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CONNECT AND PROTECT

VEHICLE SERVICE AGREEMENT

SCHEDULE PAGE **AGREEMENT NUMBER**

CUSTOMER INFORMATION			
Agreement Holder	Telephone Number	Email	
Address	City	ST	Zip

VEHICLE INFORMATION				
Year / Make	Model			
Vehicle Identification Number	Current Odometer Reading	Vehicle Purchase Price	Agreement Expiration Date (Vehicle Term)	Agreement Expiration Odometer (Miles)
Agreement Purchase Date	Agreement Purchase Price			

SELLER INFORMATION			
Seller	Telephone Number		
Address	City	State	Zip

LIENHOLDER INFORMATION			
Lienholder	Address	City/State	Zip

$_____DEDUCTIBLE (per occurrence)	**SURCHARGES/OPTIONS** ☐ **4 Wheel Drive / All-Wheel Drive** ☐ **Commercial Use** ☐ **Diesel** ☐ **Oversize / Undersize Tires *(35" Max)*** ☐ **Salvage / Rebuilt** ☐ **Turbo / Supercharger** ☐ **Upfitted Vehicle** ☐ **Qualified Lift / Drop** ***(Includes Oversize / Undersize Tires Surcharge)***

PLANS:
☐ **POWERTRAIN** ☐ **POWERTRAIN PLUS** ☐ **COMPREHENSIVE** ☐ **EXCLUSIONARY**

This **Agreement** is between the **Obligor** and the **Agreement Holder**. It provides coverage indicated, only for the time or mileage, whichever expires first, shown on the **Schedule Page**. **You** agree that the **Term** indicated above begins on the **Agreement** Purchase Date, even though any components or parts covered by a manufacturer, supplier, or other warranty are *NOT* covered by this **Agreement** until expiration of the manufacturer, supplier, or other warranty.

YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR A VEHICLE. You should read this **Agreement** carefully. It contains the entire **Agreement** between **You** and **Us**. It takes precedence over any other written or oral statements made to **You** with respect to this **Agreement**. This is a service agreement, not a warranty or insurance contract. REVIEW "STATE REQUIREMENTS" FOR ANY RIGHTS, PRIVILEGES AND CONDITIONS THAT GOVERN THIS **AGREEMENT** IN **YOUR** STATE. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. **You** acknowledge **Your** understanding of and agreement to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section in this **Agreement**. This **Agreement** is based on information **You** provided in this **Schedule Page**. **You** acknowledge **Your** understanding of the limited applicability of the Federal Magnuson-Moss Warranty Act as set out in this **Agreement**. **Your** signature below means that **You** have reviewed and understand the **Agreement Terms and Conditions**.

_____ _____

Agreement Holder Signature **Agreement** Sales Date

☐ **Washington Residents Only:** By initialing this box, **You** acknowledge **You** have reviewed the Term Limit, Coverages, Exclusions, General Provisions, Cancellation and **Agreement Holder** Responsibilities set forth in this **Agreement**. The implied warranty of merchantability on the **Vehicle** is not waived if this **Agreement** has been purchased within ninety (90) days of the sale of the **Vehicle** from the **Seller**.

For Claims, Contact: [(866) 351-3350] or [www.americaswarranty.com].

SAMPLE

THE ADMINISTRATOR MUST BE CONTACTED PRIOR TO PERFORMING ANY REPAIR UNDER THIS AGREEMENT. THE ADMINISTRATOR WILL NOT BE RESPONSIBLE FOR ANY REPAIRS THAT ARE NOT PRE-AUTHORIZED. SEE THE "YOUR RESPONSIBILITIES" SECTION FOR INSTRUCTIONS TO BE FOLLOWED IN THE EVENT OF A COVERED BREAKDOWN.

MAINTENANCE REQUIREMENTS: You must have **Your Vehicle** checked and serviced in accordance with the Manufacturer's (**MFR**) recommendations as outlined in the Owner's Manual provided by the **Manufacturer** or according to the terms in the **Agreement Holder Responsibilities** section, Maintenance, whichever is less.

DEFINITIONS

1. **Administrator:** America's Warranty, Inc., [1300 Ridenour Blvd., Ste. 200, Kennesaw, GA 30152 (866) 351-3350].
   - AK, NJ, NY – ORIAS Warranty Services, [P.O. Box 35008, Tulsa, OK 74153-0008]
   - CA - Old Republic Insured Automotive Services, Inc. [P.O. Box 35008, Tulsa, OK 74153-0008] License No.: 0C79822
   - FL - Minnehoma Automobile Association, Inc., [P.O. Box 35008, Tulsa, OK 74153-0008, License #60033]
   - WA, WI - Minnehoma Automobile Association, Inc., [P.O. Box 35008, Tulsa, OK 74153-0008]
   - TX - ORIAS Warranty Services, Inc., [P.O. Box 35008, Tulsa, OK 74153-0008, TX LIC # 378]
   - UT - Old Republic Insured Automotive Services, Inc., [P.O. Box 35008, Tulsa, OK 74153-0008]
2. **Agreement:** This **Agreement,** which **You** have purchased for the **Vehicle** described on the **Schedule Page**.
3. **Agreement Holder, You, Your:** The **Agreement Holder** shown on the **Schedule Page** or the person to whom the **Agreement** was properly transferred.
4. **Agreement Purchase Date:** The date **You** purchased this **Agreement** shown on the **Schedule Page**.
5. **Agreement Purchase Price:** The amount **You** paid for this **Agreement** shown on the **Schedule Page**.
6. **Breakdown:** The failure of a **Covered Part** under normal service due to defects in material or workmanship. A **Covered Part** has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any noncovered part.
7. **Claim:** A demand by **You** for benefits under this **Agreement.** A visit/claim may have more than one Covered Repair.
8. **Commercial Use: Any Vehicle used for the business purpose of farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service or repair work, or has been issued commercial plates in the state in which it is titled, or is used for a commercial enterprise. Vehicles used commercially for snow removal must be equipped with factory-installed or factory-authorized snowplow package. Usage must not exceed the manufacturer's ratings and/or limitations. Commercial Use does not include the following which are excluded from Coverage under this Agreement irrespective of whether the Commercial Use Option is selected: a Vehicle used for the purpose of rental, taxi, limousine or shuttle; providing rideshare services (Uber, Lyft, etc.), a Vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; a police, emergency service, or a Vehicle with a municipal tag; a Vehicle used for principally off- road use, prearranged or organized racing or competitive driving.**
9. **Cost:** The reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications. At the Administrator's discretion, replacement parts used in covered repairs may include new, remanufactured, used, or non-original equipment manufactured parts. All parts will conform to manufacturer's specifications
10. **Coverage: The protection You purchased, as shown on the Schedule Page. Part/component repairs that are covered by other warranty(ies) or insurance are excluded from Your Coverage for the term of said warranty(ies).**
11. **Covered Part(s): The usual and fair charges to repair or replace a Covered Part. The maximum We will pay for a Covered Part will not exceed the manufacturer's suggested retail list price. The mechanical and electrical parts and components unless specifically excluded under this Agreement which are original parts on Your Vehicle at the time of its purchase by You or like replacement parts meeting the manufacturer's specifications.**
9. **Deductible:** The amount **You** are required to pay, as shown on the **Schedule Page,** toward the total cost for the repair or replacement of **Covered Part(s)** per visit. Once a part is repaired or replaced under the terms of this **Agreement,** there will be no **Deductible** for future repairs to that part.
10. **Failure:** The inability of an original or like replacement part covered by this **Agreement** to function in normal service.
11. **Labor Rate:** Approved labor charges will be determined using nationally published flat-rate manuals. The **Administrator**, in its sole discretion, will determine the labor rate for authorized repairs based on the average labor rate of repair facilities in the area. The labor rate will not exceed the posted labor rate of the **Repair Facility**.
12. **Obligor (We, Us, Our):** Old Republic Insured Automotive Services, Inc., [P.O. Box 35008, Tulsa, OK 74153-0008] CA License No.: 0C79822
    - AK, GA, HI, ID, LA, NJ, NY, WY - ORIAS Warranty Services, [P.O. Box 35008, Tulsa, OK 74153-0008]
    - FL- Old Republic Insurance Company, [P.O. Box 35008, Tulsa, OK 74153-0008, License #FL-09135]
    - OR, TX - ORIAS Warranty Services, Inc., [P.O. Box 35008, Tulsa, OK 74153-0008, TX LIC # 378]
    - AZ, NM, OK, WA, WI - Minnehoma Automobile Association, Inc., [P.O. Box 35008, Tulsa, OK 74153-0008, OK LIC # 44198045]
13. **Pre-Existing Condition:** A condition and/or failure that within all reasonable mechanical probability and mechanical fitness existed prior **Agreement** Purchase Date.
14. **Repair Facility:** A licensed **Repair Facility** authorized by the **Administrator** to perform repair services under this **Agreement**.
15. **Schedule of Coverages:** A part to this **Agreement** that outlines the coverage of the **Plan** selected by **You** as shown on the **Schedule Page** of this **Agreement** and lists the **Covered Parts.**
16. **Schedule Page:** The numbered document executed by **You** which must be attached to this **Agreement**. It lists information regarding the **Vehicle** to be covered, **Agreement** Terms and Conditions, and other vital information.
17. **Seller:** The seller from whom **You** purchased this **Agreement** as shown on the **Schedule Page**.
18. **Term:** The **Term** ends on the **Agreement** Expiration Date (Term) or **Agreement** Expiration Odometer (Miles) listed on the **Schedule Page.**
19. **Vehicle:** The **Vehicle** described on the **Schedule Page** that is covered under this **Agreement.**
20. **Wear and Tear:** The gradual reduction of operating performance. Coverage will be extended to all covered parts and components that suffered a **Breakdown** because of **Wear** and/or **Tear** unless otherwise listed under the **Exclusions - What Is Not Covered** section of

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this **Agreement**.

SCHEDULE OF COVERAGES

In return for payment by **You** of the **Agreement Purchase Price** and subject to all the terms of this **Agreement**, **We** agree with **You** as follows: **Coverage - During the Agreement Term, We will pay a Repair Facility, or at Our option, reimburse You the Cost to remedy Breakdown of the parts listed below, less Deductible, if applicable. At the Administrator's discretion, replacement parts used in covered repairs may include new, remanufactured, used, or non-original equipment manufactured parts. All parts will conform to manufacturer's specifications.**

POWERTRAIN COVERAGE

If **You** selected POWERTRAIN COVERAGE, the below listed components are eligible for coverage, subject to the terms and conditions. **Any component(s) not specifically listed for coverage under this Agreement is not covered**

A. GASOLINE ENGINE – All internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing belt/chain, timing chain gears, timing chain guides, timing belt/chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold; exhaust manifold; freeze plugs; throttle valve cable; engine mounts. **Cases, housings, engine block, oil pan and cylinder heads are covered only if damaged by the failure of an internal lubricated part.**

B. DIESEL ENGINE – All internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing chain, timing chain gears, timing chain guides, timing chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold; exhaust manifold; vacuum pump; freeze plugs; EGR cooler; throttle valve cable; engine mounts. **Engine block, oil pan and cylinder heads are covered only if damaged by the failure of an internal lubricated part.**

C. TURBO CHARGER/SUPER CHARGER – (factory installed only) Turbocharger/Supercharger Housing and all internal lubricated parts.

D. TRANSMISSION – All internal lubricated parts within the transmission including torque converter, valve body, valve body shift solenoids, accumulator rings, accumulators, adjusters, bands, bearings, boost valve, center support chain, check balls, clips, clutch drums, clutch piston, clutch packs (**automatic transmission only**), control rings, counter shaft, detent valve, gears, governor, governor gear, output shaft, parking gear, planetary gears carrier, planetary gears, pressure regulator valve, pressure switches, ring gears, roll pins, separator plate, servo rings, servo sleeves, shift forks, shift shafts, shift valves, shifter shaft, snap rings, sprags, springs, sprockets, stator shaft, sun gear shell, sun gears, synchronizer hub, synchronizer key(s), synchronizer ring, synchronizer sleeves, synchronizer springs, synchronizer(s), transfer shaft. Transmission mounts; transmission mount bushings; drive axle shafts; constant velocity joints; flywheel/flexplate; transmission cooler; oil lines; detent cable; detent cam; detent cam spring; front pump; front pump gears; front pump guide rings; front pump vanes; range selector cable; retainers; side cover; vacuum modulator; external switches and solenoids; electronic controller; backup light switch; speed sensor; speedometer cable; neutral safety switch; auxiliary valve body; modulator valve; parking pawl; speedometer drive gear. **Transmission cases, housings, and transmission oil pan are covered only if damaged by the failure of an internal lubricated part.**

E. TRANSFER CASE – All internal lubricated parts within the transfer case including main shaft, output shafts, bearings, drive sprocket, synchronizers, planet carriers, shift forks, chain. **Transfer case is covered only if damaged by the failure of an internal lubricated part.**

F. FRONT WHEEL DRIVE/REAR WHEEL DRIVE SYSTEM – All internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; flex disc; half shafts; hub bearings; wheel bearings; yokes; lock ring; lock nuts. **Drive axle housing is covered only if damaged by the failure of an internal lubricated part.**

G. FOUR-WHEEL DRIVE/ALL WHEEL DRIVE SYSTEM – All internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; flex disc; half shafts; wheel bearings; yokes; lock ring; lock rings; Automatic locking hubs; manual locking hubs; hub bearings; four-wheel drive actuator motor; front axles; front drive shaft; four-wheel drive engagement switch. **Drive axle housing is only covered if damaged by the failure of an internal lubricated part.**

H. SEALS AND GASKETS – Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered. Coverage will expire when **Your Vehicle** reaches 150,000 miles as indicated on **Your** odometer or the expiration of the term of this **Agreement**, whichever occurs first. After, 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

I. LABOR - Labor charges to repair or replace a covered component are based on AllData accepted flat rate time to repair or replace a covered component and the lesser of your posted labor rate or up to one hundred dollars ($100.00) per hour.

POWERTRAIN PLUS COVERAGE

If **You** selected POWERTRAIN PLUS COVERAGE, the below listed components are eligible for coverage in addition to the components listed under POWERTRAIN COVERAGE, subject to the terms and conditions. **Any component(s) not specifically listed for coverage under this Agreement is not covered**.

A. AIR CONDITIONING AND HEATING – Heater core; blower motor; air conditioning compressor; air conditioning compressor clutch; air conditioning compressor pulley; air conditioning condenser; air conditioning evaporator; air conditioning receiver dryer; air conditioning orifice tube; air conditioning expansion valve; air conditioning power module, controller and relay; air conditioning and heating dash control unit/temperature control programmer; accumulator; heater control valve; high/low cut-off switches; cycling switch; idler pulley; idler pulley bearing; serpentine belt tensioner; electronic temperature control sensors; temperature sensor internal; ambient temperature sensor. **Refrigerant only if needed in conjunction with the repair of a Covered Part.**

B. COOLING SYSTEM – Water pump; belt tensioners; radiator; thermostat; oil cooler; cooling fan clutch; cooling fan electric motors; fan blade

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assembly; coolant reservoir sensor.

C. GASOLINE FUEL SYSTEM – Fuel tank; fuel sending unit; fuel pump; fuel injectors; fuel injection rails; fuel pressure regulator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; warm up regulator.

D. DIESEL FUEL SYSTEM – Fuel tank; fuel sending unit; fuel pump; high pressure fuel pump; lift pump; accessory vacuum pump and injector pump; fuel injectors; fuel distributor; fuel pressure regulator; fuel/water separator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; warm up regulator.

E. ELECTRICAL – Alternator, voltage regulator; distributor (**excludes cap, rotor and spark plug wires**); distributor shaft; distributor bushings; distributor gear; distributor housing; horns; oil pressure sending unit; engine management sensors; ignition module; ignition switch; ignition lock cylinder; main electronic control unit; powertrain control module; transmission control module; body control module; anti-theft system; anti-theft system switches, sensors and siren; starter motor; starter solenoid; starter drive; convertible top engagement switch and motor only; cruise control module; cruise control switch; cruise control cancellation switch; cruise control resume switch; power door lock actuators; power door lock solenoids; head lamp door motors only; primary instrument cluster; electronic driver information display, display module and power supply; dome and map light assemblies; power seat motor and transmission; seat heater assembly; brake light switch; defogger switch; headlight switch; power mirror switch; power mirror heating elements; sunroof switch; back up light switch; turn signal switch; washer pump switch; window switches; wiper switch; trunk lid release switch; trunk lid release activator and motor; washer pump motor; windshield wiper motor; rear wiper motor; headlight wiper motor; power window motor; power window gear; power window regulator; power window lift tape; power mirror motor; safety restraint system; air bag; air bag control module; air bag sensors and switches; impact sensors; illuminated visors.

F. SUSPENSION – Upper and lower control arms; control arm shafts and bushings; radius arm and bushings; trailing arm; track bar; stabilizer shaft, links, and bushings; upper and lower ball joints; torsion bars; torsion bar mounts; torsion bar bushings; coil springs; leaf springs; steering knuckles; spindles; steering dampener; electronic height level sensor; electronic height level controller; electronic height level air compressor; compressor relay; mode switch; wheel bearings; wheel seals.

G. BRAKES – Brake master cylinder; brake power assist boosters; brake power assist valves; disc brake calipers; bleeders; brake adjusters; backing plates; brake pedal apply pin; wheel cylinders; combination valve; proportioning valve; metering valve; brake hydraulic lines and fittings; vacuum and fluid reservoirs; hydro boost unit; parking brake cable; pressure differential switch; brake fluid level sensor; residual pressure check valve; return spring; self-adjuster mechanism; springs clips and retainers; parking brake lever; parking brake ratchet assembly.

H. ABS SYSTEM – ABS booster; ABS pump/motor; ABS control processor; ABS dump valve; ABS sensors; ABS solenoids; ABS electronic control compressor; ABS hydraulic control unit; ABS modulator valve; ABS compensating valve; ABS accumulator.

I. STEERING – Steering gear; rack and pinion; rack and pinion mounts and bushings; power steering pump; power steering hoses and couplings; power steering cooler; steering main and intermediate shafts; steering column; steering column bearings; steering column couplers; electronic power steering motor; steering box; pitman arm; idler arm; tie rods; drag link; tilt wheel mechanism; rack bellows; center link; control valve; relay rod.

J. SEALS AND GASKETS – Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered. Coverage will expire when **Your Vehicle** reaches 150,000 miles as indicated on **Your** odometer or the expiration of the term of this **Agreement**, whichever occurs first. After, 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

K. LABOR - Labor charges to repair or replace a covered component are based on AllData accepted flat rate time to repair or replace a covered component and the lesser of your posted labor rate or up to one hundred twenty-five dollars ($125.00) per hour.

COMPREHENSIVE COVERAGE

If **You** selected COMPREHENSIVE COVERAGE, the below listed components are eligible for coverage in addition to the components listed under POWERTRAIN PLUS COVERAGE and POWERTRAIN COVERAGE, subject to the terms and conditions. **Any component(s) not specifically listed for coverage under this Agreement is not covered.**

A. AUDIO – (Factory installed only) AM radios, AM/FM radios, satellite radios, antenna motor, cassette players, CD players, and CD changers (**excluding speakers and graphic equalizers**).

B. HYBRID SYSTEM – IMA control unit for battery; IMA control unit for electric motor; junction board assembly; IMA motor stator assembly; IMA motor rotor assembly; PDU unit (pre-driver); PDU converter.

C. ENTERTAINMENT AND NAVIGATION – **(Factory installed only)** DVD players, VHS players, and navigation equipment.

D. LABOR - Labor charges to repair or replace a covered component are based on AllData accepted flat rate time to repair or replace a covered component and the lesser of your posted labor rate or up to one hundred twenty-five dollars ($125.00) per hour.

EXCLUSIONARY COVERAGE

If **You** selected EXCLUSIONARY COVERAGE, **We** will provide coverage for any **Breakdown** of **Your Vehicle**, less the selected **Deductible**, if applicable, except for items listed under "**EXCLUSIONS - WHAT IS NOT COVERED**."

MANDATORY / OPTIONAL SURCHARGES

The following Coverages/Surcharges are available only when selected on the **Schedule Page** and a surcharge has been paid:

A. 4X4 / AWD Option (Mandatory Surcharge Applies) – Available on all Levels of Coverage. If **Your Vehicle** is equipped with 4X4 or All Wheel Drive (AWD) and have selected and paid for the 4X4 / AWD coverage as indicated on the **Schedule Page**, a mandatory surcharge will be applied. The following parts/components are covered: All internally lubricated parts within the transfer case, including but not limited to all bearings, bushings, chains, gears, sleeves, and sprockets. **The transfer case is covered only if damaged by an internally lubricated part**.

B. Commercial Use (Optional Surcharge Applies) – Available on all Levels of Coverage. If **You** have selected and paid for the **Commercial Use** coverage as indicated on the **Schedule Page**, coverage is available under this **Agreement** only when the **Vehicle** is utilized for a **Commercial Use**, as defined in "Definitions".

C. Diesel Option (Mandatory Surcharge Applies) – Available on all Levels of Coverage. If **You** have a Diesel **Vehicle** and **You** have selected and paid for the Diesel coverage as indicated on the **Schedule Page**, a mandatory surcharge will be applied. The following

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parts/components are covered: By-mechanical-failure-only fuel pump (electric or mechanical), pressure regulator, metering valve and fuel injectors.

D. Oversize / Undersize Tires (Mandatory Surcharge Applies) – Available on all Levels of Coverage. If **You** have selected and paid for the Oversize / Undersize Tires coverage as indicated on the Schedule Page, coverage is available under this **Agreement**. **The maximum tire diameter cannot exceed thirty-five inches (35")**. If **You** have selected and paid for the Qualified Lift / Drop coverage as indicated on the **Schedule Page**, the Oversize / Undersize Tires optional surcharge is covered in addition to the Qualified Lift / Drop coverage.

E. Qualified Lift / Drop (Mandatory Surcharge Applies) – Available on all Levels of Coverage. If **You** have selected and paid for the Qualified Lift / Drop coverage as indicated on the **Schedule Page**, the Oversize / Undersize Tires mandatory surcharge is covered in addition to the Qualified Lift / Drop coverage. **The maximum increase for a body/suspension lift combined cannot exceed six inches (6")**. The maximum decrease for a body/suspension decrease cannot exceed four inches (4"). **Any modification that voids the original manufacturer warranty will also void the coverage provided under this Agreement**. **Coverage is supplemental to any manufacturer's coverage and will not apply to any failure for which the manufacturer has denied coverage due to the increase or decrease in suspension**.

F. Salvage / Rebuilt Vehicle Coverage Option (Optional Surcharge Applies) – Available on all Levels of Coverage. If **You** have selected and paid for the Salvage / Rebuilt Vehicle coverage as indicated on the **Schedule Page**, **You** have coverage in accordance with the applicable terms of this **Agreement** for a **Vehicle** that has ever had a Salvage or Rebuilt title. **This option is not available on any Vehicle that has been declared True Mileage Unknown (TMU), or has ever been branded for flood, fire or saltwater damage**.

G. Turbo / Supercharger Option (Mandatory Surcharge Applies) – OEM Equipment Only – Available on all Levels of Coverage. If **Your Vehicle** is equipped with a turbo or supercharger and have selected and paid for the Turbo / Supercharger coverage as indicated on the **Schedule Page**, a mandatory surcharge will be applied. The following parts/components are covered: All internally lubricated parts of the turbo/supercharger housing plus the waste gate. **Turbo/Supercharger housing is only covered if damaged by an internally lubricated part**.

H. Upfitted Vehicle (Mandatory Surcharge Applies) – Available on all Levels of Coverage. If **Your Vehicle** has been upfitted/modified in cooperation with the OEM (examples: Rousch, Saleen, Shelby, Tuscany, High Country) and **You** have selected and paid for the Upfitted Vehicle coverage as indicated on the **Schedule Page**, coverage is available under this **Agreement**.

ADDITIONAL BENEFITS UNDER THIS AGREEMENT

SUBSTITUTE TRANSPORTATION

If **Your Vehicle** requires repair due to a **Breakdown**, even when that part is covered by a factory warranty, **We** will reimburse **You** up to fifty dollars ($50) per day for every eight (8) hours, (or portion thereof), of labor time required to complete the repair, up to a maximum of seven (7) days. To qualify for the first day(s) reimbursement, the **Vehicle** must be inoperable or unsafe to drive requiring that it be retained by the **Repair Facility** overnight or the covered repair must exceed a minimum of four (4) hours labor, as defined in the current year manufacturer or other accredited flat rate repair manual. **This coverage does not apply to the time waiting for parts, services, weekends, or other delays beyond the control of the Repair Facility or the Administrator. No deductible will apply to this benefit.**

TRIP INTERRUPTION

In the event that a **Breakdown** of a part covered by this **Agreement** occurs more than one hundred (100) miles from **Your** home and results in a **Repair Facility** keeping **Your Vehicle** overnight, **We** will reimburse **You** up to seventy-five dollars ($75) per day for a maximum of three (3) days for receipted lodging and restaurant expenses incurred between the date of the **Breakdown** and the date on which the repairs are completed. The total benefit per **Breakdown** occurrence shall not exceed two hundred and twenty-five dollars ($225).

ROADSIDE ASSISTANCE

Roadside Assistance is available twenty-four (24) hours a day/three hundred sixty-five (365) days a year anywhere in the United States (including Alaska and Hawaii) and Canada.

- Towing Assistance - When towing is necessary, the **Vehicle** will be towed, up to a maximum of one hundred fifty dollars ($150.00), to the nearest qualified **Repair Facility** or to another location requested by the driver of the **Vehicle**.
- Flat Tire Assistance - Service consists of the removal of the **Vehicle's** flat tire and its replacement with the spare tire located with the **Vehicle**, or the servicer will drive **You** to the closest tire store for repair.
- Fuel, Oil, Fluid and Water Delivery Service - An emergency supply of fuel (3 gallons), oil, fluid and water will be delivered if the **Vehicle** is in immediate need. **You must pay for the fuel or other fluid when it is delivered**.
- Lock-out Assistance – If **Your** keys are locked inside the **Vehicle**, assistance will be provided to gain entry into the **Vehicle**.
- Battery Assistance – If battery failure occurs, a jump start will be provided to start **Your Vehicle**.

Your coverage begins on the **Agreement Purchase Date** shown on the **Schedule Page** and terminates on the expiration of the **Term** of **Your Agreement** shown on the **Schedule Page**. **You will only have to pay for any non-covered expenses or costs in excess of Your one hundred fifty dollars ($150.00) per occurrence maximum**.

Important: Please be with Your Vehicle when the service provider arrives, unless it is unsafe to remain with the Vehicle, as the service provider cannot service an unattended Vehicle. In the event that service is not obtainable through Administrator, You will receive an authorization number to receive a refund of payments made according to Your program benefit and coverage limits for services received independently.

EXCLUSIONS - The following items are not included as part of the Roadside Assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products. Non- emergency towing or other non-emergency service. Non-emergency mounting or removing of snow tires or chains. Shoveling snow from around a Vehicle, tire repair, extrication or winching, motorcycles, trucks over one-and- a-half-ton capacity, antique vehicles (meaning vehicles over twenty (20) years old or out of manufacture for ten (10) years or more), taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes or fines. Damage or disablement due to collision, fire, flood or vandalism. Towing from or repair work performed at a service station, garage, or repair shop. Towing by other than a licensed service provider or garage; vehicle storage charges; a second tow for the same disablement. Service on a Vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the

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Vehicle if towed or serviced. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a Vehicle in need of routine maintenance or repair. Services received independently from Administrator, without prior authorization from Administrator. Only one (1) disablement for the same service type during any seven (7) day period will be accepted.

THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

AGREEMENT TERMS AND CONDITIONS

AGREEMENT PERIOD

Coverage under this **Agreement** begins on the **Agreement Purchase Date** and will expire according to the time and/or mileage of the term selected whichever occurs first, as of 12:01 a.m. on the **Agreement** Expiration Date (Term) or **Agreement** Expiration Odometer (Miles) shown on the **Schedule Page**. **We** may cancel this **Agreement** within thirty (30) days from **Our** receipt if underwriting criteria are not met. **Replacement will be made with parts of like kind and quality and compatible with the Covered Vehicle's specification**. All parts replaced will be covered under the terms and conditions hereof for the remaining term and/or mileage of this **Agreement** as shown above.

DEDUCTIBLE

The amount **You** are required to pay, as shown on the **Schedule Page,** toward the total cost for the repair or replacement of **Covered Part(s)** per visit/claim made. Once a part is repaired or replaced under the terms of this **Agreement**, there will be no **Deductible** for future repairs to that part.

LIMIT(S) OF LIABILITY

Our liability for any one (1) repair visit shall in no event exceed the Vehicle's Actual Cash Value ("ACV") immediately prior to the Breakdown. Our aggregate limit of liability shall in no event exceed the Actual Cash Value ("ACV") or the purchase price of the Vehicle (excluding all dealer fees, taxes, document fees, or any other fees or add-ons), whichever is less.

The Actual Cash Value ("ACV") will be determined by using the most recent J.D. Power Clean Retail Value on the Agreement Purchase Date or date of Breakdown. The liability of anyone performing under this Agreement for incidental or consequential damages arising from performance or failure to perform under this Agreement or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Agreement, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss.

For Salvage / Rebuilt Vehicles, if the Salvage / Rebuilt surcharge has been selected and paid as specified on the Schedule Page, the Vehicle's value will be determined based on sixty percent (60%) of the J.D. Power Clean Retail Value at time of Breakdown.

YOUR RESPONSIBILTIES

Maintenance Requirements and Service History - In order to keep Your Agreement valid, You must follow Your manufacturer's maintenance procedures as listed below. When Your Vehicle reaches sixty thousand (60,000) miles, You must have your oil and oil filter changed every five thousand (5,000) miles or six (6) months, whichever occurs first. If Your failure to follow Your manufacturer's maintenance procedure, or the sixty thousand (60,000) mile maintenance requirement listed above, contributes to a Breakdown, You may be denied coverage. Your Vehicle must be serviced receiving all scheduled maintenance as recommended by the Manufacturer in the Owner's Manual. You must keep receipts which verify the Vehicle Identification Number and all repair orders/maintenance records issued by the Selling Dealer/Repair Facility performing the required services on Your Vehicle. Repair order/maintenance records must include the date, a description of Your Vehicle, mileage, and list in detail each of the services performed and maintenance parts replaced, handwritten receipts will not be accepted. All scheduled maintenance services must be performed by a licensed Repair Facility, not owned or operated or performed by You. 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 denial of coverage.

FILING A CLAIM

If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

1. **Prevent Further Damage - Take immediate action to prevent further damage. Do not continue to operate Your Vehicle. This Agreement will not cover the damage caused by not securing a prompt repair of the failed component.**
2. **Take Your Vehicle to or contact a Repair Facility - If Your Vehicle breaks down, take Your Vehicle to or contact any Repair Facility. If You need assistance in locating a Repair Facility, please contact the Administrator.**
3. **Obtain Authorization from the Administrator - Prior to any repair being made, instruct the service advisor at the Repair Facility to contact the Administrator to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered.**

   The Administrator can be contacted at [(866) 351-3350]. Please have Your last eight (8) of Vehicle Identification Number available. For 24/7 claim assistance, You can email Us at [claims@americaswarranty.com] or visit Our website, [americaswarranty.com], File a Claim tab.

   The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Agreement. Any additional amount must receive prior approval.

   EMERGENCY REPAIRS (Non-Business Hours Only) - After the Repair Facility has diagnosed the problem, please have Your Agreement number available and call the emergency number: [(866-351-3350)] or email [(claims@americaswarranty.com)] for authorization.

   Emergency Repairs - If You are in need of emergency repairs outside of normal business hours and are unable to contact Administrator in order to receive prior authorization, then You may deliver Your Vehicle to any licensed Repair Facility and have repairs performed at a reasonable and customary charge. Within two (2) business days report the repairs to Administrator at [(866) 351-3350], or via email at [(claims@americaswarranty.com)], along with copies of all repair orders in order to request

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a reimbursement under this Agreement. Once received, the Administrator will determine the eligibility of Your reimbursement request, subject to the terms and conditions of this Agreement. Failure to obtain prior authorization for an emergency repair will not invalidate a covered claim, if You show that it was not reasonably possible to obtain prior authorization.

4. **Authorize Tear-Down and/or Inspection - In some cases, You may need to authorize the Repair Facility to inspect and/or tear down Your Vehicle to determine the cause and cost of the repair. The Repair Facility must save all parts, fluids, and filters, and must not clean any parts without Administrator authorization. You will be responsible for these charges if the failure is not covered under this Agreement. We reserve the right to require an inspection of Your Vehicle prior to any repair being made.**
5. **Review Coverage - After the Administrator has been contacted and provides authorization, review with the Repair Facility what will be covered by this Agreement.**
6. **Pay Any Applicable Deductible - We will reimburse the Repair Facility or You for the cost of the work performed on Your Vehicle that is covered by this Agreement and previously authorized, less any Deductible. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for payment.**
7. **Proof of Service and/or Repair - To obtain payment for a covered repair You, or the Repair Facility, must submit a legible copy or original repair order to the Administrator. Repair orders must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, Your name and signature, Repair Facility name, address and phone number, repair totals, Deductible (if applicable), and method of payment to satisfy the repair order. "Proof' of maintenance and/or Your self-maintained log with corresponding receipts, may be requested by the Administrator for related repairs. In addition (if applicable), all related invoices (i.e., towing, rental, sublets, etc.) must accompany the repair order for consideration of claim reimbursement. All receipts must be legible and verifiable. Handwritten receipts will not be accepted.**

EXCLUSIONS - WHAT IS NOT COVERED

WHAT THIS AGREEMENT DOES NOT COVER, MAINTENANCE, AND PARTS NOT COVERED: THE MAINTENANCE SERVICES AND PARTS DESCRIBED UNDER MAINTENANCE REQUIREMENTS AS SHOWN IN THIS AGREEMENT OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.
IN ADDITION, WE WILL NOT PAY BENEFITS:

1) **FOR COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER, STATE REQUIRED WARRANTY, DEALER WARRANTY, INSURANCE POLICY, REPAIR FACILITY'S GUARANTEE, OR ANY OTHER GUARANTEE REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY OR GUARANTEE.**
2) **ANY REPAIR, REPLACEMENT, OR SERVICE THAT WAS NOT PRE-AUTHORIZED BY ADMINISTRATOR, WITH THE EXCEPTION OF EMERGENCY REPAIRS REQUIRED OUTSIDE OF NORMAL BUSINESS HOURS.**
3) **FOR A BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, CONDITIONS OF THE ENVIRONMENT, DAMAGE THAT RESULTS FROM SOMEONE ALTERING THE VEHICLE, MISUSING THE VEHICLE, TAMPERING WITH THE VEHICLE, MAKING IMPROPER ADJUSTMENTS, IMPROPER FUELS, IMPROPERLY MAINTAINING THE VEHICLE, FAILING TO MAINTAIN THE VEHICLE WITHIN MANUFACTURER'S RECOMMENDATIONS, DAMAGE OR FAILURE OF A COVERED COMPONENT CAUSED BY AN NON-COVERED COMPONENT, AND PREVIOUS OR IMPROPER REPAIRS. FUSES, CIRCUIT BREAKERS, SPEAKERS, STANDARD TRANSMISSION CLUTCH ASSEMBLIES, FRICTION CLUTCH DISC, PRESSURE PLATE.**
4) **ANY TIRE THAT IS NOT INSTALLED BY THE ORIGINAL MANUFACTURER, AS INDICATED ON THE DOOR PANEL PLACARD, UNLESS THE OVERSIZE / UNDERSIZE TIRE SURCHAGE IS SELECTED AND PAID FOR, UP TO A MAXIMUM TIRE SIZE DIAMETER OF THIRTY-FIVE INCHES (35").**
5) **FOR 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.**
6) **FOR A BREAKDOWN WHEN CONTAMINATED OR POOR-QUALITY FLUIDS, FUELS, LUBRICANTS OR GREASE CAUSED OR CONTRIBUTED TO THE BREAKDOWN OR FOR DAMAGE CAUSED BY FUELS CONTAINING MORE THAN 10% ETHANOL IF THE VEHICLE WAS NOT MANUFACTURED FOR THIS FUEL MIXTURE.**
7) **FOR FLUID LEAKS OR DAMAGE THAT RESULTS FROM FLUID LEAKS.**
8) **FOR ANY BREAKDOWN CAUSED BY OR INVOLVING: CONTAMINATION, OVERHEATING, REGARDLESS OF THE CAUSE OF OVERHEATING, LACK OF COOLANT OR LUBRICANTS, SLUDGE.**
9) **FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER.**
10) **FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN "YOUR RESPONSIBLITIES", AND/OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.**
11) **ALL MAINTENANCE RELATED ITEMS AND THE FOLLOWING PARTS INCLUDING, BUT NOT LIMITED TO LIGHT BULBS, LED (LIGHT EMITTING DIODE), INCLUDING ZENON AND H.I.D LIGHT BELTS, HEADLAMP, TAILLAMP ASSEMBLY, EXTERIOR LIGHTING, EXTERIOR HOUSINGS, HOSES, TUBES, LINES, FITTINGS, ASSEMBLIES, DUCTS, FILTERS, LUBRICANTS, COOLANTS, SPARK PLUGS, IGNITION COILS, GLOW PLUGS, BATTERIES, BATTERY CABLES, BATTERY GROUND STRAPS, BATTERY CONNECTIONS, BATTERY TERMINALS, WIRING HARNESSES, TPMS (TIRE PRESSURE MONITORING SYSTEM) SENSORS, BRAKE PADS, ROTORS, DRUMS, STRUTS, SHOCKS, AIR SPRINGS, SYSTEM RESTRAINT SENSORS, AIRBAGS, IMPACT SENSORS, CLOCK SPRING, SAFETY BELTS, ANCHOR TENSIONER AND LATCH, OCCUPANT CLASSIFICATION / DETECTION SYSTEM COMPONENTS, INFLATOR MODULES, RESTRAINT SENSING MODULES, ALL EXHAUST SYSTEM COMPONENTS, INCLUDING THE CATALYTIC CONVERTER, O2 SENSORS, NOX SENSORS, EVAPORATIVE EMISSIONS, VAPOR MANAGEMENT COMPONENTS, EXHAUST MANIFOLD BOLTS; PAINT, TIRES, WHEELS, WHEEL RIMS, WHEEL STUDS, BODY COMPONENTS, HEAD BOLTS, BROKEN BOLTS, FITTINGS, CONNECTORS, COUPLERS, GLASS, PLASTIC, RUBBER, SUNROOF, MOONROOF TRACK AND FRAME, MOONROOF GUIDES, CABLES/MOVEMENT WIRES, CURTAIN, SHADE, AND**

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DRAINS; FACTORY RECOMMENDED SERVICES.

12) FOR A BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART.
13) FOR A BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.
14) FOR A BREAKDOWN CAUSED BY, OR FAILURE DUE TO, OIL CONSUMPTION OR COSTS INCURRED DUE TO NORMAL WEAR AND TEAR, INCLUDING, BUT NOT LIMITED TO, VALVE GRIND(S) AND/OR PISTON OR PISTON RING REPLACEMENT(S) DESIGNED TO IMPROVE ENGINE COMPRESSION OR REDUCE OIL CONSUMPTION AND DIMINISHED PERFORMANCE DUE TO NORMAL WEAR, AS WELL AS REPAIR OR REPLACEMENT OF VALVES, PISTONS, OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.
15) IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE.
16) SEALS AND GASKETS ARE NOT COVERED BY THIS AGREEMENT UNLESS REQUIRED IN CONJUNCTION WITH A COVERED REPAIR.
17) FOR A BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.
18) FOR ADDITIONAL LOSS OR DAMAGE WHICH IS OCCASIONED BY YOU 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.
19) **FOR A BREAKDOWN WHICH EXISTED PRIOR TO, OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE AGREEMENT PURCHASE DATE.**
20) IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, JUNK OR SALVAGE VEHICLE, UNLESS THE SALVAGE / REBUILT MANDATORY SURCHARGE HAS BEEN PAID FOR AND SELECTED ON THE SCHEDULE PAGE.
21) FOR EXPENSES CHARGED FOR DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS.
22) FOR EXPENSES CHARGED FOR NON-SPECIFIC MATERIALS, SHOP SUPPLIES, HAZMAT, DISPOSAL FREIGHT, HANDLING FEES OR MISCELLANEOUS FEES.
23) IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.
24) FOR A BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
25) FOR A BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR RACING OR OTHER COMPETITION.
26) IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOWPLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.
27) FOR A BREAKDOWN CAUSED BY RUST OR WEATHER-RELATED CORROSION.
28) IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES AND YOU HAVE NOT SELECTED OR PAID FOR COMMERCIAL COVERAGE OR YOUR VEHICLE DOES NOT OTHERWISE MEET OUR CRITERIA FOR COMMERCIAL VEHICLES. EXAMPLES OF COMMERCIAL USE INCLUDE BUT ARE NOT LIMITED TO: TAXI, POLICE CAR OR OTHER EMERGENCY VEHICLE, HAULING, CONSTRUCTION (OTHER THAN DRIVING TO AND FROM WORK), PICKUP AND DELIVERY SERVICE, DAILY RENTALS, CARRY PASSENGERS FOR HIRE, SNOWPLOWING AND COMPANY POOL USE OR BUSINESS TRAVEL WHEN THE VEHICLE IS USED BY MORE THAN ONE DRIVER. CERTAIN COMMERCIAL USE IS ALLOWED IF THE VEHICLE OTHERWISE MEETS THE ADMINISTRATOR'S GUIDELINES AND THE MANDATORY SURCHARGE HAS BEEN SELECTED AND PAID FOR.
29) IF YOUR VEHICLE IS AN EXOTIC VEHICLE OR IS A TRUCK RATED MORE THAN 1 TON.
30) FOR REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
31) DAMAGE CAUSED TO YOUR ENGINE, TRANSMISSION, TRANSFER CASE OR AXLE ASSEMBLY RESULTING FROM WATER INGESTION.
32) FOR REPAIRS OF WATER AND AIR LEAKS, RATTLES, SQUEAKS AND WIND NOISE.
33) EXHAUST SYSTEMS INCLUDING CATALYTIC CONVERTERS EXCEPT IF AN INTEGRAL PART (NON-REPLACEABLE) OF THE EXHAUST MANIFOLD.
34) ANY COMPONENT WHICH IS NOT LISTED IN THE SELECTED COVERAGE SECTION AS SHOWN ON THE SCHEDULE PAGE.

INELIGIBLE VEHICLES

The following Vehicles are ineligible under this Agreement:

1. **Any imported Vehicle that was not originally manufacturer to meet U.S. Federal Motor Vehicle Standards.**
2. **Any Vehicle that was reconstructed from salvage, declared a total loss, declared a lemon, or if the original manufacturer's warranty was voided for any reason, unless the Salvage/Rebuilt mandatory surcharge has been paid for and selected on the Schedule Page.**
3. **Any vehicle that is or will be used/equipped or identified as: farming, forestry, agriculture, welding, road construction or oil field industries; taxicab, rental, limousine, auto transport, shuttle or livery service, emergency response vehicles including police, fire, search and rescue, ambulance, paramedic, or security; mail carrier or any other pick up delivery services; waste removal, dump truck, hazardous material transportation; federal, state or city government, or military use; fleet/pool vehicles used by multiple drivers, or Commercial Use. CERTAIN COMMERCIAL USE IS ALLOWED IF THE VEHICLE OTHERWISE MEETS THE ADMINISTRATOR'S GUIDELINES AND THE MANDATORY SURCHARGE HAS BEEN SELECTED AND PAID FOR.**
4. **Any Vehicle equipped with a snowplow. Any vehicle with oversize or undersize tires unless the mandatory Oversize / Undersize Tires surcharge has been paid for and selected on the Schedule Page.**
5. **Any Vehicle with a suspension increase or decrease modification unless the Qualified Lift/Drop surcharge has been paid for and selected on the Schedule Page and the components are warrantied for a minimum of three (3) years by the manufacturer.**
6. **Any Vehicle that has the following characteristics: dump bed, step-van, high-cube van, incomplete vehicles, right hand steering vehicles, or Vehicles that have special bodies designed for commercial use.**

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7. **Any Vehicle that has been altered or modified from factory approved OEM installed emissions components by model year outside Federal Environmental Protection Agency (EPA) emission standards with or without Your knowledge.**

AGREEMENT GENERAL PROVISIONS

TRANSFER OF AGREEMENT

This Agreement applies only to the Agreement Holder and the described Vehicle listed on the Schedule Page. This Agreement applies only to the Agreement Holder and the described Vehicle listed on the Schedule Page. This Agreement, however, may be assigned or transferred at the request of the Agreement Holder to any new owner of the described Vehicle while the Agreement is still in force by written notification and payment to the Administrator of a fifty-dollar ($50.00) transfer fee, and providing proof of continuation of the service requirements. Transfer to the new owner must be completed within thirty (30) days of purchase. If any portion of the manufacturer's warranty is in effect at time of transfer, the transfer of the Agreement will be valid only if the manufacturer's warranty is also properly transferred. Completed forms or materials evidencing the properly executed transfer of any manufacturer's warranty coverage in effect on a Vehicle must be received from the Agreement Holder in addition to a copy of the bill of sale which lists the current mileage by the Administrator before this Agreement will be transferred.

CANCELLATION

A. **You** may cancel this **Agreement** for any reason by contacting the **Seller** or **Administrator**.

B. If the **Vehicle** and this **Agreement** have been financed, the lienholder may cancel this **Agreement** for non-payment, or if the **Vehicle** has been declared a total loss or has been repossessed. The rights under this **Agreement** are transferred to the lienholder and the lienholder is also entitled to any refund. If the lienholder cancels this **Agreement** within thirty (30) days of the **Agreement** Purchase Date a full refund of the total **Agreement** Purchase Price, less any claim(s) paid, will be provided. If the lienholder cancels this **Agreement** at any other time, a pro-rata refund of the total **Agreement** Purchase Price will be provided based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less claim(s) paid and less a cancellation fee of seventy-five dollars ($75.00). The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. In the event of Lienholder cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Seller** receives notice of the request to cancel or sooner if required by state law.

C. **You** may cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. If **You** cancel this **Agreement** after the first thirty (30) days, **You** will receive a pro-rata refund of the total **Agreement** Purchase Price, based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less claim(s) paid and less a cancellation fee of seventy-five dollars ($75.00). The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. Refunds will be payable to **You** or the lienholder, if applicable. In the event of **Your** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Seller** receives notice of the request to cancel or sooner if required by state law.

D. In the event the **Agreement** Purchase Price is being paid for through a Payment Plan (or its equivalent) any outstanding balance held by Payment Plan provider would be deducted from the refund amount due to **You**.

E. All refunds will be issued through the **Seller** from whom the **Agreement** was purchased.

F. **Administrator** reserves the right to cancel this **Agreement** upon the occurrence of any of the following:

- Failure by **You** to pay an amount when due.
- Conviction of the **Agreement Holder** of a crime, which results in an increase in the service required under this **Agreement**.
- Discovery of fraud or material misrepresentation by the **Agreement Holder** in obtaining this **Agreement** or in presenting a claim for service hereunder.
- Discovery of an act or omission by the **Agreement Holder**, or a violation by the **Agreement Holder** of any condition of this **Agreement**, which occurred after the **Agreement** Purchase Date and which substantially and materially increases the service required under this **Agreement**, including but not limited to failure of the odometer of the **Vehicle** or if for any reason it does not record the actual mileage of the **Vehicle** after the **Agreement** Purchase Date and the actual mileage of the **Vehicle** cannot be established to a reasonable degree of certainty, and if the **Vehicle** is used for **Commercial Use**.
- A material change in the nature or extent of the required service or repair which occurs after the **Agreement** Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Agreement** was issued or sold.

No cancellation of this **Agreement** by **Us** shall become effective until fifteen (15) days after the notice of cancellation is mailed to **You**. **We** will not charge a cancellation fee if **We** cancel this **Agreement**.

If **We** cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price, less any claims paid, will be issued. If **We** cancel this **Agreement** after the first thirty (30) days, a pro-rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement Term** will be issued, less claims paid.

In the event of **Our** cancellation of this **Agreement,** any refund owed will be paid or credited no more than thirty (30) days from the date of **Our** cancellation or sooner if required by state law.

RIGHT OF REMOVAL

In the event of any dispute between **Us** and the licensed **Repair Facility**, **We** shall have the right, with **Your** permission, to remove the **Vehicle** to a licensed **Repair Facility** of **Our** choice and at **Our** expense.

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LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT

You agree and acknowledge that **You** have paid an additional fee for this **Agreement** that is separate and apart from the purchase price **You** paid for the **Vehicle**. Because of that separability stated consideration, **You** agree and acknowledge that this **Agreement** is not part of the basis of the bargain for **Your** purchase of the **Vehicle**. **You** further agree and acknowledge that, the **Administrator** or **Obligor** under this **Agreement**, are not the supplier of the **Vehicle**. Consequently, this **Agreement** is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this **Agreement** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

LIMITATION OF LIABILITY

IN NO EVENT WILL WE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS, TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ANY WARRANTY THAT REPAIRS OR PERFORMANCE WILL BE OF ANY PARTICULAR STANDARD OR QUALITY.

INSURANCE STATEMENT

Obligations of the Obligor under this Agreement are insured under a contractual liability insurance policy issued by Old Republic Insurance Company. If the Obligor fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurer, Old Republic Insurance Company, P.O. Box 35008, Tulsa, OK 74153-0008, (800) 331-3780.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), **You, We,** and the **Administrator** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of **Our** agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement,** including but not limited to claims related to the underlying transaction giving rise to this Agreement, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shallbe resolved by final and binding arbitration. "Claims" shall be given the broadest meaningpossible and includes, without limitation, Claims arising under Agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING **YOU**, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.

In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this Agreement. The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. **CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.**

The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of thatdecision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any **Class Action**.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural

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provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed $25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right toattend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other Agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT).

To opt out, You must send written notice to: [1300 Ridenour Blvd., Ste. 200, Kennesaw, GA 30152]. You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

STATE REQUIREMENTS

The following State Requirements apply if this **Agreement** was purchased in one of the following states and supersede any other provision herein to the contrary:

ALABAMA

CANCELLATION, **C.,** is deleted in its entirety and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term**, less the applicable cancellation fee. A cancellation fee of twenty-five dollars ($25) will be charged for cancellations occurring after thirty (30) days. No cancellation fee will be charged if **We** cancel **Your Agreement**. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **Agreement Holder**. A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Agreement** and upon receipt of the **Administrator**. The **Agreement** will be governed under the laws of the State of Alabama.

ALASKA

Any language establishing a time limit to file claims is not permissible unless denial is also contingent on prejudice suffered by provider.

CANCELLATION section is modified as follows: **In the event of material misrepresentation by the Agreement Holder in pursuing a claim will cancel the coverage provided under this Agreement and any applicable refund will be paid according to the CANCELLATION section.**

If **You** cancel this **Agreement** within thirty (30) days from the Agreement Effective Date, a ten percent (10%) per month penalty of the full provider fee shall be added to any refund owed that is not paid within forty-five (45) days. If **You** cancel this **Agreement** after the first thirty (30) days, a ten percent (10%) per month penalty of the unearned provider fee shall be added to any refund owed that is not paid within forty-five (45) days.

CANCELLATION, B., is amended as follows: A cancellation fee of seven and one-half percent (7.5%) or twenty-five dollars ($25), whichever is less.

CANCELLATION, **C**., is deleted in its entirety and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after the first thirty (30) days and receive a pro rata refund of the total **Agreement** Purchase Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term**, less the applicable cancellation fee. A cancellation fee of seven and one-half percent (7.5%) or twenty-five dollars ($25), whichever is less. The cancellation fee is only applicable if **You** cancel the **Agreement** after thirty (30) days the **Agreement** was delivered to **You**. If this **Agreement** is cancelled, **We** shall refund or credit to **You** the prorated amount of the unearned **Agreement** Purchase Price, less any claims paid, within forty-five (45) days after the return of this **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: If the **Administrator** cancels this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, a full refund or credit of the total **Agreement** Purchase Price will be issued, less any claims paid. If the refund is not paid or credited within forty-five (45) days after the **Administrator** cancels this **Agreement**, a ten percent (10%) penalty of the unearned **Agreement** Purchase Price paid by the **Agreement Holder** for each month the refund remains unpaid shall be added to the refund.

We may only cancel this **Agreement** for the following reasons: (1) **Your** nonpayment of the **Agreement** Purchase Price; (2) **Your** conviction

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for a crime having as one of its necessary elements an act increasing a hazard covered by this **Agreement**; (3) discovery of fraud or material misrepresentation made by **You** in obtaining the **Agreement** or pursuing a claim under this **Agreement;** (4) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this **Agreement**; (5) physical changes in the **Vehicle** that results in the **Vehicle** becoming ineligible for coverage under the **Agreement**; or (6) a substantial breach of duties by **You** related to the **Vehicle**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** at least five (5) days before cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by **You** in obtaining this **Agreement** or by **You** in pursuing a claim under the **Agreement**.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER - is deleted in its entirety and replaced with: If **You** and the **Administrator/Obligor** fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of **Agreement** on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict **Your** rights or the rights of the **Administrator/Obligor**. All references to **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** are deleted.

This **Agreement** will provide coverage if **Your Vehicle** is used for snow removal, provided it is properly equipped for such use and is not used commercially.

INSURANCE STATEMENT: is amended as follows: in the event the **Obligor** fails to provide a covered service within thirty (30) days after the **Agreement Holder** notifies the **Obligor** of a claim, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Agreement**, **You** may file a direct claim with the insurer as designated above.

FINANCIAL AGREEMENTS is amended as follows: If this **Agreement** was financed (purchased on a Payment Plan) by a funding party, the funding party shall be entitled to a refund(s) resulting from cancellation of this **Agreement** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Agreement** and no claims will be approved. Any applicable refund will be provided per the requirements in the **CANCELLATION** section.

FILING A CLAIM, 7., Proof of Service and/or Repair is amended as follows: **Handwritten receipts will be thoroughly reviewed.**

ARIZONA

Nothing in this section prevents, limits, or waives **Your** rights to file a complaint against **Us** or seek remedy available thereto, with the Arizona Department of Insurance and Financial Institutions, Consumer Affairs, 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007.

CANCELLATION, **C**., is amended as follows: The cancellation fee may not exceed ten percent (10%) of the amount paid by the **Agreement Holder** or seventy-five dollars ($75), whichever is less.

CANCELLATION, **F**., is amended as follows: **We** may cancel this **Agreement** if **Your Vehicle** is found to be modified by **You** in a manner not recommended by the manufacturer after the Agreement Purchase Date. **We** may cancel this **Agreement** for non-payment of the Agreement Purchase Price, or for **Your** misrepresentation in the submission of a claim. This **Agreement** will not be cancelled for misrepresentation by the company or the **Seller** of this **Agreement**.

ARKANSAS

CANCELLATION section is amended as follows: Claims made or paid will not be deducted from cancellation refund amounts.

Arbitration clause is non-binding and voluntary.

CALIFORNIA

EXCLUSIONS-WHAT IS NOT COVERED is amended as follows:

This Agreement may not contain language indicating that coverage is void due to preexisting conditions, including prior damage from a crash or flood or preexisting mechanical conditions and vehicles reconstructed from salvage, declared or total loss or lemon, or if the manufacturer's original warranty was voided for any reason.

Cancellation by Lienholder references are deleted in their entirety.

CANCELLATION, **C.,** is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Administrator or Dealer. If You request a cancellation during the first sixty (60) days, We will refund You one hundred percent (100%) of the Agreement Purchase Price. After the first sixty (60) days from the Agreement Purchase Date, We will refund You a pro-rated amount of the Agreement Purchase Price, based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less a cancellation fee of either ten percent (10%) of the Agreement Purchase Price or twenty-five dollars ($25), whichever is less. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator, or Dealer receives notice of cancellation from the Agreement Holder.

CANCELLATION, **F.,** is deleted in its entirety and replaced with the following: We may cancel this Agreement during the first sixty (60) days of the Agreement Purchase Date for any reason. If We cancel this Agreement within the first sixty (60) days, We will mail written notice of cancellation to You at Your address as listed on the Schedule Page, and that notice will be postmarked prior to the sixty-first (61st) day from the Agreement Purchase Date. After sixty (60) days, We may cancel this Agreement due to material misrepresentation or fraud at the time of sale or Your failure to pay the Agreement Purchase Price. If We cancel this Agreement, We will mail written notice of cancellation to You at Your address as listed on the Schedule Page at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. This Agreement ceases to be valid no less than five (5) days after the postmark date of the notice. If We cancel this Agreement, We or the Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid by Us. No cancellation fee will apply in the event We cancel this Agreement. Any refund will be sent to the Vehicle's Lienholder unless the lien is satisfied. If the Service Agreement Provider cancels this Agreement and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation. In the event that We cancel this Agreement, We will be liable for any claim reported to Our Administrator if the claim is reported prior to the effective date of cancellation and is covered by the Agreement. You are deemed to have reported a claim if You have completed the first step required under this Agreement for reporting a claim.

INSURANCE STATEMENT is revised as follows: Performance to You under this Agreement is guaranteed by a California-approved insurance company. You may file a claim with the insurance company if any promise made in the Agreement has been denied or has not been honored

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within sixty (60) days after Your request. The name and address of the insurance company is Old Republic Insurance Company, Tulsa Branch, 8282 South Memorial Drive, Suite 202, Tulsa, OK 74133. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).
Your coverage begins on the Agreement Purchase Date shown on the Schedule Page and terminates on the expiration of the Term of Your Agreement shown on the Schedule Page.
All manufacturer maintenance requirements can be found online. If **You** cannot locate the manufacturer requirements online, contact the Administrator for assistance.
ARBITRATION section is amended as follows: 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 for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating "It is understood and agreed that the transaction evidenced by this **Agreement** takes place in and substantially affects interstate commerce" is removed in its entirety. If any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

COLORADO

In the event the **Obligor** fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company listed in **INSURANCE STATEMENT** of this **Agreement**. Policy Number T3-05-0004.

CONNECTICUT

If this **Agreement** has a **Term** of less than one (1) year, the **Agreement Term** shall be extended for the time period the **Vehicle** is being repaired under this **Agreement**.
CANCELLATION, C., is amended as follows: This **Agreement** may be cancelled by **You** at any time for any reason by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**.
You may pursue arbitration to settle disputes between **You** and the **Administrator**. A written complaint containing a description of the dispute, the purchase or lease price of the **Vehicle**, the cost of repair of the **Vehicle** and a copy of **Your Agreement** may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division.
We do not offer in-home service for Your Vehicle.

FLORIDA

CANCELLATION is deleted in its entirety and replaced with the following:
CANCELLATION BY AGREEMENT HOLDER: You may cancel this **Agreement** by submitting a written request to the **Administrator/Obligor** or **Seller** containing a copy of **Your Agreement**. During the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Seller** will refund **You** a pro rata amount of the **Agreement** Purchase Price, based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less any claims paid and less a fifty dollar ($50) cancellation fee or ten percent (10%) of the unearned pro rata premium, whichever is less. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date and the **Vehicle** mileage on such date. In the event of **Your** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Seller** receives notice of the request to cancel or sooner if required by state law.
CANCELLATION BY US: We may cancel this **Agreement** during the first sixty (60) days of the **Agreement** Purchase Date for any reason. After sixty (60) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price or if **You** have failed to maintain the covered parts as prescribed by the manufacturer. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. If **We** cancel this **Agreement** for non-payment of the **Agreement** Purchase Price by **You**, **We** shall provide **You** notice of cancellation by certified mail. Any refunds due will be paid or credited no more than thirty (30) days from the date of cancellation by the **Obligor** or sooner if required by state law.
CANCELLATION BY LIENHOLDER: If this **Agreement** was financed, **You** hereby authorize **Your** lienholder to cancel **Your Agreement** on **Your** behalf in the event of: (1) **Your Vehicle** is repossessed; (2) **Your Vehicle** is declared a total loss; or (3) **You** default on **Your** obligations to **Your** lienholder. The rights under this **Agreement** are transferred to the lienholder and the lienholder is also entitled to any refund. If cancelled within the first sixty (60) days from the **Agreement** Purchase Date, a full refund of the **Agreement** Purchase Price will be provided if no claims have been made. After sixty (60) days, a pro rata refund of the **Agreement** Purchase Price will be provided based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less any claims paid. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date and the **Vehicle** mileage on such date. In the event of cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Seller** receives notice of the request to cancel or sooner if required by state law.
The lienholder, if any, will be named on a cancellation refund check as their interest may appear.
A forty dollar ($40) transfer fee is applicable.
ARBITRATION section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.
INSURANCE STATEMENT section is deleted in its entirety.
The Agreement Purchase Price charged for this Agreement is not subject to regulation by the FL Office of Insurance Regulation.

GEORGIA

CANCELLATION, B., is amended as follows: If the lienholder cancels the **Agreement** after thirty (30) days of the **Agreement** Purchase Date, the cancellation fee is seventy-five dollars ($75) or ten percent (10%) of the pro rata refund amount, whichever is less.
CANCELLATION, **C.,** is amended to read as follows: If **You** cancel the **Agreement** within thirty (30) days of the **Agreement** Purchase Date, the cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of the return of this **Agreement** to **Us**. If cancelled after the first thirty (30) days, the cancellation fee will be seventy-five dollars ($75) or ten percent (10%) of the pro rata refund amount, whichever is less. If **You** cancel this **Agreement** and have not received a refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the **INSURANCE STATEMENT**.
CANCELLATION, **F.,** is amended to read as follows: **We** may cancel this **Agreement** for non-payment of the **Agreement** Purchase Price or for material misrepresentation, or for fraud and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less

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than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If this **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund an amount of the **Agreement** Purchase Price according to the pro rata method reflecting the greater of the days in force or the miles driven based on the **Term** of the plan selected and the **Agreement** Purchase Date.

EXCLUSIONS-WHAT IS NOT COVERED is amended as follows:

8) FOR ANY BREAKDOWN CAUSED BY OR INVOLVING: CONTAMINATION, OVERHEATING, REGARDLESS OF THE CAUSE OF OVERHEATING, LACK OF COOLANT OR LUBRICANTS.

9) FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS MADE BY YOU OR WITH YOUR KNOWLEDGE UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER.

10) FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS MADE BY YOU OR WITH YOUR KNOWLEDGE OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN "YOUR RESPONSIBLITIES", AND/OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER provision is deleted in its entirety. Arbitration does not apply in Georgia. The OPT-OUT PROVISION only applies to the CLASS ACTION WAIVER.

The funding party and lienholder may only cancel for nonpayment in the event of a total loss or repossession of the **Vehicle**.

HAWAII

CANCELLATION, C., is amended as follows: If **You** cancel this **Agreement** within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to **You** within forty-five (45) days.

CANCELLATION, **F.,** is amended to read as follows: If **We** cancel this **Agreement**, **We** will mail a written notice five (5) days prior to the cancellation effective date stating the reason for cancellation. A notice will not be provided if cancellation is for non-payment, material misrepresentation, or a substantial breach of duties by **You** relating to the **Vehicle** or its use.

IDAHO

CANCELLATION section is amended as follows: Claims made or paid will not be deducted from cancellation refund amounts.

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to file a claim. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Coverage afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guaranty Association.

ILLINOIS

CANCELLATION, C., is amended as follows: If **You** elect cancellation, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the **Agreement** Purchase Price or seventy-five dollars ($75).

Your Agreement is amended to include: **Normal wear and tear is covered except where excluded herein.**

INDIANA

Your proof of payment to the **Seller** for this **Agreement** shall be considered proof of payment. This **Agreement** is not insurance and is not subject to Indiana insurance law. **INSURANCE STATEMENT** is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section.

IOWA

CANCELLATION, C., is amended to include the following: If cancelled after the first thirty (30) days, the cancellation fee for cancellation by the **Agreement Holder** can be no more than ten percent (10%) of the Agreement Purchase Price or seventy-five dollars ($75) whichever is less. If **You** cancel this **Agreement** within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement to Us**.

CANCELLATION, F., is amended as follows: If **We** cancel this **Agreement**, written notice of such cancellation will be mailed to **You** at least fifteen (15) days prior to the date of cancellation. In the event of cancellation by the **Obligor**, notice of cancellation will state the effective date of cancellation and the reason for the cancellation.

Iowa residents may only contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315 (515) 654-6600. This Agreement is subject to applicable provisions of Iowa Consumer Credit Code, Chapter 537. **INSURANCE STATEMENT** is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section of this **Agreement.**

LOUISIANA

CANCELLATION, **C.**, is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: **We** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement Holder** at least fifteen (15) days prior to cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the **Agreement Holder** to **Us**, or a substantial breach of duties by the **Agreement Holder** relating to the covered **Vehicle** or its use.

This **Agreement** is not regulated by the Louisiana Department of Insurance.

Any concerns or complaints regarding this **Agreement** may be directed to the Louisiana Attorney General.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is voluntary and non-binding.

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

MAINE

CANCELLATION, **C.,** is deleted and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price plus any applicable sales tax, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase

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Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term**, less any claims paid and less the applicable cancellation fee, in the amount of seventy-five dollars ($75) or ten percent (10%) of the Agreement Purchase Price, whichever is less. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of the request to cancel from the **Agreement Holder**. A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: **We** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement Holder** contained in the records of the **Obligor** at least fifteen (15) days prior to cancellation by **Us**. The notice must state the effective date of the cancellation and the reason for the cancellation. If **We** cancel this **Agreement** within the first thirty (30) days of the Agreement Purchase Date, a full refund of the total Agreement Purchase Price will be issued. If **We** cancel this **Agreement** after the first thirty (30) days, **We** shall refund to the **Agreement Holder** one hundred percent (100%) of the unearned pro rata Agreement Purchase Price, less any claims paid.

If an emergency repair is needed when **Our** claims office is closed and prior authorization for the repair cannot be obtained, **You** should proceed with the claim procedure and contact **Us** for the reimbursement consideration instructions on the next business day.

EXCLUSIONS - WHAT IS NOT COVERED – is amended to include the following: Consequential damages and pre-existing conditions are not covered under this Agreement.

INSURANCE STATEMENT is amended as follows: If **We** fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the **Agreement** Purchase Price, within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company listed in **INSURANCE STATEMENT** of this **Agreement**.

MARYLAND

CANCELLATION, **C.,** is amended as follows: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the original Agreement Purchase Date, a full refund will be issued, less any claims paid. If **You** cancel this **Agreement** after the first thirty (30) days, **You** will receive a pro-rata refund of the total Agreement Purchase Price based on the miles driven compared to the total **Agreement Term**, less any claims paid. The **Term** of this **Agreement** for cancellation purposes will be based on the Agreement Purchase Date and the **Vehicle** mileage on such date. A ten percent (10%) penalty per month of the Agreement Purchase Price shall be added to a refund that is not paid within forty-five (45) days of return of this **Agreement** to **Us**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **AGREEMENT HOLDER.**

CANCELLATION, F., is amended as follows: After forty-five (45) days, **We** cannot cancel this **Agreement** except, when there exists: (1) a material misrepresentation or fraud at the time of sale of the **Agreement**; (2) a matter or issue related to the risk that constitutes a threat to public safety; (3) a change in the condition of the risk that results in an increase in the hazard insured against; (4) for non-payment of the Agreement Purchase Price; or (5) due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver.

BREAKDOWN – A **Breakdown** will also be covered if it was caused by normal wear and tear of a covered component.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER does not apply in Maryland.

The cost of teardown and diagnostics are included with loss covered by this **Agreement**.

INSURANCE STATEMENT is amended as follows:

You may file a direct claim with the insurance company listed in the **INSURANCE STATEMENT** section if **We** fail to pay any claim or make any refund or consideration due within sixty (60) days after the proof is filed with the **Us**.

This **Agreement** is extended automatically when the **Obligor** fails to perform the services under the **Agreement.** The **Agreement** does not terminate until the services are provided in accordance with the terms of the **Agreement**.

MASSACHUSETTS

CANCELLATION, **C.,** is amended as follows: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the **Agreement Purchase Date**, **You** will receive a refund within forty-five (45) days of return of this **Agreement** to **Us**; otherwise, a ten percent (10%) penalty per month shall be added to a refund. The **Obligor** of this **Agreement** is the Dealer listed on the **Schedule Page**.

MINNESOTA

CANCELLATION, **C.,** is amended as follows: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the **Administrator**.

CANCELLATION, **F.,** is amended as follows: If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** fifteen (15) days prior to date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of the Agreement Purchase Price, material misrepresentation or substantial breach of duties by **You**.

MISSISSIPPI

CANCELLATION, C., is amended as follows: Cancellation fee may not exceed ten percent (10%) of the Agreement Purchase Price paid by **You** or seventy-five dollars ($75), whichever is less. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

CANCELLATION, **F.,** is amended as follows: If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of the Agreement Purchase Price, material misrepresentation, or substantial breach of duties by the **Agreement Holder** relating to the **Vehicle** or its use. If **We** cancel this **Agreement** within the first thirty (30) days of the Agreement Purchase Date, a full refund of the Agreement Purchase Price will be issued, less any claims paid. After the first thirty (30) days, a pro-rata refund of the total **Agreement Purchase Price** based on the miles driven compared to the total **Agreement Term** will be issued less the amount of any claims paid.

This **Agreement** is not supported by a manufacturer or distributor.

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

1.) This **Agreement** includes a binding Arbitration Agreement.
2.) The Arbitration Agreement requires that any dispute related to **Your** coverage must be resolved by Arbitration and not in a court of law.
3.) The results of the Arbitration are final and binding on **You** and **Us**.
4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
5.) When **You** become an **Agreement Holder** under this **Agreement, You** must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.

SAMPLE

6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
7.) Should **You** need additional information regarding the binding arbitration provision in the **Agreement**, **You** may contact Our toll-free assistance line at [(866) 351-3350].

MISSOURI

CANCELLATION, C., is amended as follows: If the **Agreement Holder** cancels within thirty (30) days of the **Agreement Purchase Date**, and a claim has been made, a full refund of the total **Agreement Purchase Price** will be made less any claims that have been paid. If the **Agreement Holder** cancels within the first thirty (30) days of the **Agreement Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. The applicable free-look time period on this Agreement shall only apply to the original **Agreement Holder**. If the **Agreement Holder** cancels the **Agreement**, written notice of such cancellation will be delivered to the **Agreement Holder** by registered mail within forty-five (45) days of the date of termination.

INSURANCE STATEMENT is amended as follows: Obligations of the Obligor under this Agreement are insured under a reimbursement insurance policy. If the Obligor fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company referenced in the INSURANCE STATEMENT section of this Agreement.

MONTANA

CANCELLATION is amended as follows: If **We** cancel this **Agreement**, **We** will mail a written notice stating the effective date of and reason for cancellation to **Your** last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the **Agreement Holder** relating to the **Vehicle** or its use.

NEBRASKA

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this **Agreement**, by a person covered by this **Agreement** against **Us** or **Us** against a person covered under this **Agreement**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

a) No arbitrator shall have the authority to award punitive damages or attorney's fees;
b) Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
c) No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

NEVADA

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER does not apply in Nevada.

CANCELLATION, **B**. is deleted in its entirety.

CANCELLATION, **C**. is deleted and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the Agreement Purchase Date, and no claims have been authorized or paid, **We** or the **Seller** will refund **You** one hundred percent (100%) of the Agreement Purchase Price. After the first thirty (30) days from the Agreement Purchase Date, or claims have been authorized or paid, **We** will refund **You** a pro-rated amount of the Agreement Purchase Price, based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less a twenty-five-dollar ($25) cancellation fee. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **Agreement Holder**. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. If You cancel/return this **Agreement** to **Us** within the full refund period, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **Agreement Holder**.

CANCELLATION, **F**. is deleted and replaced with the following: **We** may cancel this **Agreement** during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for: (a) Failure by **You** to pay an amount when due; (b) Conviction of **You** of a crime which results in an increase in the service required under the **Agreement**; (c) Discovery of fraud or material misrepresentation by **You** in obtaining this **Agreement**, or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by **You**; or (2) a violation by **You** of any condition of the **Agreement** after the effective date of the **Agreement** and which substantially and materially increases the service required under the **Agreement**; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the **Agreement** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Agreement** was issued or sold. If **We** cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date, and no claims have been made, **We** or the **Seller** will refund **You** one hundred percent (100%) of the Agreement Purchase Price. If **We** cancel this **Agreement** after the first thirty (30) days, a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term** will be issued. If **We** cancel this **Agreement**, no cancellation fee will be assessed. No claims paid on **Your Agreement** will ever be deducted from any refund. If **We** cancel this **Agreement**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If there is no lienholder or **You** have paid **Your** lien in full, the refundable amount will be paid to **You**. If there is an active lien by a lienholder for the **Agreement** purchase, the refundable amount will be paid to the lienholder up to the amount of the loan and **We** shall pay the excess to **You**. If **We** cancel this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

This **Agreement** will not cover any unauthorized or non-manufacturer recommended modifications to the **Vehicle**, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the **Vehicle** is modified or repaired in an unauthorized or non-manufacturer recommended manner, **We** will not automatically suspend all coverage. Rather, this **Agreement** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this **Agreement**. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234 or http://doi.nv.gov/.

Transfer fee is twenty-five ($25) dollars.

This **Agreement** is non-renewable.

NEW HAMPSHIRE

CANCELLATION, is amended as follows: The cancellation fee may not exceed ten percent (10%) of the amount paid by the **Agreement Holder** or seventy-five dollars ($75), whichever is less. Claims paid will not be deducted from **Your** cancellation refund amount.

If **You** have any questions regarding this **Agreement**, **You** may contact **Us** by mail or by phone. Refer to the front of this **Agreement** for **Our**

SAMPLE

address and toll-free number. In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at the following address: 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301 (603) 271-2261.
The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** is subject to N.H. Rev. Stat. 542.

NEW JERSEY

The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

CANCELLATION, C., is amended as follows: If **You** request cancellation of this **Agreement** within thirty (30) days of the Agreement Purchase Date, a ten percent (10%) penalty per month of the Agreement Purchase Price will be added to the refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: If **We** cancel this **Agreement**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to non-payment by **You** of the Agreement Purchase Price; a material misrepresentation by **You** to **Us**; or substantial breach of duties by **You** relating to the **Vehicle** or its use.

NEW MEXICO

CANCELLATION, **C.**, is amended as follows: If the **Agreement Holder's** refund is not returned within sixty (60) days of return of this **Agreement** to **Us**, a ten percent (10%) penalty of the purchase price, for each thirty (30)-day period or portion thereof that the refund remains unpaid will be added to the refund. If the **Agreement Holder** cancels this **Agreement** after the first thirty (30) days, a refund of 100% of the unearned pro rata Agreement Purchase Price will be provided based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less a cancellation fee of seventy-five dollars ($75) or ten percent (10%) of the Agreement Purchase Price, whichever is less, and less any claims paid.

CANCELLATION, **F.**, is amended as follows: No **Agreement** that has been in effect for at least seventy (70) days will be cancelled by **Us** before the expiration of the agreed term of one (1) year after the Agreement Purchase Date, whichever occurs first, except on any of the following grounds: **Your** failure to pay an amount when due; **You** are convicted of a crime that results in an increase in the service required under the **Agreement**; Discovery of fraud or material misrepresentation by **You** in obtaining the **Agreement** or in presenting a claim for service there under; or Discovery of either of the following if it occurred after the Agreement Purchase Date and substantially and materially increased the service required under the **Agreement**: a) An act or omission by **You**; or b) **Your** violation of any condition of the **Agreement**. If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674.
ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK

CANCELLATION, C., is amended as follows: If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was mailed to **You** and receive a full refund of the Agreement Purchase Price provided no claim has been made under the **Agreement**. If a full refund is due to **You** under this **Agreement**, a ten percent (10%) penalty per month will be added to the refund if it is not made within thirty (30) days of return of the **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: If the **Obligor** cancels, a notice of cancellation will be sent to the **Agreement Holder**, which will include the effective date of the cancellation and the reason for the cancellation. The **Obligor** will mail a notice of cancellation to the **Agreement Holder** at least fifteen (15) days prior to cancellation.

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

INSURANCE STATEMENT is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in **INSURANCE STATEMENT** section of this **Agreement**.

This Agreement is amended to include: This Agreement does NOT provide coverage for any of the following parts or services: Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this Agreement (pre-existing conditions) and Incidental or consequential damages, except as expressly provided otherwise in this Agreement, including personal injury, physical damage, loss of use, loss of time, storage charges, inconvenience, and commercial loss.

This Agreement is amended to include: At the sole discretion of the Administrator, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.

NORTH CAROLINA

CANCELLATION, C., is amended as follows: a seventy-five-dollar ($75) cancellation fee or ten percent (10%) of the pro rata refund amount, whichever is less, is applicable.

CANCELLATION, F., is amended as follows: **We** may only cancel this **Agreement** for non-payment of the Agreement Purchase Price or for a direct violation of the **Agreement** by **You**.

OHIO

CANCELLATION, C., is amended as follows: In the event **You** cancel the **Agreement** and no refund is received, **You** may contact the insurance company indicated in the **INSURANCE STATEMENT** section of this **Agreement** for **Your** refund. This **Agreement** is not an insurance policy and is not subject to the insurance laws of this state.

INSURANCE STATEMENT is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to provide a refund or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT**

SAMPLE

section of this **Agreement**.

OKLAHOMA

This **Agreement** is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

The coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty Statutes do not apply to commercial use references in Service Warranty Contracts.

CANCELLATION, C., is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the Agreement Purchase Date, and no claim has been authorized or paid, **We** or the **Seller** will refund **You** one hundred percent (100%) of the provider fee. After the first thirty (30) days from the Agreement Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Seller** shall provide a refund of one hundred percent (100%) of the unearned pro-rata provider fee based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less the cost of service provided under this **Agreement** and less a cancellation fee of 10% of the unearned pro rata premium or seventy-five dollars ($75), whichever is less. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **Agreement Holder**.

No cancellation fee will be charged if the lienholder cancels this **Agreement**.

CANCELLATION, F., is amended as follows: **We** may cancel this **Agreement** during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of Agreement Purchase Price. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the Agreement Purchase Price, less the cost of service provided under this **Agreement**. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen, or declared a total loss, **You** authorize the lienholder to cancel this **Agreement**.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON

If You have any questions regarding this **Agreement**, or a complaint against the **Obligor**, **You** may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.

Arbitration is not applicable for Oregon residents; any arbitration must be by mutual agreement and conducted under local rules as required under ORS Chapter 36. The party's right to a jury trial cannot be denied. If Arbitration does occur, it is not required to go through any specific entity or use the entity's rules.

RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with 36,000 miles or less at the time of sale; Provides coverage for ninety (90) days or 4,000 miles, whichever occurs first. Used vehicles with more than 36,000 miles but less than 100,000 miles at time of sale; Provides coverage for thirty (30) days or 1,000 miles, whichever occurs first. The **Vehicle You** have purchased may by covered by this law. If so, the following is added to this **Agreement**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Agreement**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Agreement**. The required dealer warranty is provided free of charge. Furthermore, the Definitions, Coverages and Exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required dealer warranty.

SOUTH CAROLINA

If **You** have any questions regarding this Agreement, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

CANCELLATION, **C.,** is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

CANCELLATION, **F.,** is amended as follows: If **We** cancel this **Agreement** for any reason, **We** will mail written notice to **You** at least fifteen (15) days prior to cancellation by **Us**. The notice of cancellation will state the effective date and reason for the cancellation. The Lienholder, if any, will be named on a cancellation refund check as their interest may appear.

TEXAS

CANCELLATION, C., is deleted in its entirety and replaced with the following: If the **Agreement Holder** cancels this **Agreement** before the thirty-first (31st) day of the Agreement Purchase Date, the **Agreement Holder** will receive a full refund of the total Agreement Purchase Price. If a claim has been incurred before the thirty-first (31st) day, the **Agreement Holder** shall receive a full refund of the Agreement Purchase Price less claims paid. If the **Agreement Holder** cancels this **Agreement** after the thirty-first (31st) day, the **Agreement Holder** will receive a pro-rata refund of the total Agreement Purchase Price, based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less claims paid and the applicable cancellation fee in the amount of seventy-five dollars ($75). The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **Agreement Holder**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the **Agreement** to **Us**.

CANCELLATION, **F.,** is amended as follows: If **We** cancel this **Agreement** for any reason other than non-payment of the Agreement Purchase Price or material misrepresentation by **You** to **Us**, We shall mail a written notice of cancellation to **You** at the last known address before the fifth (5th) day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation. If a covered claim is not paid or a refund not provided within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may contact or file a claim directly with the insurance company listed in the **INSURANCE STATEMENT** section of this **Agreement**.

If **You** have any questions regarding the regulation of this **Agreement** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado St., Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (512) 463-6599.

UTAH

Payment of this **Agreement** may be paid with cash, check or credit card by the **Agreement Holder** or financed with the vehicle loan or lease.

SAMPLE

Coverage afforded under this **Agreement** is not guaranteed by the Utah Property and Casualty Guaranty Association.
Failure to give timely notice of loss does not invalidate a claim if it was not reasonably possible to provide notice within the prescribed time.
This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.
This **Agreement** does not provide deductible coverage for any third party claims.
CANCELLATION, F., is amended as follows: This **Agreement** may only be canceled by **Us** on grounds of: (1) material misrepresentation; (2) substantial change in risk; or (3) substantial breaches of contractual duties, conditions, or warranties. In general, if **We** cancel this **Agreement**, **We** will mail to **You** written notice of cancellation at least thirty (30) days before the cancellation date. However, if **We** cancel this **Agreement** within the first sixty (60) days after the Agreement Purchase Date or if **We** cancel this **Agreement** because **You** have defaulted in **Your** obligation to repay the amount financed by the lienholder, **We** will mail to **You** written notice of cancellation at least ten (10) days before the cancellation date.
If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.
INSURANCE STATEMENT is amended as follows: **Our** obligations under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. Should **We** fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly with the insurance company.
DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER is amended as follows: ANY MATTER IN DISPUTE BETWEEN CONSUMER AND **OBLIGOR** MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM **OBLIGOR**. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH CONSUMER AND **OBLIGOR**. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES, IF ALLOWED BY STATE LAW, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. THE ARBITRATOR SHALL BE PROHIBITED FROM AWARDING PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL, AND EXEMPLARY DAMAGES. THE ARBITRATOR MAY AWARD A PARTY ONLY ITS ACTUAL DAMAGES AND THE ARBITRATOR MAY AWARD EQUITABLE RELIEF INCLUDING INJUNCTIVE RELIEF. AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT, 9 U.S.C. §1 ET SEQ. AN AWARD IN ARBITRATION WILL BE ENFORCEABLE UNDER THE FEDERAL ARBITRATION ACT BY ANY COURT HAVING JURISDICTION.

VERMONT

CANCELLATION, F., is amended as follows: **We** may only cancel this **Agreement** for fraud or material misrepresentation affecting the **Agreement** or the presentation of a claim thereunder, non-payment of the Agreement Purchase Price, or violation of any of the terms or conditions of the **Agreement**. If **We** cancel this **Agreement** for non-payment, **We** will provide a written notice within fifteen (15) days of the cancellation date. If **We** cancel this **Agreement** for any other reason, **We** will provide a written notice with the reason for cancellation by certified mail within forty-five (45) days of the cancellation date.

VIRGINIA

If any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

WASHINGTON

EXCLUSIONS – WHAT IS NOT COVERED is amended as follows:
10) FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN "YOUR RESPONSIBLITIES", AND/OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE, UNLESS THE FAILURE TO MAINTAIN THE VEHICLE INVOLVED THE FAILED PART OR PARTS.
CANCELLATION, C., is deleted in its entirety and replaced with the following: **HOW YOU MAY CANCEL THIS AGREEMENT**: How **You** May Cancel This **Agreement**: **You** may cancel this **Agreement** by surrendering **Your** copy of this **Agreement** with written notice to the **Seller** or directly to **Us**. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request for cancellation. If **You** cancel this **Agreement** within the first thirty (30) days and no claims have been filed, **We** will refund the entire Agreement Purchase Price. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this **Agreement** to the **Administrator** or to **Us**. If this **Agreement** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund the unearned Agreement Purchase Price to **You** calculated on a pro-rata basis based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less a cancellation fee of twenty-five dollars ($25). The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **Agreement Holder**. In the event of cancellation, the lienholder identified on the **Schedule Page**, if any, will be named on a cancellation refund check as its interest may appear. If the **Vehicle** and this **Agreement** have been financed, the lienholder shown on the **Schedule Page** may cancel this **Agreement** for non-payment or if the **Vehicle** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **Agreement** to the lienholder or otherwise entitle the lienholder to performance under this **Agreement**.
CANCELLATION, F., is deleted in its entirety and replaced with the following: **OUR RIGHT TO CANCEL THIS AGREEMENT**: **We** may cancel this **Agreement** based on one or more of the following reasons: (1) non-payment of the Agreement Purchase Price; (2) a material misrepresentation made by **You**; or (3) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us** within thirty (30) days of the Agreement Purchase Date, and no claim has been authorized or paid, a full refund of the total Agreement Purchase Price will be issued. If this **Agreement** is cancelled by **Us** after the first thirty (30) days, or a claim has been authorized or paid, a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term** will be issued. In the event of cancellation, the lienholder identified on the **Schedule Page**, if any, will be named on a cancellation refund check as its interest may appear. **We** will not charge a cancellation fee if this **Agreement** is cancelled by **Us**. **We** have only sixty (60) days from the date of the sale of the **Agreement** to the **Agreement Holder** to determine whether the **Vehicle** qualifies for the **Agreement**. Except as set forth above, after sixty (60) days the **Vehicle** qualifies for the issued **Agreement** and the **Obligor** may not cancel the **Agreement** and is fully obligated under the terms of the **Agreement** sold to the **Agreement**

SAMPLE

Holder. If **We** cancel this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.
Our performance under this **Agreement** is insured by an insurance policy issued to **Us** by the insurance company listed in the **OBLIGATIONS** section of this **Agreement** (Policy No. T3-46-0244). If **You** cancel this **Agreement**, **You** may apply for a refund with the insurance company. **You** may file a claim directly with the insurance company without restrictions. The state of Washington is the jurisdiction for any civil action in connection with this **Agreement**.
If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.
The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended as follows: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in close proximity to the **Agreement Holder's** permanent residence.

WASHINGTON D.C.

CANCELLATION, C., is amended as follows: If the **Agreement Holder** cancels within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Agreement** and upon receipt of the **Administrator**. The cancellation fee may not exceed ten percent (10%) of the Agreement Purchase Price or seventy-five dollars ($75), whichever is less.
CANCELLATION, F., is amended as follows: In the event of cancellation by the **Obligor**, the notice of cancellation will include the effective date of, and reason for, the cancellation.
This Agreement is amended to include: At the sole discretion of the Administrator, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.

WEST VIRGINIA

If a covered Claim is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a claim directly with the insurance company listed in the **OBLIGATIONS** section of this **Agreement**.
DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.

WISCONSIN

THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.
CANCELLATION, C., is amended as follows: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date, or thirty (30) days from mailing if the **Agreement** is provided to **You** by mail and receive a full refund of the total Agreement Purchase Price, less any claims paid or made. The **Agreement Holder** may cancel this **Agreement** for any reason after the first thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less claims paid and less the applicable cancellation fee in the amount of seventy-five dollars ($75). The cancellation fee may not exceed the lesser of seventy-five ($75) dollars or ten percent (10%) of the amount paid by the **Agreement Holder**. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **Agreement Holder**. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of the **Agreement** to the **Obligor, Administrator** or **Seller**.
CANCELLATION, F., is amended as follows: **We** may only cancel this **Agreement** for non-payment of the Agreement Purchase Price, material misrepresentation by **You** to the **Obligor** or **Administrator**, or substantial breach of duties by **You** relating to the **Vehicle** or its use. **We** will mail a written notice to **You** at the last-known address that **We** have on record at least five (5) days prior to cancellation by **Us**. The written notice will state the effective date of the cancellation and the reason for the cancellation. If **We** cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date, a full refund of the total Agreement Purchase Price will be issued. At any other time, **We** will refund 100% of the unearned pro-rata Agreement Purchase Price, based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less any claims paid. In the event of a total loss within thirty (30) days of the Agreement Purchase Date of property covered by the **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**, an **Agreement Holder** shall be entitled to cancel the **Agreement** and receive a full refund of the total Agreement Purchase Price, less any claims paid. In the event of a total loss after thirty (30) days of the Agreement Purchase Date of property covered by an **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**, an **Agreement Holder** shall be entitled to cancel the **Agreement** and receive a pro rata refund of any unearned provider fee, less any claims paid. If a covered claim is not paid within sixty (60) days after an **Agreement Holder** provides proof of loss, or if the **Obligor** becomes insolvent or otherwise financially impaired, the **Agreement Holder** may file a claim directly with the insurance company, listed in the **INSURANCE STATEMENT** section of this **Agreement**, for reimbursement, payment, or provision of the service. **You** may file a claim directly with the insurance company. In the state of Wisconsin, preauthorization of repair work is required by **Us**. However, if extenuating circumstances prevent **You** from obtaining preauthorization, **We** will not deny a claim based solely on the lack of preauthorization. **We** have the right to subrogation collections, but only after **You** have been made whole and are fully compensated for damages.

WYOMING

CANCELLATION, C., is amended as follows: **If a full refund is due to You under this Agreement, a ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of this Agreement to Us.**
CANCELLATION, F., is amended as follows: The **Obligor** of the **Agreement** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement Holder** in the records of the provider at least ten (10) days prior to cancellation by the **Obligor**. Prior notice is not required if the reason for cancellation is non-payment of the **Agreement** Purchase Price, a material misrepresentation by the **Agreement Holder** to the **Obligor** or a substantial breach of duties by the **Agreement Holder** relating to the **Vehicle** or its use. The notice shall state the

SAMPLE

effective date of the cancellation and the reason for cancellation.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER provision is amended as follows: Arbitration cannot be binding without the right of appeal unless there is an agreement outside of the Agreement. Any arbitration proceedings shall be conducted within the state of Wyoming.

SAMPLE