

REGISTRATION PAGE

				INS. 900	A.C.I.N.10	C.I.N.
Vehicle Owner Name			Phone		Service Contract Number	
Street Address			Apt. #			
City			State	Zip		
Year	Make	Model	VIN			
Current Odometer Reading			Vehicle Purchase Price		Vehicle Purchase Date	
Seller Name			Seller I.D.		Seller Phone	
Seller Address			City		State	Zip
Lienholder Name			Lienholder Phone			
Lienholder Address			City		State	Zip
Plan Name			*Expiration Type		Plan Period	
			<input type="checkbox"/> Add-On <input type="checkbox"/> Term (Expires At)		Months _____ Miles _____	
**Validation Period 30 Days and 1000 Miles	Plan Code	Vehicle Class	Deductible \$ _____		Renewal Cost \$ _____	
Contract Purchase Date		Contract Activation Date		Contract Renewal Date		Contract Renewal Term
Surcharges <input type="checkbox"/> 4 Wheel / AWD <input type="checkbox"/> Diesel <input type="checkbox"/> 1 Ton Vehicle <input type="checkbox"/> Turbocharger/Supercharger <input type="checkbox"/> Towing Package <input type="checkbox"/> Lift Kit <input type="checkbox"/> Rideshare Coverage <input type="checkbox"/> Hybrid Vehicle						
Options (Subject to a surcharge): <input type="checkbox"/> Seals and Gaskets <input type="checkbox"/> Technology Group <input type="checkbox"/> Brake Pads & Shoes <input type="checkbox"/> Oil Changes <input type="checkbox"/> Wiper Blades <input type="checkbox"/> Battery & Lights						
*Expiration Type All Service Contracts expire by either time or miles. For the Add-On Expiration Type, mileage begins from the odometer mileage as of the Service Contract Purchase Date (SCPD). For the "Term" Expiration Type, mileage begins at zero (0) miles.						
**Service Contract Validation Period Coverage under this Contract begins on the Service Contract Purchase Date (SCPD) unless the SCPD is more than ten (10) days after the Vehicle Purchase Date (VPD). If the SCPD is more than ten (10) days after the VPD, see the Validation Period listed above. The undersigned purchaser of this Service Contract acknowledges that parts and labor benefits are subject to the validation period stated above.						
Disclosures 1. Purchase of this Service Contract is not required to either obtain financing or to purchase the vehicle. 2. You have the right to transfer this Service Contract on the specified vehicle only to a subsequent private owner. Refer to the Transfer provision. 3. THE CONTRACT REGISTRATION PAGE AND THE SERVICE CONTRACT CONSTITUTE THE ENTIRE CONTRACT BETWEEN YOU AND THE PROVIDER. NO OTHER DOCUMENTS ARE LEGAL AND BINDING UNLESS PROVIDED TO YOU BY THE ADMINISTRATOR OR PROVIDER. 4. This Service Contract is not a factory warranty or an extension of factory warranty nor is it a service contract as defined in the Magnusson Moss Act. 5. This is not a contract of insurance. 6. Your Service Contract contains an arbitration clause which may affect Your legal rights, unless You live in a state that prohibits such provisions. Please review the arbitration in its entirety as well as the Special State Disclosures section for Your specific state (if Your state is included) to determine whether Your legal rights are affected.						
Additional Disclosures: (Washington Residents are required to initial). The Provider's obligations under this Service Contract are insured by American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, FL 33742, Policy number SFN-3-WA-2. You may file a claim directly with American Bankers Insurance Company of Florida at any time. Please call 1-866-306-6694 for instructions. By initializing the blanks below and signing in the space provided, I further represent and acknowledge that I have read and am familiar with the following aspects of this Service Contract: <ul style="list-style-type: none"> • TERMS AND CONDITIONS outlines Your responsibilities regarding maintenance requirements and time and mileage limitations. Initial _____ • IF YOUR VEHICLE INCURS A BREAKDOWN outlines the procedure to file a claim. Initial _____ • PLAN COVERAGE outlines Coverage under the Service Contract. Initial _____ • WHAT IS NOT COVERED outlines the conditions where the Service Contract does not provide coverage. Initial _____ • CANCELLATION OF YOUR SERVICE CONTRACT, outlines the Service Contract cancellation conditions. Initial _____ • The implied warranty of merchantability on the motor vehicle is not waived if this Service Contract has been purchased within ninety (90) days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by this Service Contract. Initial _____ 						

Text Messaging Summary Terms & Conditions: Our mobile text messages are intended for subscribers over the age of 13 and are delivered via USA short code 77453. You may receive up to 5 message(s) per month. Message and data rates may apply. This service is available to persons with text-capable phones subscribing to carriers including AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicef, U.S. Cellular®, and Boost. For help, text HELP to 77453, email Contactus@Royaladmin.com, or call 1-800-871-0467. You may stop your mobile subscription at any time by text messaging STOP to short code 77453

DO NOT SIGN BELOW UNTIL YOU HAVE READ THE ABOVE DISCLOSURES. BY SIGNING YOU ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE DISCLOSURES.

Certification: I, the undersigned purchaser of this Service Contract, have selected the above coverages and options and understand that depending upon the coverage plan selected, parts and labor benefits are subject to the validations stated above. I certify that I have read and understand the above Service Contract's terms and conditions, the Text Messaging Summary Terms & Conditions, and any implied warranty disclosures.

Service Contract Purchase Date

Service Contract Purchaser Signature

Dealer Representative

**Administered by: Royal Administration Services, Inc.
51 Mill Street – Bldg. F, Hanover, MA 02339 Tele: (800) 871-0467
This Contract is between You (the Purchaser), and the Provider.**

SAMPLE

CONGRATULATIONS!

We would like to thank You for choosing Our Service Contract.

Repair Service – United States and Canada

If You need repair service, refer to the section entitled “If Your Vehicle Incurs A Breakdown.”

You may visit any licensed repair facility in the United States or Canada. If Your Vehicle is still under the manufacturer’s warranty, return Your Vehicle to a manufacturer’s authorized dealer.

NOTE:

THE REGISTRATION PAGE AND THIS SERVICE CONTRACT CONSTITUTE THE ENTIRE CONTRACT BETWEEN YOU AND THE PROVIDER AND NO OTHER DOCUMENTS ARE LEGAL AND BINDING UNLESS PROVIDED TO YOU BY THE ADMINISTRATOR OR PROVIDER

Review Your Registration Page. The Registration Page contains basic information regarding Your Service Contract.

Check Your Deductible - Please check the box labeled Deductible on Your Registration Page. The number shown identifies the minimum portion of the covered repair You will be required to pay if You have a claim. If this box was left blank, immediately contact the Seller from whom You purchased this Service Contract.

DEFINITIONS

This Service Contract is an agreement between You and Us. We, Us, Our and Provider refers to Royal Administration Services, Inc., 51 Mill Street, Building F, Hanover, MA 02339, 800-871-0467. The Provider is the party responsible to You for the benefits under this Service Contract, except as noted in the State Requirement section located at the end of this Service Contract. **You, Your and Contract Holder** refers to You, the purchaser of this Service Contract and the owner of the Vehicle described in the Registration Page of this Service Contract.

ADMINISTRATOR: refers to Royal Administration Services, Inc. Administrator is responsible for administering this Service Contract. All inquiries should be directed to the Administrator. Toll-free assistance is available at 1-800-871-0467 .

BREAKDOWN, MECHANICAL BREAKDOWN, MECHANICAL FAILURE: Refers to a failure due to defects in materials and/or workmanship of a Covered Part to perform the function for which it was designed by its manufacturer. A Breakdown does not include failure due to sludging or gelling conditions, normal wear and tear, loss not specially listed as covered, and any failure listed in What Is Not Covered. Further, a Breakdown does not include any failures to Your Vehicle if the manufacturer has announced its responsibility through any means including public recalls and factory service bulletins or TSBs.

COMMERCIAL USE: Vehicle is used primarily for profit, such as repair work, route work, service work, and delivery. **Vehicles** used for farm work, and snow removal are included under this definition if their primary use is transportation and not off road work. Other examples include, but are not limited to, floral delivery, cable TV repair, plumbing, vending machine services, catering, medical supply delivery, home repairs, livery or transportation services and realty services.

CONTRACT ACTIVATION DATE: The date the Validation Period begins.

CONTRACT RENEWAL DATE: The date the Contract Renewal Payment is due and the Service Contract renews directly following the previous thirty (30) day period.

CONTRACT RENEWAL PAYMENT: The amount due in order to renew the Service Contract every thirty (30) days.

CONTRACT RENEWAL TERM: The thirty (30) day period measured from the Contract Renewal Date provided the Contract Renewal Payment has been received. The Validation Period does not apply to any Contract Renewal Term.

COVERAGE: The Coverage afforded You for Your Vehicle is determined by the Plan Name and Expiration Type shown on the Registration Page, which is more fully described in the section entitled "Plan Coverage."

COVERED PART or COVERED PARTS: Refers to the parts or components listed under the section entitled "Plan Coverage."

DEDUCTIBLE: The minimum portion of the covered repair which You will have to pay if You have a claim. The amount of Your Deductible is shown on Your Registration Page. This amount is applied per claim, and to each claim. In addition, if the repairs are made at the dealership where You purchased this Service Contract (if applicable), up to one hundred dollars (\$100.00) of the Deductible will be waived, per claim and for each claim for repairs.

EXPIRATION TYPE: This Service Contract is subject to a Plan Period and Expiration Type. The Plan Period is the number of months and number of miles for which You are afforded coverage under this Service

Contract. The Expiration Type determines when the number of months or miles is reached. Please refer to the section entitled “Expiration Type” on Your Registration Page for more information.

FULL FACTORY WARRANTY, FACTORY WARRANTY: Refers to the full Manufacturer’s Warranty provided to You by the manufacturer at no additional cost, and covers repairs to Your Vehicle to correct any defect in material or workmanship. This Service Contract is not a Factory Warranty.

LABOR: Total labor time for a covered repair will be determined by a current nationally published labor manual. The labor rate for authorized repairs will be based on the posted labor rate of the licensed repair facility that You selected. If the repair facility’s labor rate is not posted the Administrator reserves the right to approve a labor rate based on the average labor rate for similar local repair facilities. Administrator also reserves the right to adjust the approved labor rate if the repair facility’s labor rate is deemed to be excessive by the Administrator when compared to local average labor rates for similar facilities.

OEM: Original Equipment Manufacturer.

PLAN PERIOD: This Service Contract is subject to a Plan Period and Expiration Type. The Plan Period is the number of months and number of miles for which You are afforded coverage under this Service Contract. The Expiration Type determines when the number of months or miles is reached. Please refer to the section entitled “Expiration Type” on Your Registration Page for more information.

SELLER: Refers to the party who sold You this Service Contract. Please see the box labeled “Seller Name” on the Registration Page for Your Seller’s contact information.

SERVICE CONTRACT: This Service Contract is issued to You and covers Your vehicle described on the Registration Page of this Service Contract.

SERVICE CONTRACT NUMBER: Please see the box labeled “Service Contract Number” on the Registration Page. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

VEHICLE, YOUR VEHICLE: Refers to the vehicle described on the Registration Page of Your Service Contract and owned by You, regardless of whether or not the **VEHICLE** has been previously owned, sold or titled.

WEAR AND TEAR: Refers to the gradual reduction in component performance through normal operation and use.

PLAN COVERAGE

PLAN-SPECIFIC COVERAGES (only those components specifically listed are covered, and coverage for components in multiple component groups only applies for the component groups in which the part is specifically listed).

OVERDRIVE PLAN COVERAGE

The following component groups are covered.

- 1. Engine:** Cylinder Block, Cylinder Head(s) and all internal parts contained within the engine block, including: Pistons, Piston Rings, Connecting Rod Bearings, Crankshaft, Crankshaft Main Bearings, Camshaft, Camshaft Bearings, Cam Followers, Timing Chain/Belt, Timing Gears, Guides, Tensioners, Water Pump, Rocker Arms, Rocker Shafts, Rocker Bushings, Cylinder Head Valves, Valve Guides, Valve Lifters, Valve Springs, Valve Seals, Valve Retainers, Valve Seats, Push Rods, Oil Pump, Oil Pump Housing, Harmonic Balancer, Oil Pan, Timing Chain Cover, Intake and Exhaust Manifolds, Valve Covers, Engine Mounts, Wrist Pins, Connecting Rods, Distributor Drive Gear, Dip Stick Tube, Balance Shaft, Balance Shaft Bearing, Balance Shaft Bushing, Valve Locks and Oil Pump Pickup, and Engine Cooler.
- 2. Transmission:** Flywheel/Flex Plate, Electronic Shift Control Unit, Transmission Cooler, Transmission Mounts, Oil Pan, Shift Linkage and Shift Bushing, Manual Transmission Case and Automatic Transmission Case, and Transmission Cooler Lines.
- 3. Drive Axle (Front & Rear):** The following components are covered: Locking hubs, drive shafts, center support bearings, universal joints, and the CV joints (except when damaged as a result of a torn or missing CV boot). In addition, all internally lubricated components contained within the drive axle housing are covered. The drive axle housing and differential cover are covered only if damaged by the failure of an internally lubricated drive axle component.
- 4. Transfer Case:** All internal components of the transfer case that require lubrication for operation are covered.
- 5. Turbo / Supercharger:** All internally lubricated parts of the turbocharger or supercharger are covered, provided the mandatory surcharge has been paid. Coverage applies to factory installed units only.
- 6. Front and Rear Suspension:** Upper and Lower Control Arms, Control Arm Shafts and Bearings, Bushings, Torsion Bars, Mounts and Bushings, Upper and Lower Ball Joints, Strut Bearing Plates, Radius Arms and Bushings, Stabilizer Bar, Links and Bushings, Spindle and Spindle Support, Wheel Bearings. The following parts of the Variable Dampening Suspension are covered: Compressor, Control Module, Dampening Actuator, Solenoid, Strut Height Sensor, Mode Selector Switch.
- 7. Steering:** Steering Box, Steering Rack, Power Steering Pump, Power Steering Hoses, Steering Knuckles, Pitman Arm, Idler Arm, Tie Rod Ends, Drag Link, Steering Dampeners, Upper and Lower Steering Column Shaft and Couplings including Internal Tilt Wheel Mechanism, Stepper Motors, and Control Valve. The following parts of the Rear Wheel Steering are covered: Rear Steering Shaft and Couplings, Power Cylinder and Pump, Electronic Control Unit/Solenoid, Phase Control Unit, Stepper Motor, Control Valve and Rack and Tie Rod Ends.

8. **Cooling System:** Cooling Fan and Motor, Fan Clutch, Belt Tensioner, Radiator, Heater Core, Thermostat, Blower Motor, Hot Water Valve, Overflow Reservoir, Radiator Cap, Thermostat Housing, Low Engine Coolant Module.
9. **Air Conditioning System:** Condenser, Compressor, Compressor Clutch and Pulley, Air Conditioning Lines and Hoses, Evaporator, Idler Pulley and Idler Pulley Bearing, High/Low Compressor Cut-Off Switch, Expansion Valve, Pressure Cycling Switch, Accumulator/Receiver Dryer, Orifice Tube, Compressor Pressure Relief Valve. Coverage applies to factory installed units only.
10. **Fuel System:** Fuel Pump, Fuel Injection Pump and Injectors, Vacuum Pump, Fuel Tank, Fuel Tank Sending Unit, Metal Fuel Delivery Lines, Pressure Regulator, and Idle Air Control Motor.
11. **Electrical:** Automatic Climate Control Programmer, Electronic Instrument Cluster, Mileage Computer, Distributor, Ignition Coil, Powertrain Control Module, Electronic Combination Entry System (Does not include Transmitter or Receivers for Remote Control Locks), Cruise Control Module, Cruise Control Engagement Switch, Headlamp Motors, Power Window Motor, Power Window Regulator, Power Seat Motor, Power Mirror Motor, Power Antenna Motor/Mast Assembly, Convertible Top Motor, Power Sunroof Motor, Power Seat Switch, Power Mirror Motor Switch, Rear Defogger Switch, Power Door Lock Actuator and Switch, Ignition Coil, Cooling Fan Motor, Fuel Gauge, Oxygen Sensor, Mass Air Flow Sensor, and Throttle Position Sensor, EVP Sensor, Knock Sensor, Cooling Sensor, Crank/Cam Sensor, and Ambient Temp Sensor.

SEALS & GASKETS: Seals and Gaskets are covered only if required in conjunction with a covered repair.

Note: **Leaking or seepage of seals and gaskets is considered wear and tear and is not covered under this Service Contract**

OPTIONAL COVERAGES (Surcharge applies):

1. **Seals and Gaskets:** Seals and gaskets will be covered only if the Seals and Gaskets option is selected at the time of purchase and the appropriate surcharge paid. **Note: Seepage of seals and gaskets is considered wear and tear and is not covered under this Service Contract.** The maximum benefit allowed is \$1000 during the term of Your Service Contract.
2. **Technology Group:** The following Manufacturer-Installed components will be covered only if the Technology Group option is selected at the time of purchase and the appropriate surcharge is paid: DVD Players; Radio; CD Players; Video and Gaming Systems; Navigation Systems, Back-up Camera, Parking Sensors. **Coverage does not include any removable components such as Remote Controls, DVD or CDs.** The maximum benefit allowed is \$2500 during the term of Your Service Contract.
3. **Oil Changes:** You are eligible for reimbursement for the following only if the Oil Change option is selected at the time of purchase and the appropriate surcharge is paid: one (1) Oil Change up to \$40 per year during the term of Your Service Contract. Paid in full receipts for all oil changes must be provided to the Administrator with your request for reimbursement. All oil changes must be performed during the term of this Contract. Reimbursement will be provided for the for the lesser of the following: either (a) the MSRP cost of five (5) quarts of convention oil, one (1) OEM replacement oil filter, and a maximum of .2 hours of labor at the maintaining facility's charged customer-pay labor rate, or (b) the maintaining facility's menu price for a convention oil change.

4. **Brake Pads/Shoes:** You are eligible for the replacement of Brake Pads or Shoes only if the Brake Pads/Shoes option is selected at the time of purchase and the appropriate surcharge is paid. The maximum benefit allowed is \$100 during the term of Your Service Contract.
5. **Wiper Blades:** You are eligible for reimbursement for the following only if the Wiper Blades option is selected at the time of purchase and the appropriate surcharge is paid: two (2) services up to \$20 each for the replacement of Wiper Blades during the term of Your Service Contract. The maximum reimbursement available for this benefit is \$40 during the term of Your Service Contract.
6. **Battery & Lights:** You are eligible for reimbursement for the following only if the Battery & Lights option is selected at the time of purchase and the appropriate surcharge is paid: (1) the cost of an Alignment and replacement of Exterior Lamps & Bulbs with a maximum reimbursement of \$200 during the term of Your Service Contract, or (2) a one-time benefit of \$50 for Battery Replacement. The maximum reimbursement available for these benefits is \$250 during the term of Your Service Contract.

MANDATORY SURCHARGES: The following surcharges must be selected and paid for at the time of purchase. Failure to do so will result in cancellation by Us of this Service Contract.

1. **4 Wheel/All-Wheel Drive Coverage:** If Your Vehicle is equipped with 4 Wheel/All-Wheel Drive, the following components are covered: 4 Wheel Drive Actuator and Locking Hubs.
2. **Diesel:** If You have a diesel Vehicle, an additional mandatory surcharge is applied.
3. **1 Ton Vehicle:** If You have a vehicle with a one-ton gross vehicle weight capability, (GVW) an additional mandatory surcharge is applied.
4. **Towing Package:** If Your Vehicle is equipped with a Manufacturer Installed Fifth Wheel or Gooseneck Hitch Tow package modification and Manufacturers towing specification are followed, an additional mandatory surcharge is applied. **No coverage is provided for components that were utilized to facilitate the vehicle's modification, including but not limited to the Hitch and its components.** Proof of installation will be required.
5. **Turbocharger/Supercharger (factory installed only):** all internal components contained within the Turbocharger/Supercharger Housing, Turbo Boost Valve, Turbo Waste Gate Actuator, Bearing, Bushing, and all other internal components, and Seals and Gaskets, Supply Line.
6. **Lift Kit:** If Your Vehicle is equipped with a Lift Kit modification, an additional mandatory surcharge is applied. **No coverage is provided for components that were utilized to facilitate the vehicle's modification, including but not limited to the Lift Kit and its components.** Oversize wheels and tires are included within the guidelines of Lift Kit Coverage. The modification to the height and width of wheels and tires is limited to a maximum of 6 inches, inclusive of any modifications to the wheels or tires, or both. **Vehicles with Lift Kits that exceed 6 inches are not eligible for coverage and will be excluded from coverage.** The 6 inch modification is measured from the manufacturer's vehicle specifications (as listed in nationally published repair manuals); inclusive of any and all modifications of the vehicle's body and suspension. The vehicle must be equipped with the lift kit modification at the time of vehicle purchase to be eligible for coverage, and if the installation date of the Lift Kit cannot be verified, the Administrator may deny any claim. **No coverage is available for suspension reductions or undersized wheels or tires.** Any damage resulting from suspension reductions or undersized wheels or tires is excluded from coverage. Coverage is supplemental to the manufacturer's coverage and will not apply to any failure for which the manufacturer has denied coverage due to the installation of the Lift Kit.
7. **Rideshare Coverage:** A ridesharing vehicle is defined as any vehicle, not commercially registered, used for the purpose of transportation of others regardless of whether You receive any compensation for that use.

8. **Hybrid Vehicle:** Electric Motor, Power Controller, Inverter Assembly, Generator, Drive Motor Temperature Sensor/Switch, Battery Cooling Fan Relay/Module, Damper, Electric Water pump, Electric Air Conditioning Compressor and Battery Cooling Fan, Water Assembly Valve. A mandatory surcharge is applied if Your Vehicle is a hybrid model.

IF YOUR VEHICLE INCURS A BREAKDOWN

1. How to file a claim:

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

- A. Determine if Your Vehicle requires Roadside Assistance. If Your Vehicle requires Roadside Assistance, refer to the section entitled “Plan Coverage,” and specifically the sub-section entitled “Additional Benefits.”
- B. Prevent Further Damage - Take immediate action to prevent further damage. This Service Contract will not cover the damage caused by not securing a timely repair when a Breakdown has occurred. The operator is responsible for observing Vehicle warning lights and gauges, and taking appropriate action immediately upon notification. Failure to do so may result in the denial of coverage.
- C. Take Your Vehicle to a licensed repair facility of Your choice.
- D. Provide the repair facility representative with a copy of Your Service Contract and/or Your Service Contract Number, if possible.
- E. The repair facility representative must obtain a Claim Authorization Number from the Administrator prior to any repair being initiated or any damaged parts being removed or discarded.
- F. Save all components, including fluids and filters that need to be inspected. We may require covered components to be retained for **Our** inspection or disposal.

REPAIRS WITHOUT PRIOR AUTHORIZATION WILL NOT BE COVERED OR REIMBURSED.

2. The repair facility **must** do the following **prior** to initiating any repairs:

- A. Obtain Your authorization to diagnose the cause of Breakdown and cost of the repair. It is Your responsibility to ensure the cause of the Breakdown is properly diagnosed. It is Your responsibility to pay for the cost of diagnosis.

In addition, the Administrator will determine if an inspection and/or tear-down is necessary to confirm the cause of the Breakdown and if it is covered under the terms of this Service Contract. The Administrator will also determine the extent of the tear-down that is necessary. “Necessary” shall be deemed to be the point where the damage is visible or determinable. You are responsible for authorizing the repair facility to complete the tear-down. The reasonable cost of the authorized tear-down will only be paid by the Administrator if the claim is approved.

- B. Call the Administrator to verify Your coverage and to obtain a Claim Authorization Number. For Claims/Customer Service contact 1-800-871-0467 .
- C. Review the Administrator’s determination of the claim with You to explain what will be covered by the Service Contract and what portions of the repairs, if any, will not be covered.

3. When You pick up Your Vehicle, You **must**:

- A. Review the work performed with the repair facility representative.
- B. Pay the Deductible amount shown in the Registration Page.
- C. Pay for any charges not covered by this Service Contract.
- D. Pay for the cost of covered components or repairs above the amount approved by Administrator.

PAYMENT OR REIMBURSEMENT OF CLAIMS

When the damage and repair falls within the scope of this Service Contract and authorization to proceed with the repair is obtained from the Administrator and the repair work is completed, payment will be provided in one of the following two methods, so long as the request for payment is submitted to the Administrator within 180 days of the date that the Claim was approved. **No requests for payment will be honored if received more than 180 days after that Claim was approved.**

- **PAYMENT OPTION:** The Administrator will pay the repair facility for the approved amount of the Claim, less the Deductible, if any. The Administrator will arrange for such payment by check or nationally recognized credit card.
- **REIMBURSEMENT OPTION:** You may request reimbursement from the Administrator, by submitting the paid invoice to the address below. The following information must be included with Your paid invoice and is generally supplied to You by the repair facility You selected. The invoice must contain the following information:
 - 1. Itemized listing of approved replacement part names, numbers and prices.
 - 2. Description of approved labor and charges necessary to correct the mechanical failure.
 - 3. Vehicle mileage, Year Make and Model, complete Vehicle Identification Number.
 - 4. Date of repair.

TERMS AND CONDITIONS

This Service Contract provides coverages recorded for the time and mileage stated on the Registration Page, whichever occurs first. Please refer to the sections of the Registration Page entitled “Expiration Type” and “Plan Period” to determine Your period of coverage.

CONTRACT HOLDER’S RESPONSIBILITIES:

1. CLAIM REIMBURSEMENT

Obtain approval **PRIOR** to having work performed that may be covered by this Service Contract. If You believe the failure may be covered by this Service Contract, call the Administrator at 1-800-871-0467 , or instruct the repair facility performing the work to call to register the claim **BEFORE ANY WORK IS PERFORMED.**

See the section entitled “If Your Vehicle Incurs A Breakdown” for additional information.

2. VEHICLE MAINTENANCE AND MAINTENANCE REQUIREMENTS

You must properly maintain Your Vehicle and **KEEP THE RECEIPTS.**

This Service Contract is only valid if Your Vehicle has been maintained in accordance with the manufacturer’s specifications. Keep copies of all receipts (oil changes, lubrication, etc.). Proof of maintenance may be required when You file a claim.

Maintenance Requirements:

- a. You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations and by a licensed service facility, as outlined in the Owner's Manual for Your Vehicle.

NOTE: Your Vehicle's Owner's Manual lists different servicing recommendations based on individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your specific conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in a denial of Coverage under this Service Contract.

- b. It is required that You retain "Proof" of maintenance for the service and/or repair work performed on Your Vehicle, including maintenance performed prior to the purchase of this Service Contract while the Vehicle was owned by You. "Proof" means repair orders from a licensed repair facility. Pertinent information must be included that identifies the Vehicle and the repairs performed, in particular the Vehicle Identification Number (VIN), date of service or repair work, mileage, parts and labor.

ADMINISTRATOR'S RESPONSIBILITIES:

1. BREAKDOWN OF COVERED PARTS

We will pay or reimburse You for the reasonable costs to repair or replace any Breakdown of a part listed in the Plan Coverage Section, as determined by the Administrator using standard and common industry practices. **COVERED PARTS MAY BE REPLACED, DEPENDING ON AVAILABILITY AND AT ADMINISTRATOR'S DISCRETION, WITH LIKE KIND AND QUALITY (LKQ), USED, REBUILT, REMANUFACTURED OR NEW PARTS.**

If you dispute our determination of coverage, you must notify us in writing of such dispute, and your reasons for the dispute, within sixty (60) days of Our final determination. Failure to notify us within this time period will be deemed a waiver of any such dispute. Any actions or claims arising from this Service Contract or actions taken by Us under the terms and conditions of this Service Contract shall be filed in Duval County, Florida.

GENERAL PROVISIONS:

1. YOUR HELP AND COOPERATION

If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Service Contract. You must provide written authorization to Us to communicate with any party other than You. We shall not pay for any approved claims if You fail to comply with this section in any way.

2. SUBROGATION AND OUR RIGHT TO RECOVER PAYMENT

If We pay for coverage under this Service Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

3. OTHER COVERAGE

In the event a repair is subject to any additional third-party Service Contracts or warranties, those Service Contracts or warranties shall supersede any and all obligations under this Service Contract.

4. DEDUCTIBLE

In the event of a Breakdown covered by this Service Contract, You may be required to pay a Deductible. No Deductible payment is required with respect to 24 Hour Roadside Assistance and Rental Benefit, if they are provided by this Service Contract. The Deductible amount will be applied on a per repair visit basis. Should a covered Breakdown take more than one visit to repair, only one Deductible will apply for that Breakdown.

5. COVERAGE

The Coverage afforded You for Your Vehicle is determined by the Plan Name and Expiration Type shown on the Registration Page, which is more fully described in the section entitled "Plan Coverage."

6. LIMITS OF LIABILITY

OUR liability for **any one authorized repair** shall in no event exceed fifteen thousand dollars (\$15,000.00).

OUR liability for **all authorized repairs combined during the term of this Service Contract** shall in no event exceed fifteen thousand dollars (\$15,000.00).

In the event that the amount of **any one authorized repair or the combined total amount of all authorized repairs** meets or exceeds Our liability, Your Service Contract will be deemed expired and no further coverage will be afforded to You, regardless of the remaining time or mileage of Your Service Contract's Plan Period. No refund shall be due to You upon expiration of the Service Contract.

7. SERVICE CONTRACT VALIDATION PERIOD

This Service Contract may be subject to a Validation Period of time and mileage from the Service Contract Purchase Date (SCPD), as shown on the Registration Page. The length of the Validation Period, if applicable, is listed on the Registration Page of this Contract. There is no coverage during the Validation Period. Coverage will commence upon the expiration of the Validation Period. If the Validation Period applies, the additional time and mileage contained in the Validation Period will be added to the plan's duration.

8. EXPIRATION TYPE: ADD-ON

The plan expires by time or mileage, whichever occurs first.

- a. Time: The plan expiration is measured from the Service Contract Purchase Date, subject to the Validation Period, if applicable.
- b. Mileage: The plan expiration is measured from the odometer mileage of the Vehicle on the Service Contract Purchase Date, subject to the Validation Period, if applicable.

EXPIRATION TYPE: TERM

This plan expires by time or mileage, whichever occurs first.

- a. Time: The plan expiration is measured in time from the Service Contract purchase date.
- b. Mileage: The plan expiration is measured from zero (0) odometer miles, and will expire when the vehicle's odometer reaches the mileage of the plan selected.

9. MANUFACTURER'S WARRANTY DISCLOSURE

If the term of this Service Contract overlaps with the term of Your Manufacturer's Warranty, look first to Your Manufacturer's warranty for coverage. This Service Contract excludes coverage for any loss covered by Your Manufacturer's Warranty, but may nevertheless provide benefits in addition to those provided by Your Manufacturer's Warranty.

10. COVERAGE DISPUTES

In the event you dispute all or part of Our determination regarding coverage under this Service Contract, You must notify Us of that dispute within sixty (60) days of Your receipt of Our determination.

WHAT IS NOT COVERED

1. ANY REPAIR OR REPLACEMENT MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR TO THE REPAIR FACILITY.
2. Any parts not listed, or any parts specifically excluded.
3. Fluids, filters and lubricants, except when required in connection with the repair or replacement of a Covered Part.
4. All electric-powered or hybrid-specific parts, unless the Hybrid/Electric Vehicle Surcharge was paid at the time You purchased the Service Contract.
5. Any Breakdown caused by: collision; fire; theft; vandalism; riot; explosion; lightning; earthquake; overheating; freezing; rust or corrosion; windstorm; hail; water; flood; normal wear and tear; a sludging or gelling condition; carbon build-up or contamination; contamination of fluids or fuels; and misuse, abuse, negligence, and/or failure to protect Your Vehicle from further damage when a Breakdown has occurred.
6. Any physical damage, regardless of damaged components and/or cause of damage. Water or air leaks, and any damage caused by water or air leaks.
7. Valve Grinding, Burnt Valves, Core Charges, or Wheel Balancing.
8. Any Breakdown caused by the use of Your Vehicle for: racing or any other forms of competitive driving; plowing snow; towing in excess of the weight for which Your Vehicle is rated; or any other purpose not recommended by the manufacturer.
9. Scheduled maintenance, and any Breakdown caused by a lack of required or recommended maintenance, or a failure to maintain proper levels of lubricants and/or coolants.
10. Any Breakdown caused by engine detonation or pre-ignition.
11. Any Breakdown caused by sludge, a sludging condition, carbon, or carbon build-up.
12. Any Breakdown if, while owned by You, the Vehicle's odometer: (i) has been tampered with; (ii) has been disconnected; or (iii) is broken and was not immediately repaired, regardless if the Breakdown is related to the odometer.
13. Repair or replacement of components to improve operating performance. The repair of valves and/or bearings if a Mechanical Breakdown has not occurred and the purpose of such repair is

simply to raise the engine's compression. A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires be repaired or replaced, even if such repair or replacement is for preventative purposes.

14. Any Breakdown or condition that: already existed when You purchased Your Service Contract; occurred before You purchased Your Service Contract; or occurs during the Validation Period.
15. Repair or replacement of any covered part if a Breakdown has not occurred. This includes "preventative maintenance" or "preventative repairs".
16. Any repair or replacement of a covered component after recommended or required service, if such scheduled service was not in fact performed.
17. Any repair or replacement of a covered component when the Breakdown is caused by the Breakdown of a non-covered component, and any repair or replacement of a non-covered component when the Breakdown is caused by the Breakdown of a covered component. This Service Contract does not cover consequential damages, regardless of the cause.
18. Breakdowns caused by any alterations which have been made to Your Vehicle and are not factory-installed. Breakdowns caused by: frame or suspension modifications; oversized/undersized tires or wheels; lift kits (unless the appropriate surcharge has been paid); trailer hitches; or any other modifications to any of Your Vehicle's systems.
19. Prior repairs which are the subject of any third party warranty or any prior repairs where there is demonstrable negligence or failure in workmanship; repairs for which the responsibility is covered by any warranty of the manufacturer such as extended drive train coverage, or a repairer's guarantee or warranty (regardless of whether or not the manufacturer or repair facility is doing business as an ongoing enterprise), or repairs for which the responsibility is covered by the repairer's guarantee or warranty (regardless of whether or not the repair facility is doing business as an ongoing enterprise). Further, coverage under this Service Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means including public recalls, technical service bulletins, or factory service bulletins.
20. Liability for damage to property, or for injury or death arising out of the operation, maintenance or use of Your Vehicle whether or not related to the part covered.
21. Any Breakdown caused by contamination of fluids, fuels, fuels containing more than 10% ethanol, coolants, lubricants, rust or corrosion.
22. Shop supply charges; EPA Disposal Fees; special-order parts; shipping costs; parts locator research fees; storage fees; filter, lubricants, coolants, fluids and refrigerants except when replacement is required in conjunction with the repair or replacement of a Covered Part.
23. Repairs to seized or damaged engines due to continued operation without sufficient lubricants or coolant, regardless of cause. You are responsible for making certain that the oil and temperature warning lights/gauges are functioning properly. You must pull off the road immediately and discontinue vehicle operation when any of Your Vehicle's lights/gauges indicate inadequate protection or performance or if overheating occurs.
24. Any failure occurring outside of the United States or Canada.

INELIGIBLE VEHICLES

1. Any vehicle with True Mileage Unknown (TMU). TMU is defined as any of the following: (i) the inability to determine Your vehicle's actual mileage at the time of a claim for repair; (ii) the inability to determine Your Vehicle's actual mileage at the time of purchase of this Service Contract; (iii) the vehicle's title has been branded as TMU (or a similar designation), not actual mileage, or its equivalent by a state regulatory agency or department.
2. Any vehicle that has flood damage or has a title branded as FLOOD by a state regulatory agency or department.
3. Trucks over 1 ton classification, taxis, buses, and government-owned vehicles (including municipalities).
4. Vehicles used for racing competition, time trials or rallies.
5. Vehicles modified from manufacturer's specifications. This shall not apply to vehicles equipped with a manufacturer-installed or approved lift kit, provided that the Lift Kit Surcharge is selected on the Registration Page and the corresponding surcharge is paid.
6. Vehicles not purchased through a licensed authorized agent.
7. Grey Market Vehicles.
8. Vehicles with a fifth wheel hitch, gooseneck trailer hitch or bumper hitches are covered if installed by the manufacturer and the Towing Package Surcharge was applied and paid. No coverage is available in the event the hitch and trailers are not used in accordance with Manufacturers specifications regarding weight capacity.
9. Vehicles with a snowplow attachment.
10. Vehicles purchased by a minor.
11. Commercial vehicles. Commercial vehicles shall include: vehicles not registered commercially but used for any commercial purposes; vehicles titled or registered to a company; and vehicles registered and used for any commercial purposes as defined in the Definitions section of this Service Contract. This exclusion does not apply to ridesharing vehicles if the Rideshare Coverage Surcharge was applied and paid, as required by the Mandatory Surcharges section of this Service Contract.

CANCELLATION AND TRANSFER

THIS CONTRACT IS NOT TRANSFERABLE

CANCELLATION OF YOUR SERVICE CONTRACT:

This Service Contract will automatically renew unless otherwise cancelled as indicated below. The Service Contract will have a Renewal Term of thirty (30) days, and will automatically renew every thirty (30) days if the renewal payment is made.

1. Cancellation requests by You or Lienholder, received:

- a. Within the first thirty (30) days from the contract purchase date will receive a full refund, less any approved claim amounts.**
- b. After the first thirty (30) days from the contract purchase date will receive a pro-rated refund based upon term. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts. A fifty dollar (\$50.00) cancellation fee will apply.**

All cancellation requests will be effective as of the date received. In addition, all cancellation requests must have an effective date which is no later than forty-five (45) days from the date of receipt.

If Your Vehicle is repossessed, stolen, or totaled, this limitation of time may be waived at the Administrator's sole discretion. The Administrator may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

2. We may cancel at any time if:

- a. Your Vehicle is deemed a total loss, is an unrecovered theft, or is repossessed.**
- b. Your Vehicle's odometer is disconnected or altered, or Your Vehicle is determined to be TMU.**
- c. Your Vehicle is used in a manner not covered by the Service Contract.**
- d. Your Vehicle is or has been modified.**
- e. Your Vehicle is an Ineligible Vehicle.**
- f. The charge for the Service Contract is not paid to Us.**
- g. The charge for a Mandatory Surcharge is not paid to Us.**
- h. Your Vehicle is covered by multiple Service Contracts.**
- i. You made material misrepresentation, or provided false, incomplete or misleading information in obtaining this Service Contract or in the submission of a claim.**
- j. Your Vehicle does not have a valid manufacturer Vehicle Identification Number (VIN).**
- k. The Vehicle's title is branded as salvage, junk, rebuilt, totaled or damaged by flood after You purchased the Service Contract.**
- l. The Seller was not authorized by Us to sell the Service Contract.**
- m. There is a substantial change in the usage of the vehicle, e.g. Commercial Use or Towing Package, which was not present at the time of the purchase of the Service Contract. Cancellation will be effective as of the date We are made aware of such change in usage, regardless of when the change in usage occurred.**

If We cancel, the cancellation will be effective as of the date We determine the reason for cancellation. You will receive a pro-rata refund of the unearned amount paid for this Service Contract, less any approved claim amounts. Notice of such cancellation will be delivered to You by first class mail. The notice will state the cancellation effective date and reason.

- 3. If the Service Contract Purchase Price, or any part of the Service Contract Purchase Price, is financed, the lienholder shown on the Registration Page may cancel this Service Contract for a default under the terms of the retail installment agreement between You and the lienholder. The lienholder may have a security interest in the Service Contract refund. If a security interest exists, the refund will be paid to the lienholder. You should refer to Your retail installment agreement regarding any applicable refunds.**

REFUND

All refunds will be calculated based on the provisions provided in the section entitled “Transfer and Cancellation.”

The Administrator agrees to pay the Provider’s respective percentage of the refund, based on the amount of the consideration the Provider received. The Seller agrees to pay its respective percentage of the refund based on the amount of the consideration the Seller received.

In the event a refund is due upon the cancellation of this Service Contract, the Administrator shall remit to the Seller the Provider’s respective percentage of the refund due. Seller shall then remit to You the full refund amount due, which shall include both the Provider’s and the Seller’s respective percentage of the refund due. In no event will We or the Administrator be liable for the Seller’s portion of any refund due to You, including if the Seller has ceased operations.

The Registration Page and this Service Contract constitute the entire agreement between You and the Provider and no other documents are legal and binding unless provided to You by the Administrator or Provider.

If a lending institution or the Seller has financed the purchase of this Service Contract, the refund check will be made payable to the lending institution or the Seller.

Royal Administration Services, Inc.

51 Mill Street, Building F

Hanover, MA 02339

Phone: 1-800-871-0467 • Fax: 1-781-261-2522

Florida Certificate of Authority #60109

ADDITIONAL BENEFITS (Included at no cost):

24 Hour Roadside Assistance Your Vehicle will be covered for up to ten (10) occurrences over the term of Your Service Contract. Towing benefits are provided for up to a maximum of one hundred dollars (\$100.00) per occurrence. Lock out service, fuel and fluid delivery services (**excluding the cost of the fuel or fluids**), or battery boost/jump services are provided for up to a maximum of fifty dollars (\$50.00) per occurrence. Battery boost/jump services are not available for electric or hybrid vehicles. The 24 Hour Roadside Assistance benefits are provided through [Nation Motor Club, LLC dba Nation Safe Drivers] located at [5600 Broken Sound Boulevard NW, Boca Raton, FL 33487] Except in California, all roadside services and benefits are provided by [Nation Motor Club, LLC] located at [5600 Broken Sound Boulevard NW, Boca Raton, FL 33487]. CA Motor Club Permit Number: [5157-3]; In Alabama, Alaska, and Utah: All services and benefits are provided by [Nation Safe Drivers, Services, Inc.] located at [5600 Broken Sound Boulevard NW, Boca Raton, FL 33487], [Phone Number: 1-855-513-5184]. **If Your Vehicle requires Roadside Assistance, You must contact [Nation Motor Club, LLC] for prior approval and assistance, otherwise no coverage for the service will be provided.** When arranging for 24-Hour Roadside Assistance please call [1-855-513-5184]. **You** will be required to give the representative assisting **You** the following information: Your Name, Phone Number, and/or Service Contract Number (located on the front right-hand corner of **Your** Registration Page).

Please Note: The Emergency Roadside Assistance benefit is not intended to provide reimbursement of services secured through a provider other than the Road Service Processing Center.

Transfer of this Service Contract does not include transfer of the 24-Hour Roadside Assistance Program.

Rental Benefit: Rental reimbursement will only be approved for an authorized repair, beginning on the claim submission date. Reimbursement for a rental vehicle is provided for a maximum of forty-five dollars (\$45.00) per day, up to a maximum of five (5) days. Any authorized repair which requires the Vehicle to be left at a repair facility will qualify for one (1) day of rental reimbursement. Parts delays will qualify for up to three (3) days of reimbursement. Delays for inspection required by the Administrator qualify for up to one (1) day of rental reimbursement. In no case will delays caused by parts or inspections increase the maximum limit of 5 days. Rental car agreement charges will only be reimbursed to You for charges incurred from a licensed rental agency. You must provide the paid rental receipt to the Administrator to be reimbursed for the charges. In no case will reimbursement exceed the actual cost included on the rental receipts, and no reimbursement will be provided to You until the authorized repairs are complete and paid.

Rental car agreement charges will only be reimbursed to You for charges incurred from a licensed rental agency. Rental reimbursement will not apply to charges for rideshare programs (such as Uber or Lyft) or other alternative transportation options. You must provide the paid rental receipt to the Administrator to be reimbursed for the charges. In no case will reimbursement exceed the actual cost included on the rental receipts, and no reimbursement will be provided to You until the authorized repairs are complete and paid.

ARBITRATION PROVISION

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules (“Rules”) of the American Arbitration Association (“AAA”) in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Requirements section of this Service Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT

You agree and acknowledge that You have paid an additional fee for this Service Contract that is separate and apart from the purchase price You paid for the Covered Vehicle. Because of that separately stated consideration, You agree and acknowledge that this Service Contract is not part of the basis of the bargain for Your purchase of the Covered Vehicle. You further agree and acknowledge that We, the Administrator/Provider under this Service Contract, are not the supplier of the Covered Vehicle. Consequently, this Service Contract is not a “written warranty” under the federal Magnuson Moss Warranty Act. As a result, this Service Contract is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a “written warranty”.

INSURANCE STATEMENT:

NOTICE: This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Service Contract should be interpreted and understood within the meaning of a “service

contract” in Public Law #93-637. Our obligations under this Service Contract are backed by a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida P.O. Box 21647, St. Petersburg, FL 33742 . If We fail to perform or make payment under the terms of this Service Contract within sixty (60) days after You request performance or payment, You may apply directly to American Bankers Insurance Company of Florida. Please call 1-866-306-6694 for instructions.

In California, if any promise made in the Contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

STATE REQUIREMENTS

The following Special State Requirements apply if Your Service Contract was purchased in one of the following states and supersede any other provision herein to the contrary:

ARKANSAS

The Section of “Arbitration Provision is amended by adding the following:

“PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT INTRODUCES THAT CLAIMS (AS DEFINED BELOW) COULD BE RESOLVED THROUGH ARBITRATION ON AN INDIVIDUAL BASIS. THE ARBITRATION RESOLUTION IS NON-BINDING AND VOLUNTARY. YOU MAY NOT BE DEPRIVED OF A TRIAL BY JURY.”

ALABAMA

Under the Cancellation of Your Service Contract provision, item 3.b. is amended as follows:

3.b. All cancellations made after thirty (30) days are subject to a twenty-five dollar (\$25.00) cancellation fee. If We cancel this Service Contract, no fee will be charged.

Under the Cancellation of Your Service Contract provision, item 4. is amended to include the following:

If We cancel, We will provide five (5) days written notice. Prior notice is not required if the reason for cancellation is nonpayment of the Service Contract charge or a material misrepresentation by You to Us relating to the covered property or its use.

The following language is added the Cancellation of Your Service Contract provision:

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Contract. This provision applies only to the original purchaser.

ALASKA:

This Agreement is governed by the law of Alaska: AS 21.59.110 — 21.59.290.

Performance or payment of the obligations of the provider under this service contract are insured, and if the provider fails to provide a covered service under the contract within 30 days after the holder notifies the provider of the claim, the holder is entitled to apply directly to the insurer for payment of the provider’s obligation.

You are allowed to have legal representation present when examined under oath.

Proof Of Notice

All notices will be mailed by first class mail to the last known address of You. A certificate of mailing, or certified mail receipt, will be obtained from the U.S. Postal Service or, the notice may be transmitted electronically if You can obtain an electronic confirmation of receipt; a receipt from sending a Certified Mail letter is acceptable. Alternate methods of delivery may be used in addition to mailing or acceptable electronic transmittal, but cannot be used to replace the statutory requirement.

Under the section of “ADMINISTRATOR’S RESPONSIBILITIES”, Sub-Section No. 1. the second paragraph is amended to the following:

If you dispute our determination of coverage, you must notify us in writing of such dispute, and your reasons for the dispute. Any action arising out of or relating to such dispute must be commenced within three (3) years after the cause of action accrues, in accordance with Alaska Statute 09.10.053.

Under the section of “GENERAL PROVISIONS”, sub-section No. 3 and No. 10 is amended to the following:

3. OTHER COVERAGE

In the event a repair is subject to any additional third-party service contracts or warranties, coverage under this Service Contract shall be coordinated with such other applicable coverage. No claim will be denied solely because other service contracts or warranties may also apply.

10. COVERAGE DISPUTES

In the event you dispute all or part of Our determination regarding coverage under this Service Contract, You must notify Us of that dispute. Any action arising out of or relating to such dispute must be commenced within three (3) years after the cause of action accrues, in accordance with Alaska Statute 09.10.053.

Under the section of “WHAT IS NOT COVERED”, item 12 is amended to read:

12. Any Breakdown if, while owned by You, the Vehicle’s odometer: (i) has been tampered with; (ii) has been disconnected; or (iii) is broken and was not immediately repaired, regardless if the Breakdown is related to the odometer, is considered as fraud and/or misrepresentation and is subject to the regulation of Item 5. Provider Cancellation under the section of “CANCELLATION OF YOUR SERVICE CONTRACT.”

Under “CANCELLATION OF YOUR SERVICE CONTRACT”:

Item 1 b. is amended to the following:

- b. After the first thirty (30) days from the contract purchase date will receive a pro-rated refund based upon term. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts. A fifty dollar (\$50.00) cancellation fee, or seven and a half percent (7.5%) of the unearned provider fee, whichever is lesser, will apply.**

The last two paragraphs of section 1 is replaced with the following statements:

All cancellation requests are effective on the date received. In instances of Your cancellation, any refunds owed will be paid or credited no more than 30 days from the date of Provider’s or the Provider’s designee’s receipt of the request to cancel, or sooner if required by the state.

Following cancellation by the contract holder during the full refund period, if the 30-day period for refund payment is not met, a penalty of 10 percent of the full provider fee must be added to the refund for each month the refund remains unpaid; Following cancellation by the contract holder after the full refund period, if the 30-day period for refund payment is not met, a penalty of 10 percent of the unearned provider fee must be added to the refund for each month the refund remains unpaid;

If Your Vehicle is repossessed, stolen, or totaled, the Administrator may, in its sole discretion, waive time limits and request supporting documentation such as insurance statements or police reports indicating the date and mileage of the incident.

Section 2 is replaced with the following statements:

The provider may only cancel for: (1) nonpayment; (2) conviction of the holder 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 holder, or holder's representative, in obtaining the contract or in pursuing a claim; (4) discovery of a grossly negligent act or omission by holder that substantially increases the hazards covered by contract; (5) physical changes in the property covered by contract that result in the property becoming ineligible for coverage; or (6) a substantial breach of duties by holder related to the covered vehicle.

If We cancel, the cancellation will be effective as of the date We determine the reason for cancellation.

Cancellation effective:

- a. Within the first thirty (30) days, You will receive a full refund, less any approved claim amounts;
- b. After the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts.

We will mail written notice to You at Your last known address, stating the effective date of and reason for cancellation, at least five (5) days before the effective date of cancellation; except, notice is not required if the reason cancellation is for nonpayment of the provider fee or fraud or a material misrepresentation by You, in which case no notice is required. Any refund owed will be paid or credited no later than thirty (30) days from the effective date of cancellation, or sooner if required by state law. If the thirty-day period is exceeded, a penalty of ten percent (10%) of the unearned provider fee will be added for each month the refund remains unpaid.

Under the section of "Dispute Resolution/Arbitration Contract and Class Action Waiver", the regulations related to expenses are amended to read:

If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs") unless or until the arbitrator issues an award that provides otherwise. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs unless or until the arbitrator issues an award that provides otherwise. Notwithstanding the foregoing, in an arbitration proceeding conducted in Alaska, the arbitrator's expenses and fees, together with other expenses, shall be paid as provided in the award (AS 09.43.480(d)).

Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party.

ARIZONA

The Section of "Arbitration Provision is amended by adding the following:

"PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT INTRODUCES THAT CLAIMS (AS DEFINED BELOW) COULD BE RESOLVED THROUGH ARBITRATION ON AN INDIVIDUAL BASIS. THE ARBITRATION RESOLUTION IS NON-BINDING AND VOLUNTARY. YOU MAY NOT BE DEPRIVED OF A TRIAL BY JURY."

You have a right to file a complaint with the Department against a Service Company issuing an approved Service Contract by contacting the Department at 602-364-3100 or difi.az.gov.

Under the Cancellation clause,
Section 3.b. is amended to:

b. After the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts. A \$50 administrative fee or 10% of the purchase price of your Service Contract, which is lesser will be charged for cancellation.

Section 4 is amended to:

4. We may cancel at any time if:

- a. Your Vehicle is deemed a total loss, is an unrecovered theft, or is repossessed.
- b. Your Vehicle's odometer is disconnected or altered, or Your Vehicle is determined to be TMU after You purchased the Service Contract.
- c. Your Vehicle is used in a manner not covered by the Service Contract after You purchased the Service Contract.
- d. Your Vehicle is or has been modified after You purchased the Service Contract.
- e. Your Vehicle is an Ineligible Vehicle that is due to an error of You, including a misrepresentation by You.
- f. The charge for the Service Contract is not paid to Us.
- g. The charge for a Mandatory Surcharge is not paid to Us.
- h. Your Vehicle is covered by multiple Service Contracts.
- i. You made material misrepresentation, or provided false, incomplete or misleading information in obtaining this Service Contract or in the submission of a claim.
- j. Your Vehicle does not have a valid manufacturer Vehicle Identification Number (VIN) after You purchased the Service Contract.
- k. The Vehicle's title is branded as salvage, junk, rebuilt, totaled or damaged by flood after You purchased the Service Contract.
- l. There is a substantial change in the usage of the vehicle after You purchased the Service Contract, e.g. Commercial Use or Towing package installed, which was not present at the time of the purchase of the Service Contract. Cancellation will be effective as of the date We are made aware of such change in usage, regardless of when the change in usage occurred.

If We cancel, we shall mail a written notice to your last-known address of the service contract holder contained in our records at least 5 days prior to cancellation by us. The cancellation notice shall state the effective date of the cancellation and the reason for the cancellation.

If a service contract is canceled by us for a reason other than nonpayment of the provider fee, we shall refund You 100 % of the unearned pro-rata provider fee, less any claims paid. A \$50 administrative fee or 10% of the purchase price of your Service Contract, which is lesser will be charged for cancellation.

COLORADO

The policy number is SPCL-2651-MA-1.

CONNECTICUT

Under Definition, below statement was added:

Service: In-home service is not available.

The Section of "Arbitration Provision is amended by adding the following:

"PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT INTRODUCES THAT CLAIMS (AS DEFINED BELOW) COULD BE RESOLVED THROUGH ARBITRATION ON AN INDIVIDUAL BASIS. THE ARBITRATION RESOLUTION IS NON-BINDING AND VOLUNTARY. YOU MAY NOT BE DEPRIVED OF A TRIAL BY JURY.

If there is a dispute regarding the terms of this Service Contract or the coverage of any claim filed with Us, We will make a reasonable effort to solve the dispute with you. If we are unable to resolve the dispute, you may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The Complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of your covered vehicle, the cost of any disputed repairs, and a copy of this Service Contract document. The complaint should be mailed State of Connecticut, Insurance Department, P. O. Box 816, Hartford, CT 06142-0819, Attention: Consumer Affairs.”

The following is added to Section 2 of the Additional Benefits provision:

Any amounts over one hundred dollars (\$100) would be paid for by You.

The following is added to Section 1 of the Cancellation Of Your Service Contract provision:

You may cancel the Service Contract if You return the vehicle or the vehicle is sold, lost, stolen or destroyed.

The following is added under the Terms and Conditions Section:

If the Service Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a service center for repair.

FLORIDA

Under the Definition of Provider, the below statement was added:

In Florida, our Motor Vehicle Service Agreement Company license # is No. 60109.

The contract premium charged for this Contract is not subject to regulation by the Florida Office of Insurance Regulation.

Please note that purchase of the service agreement is not required in order to purchase or obtain financing for a motor vehicle.

Under “CANCELLATION OF YOUR SERVICE CONTRACT” :

Paragraph a & b of Section 4 is amended to read:

4. Cancellation request by You:

- a. In instances of contract holder cancellation during the first 60 days, the refund will be 100% of the gross premium less claims paid. A cancellation fee of fifty dollar (\$50.00), or 5% of the gross premium paid, whichever is lesser, will be applied.
- b. In instances of contract holder cancellation after the first 60 days, contract holder will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned pro rata premium paid for this Service Contract, less any approved claim amounts. A cancellation fee of fifty dollar (\$50.00), or 10% of the unearned pro rata premium, whichever is lesser, will be applied.

Section 5 is replaced with below statements:

- a. The Provider may only cancel the contract for any reasons for the first 60 days from the effective date of the Contract.
- b. After 60 days from the effective date, the Provider may only cancel for: material misrepresentation or fraud by Holder at the time of sale; if the Holder has failed to maintain the motor vehicle as prescribed by the manufacturer; if the odometer has been tampered with or disabled, and the agreement Holder has failed to repair the odometer; and for nonpayment of premium by the agreement holder, in which case the Provider shall provide the Holder notice of cancellation by certified mail.
- c. If the Provider cancels, the cancellation will be effective as of the date the Provider determines the reason for cancellation. Contract holder will receive a 100% pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned pro rata premium paid for this Service Contract, less any approved claim amounts.

Notice of such cancellation will be delivered to You by first class mail. The notice will state the cancellation effective date and reason. Any refunds owed to You will be paid or credited no more than 45 days from the effective date of cancellation by Us or sooner if required by the state.

GEORGIA

Under Administrator's Responsibilities, the last sentence was replaced with: "Any actions or claims arising from this service contract or actions taken by Us under the terms and conditions of the service contract shall be filed in the county of the contract holder's residence."

Dispute Resolution/Arbitration and Class Action Waiver was removed in its entirety.

Under the Cancellation clause, Section 3 is amended to:

"Cancellation requests received:

- a. Within the first thirty (30) days will receive a full refund.** A 10% penalty per month shall be added to the refund that is not paid or credited within 45 days after receipt of the cancellation request.
- b. After the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract.**

All cancellation requests will be effective as of the date received. In addition, all cancellation requests must have an effective date that is no later than forty-five (45) days from the date of receipt. If Your Vehicle is repossessed, stolen, or totaled, this limitation of time may be waived at the Administrator's sole discretion. The Administrator may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident."

The Last paragraph of Section 4 is amended to:

"If We cancel, the cancellation will be effective as of the date We determine the reason for cancellation. You will receive a pro-rata refund of the unearned amount paid for this Service Contract, less any approved claim amounts. Notice of such cancellation will be delivered to You by first-class mail. The notice will state the cancellation effective date and reason. The obligor will mail out a 30 days' notice of cancellation for fraud, material misrepresentation and non-payment"

Under If Your Vehicle Incurs A Breakdown, the following is added to item 2.a.:

The inspection, teardown and/or diagnostic fees for covered repairs only are covered under this Service Contract.

The following is added under General Provisions, Service Contract Validation Period, Item 7:

The validation period does not apply when the automobile manufacturer or dealer provides an underlying warranty with the sale of the vehicle in accordance with Georgia state laws and regulations. Claims occurring during this period should be reported to the selling dealer or manufacturer. The validation period in Georgia will not exceed thirty (30) days or 1,000 miles.

The following are changes under INELIGIBLE VEHICLES:

Item 5. Is deleted and replaced with the followings:

Vehicles modified from manufacturer's specifications by you or with your knowledge. This shall not apply to vehicles equipped with a manufacturer-installed or approved lift kit, provided that the Lift Kit Surcharge is selected on the Registration Page and the corresponding surcharge is paid.

The following are changes under What Is Not Covered:

Item 5. is deleted and replaced with the following:

Any Breakdown caused by: collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, overheating, freezing, rust or corrosion, windstorm, hail, water, flood, normal wear and tear, contamination of fluids or fuels, and misuse, abuse, negligence, and/or failure to protect Your Vehicle from further damage when a Breakdown has occurred.

Item 11. is deleted and replaced with the following:

“Any Breakdown caused by carbon, or carbon build-up.”

Item 13. is amended to state that no benefit is provided for a condition, which already existed when You purchased Your Service Contract or for a Mechanical Breakdown which occurred before You purchased Your Service Contract or during any applicable Validation Period and were known to You.

Item 14. is deleted and replaced with the following:

“Any Breakdown or condition that: already existed when You purchased Your Service Contract and was known to you; occurred before You purchased Your Service Contract; or occurs during the Validation Period.”

Item 16. is deleted and replaced with the following:

Any alterations which have been made to Your Vehicle while owned by You, or You are using or have used Your Vehicle in a manner which is not recommended by the manufacturer, including the failure of any custom or add-on part.

Item 18. is deleted and replaced with the following:

“Breakdowns caused by any alterations made by you or with your knowledge which have been made to Your Vehicle and are not factory-installed. Breakdowns caused by: frame or suspension modifications; oversized/undersized tires or wheels; lift kits (unless the appropriate surcharge has been paid); trailer hitches; or any other modifications to any of Your Vehicle’s systems.”

IDAHO

Notice - Coverage afforded under this Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

Under What Is Not Covered, paragraph 12. is amended to read:

A gradual reduction in operating performance due to wear and tear does not constitute a Breakdown.

Under What Is Not Covered, paragraph 14. is amended to read:

For any repair or replacement of any covered part if a Breakdown has not occurred.

Under Cancellation Of Your Service Contract, Sections 1, 2 and 3 are deleted and replaced with the following:

1. All requests for cancellation shall be made to the Administrator. Upon request for cancellation, submit to the Administrator all of the following: a written request for cancellation that includes Your signature; a statement of vehicle mileage at the time of cancellation; and proof of warranty purchase.

Upon receipt of the required information, the Administrator will calculate and determine the pro-rata refund percentage figure based on the time or mileage, whichever refund is less.

2. If a request is made within thirty (30) days of purchase, a full refund will be allowed.
3. If a request is made after thirty (30) days of purchase, a pro-rata refund percentage figure will be provided, less any claims paid.

INDIANA

This Service Contract is not a contract of insurance and is not subject to Indiana insurance law.

IOWA

If you have question regarding this Service Contract, You may contact the Administrator by mail or by phone. Refer to the Page for the Administrator’s address and toll-free telephone number. Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. Tel: (515) 654-6600.

Under Cancellation of Your Service Contract, item 1, 2 and 3 are deleted and replaced with the following: “You may cancel this Service Contract at any time. An odometer statement indicating the odometer reading at the date of the request will be required. If this Service Contract is canceled by You within the first thirty (30) days, We will refund the entire Service Contract Purchase price. If this contract is canceled after the first thirty (30) days, We will refund the unearned Service Contract purchase price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produces using the number of days the Service Contract was in force or the number of miles or the Vehicle was driven prior to cancellation., less a cancellation fee of fifty dollars (\$50) or 10% of the original purchase price, which is lesser. If **We** cancel the **Contract**, Written notice of such cancellation will be mailed to **You** at least fifteen (15) days before the date of the cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Contract to Us. Prior notice of cancellation by **Us** is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by **You** to **Us** or the Administrator, or a substantial breach of duties by **You** relating to the covered product or its use.”

KENTUCKY

The following is added under Plan Coverage under Rental Benefit:

This benefit only applies in the event of mechanical failure of a warranted Vehicle component.

LOUISIANA

This agreement is not insurance, is not regulated by the Louisiana Department of Insurance, and complaints or concerns regarding this agreement may be directed to the Office of the Louisiana Attorney General.

MAINE

The following language is added the Cancellation of Your Service Contract provision:

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Contract. Cancellation requests received after thirty (30) days of purchase or if a claim has been filed will receive a pro-rata refund based on the unearned amount paid for this Service Contract, less any approved claim amounts. All cancellations are subject to a fifty dollar (\$50.00) processing fee or 10% of the Service Contract charge, whichever is less.

If We cancel this Service Contract, We will mail You written notice of cancellation within fifteen (15) days of cancellation. The written notice will provide the reason for the cancellation and the cancellation effective date. If We cancel this Service Contract for any reason other than non-payment of the Service Contract purchase price, We will refund 100% of the unearned pro rata Service Contract purchase price, less any approved claim amounts.

MARYLAND

The service contract will be extended automatically when the provider fails to perform the services under the service contract. The service contract does not terminate until the services are provided in accordance with the terms of the service contract.

Under the Section “Dispute Resolution/Arbitration Contract and Class Action Waiver”, this statement is deleted: “In this Arbitration Contract and Class Action Waiver (collectively including all of this section of this Contract), You, We, and the Administrator (the “Parties”)

are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution.”, and replaced with: “If the guarantor or provider breaches any duties under this Agreement, You may file an action in any court of competent jurisdiction.”

Under Cancellation Of Your Service Contract, Items 3) a. and b. are deleted and replaced with the following:

- a. Cancellation requests received within thirty (30) days will receive a full refund, provided no claims have been paid.
- b. All other cancellations are subject to a fifty dollar (\$50) cancellation fee.

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Contract.

Under What is Not Covered,

Item 5. is replaced with:

5. “Any Breakdown caused by: collision; fire; theft; vandalism; riot; explosion; lightning; earthquake; overheating; freezing; rust or corrosion; windstorm; hail; water; flood; normal wear and tear; a sludging or gelling condition; carbon build-up or contamination; contamination of fluids or fuels; and misuse, abuse, negligence, and/or failure to protect Your Vehicle from further damage when a Breakdown has occurred. Except for normal wear and tear of the component under appropriate maintenance instructed by the Manufacturer.”

Section INSURANCE STATEMENT is replaced with the below:

NOTICE: This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Service Contract should be interpreted and understood within the meaning of a “service contract” in Public Law #93-637. Our obligations under this Service Contract are backed by a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida (P.O. Box 21647, St. Petersburg, FL 33742). If We fail to pay any claim or make any refund under the terms of this Service Contract within sixty (60) days after You request performance or payment, You may apply directly to American Bankers Insurance Company of Florida. Please call 1-866-306-6694 for instructions.

MASSACHUSETTS

In Massachusetts - **We, Us, Our** and means the Dealer from whom You purchased the Vehicle and this Service Contract.

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

Chapter 90, Section 7N1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows:

Used Vehicles with less than 40,000 miles at the time of sale:

- Provides coverage for 90 days or 3,750 miles, whichever occurs first.

Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale:

- Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale:

- Provides coverage for 30 days or 1,250 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Service Contract:

In addition to the dealer warranty required by this law, You have elected to purchase this Service Contract, which may provide You with additional protection during the dealer warranty period. Further, if the Plan Period is longer than the required dealer warranty period, this Service Contract will provide protection after the dealer warranty has expired. You have been charged separately only for this Service Contract. The required dealer warranty is provided free of charge. Furthermore, the terms stated in the Definitions, Plan Coverage and What Is Not Covered sections of this Service Contract apply only to this Service Contract and are not the terms of the required dealer warranty.

MINNESOTA

The coverages listed below are provided to You by the dealer at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows:

Used Vehicles with less than 36,000 miles at the time of sale:

- Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used Vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale:

- Provides coverage for 30 days or 1,000 miles, whichever occurs first.

Engine: Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter.

Transmission: Case; Internal Parts; Torque Converter; or the Manual Transmission Case and Internal Parts.

Drive Axle: Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis.

Brakes: Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers.

Steering: Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston and Rack.

Note: The following parts are covered only on Vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator and Starter.

The above coverages are excluded from this Service Contract during the applicable warranty period, unless the dealer becomes unable to meet its obligations. Your rights and obligations are fully explained in the dealer issued Used Vehicle Warranty document.

The following are changes to Section 4 of the Cancellation of Your Service Contract section:

Section b. is deleted and replaced with the following:

- b. Your Vehicle's odometer is disconnected or altered or the true and actual miles cannot be determined while owned by You.

Sections i. is deleted in its entirety.

If We cancel this Service Contract, We will provide fifteen (15) days written notice. If the reason for cancellation is nonpayment of the Service Contract charge, a material misrepresentation by You to Us, or a substantial breach of duties You relating to the covered Vehicle or its use, We will provide five (5) days written notice.

The following is added to the Refund section:

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Contract .

Paragraphs 2 and 3 are deleted in their entirety from the Ineligible Vehicles section.

The following are changes under What Is Not Covered:

In Paragraph 5, "rust or corrosion" is deleted.

Paragraph 13, is deleted in its entirety and replaced with the following:

Any Breakdown or condition which occurs during the Validation Period if applicable.

MISSISSIPPI

Under the Cancellation of Your Service Contract provision, item 3. is replaced with the following:

3. Cancellation request received:

- a. Within twenty (20) days of the date the contract was mailed to You ("Service Contract Holder"); or
- b. Within ten (10) days of the delivery if the contract was delivered to you at the time of the sale.

Upon return of the contract to the Provider within the above (a) & (b) applicable time period, if no claim has been made under the contract prior to its return to the Provider, the contract will be voided, and the Provider will refund to You, or credit to the account of You, the full purchase price of the contract if You paid in full, or any other amount received by the Provider if the contract was paid monthly. The right to void the contract provided in this subsection is not transferrable, applied only to the original contract holder ("You"), and is allowed only when no claim has been made prior to its return to the Provider. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the contract to the Provider.

c. Subsequent to the time period specified in the above (a) & (b), or if a claim has been made under the contract within that time period, You may cancel the contract, and the Provider shall refund to You one hundred percent (100%) of the unearned pro rata purchase price of the contract, less the amount of any claims paid. A fifty dollars (\$50) cancellation fee, or ten percent (10%) of the gross contract fee paid by You, which is lesser, will be charged by the Provider.

All cancellation requests will be effective as of the date received. In addition, all cancellation requests must have an effective date which is no later than forty-five (45) days from the date of receipt.

If Your Vehicle is repossessed, stolen, or totaled, this limitation of time may be waived at the Administrator's sole discretion. The Administrator may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

item 4. is replaced with the following:

Cancellation by the Provider:

1. Cancellation by the Provider shall only occur in instances of nonpayment of the contract fee, material misrepresentation by You to the Provider, or a substantial breach of duties by You relating to the covered product or its use, including but not limited to:
 - a. Your Vehicle is deemed a total loss, is an unrecovered theft, or is repossessed.
 - b. Your Vehicle's odometer is disconnected or altered, or Your Vehicle is determined to be TMU.
 - c. Your Vehicle is used in a manner not covered by the Service Contract.
 - d. Your Vehicle is or has been modified.
 - e. Your Vehicle is an Ineligible Vehicle.
 - f. The charge for the Service Contract is not paid to Us.
 - g. The charge for a Mandatory Surcharge is not paid to Us.
 - h. Your Vehicle is covered by multiple Service Contracts.
 - i. You made material misrepresentation, or provided false, incomplete or misleading information in obtaining this Service Contract or in the submission of a claim.
 - j. Your Vehicle does not have a valid manufacturer Vehicle Identification Number (VIN).
 - k. The Vehicle's title is branded as salvage, junk, rebuilt, totaled or damaged by flood after You purchased the Service Contract.
 - l. The Seller was not authorized by Us to sell the Service Contract.
 - m. There is a substantial change in the usage of the vehicle, e.g. Commercial Use or Towing package installed, which was not present at the time of the purchase of the Service Contract. Cancellation will be effective as of the date We are made aware of such change in usage, regardless of when the change in usage occurred.
2. In the event of cancellation by a Service Contract Provider for reason other than nonpayment of the contract fee, the Provider shall refund to You one hundred percent (100%) of the unearned pro rata purchase price of the contract, less the amount of any claims paid. A fifty dollars (\$50) cancellation fee, or ten percent (10%) of the gross contract fee paid by You, which is lesser, will be charged by the Provider.

Under If Your Vehicle Incurs A Breakdown, paragraph 1), the following is added:

In the event of emergency repairs which are essential to public health, safety or welfare, and You are unable to reach the Administrator outside normal business hours to obtain prior authorization, You may proceed with repairs, but, payment will be made in accordance with this Contract.

MISSOURI

The following is added to the Service Contract:

This Service Contract is not an insurance policy. Unless otherwise regulated under state law, the contents of this Service Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. The obligations under this Service Contract are insured by a policy of insurance issued by American

Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, FL 33742, 1-866-306-6694. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, including a claim for the refund of the unearned purchase price, or Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

The following is added under the Cancellation Of Your Service Contract Section:

If this Service Contract is cancelled, We shall mail written notice of cancellation to You within forty-five (45) days of cancellation. If You cancel this Service Contract within thirty (30) days of the Service Contract purchase date, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the Service Contract. Cancellation requests received after thirty (30) days of purchase or if a claim has been filed will receive a pro-rata refund based on the unearned amount paid for this Service Contract, less any approved claim amounts. All cancellations are subject to a fifty dollar (\$50.00) processing fee.

The following is added under the section entitled If Your Vehicle Incurs A Breakdown, Item 1:

For emergency repairs over \$350.00, contact the Claims Department the next business day during normal business hours.

MONTANA

The following is added to the Cancellation provision:

We shall mail a written notice to You at Your last-known address contained in Our records at least five (5) days prior to the cancellation by Us. Prior notice is not required if the reason for cancellation is for:

- a. nonpayment of the Service Contract price;
- b. a material misrepresentation by You to Us; or
- c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

NEBRASKA

The Section of "Arbitration Provision is amended by adding the following:

"PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT INTRODUCES THAT CLAIMS (AS DEFINED BELOW) COULD BE RESOLVED THROUGH ARBITRATION ON AN INDIVIDUAL BASIS. THE ARBITRATION RESOLUTION IS NON-BINDING AND VOLUNTARY. YOU MAY NOT BE DEPRIVED OF A TRIAL BY JURY."

NEW HAMPSHIRE

This agreement is not insurance and is not a policy of insurance, a guaranty, a surety, or a mutual insurance contract. It is a vehicle service contract, which may be subject to regulation under applicable state laws governing vehicle service contracts, including those overseen by the New Hampshire Insurance Department.

In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, or by phone at (603) 271-2261.

Under the section of "ADMINISTRATOR'S RESPONSIBILITIES", Sub-Section No. 1. the second paragraph is amended to the following:

If you dispute our determination of coverage, you must notify us in writing of such dispute, and your reasons for the dispute, within sixty (60) days of Our final determination. Failure to notify us within this time period will be deemed a waiver of any such dispute.

Under "CANCELLATION OF YOUR SERVICE CONTRACT" :

Item 1 a. & b. are amended to the following:

- a. **Within the first thirty (30) days from the contract purchase date will receive a full refund.**
- b. **After the first thirty (30) days from the contract purchase date will receive a pro-rated refund based upon term. The refund will be based on the unearned amount paid for this Service Contract. A fifty dollar (\$50.00) cancellation fee, or ten percent (10%) of the unearned provider fee, whichever is lesser, will apply. The refund will not be reduced by any previously approved claims or claims in process.**

The last paragraph of Item 2 is amended to the following:

“If We cancel, the cancellation will be effective as of the date We determine the reason for cancellation. You will receive a pro-rata refund of the unearned amount paid for this Service Contract. No deductions will be made for approved claims or claims in process. Notice of such cancellation will be delivered to You by first class mail. The notice will state the cancellation effective date and reason.”

The Section of “Arbitration Provision” is amended by adding the following:

“Any arbitration provision contained in this Contract is expressly subject to the New Hampshire Arbitration Act (RSA Chapter 542). By agreeing to arbitration, the consumer waives the right to bring a claim in a court of law, except as otherwise permitted under RSA 542. Nothing in the Arbitration Section shall limit, waive, or impede any rights of the consumer under RSA 542, including the right to seek judicial review of an arbitration award, as allowed by New Hampshire law.”

NEW JERSEY

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

Under Cancellation Of Your Service Contract, Item 3) a. is deleted and replaced with the following:

- a. If You return this Service Contract within thirty (30) days of the date the Service Contract was mailed to You and if no claim has been made, the Service Contract shall be void and You shall receive the full purchase price of the Service Contract. A cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to the refund that is not paid or credited within forty-five (45) days after the return of the Service Contract to Us.

Under the Cancellation of Your Service Contract provision, item 4. is amended to include the following:

If We cancel this Service Contract for any reason other than non-payment of the Service Contract price or for material misrepresentation or omission by You, or for a substantial breach of contractual obligations concerning the property or its use, notice of cancellation will be mailed to You at your last known address provided to our Administrator no less than five (5) days prior to the cancellation of Your Service Contract. The notice shall state both the reason for cancellation and the effective date of the cancellation.

NEW MEXICO

Under Cancellation Of Your Service Contract, Item 3) a. is deleted and replaced with the following:

- a. If You cancel this Service Contract within thirty (30) days of the date the Service Contract was mailed to You and if no claim has been made, the Service Contract shall be void and You shall receive the full purchase price of the Service Contract. If we fail to refund the Service Contract purchase price within sixty (60) days after You return the Service Contract to Our Administrator, a penalty of ten percent (10%) of the Service Contract purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid will be added to Your refund. This provision applies only to the original purchaser.

Section 4 is deleted in its entirety and replaced with the following:

If this Service Contract has been in effect for less than seventy (70) days, We may cancel for any reason. After this Service Contract has been in effect seventy (70) days or more, We may only cancel for one or more of the following reasons:

- a. Your failure to pay an amount when due;
- b. Your conviction of a crime that results in an increase in the service required under this Service Contract;
- c. Discovery of fraud or material misrepresentation by You in obtaining this Service Contract or in presenting a claim for service hereunder;
- d. The Dealer was not authorized by Us to sell the Service Contract;
- e. Discovery by Us that the Vehicle is being used in a manner not covered under the Service Contract, or that the Vehicle is otherwise ineligible for coverage under the Service Contract;
- f. Your Vehicle is a total loss, an unrecovered theft, or repossessed;
- g. Discovery of either of the following if it occurred after the effective date of this Service Contract and substantially and materially increased the service required under the Service Contract:
 - i. An act or omission by You; or
 - ii. A violation by You of any condition of this Service Contract.

Notice of cancellation will be mailed to You fifteen (15) days prior to the effective date of cancellation. The notice of cancellation will state one of the above mentioned bases of cancellation and will include any reimbursement required.

NEW YORK

Under Cancellation Of Your Service Contract, Item 3) a. is deleted and replaced with the following:

- a. If You return this Service Contract within thirty (30) days of the date the Service Contract was mailed to You and if no claim has been made, the Service Contract shall be void and You shall receive the full purchase price of the Service Contract. A cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to the refund that is not paid or credited within thirty (30) days after the return of the Service Contract to Us.

The following is added to the Cancellation Of Your Service Contract Provision, Section 4:

If We cancel this Service Contract, We will mail a written notice to Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective reimbursement required under Section 3 of this provision. Written notice is not required if the reason for cancellation is nonpayment of the Service Contract price, a material misrepresentation, or a substantial breach of duties by You relating to the vehicle or its use.

NORTH CAROLINA

Under Cancellation Of Your Service Contract – Section 3. b. is amended as follows:

- a. b. After the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts. A cancellation of fifty dollars (\$50.00) or 10% of the pro-rate refund amount, whichever is less, will apply. In the event of cancellation, the lien holder, if any, will be named on a cancellation refund check as their interest may appear.

Under Cancellation of Your Service Contract, the following replaces Section 4, Paragraphs a-j:

We may cancel this Service Contract only for non-payment of the Service Contract purchase price or for a direct violation of the Service Contract by You.

OKLAHOMA

On the registration page, the section Disclosures is amended to add the following:

“This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.”

Under the Definition of Provider, the below statement was added:

In Oklahoma, our Service Warranty Association license # is No. 519224537.

Under the section of “Cancellation”:

Section 3. b is amended to the following:

b. After the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts. A \$50 administrative fee or 10% of the purchase price of your Service Contract, which is lesser, will be charged for cancellation.

Under the section of ‘Transfer of Service Contract’:

- Below statement is deleted from this contract:

“Transfer of Service Contract does not include transfer of the 24 Hour Roadside Assistance Program.”

- The last paragraph is replaced with the following statements:

“After this Service Contract is transferred, provided the transferee requests to cancel this contract, the Transferee is required to initiate the cancellation request in accordance with the 'Cancellation' provision of this contract. The cancellation refund will be calculated and issued in accordance with the 'Cancellation' and 'Refund' provisions of this Contract. The refund amount will be based on the total contract premium amount paid under this Contract, not solely on the amount paid by the Transferee.”

Under the section of “Refund”:

- The Second paragraph is replaced with the following statements:

“Provider has the responsibility for the refund of any amounts owed to You. In the event a refund is due upon the cancellation of this Service Contract, Seller shall then effectuate the refund owed to You.”

OREGON

Under the section of ‘**If Your Vehicle Incurs a Breakdown**’, Sub Section 1 (“How to file a claim) is amended to add a Paragraph G as follows:

G. Emergency Repairs: In the event that a Mechanical Breakdown of a covered part occurs when Our office is closed and emergency repairs are necessary, You may follow the claim procedures and commence emergency repairs without securing Our prior authorization. However, You or the authorized service representative must notify Us at (800) 871-0467 of the repairs as soon as Our office reopens. You must submit written information and documentation concerning the Mechanical Breakdown and repairs no later than thirty (30) days after the Mechanical Breakdown. Reimbursement of emergency repairs will be subject to all terms and conditions of this 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 when Our office reopens.

The last paragraph in Bold is replaced with the following:

“repairs without prior authorization will not be covered OR reimbursed, except for emergency repairs as regulated in Paragraph G.”

Under the section of “Cancellation and Transfer”, below statement is deleted:

“THIS CONTRACT IS NOT TRANSFERABLE”

The Section of “Arbitration Provision is amended by adding the following:

“There should be mutual agreement at the time of the dispute, arbitration should occur in Oregon (unless another location is mutually agreed upon), and arbitration should be according to Oregon laws.”

SOUTH CAROLINA

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 by phone at (800) 768-3467.

Under Cancellation Of Your Service Contract – Section 3 Paragraphs a. and b. are deleted and replaced with the following:

- a. If this Service Contract is canceled within the first sixty (60) days and no claims have been filed, We will refund the entire Service Contract charge paid.
- b. If this Service Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Service Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins.

The following is added to the Terms and Conditions Section:

If You dispute a claim You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, SC 29201.

TEXAS

The Cancellation Of Your Service Contract section is deleted in its entirety and replaced with the following:

1. You may cancel this Service Contract at any time by forwarding Your written request directly to Us. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this Service Contract is canceled by You within the first sixty (60) days and no claims have been filed, We will refund the entire Service Contract purchase price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us. If this Service Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund the unearned Service Contract purchase price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the Service Contract was in force prior to cancellation or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50.00).

2. We may cancel this Service Contract based on one or more of the following reasons:

(A) non-payment of the Service Contract purchase price; (B) a material misrepresentation made by You; (C) a substantial breach of duties by You under the Service Contract relating to the Vehicle or its use; (D) the Vehicle is used in a manner not covered by this Service Contract; (E) the Vehicle is an Ineligible Vehicle; (F) The Vehicle is a total loss, an unrecovered theft, or is repossessed; or (G) The Dealer was not authorized to sell the Service Contract. If this Service Contract is canceled by Us, We will refund the unearned Service Contract purchase price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Service Contract was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50.00).

If We cancel the Service Contract, We shall send a written notice of cancellation to You via first class mail to Your most recent address on file with Us. The notice will state the effective date of cancellation and the reason for cancellation.

Under the Definition of Provider, the below statement was added:

In Texas, our Service Contract Provider license # is No. 705.

UTAH

The following is added to the Terms and Conditions section:

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

Under the Cancellation Of Your Service Contract section, Item 4) is deleted and replaced with the following:
We may cancel this Service Contract within the first sixty (60) days for any reason. If this Service Contract has been in effect for more than sixty (60) days, We may cancel this Service Contract only for one or more of the following reasons:

- a. Nonpayment of the Service Contract price;
- b. Material misrepresentation;
- c. A substantial change in the risk assumed by Us unless We should reasonably have foreseen the change or contemplated the risk when entering this Service Contract;
- d. Substantial breaches of contractual duties, conditions, or warranties, under this Service Contract;
- e. The Vehicle is an Ineligible Vehicle or is used in a manner not covered by this Service Contract;
- f. The Vehicle is a total loss, unrecovered theft, or is repossessed; or
- g. The Dealer was not authorized to sell the Service Contract to You.

Under the Refund section, the following is added:

If We cancel this Service Contract, You will receive a refund in accordance with Item 3) of the Cancellation Of Your Service Contract section. We will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days in advance, and at least ten (10) days in advance if the reason for cancellation is nonpayment of the Service Contract price, before We cancel this Service Contract. Such cancellation notice will be delivered or mailed by first class mail.

Under the If Your Vehicle Incurs a Breakdown Section, the section entitled Payment Or Reimbursement of Claims is amended to state that failure to request reimbursement for a claim within one hundred eighty (180) days of the claim approval does not invalidate Your right to reimbursement if You show it was not reasonably possible to request reimbursement within one hundred eighty (180) days.

The last paragraph under the If Your Vehicle Incurs A Breakdown Section, Item 1) is deleted and replaced as follows:

For emergency repairs, should a breakdown occur outside of the Administrator's normal business hours, the pre-authorization requirement is amended. The Administrator must still be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in case of excessive parts or labor charges. Failure of the Contract holder to give any notice or file any proof of loss required by the policy within the time specified in the policy DOES NOT invalidate a claim made by the insured, IF the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

The following is added to the Service Contract:

You may include the Service Contract price with the financing of the Vehicle, or pay the Administrator for the entire amount of the Service Contract separately.

VERMONT

Under Cancellation Of Your Service Contract, Items 3a. and 3b. are deleted and replaced with the following:

- a. Cancellation requests received within the first thirty (30) days of this Service Contract will receive a full refund with no cancellation fee, provided no claims have been paid.
- b. Cancellation requests received after the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts. A fifty dollar (\$50.00) cancellation fee will apply.

WASHINGTON

This agreement is not an insurance contract.

The section of Insurance Statement is replaced with the following statements:

'The Provider's obligations under this Service Contract are insured by American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, Florida 33742, Policy number SFN-2091-WA-1. You may file a claim directly with American Bankers Insurance Company of Florida at any time. Please call 1-866-306-6694 for instructions.'

The following are added to the DEFINITIONS provision:

SERVICE CONTRACT PURCHASE PRICE/PROVIDER FEE: the price paid by You for the purchase of this Service Contract.

REIMBURSEMENT INSURANCE POLICY: a policy of insurance issued to the Service Contract Provider to provide reimbursement to the Service Contract Provider to pay on behalf of the Service Contract Provider all contractual obligations incurred by the Service Contract Provider under the terms of the Service Contract issued/sold by Issuing Dealer/Service Contract Seller.

SERVICE CONTRACT PURCHASER/HOLDER: the purchaser of this Service Contract as named in the Registration Page of YOUR properly designated transferee.

ISSUING DEALER/SERVICE CONTRACT SELLER: the person who sells the Service Contract to the Service Contract Purchaser/Holder.

YOU OR YOUR: the SERVICE/CONTRACT PURCHASER/HOLDER as named on the Registration Page or YOUR properly designated transferee.

VEHICLE means any vehicle subject to registration under Chapter 46.16 RCW described on the Registration Page that is covered under this Service Contract, regardless of whether or not the vehicle has been previously owned, sold or titled.

Under the section of 'If Your Vehicle Incurs a Breakdown', Sub Section 1 ("How to file a claim) is amended to add a Paragraph G as follows:

G. Emergency Repairs: In the event that a Mechanical Breakdown of a covered part occurs when Our office is closed and emergency repairs are necessary, You may follow the claim procedures and commence emergency repairs without securing Our prior authorization. However, You or the authorized service representative must notify Us at (800) 871-0467 of the repairs as soon as Our office reopens. You must submit written information and documentation concerning the Mechanical Breakdown and repairs no later than thirty (30) days after the Mechanical Breakdown. Reimbursement of emergency repairs will be subject to all terms and conditions of this 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 when Our office reopens.

The last paragraph in Bold is replaced with the following:

"repairs without prior authorization will not be covered OR reimbursed, except for emergency repairs as regulated in PARAGRAPH g."

The following are changes to the TERMS AND CONDITIONS section:

Item 2. VEHICLE MAINTENANCE AND MAINTENANCE REQUIREMENTS, Paragraph 2 is replaced with the following:

'Any claims for certain failed part of the vehicle under this Service Contract is only valid for coverage if that certain failed part of Vehicle has been maintained in accordance with the manufacturer's specifications. Keep copies of all receipts (oil changes, lubrication, etc.). Proof of maintenance may be required when You file a claim.'

The following are changes to the GENERAL PROVISIONS section:

Item 2. Subrogation and Our Right to Recover Payment is amended by adding the following:

Our subrogation rights do not become effective until You have been made whole and fully reimbursed for Your loss.

The ARBITRATION PROVISION is deleted and replaced with the following:

BINDING ARBITRATION

Read the following arbitration provision carefully. It limits certain of Your rights, including Your right to obtain relief or damages through court action. To begin binding Arbitration, either You or We must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the Claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state in which You maintain Your permanent residence. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AND WE AGREE AND UNDERSTAND THAT this arbitration provision means that You and We give up the right to go to court on any Claim covered by this provision. You also agree that any arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck. Nothing in this 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Contract. All arbitrations will be held in the county in which You maintain Your permanent residence.

The following change is to the WHAT IS NOT COVERED provision:

Item 1 is amended by adding the followings:

'except for Emergency Repairs.'

Item 9 is amended by adding the following:

'Your failure to perform maintenance must involve the failed part(s).'

The following are changes to the Cancellation Of Your Service Contract section:

Items 1. a & b are amended to the following:

a. Within the first thirty (30) days will receive a full refund.

b. After the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract. A cancellation fee of \$25, or 10% of the unearned pro-rata premium, whichever is lesser, will be applied.

Also amended to include the below statements:

A ten percent (10%) penalty per month shall be added to the refund that is not paid or credited within thirty (30) days after the return of the Service Contract to Us.

Return to the Dealer, Administrator, or Provider to complete and sign the cancellation forms, or mail written notice to the Dealer, Administrator, or Provider if You desire to cancel the Contract.

You may also contact the insurance company directly for cancellation.

Item 2. a - m is amended to the following:

We may cancel for any reason within the first sixty (60) days. After sixty (60) days We are fully obligated under the terms of this Service Contract.

Item 1. Is also amended to include the below statements:

Written Notice of cancellation will be delivered to You at the last known address on file with Us for You at least twenty-one (21) days prior to cancellation. The Notice of Cancellation will be sent by certified

mail, return receipt requested, and shall state the effective date of the cancellation and the true and actual reason for the cancellation. Any reimbursement due to you will be included.

Item 4 is added as shown below:

In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.”

WISCONSIN

The Section of “Arbitration Provision is amended by adding the following:

“PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT INTRODUCES THAT CLAIMS (AS DEFINED BELOW) COULD BE RESOLVED THROUGH ARBITRATION ON AN INDIVIDUAL BASIS. THE ARBITRATION RESOLUTION IS NON-BINDING AND VOLUNTARY.”
THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Under **CANCELLATION OF YOUR SERVICE CONTRACT:**

Section 3 is replaced with the following:

3. Cancellation requests received:

- a. Within the first thirty (30) days will receive a full refund, less any approved claim amounts
- b. After the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts. A \$50 administrative fee, or 10% of the provider fee, which is lesser will be charged for cancellation.

All cancellation requests will be effective as of the date received. In addition, all cancellation requests must have an effective date which is no later than forty-five (45) days from the date of receipt.

If Your Vehicle is repossessed, stolen, or totaled, this limitation of time may be waived at the Administrator’s sole discretion. The Administrator may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident

In the event of a total loss of property covered by the contract that is not covered by a replacement of the Vehicle pursuant to the terms of the 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.

If we do not pay or credit a refund within 45 days after the return of a service contract to us, there will be a 10 % per month penalty of the refund amount outstanding which we shall add to the amount of the refund.

Section 4 is replaced with the following:

4. We may cancel at any time if:

- a. Nonpayment of the provider fee
- b. A material misrepresentation by You
- c. A substantial breach of duties by You relating to the vehicle or its use, see the section “Ineligible vehicles”

If We cancel, we shall mail a written notice to your last-known address of the service contract holder contained in our records at least 5 days prior to cancellation by us. The cancellation notice shall state the effective date of the cancellation and the reason for the cancellation.

If a service contract is canceled by us for a reason other than nonpayment of the provider fee, we shall refund You 100 % of the unearned pro-rata provider fee, less any claims paid.

A \$50 administrative fee, or 10% of the provider fee, which is lesser will be charged for cancellation.

A new Section 5 is added as the following:

5. Right of Void the Contract by You:

You may return the service contract within 30 days of the date the service contract was mailed to You, or delivered to You at the time of sale. Upon return of the service contract to us within the applicable period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund You, or credit the account of You, the full purchase price of the service contract. Unless otherwise stated in a service contract, the right to void a service contract under this paragraph is not transferable and shall apply only to the original service contract purchaser. If we do not pay or credit a refund within 45 days after the return of a service contract to us, there will be a 10 % per month penalty of the refund amount outstanding which we shall add to the amount of the refund.

WYOMING:

The Section of “Arbitration Provision is amended by adding the following:

“PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT INTRODUCES THAT CLAIMS (AS DEFINED BELOW) COULD BE RESOLVED THROUGH ARBITRATION ON AN INDIVIDUAL BASIS. THE ARBITRATION RESOLUTION IS NON-BINDING, NON-MANDATORY AND VOLUNTARY. ANY ARBITRATION PROCEEDINGS SHALL BE CONDUCTED WITHIN THE STATE OF WYOMING”

Under the Cancellation clause, Section 3 is amended to add:

Only the original contract holder can apply section 3. A, when a full refund is available.

A 10% penalty per month shall be added to the refund that is not paid or credited within 45 days after receipt of the cancellation request. All cancellation requests will be effective as of the date received. In addition, all cancellation requests must have an effective date that is no later than forty-five (45) days from the date of receipt.

The Last paragraph of Section 4 is amended to:

“If We cancel, You will receive a pro-rata refund of the unearned amount paid for this Service Contract, less any approved claim amounts. Notice of such cancellation will be delivered to You by first-class mail at least ten (10) days prior to cancellation by us. The notice will state the cancellation effective date and reason.”

