



LIBERTY SHIELD[®]™

Form 125 B1024 1909

APPLICATION / SERVICE CONTRACT

OWNER'S NAME			DATE OF VEHICLE PURCHASE		CONTRACT NO:
OWNER'S ADDRESS			VIN #		
CITY	STATE	ZIP	YEAR	MAKE	
OWNER'S PHONE			MODEL		CURRENT ODOMETER
OWNER'S EMAIL			VEHICLE PURCHASE PRICE		SERVICE CONTRACT PURCHASE PRICE
DEALER'S NAME		DEALER'S PHONE	LIENHOLDER (IF APPLICABLE)		LIENHOLDER'S PHONE
DEALER'S ADDRESS			LIENHOLDER'S ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP

SERVICE CONTRACT PLANS	TERMS	EXPIRATION
<input type="checkbox"/> LEVEL 1 <input type="checkbox"/> LEVEL 2 <input type="checkbox"/> LEVEL 3	MONTHS _____ MILES _____	DATE _____ MILEAGE _____
Contract expires upon the expiration date or mileage, whichever occurs first		

DEDUCTIBLE OPTION	EXTRA ELIGIBILITY	OPTIONS
<input type="checkbox"/> \$100 STANDARD <input type="checkbox"/> \$100 DISAPPEARING <input type="checkbox"/> \$250 DEDUCTIBLE	<input type="checkbox"/> DIESEL <input type="checkbox"/> OVERSIZE TIRES UP TO 10% DIAMETER <input type="checkbox"/> LIFT KIT UP TO 6"	<input type="checkbox"/> ECO-SHIELD <input type="checkbox"/> TECH-SHIELD

ACCEPTANCE TO TERMS

I have read, understand, and agree to the Terms and Conditions as stated on this entire Service Contract Application. **This Service Contract Application does NOT go into effect until it has been processed per section 4c of this contract.** I understand, upon approval, this Service Contract Application becomes My Service Contract. I certify the information above is correct. **I am responsible for non-covered charges and a \$100.00 deductible per claim visit (unless I have chosen a different DEDUCTIBLE OPTION).** I acknowledge receipt of My copy of this Service Contract Application.

OWNER'S ACCEPTANCE TO TERM _____

VSC PURCHASE DATE _____

Definitions: ♦ **Administrator, We, Us, Our** – the company administering this Service Contract as further defined in Section 8. ♦ **Contract Application** - this offer to provide vehicle Service Contract coverage according to the Terms and Conditions of this application. ♦ **Effective Date** - the VSC Purchase Date as listed on Your Contract Application. ♦ **Insurer** - Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001, 800-282-8913. ♦ **Labor Rate** - Your repair facility's posted retail labor rate, not to exceed \$125.00 per hour. ♦ **Schedule of Coverage** – Your specific Service Contract plan's level of coverage. ♦ **Service Contract** - a Contract Application received by Us, with proper payment, and approved by Us; also referred to as a motor vehicle service agreement. ♦ **Obligor** - the entity obligated to perform under this Service Contract as further defined in Section 8. ♦ **You, Your, Owner** - the applicant, Service Contract holder and any valid transferee.

1. OPTIONAL & EXTRA ELIGIBILITY COVERAGES: Additional charges apply. The following are included only if previously selected on the Service Contract Application:

- a. **DEDUCTIBLE OPTION:** If You have selected the \$100 STANDARD DEDUCTIBLE OPTION, Your deductible is \$100 per claim visit. If You have selected the \$100 DISAPPEARING DEDUCTIBLE OPTION, Your deductible is \$0 per claim visit as long as You return to the vehicle's selling dealer for repair. If You have selected the \$100 DISAPPEARING DEDUCTIBLE OPTION, and do not return to the vehicle's selling dealer for repair, Your deductible is \$100 per claim visit. If You have selected the \$250 DEDUCTIBLE OPTION, Your deductible is \$250 per claim visit.
- b. **EXTRA ELIGIBILITY:** If You have purchased one of the EXTRA ELIGIBILITY options (Diesel, Oversize Tires up to 10% in diameter, and/or Lift Kit up to 6"), then the Administrator will provide coverage for an otherwise ineligible vehicle.
- c. **TECH-SHIELD:** If You have selected Tech-Shield, Your coverage includes: Factory Installed Head Unit including display, LCD screen, DVD/Blu-ray Player, GPS/Navigation (excluding software), Factory Installed Radio/CD Player, Factory Installed Rearview Back-up Camera, and Factory Installed Bluetooth Connectivity and/or other Phone Communication Systems; Factory Installed Alarm System; Factory Installed Keyless Entry Transmitter and Receiver; Early Collision Detection System; Self-Park Assist System; Tire Pressure Monitoring System; Adaptive Cruise Control; Instrument Cluster; Speedometer; Odometer; Fuel Gauge; Tachometer; Volt and Amp Gauge; Temperature Gauge.
- d. **ECO-SHIELD:** If You have selected Eco-Shield, Your coverage includes: Spark Plug Wires; Coil to Spark Plug Boots and Connectors; Vapor and Emission Canisters; Positive Crankcase Ventilation Valve; Distributor Cap and Rotor; PCV Valve; Gas Cap; Smog Pumps, Catalytic Converter, Muffler, Exhaust Pipes; and High-Voltage Vehicle Drive Batteries.

2. SCHEDULE OF COVERAGE:

- a. **LEVEL 1:** Coverage under this Service Contract when selecting the LEVEL 1 coverage includes only the components listed in this section:
 - i. **ENGINE:** Cylinder block and all internal parts; cylinder head assemblies; timing case/cover, timing chain, timing belt, tensioners, gears, sprockets, and guides; serpentine belt tensioner; vibration damper; oil pump; intake manifold; flywheel with starter ring gear; core plugs; valve covers; oil pan; factory-installed turbocharger/supercharger including internal parts and wastegate actuator; oxygen sensor; mass airflow sensor; EGR valve; crank sensor; cam sensor; seals and gaskets for listed components only.
 - ii. **ENGINE COOLING SYSTEM:** Water pump and housing; fan clutch; thermostat; radiator; heater core and recovery tank.
 - iii. **AUTOMATIC TRANSMISSION:** Transmission case and all internal parts; bell housing; transmission pan; torque converter; drive/flex plate; transmission range switch; speed sensors; pressure sensors; PRNDL position switch; transmission control module; valve body; mechatronics unit; conductor plate; servo assemblies; transmission cooler; seals and gaskets for listed components only; and reprogramming/re-flash up to \$125.00 per authorized claim. Transmission case bell housing only if damaged by a covered component internal to the transmission/transfer case housing.
 - iv. **MANUAL TRANSMISSION:** Main shaft; counter shaft; all gears; chain; input shaft; hub assemblies; synchronizers; shift rails; shift fork; and internal transmission bearings. Lubricated parts contained within the transmission case housing. Transmission case only if damaged by a covered component internal to the transmission/transfer case housing. NOTE: Manual transmission clutch parts are not covered at any time.
 - v. **FRONT WHEEL DRIVE:** Transaxle case and all internal parts; axle shaft assemblies; constant velocity joints and boots; differential cover; transaxle speed sensors; transaxle solenoid assembly; transaxle electronic controller; wheel bearings/hub assemblies; seals and gaskets for listed components only. Transaxle case only if damaged by a covered component internal to the transaxle case housing.
 - vi. **ALL WHEEL DRIVE:** Power transfer unit and all internal parts; viscous coupler; axle housing and all internal parts; constant velocity joints and boots; drive shaft and axle shaft assemblies; differential carrier assembly and all internal parts; output ball bearing; output flange; end cover; overrunning clutch; vacuum motor; torque tube; pinion spacer and shim; wheel bearings/hub assemblies; seals and gaskets

- for listed components only. Power transfer unit case only if damaged by a covered component internal to the power transfer unit housing.
- vii. **REAR WHEEL DRIVE:** Rear axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies; drive shaft center bearings; universal joints and yokes; wheel bearings/hub assemblies; seals and gaskets for listed components only. Rear axle housing only if damaged by a covered component internal to the rear axle housing.
- viii. **FOUR-WHEEL DRIVE (4x4):** Transfer case and all internal parts; transfer case control module and shift mode motor assembly; axle housing and all internal parts; axle shafts; axle shaft bearings; drive shafts assemblies (front and rear); drive shaft center bearings; universal joints; 4 X 4 hubs; yokes; wheel bearings/hub assemblies; disconnect housing assembly; seals and gaskets for the listed components only. Transfer case housing only if damaged by a covered component internal to the transfer case housing.
- ix. **FLUIDS:** Fluids are covered only when required in conjunction with a covered component.
- x. **SEALS & GASKETS:** If Your vehicle has less than 125,000 miles at the time of the claim, seals and gaskets are covered for leakage failures as they relate to any listed covered component. Leakage is defined as an actively dripping seal/gasket. Seepage is not covered and cannot be claimed under this Service Contract. Seepage is defined as a wet seal/gasket. If your vehicle has over 125,000 miles at the time of claim, seals and gaskets are covered only when required in conjunction with a covered component. Additionally, cylinder head gaskets are covered only for combustion and coolant leaks. Intake manifold gaskets are covered only for coolant leaks.
- xi. **LABOR & DIAGNOSTICS:** The authorized time for a covered repair will be based on the Mitchell's ProDemand labor guide. The hourly labor rate assistance will be the repair facility's rate up to **\$125.00 per hour**. Should Your repair facility's rate exceed this amount, **You are responsible for the difference. If applicable, You must authorize needed diagnosis/disassembly to determine cause of failure and extent of damage. If it is determined the cause of failure is not covered by Your Service Contract, You will be responsible for any and all diagnosis/disassembly charges.**
- xii. **RENTAL BENEFITS:** You will be reimbursed \$35.00 for each six hours of Mitchell's ProDemand labor guide time to repair or replace the covered component with a maximum benefit of \$250.00 per claim visit, if proof of rental is provided with an authorized claim. **Any time not related to the actual repair and replacement of the covered component is not included in this benefit.**
- xiii. **24-HOUR ROADSIDE ASSISTANCE:** Roadside assistance provides: towing; battery service; jump start; flat-tire; fuel, oil and water delivery; and lockout assistance. Coverage is provided up to \$100.00 per occurrence to the covered vehicle only. To utilize this service, You MUST call roadside assistance at 800-418-9836.
- xiv. **TRIP INTERRUPTION:** In the event of a mechanical breakdown of a covered component, the Administrator will REIMBURSE You a maximum of \$150 per day, not to exceed a total of \$450.00 for three days, for expense incurred by You for meals and/or lodging, provided: You cannot operate Your vehicle due to a mechanical breakdown covered by this Vehicle Service Contract; You are more than 100 miles away from Your home; and expenses are incurred between the time of breakdown and the time repairs are completed. (The date of breakdown shall be considered the first day.) We will reimburse one day's trip interruption expense for each six hours of Mitchell's ProDemand labor guide time to repair or replace the covered component. A detailed receipt must be submitted to the Administrator before reimbursement will be made.
- b. **LEVEL 2:** Includes all coverages listed in LEVEL 1 plus the following components listed in this section:
 - i. **SUSPENSION:** Upper and lower control arms and bushings; ball joints; leaf, air and coil springs only if broken.
 - ii. **STEERING COMPONENTS:** Power steering pump/motor; gearbox; rack and pinion; and high-pressure lines. Steering box, rack and pump housing only if damaged by a lubricated part internal to that component.
 - iii. **BRAKE COMPONENTS:** Power brake booster; master cylinder; wheel cylinders; calipers; ABS hydraulic components; proportioning valve; ABS wheel speed sensors; and ABS control module.

- iv. **ELECTRICAL COMPONENTS:** Starter motor and solenoid; alternator, voltage regulator, and mounting bracket; front and rear window wiper motor; electric cooling fan motor; distributor; ignition coils; power window motors/regulators/switches; power seat motors; power seat track assembly; power door lock actuators/switches; power trunk or tailgate actuator and motor; power sunroof motor; convertible top lift motor/pump; power mirror motors; all manually operated switches; ignition control module; and cruise control assembly.
- v. **AIR CONDITIONING & REFRIGERANT:** Compressor; clutch; pulley; mounting bracket; condenser; accumulator/receiver drier; and evaporator. Refrigerant is only covered with a covered repair.
- vi. **FUEL:** Fuel pump; fuel injectors; fuel injection control module; lift pump; transfer pump; MAP/air charge temperature sensor; intake manifold pressure sensor; and throttle position sensor.
- c. **LEVEL 3:** Includes coverages listed in LEVEL 1 & 2 and all of Your vehicle's original factory-equipped mechanical and electrical parts, except those excluded by the TERMS AND CONDITIONS and the following EXCLUSIONS:
- EXCLUSIONS (Not Covered):**
- UNDER THE HOOD:** Seals and Gaskets if Your vehicle is over 125,000 miles at time of claim, other than those covered when required in conjunction with the replacement of a covered component; Manual Transmission Clutch Assembly; Friction Clutch Disc and Pressure Plate; Throw Out Bearing; Slave Cylinder; Manual and Hydraulic Linkages; Exhaust Manifold and Batteries.
 - UNDER THE VEHICLE:** Brake Rotors and Drums; Catalytic Converter; Exhaust Pipe; Mufflers; Tail Pipes; Resonators; Frame and Structural Body Parts; Tires, Valve Stems and Wheels/Rims.
 - VEHICLE EXTERIOR:** Glass; Windows; Mirrors; Windshields (including any embedded electrical elements); T-Top; Targa Top; Convertible Top; Lighting System Components (including Lenses, Sealed Beams, LED, Xenon, Laser Lighting Systems, and related control systems); Exterior Air/Water Leaks and Noise; Weather Strips; Body Panels; Trims; Moldings; Paint; Bumpers; Body Sheet Metal and Panels.
 - VEHICLE INTERIOR:** Safety Restraint Systems (including Air Bags, Sensors, Actuators, Seatbelts and Tensioners); Mirrors; Upholstery; Headliner; and Carpet.
 - OTHER/MAINTENANCE:** Head Unit including display, LCD screen, DVD/Blu-ray Player, GPS/Navigation, Radio/CD Player, Rearview Back-up Camera, and Bluetooth Connectivity and/or other Phone Communication Systems; Alarm System; Early Collision Detection System; Self-Park Assist System; Tire Pressure Monitoring System; Adaptive Cruise Control; Instrument Cluster; Speedometer; Odometer; Fuel Gauge; Tachometer; Volt and Amp Gauge; Temperature Gauge; Keyless Entry Transmitter and Receiver; Remote Controls; Headphones; Light Bulbs; Fuses; any type of Internal Software Updates or other failures; Maintenance services and parts described in Your Vehicle's Owner Manual as supplied by the manufacturer and other normal maintenance service and parts which include, but are not limited to: Alignments; Wheel Balancing; Tune-Ups; Spark Plugs; Spark Plug Wires; Coil to Spark Plug Boots and Connectors; Glow Plugs; Vapor and Emission Canisters; Positive Crankcase Ventilation Valve; Distributor Cap and Rotor; PCV Valve; Gas Cap; Smog Pumps; High-Voltage Vehicle Drive Batteries; Hoses (except steering and air conditioning); Brake Pads; Brake Lining/Shoes; Retainers and Wiper Blades. Filters, Lubricants, Coolants, Fluids and Refrigerants will be covered only if replacement is required in conjunction with an authorized repair.
3. **COMPONENTS AND EXPENSES NOT COVERED (Applies to all SCHEDULE OF COVERAGE levels):**
- Unless You have chosen LEVEL 3 coverage, components not listed on Your SCHEDULE OF COVERAGE, regardless of failure.
 - Component failures occurring before We receive and approve this Service Contract Application are not covered.
 - Any repair done without prior authorization from Us.
 - We do not provide any coverage for vehicles modified or altered AT ANY TIME beyond original manufacturer's specifications with or without Your knowledge, including but not limited to the following modifications: WHEELS/TIRES (not to manufacturer's specifications unless Your vehicle has been classed under EXTRA ELIGIBILITY Oversize Tires Coverage); lift kits (unless Your vehicle has been classed under EXTRA ELIGIBILITY Lift Kit Coverage); lowering kits; emission/exhaust; and engine.
 - Diagnostic and tear-down charges for non-covered repairs.
 - Damage from failure to protect Your vehicle after warning indicators illuminate.
 - Repairs performed due to improper diagnosis.
 - Fluids, refrigerant and filters, except if previously stated in Your SCHEDULE OF COVERAGE.
- COVERAGE.**
- Damage resulting from any previous improper repair.
 - Parts and labor needed to maintain Your vehicle in accordance with the requirements of Your manufacturer's Owner's manual.
 - Parts of the vehicle subject to regular maintenance in accordance with the requirements of Your manufacturer's Owner's manual.
 - Damage from flood, fire, impact, and/or accident, regardless of the cause.
 - Damage from conditions of the environment, including rust and corrosion.
 - Damage from altering, misusing or tampering with the vehicle, making improper adjustments or using improper fuels or fluids.
 - Damage resulting from failure to maintain Your vehicle according to Your manufacturer's maintenance requirements.
 - Damage/failure caused by carbon, sludge, or water ingestion.
 - Fluid leaks and damage caused by fluid leaks.
 - NON-covered repair facility charges.
 - Unless You have selected Tech-Shield, We do not provide any coverage if, at any time, the vehicle has/had an inoperative cluster, odometer, and/or odometer display, regardless if repaired.
4. **PROVISIONS OF THE SERVICE CONTRACT:**
- The Service Contract is between You and the Obligor.
 - I understand, upon approval, this Service Contract Application becomes My Service Contract.
 - This Service Contract Application does NOT go into effect until: (1) this completed application is received by Us and (2) approved by Us, which MAYBE DIFFERENT than Your date of vehicle purchase. This Service Contract will last for the time period or mileage indicated, whichever occurs first, so long as You own the vehicle or You have properly transferred the vehicle.
 - Total cumulative benefits under this Service Contract will not exceed the retail sale price of the vehicle or NADA Clean Retail, whichever is lower. The limit of liability at time of claim is Actual Cash Value.
 - We reserve the right to reject any Service Contract Application. We do not provide coverage for any vehicle not originally manufactured to U.S. specifications, commonly known as grey market vehicles, salvaged vehicles or factory buybacks.
 - Unless You have selected Tech-Shield, Your odometer MUST display and function at all times, regardless of Your mileage limitations. If there has been an inaccuracy, tampering, or alteration to the odometer mileage so the true and actual mileage is not shown or cannot be determined, then Your Service Contract is void. An inoperative cluster, odometer, and/or odometer display also voids the Service Contract. Upon discovery by Us, We will cancel Your Service Contract and issue a prorated refund, less claims paid or approved for payment.
 - If, at any time, it is determined Your vehicle is altered or modified from original manufacturer's specifications, We could consider this a material misrepresentation, unless Your vehicle has been classed under EXTRA ELIGIBILITY for the specific alteration and/or modification. Upon discovery by Us, We will cancel Your Service Contract and issue a prorated refund less claims paid or approved for payment.
 - You are responsible for properly maintaining the vehicle in accordance with manufacturer's specifications and to protect against further damage caused by continued operation or damage from overheating.
 - Coverage is limited to the repair or replacement of any covered component found to be defective beyond manufacturer's specifications, including failures resulting from normal wear and tear.
 - A claim must be opened during normal business hours and while Your Service Contract is active.
 - We will arrange for payment of the amount of the authorized repair, less related charges not covered by the Service Contract, less Your deductible.
 - You must provide Your Vehicle Identification Number (VIN) when contacting Us.
 - We will not be responsible for any time lost, any inconvenience caused by the loss of use of Your vehicle, the quality of the repair by the repair facility or for any other incidental or consequential damages You may have.
 - We do not allow any third party to create any obligation or liability in connection with the Service Contract.
 - The selling dealer is not Our agent.
 - You may have additional state-specific rights. See attached Additional State Disclosures.
 - This Service Contract shall be interpreted and subject to the laws of the state where the sale of the vehicle took place regardless of where a claim or mechanical failure occurs or where You reside.
 - Venue for all disputes shall be in the state in which the Service Contract was sold.
 - Performance of the Obligor under this Service Contract are insured by Dealers

Assurance Company, 15920 Addison Road, Addison TX 75001, 800-282-8913. You are entitled to make a direct claim against the Insurer upon the failure of the Administrator/Obligor to pay any covered claim within 60 days after a complete proof of loss has been filed with Us.

- t. During Your ownership, You must retain all vehicle maintenance/repair records for review by Us upon request.
 - u. Coverage is superseded by any manufacturer's warranty, recall or warranty on a previous repair.
 - v. Purchase of this Service Contract is not required in order to purchase or obtain financing for a motor vehicle.
- 5. SERVICE CONTRACT CLAIM PROCEDURES: FAILURE, BY YOU OR YOUR REPAIR FACILITY, TO FOLLOW THESE CLAIM PROCEDURES MAY DELAY AND/OR RESULT IN CLAIM DENIAL TO AVOID DELAY, FOLLOW THE CLAIM PROCEDURES LISTED BELOW:**
- a. Your vehicle must be at a repair facility, of Your choosing, within the United States, CAPABLE TO: (1) perform tear-down to the point of component failure, (2) determine the cause and extent of damage, and (3) rebuild the component. The vehicle MUST REMAIN at the same repair facility until repairs are complete. If Your repair facility is unwilling or unable to work with Us, then We reserve the right to require You to choose another repair facility.
 - b. Your repair facility must call Us at 833-771-0301 to open a claim BEFORE any repairs have begun.
 - c. Your repair facility must perform a proper diagnosis to determine the cause of failure and extent of damage, which may include tear-down to the point of component failure upon Our request. YOU ARE RESPONSIBLE FOR THESE CHARGES for non-covered repairs. Your repair facility MUST provide Us with an estimate for the covered repair to obtain an authorization number BEFORE any repairs have begun. ANY REPAIRS PERFORMED PRIOR TO AUTHORIZATION WILL BE DENIED.
 - d. We have the right to inspect the vehicle. If Your repair facility is unable/unwilling to show the cause of failure and the extent of damage, You will be responsible for all re-inspection costs.
 - e. We have the option to select new, rebuilt, aftermarket, or used components when authorizing repairs.
 - f. If it is determined a covered component has failed and an estimate for the repairs is approved by Us, an Authorization number will be issued for the repair. The Authorization number is valid for 180 days from the date issued. After 180 days the Authorization number and claim are void. No invoice will be processed without a valid Authorization number, Your signature, repair facility's warranty on repairs (if applicable) and repair facility's identifying information.
- 6. SERVICE CONTRACT TRANSFER PROVISIONS:**
- a. The Service Contract is transferable, by the original purchaser of the contract, to the subsequent Owner of the vehicle provided We receive a transfer fee of \$99.00 and one of the following within 30 business days of the vehicle sale: (1) a copy of the front and back of the original title with original Owner and new Owner signatures; (2) a copy of the new Owner's temporary or permanent registration; or (3) a copy of the bill of sale. We will not transfer the Service Contract to another vehicle or to a business. The transferred Service Contract will remain in effect pursuant to the Terms and Conditions of the original Service Contract.
 - b. Without payment of the transfer fee, the Service Contract cannot be re-assigned and will be void at the time the vehicle is transferred. Call Us at 888-335-6838 within 30 days of transfer to speak with a Customer Service Representative for more details.
 - c. The new Owner is responsible for all maintenance records from the original Effective Date of the Service Contract.
- 7. CANCELLATION PROVISIONS - ALL REQUESTED CANCELLATIONS/REFUNDS MUST BE IN WRITING AND WILL BE PROCESSED THROUGH YOUR LIENHOLDER, IF ANY, OR YOUR SELLING DEALER. IF FINANCED, YOU AGREE YOUR LIENHOLDER IS A JOINT PAYEE TO RECEIVE ANY APPLICABLE REFUND. ANY CANCELLED CONTRACT IS VOID AND WILL NOT BE REINSTATED.**
- a. **CANCELLATION BY SERVICE CONTRACT HOLDER:** You may cancel this Service Contract at any time by notifying Us. If You cancel Your Service Contract within the first 20 days from the Effective Date, then You will receive a full refund provided no claims have been made. After 20 days, or if a claim was made within the first 20 days from the Effective Date, You will receive a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less any claims paid or approved for payment, less an administration/cancellation fee not exceeding \$50.00.
 - b. **CANCELLATION BY US:** We will cancel Your Service Contract for fraud, material misrepresentation (including alterations/modifications), a substantial breach (including a malfunctioning odometer), or nonpayment, either by You or on Your behalf. Prior notice of cancellation is not required for these violations. If cancelled by Us for any

other reason, then We shall mail a written notice to Your last known address at least five days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If cancelled by Us within the first 20 days from the Effective Date, We shall provide a full refund provided no claims have been made. After 20 days, We shall provide a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less any claims paid or approved for payment.

- c. **CANCELLATION BY LIENHOLDER:** You hereby authorize Your lienholder to cancel Your Service Contract 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. If cancelled within the first 20 days from the Effective Date, You will receive a full refund provided no claims have been made. After 20 days, You will receive a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less any claims paid or approved for payment.
- 8. ADDITIONAL INFORMATION:**
- a. The Administrator of this Service Contract is Florida C.A.R.S. Protection Plus, Inc. ("FL CARS") in Florida, Florida License #32409; and C.A.R.S. Protection Plus, Inc. ("CARS") in all other locations, both located at 4431 William Penn Highway, Suite 1, Murrysville, PA 15668, 888-335-6838.
 - b. The Obligor of this Service Contract is Florida C.A.R.S. Protection Plus, Inc. ("FL CARS") in Florida, Oklahoma, and Washington, Florida License #32409; and C.A.R.S. Protection Plus, Inc. ("CARS") in all other jurisdictions. Both FL CARS and CARS are located at 4431 William Penn Highway, Suite 1, Murrysville, PA 15668, 888-335-6838.

ALABAMA

The following is added as Provision 5(g): In the event an emergency breakdown occurs outside of Our working hours, You may follow the Claim Procedures in the Service Contract without prior authorization. However, You must notify Us of the repairs as soon as We reopen. Reimbursement will be made in accordance with the provisions in the Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by Us.

Provision 7(a) is amended to include: An administrative fee, not to exceed \$25.00, will be charged by Us.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

ALASKA

Provision 7(a) is deleted and replaced with: **CANCELLATION BY SERVICE CONTRACT HOLDER: You may cancel this Service Contract at any time by notifying Us.** If You cancel Your Service Contract within the first 30 days from the Effective Date, then You will receive a full refund provided no claims have been made. After 30 days, or if a claim was made within the first 30 days from the Effective Date, You will receive a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less any claims paid or approved for payment, less an administration/cancellation fee of no more than 7.5% of the unearned provider fee paid by You.

Provision 7(b) is deleted and replaced with: **CANCELLATION BY US:** We will cancel Your Service Contract for (1) nonpayment; (2) conviction by You of a crime having as one of its necessary elements an act increasing a hazard covered by the Service Contract; (3) discovery of fraud or material misrepresentation by You or a representative of You in obtaining the Service Contract or by You in pursuing a claim under the Service Contract; (4) discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by the Service Contract; (5) physical changes in the property covered by the Service Contract that result in the property becoming ineligible for coverage under the Service Contract; and (6) a substantial breach of duties by You related to the covered vehicle. Prior notice of cancellation is not required for nonpayment, fraud, or a material misrepresentation by You or a representative of You in obtaining the Service Contract or by You in pursuing a claim under the Service Contract. If cancelled by Us for any other reason, then We shall mail a written notice to Your last known address at least five days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If cancelled within the first 30 days from the Effective Date, You will receive a full refund provided no claims have been made or approved for payment. After 30 days, You will receive a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less any claims paid or approved for payment.

Provision 7(c) is deleted and replaced with: **CANCELLATION BY LIENHOLDER:** You hereby authorize Your lienholder to cancel Your Service Contract 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. If cancelled within the first 30 days from the Effective Date, You will receive a full refund provided no claims have been made. After 30 days, You will receive a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less any claims paid or approved for payment.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

The following is added as Provision 7(e): The right to void the Service Contract under the Cancellation Provisions shall not be transferred and shall only apply to the original Service Contract purchaser upon the Terms and Conditions provided in the Service Contract.

ARIZONA

Provision 3(b) is deleted and replaced with: **Component failures known by You before We approve this Service Contract Application are NOT covered.**

Provision 3(d) is deleted and replaced with: **Vehicles modified or altered from the original manufacturer's specifications by You or with Your knowledge, including but not limited to the following modifications: frame, suspension or body lift kits (unless Your vehicle has been classed under EXTRA ELIGIBILITY Lift Kit Coverage), lowering kits, wheels/tires (not to manufacturer's specifications unless Your vehicle has been classed under EXTRA ELIGIBILITY Oversize Tires Coverage), emission system, exhaust system, engine, transmission and drive axle.**

Provision 3(i) is deleted in its entirety.

Provision 3(s) is deleted and replaced with: **Unless You have selected Tech-Shield, We do not provide any coverage if, during Your ownership, the vehicle has/had an inoperative cluster, odometer, and/or odometer display, regardless if repaired.**

Provision 4(f) is deleted and replaced with: **Unless You have selected Tech-Shield, Your odometer MUST display and function at all times while the vehicle is owned by You.**

After purchase, if there has been an inaccuracy, tampering, or alteration to the odometer mileage, so the true and actual mileage is not shown or cannot be determined, then We may deny any mechanical claims if it is determined there was an odometer issue. We may deny any mechanical claims if it is determined there is an inoperative cluster, odometer, and/or odometer display while owned by You.

Provision 4(g) is deleted and replaced with: **Vehicle alterations or modifications made subsequent to the purchase of this Service Contract which were made by You or with Your knowledge are not covered. Upon discovery by Us, We will deny coverage under Your Service Contract.**

Provision 7(a) is amended to state: Under this Provision, Your cancellation fee will not exceed 10% of the gross amount paid by You for the Service Contract.

Provision 7(b) is deleted and replaced with: We will not cancel or void Your Service Contract due to (1) pre-existing conditions not known by You at the time of vehicle sale; (2) prior use or the odometer has been tampered with prior to purchase; (3) acts or omissions by Us or the Selling Dealer; or (4) subcontractors' failure to provide correct information or perform the services or repairs in a timely, competent, and workmanlike manner. **HOWEVER, WE MAY DENY ANY MECHANICAL CLAIM ASSOCIATED WITH THESE CONDITIONS IF IT IS DETERMINED THAT PRE-EXISTING CONDITIONS OCCUR OR IF IT IS DETERMINED THERE WAS AN ODOMETER ISSUE AFTER PURCHASE.** We will cancel Your Service Contract for fraud, material misrepresentation (including alterations/modifications), a substantial breach, or nonpayment, either by You or on Your behalf. Prior notice of cancellation is not required for these violations. If cancelled by Us for any other reason, then We shall mail a written notice to Your last known address at least five days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If cancelled, We shall provide a prorated refund of the Service Contract retail price for the unexpired term of the Service Contract based on the number of elapsed days or miles, less any claims paid or approved for payment. There is no administrative fee for this Provision.

ARKANSAS

Provision 4(s) is amended to include: Any claims against Us may include a claim for a return of any unearned Service Contract fees.

Provision 7 is amended to include: No claims will be deducted from any refund due.

Provision 7(a) is deleted and replaced with: You may cancel this Service Contract within 30 days of its Effective Date, if no claim has been made, and receive a full refund of the Service Contract retail price, less a cancellation fee not exceeding \$50.00. After 30 days, or if a claim was made within the first 30 days from the Effective Date, You may cancel this Service Contract and We shall refund to You a pro rata refund of the Service Contract retail price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less a cancellation fee not exceeding \$50.00.

CALIFORNIA

Our California Vehicle Service Contract Provider license number is #0M10575.

Your **ACCEPTANCE TO TERMS** is amended to include: Your Service Contract Application will be processed within 10 calendar days from sale.

Provision 3(b) is deleted and replaced with: **Component failures occurring before the date We receive and approve this Service Contract Application are not covered.**

Provision 3(g) is deleted in its entirety.

Provision 4(b) is amended to include: **An issued I.D. card will become part of Your Service Contract and is incorporated by reference.**

Provision 4(c) is amended to include: Your Service Contract Application will be processed within 10 calendar days from sale.

Provision 4(d) is deleted and replaced with: **Total cumulative benefits under the Service Contract will not exceed the NADA Clean Loan value or the vehicle purchase price, whichever is less, immediately prior to failure/breakdown.**

Provision 4(f) is deleted and replaced with: **Unless You have selected Tech-Shield, Your odometer MUST display and function at all times, regardless of Your mileage limitations. Within 60 days of the Effective Date, if there has been an inaccuracy, tampering, or alteration to the odometer mileage so the true and actual mileage is not shown or cannot be determined, then Your Service Contract is void. An inoperative cluster, odometer, and/or odometer display also voids the Service Contract. Upon discovery by Us within 60 days of the Effective Date, we will cancel Your Service Contract and issue a prorated refund, less claims paid or approved for payment.**

Provision 4(i) is amended to include: **Coverage also includes the repair, replacement, or maintenance of a motor vehicle necessitated by an operational or structural failure due to a defect in materials or workmanship.**

Provision 4(s) is amended to include: **Performance to You under this Service Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Service Contract has been denied or has not been honored within 60 days after Your request. The name and address of the insurance company is: Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001. If You are not satisfied with the insurance company's response, You may contact the California**

Department of Insurance at 800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

Provision 4(t) is deleted in its entirety.

Provision 7(a) is deleted and replaced with: You may cancel this Service Contract within 60 days of the Effective Date, or with respect to a used vehicle without a manufacturer warranty, 30 days if the vehicle was other than new when the Service Contract was purchased, and if no claim has been made We shall refund to You the Service Contract retail price. If a claim was made during this time period, We shall refund to You a pro rata refund of the Service Contract retail price, for the unexpired term of the Service Contract based on elapsed time. After 60 days from the Effective Date of the Service Contract, or with respect to a used vehicle without a manufacturer warranty, 30 days if the vehicle was other than new when the Service Contract was purchased, You may cancel this Service Contract and We shall refund to You a pro rata refund of the Service Contract retail price, for the unexpired term of the Service Contract based on elapsed time, less a cancellation fee of 10% of the purchase price or \$25.00, whichever is less.

Provision 7(b) is deleted and replaced with: We may cancel this Service Contract within the first 60 days after the Effective Date upon providing You with a notice of cancellation at Your last known address as reflected in Our files, stating the reason for cancellation, postmarked before the 61st day after the date of purchase and We will pay a full refund of the Service Contract purchase price paid by You, unless We have paid a claim hereunder or advised You in writing that We will pay a claim, in which case We will pay a pro rata refund of the Service Contract purchase price, less claims paid or approved for payment, based upon elapsed time. We may cancel this Service Contract for nonpayment or for fraud or material misrepresentation by You at any time by providing You with a notice of cancellation at Your last known address as reflected in Our files, stating the specific grounds for the cancellation, and We will refund the full amount paid by You for this Service Contract, unless We have paid a claim hereunder, in which case We will pay a pro rata refund of the Service Contract purchase price, less claims paid or approved for payment, paid by You based upon the greater of the time or mileage expired from the Service Contract purchase date and odometer reading at that date. If We cancel this Service Contract for any reason, We will not charge an administrative or cancellation fee, any refund due will be paid within 30 days of the date of cancellation, the Service Contract will cease to be valid five days after the date the notice of cancellation is postmarked, and We will pay any claim reported to it prior to the effective date of cancellation that is covered by this Service Contract. For purposes of this paragraph, a claim will be deemed to have been reported to Us if You have completed the first step required to report a claim pursuant to Provision 5. In the event of nonpayment, Your lienholder, if any, will be authorized to cancel this Service Contract on Our behalf.

Provision 7(c) is deleted and replaced with: CANCELLATION BY LIENHOLDER: You hereby authorize Your lienholder, if any, to cancel Your Service Contract on Your behalf in the event (1) Your vehicle is repossessed, or (2) Your vehicle is declared a total loss. Refunds will be calculated and processed in accordance with Provision 7(a) above.

Dear California Consumer,

Pursuant to the California Consumer Privacy Act, you have the right to understand and control Our collection and use of Your data. By your initials below, you Acknowledge you have read the following:

1. We shall collect all information provided on Your vehicle service contract application, and We may also collect information You provide to dealers, repair shops, agents, or others (hereinafter "Data"). We may use Your Data to fulfill Our duties under Your service contract and/or to determine Your eligibility of certain plans or products. We may also use Your Data to improve Our services, communication, and replies to Your requests for information about Our products, services, offers, or promotions.
2. Your Data will not be sold to any other party, but We may disclose Your Data to our partners where doing so would improve assisting You better. For example, if Your service contract offers roadside assistance, We would share Your Data with Our roadside assistance business partner in order to fulfill Our obligations under Your service contract. When We disclose Data for a business purpose, We enter a contract that describes the purpose and requires the recipient to both keep Your Data confidential and not use it for any purpose except performing the contract. We do not share Your information with unaffiliated third parties unless We believe it is reasonably necessary to comply with the law or to protect Our rights.
3. Even though we do not sell Your Data, You will always have the right to restrict Us from selling or sharing your Data.
4. Per Your request, We will provide You access to your Data within 45 days of receipt.
5. Per Your request, We will delete or limit Your Data at any time so long as We can properly verify your identity and it does not affect Our duties to perform under Your service contract plan.
6. Under no circumstances will You be discriminated against for exercising Your privacy rights.

You may call Us at 888-335-6838 or email at customerservice@carspp.com with any privacy

Data questions or requests.

_____ INITIAL HERE

COLORADO

Provision 4(s) is amended to include: Policy Number: PA106.

CONNECTICUT

Provision 4(c) is amended to include: If this Service Contract expires while Your vehicle is being repaired due to an approved claim by Us, and Your coverage term is for less than one year, Your Service Contract will be extended while Your vehicle is being repaired.

Provision 4(s) is amended to include: Our obligations under this Service Contract are insured by Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001, 800-282-8913. You are entitled to make a direct claim against the Insurer upon the failure of the Administrator/Obligor to pay any covered claim within 60 days after a complete proof of loss has been filed with Us. If We fail to perform according to the Terms and Conditions of the Service Contract, call 800-282-8913, or submit a claim against the Insurer in writing to: Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001.

The following is added as Provision 4(w): Resolution of Disputes. You may pursue arbitration to settle disputes between You and Us. A more detailed description of the arbitration procedure is set forth in §§ 42-260-2 through 42-260-5 of the Connecticut Administrative Code. A written complaint regarding this Service Contract may be mailed to: State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division. The complaint must contain a description of the dispute, the purchase price or lease price of Your covered vehicle, the cost of any disputed repair, and a copy of this Service Contract.

Provision 7(a) is amended to include: You have the right to cancel this Service Contract if You return the vehicle to Your selling dealer or if the vehicle is sold, lost, stolen or destroyed. We shall calculate Your refund on a prorated basis, less any claims paid, less an administrative fee of \$50.00.

FLORIDA

Provision 3(s) is deleted and replaced with: **Unless You have selected Tech-Shield, We do not provide any coverage if, at any time, the vehicle has/had an inoperative cluster, odometer, and/or odometer display and You have failed to repair the odometer.**

Provision 4(f) is deleted and replaced with: **Unless You have selected Tech-Shield, Your odometer MUST display and function at all times, regardless of Your mileage limitations. If there has been an inaccuracy, tampering, or alteration to the odometer mileage so the true and actual mileage is not shown or cannot be determined and You have failed to repair the odometer, then Your Service Contract is void. An inoperative cluster, odometer, and/or odometer display also voids the Service Contract. Upon discovery by Us, We will cancel Your Service Contract and issue a prorated refund, less claims paid or approved for payment.**

Provision 6 is deleted and replaced with the following:

6. SERVICE CONTRACT TRANSFER PROVISIONS: YOU MAY ASSIGN THIS SERVICE CONTRACT TO ANOTHER OWNER, PROVIDED YOU FOLLOW THESE PROCEDURES:

- a. **The Service Contract is transferable, by the original purchaser, to the subsequent owner of the vehicle provided We receive a transfer fee of \$40.00 and one of the following within 15 business days of the vehicle sale: (1) a copy of the front and back of the original title with original Owner and new Owner signatures; (2) a copy of the new Owner's temporary or permanent registration; or (3) a copy of the bill of sale. We will not transfer the Service Contract to another vehicle or to a business. The transferred Service Contract will remain in effect pursuant to the Terms and Conditions of the original Service Contract.**
- b. **Without payment of the transfer fee, the Service Contract cannot be re-assigned and will be void at the time the vehicle is transferred. Call Us at 888-335-6838 within 15 days of transfer to speak with a Customer Service Representative for more details.**
- c. **The new Owner is responsible for all maintenance records from the original Effective Date of the Service Contract.**

Provision 7 is deleted and replaced with the following:

7. CANCELLATION PROVISIONS - ALL REQUESTED CANCELLATIONS/REFUNDS MUST BE IN WRITING AND WILL BE PROCESSED THROUGH YOUR LIENHOLDER, IF ANY, OR YOUR SELLING DEALER. IF FINANCED, YOU AGREE YOUR LIENHOLDER IS A JOINT PAYEE TO RECEIVE ANY APPLICABLE REFUND. ANY CANCELLED CONTRACT IS VOID AND WILL NOT BE REINSTATED.

- a. **CANCELLATION BY SERVICE CONTRACT HOLDER:** You may cancel this Service Contract within the first 60 days from the Effective Date for a full refund, less any claims paid, less an administrative/cancellation fee not to exceed five percent of the purchase price. After 60 days from the Effective Date, You may cancel this Service Contract and receive a refund of no less than 90% of the unearned pro rata premium, less any claim paid.
- b. **CANCELLATION BY US:** We will not cancel Your Service Contract unless: (1) there has been a material misrepresentation or fraud at the time of sale; (2) You have failed to maintain Your vehicle as prescribed by Your vehicle manufacturer; (3) the vehicle's

odometer has been tampered with or disabled and You have failed to repair the odometer; or (4) for nonpayment of premium, in which case We shall provide You notice of cancellation by certified mail. If cancelled by Us for any of these reasons, You will receive 100% of the paid unearned pro rata premium, less any claims paid. There is no administration/cancellation fee under this Provision.

c. CANCELLATION BY LIENHOLDER: If financed, You hereby authorize Your lienholder to cancel Your Service Contract 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. If cancelled within the first 60 days from the Effective Date, You will receive 100% of the paid unearned pro rata premium, less any claims paid. If cancelled after 60 days from the Effective Date, You will receive a refund of no less than 90% of the unearned pro rata premium, less any claims paid. There is no administration/cancellation fee under this Provision.

GEORGIA

This Service Contract is not a contract of insurance.

Provision 3(b) is deleted and replaced with: Component failures known, or which should have been known, by You before We approve this Service Contract Application are NOT covered.

Provision 3(d) is deleted and replaced with: Vehicles modified or altered from the original manufacturer's specifications by You or with Your knowledge, including but not limited to the following modifications: frame, suspension or body lift kits (unless Your vehicle has been classed under EXTRA ELIGIBILITY Lift Kit Coverage), lowering kits, wheels/tires (not to manufacturer's specifications unless Your vehicle has been classed under EXTRA ELIGIBILITY Oversize Tires Coverage), emission system, exhaust system, engine, transmission and drive axle.

Provision 3(e) is amended to read: Diagnostic and tear-down charges for non-covered components.

Provision 3(n) is deleted and replaced with: Damage done by You or with Your knowledge from altering, misusing or tampering with the vehicle, making improper adjustments or using improper fuels or fluids.

Provision 3(o) is deleted and replaced with: Damage done by You or with Your knowledge resulting from failure to maintain Your vehicle according to Your manufacturer's maintenance requirements.

Provision 3(p) is deleted and replaced with: Damage/failure caused by carbon or water ingestion.

Provision 3(s) is deleted and replaced with: Unless You have selected Tech-Shield, We do not provide any coverage if, during Your ownership, the vehicle has/had an inoperative cluster, odometer, and/or odometer display, regardless if repaired.

Provision 4(f) is deleted and replaced with: Unless You have selected Tech-Shield, Your odometer MUST display and function at all times while the vehicle is owned by You. If there has been an inaccuracy, tampering, or alteration to the odometer mileage, so the true and actual mileage is not shown or cannot be determined, then coverage under Your Service Contract is void. An inoperative cluster, odometer, and/or odometer display also voids coverage under the Service Contract. Upon discovery by Us, We will deny coverage under Your Service Contract.

Provision 4(g) is deleted and replaced with: Vehicle alterations or modifications made subsequent to the purchase of this Service Contract which were made by You or with Your knowledge are not covered. Upon discovery by Us, We will deny coverage under Your Service Contract.

Provision 4(s) is amended to include: You are entitled to make a direct claim against the Insurer for any failure by Us to pay any refund due under the Terms and Conditions of the Service Contract.

Provision 5(c) is deleted and replaced with: A proper diagnosis shall include tear-down to the point of component failure, performed by the repair facility, to determine the cause of failure and extent of damage. **YOU ARE RESPONSIBLE FOR THESE CHARGES IF THE REPAIR IS NOT COVERED UNDER THE SERVICE CONTRACT.** Your repair facility MUST provide Us with an estimate for the covered repair to obtain an Authorization number BEFORE any repairs have begun.

Provision 7(a) is amended to state: Your cancellation fee will not exceed 10% of the pro rata refund amount. No claims paid shall be deducted from any refund owed.

Provision 7(b) is deleted and replaced with: This Service Contract shall not be cancelled by Us except for fraud, material misrepresentation, or nonpayment. In the event We cancel this Service Contract, We will retain a pro rata amount based on greater of the days in force or the miles driven related to the term of this Service Contract and no administrative or cancellation fee will be assessed. The cancellation shall conform to the requirements of 33-24-44.

Provision 7(c) is deleted and replaced with: **CANCELLATION BY LIENHOLDER:** You hereby authorize Your lienholder to cancel Your Service Contract on Your behalf only in the event Your vehicle is repossessed or Your vehicle is declared a total loss. If cancelled within the first 20 days from the Effective Date, You will receive a full refund provided no claims have been made. After 20 days, You will receive a pro rata refund of the Service Contract price for the

unexpired term of the Service Contract based on the number of elapsed months or miles.

HAWAII

Provision 7(a) is deleted and replaced with: **CANCELLATION BY SERVICE CONTRACT HOLDER: You may cancel this Service Contract at any time by notifying Us.** If You cancel Your Service Contract within the first 30 days from the Effective Date, then You will receive a full refund provided no claims have been made. After 30 days, or if a claim was made within the first 30 days from the Effective Date, You will receive a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less any claims paid or approved for payment, less an administration/cancellation fee not exceeding \$50.00.

Provision 7(b) is deleted and replaced with: **CANCELLATION BY US:** We will cancel Your Service Contract for fraud, material misrepresentation (including alterations/modifications), a substantial breach (including a malfunctioning odometer), or nonpayment, either by You or on Your behalf. Prior notice of cancellation is not required for these violations. If cancelled by Us for any other reason, then We shall mail a written notice to Your last known address at least five days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If cancelled by Us within the first 30 days from the Effective Date, We shall provide a full refund provided no claims have been made. After 30 days, We shall provide a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less any claims paid or approved for payment.

Provision 7(c) is deleted and replaced with: **CANCELLATION BY LIENHOLDER:** You hereby authorize Your lienholder to cancel Your Service Contract 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. If cancelled within the first 30 days from the Effective Date, You will receive a full refund provided no claims have been made. After 30 days, You will receive a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less any claims paid or approved for payment.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

The following is added as Provision 7(e): The right to void the Service Contract under the Cancellation Provisions shall not be transferred and shall only apply to the original Service Contract purchaser upon the Terms and Conditions provided in the Service Contract.

IDAHO

Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.

The following is added as Provision 5(g): In the event an emergency breakdown occurs outside of Our working hours, You may follow the Claim Procedures in the Service Contract without prior authorization. However, You must notify Us of the repairs as soon as We reopen. Reimbursement will be made in accordance with the provisions in the Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by Us.

Provision 7 is amended to include: No claims will be deducted from any refund due.

Provision 7(a) is deleted and replaced with: You may cancel this Service Contract within 30 days of its Effective Date, if no claim has been made, and receive a full refund of the Service Contract retail price, less a cancellation fee not exceeding \$50.00. After 30 days, or if a claim was made within the first 30 days from the Effective Date, You may cancel this Service Contract and We shall refund to You a pro rata refund of the Service Contract retail price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less a cancellation fee not exceeding \$50.00.

ILLINOIS

Provision 7(a) is deleted and replaced with: As an Illinois customer, You may cancel Your contract for a full refund of the Service Contract purchase price within the first 30 days of its Effective Date, if no service has been provided, less a cancellation fee of 10% of the total contract purchase price or \$50.00, whichever is less. At any other time, or if a service has been provided, the Service Contract may be cancelled for a prorated refund of the total service price less the value of any service received and less a cancellation fee of 10% of the total contract purchase price or \$50.00, whichever is less.

INDIANA

Provision 4(s) is amended to include: In the event of Our nonperformance or failure to make payment due under Your Service Contract, the Insurer will perform the services or make payments on behalf of Us for services or payments We are obligated to perform under the Terms and Conditions of this Service Contract.

The following is added as Provision 4(w): This Service Contract is not insurance and is not subject to Indiana insurance law.

IOWA

Provision 4(s) is amended to include: A claim against the Insurer shall also include a claim

for return of the unearned service company fee paid for the Service Contract.

The following is added as Provision 4(w): The Iowa Insurance Division may be contacted at 515-281-5705 or the following address: 601 Locust Street, 4th Floor, Des Moines, Iowa 50309.

Provision 5(e) is amended to include: By Your signature under Acceptance to Terms, You acknowledge and agree We may supply used parts for a covered repair. We may also use rebuilt parts according to the national standards recognized by the Iowa Insurance Division for a covered repair.

Provision 7(a) is amended to state: Your cancellation fee will not exceed 10% of the total Service Contract purchase price.

Provision 7(b) is amended to include: For all cancellations, We shall mail a written notice to Your last known address at least 15 days of the date of cancellation.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 30 days of the effective cancellation date.

LOUISIANA

Under Louisiana law, this agreement is a product warranty and is not insurance.

Provision 7 is amended to include: No claims will be deducted from any refund due.

Provision 7(a) is deleted and replaced with: You may cancel this Service Contract for a full refund of the Service Contract retail price, less a cancellation fee not to exceed \$50.00, within the first 30 days of its Effective Date by providing a written request to cancel. After 30 days from the Effective Date, You may cancel this Service Contract and receive a pro rata refund of the Service Contract retail price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less a cancellation fee not exceeding \$50.00.

Provision 7(b) is deleted and replaced with: After 60 days, We cannot cancel this Service Contract unless (1) there has been a material misrepresentation or fraud at the time of sale of the Service Contract; (2) You have failed to maintain the motor vehicle as prescribed by the manufacturer; and/or (3) nonpayment of premium by You, in which case We shall provide You notice of cancellation by certified mail. After 60 days, a pro rata refund will be calculated by multiplying the Service Contract Purchase Price by the lesser percentage of the unused months or unused miles compared to the total months or total miles of Your Service Contract Period, less an administrative fee of \$50.00.

MAINE

The following is added as Provision 5(g): In the event an emergency breakdown occurs when We are closed, You may follow the Claim Procedures in the Service Contract without prior authorization. However, You must notify Us of the repairs as soon as We reopen. Reimbursement will be made in accordance with the provisions in the Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by Us.

Provision 7(a) is amended to state: Your cancellation fee will not exceed 10% of the total Service Contract purchase price.

Provision 7(b) is deleted and replaced with: We will cancel Your Service Contract for fraud, material misrepresentation, a substantial breach, or nonpayment, either by You or on Your behalf. If this Service Contract is cancelled by Us prior to the expiration of Your Service Contract, We shall mail a written notice to You at Your last known address at least 15 days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If Your Service Contract is cancelled by Us for a reason other than nonpayment, We shall refund to You 100% of the unearned contract purchase price received by Us from the selling dealer on a pro rata basis, less any claims paid, less an administration fee not to exceed 10% of the total Service Contract purchase price.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

MARYLAND

Under SCHEDULE OF COVERAGE, the section LABOR & DIAGNOSTICS is deleted and replaced with: The authorized time for a covered repair will be based on the Mitchell's ProDemand labor guide. The hourly labor rate for the covered repair will be the repair facility's rate up to \$75.00 per hour. Should Your repair facility's rate exceed this amount, You are responsible for the difference. The repair of a malfunction or defect covered under this Service Contract shall include the cost of tear-down and diagnosing the malfunction or defect.

Provision 4(c) is amended to include: If this Service Contract expires while Your vehicle is being repaired due to an approved claim by Us, this contract will be extended until the covered repair is complete.

Provision 4(r) is amended to include: The State of Maryland is the jurisdiction for any civil action to dispute a motor vehicle service contract. For any informal disputes, contact Us at 888-335-6838.

Provision 4(s) is amended to include: You shall be entitled to make a direct claim against the insurer issuing a policy of insurance upon failure of the obligor to pay any claim or make any refund or consideration due within 60 days after the proof is filed with the obligor.

Provision 5(c) is deleted and replaced with: A proper diagnosis shall include tear-down to the point of component failure, performed by the repair facility, to determine the cause of failure and extent of damage. Your repair facility MUST provide Us with an estimate for the covered repair to obtain an Authorization number BEFORE any repairs have begun.

Provision 7(a) is amended to state: Your cancellation fee will not exceed 10% of the total Service Contract purchase price.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

MASSACHUSETTS

NOTICE TO CUSTOMER: PURCHASE OF THIS SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE YOUR VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS SERVICE CONTRACT.

The Obligor of this Service Contract is the dealer listed on the application ("DEALER'S NAME"). This Service Contract is between the Dealer and You. Dealer has appointed Us as the authorized Administrator of this Service Contract. We neither assume nor have any liability whatsoever for the obligations of this Service Contract.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

MINNESOTA

Provision 7(b) is amended as follows: If this Service Contract is cancelled by Us then We shall mail a written notice to You at Your last known address at least 15 days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Five days notice is required if the reason for cancellation is nonpayment of the provider fee by You to Us, a material misrepresentation by You to Us, or a substantial breach of duties by You to Us relating to Your vehicle.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

MISSISSIPPI

The following is added as Provision 5(g): In the event an emergency breakdown occurs when We are closed, You may follow the Claim Procedures in the Service Contract without prior authorization. However, You must notify Us of the repairs as soon as We reopen. Reimbursement will be made in accordance with the provisions in the Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by Us.

Provision 7(a) is amended to state the administration fee under this provision shall not exceed 10% of the gross Service Contract provider fee.

Provision 7(b) is deleted and replaced with: We will cancel Your Service Contract for material misrepresentation (including alterations/modifications) by You to Us, a substantial breach (including a malfunctioning odometer) of the duties by You related to the covered vehicle, or nonpayment. Prior notice of cancellation is not required for these violations. We shall mail a written notice to Your last known address at least five days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If cancelled, We shall provide a prorated refund, less any claims paid or approved for payment, less an administrative fee not to exceed 10% of the purchase price.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

MISSOURI

This Service Contract is not an insurance contract in the State of Missouri.

Provision 4(s) is amended to include at the end: A claim against Us also shall include a claim for return of the unearned provider fee.

The following is added as Provision 5(g): In the event an emergency breakdown occurs when We are closed, You may follow the Claim Procedures in the Service Contract without prior authorization. However, You must notify Us of the repairs as soon as We reopen. Reimbursement will be made in accordance with the provisions in the Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by Us.

Provision 7(a) is deleted and replaced with: You may cancel this Service Contract for a full refund within the first 20 business days from the Effective Date provided no claim has been made. If a claim has been made within the first 20 business days from the Effective Date, You may cancel this Service Contract for a full refund, less any claims paid. There is no cancellation fee for this provision. After 20 business days from the Effective Date, You may

cancel the Service Contract and We shall refund 100% of the unearned contract purchase price on a pro rata basis, less any claims paid, and less an administrative fee of \$50.00.

Provision 7(b) is deleted and replaced with: We will cancel Your Service Contract for fraud, material misrepresentation (including alterations/modifications), a substantial breach (including a malfunctioning odometer), or nonpayment, either by You or on Your behalf. For all cancellations, We will provide a written notice to You within 45 days from the date of termination. The notice shall state the reason and effective date of the cancellation. If cancelled under this provision, We shall refund 100% of the unearned contract purchase price on a pro rata basis, less any claims paid. There is no administrative fee for this provision.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

NEVADA

Provision 4(f) is deleted and replaced with: Unless You have selected Tech-Shield, No coverage will be provided for any repairs if the vehicle has an inoperative odometer.

Provision 4(g) is deleted and replaced with: If a vehicle is found to have been altered or modified after the start of this Service Contract, this shall not void the Service Contract, but no coverage will be provided for any repairs to those parts of the vehicle that have been altered or modified.

The following is added as Provision 4(w): Pre-existing conditions are not covered by the Service Contract.

The following is added as Provision 4(x): This Service Contract may be renewed. To renew this Service Contract, Your vehicle must meet the Administrator's underwriting criteria at the time of renewal. If accepted, the effective date of the future contract begins one day after the expiration of Your current Service Contract.

The following is added as Provision 5(g): If You are not satisfied with the manner in which the provider is handling the claim on the contract, You may contact the Commissioner by calling the Nevada Division of Insurance toll free 888-872-3234.

Provision 6(a) is amended to state: Your transfer fee under this Service Contract is \$25.00.

Provision 7(a) is amended to include: The purchaser may return the Service Contract no later than 20 days after the contract is mailed to the contract holder or 10 days if the contract is delivered at the time of sale under the following conditions: (1) No claims have been paid or authorized; (2) Refund is to be for the full purchase price; and (3) Only applies to original purchaser of the Service Contract. If cancelled in writing by the original purchaser, We shall refund the amount We received from the selling dealer. Your selling dealer will refund their unearned portion of the total contract purchase price. If We fail to refund the purchase price within 45 days, We will pay the holder a penalty of 10% of the purchase price for each 30 day period or portion thereof that the refund and any accrued penalties remain unpaid. Your administrative/cancellation fee in Provision 7(a) is \$25.00.

Provision 7(b) is deleted and replaced with: No Service Contract that has been in effect for at least 70 days may be cancelled by Us before the expiration of the agreed term or one year after the Effective Date of the Service Contract, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the Service Contract; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the Service Contract, or in presenting a claim for service there under; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the Service Contract, which occurred after the Effective Date of the Service Contract and which substantially and materially increase the service required under the Service Contract; or (e) A material change in the nature or extent of the required service or repair which occurs after the Effective Date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the Service Contract was issued or sold.

If We cancel the Service Contract pursuant to paragraphs (a-e) above, We shall refund to the holder the portion of the purchase price that is unearned by Us, less any outstanding balance on the account of the holder from the amount of the purchase price that is unearned by the provider when calculating the amount of the refund. Claims paid against the Service Contract will not be deducted. We shall not impose a cancellation fee pursuant to paragraphs (a-e) above. No cancellation of a Service Contract may become effective until at least 15 days after the notice of cancellation is mailed to the holder.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

NEW HAMPSHIRE

Provision 4(r) is deleted and revised to state, Venue for all disputes shall be in New Hampshire or the state in which the Service Contract was sold. Choice of either venue shall be decided by You.

The following is added as Provision 4(w): In the event that You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 603-271-2261.

NEW JERSEY

Provision 4(r) is amended to include at the end: Venue for all disputes will be in the State of New Jersey if You purchased this Service Contract in another state but are now a resident of New Jersey.

Provision 4(s) is amended to include: Obligations of Us under this Service Contract are insured under a Service Contract reimbursement policy. The Insurer shall either reimburse or pay on behalf of Us any covered sums We are legally obligated to pay or, in the event of Our nonperformance, shall provide the service which We are legally obligated to perform according to Our contractual obligations.

Provision 7(a) is amended to include: If no claims have been made, You may cancel and return the Service Contract within 10 days of receipt of the contract if delivered at the time of purchase, or within 20 days of the date the contract was sent to You, if not delivered at the time of purchase. Upon cancellation of the Service Contract within the applicable time period, We will provide You with a refund of the full purchase price or amount paid on the Service Contract by refund or credit to Your account. For all refunds, if the refund or credit is not completed within 45 days of the cancellation of the Service Contract, a 10% penalty per month will be assessed based upon the purchase price of Your Service Contract.

Provision 7(b) is amended to include at the end: If We cancel the Service Contract prior to the expiration of Your Service Contract, We shall mail a written notice to Your last known address which contains the reason for the cancellation and the effective date of the cancellation at least five days prior to the effective date of the cancellation. However, written notice of cancellation shall not be required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation or omission, or a substantial breach of contractual obligations concerning Your vehicle or its use.

NEW MEXICO

The following is added to Provision 7. CANCELLATION PROVISIONS: The following Cancellation Provisions apply only to the original purchaser of the Service Contract.

Provision 7(b) is amended to include: No Service Contract that has been in effect for at least 70 days may be cancelled by Us before the expiration of the agreed term or one year after the Effective Date of the Service Contract, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the Service Contract; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the Service Contract, or in presenting a claim for service there under; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the Service Contract. No cancellation of a Service Contract may become effective until at least 15 days after the notice of cancellation is mailed to the holder.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 60 days of the effective cancellation date.

NEW YORK

The following is added as Provision 5(g): In the event an emergency breakdown occurs when We are closed, You may follow the Claim Procedures in the Service Contract without prior authorization. However, You must notify Us of the repairs as soon as We reopen. Reimbursement will be made in accordance with the provisions in the Service Contract, and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by Us.

Provision 7(b) is amended to include: If Your Service Contract is cancelled prior to the expiration of Your Service Contract, We shall mail a written notice to Your last known address which contains the reason for the cancellation and the effective date of the cancellation at least 15 days prior to the effective date of the cancellation. However, written notice of cancellation shall not be required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of contractual obligations concerning Your vehicle or its use.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 30 days of the effective cancellation date.

NORTH CAROLINA

Provision 7(a) is amended to state: Your cancellation fee, will not exceed 10% of the amount of the pro rata refund.

Provision 7(b) is amended to include: We will not cancel Your Service Contract in its discretion other than for nonpayment of premiums or for a direct violation of the Service Contract agreement by the contract holder where the Service Contract agreement states that violation of the Service Contract agreement would subject the Service Contract agreement to cancellation.

OKLAHOMA

Our license number to sell Service Contracts in Oklahoma is I.D. #503270534.

The following is added as Provision 4(w): This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty

Association.

If Your Service Contract provides roadside assistance the following is added as Provision 4(x): 24-hour roadside assistance is provided by SafeRide Motor Club, Inc. (OK ID# 864059).

Provision 7(a) is deleted and replaced with the following: **CANCELLATION BY SERVICE CONTRACT HOLDER:** You may cancel Your Service Contract at any time by notifying Us. In the event the Service Contract is cancelled by You, return of premium shall be based upon 90% of the unearned pro rata provider fee less the actual cost of any service provided under the Service Contract. There is no administration/cancellation fee under this Provision.

Provision 7(b) is deleted and replaced with the following: **CANCELLATION BY US:** We will cancel Your Service Contract for fraud, material misrepresentation including alterations/modifications), a substantial breach (including a malfunctioning odometer), or nonpayment, either by You or on Your behalf. Prior notice of cancellation is not required for these violations. If cancelled by Us for any other reason, then We will provide written notice to Your last known address at least five days prior to cancellation. The notice shall state the reason and effective date of the cancellation. In the event the Service Contract is cancelled by Us, return of premium shall be based upon 100% of unearned pro rata provider fee less the actual cost of any service provided under the Service Contract. There is no administration/cancellation fee under this Provision.

Provision 7(c) is deleted and replaced with the following: **CANCELLATION BY LIENHOLDER:** You hereby authorize Your lienholder to cancel Your Service Contract 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. In the event the Service Contract is cancelled by Your lienholder, return of premium shall be based upon 100% of unearned pro rata provider fee less the actual cost of any service provided under the Service Contract. There is no administration/cancellation fee under this Provision.

OREGON

The following is added as Provision 5(g): In the event an emergency breakdown occurs when We are closed, You may follow the Claim Procedures in the Service Contract without prior authorization. However, You must notify Us of the repairs as soon as We reopen. Reimbursement will be made in accordance with the provisions in the Service Contract, and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by Us.

PENNSYLVANIA

Provision 5(e) is amended to include: We have the right to supply new, used, or rebuilt components from a supplier selected by Us. If a component We supply fails within seven days of its installation, We will supply a replacement component and cover any diagnostic and tear-down charges, fluids and waive the deductible to replace the supplied part.

Your administration fee in Provision 7(a) shall not exceed \$30.00.

SOUTH CAROLINA

The following is added as Provision 4(w): South Carolina residents only: In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or (800) 768-3467.

The following is added as Provision 5(g): In the event an emergency breakdown occurs when We are closed, You may follow the Claim Procedures in the Service Contract without prior authorization. However, You must notify Us of the repairs as soon as We reopen. Reimbursement will be made in accordance with the provisions in the Service Contract, and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by Us.

Provision 7(b) is amended to include: If this Service Contract is cancelled by Us, then We shall mail a written notice to You at Your last known address at least 15 days prior to cancellation. 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, a material misrepresentation by You, or a substantial breach of duties by You to Us relating to Your vehicle.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

TEXAS

Provision 4(s) is amended to include at the end: You may apply for reimbursement directly to the Insurer if a covered service is not provided to You by Us before the 61st day after the date of proof of loss, or a refund or credit is not paid before the 46th day after the date on which the contract is cancelled by You.

The following is added as Provision 4(w): Unresolved complaints or questions concerning Service Contract providers may be addressed to: Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX 78711, 800-803-9202.

Provision 7(a) is deleted and replaced with: **CANCELLATION BY SERVICE CONTRACT HOLDER:** You may cancel this Service Contract at any time. If You cancel this Service Contract

before the 31st day after the date of purchase, We shall refund You or credit to Your account the full purchase price of the Service Contract, decreased by the amount of any claims paid. No cancellation fee may be imposed. If You cancel this Service Contract on or after the 31st day of purchase, We shall refund You the prorated purchase price of the Service Contract reflecting the remaining term of the contract, based on mileage or time, whichever results in a lower amount, decreased by the amount of any claims paid and a reasonable cancellation fee not to exceed \$50.00. If We do not pay the refund or credit Your account before the 46th day after the date notice of cancellation is received by Us, then We are liable to You for a penalty for each month an amount remains outstanding equal to 10% of the refund amount outstanding. The penalty is in addition to the full or prorated purchase price of the Service Contract that is owed to You. The right to cancel this Service Contract is not transferable to a subsequent holder of the contract.

Provision 7(b) is deleted and replaced with: **CANCELLATION BY US:** We may cancel this Service Contract by mailing a written notice of cancellation to You at Your last known address. We must mail the notice before the fifth day preceding the effective date of the cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation. However, We are not required to provide prior notice of cancellation if the Service Contract is cancelled because of: (1) nonpayment of the purchase price; (2) fraud or a material misrepresentation by You to Us; or (3) a substantial breach of a duty by You relating to the covered vehicle or its use. If Your Service Contract is cancelled by Us in accordance with this section, You are entitled to a prorated refund of the purchase price of the contract reflecting the remaining term of the contract, based on mileage or time, decreased by the amount of any claims paid and no cancellation fee will be imposed.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

UTAH

Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. This Service Contract is subject to limited regulations by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Provision 3(c) is deleted and replaced with: Except for emergency repairs, any repairs done without prior authorization by Us.

Provision 4(j) is deleted and replaced with: Except for emergency repairs, a claim must be opened during normal business hours and while Your Service Contract is active.

The following is added as Provision 5(g) of the **SERVICE CONTRACT CLAIMS PROCEDURES:** In the event an emergency breakdown occurs, defined as any repair performed outside of Our normal business hours, You may follow the Claim Procedures in the Service Contract without prior authorization. However, You must notify Us of the repairs as soon as We reopen. Reimbursement will be made in accordance with the provisions in the Service Contract, and nothing herein authorizes repairs not otherwise covered. Parts must be available for inspection by Us.

Provision 7(b) is amended to include: Cancellation by Us: For a Service Contract in effect for at least 60 days, We will mail You written notice at least 30 days before the cancellation date. The notice will reference one of the following reasons: (a) nonpayment, (b) material misrepresentation, (c) substantial change in the risk assumed unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract, (d) or a substantial breach of duties. However, if We cancel Your Service Contract within the first 60 days, We will mail You written notice of cancellation at least 10 days before the cancellation date.

VERMONT

The following is added as Provision 5(g): In the event an emergency breakdown occurs when We are closed, You may follow the Claim Procedures in the Service Contract without prior authorization. However, You must notify Us of the repairs as soon as We reopen. Reimbursement will be made in accordance with the provisions in the Service Contract, and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by Us.

VIRGINIA

The following provision is added to Your Service Contract: If any promise made in the Service Contract has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

WASHINGTON

INITIAL HERE: By Your initials, You are reconfirming You understand and agree to the following Terms and Conditions of this Service Contract: The time and mileage limitations on the first page of this Service Contract; Provision 1(a-d) regarding Your specific level of work and parts covered if you have chosen options and extra eligibility coverage; Provision 2(a-c) regarding Your specific level of work and parts covered; Provision 3(a-s) regarding coverage exclusions; Provision 4(h) regarding maintenance requirements;

Provision 4(t) regarding maintenance records; Provision 5(a-f) regarding Service Contract Claim Procedures; Provision 7(a-d) stated below regarding refunds and cancellations; and the implied warranty of merchantability on the motor vehicle is not waived if the contract has been purchased within 90 days of the purchase date of the motor vehicle from a provider or service contract seller who also sold the motor vehicle covered by the contract.

Provision 3(o) is deleted and replaced with: **Damage resulting from failure to maintain Your vehicle according to Your manufacturer's maintenance requirements if such failure directly resulted in Your vehicle experiencing mechanical failure.**

Provision 4(f) is deleted and replaced with: **Unless You have selected Tech-Shield, Your odometer MUST display and function at all times, regardless of Your mileage limitations. Within 60 days of the Effective Date, if there has been an inaccuracy, tampering, or alteration to the odometer mileage so the true and actual mileage is not shown or cannot be determined, then Your Service Contract is void. An inoperative cluster, odometer, and/or odometer display also voids the Service Contract. Upon discovery by Us within 60 days of the Effective Date, We will cancel Your Service Contract and issue a prorated refund, less claims paid or approved for payment.**

Provision 4(r) is deleted and replaced with: for Washington residents, the State of Washington is the jurisdiction of any civil action in connection with a motor vehicle service contract.

Provision 4(s) is amended to include: **The Insurer's Policy Number is WA150.**

The following is added as Provision 5(g): In the event an emergency breakdown occurs when We are closed, You may follow the Claim Procedures in the Service Contract without prior authorization. However, You must notify Us of the repairs as soon as We reopen. Reimbursement will be made in accordance with the provisions in the Service Contract, and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by Us.

Provision 7 is deleted and replaced with the following:

7. CANCELLATION PROVISIONS: ALL REQUESTED CANCELLATIONS/REFUNDS MUST BE IN WRITING AND WILL BE PROCESSED THROUGH YOUR LIENHOLDER, IF ANY, OR YOUR SELLING DEALER. IF FINANCED, YOU AGREE YOUR LIENHOLDER IS A JOINT PAYEE TO RECEIVE ANY APPLICABLE REFUND. ANY CANCELLED CONTRACT IS VOID AND WILL NOT BE REINSTATED. THE RIGHT TO VOID THE SERVICE CONTRACT IN THIS CANCELLATION PROVISION IS NOT TRANSFERABLE AND SHALL APPLY ONLY TO THE ORIGINAL CONTRACT PURCHASER.

a. CANCELLATION BY SERVICE CONTRACT HOLDER: You may cancel this Service Contract within 30 days from the Effective Date **if no claim has been made** under the Service Contract, and We shall refund to You the full purchase price of the Service Contract unless You return the Service Contract 10 or more days after the Effective Date, in which case We will charge a cancellation fee not exceeding \$25.00. **If a claim has been made** under the Service Contract, then claim(s) will also be deducted from any refund due to You. **If no claim has been made** and You return the Service Contract after 30 days, We shall refund the purchase price pro rata based upon either elapsed time or mileage computed from the date the Service Contract was purchased and the mileage on that date, less a cancellation fee not exceeding \$25.00. **If a claim has been made** under the Service Contract, then claim(s) will also be deducted from any refund due to You.

b. CANCELLATION BY US: We will cancel Your Service Contract for fraud, material misrepresentation (including alterations/modifications), a substantial breach (including a malfunctioning odometer), or nonpayment, either by You or on Your behalf. If cancelled by Us for any of these reasons, You will receive 100% of the paid unearned pro rata premium, less any claims paid. There is no administration/cancellation fee under this Provision. If this Service Contract is cancelled by Us, then We shall mail a written notice to You at Your last known address at least 21 days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. After 60 days from the Effective Date, We may not cancel this Service Contract.

c. CANCELLATION BY LIENHOLDER: If financed, You hereby authorize Your lienholder to cancel Your Service Contract 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. If cancelled for any of these reasons, You will receive 100% of the paid unearned pro rata premium, less any claims paid. There is no administration/cancellation fee under this Provision. If this Service Contract is cancelled under this Provision, then a written notice shall be mailed to You at Your last known address at least 21 days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. After 60 days from the Effective Date, this Service Contract may not be cancelled.

d. For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 30 days of the effective cancellation date.

WASHINGTON D.C.

Provision 7(a) is deleted and replaced with the following: **CANCELLATION BY SERVICE CONTRACT HOLDER:** If You cancel Your Service Contract within the first 30 days from the Effective Date, You will receive a full refund provided no claims have been made. After 30 days, or if a claim was made within the first 30 days from the Effective Date, You will receive a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed days or miles, less any claims paid or approved for payment, and less an administrative fee not to exceed 10% of the gross provider fee paid by You.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

WISCONSIN

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Provision 3(s) is deleted and replaced with: Unless You have selected Tech-Shield, We do not provide any coverage if, at any time, the vehicle has/had an inoperative odometer cluster, odometer, and/or odometer display that is not immediately repaired and proof of repair is not submitted to Us.

Provision 4(f) is deleted and replaced with: Unless You have selected Tech-Shield, An inoperative odometer, and/or odometer display, that is not immediately repaired and proof of repair is not submitted to Us is a substantial breach of duties by You relating to the covered vehicle or its use.

Provision 4(g) is deleted and replaced with: Alterations or modifications to Your vehicle from the original manufacturer's specifications prior to approval of this application by Us is a substantial breach of duties by You relating to the covered vehicle or its use.

Provision 4(s) is amended to include: If We do not provide, or reimburse or pay for, a service that is covered under a Service Contract within 60 days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with the Insurer for reimbursement, payment or provision of the service.

Provision 7(a) is amended to include: After 20 days, or if a claim was made during that time, You may cancel the Service Contract and We shall refund to You 100% of the unearned contract purchase price on a pro rata basis, less any claims paid, and less an administrative fee not to exceed 10% of the total contract purchase price. In the event of a total loss of property covered by the Service Contract that is not covered by a replacement of the property pursuant to the terms of the Service Contract, You shall be entitled to cancel the Service Contract and receive a pro rata refund of any unearned provider fee, less any claims paid.

Provision 7(b) is deleted and replaced with: In all instances of this Service Contract, We may cancel this Service Contract **ONLY** for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the Service Contract holder relating to the covered product or its use. If cancelled by Us, We will mail a written notice to You at Your last known address contained in our records at least five days prior to the cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. If the Service Contract is cancelled by Us for a reason other than nonpayment of the provider fee, We shall refund to You 100% of the unearned pro rata purchase price, less any claims paid and an administrative fee of 10% of the total purchase price.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

WYOMING

The following is added to Provision 7. CANCELLATION PROVISIONS: The right to void the Service Contract in this Cancellation Provision is not transferable and shall apply only to the original Contract purchaser.

Provision 7(b) is deleted and replaced with: We will cancel Your Service Contract for material misrepresentation, a substantial breach, or nonpayment, either by You or on Your behalf. Prior notice of cancellation is not required for these violations. If cancelled by Us for any other reason, then We shall mail a written notice to Your last known address at least 10 days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If cancelled, We shall provide a prorated refund of the amount received by Us, less any claims paid or approved for payment.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.