



FILED

NOV 25 2003

Office
INSURANCE REG.
Docketed by: *[Signature]*

OFFICE OF INSURANCE REGULATION

KEVIN M. McCARTY
DIRECTOR

IN THE MATTER OF:

CASE No.: 72061-03-CO

WARRANTY GOLD, LTD. (a/k/a WARRANTY GOLD)

**CECO MANAGEMENT CORPORATION,
doing business as WARRANTYGOLD.COM
(Auto Warranty Rep. Lic. #D029834)**

NATIONAL WARRANTY INSURANCE, RRG

IMMEDIATE FINAL ORDER

TO:

**CECO MANAGEMENT CORPORATION, d/b/a WARRANTYGOLD.COM
901 S. Mo Pac Expressway
#310
Austin, Texas 78746**

**WARRANTY GOLD, LTD (a/k/a WARRANTY GOLD)
9508 Jollyville Road, Suite 303
Austin, Texas 78759**

**Additional address for Warranty Gold:
7501 Highway 290 East
Suite 101
Austin, Texas 78723**

**NATIONAL WARRANTY INSURANCE, RRG
5201 "R" Street
Lincoln, NE 68504**

**Additional address for National Warranty Insurance, RRG:
Crusader House, Mary Street
Building 102
Georgetown
Grand Cayman, CJ 00000**

YOU ARE HEREBY NOTIFIED that pursuant to the Florida Insurance Code, including Sections 624.307, 624.317, 634.031, and 634.171 of the Florida Statutes, the State of Florida, Office of Insurance Regulation (hereinafter referred to as the "OFFICE") has caused an investigation to be made of the insurance-related activities of CECO MANAGEMENT CORPORATION, dba WARRANTYGOLD.COM and WARRANTY GOLD, LTD (a/k/a WARRANTY GOLD) and NATIONAL WARRANTY INSURANCE, RRG.

As a result of its investigation, the OFFICE, finds:

1. Section 120.569(2)(n), Florida Statutes, provides that "if an agency head finds that an immediate danger to the public health, safety or welfare requires an immediate final order, it shall recite with particularity the facts underlying such finding in the final order..." Additionally, Section 634.031, Florida Statutes, states that the OFFICE may, pursuant to section 120.569, Florida Statutes, issue an immediate final order to cease and desist to any person or entity which violates Section 634.031, Florida Statutes, by transacting, administering or marketing motor vehicle service agreements without a license. The Florida Legislature has specifically found that a violation of Section 634.031, Florida Statutes, constitutes an imminent and immediate threat to the public health, safety, and welfare of the residents of this state.

2. Section 634.041, Florida Statutes, requires a service agreement company to apply for a license, make a deposit, maintain minimum net assets of \$500,000.00, establish and maintain an unearned premium reserve, and maintain contractual liability insurance, among other requirements.

3. WARRANTY GOLD, LTD., a/k/a WARRANTY GOLD, (hereinafter referred to as "WARRANTY GOLD") has not procured a license permitting it to transact, administer, or market, motor vehicle service agreements in the state of Florida. See attached **Exhibit A**.

4. WARRANTY GOLD has issued motor vehicle service agreements in the state of Florida even though WARRANTY GOLD does not hold a license to issue motor vehicle service agreements in this state, in violation of Section 634.031, Florida Statutes.

5. On or about March 31, 2003, WARRANTY GOLD issued a six-years or 100,000 miles, motor vehicle service agreement to Ed Valek of Sarasota Florida, for his 2000 Chrysler Sebring. The contract price was listed as \$1,456.00. NATIONAL WARRANTY INSURANCE, RRG, (hereinafter referred to as "NATIONAL") is listed as the "claims processing/administrator" on the declaration page received by Mr. Valek. See attached **Exhibit B**.

6. On or about February 15, 2003, WARRANTY GOLD issued a five-years or 100,000 miles, motor vehicle service agreement to Larry and Sarah Spivey of Grande Ridge Florida, for their 2000 Jeep Grand Cherokee. The contract price was listed as \$1,299.00. NATIONAL is listed as the "claims processing/administrator" on the declaration page received by the Spiveys. See attached **Exhibit C**.

7. On or about May 14, 2002, WARRANTY GOLD issued a four-years or 60,000 miles, motor vehicle service agreement to Donald Graham, of Miami, Florida, for his 1998 Jaguar, for a contract price of \$1,538.00. NATIONAL is listed as the "claims processing/administrator" on the declaration page received by Mr. Graham. See attached **Exhibit D**.

8. On or about November 11, 2003, WARRANTY GOLD filed its Petition for Chapter 11 Bankruptcy in the U.S. District Court for the Western District of Texas, case number 03-157121. On November 14, 2003, WARRANTY GOLD, filed with the bankruptcy court, an Amended Motion to Reject all Pre-June 7, 2003 Customer Extended Warranty Contracts. The U.S. Bankruptcy Court granted the motion and is allowing contract holders to file an objection in writing due by December 8, 2003. See the Petition, Motion and the Order attached, **Exhibit E**.

9. CECO MANAGEMENT CORPORATION, d/b/a WARRANTYGOLD.COM, (hereinafter referred to as "CECO") is licensed in Florida as an auto warranty representative, license number D029834, allowing CECO to act as a salesperson for motor vehicle service agreement companies. See attached **Exhibit F**.

10. Pursuant to Section 634.171, Florida Statutes, CECO, as a licensed auto warranty representative, is required to be appointed to a motor vehicle service agreement company that is duly licensed by the Office of Insurance Regulation of the State of Florida.

11. CECO has directly or indirectly solicited and negotiated motor vehicle service agreement contracts for WARRANTY GOLD without being appointed to a licensed motor vehicle service agreement company, in violation of Section 634.171, Florida Statutes, and Section 626.112, Florida Statutes.

12. WARRANTY GOLD has never held a license or certificate of authority to transact insurance in Florida, as a motor vehicle service agreement company or in any other capacity. See attached **Exhibit A**.

13. WARRANTY GOLD has used NATIONAL, domiciled in the Cayman Islands, as its contractual liability insurance carrier. NATIONAL writes insurance policies that cover the obligations of service providers that issue vehicle warranty and service contracts to vehicle owners. See attached **Exhibits B, C and D**. WARRANTY GOLD is now using First Automotive Insurance Risk Retention Group, Inc. as its contractual liability insurance carrier.

14. NATIONAL is properly registered as a risk retention group in Florida since December of 1989. On June 6, 2003, NATIONAL, was placed under an Order of Provisional Liquidation issued by the Grand Court of the Cayman Islands and on August 1, 2003 an Official Liquidation Order was issued. See attached **Exhibit G**.

15. Section 627.944(8), Florida Statutes, prohibits a risk retention group, such as NATIONAL, from the solicitation or sale of insurance by, or operation of, a risk retention group

that is in a hazardous financial condition or is financially impaired. Any continuation of insurance business by NATIONAL is in violation of this statutory provision.

WHEREFORE, pursuant to the Florida Insurance Code and other applicable statutes, including, Sections 120.569(2)(n), 634.031(1) and (4), and 627.951, Florida Statutes, and 11 U.S.C. §362(b)(4) (police/regulatory exception to automatic stay), the OFFICE finds that the continued transaction, marketing and issuing of motor vehicle service agreements without licensure by WARRANTY GOLD and the sale of such by the unappointed agent CECO, and the liquidation status of NATIONAL, constitutes an immediate danger to the public welfare so as to require the issuance of this Immediate Final Order.

Accordingly, IT IS HEREBY ORDERED:

A. CECO and NATIONAL, whether acting in the State of Florida as an insurer, motor vehicle service agreement company, retention group, an insurance agent, a representative, an insurance adjuster, a third-party administrator, a managing general agent, or otherwise engaging in the business of insurance, either directly or indirectly through named and unnamed persons, entities, agents, or otherwise, shall forthwith **CEASE AND DESIST** from the transaction of any new or renewal insurance business in this state with WARRANTY GOLD.

B. WARRANTY GOLD shall forthwith **CEASE AND DESIST** from acting or holding itself out to be a motor vehicle service agreement company in this state, transacting any new or renewal insurance business in this state, and from collecting any premiums from Florida insureds.

C. NATIONAL shall **CEASE AND DESIST** from engaging as a risk retention group in Florida, pursuant to Section 627.951(1), Florida Statutes.

D. WARRANTY GOLD shall forthwith notify, within five (5) days, in writing, each and every Florida policyholder of the cessation of their Florida insurance business and activities, because they are unlicensed, and shall also inform such persons and entities that no further

applications will be accepted nor contracts issued. All parties subject to this Order shall within fifteen (15) days of this Order, file with the OFFICE, the sworn attestations of each officer, director, general partner, member, and limited partner that there has been full compliance with this provision, along with a copy (paper or on computer disk) of all notices mailed.

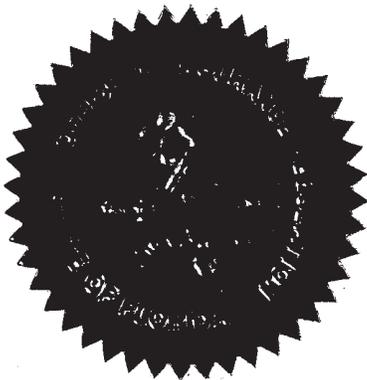
E. WARRANTY GOLD shall, within fifteen (15) calendar days from the date hereof, deliver to the OFFICE a full and complete accounting of all Florida unpaid claims currently outstanding and a list of all Florida insureds.

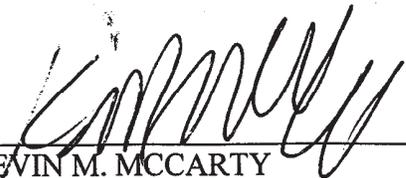
F. The entry of this Immediate Final Order, or any amendment thereto, shall not be interpreted as having, nor shall it have, the effect of abrogating any statutory, common law, or contractual rights of any person or entity insured by or who or which may be a third-party beneficiary of, coverage under any policy, contract, or certificate of coverage, nor of any person or entity that has relied upon the existence of a policy, contract, or certificate of coverage with WARRANTY GOLD, in granting or allowing any right, privilege, or chose in action.

G. Nothing in this order should be interpreted to contravene any automatic stay or any other order of any U.S. Bankruptcy Court, U.S. District Court, or any foreign court of competent jurisdiction.

H. As indicated in the Notice of Rights herein, CECO, WARRANTY GOLD, and NATIONAL are afforded the opportunity to appeal this Order or to enjoin this Order pursuant to Section 120.569 (2)(n), Florida Statutes.

DONE AND ORDERED this 25th day of November, 2003.

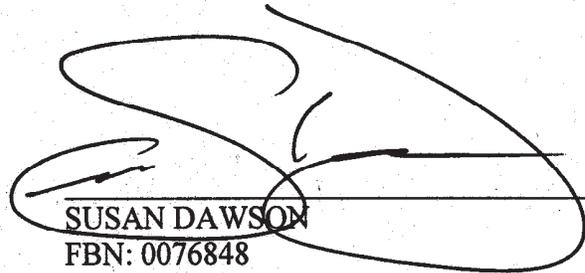




KEVIN M. MCCARTY
Director of the Office of Insurance Regulation

NOTICE OF RIGHTS

Any party to these proceedings adversely affected by this Order is entitled to seek review of this Order pursuant to Section 120.68, Florida Statutes, and Rule 9.110, Fla.R.App.P. Review proceedings must be instituted by filing a petition or notice of appeal with the General Counsel of the Office of Insurance Regulation, acting as the Agency Clerk, at 612 Larson Building, Tallahassee, Florida 32399-4206, and a copy of the same with the appropriate district court of appeal, within thirty (30) days of rendition of this Order.

A large, stylized handwritten signature in black ink, appearing to read 'SUSAN DAWSON', is written over a horizontal line. The signature is enclosed in a large, irregular oval shape.

SUSAN DAWSON

FBN: 0076848

Office of Insurance Regulation
Division of Legal Services
200 East Gaines Street, 6th Floor
Tallahassee, Florida 32399
Telephone: 850/ 413-4195
Facsimile: 850/922-2543

State of Florida



OFFICE OF INSURANCE REGULATION Tallahassee, Florida

I, the undersigned, Director of the Office of Insurance Regulation of the State of Florida, do hereby certify that

Dated this 21st Day of November, 2003

After conducting a diligent search of the official records of the FLORIDA OFFICE OF INSURANCE REGULATION, no record exists which discloses that the following company or individual currently holds, or has ever held a CERTIFICATE OF AUTHORITY or LICENSE from the Office authorizing the company or individual to administer, transact, or market motor vehicle service agreements or hold itself out as a motor vehicle service company.

**Warranty Gold
Warranty Gold, Ltd.**

IN TESTIMONY WHEREOF, I hereto
subscribe my name, and affix the Seal of
my Office, at Tallahassee, the day and year
first above written.

A handwritten signature in black ink, appearing to read "K. M. [unclear]".

Director, Office of Insurance Regulation



Warranty

CONGRATULATIONS!

You have selected a comprehensive Service Contract giving you peace of mind and security against mechanical breakdowns under the terms herein.

This contract contains legal rights and obligations. You are urged to read the contract in its entirety.

For additional assistance, please call (877) 262-8765.

Issued by:
Warranty Gold
7501 Highway 290 East
Suite 101
Austin, TX 78723
Phone: (800) 580-9889

Claims Processing / Administrator:
National Warranty Insurance Company RRG
5201 "R" Street
Lincoln, NE 68504
Phone: (877) 262-8765
Fax: (402) 325-2325

NEW VEHICLE SERVICE CONTRACT

CONTRACT

Contract Holder:
ED VALEK
[REDACTED]
SARASOTA, FL 34232

Contract Information:
Plan: New Diamond
Terms: 6 Years or 100,000 Miles
Expiration Date: 03/31/2009
Expiration Odometer: 100,000
Deductible (US\$): 50.00 per repair visit
Good as Gold Refund Program: No
Contract Purchase Date: 03/31/2003
Contract Purchase Price (US\$): 1,356.00

Vehicle Information:
2000 CHRYSLER SEBRING
VIN: [REDACTED]
Present Odometer (in miles): 17,132
Style: Car Cylinders: 6
Drive: Front Wheel Transmission: Automatic
Commercial Use: No Veh. Code: 3
Turbo/Supercharged: No
Twin Turbo: No
4x4/AWD: No
Diesel: No

THE ATTACHED CONTRACT CONTAINS LEGAL RIGHTS AND OBLIGATIONS. YOU ARE URGED TO READ THE CONTRACT IN ITS ENTIRETY AND TO CONTACT WARRANTY GOLD OR AN ADVISOR OF YOUR CHOICE SHOULD YOU HAVE ANY QUESTIONS.

DECLARATION PAGE

Warranty Gold

CONGRATULATIONS!

You have selected a comprehensive Service Contract giving you peace of mind and security against mechanical breakdowns under the terms herein.

This contract contains legal rights and obligations. You are urged to read the contract in its entirety.

For additional assistance, please call (877) 262-8765.

Issued by:

Warranty Gold
7501 Highway 290 East
Suite 101
Austin, TX 78723
Phone: (800) 580-9889

Claims Processing / Administrator:

National Warranty Insurance Company RRG
5201 "R" Street
Lincoln, NE 68504
Phone: (877) 262-8765
Fax: (402) 325-2325

LARRY B. OR SARAH F. SPIVEY
[REDACTED]
GRAND RIDGE, FL 32442

NEW VEHICLE SERVICE CONTRACT

Contract Holder:
LARRY B. OR SARAH F. SPIVEY
[REDACTED]
GRAND RIDGE, FL 32442

Vehicle Information:
2000 JEEP GRAND CHEROKEE
VIN: [REDACTED]
Present Odometer (in miles): 32,747
Style: SUV Cylinders: 6
Drive: Rear Wheel Transmission: Automatic
Commerical Use: No Veh. Code: 3
Turbo/Supercharged: No
Twin Turbo: No
4x4/AWD: No
:sel: No

PAYMENT PLAN

Contract Information:
Plan: New Diamond
Terms: 5 Years or 100,000 Miles
Expiration Date: 02/15/2008
Expiration Odometer: 100,000
Deductible (US\$): \$50.00 per repair visit
Good as Gold Refund Program: No
Contract Purchase Date: 02/15/2003
Contract Purchase Price (US\$): 1,299.00

CONTRACT NO.

THE ATTACHED CONTRACT CONTAINS LEGAL RIGHTS AND OBLIGATIONS. YOU ARE URGED TO READ THE CONTRACT IN ITS ENTIRETY AND TO CONTACT WARRANTY GOLD OR AN ADVISOR OF YOUR CHOICE SHOULD YOU HAVE ANY QUESTIONS.

DECLARATION PAGE

Date printed: 02/26/2003

MAINTENANCE LOG

DATE SERVICED	MILEAGE WHEN SERVICED REPAIR ORDER NUMBER	SERVICE PERFORMED	NAME OR ADDRESS OF SERVICING FACILITY	MECHANIC OR SERVICE MANAGER

• CONTENTS •

Definitions	2
Terms and Conditions	3
Silver Coverage	6
Gold Coverage	7
Platinum Coverage	9
Diamond Coverage	10
Diamond Wrap Coverage	10
Benefits	11
What To Do In The Event Of A Failure	12
Service Department Guidelines For Claims Handling	13
Cancellation Of Vehicle Service Contract	15
Exclusions	16
Maintenance Log	19

• SERVICE DEPARTMENT GUIDELINES FOR CLAIMS HANDLING •

- b. Require Additional Evaluation, Inspection or Tear Down - Administrator may require an inspection prior to repair being completed. If a tear down is required to determine cause of Failure, Contract holder must authorize same. Notify Contract holder that if the repair is not covered, the Contract holder will be responsible for cost of the tear down. Repair facility should save all components requiring inspection, including fluids and filters. The Administrator will arrange for the inspection. If inspection is not made within forty eight (48) hours, contact the Administrator.
 - c. Deny the claim and provide the reason for the denial.
6. Review Administrator's findings with Contract holder as well as what will be covered by Contract and what portion of the repairs, if any, will not be covered.
 7. Obtain Contract holder's authorization to complete repairs. All repair orders must have customer's signature to qualify for payment.
 8. Once repairs are completed, submit repair order (containing Contract number, authorization number and authorized amount) to the Administrator for payment.

• BENEFITS •

The following benefits apply to the SILVER, GOLD, PLATINUM, DIAMOND and DIAMOND WRAP COVERAGES (contact the Administrator for authorization):

Car Rental: We will, in the event of a Failure covered by this Contract, pay or reimburse You for receipted expenses to rent replacement transportation (from a Dealer or licensed rental agency) while Your Vehicle is undergoing repair. Such payment shall be limited to thirty dollars (US \$30) for each eight (8) labor hours or portion thereof, of applicable labor time necessary to complete the repair, as determined by a national labor guide, up to a maximum of one hundred fifty dollars (US \$150) per occurrence. This coverage does not apply to time waiting for parts or other delays beyond the control of the repair facility. In the event of a major component (engine, transmission, overdrive axle) replacement, a maximum of three (3) days of parts delay coverage will be afforded provided additional authorization is obtained from the Administrator (except where prohibited by law).

Towing: We will, in the event Your Vehicle is disabled by a Failure covered by this Contract, pay or reimburse You for receipted towing expenses up to fifty dollars (US \$50) per occurrence (except where prohibited by law).

Travel Expenses: We will, in the event of a Failure covered by this Contract occurring more than one hundred (100) miles from Your home, reimburse You up to seventy five dollars (US \$75) per day for up to three (3) consecutive days for receipted motel/restaurant expenses (except where prohibited by law). The date of the Failure will be considered the first day of the three (3) day maximum period.

Lost Key/Lockout: We will, in the event Your Vehicle key(s) are lost, broken, or accidentally locked in Your Vehicle, reimburse You for receipted expense up to a maximum of thirty-five dollars (\$35) for licensed locksmith services (except where prohibited by law).

• EXCLUSIONS •

This Vehicle Service Contract provides no coverage or benefits for the following:

- A. The following parts: carburetor; battery; shock absorbers; manual transmission clutch assembly, friction clutch disc and pressure plate, throwout bearing, manual and hydraulic linkages; distributor cap and rotor; safety restraint systems (including air bags); glass (including heated windshield); lenses; sealed beams; light bulbs; brake rotors and drums; exhaust manifold and pipes; exhaust seals and gaskets; catalytic converter; muffler; shields; hangers; EGR tube, valve and solenoid; evaporator charcoal canister, filter, vent solenoid, fuel pressure sensor, purge solenoid and valve; AIR and leak detection pump; fuel filler cap; PCV valve; crank case filter; hoses; weather strips; trim; cup holders; ashtray assembly; moldings; upholstery and carpet; paint; outside ornamentation; bumpers, energy absorbers; body parts, sheet metal, and panels; interior and exterior doors and handles; tires; wheels/rims; fasteners; bolts; clamps; screws; clips; hinges; brackets; latches.
- B. Maintenance services and parts described in Your Vehicle's owner's manual as supplied by the manufacturer and other normal maintenance services and parts including, but not limited to: service adjustments, reprogramming, or flashing of a component, alignments, fluids, filters and lubricants (except in conjunction with a covered repair); wheel balancing; tuneups; spark plugs and spark plug wires; glow plugs; hoses; drive belts; brake pads; linings and shoes; and wiper blades.
- C. Any Failure resulting from collision; fire; theft; vandalism; riot; explosion; lightning; earthquake; freezing; rust or corrosion; windstorm; hail; water or flood; acts of God; salt; environmental damage; contamination or loss of fluids, fuels, coolants or lubricants.
- D. Any Failure caused by misuse; abuse; negligence; lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle; improper servicing after the purchase date of this Contract; sludge build up or not maintaining proper levels of lubricants and/or coolants; or not protecting the vehicle from further damage when a Failure has occurred.

• PLATINUM COVERAGE •

Includes all of above SILVER and GOLD COVERAGES, plus the following:

Electrical

Fuel Gauge Sending Unit; Heated Back Glass; Rear Wiper Motor; Heater Blower Motor; Horn; Factory Installed Sunroof Motor and its Wiring Harness; Convertible Top Motor; Power Antenna Motor and Mast.

Front & Rear Suspension

Macpherson Struts; Shackle Bushings and Eye Bushings; Springs; Torsion Bars and Bushings; Stabilizer Linkage and Bushings; Wheel Bearings and Seals; Automatic Leveling Unit Compressor; Sensor and Limiter Valve.

Anti-Lock Braking System (ABS)

Electronic Control Unit; Anti Lock Computer Module; Wheel Speed Sensors/Exciters; Proportioning Valves; High Pressure Hydraulic Pump; Electro-Hydraulic Proportioning Control Valves; Accumulator.

Air Conditioning

Expansion Valve; Dryer Tank; Accumulator; POA Valve; Hi/Low Pressure Cut Off Switch; High and Low Pressure Lines; Automatic Temperature Control Programmer.

Electronics

Remote Keyless Entry Module; Cruise Control Servo, Module, and Transducer; Thermometer.

Cooling

Radiator; Fan Clutch and Fan; Engine Cooling Fan Motors; Heater Core.

K. If Your Vehicle is:

1. used for towing a trailer or other object or vehicle without being equipped with a factory installed or factory authorized tow package;
2. used for commercial purposes (unless You pay the appropriate surcharge and the Coverage is indicated on the Declaration Page of this Contract) including, but not limited to, rental, taxi, limousine, livery or shuttle, delivery, towing or road repair, construction, job site activities, hauling, police or emergency services, principal off road use, racing, competitive driving, snow removal, route-work, service or repair.

AND CONDITIONS) or if information provided by you or a repair facility cannot be verified as accurate or is found to be deceptively inaccurate.

M. Any Failure occurring outside of the United States of America or Canada.

N. Any Failure related to the electronic-powering components of hybrid (gas/electric) vehicles.

O. Any non-covered component that is caused by the failure of a covered component.

L. Any Failure occurring prior to the CONTRACT COVERAGE PERIOD (as described in TERMS

Warranty Gold is a registered trade name owned by Warranty Gold, Ltd.

Warranty Gold, Ltd. is a Texas Limited Partnership located in Austin, Texas.

Warranty Gold, Ltd. is licensed to do business in Texas by the Texas Department of Licensing and Regulation and is subject to all applicable Texas laws and rules and regulations promulgated by the Texas Department of Licensing and Regulation.

Consumer complaints concerning Warranty Gold, Ltd. may be made to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711.

Drive Axle(s)

All internal parts; "U" joints; propeller shafts; CV/Tripod Joints; the Differential Case is covered if damaged by the Failure of an internally lubricated moving part.

Seals & Gaskets

Seals and Gaskets, if needed, are covered for the following assemblies: Engine; Turbocharger/ Supercharger; Transmission; Transfer Unit; Drive Axle(s); Steering; Front Suspension; Brakes; and Air Conditioning.

Taxes, Alignments, Fluids & Filters

State and Local Taxes (where applicable) when part of a covered Failure. Alignments, Oil Filters, Lubricants, Coolants, Fluids, and Refrigerants will be covered only if required due to a covered Failure.

• GOLD COVERAGE •

Includes all of above SILVER COVERAGES, plus the following:

Steering (Manual or Power)

All internal parts in Rack And Pinion; all internal parts in Recirculating Ball Housing; Couplings; Gear Housing; Power Steering Pump and Lines; Steering Main and Intermediate Shafts; Power Cylinder Assembly; Power Steering Cooler; Control Valve; Pitman Arm; Idler Arm; Tie Rod Ends; Drag Link.

Electrical

Alternator and Voltage Regulator; Starter Motor, Starter Drive, and Starter Solenoid; Front Wiper Motor including Internal Circuit Board, Relay and Delay Switch; Manually Operated Switches; Horn Button; Power Door Lock Actuators; Power Seat Motors; Power Window Motors and Regulators.

MAINTENANCE LOG

DATE SERVICED	MILEAGE WHEN SERVICED REPAIR ORDER NUMBER	SERVICE PERFORMED	NAME OR ADDRESS OF SERVICING FACILITY	MECHANIC OR SERVICE MANAGER

9. MAINTENANCE REQUIREMENTS

You must maintain Your Vehicle according to the manufacturer's recommendations as outlined in the owner's manual. **NOTE:** Your owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. You are required to follow the maintenance schedule that applies to Your conditions. You must be sure only the proper grade of fuel, lubricants and coolants as recommended by the manufacturer is used in Your vehicle. It is required that You retain the original receipts for service work. If You perform Your own service, You must retain original receipts showing purchases of all required parts and materials necessary to perform the required maintenance showing the date and mileage when the services were performed. In the event of a claim or transfer, You will be required to submit these receipts.

10. DEDUCTIBLE

In the event of a Failure covered by this Contract, you may be required to pay a Deductible. No Deductible payment is required with respect to Coverages listed in the Benefits section of this Contract. The Deductible type and amount you have to pay is shown on the Declaration Page, for covered Failures on a per repair visit basis. Should a covered Failure require more than one visit to repair, only one Deductible will apply to that Failure. If You have a component/part repaired under the manufacturer's warranty and You are charged a deductible, We will reimburse You that deductible amount up to one hundred dollars (US \$100) per occurrence if the part/component is included in Your Coverage.

11. CONTRACT INSURED BY LANGUAGE

You are reminded that this Contract is not an insurance policy. However, We have an insurance policy in effect with National Warranty Insurance Company RRG. You are entitled to make a direct claim against the insurer, National Warranty Insurance Company RRG, 5201 R Street, Lincoln, NE 68504-3422.

12. ARBITRATION

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in Austin, Travis County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association. A judgment upon the award rendered by the arbitrators(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration.

No changes may be made to the terms of this Contract after sixty (60) days from the date this Contract was purchased. If any clause, section, paragraph or part of any clause, section or paragraph of this Contract is held by a Court to be unenforceable or invalid, then the remaining clauses, sections, paragraphs or portions thereof of this Contract shall survive unaffected.



CONGRATULATIONS!

You have selected a comprehensive Service Contract giving you peace of mind and security against mechanical breakdowns under the terms herein.

This contract contains legal rights and obligations. You are urged to read the contract in its entirety.

For additional assistance, please call (877) 262-8765.

Issued by:
Warranty Gold
7501 Highway 290 East
Suite 101
Austin, TX 78723
Phone: (800) 580-9889

Claims Processing / Administrator:
National Warranty Insurance Company RRG
7407 "O" Street, Corporate Centre
Lincoln, NE 68510
Phone: (877) 262-8765
Fax: (402) 327-2301

CONTRACT NO.

NEW VEHICLE SERVICE CONTRACT

Contract Holder:
DONALD GRAHAM
[REDACTED]
MIAMI, FL 33132

Vehicle Information:
1998 JAGUAR XK8
VIN: [REDACTED]
Present Odometer (in miles): 36,000
Style: Car Cylinders: 8
Drive: Rear Wheel Transmission: Automatic
Commerical Use: No Veh. Code: 8
Turbo/Supercharged: No
Twin Turbo: No
4x4/AWD: No
Diesel: No

Contract Information:
Plan: New Diamond
Terms: 4 Years or 60,000 Miles
Expiration Date: 05/14/2006
Expiration Odometer: 60,000
Deductible (US\$): \$0.00 per repair visit
Good as Gold: No
Contract Purchase Date: 05/14/2002
Contract Purchase Price (US\$): 1,538.00
Manufacturer's Warranty Information:
In Service Date: 05/15/1998
Terms: 48 Months or 50,000 Miles

THE ATTACHED CONTRACT CONTAINS LEGAL RIGHTS AND OBLIGATIONS. YOU ARE URGED TO READ THE CONTRACT IN ITS ENTIRETY AND TO CONTACT WARRANTY GOLD OR AN ADVISOR OF YOUR CHOICE SHOULD YOU HAVE ANY QUESTIONS.

DECLARATION PAGE

• CONTENTS •

Definitions	2
Terms and Conditions	3
Basic Coverage	6
Gold Coverage	7
Platinum Coverage	9
Diamond Coverage	10
Benefits	11
What To Do In The Event Of A Failure	12
Service Department Guidelines For Claims Handling	13
Cancellation Of Vehicle Service Contract	15
Exclusions	16
Maintenance Log	19

• DEFINITIONS •

The following definitions apply to words frequently used in this Contract and appear in bold-faced type.

- **You, Your** - refers to the Contract Holder named on the Declaration Page or the person to whom this Contract was properly transferred.
- **We, Us, Our** - refers to the entity who is obligated to perform under this Contract, as indicated on the Declaration Page.
- **Administrator** - refers to National Warranty Insurance Company RRG.
- **Contract** - refers to this Vehicle Service Contract that You purchased from Us to protect Your Vehicle.
- **Declaration Page** - refers to the numbered document that should be attached to and becomes part of this Contract. It gives information about You, Your Vehicle, Coverage chosen and other significant data.
- **Coverage** - refers to the component protection You have chosen, as shown on the Declaration Page.
- **Your Vehicle** - refers to the vehicle that is described on the Declaration Page.
- **Deductible** - refers to the Deductible type and amount You will need to pay, as shown on the Declaration Page, for covered Failures.
- **Failure** - refers to the Failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed due solely to its condition, and not due to the action or inaction of any non-covered parts. In addition, a Failure will be deemed to have occurred when a covered part has worn beyond the manufacturer's tolerances allowed for the particular Vehicle at the mileage when the problem occurs.

2

• TERMS AND CONDITIONS •

This Contract is subject to the following provisions:

1. **CONTRACT PERIOD**
Coverage under the New Car Contract will take effect 30 days and 1,000 miles after Contract purchase date and will expire according to the time and/or mileage of the plan selected, whichever occurs first, as shown on the Declaration Page. The New vehicle plan expiration is measured in time/mileage from the Contract purchase date and zero (0) miles.
Coverage under the Used Car Contract will take effect 30 days and 1,000 miles after Contract purchase date and will expire according to the time and/or mileage of the plan selected, whichever occurs first, as shown on the Declaration Page. The Used vehicle plan expiration is measured from the Contract purchase date and the odometer mileage at Contract purchase date.
2. **FAILURE OF COVERED PARTS**
We will pay the repair facility or reimburse You for the usual and fair charges, as determined by the Administrator and listed in national labor guides, for parts and labor to repair or replace any Failure of a part included in Your Coverage. Replacement parts may be new, remanufactured or replacement parts of like kind and quality as determined by the Administrator.
3. **TERRITORY**
This Contract is limited to Failures that occur, and repairs that are made, within the United States of America and Canada.
4. **LIMIT OF LIABILITY**
 - a) Per Repair Visit - Our liability for any one (1) repair visit will not exceed the actual cash value (based upon nationally recognized value guides) of Your Vehicle at the time the repair is performed.
 - b) Aggregate - The total of all benefits paid or payable under this Contract will not exceed the lesser of the price you paid for Your Vehicle or twenty five thousand dollars (US \$25,000).

3

5. CONTRACT RENEWAL

This Contract may be renewed for continuous one (1) year terms at the then prevailing renewal rate. The request for renewal must be made at least thirty (30) days or one thousand (1,000) miles, whichever occurs first, prior to the expiration of this Contract to qualify for a replacement Contract. The vehicle must meet the current underwriting criteria relating to vehicle and Coverage eligibility. Contact Us for details, including rates and inspection requirements.

6. OUR RIGHT TO RECOVERY

If We pay anything under this Contract and You have a right to recover from another party, Your rights will become Our rights up to the amount We paid. You will do whatever is necessary to enable Us to enforce these rights.

7. TRANSFER RIGHTS

This Contract is for the benefit of the original Contract holder and is transferable subject to a transfer fee and inspection providing:

- a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.
- b) Contract is being transferred to a subsequent private purchaser of Your Vehicle. (Transfer rights are voided when vehicle is either traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of vehicles.)
- c) Contract has been paid in full by You.

You must submit the following:

- a) Transfer application (Available from Us).
- b) The maintenance record and/or copies of receipts showing that Your Vehicle has had all required maintenance and servicing.
- c) Bill of sale showing sale date and mileage at time of sale.
- d) A fifty dollar (US \$50) transfer fee made payable to the Administrator within thirty (30) days of the transfer of vehicle ownership.

8. This Contract is the total and complete agreement between Us and the Service Contract Holder. It replaces, supercedes, and is controlling as to any and all e-mail, telephone conversations, or other correspondence between Us and the Service Contract Holder.

4

9. MAINTENANCE REQUIREMENTS

You must maintain Your Vehicle according to the manufacturer's recommendations as outlined in the owner's manual. **NOTE:** Your owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. You are required to follow the maintenance schedule that applies to Your conditions. You must be sure only the proper grade of fuel, lubricants and coolants as recommended by the manufacturer is used in Your vehicle. It is required that You retain the original receipts for service work. If You perform Your own service, You must retain original receipts showing purchases of all required parts and materials necessary to perform the required maintenance showing the date and mileage when the services were performed. In the event of a claim or transfer, You will be required to submit these receipts.

10. DEDUCTIBLE

In the event of a Failure covered by this Contract, you may be required to pay a Deductible. No Deductible payment is required with respect to Coverages listed in the Benefits section of this Contract. The Deductible type and amount you have to pay is shown on the Declaration Page, for covered Failures on a per repair visit basis. Should a covered Failure require more than one visit to repair, only one Deductible will apply to that Failure. If You have a component/part repaired under the manufacturer's warranty and You are charged a deductible, We will reimburse You that deductible amount up to one hundred dollars (US \$100) per occurrence if the part/component is included in Your Coverage.

11. CONTRACT INSURED BY LANGUAGE

You are reminded that this Contract is not an insurance policy. However, We have an insurance policy in effect with National Warranty Insurance Company RRG. You are entitled to make a direct claim against the insurer, National Warranty Insurance Company RRG, Corporate Centre, 7407 "O" Street, Lincoln, NE 68510-2444.

12. ARBITRATION

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in Austin, Travis County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration.

13. No changes may be made to the terms of this Contract after sixty (60) days from the date this Contract was purchased. If any clause, section, paragraph or part of any clause, section or paragraph of this Contract is held by a Court to be unenforceable or invalid, then the remaining clauses, sections, paragraphs or portions thereof of this Contract shall survive unaffected.

5

COVERED COMPONENTS

The components listed below are covered by Contract. Components and parts not listed are not covered.

• BASIC COVERAGE •

Engine (Gas or Diesel)

All internally lubricated engine parts including Pistons, Piston Rings, Crankshaft and Main Bearings, Connecting Rods and Bearings, Camshaft and Bearings, Timing Chain or Belt, Timing Gears, Intake and Exhaust Valves, Valve Springs, Valve Guides, Oil Pumps, Push Rods, Rocker Arms, Rocker Arm Shafts, Hydraulic and Solid Lifters; Intake Manifold; Distributor Shaft and Housing; Harmonic Balancer; Metal Valve Covers; Timing Gear Cover; Air Cleaner and Housing; Water Pump; Fuel Pump (Mechanical or Electrical); Oil Pump; Vacuum Pump; Thermostatically Controlled Air Intake; Engine Block and Heads are covered if damaged by the Failure of an internally lubricated moving part.

Turbocharger/Supercharger

All internal parts; the Housing is covered if damaged by the Failure of an internally lubricated moving part.

Transmission (Automatic or Standard)

All internal parts; Torque Converter, Vacuum Modulator, Mounts; Covers, Pans, and Cases are covered if damaged by the Failure of an internally lubricated moving part. NOTE: No coverage is afforded for Clutch Assembly, Pressure Plate, Flywheel, Throwout Bearing, worn Synchronizers or Cables.

Transfer Unit (4x4)

All internal parts; the Transfer Case is covered if damaged by the Failure of an internally lubricated moving part.

6

Drive Axle(s)

All internal parts; "U" joints; propeller shafts; CV/Tripod Joints; the Differential Case is covered if damaged by the Failure of an internally lubricated moving part.

Seal & Gaskets

Seal and Gaskets, if needed, are covered for the following assemblies: Engine; Turbocharger/ Supercharger; Transmission; Transfer Unit; Drive Axle(s); Steering; Front Suspension; Brakes; and Air Conditioning.

• GOLD COVERAGE •

Includes all of above BASIC COVERAGES, plus the following:

Steering (Manual or Power)

All internal parts in Rack And Pinion; all internal parts in Recirculating Ball Housing; Couplings; Gear Housing; Power Steering Pump; Steering Main and Intermediate Shafts; Power Cylinder Assembly; Power Steering Cooler; Control Valve; Pitman Arm; Idler Arm; Tie Rod Ends; Drag Link.

Electrical

Alternator and Voltage Regulator, Starter Motor, Starter Drive, and Starter Solenoid; Front Wiper Motor including Internal Circuit Board, Relay and Delay Switch; Manually Operated Switches; Horn Button; Power Door Lock Actuators; Power Seat Motors; Power Window Motors and Regulators.

7

Front Suspension

Upper and Lower Control Arms, Control Arm Shafts and Bushings; Upper and Lower Ball Joints; Steering Knuckles; Stabilizer Shaft, Link and Bushings; King Pins and Bushings; Strut Bar and Bushings; Spindles and Spindle Supports.

Brakes

Master Cylinder; Power Assist Booster and Valve; Wheel Cylinders; Calipers; Combination Valve; Steel Lines and Fittings; Backing Plates; Vacuum Assist Booster Pump; Springs, Clips, and Retainers; Self Adjusters; Rear Activators; Parking Brake Linkage & Cables. NOTE: Coverages do not include ABS Systems.

Air Conditioning

Compressor, Internal Assembly including Pistons, Rods, Bearings, Valves, and Shafts; Clutch; Coil and Pulley; Orifice Tube; Condenser; Evaporator. NOTE: If system has R-12 Refrigerant, R-12 will be used for replacement while supplies last. If R-12 is not available, the system will be converted to use R-134a Refrigerant to meet environmental standards. If replacement is due to a non-covered Failure, contract holder is responsible.

Electronics

Anti Detonation Sensor; ESC/EEC/ECM Sensor and Module; Oxygen Sensor; Electronic Module Retard Vacuum Switch; Electronic Ignition Module; Igniter; Electronic Digital Instrument Cluster; Electronic Driver Information Display and Module; Instrument Panel.

8

• PLATINUM COVERAGE •

Includes all of above BASIC and GOLD COVERAGES, plus the following:

Electrical

Fuel Gauge Sending Unit; Heated Back Glass; Rear Wiper Motor; Heater Blower Motor; Horn; Factory Installed Sunroof Motor and its Wiring Harness; Convertible Top Motor; Power Antenna Motor and Mast.

Front & Rear Suspension

Macpherson Struts; Shackles Bushings and Eye Bushings; Springs; Torsion Bars and Bushings; Stabilizer Linkage and Bushings; Wheel Bearings and Seals; Automatic Leveling Unit Compressor; Sensor and Limiter Valve.

Anti-Lock Braking System (ABS)

Electronic Control Unit; Anti Lock Computer Module; Wheel Speed Sensors/Exciters; Proportioning Valves; High Pressure Hydraulic Pump; Electro-Hydraulic Proportioning Control Valves; Accumulator.

Air Conditioning

Expansion Valve; Dryer Tank; Accumulator; POA Valve; Hi/Low Pressure Cut Off Switch; Ducts and Outlet Hoses; Automatic Temperature Control Programmer.

Electronics

Remote Keyless Entry Module; Cruise Control Servo, Module, and Transducer; Thermometer.

Cooling

Radiator; Fan Clutch and Fan; Engine Cooling Fan Motors; Heater Core.

9

Fuel Delivery

Fuel Injector Metering Pump; Fuel Injectors; Fuel Distributor; Diesel Injection Pump; Fuel Tank; Metal Fuel Lines.

Interior/Exterior

Glove Box Door and Hinge; Manually Operated Seat Tracks; Interior and Exterior Door Handles; Door Hinges; Map/Courtesy Light Assembly; Hood, Trunk and Hatch Gas Cylinders; Hood, Trunk and Hatch Hinges; Bumper Energy Absorbers; Speedometer Head.

Sport Utility

Step Bumpers and Mounting Brackets; Spare Tire Carrier, Swing Arm, Pivots, Latches and Locks; Factory Installed Running Boards; Swing Out Mirror Arms and Mounts; Pop-Out or Sliding Side/Rear Window Latches and Hinges; Convenience Bed Liner (not warpage); Tailgate Handle, Lock, Cables, Hinges, Latches and Edge Protectors; Cargo Lamp; Tie Downs. NOTE: Rust Damage and Failures caused by Rust are expressly excluded.

Seals and Gaskets

Seals and Gaskets, if needed, are covered for the following assemblies: Rear Suspension and Anti-Lock Brakes.

• DIAMOND COVERAGE •

We will pay the repair facility, or reimburse You, for the usual and fair charges to repair or replace any Failure of all parts of Your Vehicle, except for those items listed in the Exclusions section of this Contract

• BENEFITS •

The following benefits apply to the BASIC, GOLD, PLATINUM and DIAMOND COVERAGES (contact the Administrator for authorization):

Car Rental: We will, in the event of a Failure covered by this Contract, pay or reimburse You for receipted expenses to rent replacement transportation (from a Dealer or licensed rental agency) while Your Vehicle is undergoing repair. Such payment shall be limited to thirty dollars (US \$30) for each eight (8) labor hours or portion thereof, of applicable labor time necessary to complete the repair, as determined by a national labor guide, up to a maximum of one hundred fifty dollars (US \$150) per occurrence. This coverage does not apply to time waiting for parts or other delays beyond the control of the repair facility. In the event of a major component (engine, transmission, overdrive axle) replacement, a maximum of three (3) days of parts delay coverage will be afforded provided additional authorization is obtained from the Administrator (except where prohibited by law).

Towing: We will, in the event Your Vehicle is disabled by a failure of a component covered within the terms of this Contract, pay or reimburse You for receipted towing expenses up to fifty dollars (US \$50) per occurrence (except where prohibited by law).

Travel Expenses: We will, in the event of a Failure covered by this Contract occurring more than one hundred (100) miles from Your home, reimburse You up to seventy five dollars (US \$75) per day for up to three (3) consecutive days for receipted motel/restaurant expenses (except where prohibited by law). The date of the Failure will be considered the first day of the three (3) day maximum period.

Lost Key/Lockout: We will, in the event Your Vehicle key(s) are lost, broken, or accidentally locked in Your Vehicle, reimburse You for receipted expense up to a maximum of thirty-five dollars (\$35) for licensed locksmith services (except where prohibited by law).

• WHAT TO DO IN THE EVENT OF A FAILURE •

1. Prevent Further Damage - You should use all reasonable means and precautions to protect Your Vehicle from further damage. This Contract will not cover damage caused by not securing a timely repair of the failed component.
2. Take Your Vehicle to a Licensed Repair Facility - If Your Vehicle breaks down, take Your Vehicle to the licensed repair facility of Your choice.
3. Instruct the repair facility that they must obtain an authorization number from the Administrator prior to proceeding with repairs. The amount so authorized is the maximum that will be paid. Any additional amounts need prior approval.
4. In some cases, You may be required to authorize the repair facility to inspect or tear down Your Vehicle to determine the cause and cost of the repair. You will be responsible for these charges if the Failure is not covered by this Contract. However, We will be responsible only for the reasonable costs associated with diagnosis of a covered repair. We reserve the right to require an inspection of Your Vehicle prior to any repair being performed.
5. After the Administrator has been contacted, review with the repair facility what will be covered by this Contract.
6. We will pay the repair facility or reimburse You for the cost of work performed on Your Vehicle that is covered by this Contract and has been previously authorized, less any required Deductible. All repair orders and necessary documentation must be submitted to the Administrator within thirty (30) days to qualify for payment.
7. EXCEPTION TO "PRIOR APPROVAL"
If Your Vehicle has a Failure to a covered part which requires emergency or immediate repair, and You are unable to contact the Administrator for authorization, and You decide to get Your Vehicle repaired, We will honor the claim under the following conditions:
 - A. It is a claim that would have been authorized had We been called;
 - B. Maintenance records (if requested by the Administrator) are complete and accurate;

12

- C. Reimbursement will be for the usual and fair charges that would have been authorized had We been able to adjust the claim;
 - D. Defective parts are held, and not discarded, for sixty (60) days after claim is filed with Us, and said parts are made available for inspection upon Our request;
 - E. The repair order has the following information: (1) Your Vehicle description including complete serial number (VIN), and odometer reading; (2) date of repair; and (3) it must be signed by You.
- If You have any questions regarding Coverage or procedures, please contact the Administrator.

• SERVICE DEPARTMENT GUIDELINES FOR CLAIMS HANDLING •

Follow these steps when handling a claim:

1. Advise Contract holder that evaluation of a Failure does not mean that the repair is covered under this Contract. All covered repairs must receive prior authorization by Administrator.
2. Have Contract holder authorize inspection/tear down of the vehicle to determine Failure's cause and cost to repair. Save all components, including fluids and filters, should Administrator require outside inspection. Notify Contract Holder that cost of tear down will not be paid if it is determined that Failure is not covered under the Contract.
3. Determine the cause of Failure, correction required and cost of the repairs
4. Contact the Administrator to get authorization to proceed with the claim. Be prepared with the following when placing the call:
 - a. Customer's Name and Contract Number.
 - b. Cause of Failure and recommended correction.
 - c. Cost of repair.

13

• SERVICE DEPARTMENT GUIDELINES FOR CLAIMS HANDLING •

5. The Administrator will verify coverage and do one of the following:
 - a. Approve Claim - if approved, you will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
 - b. Require Additional Evaluation, Inspection or Tear Down - Administrator may require an inspection prior to repair being completed. If a tear down is required to determine cause of Failure, Contract holder must authorize same. Notify Contract holder that if the repair is not covered, the Contract holder will be responsible for cost of the tear down. Repair facility should save all components requiring inspection, including fluids and filters. The Administrator will arrange for the inspection. If inspection is not made within forty-eight (48) hours, contact the Administrator.
 - c. Deny the claim and provide the reason for the denial.
6. Review Administrator's findings with Contract holder as well as what will be covered by Contract and what portion of the repairs, if any, will not be covered.
7. Obtain Contract holder's authorization to complete repairs. All repair orders must have customer's signature to qualify for payment.
8. Once repairs are completed, submit repair order (containing Contract number, authorization number and authorized amount) to the Administrator for payment.

14

• CANCELLATION OF VEHICLE SERVICE CONTRACT •

1. You may cancel this Contract at any time by requesting a Cancellation Form from Us. Complete the form and return it to Us. You may be entitled to a refund (see below).
2. We may cancel this Contract for non-payment of the Contract charge, or for misrepresentation in obtaining this Contract or for misrepresentation or fraudulent misconduct in submitting a claim. In this event, You will not be entitled to a refund.
3. We may cancel this Contract after issuance should it be discovered Your Vehicle was ineligible for Coverage, has a salvage title, or was modified/alterd making it ineligible after Coverage was in effect. Your refund will be based on the amount You paid for this Contract less any claims paid or payable.
4. If this Contract was financed with Your Vehicle, the lienholder may cancel this Contract for non-payment, or if Your Vehicle has been declared a total loss or has been repossessed. In the event of cancellation, the lienholder, if any, will be named on the cancellation refund check.
5. If this Contract is canceled within sixty (60) days from Contract purchase date for a new vehicle Contract and thirty (30) days from Contract purchase date for a used vehicle Contract, and no claims have been filed, we will refund the entire Contract charge paid.
6. If this Contract is canceled and a claim has been filed, or if this Contract is canceled after sixty (60) days from the Contract purchase date for a new vehicle Contract and thirty (30) days from the Contract purchase date for a used vehicle Contract, a portion of the Contract charge may be refunded according to the pro-rata method. The refund will reflect:
 - a) the term of the Contract; and
 - b) the days in force or the mileage driven, whichever is greater, where:
 - i) for new vehicle Contracts, the pro-rata will be based upon the Contract purchase date and zero (0) miles,
 - ii) for used vehicle Contracts, the pro-rata will be based upon Contract purchase date and the odometer mileage at Contract purchase date; and
 - c) a service charge of thirty-five dollars (US \$35) will be deducted; and
 - d) finance administration fees included within the Contract purchase price are NOT refundable.
7. Please allow up to six (6) weeks from Our receipt of all documentation to process the request for cancellation.

15

• EXCLUSIONS •

This Vehicle Service Contract provides no coverage or benefits for the following:

- A. The following parts: carburetor; battery; shock absorbers; manual transmission clutch assembly, friction clutch disc and pressure plate, throwout bearing, manual and hydraulic linkages; distributor cap and rotor; safety restraint systems (including air bags); glass (including heated windshield); lenses; sealed beams; light bulbs; brake rotors and drums; exhaust and emission systems; hoses (except duct and outlet hoses); weather strips; trim; moldings; bright metal; chrome; upholstery and carpet; paint; outside ornamentation; bumpers; body sheet metal and panels; tires; and wheels/rims.
- B. Maintenance services and parts described in Your Vehicle's owner's manual as supplied by the manufacturer and other normal maintenance services and parts including, but not limited to: alignments (except in conjunction with a covered repair); wheel balancing; tuneups; spark plugs and spark plug wires; glow plugs; hoses; drive belts; brake pads; linings and shoes; and wiper blades.
- NOTE: Filters; lubricants; coolants; fluids and refrigerants will be covered only if replacement is required due to a covered Failure.
- C. Any Failure resulting from collision; fire; theft; vandalism; riot; explosion; lightning; earthquake; freezing; rust or corrosion; windstorm; hail; water or flood; acts of God; salt; environmental damage; contamination or loss of fluids, fuels, coolants or lubricants.
- D. Any Failure caused by misuse; abuse; negligence; lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle; improper servicing by you after the effective date of this Contract; sludge build up or not maintaining proper levels of lubricants and/or coolants; or not protecting the vehicle from further damage when a Failure has occurred.

16

- E. Any repair or replacement of a covered part if a Failure has not occurred or if the wear on that part has not exceeded the field tolerances permitted by the manufacturer.
- F. Any Failure caused by alterations made to Your Vehicle or you are using, or have used, Your Vehicle in a manner not recommended by the manufacturer. This will include, but not be limited to, the failure of any custom or add-on part; any frame or suspension modifications; lift kits; oversized/undersized tires or wheels; trailer hitches; and/or modifications to the engine, emissions or exhaust systems.
- G. If your odometer has ceased to work and repairs have not been immediately made; the odometer has been altered in any way subsequent to purchase; or if vehicle's true mileage cannot be determined.
- H. Any liability for property damage, or for injury to or death of any persons arising out of the operation, tendance or use of Your Vehicle, whether or not related to the parts covered. Loss of time, profit, inconvenience, or any other loss that results from a Failure (except as provided under the benefits or Coverages herein.)
- I. Repairs to seized or damaged engines due to continued operation without sufficient lubricants or coolant. You are responsible for making certain that the oil and temperature warning lights/gauges are functioning properly. You must pull off the road immediately as is safe and discontinue vehicle operation when either of these lights/gauges indicates inadequate protection or performance.
- J. When responsibility for a repair is covered by an insurance policy; warranty from the manufacturer including extended drive train, major component or full coverage warranties; a repairer's guaranty/warranty; or failures for which the manufacturer has announced its responsibility through any means, including recall campaigns and factory service bulletins.

17

MAINTENANCE LOG				
DATE SERVICED	MILEAGE WHEN SERVICED REPAIR ORDER NUMBER	SERVICE PERFORMED	NAME OR ADDRESS OF SERVICING FACILITY	MECHANIC OR SERVICE MANAGER

MAINTENANCE LOG				
DATE SERVICED	MILEAGE WHEN SERVICED REPAIR ORDER NUMBER	SERVICE PERFORMED	NAME OR ADDRESS OF SERVICING FACILITY	MECHANIC OR SERVICE MANAGER

FORM B1	United States Bankruptcy Court Western District of Texas	Voluntary Petition
----------------	---	---------------------------

Name of Debtor (if individual, enter Last, First, Middle): Warranty Gold, Ltd.	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):
Soc. Sec./Tax I.D. No. (if more than one, state all): 74-2952323	Soc. Sec./Tax I.D. No. (if more than one, state all):
Street Address of Debtor (No. & Street, City, State & Zip Code): c/o Michael E. Kammerman 9111-B Research Blvd. Austin, TX 78758	Street Address of Joint Debtor (No. & Street, City, State & Zip Code):
County of Residence or of the Principal Place of Business: Travis	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):

Location of Principal Assets of Business Debtor (if different from street address above):

Information Regarding the Debtor (Check the Applicable Boxes)

Venue (Check any applicable box)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Type of Debtor (Check all boxes that apply) <input type="checkbox"/> Individual(s) <input type="checkbox"/> Railroad <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Stockbroker <input type="checkbox"/> Partnership <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Other _____ <input type="checkbox"/> Clearing Bank	Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input type="checkbox"/> Chapter 7 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding
Nature of Debts (Check one box) <input type="checkbox"/> Consumer/Non-Business <input checked="" type="checkbox"/> Business	Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only.) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.
Chapter 11 Small Business (Check all boxes that apply) <input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101 <input type="checkbox"/> Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)	

Statistical/Administrative Information (Estimates only)

Debtor estimates that funds will be available for distribution to unsecured creditors.

Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

Estimated Number of Creditors	1-15	16-49	50-99	100-199	200-999	1000-over
	<input type="checkbox"/>	<input checked="" type="checkbox"/>				

Estimated Assets	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Estimated Debts	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

THIS SPACE IS FOR COURT USE ONLY

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):
Warranty Gold, Ltd.

Prior Bankruptcy Case Filed Within Last 6 Years (If more than one, attach additional sheet)

Location
Where Filed: - None -

Case Number:

Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor:
- None -

Case Number:

Date Filed:

District:

Relationship:

Judge:

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Date

Signature of Attorney

X /s/ Lynn Hamilton Butler
Signature of Attorney for Debtor(s)
Lynn Hamilton Butler Texas State No. 03527350
Printed Name of Attorney for Debtor(s)
Porter Rogers Dahlman & Gordon
Firm Name
2600 Via Fortuna
Suite 130
Austin, TX 78746
Address
512-505-5904 Fax: 512-472-7316
Telephone Number
November 11, 2003
Date

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.
The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Michael Kammerman
Signature of Authorized Individual
Michael Kammerman
Printed Name of Authorized Individual
President
Title of Authorized Individual
November 11, 2003
Date

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11)

Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts)
I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

X _____
Signature of Attorney for Debtor(s) Date

Exhibit C

Does the debtor own or have possession of any property that poses a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.
 No

Signature of Non-Attorney Petition Preparer

I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.

Printed Name of Bankruptcy Petition Preparer

Social Security Number

Address

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

X _____
Signature of Bankruptcy Petition Preparer

Date

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Lynn Hamilton Butler
Porter Rogers Dahlman & Gordon, P.C.
2600 Via Fortuna, Suite 130
Austin, Texas 78746
Telephone: (512) 505-5900
Fax: (512) 472-7316
lbutler@prdg.com

IN THE UNITED STATES BANKRUPTCY COURT
OF THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE:

WARRANTY GOLD, LTD.,

DEBTOR

§
§
§
§
§

CASE NO. 03-15721
CHAPTER 11
JUDGE FRANK MONROE

**WARRANTY GOLD'S AMENDED FIRST DAY MOTION TO REJECT ALL PRE-
JUNE 7, 2003 CUSTOMER EXTENDED WARRANTY CONTRACTS AND TO
MODIFY AND EXTEND RESPONSE DEADLINE**

TO THE HONORABLE FRANK R. MONROE,
UNITED STATES BANKRUPTCY COURT:

Warranty Gold, Ltd. (the "Debtor"), the Debtor-In-Possession in this Case, moves the Court to reject, pursuant to Bankruptcy Code § 365, all of the Debtor's pre-June 7, 2003 Customer Extended Warranty Contracts and to modify and extend the response deadline in which affected customers may respond to the Court's order rejecting the same. In support thereof, the Debtor would respectfully show as follows:

I. JURISDICTION

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of the Debtor's Chapter 11 case and this Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Court has the authority to enter the requested relief under Bankruptcy Code § 365.

II. BACKGROUND

2. On November 11, 2003, (the "Petition Date"), the Debtor filed with the Clerk of this Court a petition for relief under Chapter 11 of the United States Bankruptcy Code (the

"Bankruptcy Code"). The Debtor is now operating its business and managing its property. No official committee has yet been established in these cases.

3. After the Debtor was informed that National Warranty was placed in liquidation in the Cayman Islands, the Debtor's management attempted to devise a business plan in which the extended warranty contracts sold to customers prior to June 7, 2003 ("Pre-June 7 Contracts") could be serviced. However, after expending significant time and expense, the Debtor realized that the servicing of the Pre-June 7 Contracts was no longer feasible. Since the Debtor was without the financial wherewithal to service the Pre-June 7 Contracts or replace the Pre-June 7 Contracts with new contracts backed by solvent re-insurance, the Debtor, through its management has decided, in its best business judgment, that the Pre-June 7 Contracts must be rejected pursuant to Bankruptcy Code § 365.

III. RELIEF REQUESTED

4. By this Motion, the Debtor moves the Court for an order rejecting the Pre-June 7 Contracts between the Debtor and its customers that are still effective as of November 12, 2003. There are approximately 67,000 such contracts. Although the list of all affected customers is not attached hereto, the list is available in .txt format from Debtor's counsel. A copy of a representative contract is attached hereto as Exhibit 1.

5. Bankruptcy Code § 365 allows a debtor-in-possession to reject any executory contract, subject to the Court's approval. Bankruptcy Code § 365(a) states:

Sec. 365. - Executory contracts and unexpired leases

(a) Except as provided in sections 765 and 766 of this title and in subsections (b), (c), and (d) of this section, the trustee, subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor.

6. The assumption or rejection of an executory contract or an unexpired lease by a debtor is subject to review under the best business judgment standard. N.L.R.B. v. Bildisco and Bildisco, 104 S. Ct. 1188, 1195 (1984). Under the “best business judgment” standard, a debtor must show that the rejection of an executory contract will benefit the estate. In re Food City, Inc., 94 B.R. 91, 93 (Bankr. W.D. Tex. 1988). If the debtor’s business judgment has been reasonably exercised, a bankruptcy court should approve the assumption or rejection of an executory contract. Id.

7. The Debtor satisfies the business judgment standard in rejecting the Pre-June 7 Contracts. The Debtor has determined, through the exercise of its best business judgment, that the Pre-June 7 Contracts are not necessary to the Debtor’s current operations, that the assumption of the Pre-June 7 Contracts is an economic impossibility in that the Debtor cannot cure the past defaults and cannot provide adequate assurance of future performance, and that the assumption of the Pre-June 7 Contracts do not enhance the prospects for a successful reorganization of the Debtor. Therefore, rejection of the Pre-June 7 Contracts is appropriate and in the best interests of the Debtor, its estate and the creditors.

IV. REQUEST TO MODIFY AND EXTEND RESPONSE DEADLINE

8. The general rule in the 5th Circuit is that the effective date of a rejection of an executory contract is the date of the entry of the order approving the rejection. In re Cafeteria Operators, L.P., 299 B.R. 384, 394 (Bankr. N.D. Tex. 2003). In that the immediate rejection is necessary to prevent the possible accrual of postpetition liability, the Debtor moves for the immediate entry of an order rejecting the Pre-June 7 Contracts.

9. However, to protect the due process rights of the rejected contractees, the Debtor moves the Court to expand the finality period under Bankruptcy Rule 8001 from ten days to

twenty-five days to allow such contractees to review and respond to the Court's order approving the rejection of the Pre-June 7 Contracts. Further, the Debtor moves the Court to modify the filing requirements in Rule 8001 to allow a response filed to this Motion to act as a motion for new trial if filed within the 25-day period, such that a response will generate a hearing on the Motion. The Debtor intends the 25-day extended period to correlate to the 20-negative notice provisions in the Local Rules of the Western District of Texas.

10. Further, the Debtor requests authority to notify all holders of Pre-June 7 Contracts by verified email addresses of the entry of the order approving the rejection of such Contracts. Of the approximately 67,000 holders of Pre-June 7 Contracts, the Debtor has tested and verified the viability of approximately 55,000 email addresses. The Debtor will notify these holders at the email addresses held by the Debtor of the order approving rejection and, in the email, set forth the method by which the holder may respond. As to the remaining holders whose email address cannot be verified, the Debtor will contact such holders using first class mail.

11. The Debtor asserts that the proposed modifications are in the best interest of the Debtor, the estate and the creditors in that the modifications will save significant resources of the Debtor.

12. The Debtor has discussed the immediate entry of the order approving the rejection of the Pre-June 7 Contracts with the United States Trustee and believes that the United States Trustee does not have an objection to this relief, so long as the contractees are afforded an opportunity to timely respond.

ACCORDINGLY, Warranty Gold, Ltd., the Debtor-In-Possession in this Case, moves the Court for the immediate entry of an order approving the rejection of the Debtor's Pre-June 7 Contracts for the reasons stated above, approving the modification of the relevant response times

and conditions to allow affected parties-in-interest to respond to the Court's order within twenty-five days of its entry and granting such other relief to which the Debtor may show itself entitled.

Respectfully submitted,
PORTER ROGERS DAHLMAN
& GORDON

By: /s/ Lynn Hamilton Butler
Lynn Hamilton Butler
Texas State Bar No. 03527350
2600 Via Fortuna, Suite 130
Austin, TX 78746
Telephone: (512) 505-5900
Fax: (512) 472-7316
lbutler@prdg.com

ATTORNEY FOR WARRANTY
GOLD, LTD.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served upon the parties on the attached service list by first class mail on the 14th day of November, 2003.

/s/ Lynn Hamilton Butler
Lynn Hamilton Butler



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: November 19, 2003


FRANK R. MONROE
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
OF THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE:

WARRANTY GOLD, LTD.,

DEBTOR

§
§
§
§
§

CASE NO. 03-15721

CHAPTER 11

JUDGE FRANK MONROE

**ORDER GRANTING WARRANTY GOLD'S FIRST DAY MOTION TO REJECT ALL
PRE-JUNE 7, 2003 CUSTOMER EXTENDED WARRANTY CONTRACTS AND TO
MODIFY AND EXTEND RESPONSE DEADLINE**

On November 12, 2003, the Court considered the First Day Motion To Reject All Pre-June 7, 2003 Customer Extended Warranty Contracts And To Modify And Extend Response Deadline ("Motion") filed by Warranty Gold, Ltd. (the "Debtor"), the Debtor-In-Possession in this Case.

The Court finds that the modified response deadlines set forth below must be used to provide adequate notice of the Motion and this Order as there are approximately 67,000 of these contracts.

The Court finds that rejection of the Debtor's Pre-June 7, 2003 Customer Extended Warranty Contracts ("Pre-June 7 Contracts") is warranted under the circumstances in that the

Debtor has determined, through the exercise of its best business judgment, that the Pre-June 7 Contracts are not necessary to the Debtor's current operations, that the assumption of the Pre-June 7 Contracts is an economic impossibility in that the Debtor cannot cure the past defaults and cannot provide adequate assurance of future performance, and that the assumption of the Pre-June 7 Contracts do not enhance the prospects for a successful reorganization of the Debtor. Therefore, rejection of the Pre-June 7 Contracts is appropriate and in the best interests of the Debtor, its estate and the creditors.

THEREFORE, the Court GRANTS the Motion effective November 12, 2003.

The Pre-June 7 Contracts are immediately rejected under Bankruptcy Code § 365(a).

However, to protect the due process rights of the customers under the Pre-June Contracts, the Court expands the finality period under Bankruptcy Rule 8001 from ten days to twenty-five days to allow such customers to review and respond to this Order approving the rejection of the Pre-June 7 Contracts. Further, the Court modifies the filing requirements in Rule 8001 to allow a response filed to this Motion to act as a motion for new trial if filed within the 25-day period, such that a response will generate a hearing on the Motion. This extension is intended to correlate to the 20-negative notice provisions in the Local Rules of the Western District of Texas, while allowing the rejection to be effective immediately.

The Court orders the Debtor to notify all customers under the Pre-June 7 Contracts by verified email addresses of the entry of the order approving the rejection of such Contracts. The Debtor is instructed to notify these holders at the email addresses held by the Debtor of the order approving rejection and, in the email, set forth the method by which the holder may respond. As to the remaining holders whose email address cannot be verified, the Debtor is instructed to contact such holders using first class mail. The notice to the customers must be in a form similar

to the form attached as Exhibit 1. Notification must be sent out by Friday, November 14, 2003.

Notification may accompany the notification of the debtor's first meeting of creditors.

The Court further orders that any party objecting to this Order must send a written objection on or before December 8, 2003 to Debtor's counsel at:

Lynn Hamilton Butler
Porter Rogers Dahlman & Gordon
P. O. Box 2227
Austin, TX 78746
(512) 505-5900
Fax (512) 472-7316
reorganization@warrantygold.com

Objections to this Order are not to be filed with the Court.

The Court further orders that a status hearing on responses filed with counsel will be held on December 23, 2003 at 1:30 p.m. at the Homer Thornberry Judicial Building, 903 San Jacinto, Bankruptcy Courtroom No. 1, Austin, Texas 78701. It will not be necessary for objecting or responding parties to be at the December 23, 2003 status conference as no rights will be determined at this time. The only issues to be decided will be the procedure by which such objections or responses can be scheduled for hearing and the time for filing claims resulting from rejection of the Pre-June 7 Contracts.

###

Order submitted,

PORTER ROGERS DAHLMAN
& GORDON

By: /s/ Lynn Hamilton Butler
Lynn Hamilton Butler
Texas State Bar No. 03527350
2600 Via Fortuna, Suite 130
Austin, TX 78746
Telephone: (512) 505-5900
Fax: (512) 472-7316
lbutler@prdg.com

ATTORNEY FOR WARRANTY GOLD, LTD.

EXHIBIT 1

FORM OF NOTICE REGARDING REJECTION ORDER

NOTE TO ALL HOLDERS OF CONTRACTS SOLD PRIOR TO JUNE 7, 2003:

ON NOVEMBER 12, 2003, THE BANKRUPTCY COURT ENTERED AN ORDER AT THE DEBTOR'S REQUEST REJECTING ALL EXTENDED WARRANTY CONTRACTS SOLD BY WARRANTY GOLD PRIOR TO JUNE 7, 2003. IF YOU WISH TO REQUEST A COPY OF THIS ORDER, YOU MAY DO SO BY EMAILING REORGANIZATION@WARRANTYGOLD.COM. TO FILE AN OBJECTION TO THIS ORDER, YOU MUST FILE THE OBJECTION IN WRITING WITH THE ATTORNEY FOR THE DEBTOR LISTED ABOVE BY DECEMBER 8, 2002. DO NOT FILE THE OBJECTION WITH THE BANKRUPTCY COURT. A STATUS HEARING ON RESPONSES/OBJECTIONS TO THIS ORDER WILL BE HELD ON DECEMBER 23, 2003 AT 1:30 P.M. IN BANKRUPTCY COURTROOM #1, HOMER THORNBERRY JUDICIAL BUILDING, 903 SAN JACINTO, AUSTIN, TEXAS 78701. IT IS NOT NECESSARY FOR AN OBJECTING OR RESPONDING PARTY TO ATTEND THE 12/23 HEARING AS NO RIGHTS WILL BE DETERMINED AT THAT TIME. AT THE 12/23 HEARING, THE COURT WILL ONLY CONSIDER THE PROCEDURE BY WHICH SUCH OBJECTIONS OR RESPONSES CAN BE SCHEDULED AND THE TIME FOR FILING CLAIMS RESULTING FROM REJECTION OF THESE CONTRACTS.

AAR Search Result: Agent Data



This information is current as of 11/20/2003

Demographic Information

Name of Licensee: CECO MANAGEMENT CORP DBA WARRANTYGOLD.CO

License #: D029834

Business Address: 901 S MO PAC EXPY STE 2-310
AUSTIN, TX 78746-5776

Licenses held with no active appointment

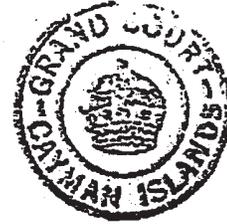
* If no new appointments are secured by the License Expiration Date below, the license qualification will terminate. If this occurs, the insurance representative must reapply and requalify as a first time applicant in order to secure authority for that line of business.

If any license authority (line of business, e.g., life, or health or variable annuity) displayed below is also displayed in "LICENSES HELD WITH AT LEAST ONE APPOINTMENT" above, such license authority will not expire on the date indicated below as long as the active appointment above is maintained.

	Issue Date	License Expiration Date*
AUTO WARRANTY REPRESENTATIVE 0253	02/09/2000	02/09/2004

If additional public information is desired, you may contact the Bureau of Licensing at 850-413-3137.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
BEFORE THE HONOURABLE MRS. JUSTICE LEVERS**



Cause Number 372 of 2003

IN THE MATTER OF The Companies Law (2003 Revision)

AND

**IN THE MATTER OF: NATIONAL WARRANTY INSURANCE RISK RETENTION
GROUP**

ORDER

UPON reading the Petition presented by National Warranty Insurance Risk Retention Group (the "Company").

AND UPON the application by the Company by way of ex-parte summons dated 4th June 2003

AND UPON reading the affidavits of Don Erway and Rex Moats sworn the 4th June 2003

AND UPON hearing Counsel for the Company as Petitioner

IT IS ORDERED as follows:

1. Simon Whicker and Theo Bullmore of KPMG Cayman Islands, be and hereby are appointed as Joint Provisional Liquidators ("JPLs") of the Company (to act between themselves jointly and severally) and
2. The JPLs are authorised as agents of the Company until further Order to do all acts or things considered by them to be necessary in order to do the following:-

(a) Take control of the Company's assets.

Carry on the business of the Company.

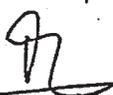
Arbitrate, litigate, negotiate, settle or otherwise deal with any and all disputes arising out of or connected with the Bordereaux Agreement between the Company and Pacific Fiduciary Investment Corporation dated January 10th 2003 (the "Dispute").

- (d) If deemed appropriate draft and propose a Scheme of Arrangement between the Company and its creditors and to seek whatever directions are required in respect thereof from this Court consistent with any settlement of the Dispute.
3. In order to do the acts or things authorised in paragraph 2 hereof, the JPLs shall have the following powers:
- (a) To exercise such powers set out in Section 109 (a)-(g) of the Companies Law (2003 Revision) without further sanction or intervention of the Court insofar as their exercise is necessary or appropriate in order to do the acts or things authorised in paragraph 2 hereof. For the avoidance of doubt the JPLs will not have the power to change the location of the Registered Office of the Company
- (b) to pay and employ barristers, attorneys or solicitors and/or such other agents or professional persons whether in the Cayman Islands or elsewhere as they may consider necessary to advise and assist them in the performance of their duties and upon such terms as they may think fit, in particular but not limited to engagement of U.S. lawyers to take such steps and make such applications to the U.S. courts as may be considered necessary to protect the assets of the Company;
- (c) to remunerate and reimburse themselves and their staff at their usual customary rates out of the assets of the Company such fees and expenses as may be approved by the Court in accordance with Rule 4.30 of the Insolvency Rules 1986.
- (d) to require from the Company and its directors and officers such information as the JPLs reasonably consider necessary in order that the JPLs are able properly to discharge their functions under this Order and as officers of the Court.
- (e) to delegate to the directors and officers of the Company (or any of them) any of the powers of the JPLs to act on behalf of the Company, such delegation to be on such terms as the JPLs in their sole discretion think fit.
- (f) to apply to the Court for such further Orders on directions as the JPLs think fit.
4. It being in the opinion of the Court in the best interests of the Company to do so, the JPLs be authorised and directed until further ordered to pay in full the claims of creditors of the Company as such claims fall due, provided that the JPLs are satisfied that such amounts are properly due and owing, and in the carrying out of this Order no such payments shall be avoided by virtue of the provisions of section 156 of the Companies Law (2003 Revision).
5. It being in the opinion of the Court in the best interests of the Company to do so, the JPLs be authorised to incur liabilities on behalf of the Company in the ordinary course of the Company's business by the acceptance of premiums for insurance of new automobile warranty agreements issued pursuant to existing contracts with the following entities :



2. The Joint Official Liquidators be authorised jointly or severally to exercise all powers set out in section 109 of the Companies Law (2003 Revision) without the further sanction of this Court.
3. The Joint Official Liquidators be at liberty to employ attorneys, counsel and professional advisors whether in the Cayman Islands or elsewhere as they may consider necessary to advise and assist them in the performance of their duties and on such terms as they think fit and to remunerate them out of the assets of the Company.
4. The Joint Official Liquidators be at liberty to apply generally.
5. The costs of the petition be paid out of the assets of the Company.
6. The Joint Official Liquidators cause an office copy of this order to be delivered to the Registrar of Companies.

Dated the 1st day of August, 2003
Filed this 1st day of August, 2003


The Honourable Mrs. Justice Levers



THIS ORDER was filed by Maples and Calder, Attorneys at Law for the Joint Provisional Liquidators of the Company whose address for service is PO Box 309GT, Uglund House, South Church Street, George Town, Grand Cayman (Ref: AAG/602475).

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 372 OF 2003

In the matter of the Companies Law (2003 Revision)

And in the matter of National Warranty Insurance Risk Retention Group

ORDER



UPON THE PETITION of National Warranty Insurance Risk Retention Group ("the Company"), presented to this Court on 4th June, 2003 for the winding up of the Company

AND UPON hearing Counsel for the Company, the Joint Provisional Liquidators of the Company, the Cayman Islands Monetary Authority, SC&E Administrative Services, Inc and American Prime Asset, Inc

AND UPON reading the affidavits of Don Erway sworn on 4th June, 2003, Rex Moats sworn on 4th June, 2003, and George Theodore Lanyon Bullmore sworn on 25th July, 2003

AND UPON it being proved to the satisfaction of the Court that the Company is unable to pay its debts

IT IS ORDERED THAT

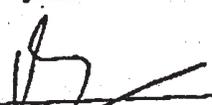
1. The Company be wound up by this Court under the provisions of the Companies Law (2003 Revision) and that Simon Lovell Clayton Whicker and George Theodore Lanyon Bullmore of KPMG, P.O. Box 493GT, Century Yard, Grand Cayman be and are hereby appointed Joint Official Liquidators of the Company

CAC, Delta (in so far as it does not relate to the Dispute), Omni, Triad, IWMC, AFAC, CCW, Interstate Warranty Gold, Warranty Gold, American Auto Guardian Inc, ASC, Engine Pro-Group, Engine Rebuilders, Roadmaster Engine Rebuilders, ATRA, Transmission Rebuilders, Ethos, 99ers, APC, TPC, Chemical, DPP, Lloyd Andersen, NASA-Etch, National Road Service, All Other NWIC, Auto Consumer Service, Cabriolet, Pro Distributor, Vans.

- 6. The JPLs shall report in writing to the Court within 7 days of the 13th June 2003 and shall seek such further directions from this Court as the JPLs deem appropriate.
- 7. Pursuant to section 99 of the Companies Law, all actions, suits or proceedings of any nature whatsoever against the Company be and are hereby restrained until further order of this Court, and no future action, suit or proceeding shall be commenced against the Company without the leave of this Court.
- 8. The Joint Provisional Liquidators shall be at liberty from time to time to submit bills of costs and disbursements and a breakdown of their costs, charges, fees and expenses and those of any persons or firms employed by them to the Court for approval.
- 10. The costs of this application be paid out of the assets of the Company.

Dated this 6th June 2003

Filed this 6th June 2003


THE HONOURABLE MRS. JUSTICE LEVERS
Lever J.



This Order was filed by Solomon Harris Attorneys at Law, attorneys for the Applicant/Petitioner whose address for service is, P.O. Box 1990, 2nd Floor, Barclays House, George Town, Grand Cayman, Cayman Islands. Ref LH