

# Assurant® Vehicle Care

Agreement # FU004987

## Vehicle Service Contract Wrap For New & Pre-Owned Vehicles INFORMATION SCHEDULE

### VEHICLE

Year, Make, Model, VIN 2025 CHEVROLET TRAX LS KL77LFEP2SC153525  
Current Mileage 15 Vehicle Purchase Price 22,885.00

### CUSTOMER

Buyer THEA Harry Co-Buyer  
Address, City, State, ZIP 850 WIEGAND CT New York NY 10011  
Phone Cell 707-558-5360 Home 707-558-5360 Email

### SELLING DEALER

Dealer Name, Dealer # MenuverseTesting AVCTEST  
Address 12758 Domingo Court  
City, State, ZIP Parker CO 80134  
Phone 516-300-4457  
Representative ID#

### LIENHOLDER/LESSOR/PAYMENT PLAN PROVIDER

Name ALLY FNCL  
Address PO BX 8128  
City, State, ZIP 1980 NY 10011  
Phone 707-558-5360

### VEHICLE SERVICE CONTRACT INFORMATION

|                                   |         |                        |            |
|-----------------------------------|---------|------------------------|------------|
| Coverage Plan                     | Premium | Purchase Date          | 01/24/2025 |
| Term Months                       | 72      | Expiration Date        | 01/24/2031 |
| Term Miles                        | 85,000  | Current Mileage        | 15         |
| Selling Dealer Network Deductible | \$0.00  | Expiration Mileage     | 85,015     |
| Out-of-Network Deductible         | 0.00    | Service Contract Price | 1,202.76   |

WASHINGTON ONLY: INITIAL THE BOX BELOW IF YOUR SELLING DEALER IS LOCATED IN THE STATE OF WASHINGTON

☐ By initialing this box, You acknowledge that You have read, understand and agree to the terms and conditions of this Vehicle Service Contract Wrap, including, but not limited to:  
A. Requirements for maintaining Your Vehicle and retaining maintenance records under Section VII. Your Responsibilities.  
B. Procedures required to file a claim under Section VI. What To Do If Repairs Are Needed and Section VII. Your Responsibilities.  
C. Parts covered for the Coverage Plan shown on the Information Schedule and under Section II. What This Service Contract Covers.  
D. Term Months shown on the Information Schedule and within Section VIII. General Provisions, sub-section #1. Service Contract Term.  
E. The Implied Warranty of Merchantability on the Vehicle listed on the Information Schedule is not waived if this Vehicle Service Contract Wrap has been purchased within 90 days of the purchase date of the Vehicle from the Selling Dealer who also sold the Vehicle covered by this Vehicle Service Contract Wrap.  
F. Exclusions of coverage under Section IV. Maintenance & Parts This Service Contract Does Not Cover and Section V. Service Contract Limitations.  
G. Cancellation provisions and conditions under Section VIII. General Provisions, sub-section #8. How This Service Contract May Be Canceled.  
H. Benefits may be transferred when eligible to an individual who purchases this Vehicle. Please refer to Section VIII. General Provisions, sub-section #7. How This Service Contract May Be Transferred.

#### Notice to Customer:

- The purchase of this Vehicle Service Contract Wrap is optional, cancelable and not required to obtain financing or to purchase or lease this Vehicle. The Service Contract Price may be financed with the purchase of this Vehicle. Other payment options may be available.
  - You must follow the maintenance guidelines listed in Section VII. Your Responsibilities. If Your failure to follow the maintenance guidelines causes a Breakdown, You may be denied coverage.
  - You are required to obtain authorization prior to beginning any repairs covered by this Vehicle Service Contract Wrap. Refer to Section VII. Your Responsibilities for instructions.
  - This Vehicle Service Contract Wrap runs concurrent with, and is secondary to, any applicable Warranty.
  - If the manufacturer's Warranty is void at the Purchase Date or becomes void during the Service Contract Term, We will not automatically suspend all coverage for any length of time. We will not provide any coverage that would have otherwise been provided under the manufacturer's Warranty, until the full term of the manufacturer's Warranty elapses. However, We will continue to provide any other coverage under this Vehicle Service Contract Wrap, unless such coverage is otherwise excluded by the terms of this Vehicle Service Contract Wrap.
  - The benefits provided under automotive retailer Warranties required by state law are not covered by this Vehicle Service Contract Wrap.
  - This Vehicle Service Contract Wrap includes a Dispute Resolution - Arbitration provision. Refer to Section VIII. General Provisions, sub-section #6. for details.
- I (Customer), whose signature appears below, acknowledge that the information contained above is true and accurate. I have read the terms and conditions, understand and agree to all of the provisions herein.

Buyer Signature

Co-Buyer Signature

### Customer Instructions



Scan the QR code to download our mobile app for repair instructions and Service Contract details or visit us at:

[www.vehiclecareplan.com](http://www.vehiclecareplan.com)

For Emergency Roadside Assistance, call toll-free:  
1-866-603-5420

### Repair Facility Instructions

To initiate a claim, visit the **Administrator's** self-service claim portal:

[www.autoclaims.com](http://www.autoclaims.com)

### Provider & Administrator Information

- In AL: Automotive Warranty Services, Inc. dba Alabama Warranty Services, Inc.
  - In AZ, IA & WY: Consumer Program Administrators, Inc.
  - In CA: Motor Warranty Services of North America, CA License #0E40891
  - In FL & OK: Automotive Warranty Services of Florida, Inc., FL License #60023, OK License #44198051
  - In MA: Provider - Selling Dealer shown above  
Administrator - Automotive Warranty Services, Inc.
  - In WA: Provider - National Product Care Company  
Administrator - Automotive Warranty Services, Inc.
  - All Other Available States: Automotive Warranty Services, Inc., TX License #168
- 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-621-2130

## ASSURANT VEHICLE CARE VEHICLE SERVICE CONTRACT WRAP

This agreement is Vehicle Service Contract between **You** and the **Provider** and describes the coverage **You** will have under **Your** Assurant Vehicle Care Vehicle Service Contract Wrap (hereafter referred to as "Service Contract"). In return for payment by **You** of the **Service Contract Price** and subject to all the terms of this Service Contract, **We** agree with **You** as follows:

### TABLE OF CONTENTS

|                                                                   |         |
|-------------------------------------------------------------------|---------|
| I. KEY TERMS.....                                                 | 2       |
| II. WHAT THIS SERVICE CONTRACT COVERS .....                       | 3 - 4   |
| III. ADDITIONAL BENEFITS.....                                     | 5 - 6   |
| IV. MAINTENANCE & PARTS THIS SERVICE CONTRACT DOES NOT COVER..... | 6       |
| V. SERVICE CONTRACT LIMITATIONS .....                             | 7       |
| VI. WHAT TO DO IF REPAIRS ARE NEEDED.....                         | 8       |
| VII. YOUR RESPONSIBILITIES.....                                   | 8       |
| VIII. GENERAL PROVISIONS.....                                     | 8 - 10  |
| IX. STATE AMENDMENTS.....                                         | 10 - 19 |

### I. KEY TERMS

When used, Key Terms will appear in **bold** print and initial uppercase.

**"Provider", "We", "Us", "Our"** and **"Administrator"** mean Automotive Warranty Services, Inc., Texas License #168, except in the state of Alabama where **Provider, We, Us, Our** and **Administrator** mean Automotive Warranty Services, Inc. dba Alabama Warranty Services, Inc.; in the states of Arizona, Iowa and Wyoming where **Provider, We, Us, Our** and **Administrator** mean Consumer Program Administrators, Inc.; in the state of California where **Provider, We, Us, Our** and **Administrator** mean Motor Warranty Services of North America, California License #0E40891; in the states of Florida and Oklahoma where **Provider, We, Us, Our** and **Administrator** mean Automotive Warranty Services of Florida, Inc., Florida License #60023 and Oklahoma License #44198051; in the state of Massachusetts where **Provider, We, Us** and **Our** mean the **Selling Dealer** located at the address shown on the Information Schedule and **Administrator** means Automotive Warranty Services, Inc.; in the state of Washington where **Provider, We, Us,** and **Our** mean National Product Care Company and **Administrator** means Automotive Warranty Services, Inc., all located at 175 West Jackson Blvd., Chicago, IL 60604, 1-800-621-2130.

**"Breakdown"** means the failure of any original or like replacement part covered by this Service Contract to perform its intended function(s) in normal service, providing it has received all scheduled maintenance, at the proper intervals, as recommended by the manufacturer in the Owners Manual. **Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.**

**"Cost"** means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. **These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.**

**At the Provider's option, the Administrator may use replacement parts in covered repairs that may include new, remanufactured, used or non-original equipment manufacturer parts.**

**"Deductible"** means the amount **You** must pay per visit for covered repairs shown on the Information Schedule. **The Selling Dealer Network Deductible applies when covered repairs are performed at Your Selling Dealer or any other Selling Dealer Network location. The Out-of-Network Deductible applies when covered repairs are performed elsewhere. For a complete list of Selling Dealer Network locations, please contact Your Selling Dealer.**

**"Permitted Commercial Purposes"** means **Your Vehicle** is used for commercial purposes including but not limited to: vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening/landscaping) or light duty contracting (e.g. electrician, carpenter and plumber) or vehicles used for rideshare (i.e. Uber, Lyft).

**"Prohibited Commercial Purposes"** means **Your Vehicle** is used for commercial purposes including but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, carry passengers for hire (taxi, limousine or shuttle services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing for non-personal use, company pool use or business travel when the vehicle is used by more than one driver.

**"Purchase Date"** means the date **You** purchased this Service Contract shown on the Information Schedule.

**"Repair Facility"** means a franchised automotive retailer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of not less than 12 months and 12,000 miles. **Repairs performed by any facility must receive authorization from the Administrator prior to beginning repairs.**

**"Selling Dealer"** means the dealer from whom **You** purchased this Service Contract shown on the Information Schedule.

**"Selling Dealer Network"** means any dealer owned by, owning or under common ownership with the **Selling Dealer**.

**"Service Contract Price"** means the amount **You** paid for this Service Contract shown on the Information Schedule.

**"Term Miles"** means the number of miles for the Service Contract Term shown on the Information Schedule.

**"Term Months"** means the number of months for the Service Contract Term shown on the Information Schedule.

**"Vehicle"** means the covered car or truck shown on the Information Schedule.

**"Warranty"** means any warranty of the manufacturer, state required warranty, automotive retailer warranty or a **Repair Facility** guarantee.

**"Worn"** means a condition in which a component is either unsafe or unable to be operated during normal usage. A worn condition may occur through gradual reduction in operating performance caused by wear and tear.

**"You"** and **"Your"** mean the Customer shown on the Information Schedule or an eligible person to whom this Service Contract has been properly transferred.

## II. WHAT THIS SERVICE CONTRACT COVERS

During the Service Contract Term, subject to the indicated Coverage Plan, **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** to repair any covered **Breakdown** of the following parts less **Your Deductible**.

**At the Provider's option, the Administrator may use replacement parts in covered repairs that may include new, remanufactured, used or non-original equipment manufacturer parts.**

### **POWERTRAIN COVERAGE**

When the POWERTRAIN Coverage Plan has been purchased as indicated on the Information Schedule, only the following parts are covered. **Parts not listed are not covered.**

#### **Assembly Parts Covered**

**1. ENGINE Gasoline Engine** – All internal lubricated parts including but not limited to: (Balance shafts, Cam bearings, Cam tower, Camshaft, Connecting rods, Crankshaft, Cylinder block, Cylinder head, Harmonic balancer and retainer bolt, Lifters, Oil filter adapter/housing, Oil pump and pressure relief valve, Piston rings, Pistons and wrist pins, Pushrods, Rocker arms (cam followers), Rod and main bearings, Timing belt and pulleys, Timing belt tensioner, Timing chain housing (cover), Timing chain and sprockets, Valve springs, Valves and guides). Crankshaft pulley, Dipstick and tube, Engine mounts, Engine oil cooler hoses, Engine oil sending unit, Expansion (freeze) plugs, Flywheel, Fuel supply pump, Intake and exhaust manifolds, Oil pan, Oil pump housing, Seats, Temperature sending unit, Thermostat and housing, Vacuum pump, Valve covers, Water pump.

**Turbocharged/Supercharged/Rotary/Diesel/Enhanced Engines** – All of the above listed parts or equivalent plus: Bypass valve, Clutch and pulley, Compressor, Hard lines, Injection pump, Intercooler, Lines and nozzles, Supercharger, Turbocharger, Waste gate controller.

**2. TRANSMISSION Automatic** – All internal lubricated parts including but not limited to: (Bands, Bearings, Bell housing and case, Bushings, Clutches, Drums, Gear sets, Governor, Main shaft, Oil pump, Sealing rings, Solenoids, Torque converter, Valve body). Continuously variable transmission (CVT) and all internal components, Cooler, Cooler hoses and hard lines, Dipstick and tube, Electronic shift control unit, Flex plate and ring gear, Shift lever knob, Shift linkage and cables, Throttle valve cable, Transmission mounts, Transmission pan, Vacuum modulator.

**Standard** – All internal lubricated parts including but not limited to: (Bearings, Bell housing and case, Bushings, Gear sets, Main shaft, Shift forks, Synchronizers, Transmission case). Clutch master cylinder, Clutch slave cylinder, Shift cable, Shift lever knob, Transmission mounts.

**Transfer Case – (4X4 vehicles)** – All internal lubricated parts including but not limited to: (Actuators/Motors, Bearings, Bushings, Chain and sprockets, Gear sets, Main shaft, Transfer case). Electronic and vacuum engagement components, Mounts, Transfer case control unit.

**3. FRONT WHEEL DRIVE** – All internal parts including but not limited to: (Axle shafts, Bearings, Bushings, Carrier case, Chain and sprockets, Final drive housing, Gear sets). Constant velocity joints, Differential cover, Drive shaft support, Front hub bearings, Locking hub assemblies (4X4), Rear hub bearings, Universal joints.

**4. REAR WHEEL DRIVE** – All internal lubricated parts including but not limited to: (Axle shafts, Bearings, Bushings, Carrier case, Drive axle housing, Gear sets, Limited slip clutch pack). Differential cover, Drive shaft support, Front hub bearings, Propeller shafts, Rear hub bearings, Universal joints.

**5. HYBRID VEHICLE COMPONENTS** – Electric coolant pump, Electric oil pump, Electric motor/generator(s) and all internal components, Inverter/converter/ transformer units and all internal components, Inverter/converter/transformer units cover, Power split device and all internal components, Reduction/reducer box and all internal components.

**6. SEALS AND GASKETS** – All seals and gaskets on the assemblies listed above.

**7. FASTENERS** – All fasteners for the components within the assemblies listed above.

### **STANDARD COVERAGE**

When the STANDARD Coverage Plan has been purchased as indicated on the Information Schedule, only the following parts, in addition to the parts listed under the Powertrain Coverage, are covered. **Parts not listed are not covered.**

#### **Assembly Parts Covered**

**8. STEERING** – All internal lubricated parts including but not limited to: (Bearings, Bushings, Housing/case, Rack and pinion equipped valve assembly, Sealing rings, Sector shaft). Center link/drag link, Cooler and hard lines, Coupling, Electric power steering motor, Electric steering rack, gear and motor, Fluid reservoir, Idler arm, Inner/outer tie rods and bellows boots, Pitman arm, Power cylinder assembly, Power steering pump and pulley, Pressure and return hoses, Rack mounts and cushions, Speed sensor or steering gear equipped pitman shaft and valve assembly, Steering main and intermediate shafts. **(Does not include "rear wheel steering" components.)**

**9. FRONT SUSPENSION** – Bump stop cushions, Control arm shafts, King pins, Radius arm, Spindle support, Stabilizer linkage including mounts and bushings, Stabilizer shaft, Steering knuckle (spindle), Strut/radius rods and bushings, Torsion bar mounts and bushings, Track bar, Upper and lower ball joints including dust boots, Upper and lower control arms, Wheel bearings and seals.

**10. REAR SUSPENSION** – Rear suspension equivalents of components listed in Assembly 9. "FRONT SUSPENSION" section above.

**11. BRAKES** – Anti-lock brake module and sensors, Assist booster, Backing plates, Brake pedal shaft, Clips and retainers, Combination valve, Disc brake calipers (and rear caliper actuators), Hard lines and fittings, Electrohydraulic brakes, Master cylinder, Parking brake linkage and cables, Self-adjusters, Springs, Wheel cylinders.

**12. FUEL INJECTION** – Electronic fuel injection system (including all input/sensors & output/control units, except EGR valve, related to the fuel injection system), Fuel rails, Idle speed or automatic idle speed assemblies, Injectors, Powertrain control module (PCM).

**13. FUEL DELIVERY** – Fuel pump, Fuel tank and hard lines, Fuel tank sending unit.

**14. ELECTRICAL** – Alternator, Distributor and coil, Convertible top motor, Digital and analog instrument display(s), Electronic ignition module, Engine management control unit, Electronic rear view mirror motor(s), External LED assemblies, Front and rear windshield wiper motors and delay controller, Headlight door motor(s), Heated back glass, High intensity discharge lamp assemblies, Horn assembly, Knock sensor, Low coolant sensor, Low fuel sensor, Low oil sensor, Manually operated switches (specifically turn signal, headlight, dimmer, and wiper switches), Mechanically actuated switches (ignition, brake light and neutral safety switch), Oxygen sensor, Power door lock actuator(s), Power door lock clips, Power seat motor(s) and transmission(s), Power sun roof motor, Power window motor(s) and power regulator(s), Starter button, Starter motor and drive, Starter solenoid, Tire pressure monitoring system, Voltage regulator, Windshield wiper washer pump(s), Wiring harnesses.

**15. AIR CONDITIONING** – Accumulator, Clutch and pulley, Compressor and mounting brackets, Condenser, Drier, Evaporator, Heater-A/C blower motor, High/low pressure cutoff switches, High/low pressure hoses, Orifice tube, Pressure cycling switch, Temperature control head, Temperature control programmer, Thermostat, Freon-refrigerant if necessary in conjunction with the repair of the components within this assembly.

**16. HYBRID/ELECTRIC VEHICLE COMPONENTS** – Battery charge controller, Controller/electronic throttle control system, Drive motor dampener, Electric A/C compressor, Hydraulic or electric regenerative braking system, Junction block, Main battery cable, Motor/generator belt tensioner, Onboard battery charging system, Onboard computer system including all relays, Sensors, ECU & ECM (electronic control units/electronic control modules), Power switch/button, Three-phase high voltage cables, Voltage inverter reservoir.

**17. COOLING** – Engine oil cooler, Heater control valve, Heater core assembly, Radiator, Radiator fan and clutch, Radiator fan motor including fan blade, Radiator fan relay, Temperature sensor and relay.

**18. FRONT AND REAR WHEEL DRIVE** – Constant velocity joints including boots and bands.

**19. SAFETY** – Airbag system, Seatbelts.

**20. SEALS AND GASKETS** – All seals and gaskets on the assemblies listed above.

**21. FASTENERS** – All fasteners for the components within the assemblies listed above.

## **PREMIUM COVERAGE**

When the PREMIUM Coverage Plan has been purchased as indicated on the Information Schedule, **We** will repair any **Breakdown of Your Vehicle** except items listed under the Sections **IV. Maintenance & Parts This Service Contract Does Not Cover** and **V. Service Contract Limitations**.

## **PREMIUM PLUS COVERAGE**

When the PREMIUM PLUS Coverage Plan has been purchased as indicated on the Information Schedule, **We** will repair any **Breakdown of Your Vehicle** except items listed under the Sections **IV. Maintenance & Parts This Service Contract Does Not Cover** and **V. Service Contract Limitations**.

### **Additional Coverage:**

In addition to the above, parts listed below are covered should they become **Worn** during the Service Contract Term. **Parts not listed are not covered.** No **Deductible** applies for the parts listed below, regardless of where repairs are performed.

- **Brake Pad** – One replacement of a set of front and/or rear brake pads. Brake rotors will be replaced in conjunction with the replacement of brake pads if the thickness of the brake rotor is less than the manufacturer's minimum specification.
- **Battery** – One replacement of a battery or the difference between the manufacturer's prorated reimbursement and the total cost of the battery (does not include any Lithium-ion or hybrid batteries)
- **Headlamp Bulbs** – Unlimited replacement of the headlamp bulbs. **Impact damage is not covered.**
- **Belts and Hoses** – Replacement of engine belts and hoses including: vacuum pump belt, serpentine belt, power steering belt, alternator belt, supercharger belt, A/R pump belt, air conditioner belt, water pump belt, heater hose, bypass hose, throttle body hose, upper and lower radiator hoses, air conditioning hose, power steering pressure and return hose, air hose, washer hoses, vacuum hoses, fuel hoses emission system hoses, and transmission hoses.
- **Spark Plugs** – One replacement of a set of spark plugs.
- **Windshield Wiper Blade** – One replacement of a set of front and/or rear windshield wiper blades and/or inserts.
- **Electrical** – Unlimited coverage of fuses, interior and exterior light bulbs including but not limited to: turn signal bulbs, engine compartment lights, running lights, fog lights, stop lights, backup lights, license plate lights, parking lights, dome light, courtesy light, visor light, map light, and glove box light. **Impact damage is not covered.**
- **Wheel Alignment** – One wheel alignment.

## **TECHNOLOGY COVERAGE**

When the TECHNOLOGY Coverage Plan has been purchased as indicated on the Information Schedule, only the following parts are covered. **Parts not listed are not covered.**

### **Assembly Parts Covered**

**ELECTRICAL** – Adaptive cruise control, Amplifiers, Bluetooth components, Built-in TV screens and DVD players, Global positioning system, Heads-up display, Homelink/garage door openers, Navigation system, Powerpoints, Radio, Smart phone interfaces, Speakers, Steering wheel control buttons, Touchscreen/display screens (including control buttons/knobs), USB ports, WiFi data connections, Wireless headphone systems

**SAFETY** – Autonomous braking system, Blind spot detection, Lane departure warning systems, Night vision, Parking assistance, Parking sensors, Rear/forward/side cameras

### III. ADDITIONAL BENEFITS

The Additional Benefits shown below are included with the Coverage Plan purchased.

#### **EMERGENCY ROADSIDE ASSISTANCE**

Emergency Roadside Assistance is available 24 hours a day, 365 days a year. **We** will pay for a covered emergency **up to \$125 per occurrence** with no out-of-pocket expense to **You**. **If the covered emergency exceeds \$125 per occurrence, You are responsible for the portion that exceeds \$125. You are responsible for any non-covered expenses.** This benefit is available only for **Your Vehicle**. No **Deductible** applies to this benefit.

The following are covered emergencies under Emergency Roadside Assistance:

- **Towing Assistance** – when **Your Vehicle** is inoperable or unsafe to drive, **Your Vehicle** will be towed to the closest **Repair Facility** or to any other location requested by **You**.
- **Extrication Assistance** – provides assistance with extricating **Your Vehicle** when it is stuck in a ditch or other inaccessible area, when such location is within 50 feet of a paved road or highway. **This service does not cover for extrication when driving Your Vehicle off-road or on unpaved surfaces.**
- **Flat Tire Assistance** – service consists of (a) the removal of the flat tire and (b) replacing the flat tire with **Your** spare tire located with **Your Vehicle**.
- **Fuel, Oil, Fluid and Water Delivery Service** – an emergency supply of fuel, oil, fluid and water will be delivered if **Your Vehicle** is in immediate need. **You will be responsible for the cost of these supplies.**
- **Lock-out Assistance** – if **Your** keys are locked inside **Your Vehicle**, assistance will be provided in gaining entry into **Your Vehicle**.
- **Battery Assistance** – if battery failure occurs, a jump-start will be provided to start **Your Vehicle**.

**For Emergency Roadside Assistance, call toll-free:  
1-866-603-5420**

**WE WILL NOT PAY FOR OR COVER THE FOLLOWING UNDER EMERGENCY ROADSIDE ASSISTANCE:**

1. FOR EMERGENCIES RESULTING FROM THE USE OF INTOXICANTS OR NARCOTICS, OR THE USE OF YOUR VEHICLE IN THE COMMISSION OF A FELONY.
2. FOR COST OF PARTS, REPLACEMENT KEYS, FLUIDS, LUBRICANTS, FUEL, MATERIALS, ADDITIONAL LABOR RELATED TO TOWING OR COST OF INSTALLATION OF PRODUCTS.
3. FOR NON-EMERGENCY TOWING OR OTHER NON-EMERGENCY SERVICE.
4. FOR MOUNTING OR REMOVING OF SNOW TIRES OR CHAINS; FOR SHOVELING SNOW AROUND YOUR VEHICLE; TIRE REPAIR.
5. FOR CAMPING TRAILERS, TRAVEL TRAILERS, RECREATIONAL VEHICLES (INCLUDING SELF-MOTORIZED RVS) OR ANY VEHICLES IN TOW.
6. FOR ANY AND ALL TAXES, TOLLS AND/OR FINES.
7. FOR TOWING FROM OR REPAIR WORK PERFORMED AT A SERVICE STATION, GARAGE OR REPAIR SHOP; FOR A SECOND TOW FOR THE SAME DISABLEMENT.
8. FOR TOWING BY OTHER THAN A LICENSED TOW COMPANY, SERVICE STATION, OR GARAGE.
9. FOR MORE THAN ONE DISABLEMENT FOR THE SAME SERVICE TYPE DURING ANY SEVEN DAY PERIOD.
10. FOR SERVICE ON YOUR VEHICLE THAT IS NOT IN A SAFE CONDITION TO BE TOWED OR SERVICED, OR THAT MAY RESULT IN DAMAGE TO YOUR VEHICLE IF TOWED OR SERVICED.
11. FOR TOWING OR SERVICE ON ROADS NOT REGULARLY MAINTAINED, SUCH AS SAND BEACHES, OPEN FIELDS, FORESTS AND AREAS DESIGNATED AS NOT PASSABLE DUE TO CONSTRUCTION.
12. DAMAGE CAUSED BY IMPROPER WINCH PROCEDURES.
13. FOR TOWING AT THE DIRECTION OF A LAW ENFORCEMENT OFFICER RELATING TO TRAFFIC OBSTRUCTION, IMPOUNDMENT, ABANDONMENT, ILLEGAL PARKING OR OTHER VIOLATIONS OF LAW.
14. FOR REPEATED SERVICE CALLS FOR A VEHICLE IN NEED OF ROUTINE MAINTENANCE OR REPAIR.
15. FOR SERVICE SECURED THROUGH ANY SOURCE OTHER THAN US WITHOUT OUR PRIOR AUTHORIZATION.

#### **TOWING REIMBURSEMENT**

When towing services become necessary due to a covered **Breakdown** of **Your Vehicle**, **We** will reimburse **You** for **Your** actual towing cost(s) incurred as follows:

- If **Your Vehicle** is towed to the Selling Dealer and the towing distance is 50 miles or less – up to a maximum of \$100 per occurrence.
- If **Your Vehicle** is towed to the Selling Dealer and the towing distance is more than 50 miles - up to a maximum of \$125 per occurrence.
- If **Your Vehicle** is towed elsewhere – up to a maximum of \$75 per occurrence.

**Any reimbursement will require You to provide the Administrator with the towing provider receipt.** No **Deductible** applies to this benefit.

#### **EMERGENCY TRAVEL EXPENSE REIMBURSEMENT**

**Emergency Travel Expense Reimbursement is not available if You purchase this Service Contract from a Selling Dealer located in the state of New York.**

When **Your Vehicle** requires a covered repair and renders **Your Vehicle** inoperable or unsafe to drive and requires **Your Vehicle** to be held overnight by a **Repair Facility** for covered repairs while traveling 100 miles or more from **Your** home, **We** will pay for emergency local commercial lodging, meals and transportation expenses **up to \$200 per day for a maximum of five days**. No **Deductible** applies to this benefit.

**For Emergency Travel Expense Reimbursement, call toll-free:  
1-800-621-2130**

**WE WILL NOT PAY FOR OR COVER THE FOLLOWING UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT:**

1. FOR ADDITIONAL COMMERCIAL LODGING ENTERTAINMENT EXPENSE.
2. FOR ANY BREAKDOWN THAT OCCURS LESS THAN 100 MILES FROM YOUR HOME.

## **SUBSTITUTE TRANSPORTATION**

If **Your Vehicle** requires a repair covered by this Service Contract, **We** will reimburse **Your** actual expenses for substitute transportation. Substitute Transportation includes renting a car from a licensed rental facility, qualified ride-hailing service, taxi or other public transportation service. **Any reimbursement will require the transportation provider receipt(s) and will be limited to up to \$50 per day for a maximum of ten days.** No Deductible applies to this benefit.

## **LIFT KIT/LOWERING KIT**

**We** will pay for covered **Breakdowns** to **Your Vehicle** when **Your Vehicle** is equipped with a lift kit **not to exceed 6 inches**. If the lift kit includes oversize wheels and/or tires, overall width may not exceed 2 inches from original manufacturer tire width and overall height may not exceed 2 inches from original manufacturer tire height. The lift kit itself, all of its assembly and any aftermarket and/or manufacturer or dealer installed lift kit accessories and/or equipment are not covered.

**We** will pay for covered **Breakdowns** to **Your Vehicle** when **Your Vehicle** is equipped with a lowering kit **not to exceed 2 inches**. If the lowering kit includes undersize wheels and/or tires, overall width reduction may not exceed 2 inches from original manufacturer tire width and overall height reduction may not exceed 2 inches from original manufacturer tire height. The lowering kit itself, all of its assembly and any aftermarket and/or manufacturer or dealer installed lowering kit accessories and/or equipment are not covered.

**WE WILL NOT PAY FOR OR COVER THE FOLLOWING UNDER LIFT KIT / LOWERING KIT:**

1. FOR COVERED BREAKDOWNS WHERE YOUR VEHICLE IS EQUIPPED WITH A LIFT KIT THAT EXCEEDS 6 INCHES.
2. IF THE LIFT KIT INCLUDES OVERSIZE WHEELS AND/OR TIRES WHERE THE OVERALL WIDTH EXCEEDS 2 INCHES FROM THE ORIGINAL MANUFACTURER TIRE WIDTH AND OVERALL HEIGHT EXCEEDS 2 INCHES FROM THE ORIGINAL MANUFACTURER TIRE HEIGHT.
3. FOR THE LIFT KIT, ALL OF ITS ASSEMBLY AND ANY AFTERMARKET AND/OR MANUFACTURER OR DEALER INSTALLED LIFT KIT ACCESSORIES AND/OR EQUIPMENT.
4. FOR COVERED BREAKDOWNS WHERE YOUR VEHICLE IS EQUIPPED WITH A LOWERING KIT THAT EXCEEDS 2 INCHES.
5. IF THE LOWERING KIT INCLUDES OVERSIZE WHEELS AND/OR TIRES WHERE THE OVERALL WIDTH EXCEEDS 2 INCHES FROM THE ORIGINAL MANUFACTURER TIRE WIDTH AND OVERALL HEIGHT EXCEEDS 2 INCHES FROM THE ORIGINAL MANUFACTURER TIRE HEIGHT.
6. FOR THE LOWERING KIT, ALL OF ITS ASSEMBLY AND ANY AFTERMARKET AND/OR MANUFACTURER OR DEALER INSTALLED LOWERING KIT ACCESSORIES AND/OR EQUIPMENT.

## **MOBILITY EQUIPMENT**

Coverage is extended to the following parts and components when installed by the manufacturer or a licensed installer, **unless the alterations made to accommodate the equipment fall outside manufacturer's specifications and tolerances:** chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms (including linkage), hoist and swing-arm mechanisms.

## **SNOW PLOW**

Coverage is extended to **Your Vehicle** that is equipped with a snow plow package, including snow plow prep package. **The snow plow itself, all its assembly and any aftermarket and/or manufacturer or dealer installed snow plow accessories and/or equipment are not covered. The Vehicle must be used for personal use only.**

**WE WILL NOT PAY FOR OR COVER THE FOLLOWING UNDER SNOW PLOW:**

1. IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW FOR COMMERCIAL USE, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.

## **PERMITTED COMMERCIAL PURPOSES**

**We** will pay for covered **Breakdowns** to **Your Vehicle** when **Your Vehicle** is used for **Permitted Commercial Purposes**.

## **RIDESHARE**

**We** will pay for covered **Breakdowns** to **Your Vehicle** when **Your Vehicle** is used for Rideshare (i.e. Uber, Lyft) purposes.

**For Covered Breakdowns, call toll-free:  
1-800-621-2130**

## **IV. MAINTENANCE & PARTS THIS SERVICE CONTRACT DOES NOT COVER**

### **MAINTENANCE AND PARTS THAT ARE NOT COVERED**

- A. MAINTENANCE NOT COVERED - THE MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE. OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING AIR CONDITIONING REFRIGERANT, ALL BATTERIES (INCLUDING BUT NOT LIMITED TO HYBRID VEHICLE BATTERIES)\*, ALL HOSES AND BELTS (NOT SPECIFICALLY LISTED)\*, BRAKE PADS\* AND SHOES, BRAKE ROTORS\* AND DRUMS, ENGINE COOLANT, ENGINE TUNE-UP (INCLUDES DISTRIBUTOR CAP, IGNITION WIRES, GLOW PLUGS, ROTOR AND SPARK PLUGS), FILTERS, LUBRICANTS OR FLUIDS, WIPER BLADES\*, SUSPENSION ALIGNMENT.
- B. PARTS NOT COVERED - BODY PANELS, BODY PART ALIGNMENT, BRIGHT METAL, BUMPERS, CATALYTIC CONVERTER, CONVERTIBLE TOP FRAMEWORK, DOOR HANDLES, DOOR PANELS, EXHAUST SYSTEM, ELECTRONIC CONTROLLED CLUTCH ASSEMBLY, FLEXIBLE BODY PARTS, FRICTION CLUTCH DISC AND PRESSURE PLATE AND CLUTCH RELEASE BEARING, GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, HINGES, LENSES, LIGHT BULBS\*, MOLDINGS, PAINT, SEALED BEAM HEAD LAMPS\*, SHEET METAL, STRIPPED THREADS AND FASTENERS, STRUCTURAL FRAMEWORK, STRUCTURAL WELDS, TIRES AND WHEEL BALANCING, TRIM, UPHOLSTERY, VINYL AND CONVERTIBLE TOPS AND NON-MECHANICAL REMOVABLE HARDDTOP ASSEMBLIES, WEATHER STRIPPING, WHEEL COVERS, WHEEL RIMS, WHEELS.

\* THE INDICATED PARTS ARE COVERED TO THE EXTENT OUTLINED IN THIS SERVICE CONTRACT IF PREMIUM PLUS COVERAGE IS PURCHASED.

## V. SERVICE CONTRACT LIMITATIONS

WE WILL NOT PAY FOR OR COVER THE FOLLOWING:

**1. MODIFICATIONS:**

- A. AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, CB RADIOS, RADIO/SPEAKER EQUIPMENT, CRUISE CONTROL, SUNROOF, SOLAR POWERED DEVICES, TELEPHONES, TV/VCR/DVD AND RELATED COMPONENTS AND APPLIANCES (UNLESS INSTALLED BY THE MANUFACTURER).
- B. BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER AND THE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).
- C. BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.

**2. NON-STANDARD USE:**

- A. BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
- B. ANY BREAKDOWN WHERE THE VEHICLE HAS BEEN USED FOR A PROHIBITED COMMERCIAL PURPOSE, AT ANY TIME WHILE OWNED BY YOU.
- C. BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR STREET RACING OR OTHER COMPETITION.

**3. NEGLIGENCE, MISREPRESENTATION OR MISUSE:**

- A. BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS DETAILED IN SECTION VII. YOUR RESPONSIBILITIES.
- B. BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT, LACK OF LUBRICANTS, IMPROPER SPECIFICATION (TYPE) OF FLUIDS, LACK OF OIL VISCOSITY, SLUDGE OR RESTRICTED OIL FLOW. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: ENGINE AND TRANSMISSION.
- C. BREAKDOWN WHEN CONTAMINATED FLUIDS CAUSED OR CONTRIBUTED TO THE BREAKDOWN.
- D. LOSS OR DAMAGE CAUSED BY YOU OR THE OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
- E. IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE INCLUDING BUT NOT LIMITED TO ODOMETER MISREPRESENTATION CAUSED BY THE USE OR MODIFICATION OF THE VEHICLE WITH UNDERSIZE OR OVERSIZE TIRE AND WHEEL ASSEMBLIES.
- F. DAMAGE CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER.

**4. COLLISION, PHYSICAL DAMAGE AND COSMETICS:**

- A. BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, TERRORIST ACTS, WAR, EXPLOSION, LIGHTNING, EARTHQUAKE, HURRICANE, TROPICAL STORM, VOLCANIC ERUPTION, WINDSTORM, HAIL, WATER, FREEZING OR FLOOD.
- B. TO CORRECT A COSMETIC IMPERFECTION OR BREAKDOWN CAUSED BY RUST OR WEATHER RELATED CORROSION.

**5. WARRANTIES AND MANUFACTURER RECALLS:**

- A. COSTS OR SERVICES COVERED BY ANY WARRANTY REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY.
- B. COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER ANY VEHICLE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR HAS BEEN VOIDED BY THE MANUFACTURER.
- C. BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.

**6. VEHICLE TYPE:**

- A. IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED TITLE OR JUNK VEHICLE.
- B. IF YOUR VEHICLE IS POWERED BY COMPRESSED NATURAL GAS, LIQUIFIED NATURAL GAS, PROPANE OR HYDROGEN.

**7. CONSEQUENTIAL DAMAGE:**

- A. LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN UNLESS AS PROVIDED UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT. CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A BREAKDOWN OF A COMPONENT COVERED BY THIS SERVICE CONTRACT.
- B. BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART. HOWEVER, COVERAGE WILL BE PROVIDED FOR THE FAILURE OF A NON-COVERED PART RESULTING FROM A BREAKDOWN OF A COVERED PART.

**8. NON-COVERED CONDITIONS:**

- A. **PRE-EXISTING – BREAKDOWN WHICH EXISTED PRIOR TO OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE PURCHASE DATE.**
- B. REPAIRS PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SECTION VI. WHAT TO DO IF REPAIRS ARE NEEDED).
- C. REPAIR OF VALVES AND/OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.
- D. REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
- E. REPAIRS OF AIR LEAKS, RATTLES, SQUEAKS, WIND NOISE AND WATER LEAKS WHERE WATER IS ENTERING THE VEHICLE EXTERNALLY.
- F. TO REPAIR, REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS SERVICE CONTRACT EXCEPT AS REQUIRED FOR THE REPAIR OF A COVERED PART.
- G. DIAGNOSIS CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.
- H. ANY REQUEST FOR CLAIM PAYMENT NOT RECEIVED WITHIN 120 DAYS FROM THE AUTHORIZATION DATE WILL RESULT IN A CLAIM DENIAL.

**9. MISCELLANEOUS EXPENSES:**

- A. EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS, NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.

## VI. WHAT TO DO IF REPAIRS ARE NEEDED

### Customer Instructions:

In the event of a Breakdown, We recommend You return Your Vehicle to the Selling Dealer. If You are unable to return Your Vehicle to the Selling Dealer, You can locate a preferred Repair Facility by visiting the Administrator's self-service claim portal:

**[www.vehiclecareplan.com](http://www.vehiclecareplan.com)**

If You are unable to locate a preferred Repair Facility through the Administrator's self-service claim portal or have questions, contact the Administrator at:

1-800-621-2130

**Emergency Repair Instructions:** In the event that a Breakdown of a covered part occurs when the Administrator's office is closed and emergency repairs are necessary, You may commence with emergency repairs without securing the Administrator's prior authorization. However, You or the Repair Facility must notify the Administrator of the repairs as soon as the Administrator's office reopens. You must submit written information and documentation concerning the Breakdown and repairs no later than 30 days after the 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 Your Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens.

## VII. YOUR RESPONSIBILITIES

1. You must perform maintenance services to Your Vehicle, at the proper intervals, as required by the Owner's Manual for Your Vehicle. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage. If You do not have an Owner's Manual, contact Your Vehicle's manufacturer to obtain one.
2. You must keep receipts which verify the Vehicle Identification Number, work orders and other documentation that show a date, a description of Your Vehicle, mileage and services performed. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.
3. You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Vehicle. You are required to safely pull Your Vehicle off the road and shut down the engine immediately when either of these lights/gauges indicates a problem.
4. If You experience a Breakdown, You agree to:
  - a. Use all reasonable means to protect Your Vehicle from further damage.
  - b. Notify the Administrator as soon as possible.
  - c. Authorize the Repair Facility to perform necessary diagnostic work and when required provide "teardown authorization" so that the Repair Facility can provide an accurate diagnosis and estimate of repairs. **IMPORTANT: WE WILL NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS SERVICE CONTRACT.**
  - d. Furnish the Administrator with such information as the Administrator may reasonably require and if requested provide proof of Your Vehicle's regular maintenance during the Service Contract Term.
  - e. Reserve for the Administrator the right to refer Your Vehicle to a Repair Facility that sells and services Your type of Vehicle, for certain repairs.
  - f. Allow the Administrator to examine Your Vehicle if the Administrator asks to do so.
  - g. **OBTAIN AUTHORIZATION FROM THE ADMINISTRATOR PRIOR TO BEGINNING ANY REPAIRS COVERED BY THIS SERVICE CONTRACT EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE EMERGENCY REPAIR INSTRUCTIONS WITHIN SECTION VI. WHAT TO DO IF REPAIRS ARE NEEDED).**
5. Your help and cooperation is required if We ask You to help Us enforce Your rights against any manufacturer or Repair Facility who may be responsible to You for the Cost of repairs covered by this Service Contract.

## VIII. GENERAL PROVISIONS

### 1. Service Contract Term

The Service Contract Term is the **Term Months** and **Term Miles** shown on the Information Schedule. This Service Contract begins on the **Purchase Date** and at the Current Mileage stated on the Information Schedule. The Service Contract ends following the Expiration Date or when the Expiration Mileage is exceeded, both as shown on the Information Schedule, whichever occurs first. The Service Contract Term expiration (Expiration Date or Expiration Mileage) is measured in **Term Months** from the **Purchase Date** and in **Term Miles** from the Current Mileage. **This Service Contract is not renewable.**

### 2. Where You Are Covered

This Service Contract applies only to Breakdowns occurring within the continental United States of America, Alaska, Hawaii and Canada.

### 3. If You Have Other Coverage

If the manufacturer or **Repair Facility** agrees to cover all or some of the **Cost** of a **Breakdown** after a **Warranty** or guarantee has expired, We will pay only for any extra **Cost**. If You have any other **Emergency Roadside Assistance, Towing Reimbursement, Emergency Travel Expense Reimbursement, Substitute Transportation, or Mobility Equipment coverage**, We will pay only the amount in excess of that coverage, subject to the limits of this Service Contract.

### 4. Limit of Liability

#### Single Claim Limit

Our limit of liability is the Cost to repair or replace any covered Breakdown, but in no event shall this Cost exceed the average retail value of Your Vehicle as determined by the NADA Official Used Car Guide at the time immediately prior to the loss.

### **Aggregate Claim Limit**

The total of all benefits paid or payable during the Service Contract Term shall not exceed the Vehicle Purchase Price shown on the Information Schedule.

## **5. Subrogation**

If We pay for a loss, We may require You to assign to Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.

## **6. Dispute Resolution – Arbitration**

This Service Contract requires binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract (including the **Cost** of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this Service Contract by a judge and/or a jury.

**You** also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where **You** live. Notwithstanding this arbitration provision, **You** are not prohibited from bringing an action in Small Claims Court to resolve **Your** dispute.

The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. **You** may make written demand directly to **Us** at 175 West Jackson Blvd., Chicago, IL 60604, Attn: Law Department. This demand must be made within one year of the earlier of: I. The date the **Breakdown** occurred or the date the dispute arose, or II. The applicable statute of limitations period if that period is longer.

One mutually agreed upon arbitrator will be identified. **We** will advance to **You** all or part of the fees of the AAA and of the arbitrator. The arbitrator may otherwise allocate these fees. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this Service Contract is unenforceable, the portion of this Service Contract that has been ruled to be unenforceable shall be severed, and the remaining provisions shall be enforced.

However, if the portion of this Service Contract that was ruled to be unenforceable is or includes the above waiver of class action rights, then this Service Contract shall be unenforceable in its entirety.

## **7. How This Service Contract May Be Transferred**

Your rights and duties under this Service Contract may only be transferred to a subsequent purchaser directly by You within 30 days from the date of sale to the subsequent owner. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. In the event of Your death, the benefits of this Service Contract will be available to Your spouse, domestic partner or legal representative. This Service Contract can only be transferred if the remaining portion of the Warranty including Powertrain Warranty has not been reduced or voided.

To transfer this Service Contract, You must submit the following information to the Administrator:

- a. Completed Transfer Request form, which can be obtained by contacting the Administrator;
- b. Copy of Your Service Contract;
- c. Bill of Sale indicating date of sale of the Vehicle;
- d. \$50 transfer fee made payable to the Administrator.

## **8. How This Service Contract May Be Canceled – Including Refunds And Charges**

### **Cancellation By You**

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

### **Cancellation By Us**

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within 90 days of the **Purchase Date**. After 90 days, **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer;
- If **You** do not pay the **Service Contract Price**; or
- If **You** use **Your Vehicle** in any manner not covered by this Service Contract.

### **Cancellation By Lienholder/Lessor/Payment Plan Provider**

If this Service Contract is financed, included in **Your** lease agreement or purchased on a payment plan, the **Vehicle** Lienholder/Lessor/Payment Plan Provider may cancel this Service Contract in the event **You** default in **Your** obligation to such Lienholder/Lessor/Payment Plan Provider or in the event **Your Vehicle** is declared a total loss or is repossessed.

### **How Refunds are Calculated**

If this Service Contract is canceled within 60 days of the **Purchase Date** and a claim has not been incurred, a 100% refund of the **Service Contract Price** will be made. After 60 days or if **You** have incurred a claim within the first 60 days, a pro-rata refund of the lesser of unused days within the **Term Months** or unused **Term Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of: (a) the unused days within the **Term Months** divided by the total days within the **Term Months** of **Your** Service Contract Term; or (b) the unused **Term Miles** divided by the total **Term Miles** of **Your** Service Contract Term; less an administrative fee of \$50. If this Service Contract is canceled by **Us**, no administrative fee will be charged. For refund calculations, if the Service Contract is canceled by **Us**, all references to 60 days are replaced with 90 days.

**You** authorize that all refunds will be paid to the Lienholder/Lessor/Payment Plan Provider if any, otherwise the refund will be paid to **You**. If this Service Contract is canceled by **You** or the Lienholder/Lessor/Payment Plan Provider, the refund, if any, will be paid or credited no more than 30 days from receipt of the cancellation notice by the **Selling Dealer**, **Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, the refund, if any, will be paid or credited within 30 days of the date of cancellation.

## 9. Insurance

This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your covered repair is not paid within 60 days after all required proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

## 10. Entire Service Contract

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

## IX. STATE AMENDMENTS

This Service Contract is amended and the language below governs if the **Selling Dealer** is located in a state listed below:

### Alabama

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is amended as follows: All references to the state of “Illinois” are replaced with “Alabama”.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with a \$25 administrative fee.

### Alaska

**SERVICE CONTRACT LIMITATIONS** – is amended as follows:

Item #4A – Any reference to “**TERRORISTS ACTS**” is deleted in its entirety.

Item #7A is deleted in its entirety and replaced by the following:

**LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN UNLESS AS PROVIDED UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT.**

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a penalty per month in the amount of 10% of the **Service Contract Price** shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract:

- If **You** do not pay the **Service Contract Price**;
- If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract;
- If there has been a material misrepresentation or fraud by **You**;
- If **We** discover an act or omission by **You** after the **Purchase Date** that substantially and materially increases the risk covered under this Service Contract; or
- For substantial breach of duties by **You** relating to the use of the covered **Vehicle**.

If **We** cancel this Service Contract, a penalty per month in the amount of 10% of the unearned **Provider** fee (**Service Contract Price**) shall be added to a refund that is not paid within 45 days from the effective date of cancellation by **Us**.

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 7.5% of the refund amount, whichever is less.

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

**This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your covered repair is not paid within 30 days after all required proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.**

### Arizona

**NOTICE TO PURCHASER** – is amended to include:

**In the event a Breakdown occurs when the Administrator's office is closed, You may follow the claim procedures in this Service Contract without prior authorization. Reimbursement will be made to You or the Repair Facility in accordance with Service Contract provisions.**

**ADDITIONAL BENEFITS, SNOW PLOW** – is amended as follows:

Item #1 is amended to include: “**WHILE THE VEHICLE IS OWNED BY YOU.**”

**SERVICE CONTRACT LIMITATIONS** – is amended as follows:

Items #1B, 1C, 2A, 2B, 2C, 3A, 3B, 3E and 3F are amended to include: “**WHILE THE VEHICLE IS OWNED BY YOU.**”

Items #6A and 6B are deleted in their entirety.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is amended to include:

Notwithstanding the Arbitration provision, **You** have the right to file a complaint with the Arizona Department of Insurance and Financial Institutions (D.I.F.I.) **You** can file a complaint with the D.I.F.I. against a Service Company issuing an approved Service Contract by contacting the Consumer Protection Division of the D.I.F.I., at phone number 602-364-2499.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If, while owned by **You**, the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
- If **You** do not pay the **Service Contract Price**.

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the **Service Contract Price** paid by **You**, whichever is less.

#### **California**

**KEY TERMS – “Breakdown”** definition is deleted and replaced by the following:

**“Breakdown”** means the failure of any original or like replacement part due to defects in material or workmanship covered by this Service Contract to perform its intended function(s) in normal service, providing it has received all scheduled maintenance, at the proper intervals, as recommended by the manufacturer in the Owner’s Manual. **Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.**

**KEY TERMS – “Permitted Commercial Purposes”** and **“Prohibited Commercial Purposes”** definitions are deleted and replaced by the following:

**“Permitted Commercial Purposes”** means **Your Vehicle** is used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening/landscaping) or light duty contracting (e.g. electrician, carpenter and plumber) or vehicles used for rideshare (i.e. Uber, Lyft).

**“Prohibited Commercial Purposes”** means **Your Vehicle** is used for hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, carry passengers for hire (taxi, limousine or shuttle services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing for non-personal use, company pool use or business travel when the vehicle is used by more than one driver.

**KEY TERMS – “Repair Facility”** definition is amended to include:

If a franchised automotive retailer or licensed repair facility does not provide a written parts and labor guarantee of 12 months and 12,000 miles, **We** will pay the cost to tow **Your Vehicle** to a franchised automotive retailer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of 12 months and 12,000 miles or greater.

**ADDITIONAL BENEFITS** – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance is provided by **Us** and administered by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-866-603-5420.

“Extrication Assistance” is deleted in its entirety.

**YOUR RESPONSIBILITIES** – is amended as follows:

Item #1 is deleted in its entirety and replaced by the following:

**1. You must perform maintenance services to Your Vehicle, at the proper intervals, as required by the Owner’s Manual for Your Vehicle. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage. If You do not have an Owner’s Manual, contact Your Vehicle’s manufacturer to obtain one or call the Administrator for assistance.**

Item #2 is deleted in its entirety and replaced by the following:

**2. We recommend that You keep receipts which verify the Vehicle Identification Number, work orders and other documentation that show a date, a description of Your Vehicle, mileage and services performed. Failure to show proof of servicing shall not be cause for denial of coverage.**

**GENERAL PROVISIONS** – Section 5 Subrogation is deleted in its entirety.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety and replaced by the following:

Mandatory arbitration is not allowed under this Service Contract. If **You** and **We** mutually agree, this Service Contract provides for binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract (for example the **Cost** of, lack of or actual repair of replacement arising from a **Breakdown**). Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where **You** live. Notwithstanding this arbitration provision, **You** are not prohibited from bringing an action in Small Claims Court to resolve **Your** dispute.

Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this Service Contract by a judge and/or a jury. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **You** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction of any such error.

If the party on whom the demand is made agrees, to start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one year of the earlier of the date the **Breakdown** occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.”

Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the California Arbitration Act (California Code of Civil Procedures 1280 et. seq.) and the Consumer Legal Remedies Act (California Civil Code (1750 et. seq.)). The laws of the state of California govern all matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract. All costs and expenses of the arbitration will be shared equally by **You** and **Us**. All fees and costs charged to **You** under this provision shall be waived if **You** are an indigent consumer. “Indigent consumer” means a person having a gross monthly income that is less than 300 percent of the federal poverty guidelines. If **You** are determined to be an indigent consumer all provisions of California Code of Civil Procedure §1284.3 apply.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended as follows:

The sentence “A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation.” is deleted in its entirety and replaced by the following: **The written notice must include the current mileage on Your Vehicle in order to properly calculate the refund amount.**

**Cancellation By Us** is deleted in its entirety and replaced by the following:

**We** may cancel this Service Contract for any reason within 60 days of the **Purchase Date**. After 60 days, **We** may only cancel this Service Contract:

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

If **We** cancel this Service Contract, **We** will mail **You** written notice. If **We** cancel within 60 days of the **Purchase Date**, the notice will be postmarked before the 61st day after the **Purchase Date**. Any notice shall provide: a) the effective date of cancellation, which will not be less than 5 days after the postmark of the date of notice, and b) the reason for cancellation. If the reason for cancellation is due to fraud or material misrepresentation, the notice shall contain the specific nature of such fraud or misrepresentation. If **We** cancel this Service Contract, the refund, if any, will be paid within 30 days of the date of cancellation.

If **You** have reported a claim to **Us**, prior to the cancellation date, the claim will be adjudicated according to the terms and conditions of this Service Contract.

**Cancellation By Lienholder/Lessor/Payment Plan Provider** is deleted in its entirety.

**How Refunds Are Calculated** is deleted in its entirety and replaced by the following:

If this Service Contract is canceled within 60 days of the **Purchase Date** and a claim has not been incurred, a 100% refund of the **Service Contract Price** will be made. If this Service Contract is canceled within 60 days of the **Purchase Date** and a claim has been incurred, a pro-rata refund of the lesser of unused days within the **Term Months** or unused **Term Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of: (a) the unused days within the **Term Months** divided by the total days within the **Term Months** of **Your** Service Contract Term; or (b) the unused **Term Miles** divided by the total **Term Miles** of **Your** Service Contract Term. No administrative fee will be charged.

After 60 days, a pro-rata refund of the lesser of unused days within the **Term Months** or unused **Term Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of: (a) the unused days within the **Term Months** divided by the total days within the **Term Months** of **Your** Service Contract Term; or (b) the unused **Term Miles** divided by the total **Term Miles** of **Your** Service Contract Term, less an administrative fee of \$25 or 10% of the refund amount, whichever is less. If this Service Contract is canceled by **Us**, no administrative fee will be charged.

If this Service Contract is canceled by **You**, the refund, if any, will be paid or credited no more than 30 days from receipt of the cancellation notice by the **Selling Dealer, Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us** or canceled by **Us** on behalf of the Lienholder/Lessor/Payment Plan Provider, the refund, if any, will be paid or credited to **You** within 30 days of the date of cancellation.

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

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

#### **Colorado**

**GENERAL PROVISIONS** – Section 9 Insurance is amended to include: **Insurance Policy #2631.**

#### **Connecticut**

The coverage afforded by this Service Contract is still available should the Service Contract Term lapse while **Your Vehicle** is in the custody of a **Repair Facility** for a covered repair.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is amended as follows:

If **You** and the **Provider** are unable to resolve any disputes arising under this Service Contract, the State of Connecticut has established a process to settle disputes arising from service contracts as outlined in R.C.S.A §§ 42-260-1 to 5. If **You** purchase this Service Contract in Connecticut, to initiate the process **You** must first submit a written complaint which may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the **Service Contract Price**, the **Cost** of repair of the **Vehicle** and a copy of this Service Contract.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

**You** may cancel this Service Contract in the event the **Vehicle** is returned, sold, lost, stolen or destroyed.

**Cancellation By Us** is amended as follows:

The 30-day written notice prior to cancellation is deleted and replaced with 45 days.

#### **District of Columbia**

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the **Service Contract Price**, whichever is less.

#### **Florida**

The rate charged for this Service Contract is not subject to regulation by the Office of Insurance Regulation.

**WHAT TO DO IF REPAIRS ARE NEEDED - Emergency Repair Instructions** is amended as follows:

The 30-day time period for filing a claim is deleted and replaced with 90 days.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 7 How This Service Contract May Be Transferred is amended as follows:

The \$50 transfer fee is deleted and replaced with a \$40 transfer fee.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By Us** is deleted in its entirety and replaced by the following:

**We** may cancel this Service Contract for any reason within 60 days of the **Purchase Date**. After 60 days, **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You** on the **Purchase Date**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
- If **You** do not pay the **Service Contract Price**.

If **We** cancel this Service Contract, **We** will mail **You** written notice by certified mail at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation.

**How Refunds are Calculated** is deleted in its entirety and replaced by the following:

If this Service Contract is canceled by **You** or the Lienholder/Lessor/Payment Plan Provider within 60 days of the **Purchase Date**, a 100% refund of the **Service Contract Price** will be made less any claims paid on this Service Contract. After 60 days, pro-rata refund of the lesser of unused days within the **Term Months** or unused **Term Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of: (a) the unused days within the **Term Months** divided by the total days within the **Term Months** of **Your** Service Contract Term; or (b) the unused **Term Miles** divided by the total **Term Miles** of **Your** Service Contract Term; less an administrative fee of \$50 or 10% of the refund amount, whichever is less.

If **We** cancel this Service Contract within 60 days of the **Purchase Date**, a 100% refund of the **Service Contract Price** will be made less any claims paid on this Service Contract. After 60 days, a pro-rata refund of the lesser of unused days within the **Term Months** or unused **Term Miles** will be made. The pro-rata refund will not be less than 100% of the paid unearned pro-rata **Service Contract Price** less any claims paid on this Service Contract. If this Service Contract is canceled by **Us**, no administrative fee will be charged.

**You** authorize that all refunds will be paid to the Lienholder/Lessor/Payment Plan Provider, if any, otherwise the refund will be paid to **You**. If this Service Contract is canceled by **You** or the Lienholder/Lessor/Payment Plan Provider, the refund, if any, will be paid or credited no more than 30 days from receipt of the cancellation notice by the **Selling Dealer, Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, the refund, if any, will be paid or credited within 30 days of the date of cancellation.

Should **We** fail to refund the unearned consideration, **You** have the right to receive the refund directly from Virginia Surety Company, Inc.

**GENERAL PROVISIONS** – Section 9 Insurance is amended as follows:

The sentence “**This Service Contract is not an insurance contract.**” is deleted in its entirety

#### **Georgia**

**KEY TERMS** – “**Prohibited Commercial Purposes**” is amended to delete any reference to “delivery service” in its entirety.

**SERVICE CONTRACT LIMITATIONS** – is amended as follows:

Item #8A is deleted in its entirety.

Item #3B – Any reference to “**SLUDGE**” is deleted in its entirety.

Item #1C is amended to include the text: “**MADE SUBSEQUENT TO THE PURCHASE OF THIS SERVICE CONTRACT.**”

Item #3E is amended to include the text: “**WHILE OWNED BY YOU**”.

**YOUR RESPONSIBILITIES** – is amended as follows:

Item #4 (c) is deleted in its entirety.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation.

**We** may cancel this Service Contract:

- In the event of fraud by **You**;
- In the event of material misrepresentation by **You**; or
- If **You** do not pay the **Service Contract Price**.

**Cancellation By Lienholder/Lessor/Payment Plan Provider** is deleted in its entirety and replaced by the following:

If this Service Contract is financed and **Your** Vehicle is a total loss or is repossessed, **You** authorize **Your** Lienholder/Lessor/Payment Plan Provider (shown on the Information Schedule) to cancel this Service Contract and receive the refund.

**How Refunds are Calculated** is deleted in its entirety and replaced with the following:

If this Service Contract is canceled within 60 days of the **Purchase Date**, a 100% refund of the **Service Contract Price** will be made less any claims paid on this Service Contract. After 60 days, a pro-rata refund of the lesser of unused days within the **Term Months** or unused **Term Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of: (a) the unused days within the **Term Months** divided by the total days within the **Term Months** of **Your** Service Contract Term; or (b) the unused **Term Miles** divided by the total **Term Miles** of **Your** Service Contract Term; less an administrative fee of \$50 or 10% of the unearned pro-rata **Service Contract Price**, whichever is less. If this Service Contract is canceled by **Us**, no administrative fee will be charged.

**You** authorize that all refunds will be paid to the Lienholder/Lessor/Payment Plan Provider if any, otherwise the refund will be paid to **You**. If this Service Contract is canceled by **You** or the Lienholder/Lessor/Payment Plan Provider, the refund, if any, will be paid or credited no more than 30 days from receipt of the cancellation notice by the **Selling Dealer, Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, the refund, if any, will be paid or credited within 30 days of the date of cancellation.

Should **We** fail to refund the unearned consideration, **You** have the right to receive the refund directly from Virginia Surety Company, Inc.

#### **Hawaii**

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

#### **Idaho**

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

#### **Illinois**

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the **Service Contract Price**, whichever is less.

## Indiana

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

**Your** proof of payment to the **Selling Dealer** for this Service Contract shall be considered proof of payment to the insurance company, which guarantees **Our** obligation to **You**, providing such insurance was in effect at the time **You** purchased this Service Contract.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include: If **Your** cancellation refund is not paid within 60 days after this Service Contract has been returned to the **Selling Dealer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604.

## Iowa

This Service Contract is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537.

If **You** have questions regarding **Your** Service Contract, **You** may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315-1000.

**WHAT THIS SERVICE CONTRACT COVERS** – is amended to include:

Pre-owned parts will not be used to replace covered parts without prior written authorization from **You**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

Upon **Our** receipt of **Your** request to cancel this Service Contract, **We** will provide written notice to **You** at least 15 days prior to the date of cancellation. If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 30 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the **Service Contract Price**, whichever is less.

The sentence “**You** authorize that all refunds will be paid to the Lienholder/Lessor/Payment Plan Provider if any, otherwise to **You**.” is revised to read “**You** authorize that all refunds will be paid by the **Selling Dealer** to the Lienholder/Lessor/Payment Plan Provider if any, otherwise the refund will be paid to **You**.”

**GENERAL PROVISIONS** – Section 9 Insurance is amended as follows:

**A claim against the Provider may also include a refund of the unearned Provider fee (Service Contract Price) in the event this Service Contract is canceled.**

## Louisiana

This Service Contract is not regulated by the Department of Insurance. Any concerns or complaints regarding this Service Contract may be directed to the Attorney General.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation by You** is amended to include:

If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

## Maine

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a penalty per month in the amount of 10% of the **Service Contract Price** shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

**How Refunds are Calculated** is amended as follows:

If this Service Contract is canceled within 60 days of the **Purchase Date** and a claim has not been incurred, a 100% refund of the **Service Contract Price** including any applicable sales tax will be made.

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the refund amount, whichever is less.

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

**This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your covered repair, including any request for the return of the unearned portion of the Provider fee (Service Contract Price), is not paid within 60 days after all required proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.**

## Maryland

All references to “Emergency Travel Expense Reimbursement” are deleted and replaced with “Travel Expense Reimbursement”.

**GENERAL PROVISIONS** – Section 1 Service Contract Term is amended to include:

If the **Provider** fails to perform its duties under this Service Contract, the Service Contract Term shall be extended for the period until performance has been satisfactorily completed in accordance with the terms of this Service Contract.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is amended as follows:

All references to the state of “Illinois” are replaced with “Maryland”.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a penalty per month in the amount of 10% of the **Service Contract Price** shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**. If **Your** refund is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**, **You** have the right to receive the refund directly from Virginia Surety Company, Inc.

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

**This Service Contract is not an insurance contract and not subject to the insurance laws of Maryland. Our obligations under this Service Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your covered repair, including any request for the return of the unearned portion of the Provider fee (Service Contract Price), is not paid within 60 days after all required proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.**

#### **Massachusetts**

**NOTICE TO PURCHASER:** THE COVERAGE **YOU** ARE BUYING IS **NOT** REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED **MAY** DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S **WARRANTIES** THAT COME AUTOMATICALLY WITH EVERY SALE. **YOU** CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE **WARRANTIES** WHICH ARE AVAILABLE TO **YOU** WITHOUT THIS SERVICE CONTRACT.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

#### **Michigan**

**GENERAL PROVISIONS** – Section 1 Service Contract Term is amended to include:

If performance under this Service Contract is interrupted because of a strike or work stoppage at the **Selling Dealer** or **Repair Facility**, the Service Contract Term shall be extended for the period of the strike or work stoppage.

#### **Minnesota**

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include: If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

#### **Mississippi**

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You**; or
- If **You** do not pay the **Service Contract Price**.
- For substantial breach of duties by **You** relating to the use of the covered **Vehicle**.

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the **Service Contract Price**, whichever is less.

#### **Missouri**

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include: If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Cancellation by **You** will become effective as of the date the written notice of **Your** cancellation is received by the **Selling Dealer** or the **Administrator**, whichever occurs first. **We** will mail **You** written notice of **Our** receipt and resulting cancellation of **Your** Service Contract within 45 days of the date of cancellation.

**How Refunds are Calculated** is deleted in its entirety and replaced with the following:

If this Service Contract is canceled within 60 days of the **Purchase Date**, a 100% refund of the **Service Contract Price** will be made, less paid claims, if any. After 60 days, a pro-rata refund of the lesser of unused days within the **Term Months** or unused **Term Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of: (a) the unused days within the **Term Months** divided by the total days within the **Term Months** of **Your** Service Contract Term; or (b) the unused **Term Miles** divided by the total **Term Miles** of **Your** Service Contract Term; less an administrative fee of \$50. If this Service Contract is canceled by **Us**, no administrative fee will be charged. For refund calculations, if the Service Contract is canceled by **Us**, all references to 60 days are replaced with 90 days.

**You** authorize that all refunds will be paid to the Lienholder/Lessor/Payment Plan Provider if any, otherwise the refund will be paid to **You**. If this Service Contract is canceled by **You** or the Lienholder/Lessor/Payment Plan Provider, the refund, if any, will be paid or credited no more than 30 days from receipt of the cancellation notice by the **Selling Dealer**, **Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, the refund, if any, will be paid or credited within 30 days of the date of cancellation.

**GENERAL PROVISIONS** – Section 9 Insurance is amended as follows:

**A claim against the Provider may also include a refund of the unearned Provider fee (Service Contract Price) in the event this Service Contract is canceled.**

#### **Nebraska**

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety and replaced by the following:

Notwithstanding anything in this Service Contract to the contrary, if **You** and **We** mutually agree at the time of loss, this Service Contract provides for arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract. **You** agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon **You**. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where **You** live. Notwithstanding this arbitration provision, **You** are not prohibited from bringing an action in Small Claims Court to resolve **Your** dispute.

The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one year of the earlier of the date the loss occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract.

#### **Nevada**

The following is added to this Service Contract: If **You** are not satisfied with the manner in which **We** handle **Your** Claim, **You** may contact the Nevada Division of Insurance Commissioner toll free, 1-888-872-3234.

#### **NOTICE TO PURCHASER – is amended as follows:**

The sentence "**If the manufacturer's Warranty is void...**" is revised to read:

**This Vehicle Service Contract will not be initially issued to any Vehicle whose original Warranty has ever been voided by the manufacturer. However, if this Vehicle Service Contract has already been issued and the manufacturer's Warranty becomes void during the term of this Vehicle Service Contract, We will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's Warranty. However, We will continue to provide any other coverage under this Vehicle Service Contract, unless such coverage is otherwise excluded by the terms of this Vehicle Service Contract.**

#### **SERVICE CONTRACT LIMITATIONS – is amended as follows:**

Item #3A is deleted in its entirety and replaced by the following:

**FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE OR LACK OF CUSTOMARY MAINTENANCE AS DETAILED IN SECTION VII. YOUR RESPONSIBILITIES.**

**GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is amended as follows: All references to "Illinois" are replaced with "Nevada."**

**GENERAL PROVISIONS – Section 7 How This Service Contract May Be Transferred is amended as follows: The \$50 transfer fee is deleted and replaced with a \$25 transfer fee.**

**GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges**

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a 10% penalty for each 30-day period or portion thereof shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within 70 days of the **Purchase Date**. After 70 days, **We** may cancel this Service Contract:

- If **You** do not pay the **Service Contract Price**;
- If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract;
- If there has been a material misrepresentation or fraud by **You** in obtaining this Service Contract or in presenting a claim for service hereunder; or
- If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this Service Contract, after the **Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with a \$25 cancellation fee. For refund calculations, if the Service Contract is canceled by **Us**, all references to 60 days are replaced with 70 days.

#### **New Hampshire**

If **You** have questions, concerns or complaints regarding **Your** Service Contract, **You** may address them to the **Provider** at 1-800-621-2130.

**GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is amended to include:**

All arbitration or dispute resolution in New Hampshire is subject to and will not impede any consumer rights as provided for under New Hampshire RSA 542.

**GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges**

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the **Service Contract Price**, whichever is less.

**GENERAL PROVISIONS – Section 9 Insurance is deleted in its entirety and replaced by the following:**

**This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We do not provide for covered services, cease to operate, are bankrupt or otherwise financially impaired or Your covered repair is not paid within 60 days after all required proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.**

**If You are not satisfied with the Provider's and/or insurance company's response, You may contact the New Hampshire Department of Insurance, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, 1-800-852-3416.**

#### **New Jersey**

**GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges**

**Cancellation By You** is amended to include: If **You** cancel this Service Contract, a penalty per month in the amount of 10% of the **Service Contract Price** shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

#### **New Mexico**

**GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges**

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a penalty in the amount of 10% of the **Service Contract Price** for each 30-day period or portion thereof shall be added to a refund that is not paid within 60 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within 70 days of the **Purchase Date**. After 70 days, **We** may cancel this Service Contract:

- If **You** do not pay the **Service Contract Price**;
- If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract;
- If there has been a material misrepresentation or fraud by **You** in obtaining this Service Contract or in presenting a claim for service hereunder; or
- If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this Service Contract, after the **Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the **Service Contract Price**, whichever is less.

For refund calculations, if the Service Contract is canceled by **Us**, all references to 60 days are replaced with 70 days.

**GENERAL PROVISIONS** – Section 9 Insurance is amended to include:

**If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.**

#### **New York**

**ADDITIONAL BENEFITS** – Emergency Travel Expense Reimbursement is amended as follows:

Emergency Travel Expense Reimbursement is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include: If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 30 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

#### **North Carolina**

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. **We** may only cancel this Service Contract at any time for any of the reasons listed below:

- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer;
- If **You** use **Your Vehicle** in any manner not covered by this Service Contract; or
- If **You** do not pay the **Service Contract Price**

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the refund amount, whichever is less.

#### **Ohio**

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

**This Service Contract is not an insurance contract and not subject to the insurance laws of Ohio. Our obligations under this Service Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your covered repair, including any request for the return of the unearned portion of the Provider fee (Service Contract Price), is not paid within 60 days after all required proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.**

#### **Oklahoma**

Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

**This Service Contract is not issued by the manufacturer or a wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company.**

Oklahoma service warranty statutes do not apply to commercial use reference in service warranty contracts.

**ADDITIONAL BENEFITS** – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance is provided by **Us** and administered by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-866-603-5420.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 7 How This Service Contract May Be Transferred is amended as follows: The sentence “This Service Contract can only be transferred...” is revised to read: This Service Contract can only be transferred if the remaining portion of the **Warranty** including Powertrain **Warranty** has not been reduced or canceled.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refund And Charges

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the refund amount, whichever is less.

#### **Oregon**

Any reference to **Provider** within this Service Contract is deleted and replaced by **Obligor**.

**ADDITIONAL BENEFITS** – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance benefits or services are conducted by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-866-603-5420; however, the **Obligor** is ultimately responsible for providing these benefits. Any failure to provide such benefits by SafeRide Motor Club, Inc. or the **Obligor** as specified in this Service Contract will be covered by the **Obligor's** reimbursement insurance policy.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

#### **South Carolina**

In the event of a dispute with the **Provider** or if **You** have questions, concerns or complaints regarding **Your** Service Contract, **You** may address them to:

South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at 1-800-768-3467.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include: If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

## Texas

Unresolved complaints or questions concerning the regulation of Service Contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include: If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**. If **Your** cancellation refund is not paid within 45 days after this Service Contract has been returned to the **Selling Dealer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. The right to cancel this Service Contract is not transferable to a subsequent holder of this Service Contract.

**How Refunds are Calculated** is deleted in its entirety and replaced by the following:

If this Service Contract is canceled within 60 days of the **Purchase Date**, a 100% refund of the **Service Contract Price** will be made less any claims paid on this Service Contract. After 60 days, a pro-rata refund of the lesser of unused days within the **Term Months** or unused **Term Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of: (a) the unused days within the **Term Months** divided by the total days within the **Term Months** of **Your** Service Contract Term; or (b) the unused **Term Miles** divided by the total **Term Miles** of **Your** Service Contract Term; less an administrative fee of \$50. If this Service Contract is canceled by **Us**, no administrative fee will be charged. For refund calculations, if the Service Contract is canceled by **Us**, all references to 60 days are replaced with 90 days.

**You** authorize that all refunds will be paid to the Lienholder/Lessor/Payment Plan Provider if any, otherwise the refund will be paid to **You**. If this Service Contract is canceled by **You** or the Lienholder/Lessor/Payment Plan Provider, the refund, if any, will be paid or credited no more than 30 days from receipt of the cancellation notice by the **Selling Dealer**, **Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, the refund, if any, will be paid or credited within 30 days of the date of cancellation.

## Utah

Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association.

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**ADDITIONAL BENEFITS** – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance is provided by **Us** and administered by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-866-603-5420.

**WHAT TO DO IF REPAIRS ARE NEEDED** – “**Emergency Repair Instructions**” is amended to include: Utah residents are not limited to filing claims within 30 days for reimbursement consideration. The sentence “Emergency repairs are those required because **Your Vehicle** was inoperable or unsafe to drive.” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety and replaced by the following:

Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rule of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within 60 days of the **Purchase Date**. After 60 days, **We** may cancel this Service Contract:

- For nonpayment of the **Service Contract Price**;
- For material misrepresentation by **You**;
- For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or
- For substantial breaches in contractual duties, conditions or warranties.

**Cancellation By Lienholder/Lessor/Payment Plan Provider** is deleted in its entirety and replaced by the following:

If this Service Contract is financed, included in **Your** lease agreement or purchased on a payment plan and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder/Lessor/Payment Plan Provider (shown on the Information Schedule) to cancel this Service Contract and receive the refund.

**How Refunds are Calculated** is amended as follows:

The sentence “For refund calculations, if the Service Contract is canceled by **Us**, all references to 60 days are replaced with 90 days.” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

**This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or otherwise financially impaired or any claim is not paid within 60 days after all required proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.**

## Virginia

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

## Washington

**GENERAL PROVISIONS** – Section 5 Subrogation is deleted in its entirety and replaced by the following:

**If We make any payment under this Service Contract and You have a right to recover against another party, Your rights shall become Our rights and You shall do whatever is necessary to enable Us to enforce these rights. Our subrogation rights become effective after You are made whole.**

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is amended as follows:

All references to “Illinois” are replaced with “Washington”.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 30 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may only cancel this Service Contract for any reason within 60 days of the **Purchase Date**. If **We** cancel this Service Contract within 60 days, a 100% refund of the **Service Contract Price** will be made. After 60 days, the **Vehicle** is covered by this Service Contract and **We** are fully obligated under the terms of this Service Contract. **You** authorize that all refunds will be paid to the Lienholder/Lessor/Payment Plan Provider if any, otherwise the refund will be paid to **You**.

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$25.

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

**This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an Insurance Policy #2622-WA issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.**

**GENERAL PROVISIONS** – is amended to include:

**Implied Warranty**

The Implied Warranty of Merchantability on **Your Vehicle** is not waived if this Service Contract has been purchased within 90 days of the purchase date of the **Vehicle** from the dealer who also sold the **Vehicle** covered by this Service Contract.

**Wisconsin**

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

**ADDITIONAL BENEFITS** – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance is provided by **Us** and administered by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-866-603-5420.

**SERVICE CONTRACT LIMITATIONS** – is amended as follows: Item #8B is deleted in its entirety.

**WHAT TO DO IF REPAIRS ARE NEEDED – “Emergency Repair Instructions”** is amended to include: The 30-day time period for filing a claim after a **Breakdown** is deleted and replaced with as soon as reasonably possible.

**GENERAL PROVISIONS** – Section 5 Subrogation is amended to include:

**You will be made whole before We retain any amount We may recover.**

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and the reason for cancellation. **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** do not pay the **Service Contract Price**; or
- For substantial breach of duties by **You** relating to the use of the covered **Vehicle**.

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee \$50 or 10% of the refund amount, whichever is less.

In the event **Your Vehicle** is declared a total loss and:

(a) **You** cancel this Service Contract within 60 days of the **Purchase Date** and **You** have not incurred a claim, a 100% refund of the **Service Contract Price** will be made.

(b) **You** cancel this Service Contract after 60 days from the **Purchase Date** or if **You** incurred a claim within the first 60 days, a pro-rata refund of the **Service Contract Price** less any claims paid will be made.

No administrative fee will be charged.

**Wyoming**

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

**Cancellation By Lienholder/Lessor/Payment Plan Provider** is deleted in its entirety and replaced by the following:

If this Service Contract is financed, included in **Your** lease agreement or purchased on a payment plan and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder/Lessor/Payment Plan Provider (shown on the Information Schedule) to cancel this Service Contract and receive the refund.