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In return for payment by You of the Service Contract Price, We agree with You as follows:

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### Who to Contact if You Have a Breakdown

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**If a Breakdown occurs, contact the Administrator for a preferred Repair Facility by visiting us at:**

[www.mrcclaims.net](http://www.mrcclaims.net)

or calling toll free: (800) 731-2834

Service hours Monday through Friday 7:00AM - 7:00PM (Central Time)

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### Key Terms

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- **Authorization** means approval from the Administrator to complete repairs under this Service Contract
- **Breakdown** means the failure of any part covered by this Service Contract to perform its Intended functions(s) in normal service.
- **Cost** means the reasonable and customary charges for Parts and labor necessary to repair or replace the Parts covered. These charges shall not exceed manufacturer's suggested retail price for Parts and labor allowances derived from nationally recognized labor time publications.
- **Deductible** means the amount that You must pay for covered repairs per visit as shown on the MY MAXCARE Information Schedule. However, the Deductible shown in Section 3 of the MY MAXCARE Information Schedule lowers by fifty dollars (\$50) if covered repairs are performed at a CarMax Service Center. If Your Cost is a Warranty Deductible charge, this Service Contract will pay the charge.
- **Maintenance** means Maintenance procedures required by the manufacturer.
- **Months** means the number of Months shown on the MY MAXCARE Information Schedule.
- **Miles** means the number of Miles shown on the MY MAXCARE Information Schedule.
- **OEM** means Original Equipment Manufacturer.
- **Odometer Miles** means the actual Miles Your Vehicle has traveled as recorded on an unaltered odometer.
- **Parts** original equipment or at the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufacturer parts.
- **Purchase Date** means the date You purchased this Service Contract shown on the MY MAXCARE Information Schedule.
- **Repair Facility** means a CarMax Repair Facility, franchised automobile dealer or licensed Repair Facility that provides a written Parts and labor guarantee for covered repairs of not less than 6 Months and 6,000 Miles. If a CarMax Repair Facility, franchised automobile dealer or licensed Repair Facility does not provide a written parts and labor guarantee of 6 Months and 6,000 Miles, the Administrator will refer Your Vehicle to a CarMax Repair Facility, franchised automobile dealer or licensed repair facility provides a written parts and labor guarantee for covered repairs of 6 months and 6,000 miles or greater.
- **Service Contract** means Mechanical Repair Service Contract hereafter referred to as Service Contract.
- **Service Contract Price** means the amount You paid for this Service Contract as shown on the MY MAXCARE Information Schedule.
- **Selling Location** means the CarMax location where You purchased this Service Contract shown on the MY MAXCARE Information Schedule.
- **Vehicle** means the covered car or truck shown on the MY MAXCARE Information Schedule.
- **Warranty** means any manufacturer Warranty, Warranty required by state law, dealer Warranty or a Repair Facility guarantee.




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### What This Service Contract Does Not Cover (continued)

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#### Non-standard use or manufacturer origin:

11. Breakdown caused by towing a trailer or another Vehicle unless Your Vehicle is equipped for this as recommended by the manufacturer of Your Vehicle.
12. Breakdown caused by using Your Vehicle for racing or other competition.
13. Commercial use including, but not limited to use as: taxi, police car or other emergency vehicle, hauling, construction (other than driving to and from work), pick-up and delivery service, daily rentals, carrying passengers for hire, snowplowing and company pool use or business travel when the Vehicle is used by more than one driver.
14. If Your Vehicle was manufactured as a non-U.S. specification model.

#### Collision, physical damage and cosmetics:

15. Breakdown caused by collision, fire, theft, vandalism, riot, terrorist acts, war, explosion, lightning, earthquake, hurricane, volcanic eruption, windstorm, tropical storm, hail, water, freezing or flood.
16. If Your Vehicle has been declared a total loss, salvaged or junk vehicle.
17. To correct a cosmetic imperfection or breakdown or damage caused by rust or weather-related corrosion.

#### Negligence, misrepresentation or misuse:

18. Failure to observe the manufacturer's maintenance manual for instructions regarding warning devices or any documented warnings provided by a qualified Repair Facility.
19. Breakdown when contaminated fluids caused or contributed to the Breakdown.
20. Breakdown or damage caused by abuse or misuse.
21. Loss or damage which is caused by Your or operator's failure to use all reasonable precautions to protect the Vehicle from any further loss or damage after a Breakdown or failure has occurred or been indicated.
22. Damage caused to Your engine resulting from the ingestion of water through the engine air intake system (commonly referred to as water ingestion).
23. Your Vehicle's odometer has been stopped, altered or misrepresents Your Vehicle's actual mileage.
24. Damage caused by contamination, overheating from lack of coolant or lubricants, improper specification (type) of fluids, lack of oil viscosity, sludge or restricted oil flow. Examples include but not limited to: engine and transmission.

#### Expiring Warranty and manufacturer recalls:

25. Costs covered by any Warranty regardless of whether they honor such Warranty.
26. Costs that are or would have been covered under any Vehicle Warranty whether or not such Warranty is in effect in another country or has been voided by the manufacturer.
27. Breakdown that is a direct result of a mechanical or structural defect when the manufacturer of Your Vehicle has announced a public recall for the purpose of correcting such a defect.

#### Miscellaneous:

28. Repairs performed without the Administrator's prior authorization.
29. Loss of time, economic loss, inconvenience, lodging, food, freight charges, core charges, storage charges, or other consequential loss or damage that resulted from a Breakdown. Consequential or incidental damage or loss should Your Vehicle be involved in a collision caused by or involving a Breakdown.
30. Breakdown of a covered part resulting from the failure of a non-covered part.
31. To repair, replace, adjust or align any part not covered by this Service Contract unless required in conjunction with the repair of a covered part.
32. For diagnosis charges, cost of disassembly or assembly if Your repair is not covered or has been denied.
33. Any repair or replacement of a covered part if no Breakdown has occurred regardless of Repair facility recommendations; or if the wear on a part has not exceeded the specified field tolerance, as defined by the manufacturer.

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### Your Responsibilities

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You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Vehicle. You are required to safely pull Your Vehicle off the road and shut down the engine immediately when either of these lights/gauges indicates a problem.

#### If You experience a Breakdown, You agree to:

- Use all reasonable means to protect Your Vehicle from further damage.
- Notify the Administrator as soon as possible.




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## General Provisions (continued)

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### 7. How This Service Contract may be canceled - Including Refunds And Charges

#### **Cancellation by You**

You may cancel this Service Contract at any time. To cancel, contact the Selling Location. The Selling Location will assist with Your cancellation request and verify the mileage of Your Vehicle. If You are unable to return to the Selling Location, You must provide written notice to the Administrator. A copy of Your Service Contract and an odometer reading statement must be included with Your request for cancellation.

#### **Cancellation by Us**

If We cancel this Service Contract, We will mail You written notice at least sixty (60) days prior to cancellation. We may cancel this Service Contract for any reason within sixty (60) days of the Purchase Date. After sixty (60) days, We may cancel this Service Contract:

- If there has been a material misrepresentation or fraud;
- ;
- If You do not pay the Service Contract Price;

#### **Cancellation by Lienholder**

If this Service Contract is financed, the Lienholder (shown in Section 5 of the MY MAXCARE Information Schedule) may cancel the Service Contract in the event You default in Your obligation to such Lienholder or in the event Your Vehicle is declared a total loss or is repossessed.

#### **How refunds are calculated**

If this Service Contract is canceled within sixty (60) days of the Purchase Date and a claim has not been incurred, a 100% refund of the Service Contract Price will be made. No administrative fee will be charged within the first sixty (60) days of cancellation from the Purchase Date. After sixty (60) days or if You have incurred a claim, a pro-rata refund of the unused Months or unused Miles will be made. The pro-rata refund will be calculated by multiplying the Service Contract Price by the lesser percentage of the unused Months or unused Miles compared to the total Months or total Miles of Your Service Contract Period, less an administrative fee of \$25 or 10% of the refund amount, whichever is less. If the Service Contract is canceled by Us, no administrative fee will be charged. All refunds will be paid to the Lienholder if any, otherwise to You.

### 8. Insurance

Performance to You under this Service Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Service Contract has been denied or has not been honored within sixty (60) days after Your request. The name and address of the insurance company is: Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357.

### 9. Entire Service Contract

This Service Contract represents the entire agreement between You and Us. No person has the authority to change this Service Contract or to waive any of its provisions. No other written or oral statements apply to this Service Contract.

**Key Terms (continued)**

- "We, Us and Our and Administrator mean Motor Warranty Services of North America, California License #OE40891, 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-731-2834.
- You and Your mean the buyer and/or co-buyer shown on the MY MAXCARE Information Schedule, or an eligible person to whom this Service Contract has been properly transferred.

**What This Service Contract Covers**

- **Breakdown:** During the Service Contract Period, We will pay a Repair Facility, or at Our option, reimburse You the Cost to remedy any covered Breakdown of Your Vehicle less Your Deductible except items listed under What This Service Contract Does Not Cover.
- **Rental Reimbursement:** When a Breakdown renders Your Vehicle Inoperable or unsafe to drive or requires Your Vehicle to be held by a Repair Facility overnight for covered repairs, We will pay Your actual expenses to rent a replacement Vehicle from a licensed rental agency not to exceed \$40 per day for a maximum of 7 days for any one Breakdown.
- **Towing Reimbursement:** When a covered Breakdown disables Your Vehicle, We will pay for towing expenses not to exceed \$100 per disablement.

**Your Maintenance Requirements**

In order to keep Your Service Contract valid, You must follow the Maintenance procedures recommended by the manufacturer of Your Vehicle. You must keep receipts which verify the Vehicle identification number, work orders and other documentation that show date, a description of Your Vehicle, mileage and services performed. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.

**What This Service Contract Does Not Cover**

We will not pay for or cover the following:

**Maintenance and non-mechanical Parts:**

1. The Maintenance schedule for Your Vehicle. If You do not receive an owner's manual at the time of purchase it is Your responsibility to obtain a manual and follow its guidelines. See Your Selling Location to learn how to obtain an owner's manual for Your Vehicle.
2. Other normal Maintenance services and Parts including engine tune-up (includes spark plugs, glow plugs, ignition wires, distributor cap and rotor), batteries, filters, lubricants or fluids, air conditioning refrigerant, engine coolant, all alignment, tires, wheel covers, wheel rims, wheels, wheel balancing, shock absorbers, exhaust system, catalytic converter, friction clutch and pressure plate, and clutch throw out bearing.
3. Glass, glass framework, fastening adhesives, sealed beam head lamp, light bulbs, lenses, trim, moldings, bright metal, upholstery, vinyl and convertible tops, paint, sheet metal, bumpers, alignment of body parts, flexible body parts, door panels, body panels, structural framework, structural welds, and removable hardtop assemblies.
4. Repairs made solely to meet or maintain any governmental emission standards.
5. Repairs of water and air leaks, rattles, squeaks and wind noise.
6. Expenses charged for the disposal of environmentally unsafe materials, non-specific materials or shop supplies.

Modifications (unless performed by the manufacturer or their representative and within normal, operating specifications):

7. Aftermarket accessories or equipment installed after Vehicle purchase date. These include but are not limited to: anti-theft systems, radar detectors, CB radios, audio/visual equipment, cruise control, sun roof, solar powered devices, telephones, lift kits, TV/VCR/DVD and related components and appliances.
8. Breakdown caused by or aggravated by, but not limited to, tires two or more sizes larger or smaller than manufacturer specifications, lift kits, aftermarket performance Parts or systems.
9. Breakdown due to modifications to plow snow, whether the snowplow blade is attached to the Vehicle or not.
10. Repair of valves and/or rings for the purpose of raising the engine's compression when a Breakdown has not occurred.

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### Your Responsibilities (continued)

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- **Furnish the Administrator with such information as the Administrator may reasonably require, and if requested provide proof of Your Vehicle's regular Maintenance during the Service Contract Period as defined in Your Maintenance Requirements.**
- **Reserve for the Administrator the right to refer Your Vehicle to the Selling Location or a Repair Facility that sells and services Your type of Vehicle, for certain repairs.**
- **Allow the Administrator to examine Your Vehicle if the Administrator asks to do so.**
- **Obtain Authorization from the Administrator prior to beginning any repairs covered by this Service Contract.**
- **Call the following business day or as soon as reasonably possible to receive claim filing instructions should a Breakdown occur on a weekend or holiday. Customer service hours are 7:00 AM - 7:00 PM (Central Time) Monday through Friday.**

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### General Provisions

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1. **Service Contract period:** The term of this Service Contract is the Months and Miles shown on the MY MAXCARE Information Schedule. The Service Contract begins on the Purchase Date (see Key Terms) and at the Current Odometer Reading stated in Section 1 of MY MAXCARE Information Schedule. The term ends when the Months from the Purchase Date is reached or when the Expiration Miles are registered on the odometer, whichever occurs first.
2. **When and where You are covered:** You are covered when this Service Contract is Issued or transferred to You. This Service Contract applies only to Breakdowns occurring within the continental United States of America, Alaska, Hawaii and Canada.
3. **If You have other coverage:** If the manufacturer or Repair Facility agrees to cover all or some of the Cost of a Breakdown after a Warranty or guarantee has expired, We will pay only for any extra Cost. If You have any other Rental Reimbursement coverage or Towing and Road Service coverage, We will pay only the amount in excess of that coverage, subject to the limits of this Service Contract.
4. **Your help and cooperation:** Your help and cooperation is required if We ask You to help Us enforce Your rights against any manufacturer or Repair Facility who may be responsible to You for the Cost of repairs covered by this Service Contract.
5. **Dispute resolution - arbitration:** Mandatory arbitration is not allowed under this Service Contract. If You and We mutually agree, this Service Contract provides for binding arbitration if there is an unresolved dispute between You and Us concerning this Service Contract (for example the Cost of, lack of or actual repair or replacement arising from a Breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Service Contract by a judge and/or a jury. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction of any such error.  
To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an umpire. Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the California Civil Code (1750 et. seq.) and the California Arbitration Act (1280 et. Seq.). The laws of the state of California govern all matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract. All fees and costs charged to You under this provision shall be waived if You are an indigent consumer. Indigent consumer means a person having a gross monthly income that is less than 300 percent of the federal poverty guidelines. If You are determined to be an indigent consumer all provisions of California Code of Civil Procedure §1284.3 apply.
6. **Transferability:** Your rights and duties under this Service Contract may only be transferred to a subsequent owner directly by You within thirty (30) days from the date of sale to the subsequent owner and upon payment to Us of a \$30 transfer fee. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. This Service Contract can only be transferred if the remaining portion of the Warranty including Powertrain Warranty has not been reduced or voided. In the event of Your death, the benefits of this Service Contract will be available to Your spouse or legal representative.