs resulting from a manufacturer's warranty, recall, or service bulletin. This service contract does not cover the parts and labor that are needed to maintain your vehicle (oils, filters, etc.), the parts of your vehicle that are subject to normal wear and tear (fan belts, radiator hoses, etc.). Other items not covered include: abuse, diagnostic charges, fluid leaks, damage that results from fluid leaks, lack of lubrication, failure due to refrigerant contamination or loss of refrigerant or refrigerant oil, recharging and evacuation of the air conditioning system, damage from overheating, continued operation after the initial failure, fire, accident, theft, conditions of the environment including flood damage, damage that results from someone altering the vehicle including, but not limited to, lift kits and non recommended tire sizes, misusing the vehicle, tampering with the vehicle, making improper adjustments, power steering pumps, improper fuels, front or rear axles, wheel bearings including outer axle bearings, CV boots or damage resulting from failed CV boots, improperly maintaining the vehicle, failing to maintain the vehicle within manufacturer's recommendations, damage or failure of a covered component caused by a non-covered component, previous or improper repairs, or fuel pumps.

### WHAT SECURED CAPITAL MANAGEMENT WILL DO

Under this used vehicle service contract, SECURED CAPITAL MANAGEMENT will reimburse you, or your repair center, the amount authorized for the repair or replacement of any component covered by this agreement (excluding sales tax) that is found to be defective or worn beyond service limits, including through normal wear and tear. Maximum reimbursement per repair authorization will not exceed twenty-five hundred dollars (\$2500.00). Total reimbursements over the contract life will not exceed the vehicle purchase price as stated above. After investigating your component failure, in the case of a discrepancy in findings, SECURED CAPITAL MANAGEMENT reserves the right to have repairs done at a location other than the one you have selected. SECURED CAPITAL MANAGEMENT will reimburse you for the entire amount of a covered component failure, less related charges not covered by this agreement, less **one hundred dollars (\$100.00)** per occurrence. A maximum of one per occurrence charge will be assessed per repair shop visit. Obligations of the provider, under this service contract, are backed by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement insurance policy.

### TO OPEN A CLAIM

Repair estimates can be done at any qualified repair center you choose. Your vehicle must be at a repair center in order for a claim to be opened. If you need assistance in locating a repair center, contact our Customer Service Department at 800-292-2750. Once the vehicle is at the repair center, supply them a copy of your contract. You are responsible to have the repair center call us at 800-292-2750 to open a claim (M-F from 9:00AM-5:00PM EST) and with the estimate of repairs before any work begins. The service contract holder is responsible for all charges relating to the tear down and diagnosis of the vehicle. The repair center must provide an estimate of repairs containing both parts and labor. Once we have reviewed the estimate SECURED CAPITAL MANAGEMENT reserves the right to inspect your vehicle before any repairs are made. If it is determined that a covered component has failed and the estimate for the repair is agreed upon by our adjuster, an authorization number will be issued by us for the repair. **No repairs are to be made on your vehicle until an authorization number is issued by SECURED CAPITAL MANAGEMENT.** When making repairs, the repair shop shall use components of the same type and quality as those removed, which may include aftermarket, reconditioned, or used components. You must maintain your vehicle in accordance with manufacturer's recommendations and retain all invoices of any work performed. We reserve the right to request any and all maintenance/repair records pertaining to your vehicle. Emergency repairs done outside of working hours may be submitted to Customer Service with a letter of explanation for payment consideration. ©1995-2009 The Penn Warranty Corporation

IMPORTANT: Coverage does not begin until this agreement is received and approved at SECURED CAPITAL MANAGEMENT at the address listed above.

**I have read and fully understood the terms of this contract.**

CUSTOMER SIGNATURE: X \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

## SCM OTHER SERVICE CONTRACT TERMS AND STATE DISCLOSURES:

**HOW LONG IS THE SERVICE CONTRACT?:** The used vehicle service contract begins on the day this agreement is received and accepted by SECURED CAPITAL MANAGEMENT and lasts for the period set forth on the reverse side. An inoperative, inaccurate, or altered odometer will void this contract. SECURED CAPITAL MANAGEMENT is the provider and administrator of this contract.

**CLAIM REIMBURSEMENT:** For claim reimbursement, a repair center invoice must be submitted showing the following information: repair facility name, address, and phone number. Contract Holder name, address, and phone number, authorization number, Vehicle VIN, Year, Make, and Model, current mileage and breakdown of parts and labor. The authorization number issued by SECURED CAPITAL MANAGEMENT must appear on all receipts submitted for payment. Authorization numbers are valid for 180 days from the date issued. No invoices will be processed for reimbursement without a valid authorization number.

For a component failure to be covered under this service contract, the component failure must occur under normal use of the vehicle during the service contract coverage period. SECURED CAPITAL MANAGEMENT will not be responsible for any time that you lose, any inconvenience you might be caused, loss of your transportation, the quality of a repair by the repair center, or any other incidental or consequential damages you may have. SECURED CAPITAL MANAGEMENT reserves the right to reject or cancel any contract with cause.

**CANCELATION, REFUND, AND TRANSFER POLICIES:** State disclosures listed take precedence over any conflicting policies. In the event that your vehicle is declared a total loss by your insurance company or is repossessed by the lienholder we will make a prorated refund to the contract holder or lienholder based on time or mileage, deducting any claims paid or that we are obligated to pay, minus a fifty dollar (\$50.00) processing fee. You or the lienholder must submit any documentation requested to show the vehicle was totaled or repossessed. Other than the above noted conditions, there is no credit for early termination. **This used vehicle service contract is transferable to subsequent owners. The charge to transfer is one hundred dollars (\$100.00). The transferred service contract will remain in effect for the remainder of the original coverage period. Without a transfer to the new owner, this contract is terminated at the time of sale or when contract holder no longer owns the vehicle.**

**SEVERABILITY:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, that provision or provisions shall be stricken and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Your used vehicle service contract gives you specific rights. You may have other rights that vary from state to state which include, but may not be limited to, the state disclosures listed below.

**ILLINOIS:** 215 ILCS 152/35 Cancellation and refunds. No service contract may be issued, sold, or offered for sale in this State unless the service contract clearly states that the service contract holder is allowed to cancel the service contract. If the service contract holder elects cancellation, the service contract provider may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50. The service contract cancellation provision must provide that the service contract may be cancelled: (1) within 30 days after its purchase if no service has been provided and that a full refund of the service contract consideration, less any cancellation fee stated in the service contract will be paid to the service contract holder; or (2) at any other time and a pro rata refund of the service contract consideration for the unexpired term of the service contract, based on the number of elapsed months, miles, hours, or such other reasonably applicable measure which is clearly disclosed in the service contract, less the value of any service received, and any cancellation fee stated in the service contract will be paid to the service contract holder. The Obligor, The Penn Warranty Corporation, is the party responsible for honoring cancellation requests. The selling dealer however, can handle a customer's request for cancellation on behalf of the Obligor.

**KENTUCKY:** Consumer Notice: Under the Kentucky Revised Statutes, if this agreement is made within the Commonwealth of Kentucky by a Kentucky resident, THE PENN WARRANTY CORPORATION is the administrator acting on behalf of the maker and the Dealer or Manufacturer or Distributor or the Importer of the Motor Vehicle, covered by this agreement is the maker. This agreement is incidental to the makers selling or leasing of motor vehicles, which is the makers primary business. Accordingly this agreement shall not be deemed insurance. However, if the maker separately insures this agreement, than the maker is required to disclose, at the time of purchase, the full information of the insurer. That information, should it apply, is provided on the insurance information disclosure page and will be attached to this document by the maker. Kentucky law requires that the mechanical repair coverage, afforded under this agreement, is limited to coverage for defects in materials and workmanship. The policy of the administrator is: Should a component covered by this agreement exhibit premature wear out, and it has been properly maintained, than it is proven that the component is defective in materials and/or workmanship and coverage is afforded under this agreement.

**MISSOURI:** §407-1209: 11 The provider of the service contract shall mail a written notice to the contract holder within fifteen days of the date of termination. §407-1209: 12 Service contracts shall require every provider to permit the service contract holder to return the contract within at least twenty business days of the date of mailing of the service contract or within at least ten days if the service contract is delivered at the time of sale or within a longer period permitted under the contract. If no claim has been made under the contract, the contract is void and the provider shall refund to the contract holder the full purchase price of the contract. A ten percent penalty per month shall be added to a refund that is not paid within thirty days of return of the contract to the provider. The applicable free-look time periods on service contracts shall only apply to the original service contract purchaser. §407-1212: 3 A person, such as a bank, savings and loan association, lending institution, manufacturer or seller of any product, shall not require the purchase of a service contract as a condition of a loan or a condition for the sale of any property.

**NEW HAMPSHIRE:** TITLE XXXVII CHAPTER 415-C:6(h) For questions regarding your service contract you should contact our Customer Service Department at (800) 356-9441 during regular business hours Monday thru Friday 9:00 A.M. to 5:00 P.M. EST or anytime by e-mail to operations@pennwarrantycorp.com. To file a formal complaint under your contract call (800) 575-2749. In the event you do not receive satisfaction under this contract, you may contact the New Hampshire insurance department at (603) 271-2261 or in writing at the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301.

**NEW YORK:** ISC Article 79 § 7903(e) Service contracts shall require every provider to permit the service contract holder to return the contract within at least twenty days of the date of mailing of the service contract or within at least ten days if the service contract is delivered at the time of the sale or within a longer time period permitted under the contract. If no claim has been made under the contract, the contract shall be void and the provider shall refund to the contract holder the full purchase price of the contract. A ten percent penalty per month shall be added to a refund that is not made within thirty days of return of the contract to the provider. The provisions of this subsection only apply to the original purchaser of the service contract. ISC Article 79 § 7905(n) Service contracts shall contain a statement of the service contract holder's right to return the contract within at least twenty days of the date of mailing of the service contract or within at least ten days if the service contract is delivered at the time of the sale or within a longer time period permitted under the contract. If no claim has been made under the contract, the contract shall be void and the provider shall refund to the contract holder the full purchase price of the contract. The service contract shall also contain a statement that a ten percent penalty per month shall be added to a refund that is not made within thirty days of return of the contract to the provider. No refunds or credits are available after the return period as provided for in 7903(e) and 7905(n).

**OKLAHOMA:** 36-6628 "Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association." 36-6614(C) Cancellation provision. In the event the contract is canceled by the warranty holder, return of premium shall be based upon (90%) of the unearned pro rata premium, less the actual cost of any service provided under the service warranty contract. In the event the contract is canceled by the association, return of the premium shall be based upon (100%) of unearned pro rata premium, less the actual cost of any service provided under the service warrant contract.

**SOUTH CAROLINA:** SECTION 38-78-30(F) 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 days after return of the service contract to the provider. INSURANCE DEPARTMENT DISCLOSURE For questions regarding your service contract you should contact our Customer Service Department at (800) 356-9441 during regular business hours Monday thru Friday 9:00 A.M. to 5:00 P.M. EST or anytime by e-mail to OPERATIONS@PENNWARRANTYCORP.COM. To file a formal complaint under your contract call (800) 575-2749. In the event you do not receive satisfaction under this contract, you may contact the South Carolina Department of Insurance Consumer Services Office at 803-737-6180 or in writing at South Carolina Department of Insurance P.O. Box 100105, Columbia, SC 29202-3105

**TEXAS:** Texas Occupations Code Title 8 § 1304.157 Returning a Service Contract. The provider is required to allow the service contract holder to return the contract to the provider not later than: (1) the 20th day after the date the contract is mailed to the service contract holder; or (2) the 10th day after the date of delivery, if the contract is delivered to the service contract holder at the time of sale. TEXAS DEPARTMENT OF LICENSING AND REGULATION DISCLOSURE: 16 Texas Administrative Code 77.70 Should you feel that a concern is not being dealt with fairly or you have questions in general regarding the regulation of service contract providers, you may contact the Texas Department of Licensing and Regulation at 1-800-803-9202, or in writing at: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711

**VERMONT:** 8 V.S.A. § 4253(2)(c) No service contract sold or offered for sale to a consumer in this state shall fail to contain the authorization of the original service contract holder to return the contract within 20 days of receipt of the contract if no claim has been made under the contract and obtain a refund of the full purchase price of the contract. Each provider shall provide or mail a copy of the service contract to the customer within 14 days of the date of sale, unless the provider makes a copy of the service contract terms and conditions available to the consumer at the point of sale, in which event the provider must provide or mail the service contract to the customer within a reasonable period of time.



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VEHICLE MODEL _____	CONTRACT PRICE _____
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PRIMARY PHONE _____	CITY _____
SECONDARY PHONE _____	STATE _____ ZIP _____
DEALER NAME _____	LIEN HOLDER _____
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**COOLING SYSTEM** - Fan and fan clutch. Electric radiator fan motor, water pump.

**AIR CONDITIONING** - Compressor, compressor clutch, clutch coil, evaporator, and condenser on vehicles with factory installed air conditioning originally equipped with R134a.

**STEERING** - Steering gear, rack and pinion assembly, and all internal parts. Power steering cooler and lines.

**SUSPENSION** - Front or rear springs which are broken or worn beyond manufacturer's specifications. Control arms and ball joints.

**BRAKES** - All brake components, including all components of the anti-lock brake system including: wheel cylinders, front or rear calipers, brake springs, pins, and hardware kits, wheel speed sensors (sensors damaged by bad wheel bearings are not covered), brake hoses, brake lines, brake combination or proportioning valves, master cylinder, ABS pump, ABS module, ABS hydraulic unit, ABS hydraulic control unit, and ABS accumulator. Brake linings, pads, rotors and drums are NOT covered.

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**I have read and fully understood the terms of this contract.**

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Your used vehicle service contract gives you specific rights. You may have other rights that vary from state to state which include, but may not be limited to, the state disclosures listed below.

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**KENTUCKY:** Consumer Notice: Under the Kentucky Revised Statutes, if this agreement is made within the Commonwealth of Kentucky by a Kentucky resident, THE PENN WARRANTY CORPORATION is the administrator acting on behalf of the maker and the Dealer or Manufacturer or Distributor or the Importer of the Motor Vehicle, covered by this agreement is the maker. This agreement is incidental to the makers selling or leasing of motor vehicles, which is the makers primary business. Accordingly this agreement shall not be deemed insurance. However, if the maker separately insures this agreement, than the maker is required to disclose, at the time of purchase, the full information of the insurer. That information, should it apply, is provided on the insurance information disclosure page and will be attached to this document by the maker. Kentucky law requires that the mechanical repair coverage, afforded under this agreement, is limited to coverage for defects in materials and workmanship. The policy of the administrator is: Should a component covered by this agreement exhibit premature wear out, and it has been properly maintained, than it is proven that the component is defective in materials and/or workmanship and coverage is afforded under this agreement.

**MISSOURI:** §407-1209: 11 The provider of the service contract shall mail a written notice to the contract holder within fifteen days of the date of termination. §407-1209: 12 Service contracts shall require every provider to permit the service contract holder to return the contract within at least twenty business days of the date of mailing of the service contract or within at least ten days if the service contract is delivered at the time of sale or within a longer period permitted under the contract. If no claim has been made under the contract, the contract is void and the provider shall refund to the contract holder the full purchase price of the contract. A ten percent penalty per month shall be added to a refund that is not paid within thirty days of return of the contract to the provider. The applicable free-look time periods on service contracts shall only apply to the original service contract purchaser. §407-1212: 3 A person, such as a bank, savings and loan association, lending institution, manufacturer or seller of any product, shall not require the purchase of a service contract as a condition of a loan or a condition for the sale of any property.

**NEW HAMPSHIRE:** TITLE XXXVII CHAPTER 415-C:6(h) For questions regarding your service contract you should contact our Customer Service Department at (800) 356-9441 during regular business hours Monday thru Friday 9:00 A.M. to 5:00 P.M. EST or anytime by e-mail to operations@pennwarrantycorp.com. To file a formal complaint under your contract call (800) 575-2749. In the event you do not receive satisfaction under this contract, you may contact the New Hampshire insurance department at (603) 271-2261 or in writing at the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301.

**NEW YORK:** ISC Article 79 § 7903(e) Service contracts shall require every provider to permit the service contract holder to return the contract within at least twenty days of the date of mailing of the service contract or within at least ten days if the service contract is delivered at the time of the sale or within a longer time period permitted under the contract. If no claim has been made under the contract, the contract shall be void and the provider shall refund to the contract holder the full purchase price of the contract. A ten percent penalty per month shall be added to a refund that is not made within thirty days of return of the contract to the provider. The provisions of this subsection only apply to the original purchaser of the service contract. ISC Article 79 § 7905(n) Service contracts shall contain a statement of the service contract holder's right to return the contract within at least twenty days of the date of mailing of the service contract or within at least ten days if the service contract is delivered at the time of the sale or within a longer time period permitted under the contract. If no claim has been made under the contract, the contract shall be void and the provider shall refund to the contract holder the full purchase price of the contract. The service contract shall also contain a statement that a ten percent penalty per month shall be added to a refund that is not made within thirty days of return of the contract to the provider. No refunds or credits are available after the return period as provided for in 7903(e) and 7905(n).

**OKLAHOMA:** 36-6628 "Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association." 36-6614(C) Cancellation provision. In the event the contract is canceled by the warranty holder, return of premium shall be based upon (90%) of the unearned pro rata premium, less the actual cost of any service provided under the service warranty contract. In the event the contract is canceled by the association, return of the premium shall be based upon (100%) of unearned pro rata premium, less the actual cost of any service provided under the service warrant contract.

**SOUTH CAROLINA:** SECTION 38-78-30(F) 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 days after return of the service contract to the provider. INSURANCE DEPARTMENT DISCLOSURE For questions regarding your service contract you should contact our Customer Service Department at (800) 356-9441 during regular business hours Monday thru Friday 9:00 A.M. to 5:00 P.M. EST or anytime by e-mail to OPERATIONS@PENNWARRANTYCORP.COM. To file a formal complaint under your contract call (800) 575-2749. In the event you do not receive satisfaction under this contract, you may contact the South Carolina Department of Insurance Consumer Services Office at 803-737-6180 or in writing at South Carolina Department of Insurance P.O. Box 100105, Columbia, SC 29202-3105

**TEXAS:** Texas Occupations Code Title 8 § 1304.157 Returning a Service Contract. The provider is required to allow the service contract holder to return the contract to the provider not later than: (1) the 20th day after the date the contract is mailed to the service contract holder; or (2) the 10th day after the date of delivery, if the contract is delivered to the service contract holder at the time of sale. TEXAS DEPARTMENT OF LICENSING AND REGULATION DISCLOSURE: 16 Texas Administrative Code 77.70 Should you feel that a concern is not being dealt with fairly or you have questions in general regarding the regulation of service contract providers, you may contact the Texas Department of Licensing and Regulation at 1-800-803-9202, or in writing at: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711

**VERMONT:** 8 V.S.A. § 4253(2)(c) No service contract sold or offered for sale to a consumer in this state shall fail to contain the authorization of the original service contract holder to return the contract within 20 days of receipt of the contract if no claim has been made under the contract and obtain a refund of the full purchase price of the contract. Each provider shall provide or mail a copy of the service contract to the customer within 14 days of the date of sale, unless the provider makes a copy of the service contract terms and conditions available to the consumer at the point of sale, in which event the provider must provide or mail the service contract to the customer within a reasonable period of time.



# Secured Capital Management

2908

Hanover Industrial Estates • 1081 Hanover Street • Wilkes-Barre, PA 18706-2028  
Tel (800) 292-2750 • Fax (570) 270-3238  
E-mail: customer.service@pennwarrantycorp.com • www.pennwarrantycorp.com

## GOLD CONTRACT - Unlimited Mileage

VEHICLE SALE DATE _____	VIN _____
VEHICLE YEAR _____	MILEAGE _____
VEHICLE MAKE _____	VEHICLE PRICE _____
VEHICLE MODEL _____	CONTRACT PRICE _____
OWNER NAME _____	ADDRESS _____
PRIMARY PHONE _____	CITY _____
SECONDARY PHONE _____	STATE _____ ZIP _____
DEALER NAME _____	LIEN HOLDER _____
PRIMARY PHONE _____	PRIMARY PHONE _____
SECONDARY PHONE _____	ADDRESS _____
SALESPERSON NAME _____	CITY _____ STATE _____ ZIP _____

6 MONTHS       12 MONTHS       24 MONTHS       36 MONTHS       48 MONTHS

### WHAT IS COVERED?

**ENGINE** - Cylinder block, cylinder heads, and all internal parts including: pistons, piston pins, piston rings, connecting rods, connecting rod bearings, crankshaft and main bearings, camshaft and lifters/followers (lifters or followers which have not failed, and only require cleaning are not covered), intake and exhaust valves, push rods, rocker arm shafts, rocker arms, timing drive components including timing chains/belts (timing chain or belt which is being changed as part of the manufacturer's preventive maintenance schedule, is not covered). Valve train covers, intake and exhaust manifolds, flywheel, oil pump, and oil pan. Internal engine sensors. Cylinder head gaskets and intake manifold gaskets are covered for coolant leaks only.

**AUTOMATIC TRANSMISSION** - Case and all internal parts including: planetary gear systems, clutch and steel packs, clutch drums, bands, internal seals, pump, valve body, internal sensors and internal solenoids, and overrunning or one way clutch assemblies. Torque converter and the torque converter housing.

**STANDARD TRANSMISSION** - Case and all internal parts, including: input shaft, output shaft, idler shafts, main shaft, all internal gears, shift forks, and synchronizer assemblies. Any internal solenoids or sensors. Standard transmission clutch assemblies, linkages, and hydraulic clutch units are not covered.

**DIFFERENTIAL** - Front or rear differential housing and all internal parts. Drive shaft, universal joints, and front axle joints. Transfer case on four wheel drive vehicles and all internal parts.

**COOLING SYSTEM** - Fan and fan clutch. Electric radiator fan motor, water pump.

**AIR CONDITIONING** - Compressor, compressor clutch, clutch coil, evaporator, and condenser on vehicles with factory installed air conditioning originally equipped with R134a.

**STEERING** - Steering gear, rack and pinion assembly, and all internal parts. Power steering cooler and lines.

**SUSPENSION** - Front or rear springs which are broken or worn beyond manufacturer's specifications. Control arms and ball joints.

**BRAKES** - All brake components, including all components of the anti-lock brake system including: wheel cylinders, front or rear calipers, brake springs, pins, and hardware kits, wheel speed sensors (sensors damaged by bad wheel bearings are not covered), brake hoses, brake lines, brake combination or proportioning valves, master cylinder, ABS pump, ABS module, ABS hydraulic unit, ABS hydraulic control unit, and ABS accumulator. Brake linings, pads, rotors and drums are NOT covered.

**ELECTRICAL** - Alternator, voltage regulator, windshield wiper motor and starter motor, power window motors, power seat motors, and power door lock actuators.

**RENTAL CAR** - Twenty five dollars (\$25.00) per eight hours of authorized flat rate time to repair or replace a covered component with a maximum of two hundred and fifty dollars (\$250.00). Any delays caused by unavailability of parts, shipping of parts, repair facility scheduling, or any other delays do not qualify for rental reimbursement.

**EMERGENCY ROAD SERVICE** - Nationwide assistance with towing (up to \$50.00), battery jump, flat tire, fluid delivery, and lock outs. You will receive additional information regarding your roadside assistance benefits and an ERS toll free number when you receive your ID card.

**TOWING** - If your vehicle must be towed because a covered component has failed, towing to the nearest qualified repair center is covered up to a maximum of fifty dollars (\$50.00).

**LABOR** - Labor charges are based on industry accepted flat rate time to repair or replace a covered component up to seventy-five dollars (\$75.00) per hour.

Only the components listed in the above systems are covered. No other components, other than those listed above under "What Is Covered?", are covered by this agreement.

### WHAT IS NOT COVERED?

SECURED CAPITAL MANAGEMENT will not cover any repair done without prior authorization. Seals and gaskets are covered only in conjunction with a covered repair. Component failures that occur prior to the acceptance of the contract are not covered by this agreement. Any repairs resulting from a manufacturer's warranty, recall, or service bulletin. This service contract does not cover the parts and labor that are needed to maintain your vehicle (oils, filters, etc.), the parts of your vehicle that are subject to normal wear and tear (fan belts, radiator hoses, etc.). Other items not covered include: abuse, diagnostic charges, fluid leaks, damage that results from fluid leaks, lack of lubrication, failure due to refrigerant contamination or loss of refrigerant or refrigerant oil, recharging and evacuation of the air conditioning system, damage from overheating, continued operation after the initial failure, fire, accident, theft, conditions of the environment including flood damage, damage that results from someone altering the vehicle including, but not limited to, lift kits and non recommended tire sizes, misusing the vehicle, tampering with the vehicle, making improper adjustments, power steering pumps, improper fuels, front or rear axles, wheel bearings including outer axle bearings, CV boots or damage resulting from failed CV boots, improperly maintaining the vehicle, failing to maintain the vehicle within manufacturer's recommendations, damage or failure of a covered component caused by a non-covered component, previous or improper repairs, or fuel pumps.

### WHAT SECURED CAPITAL MANAGEMENT WILL DO

Under this used vehicle service contract, SECURED CAPITAL MANAGEMENT will reimburse you, or your repair center, the amount authorized for the repair or replacement of any component covered by this agreement (excluding sales tax) that is found to be defective or worn beyond service limits, including through normal wear and tear. Maximum reimbursement per repair authorization will not exceed twenty-five hundred dollars (\$2500.00). Total reimbursements over the contract life will not exceed the vehicle purchase price as stated above. After investigating your component failure, in the case of a discrepancy in findings, SECURED CAPITAL MANAGEMENT reserves the right to have repairs done at a location other than the one you have selected. SECURED CAPITAL MANAGEMENT will reimburse you for the entire amount of a covered component failure, less related charges not covered by this agreement, less **one hundred dollars (\$100.00)** per occurrence. A maximum of one per occurrence charge will be assessed per repair shop visit. Obligations of the provider, under this service contract, are backed by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement insurance policy.

### TO OPEN A CLAIM

Repair estimates can be done at any qualified repair center you choose. Your vehicle must be at a repair center in order for a claim to be opened. If you need assistance in locating a repair center, contact our Customer Service Department at 800-292-2750. Once the vehicle is at the repair center, supply them a copy of your contract. You are responsible to have the repair center call us at 800-292-2750 to open a claim (M-F from 9:00AM-5:00PM EST) and with the estimate of repairs before any work begins. The service contract holder is responsible for all charges relating to the tear down and diagnosis of the vehicle. The repair center must provide an estimate of repairs containing both parts and labor. Once we have reviewed the estimate SECURED CAPITAL MANAGEMENT reserves the right to inspect your vehicle before any repairs are made. If it is determined that a covered component has failed and the estimate for the repair is agreed upon by our adjuster, an authorization number will be issued by us for the repair. **No repairs are to be made on your vehicle until an authorization number is issued by SECURED CAPITAL MANAGEMENT.** When making repairs, the repair shop shall use components of the same type and quality as those removed, which may include aftermarket, reconditioned, or used components. You must maintain your vehicle in accordance with manufacturer's recommendations and retain all invoices of any work performed. We reserve the right to request any and all maintenance/repair records pertaining to your vehicle. Emergency repairs done outside of working hours may be submitted to Customer Service with a letter of explanation for payment consideration. ©1995-2009 The Penn Warranty Corporation

IMPORTANT: Coverage does not begin until this agreement is received and approved at SECURED CAPITAL MANAGEMENT at the address listed above.

**I have read and fully understood the terms of this contract.**

CUSTOMER SIGNATURE: X \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

## SCM OTHER SERVICE CONTRACT TERMS AND STATE DISCLOSURES:

**HOW LONG IS THE SERVICE CONTRACT?:** The used vehicle service contract begins on the day this agreement is received and accepted by SECURED CAPITAL MANAGEMENT and lasts for the period set forth on the reverse side. An inoperative, inaccurate, or altered odometer will void this contract. SECURED CAPITAL MANAGEMENT is the provider and administrator of this contract.

**CLAIM REIMBURSEMENT:** For claim reimbursement, a repair center invoice must be submitted showing the following information: repair facility name, address, and phone number. Contract Holder name, address, and phone number, authorization number, Vehicle VIN, Year, Make, and Model, current mileage and breakdown of parts and labor. The authorization number issued by SECURED CAPITAL MANAGEMENT must appear on all receipts submitted for payment. Authorization numbers are valid for 180 days from the date issued. No invoices will be processed for reimbursement without a valid authorization number.

For a component failure to be covered under this service contract, the component failure must occur under normal use of the vehicle during the service contract coverage period. SECURED CAPITAL MANAGEMENT will not be responsible for any time that you lose, any inconvenience you might be caused, loss of your transportation, the quality of a repair by the repair center, or any other incidental or consequential damages you may have. SECURED CAPITAL MANAGEMENT reserves the right to reject or cancel any contract with cause.

**CANCELATION, REFUND, AND TRANSFER POLICIES:** State disclosures listed take precedence over any conflicting policies. In the event that your vehicle is declared a total loss by your insurance company or is repossessed by the lienholder we will make a prorated refund to the contract holder or lienholder based on time or mileage, deducting any claims paid or that we are obligated to pay, minus a fifty dollar (\$50.00) processing fee. You or the lienholder must submit any documentation requested to show the vehicle was totaled or repossessed. Other than the above noted conditions, there is no credit for early termination. **This used vehicle service contract is transferable to subsequent owners. The charge to transfer is one hundred dollars (\$100.00). The transferred service contract will remain in effect for the remainder of the original coverage period. Without a transfer to the new owner, this contract is terminated at the time of sale or when contract holder no longer owns the vehicle.**

**SEVERABILITY:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, that provision or provisions shall be stricken and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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**OKLAHOMA:** 36-6628 "Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association." 36-6614(C) Cancellation provision. In the event the contract is canceled by the warranty holder, return of premium shall be based upon (90%) of the unearned pro rata premium, less the actual cost of any service provided under the service warranty contract. In the event the contract is canceled by the association, return of the premium shall be based upon (100%) of unearned pro rata premium, less the actual cost of any service provided under the service warrant contract.

**SOUTH CAROLINA:** SECTION 38-78-30(F) 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 days after return of the service contract to the provider. **INSURANCE DEPARTMENT DISCLOSURE** For questions regarding your service contract you should contact our Customer Service Department at (800) 356-9441 during regular business hours Monday thru Friday 9:00 A.M. to 5:00 P.M. EST or anytime by e-mail to OPERATIONS@PENNWARRANTYCORP.COM. To file a formal complaint under your contract call (800) 575-2749. In the event you do not receive satisfaction under this contract, you may contact the South Carolina Department of Insurance Consumer Services Office at 803-737-6180 or in writing at South Carolina Department of Insurance P.O. Box 100105, Columbia, SC 29202-3105

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