

INFORMATION SCHEDULE

1. Covered Vehicle

VIN KL77LFEP2SC153525		Vehicle Code	Vehicle Class 1
Year 2025	Make CHEVROLET	Model TRAX LS	Current Odometer Reading 15

2. Customer Information

Buyer Name	THEA Harry	Co-Buyer Name	
Street	850 WIEGAND CT	Street	
City, State, Zip Code	New York NY 10011	City, State, Zip Code	
Telephone Home	707-558-5360	Telephone Home	
Cell	707-558-5360	Cell	
E-Mail Address		E-Mail Address	

3. Vehicle Service Contract Information

Service Contract Term: The Service Contract Term is the **Months** shown below. This Service Contract begins on the **Service Contract Purchase Date** (See Key Terms). This Service Contract ends when the **Months** indicated below from the **Service Contract Purchase Date** is reached.

60

Months from
Service Contract Purchase Date

Service Contract
Purchase Date

01/24/2025

MonthDayYear

Protection Plans:
If no boxes are checked (✓), the ThreeForOne Protection will apply.

ThreeForOne Protection:

☐ INCLUDES TIRE & WHEEL PROTECTION PLAN, WINDSHIELD PROTECTION PLAN AND PAINTLESS DENT REPAIR PROTECTION PLAN

PROCESSING # AWS475R1214

Individual Protection Plan(s):

☒ 1. TIRE & WHEEL PROTECTION PLAN
(Includes Cosmetic Wheel Repair) TBAWS475R1214

☐ 2. WINDSHIELD PROTECTION PLAN WNAWS475R1214

☐ 3. PAINTLESS DENT REPAIR PROTECTION PLAN PDAWS475R1214

4. Service Contract Price

ThreeForOne Protection:

INCLUDES TIRE & WHEEL PROTECTION PLAN, WINDSHIELD PROTECTION PLAN AND PAINTLESS DENT REPAIR PROTECTION PLAN

Total Price: \$

Individual Protection Plan(s):

1. TIRE & WHEEL PROTECTION PLAN
Price: \$1,115.21

+

2. WINDSHIELD PROTECTION PLAN
Price: \$

+

3. PAINTLESS DENT REPAIR PROTECTION PLAN
Price: \$

=

Total Price: \$1,115.21

5. Selling Dealer Information

Dealer Number	FSWCBTEST1	Name	MenuverseTesting	Street	12758 Domingo Court		
City	Parker	State	CO	Zip Code	80134	Telephone	516-300-4457
Name of Dealer Representative	Representative ID Number						

6. Lienholder

I, the undersigned holder of this Service Contract, hereby authorize the following Lienholder: 1. To receive any refund for credit to my account in the event this Service Contract is canceled; and 2. To cancel the Service Contract in the event I default in my obligation to such Lienholder or my Vehicle is declared a total loss or is repossessed. In Utah and Wyoming: Statement #2 does not apply.

Name

ALLY FNCL

Address

PO BX 8128
1980 NY 10011 707-558-5360

Notice to Customer:

- The purchase of this Service Contract is 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 are required to obtain authorization prior to beginning any repairs covered by this Service Contract by calling 1-888-989-4435. Refer to Service Contract Section IV. "Your Responsibilities" for instructions.

Signed By

Buyer

Signed By

Co-Buyer

Signed By

Dealer's Representative

Provider and Administrator:

In AZ, IA & WY: Consumer Program Administrators, Inc.

In CA: Motor Warranty Services of North America, California License #0E40891

In FL, LA & OK: Automotive Warranty Services of Florida, Inc., Florida License #60023

All Other States: Automotive Warranty Services, Inc.

Located at 175 West Jackson Blvd., Chicago, Illinois 60604, 1-888-989-4435

www.mrclaims.net

FOR EMERGENCY ROADSIDE ASSISTANCE:

TOLL-FREE 1-866-603-5420

TO FILE A CLAIM:

TOLL-FREE 1-888-989-4435

AWS-475 (R 12/14)
(Stock Reorder Number)
LZX #97720

AWS-475 (R 12/14)

INFORMATION SCHEDULE

1. Covered Vehicle

VIN KL77LFEP2SC153525		Vehicle Code	Vehicle Class 1
Year 2025	Make CHEVROLET	Model TRAX LS	Current Odometer Reading 15

2. Customer Information

Buyer Name	THEA Harry	Co-Buyer Name	
Street	850 WIEGAND CT	Street	
City, State, Zip Code	New York NY 10011	City, State, Zip Code	
Telephone Home	707-558-5360	Telephone Home	
Cell	707-558-5360	Cell	
E-Mail Address		E-Mail Address	

3. Vehicle Service Contract Information

Service Contract Term: The Service Contract Term is the **Months** shown below. This Service Contract begins on the **Service Contract Purchase Date** (See Key Terms). This Service Contract ends when the **Months** indicated below from the **Service Contract Purchase Date** is reached.

60

Months from
Service Contract Purchase Date

Service Contract
Purchase Date

01/24/2025

MonthDayYear

Protection Plans:
If no boxes are checked (✓), the ThreeForOne Protection will apply.

ThreeForOne Protection:

☐ INCLUDES TIRE & WHEEL PROTECTION PLAN, WINDSHIELD PROTECTION PLAN AND PAINTLESS DENT REPAIR PROTECTION PLAN

PROCESSING # AWS475R1214

Individual Protection Plan(s):

☒ 1. TIRE & WHEEL PROTECTION PLAN
(Includes Cosmetic Wheel Repair) TBAWS475R1214

☐ 2. WINDSHIELD PROTECTION PLAN WNAWS475R1214

☐ 3. PAINTLESS DENT REPAIR PROTECTION PLAN PDAWS475R1214

4. Service Contract Price

ThreeForOne Protection:

INCLUDES TIRE & WHEEL PROTECTION PLAN, WINDSHIELD PROTECTION PLAN AND PAINTLESS DENT REPAIR PROTECTION PLAN

Total Price: \$

Individual Protection Plan(s):

1. TIRE & WHEEL PROTECTION PLAN
Price: \$1,115.21

+

2. WINDSHIELD PROTECTION PLAN
Price: \$

+

3. PAINTLESS DENT REPAIR PROTECTION PLAN
Price: \$

=

Total Price: \$1,115.21

5. Selling Dealer Information

Dealer Number	FSWCBTEST1	Name	MenuverseTesting	Street	12758 Domingo Court		
City	Parker	State	CO	Zip Code	80134	Telephone	516-300-4457
Name of Dealer Representative	Representative ID Number						

6. Lienholder

I, the undersigned holder of this Service Contract, hereby authorize the following Lienholder: 1. To receive any refund for credit to my account in the event this Service Contract is canceled; and 2. To cancel the Service Contract in the event I default in my obligation to such Lienholder or my Vehicle is declared a total loss or is repossessed. **In Utah and Wyoming: Statement #2 does not apply.**

Name

ALLY FNCL

Address

PO BX 8128
1980 NY 10011 707-558-5360

Notice to Customer:

- The purchase of this Service Contract is 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 are required to obtain authorization prior to beginning any repairs covered by this Service Contract by calling 1-888-989-4435. Refer to Service Contract Section IV. "Your Responsibilities" for instructions.

Signed By

Buyer

Signed By

Co-Buyer

Signed By

Dealer's Representative

Provider and Administrator:

In AZ, IA & WY: Consumer Program Administrators, Inc.

In CA: Motor Warranty Services of North America, California License #0E40891

In FL, LA & OK: Automotive Warranty Services of Florida, Inc., Florida License #60023

All Other States: Automotive Warranty Services, Inc.

Located at 175 West Jackson Blvd., Chicago, Illinois 60604, 1-888-989-4435

www.mrclaims.net

FOR EMERGENCY ROADSIDE ASSISTANCE:

TOLL-FREE 1-866-603-5420

TO FILE A CLAIM:

TOLL-FREE 1-888-989-4435

AWS-475 (R 12/14)
(Stock Reorder Number)
LZX #97720

AWS-475 (R 12/14)

INFORMATION SCHEDULE

1. Covered Vehicle

VIN KL77LFEP2SC153525		Vehicle Code	Vehicle Class 1
Year 2025	Make CHEVROLET	Model TRAX LS	Current Odometer Reading 15

2. Customer Information

Buyer Name	THEA Harry	Co-Buyer Name	
Street	850 WIEGAND CT	Street	
City, State, Zip Code	New York NY 10011	City, State, Zip Code	
Telephone Home	707-558-5360	Telephone Home	
Cell	707-558-5360	Cell	
E-Mail Address		E-Mail Address	

3. Vehicle Service Contract Information

Service Contract Term: The Service Contract Term is the **Months** shown below. This Service Contract begins on the **Service Contract Purchase Date** (See Key Terms). This Service Contract ends when the **Months** indicated below from the **Service Contract Purchase Date** is reached.

60

Months from
Service Contract Purchase Date

Service Contract
Purchase Date

01/24/2025

MonthDayYear

Protection Plans:
If no boxes are checked (✓), the ThreeForOne Protection will apply.

ThreeForOne Protection:

☐ INCLUDES TIRE & WHEEL PROTECTION PLAN, WINDSHIELD PROTECTION PLAN AND PAINTLESS DENT REPAIR PROTECTION PLAN

PROCESSING # AWS475R1214

Individual Protection Plan(s):

☒ 1. TIRE & WHEEL PROTECTION PLAN
(Includes Cosmetic Wheel Repair) TBAWS475R1214

☐ 2. WINDSHIELD PROTECTION PLAN WNAWS475R1214

☐ 3. PAINTLESS DENT REPAIR PROTECTION PLAN PDAWS475R1214

4. Service Contract Price

ThreeForOne Protection:

INCLUDES TIRE & WHEEL PROTECTION PLAN, WINDSHIELD PROTECTION PLAN AND PAINTLESS DENT REPAIR PROTECTION PLAN

Total Price: \$

Individual Protection Plan(s):

1. TIRE & WHEEL PROTECTION PLAN
Price: \$1,115.21

+

2. WINDSHIELD PROTECTION PLAN
Price: \$

+

3. PAINTLESS DENT REPAIR PROTECTION PLAN
Price: \$

=

Total Price: \$1,115.21

5. Selling Dealer Information

Dealer Number	FSWCBTEST1	Name	MenuverseTesting	Street	12758 Domingo Court		
City	Parker	State	CO	Zip Code	80134	Telephone	516-300-4457
Name of Dealer Representative		Representative ID Number					

6. Lienholder

I, the undersigned holder of this Service Contract, hereby authorize the following Lienholder: 1. To receive any refund for credit to my account in the event this Service Contract is canceled; and 2. To cancel the Service Contract in the event I default in my obligation to such Lienholder or my Vehicle is declared a total loss or is repossessed. In Utah and Wyoming: Statement #2 does not apply.

Name

ALLY FNCL

Address

PO BX 8128
1980 NY 10011 707-558-5360

Notice to Customer:

- The purchase of this Service Contract is 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 are required to obtain authorization prior to beginning any repairs covered by this Service Contract by calling 1-888-989-4435. Refer to Service Contract Section IV. "Your Responsibilities" for instructions.

Signed By

Buyer

Signed By

Co-Buyer

Signed By

Dealer's Representative

Provider and Administrator:

In AZ, IA & WY: Consumer Program Administrators, Inc.

In CA: Motor Warranty Services of North America, California License #0E40891

In FL, LA & OK: Automotive Warranty Services of Florida, Inc., Florida License #60023

All Other States: Automotive Warranty Services, Inc.

Located at 175 West Jackson Blvd., Chicago, Illinois 60604, 1-888-989-4435

www.mrclaims.net

FOR EMERGENCY ROADSIDE ASSISTANCE:

TOLL-FREE 1-866-603-5420

TO FILE A CLAIM:

TOLL-FREE 1-888-989-4435

AWS-475 (R 12/14)
(Stock Reorder Number)
LZX #97720

AWS-475 (R 12/14)

SERVICE CONTRACT

This agreement is a Service Contract between **You** and the **Provider**. This agreement describes the coverage **You** will have under **Your** 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	Page 2
II. PROTECTION PLANS	Pages 2 – 3
1. TIRE & WHEEL PROTECTION PLAN	
2. WINDSHIELD PROTECTION PLAN	
3. PAINTLESS DENT REPAIR PROTECTION PLAN	
III. ADDITIONAL BENEFITS	Page 4
1. EMERGENCY ROADSIDE ASSISTANCE	
2. FIRST DAY RENTAL	
IV. YOUR RESPONSIBILITIES.....	Page 5
V. WHO TO CALL FOR REPAIR AUTHORIZATION	Page 5
VI. GENERAL PROVISIONS.....	Page 5 – 6
VII. STATE AMENDMENTS	Pages 6 – 11
VIII. LENDER REQUIREMENTS.....	Page 11

I. KEY TERMS

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

“**Provider**”, “**We**”, “**Us**”, “**Our**” and “**Administrator**” mean Automotive Warranty Services, Inc., except in the state of Alabama where **Provider, We, Us, Our** and **Administrator** mean Automotive Warranty Services, Inc., d.b.a. Alabama Warranty Services; 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, Louisiana and Oklahoma where **Provider, We, Us, Our** and **Administrator** mean Automotive Warranty Services of Florida, Inc., Florida License #60023; and in the state of West Virginia where **Provider, We, Us, Our** and **Administrator** mean Automotive Warranty Services, Inc. d.b.a. West Virginia Warranty Services, all located at 175 West Jackson Blvd., Chicago, Illinois 60604, 1-888-989-4435.

“**Cosmetic Wheel Damage**” means direct and accidental damage to the outside face of the wheel that does not render wheel **Unserviceable**.

“**Cost**” means the reasonable and customary charges for parts and labor necessary to complete the covered repair or replacement.

“**Months**” means the number of **Months** for the Service Contract Term shown in the Service Contract Information section.

“**Repair Facility**” means a franchised automobile dealer or a licensed repairer. A **Repair Facility** must receive authorization from the **Administrator** prior to beginning repairs.

“**Road Hazard**” means objects and road conditions such as potholes, rocks, wood debris, metal parts, nails, glass, plastic or composite scraps or any item causing tire damage other than wear and tear and those conditions excluded under “**WHAT IS NOT COVERED**” section within the **TIRE & WHEEL** and **WINDSHIELD PROTECTION PLANS**.

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

“**Service Contract Price**” means the amount **You** paid for the Protection Plan(s) purchased as shown on the Information Schedule.

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

“**Unserviceable**” means that the wheel is unable to seal with the tire, resulting in air loss.

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

“**Warranty**” means any **Warranty** of the manufacturer or any other **Warranty**.

“**You**” and “**Your**” mean the customer the Information Schedule, or an eligible person to whom this Service Contract has been properly transferred.

II. PROTECTION PLANS

The below describes the Protection Plan or Plans **You** purchased as indicated in the Information Schedule of **Your** Service Contract.

1. TIRE & WHEEL PROTECTION PLAN

A. WHAT IS COVERED

Tire Hazard Protection

During the Service Contract Term, **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** to repair, or if non-repairable, the **Cost** to replace a damaged tire on **Your Vehicle** if the damage is caused by a **Road Hazard** on a public roadway.

- Tire Repair – **We** will pay the **Cost** to repair the flat tire(s) due to **Road Hazard** damage.
- Tire Replacement – **We** will pay for a replacement tire should the tire become non-repairable, as determined by the **Repair Facility**, due to **Road Hazard** damage. **We** will pay the **Cost** of a replacement tire (including mounting, balancing, new valve stem and sales tax) as shown on the repair order. **Replacements are limited to the manufacturer’s original tires or comparable or like replacements. Comparable or like replacements are determined by the Administrator.**

Wheel Hazard Protection

During the Service Contract Term, **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** to repair, or if non-repairable, the **Cost** to replace a wheel(s) on **Your Vehicle** rendered **Unserviceable** due to **Road Hazard** damage on a public roadway.

- Wheel Repair – **We** will pay the **Cost** to repair the wheel(s) due to **Road Hazard** damage.
- Wheel Replacement – **We** will pay for a replacement wheel should the wheel become non-repairable, as determined by the **Repair Facility**, due to **Road Hazard** damage. **We** will pay the **Cost** of a replacement wheel (including mounting, balancing, new valve stem and sales tax) as shown on the repair order. **Replacements are limited to the manufacturer’s original equipment wheel, remanufactured, or like replacements as determined by the Administrator.**
- Cosmetic Wheel Repair – **We** will pay the full charges incurred for the repair of the wheel(s) due to **Cosmetic Wheel Damage** up to \$150 per occurrence (\$600 maximum for the Service Contract Term).

B. WHAT IS NOT COVERED

UNDER TIRE & WHEEL PROTECTION PLAN, WE WILL NOT PAY BENEFITS:

1. **FOR A REPAIR OR REPLACEMENT COVERED BY ANY WARRANTY OR YOUR PRIMARY INSURANCE COVERAGE.**
2. **FOR A REPAIR OR REPLACEMENT WHEN THE MANUFACTURER, BY PUBLIC ANNOUNCEMENT OR RECALL, ESTABLISHED ITS RESPONSIBILITIES FOR ANY MANUFACTURER’S DEFECT.**
3. **FOR A REPAIR OR REPLACEMENT EXCEEDING THE MANUFACTURER’S VEHICLE SPECIFICATION.**
4. **FOR REPAIRS OR REPLACEMENTS THAT ARE PERFORMED WITHOUT THE ADMINISTRATOR’S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR’S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SERVICE CONTRACT SECTION IV. YOUR RESPONSIBILITIES).**
5. **FOR DAMAGE CAUSED BY HAIL, WATER, FREEZING, FLOOD, WIND, LIGHTNING OR WEATHER RELATED HAZARDS.**
6. **FOR DAMAGE CAUSED BY NEGLIGENCE, ABUSE, MISUSE, INTENTIONAL ACTS, ACCIDENTS, WAR, RIOTS, TERRORIST ACTS, EXPLOSION, COLLISION, IMPACTS, MANUFACTURER’S DEFECTS, VANDALISM, MALICIOUS MISCHIEF, FIRE OR THEFT.**

II. PROTECTION PLANS (CONTINUED)

- 7. FOR DAMAGE OCCURRING FROM OPERATING ON ANY SURFACE OTHER THAN FEDERAL, STATE, COUNTY, CITY OR MUNICIPALITY PAVED ROAD OR HIGHWAYS.
- 8. FOR ANY DAMAGE CAUSED BY NORMAL WEAR AND TEAR.
- 9. FOR OTHER THAN ON-ROAD PASSENGER VEHICLES.
- 10. IF YOUR VEHICLE IS AN EXOTIC VEHICLE OR A LIMITED PRODUCTION VEHICLE OR IS A TRUCK RATED MORE THAN 1 TON.
- 11. IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES. EXAMPLES INCLUDE BUT ARE 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, COMPANY POOL USE OR BUSINESS TRAVEL WHEN THE VEHICLE IS USED BY MORE THAN ONE DRIVER, VEHICLES USED BY A SINGLE DRIVER FOR SALES/SERVICES (E.G. REAL ESTATE, CLEANING SERVICES, HOME HEALTH/AIDE CARE SERVICES AND GARDENING) OR LIGHT DUTY CONTRACTING (E.G. ELECTRICIAN, CARPENTER AND PLUMBER).
- 12. IF YOUR VEHICLE IS USED FOR RACING AND OTHER COMPETITION.
- 13. FOR DAMAGE OR INJURY TO PERSON OR PROPERTY; OTHER THAN TO REPAIR OR REPLACE THE COVERED TIRE & WHEEL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SERVICE CONTRACT.
- 14. FOR TIRES THAT HAVE 3/32” OR LESS TREAD DEPTH REMAINING.
- 15. FOR DAMAGE CAUSED BY VALVE OR RIM LEAKS, IMPROPER INSTALLATION, DRY ROT IN EITHER SIDEWALL OR TREAD, TIRE CHAINS, OFF ROAD USE.
- 16. FOR WHEELS THAT WILL NOT SEAL DUE TO RUST AND CORROSION.
- 17. FOR VEHICLES WITH OFF-ROAD TIRES AND WHEELS.
- 18. FOR TIRES AND/OR WHEELS THAT DO NOT MEET THE MANUFACTURER’S RECOMMENDATIONS SPECIFIC TO YOUR VEHICLE.
- 19. FOR MISUSE OCCASIONED FROM DRIVING ON TIRES THAT ARE OVER INFLATED, UNDER INFLATED OR FLAT.
- 20. FOR THE REPAIR OR REPLACEMENT OF THE TIRE PRESSURE MONITORING SYSTEM OR ASSOCIATED COMPONENTS.
- 21. FOR TIRE ACCESSORIES, WHEEL ACCESSORIES, NITROGEN FILLING FOR TIRES, SHIPPING ASSOCIATED WITH DAMAGED OR REPLACEMENT TIRE OR WHEEL, ALIGNMENTS OR ADJUSTMENTS TO THE COVERED VEHICLE.
- 22. FOR NON FACTORY BRUSHED OR PAINTED WHEELS AND WHEELS NOT MADE OUT OF ALLOY.
- 23. FOR DAMAGE TO CHROME WHEELS OR WHEELS WITH CHROME SIMULATION.
- 24. FOR ANY CONDITION, DAMAGE OR WEAR WHICH EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE OF THE SERVICE CONTRACT.

2. WINDSHIELD PROTECTION PLAN

A. WHAT IS COVERED

Windshield Protection

During the Service Contract Term, **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** incurred to repair covered chips and cracks on the front windshield only, if damage is caused by a **Road Hazard** on a public roadway. This covers only minor repairable chips and cracks. The maximum amount **We** will pay for windshield repair during the Service Contract Term shall not exceed \$2,000.

B. WHAT IS NOT COVERED

UNDER WINDSHIELD PROTECTION PLAN, WE WILL NOT PAY BENEFITS:

- 1. FOR A REPAIR COVERED BY ANY WARRANTY OR YOUR PRIMARY INSURANCE COVERAGE.
- 2. FOR A REPAIR WHEN THE MANUFACTURER, BY PUBLIC ANNOUNCEMENT OR RECALL, ESTABLISHED ITS RESPONSIBILITIES FOR ANY MANUFACTURER’S DEFECT.
- 3. FOR A REPAIR EXCEEDING THE MANUFACTURER’S VEHICLE SPECIFICATION.
- 4. FOR REPAIRS THAT ARE PERFORMED WITHOUT THE ADMINISTRATOR’S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR’S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SERVICE CONTRACT SECTION IV. YOUR RESPONSIBILITIES).
- 5. FOR DAMAGE CAUSED BY HAIL, WATER, FREEZING, FLOOD, WIND, LIGHTNING OR WEATHER RELATED HAZARDS.
- 6. FOR DAMAGE CAUSED BY NEGLIGENCE, ABUSE, MISUSE, INTENTIONAL ACTS, ACCIDENTS, WAR, RIOTS, TERRORIST ACTS, EXPLOSION, COLLISION, IMPACTS, MANUFACTURER’S DEFECTS, VANDALISM, MALICIOUS MISCHIEF, FIRE OR THEFT.
- 7. FOR DAMAGE OCCURRING FROM OPERATING ON ANY SURFACE OTHER THAN FEDERAL, STATE, COUNTY, CITY OR MUNICIPALITY PAVED ROAD OR HIGHWAYS.
- 8. FOR OTHER THAN ON-ROAD PASSENGER VEHICLES.
- 9. IF YOUR VEHICLE IS AN EXOTIC VEHICLE OR A LIMITED PRODUCTION VEHICLE OR IS A TRUCK RATED MORE THAN 1 TON.
- 10. IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES. EXAMPLES INCLUDE BUT ARE 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, COMPANY POOL USE OR BUSINESS TRAVEL WHEN THE VEHICLE IS USED BY MORE THAN ONE DRIVER, VEHICLES USED BY A SINGLE DRIVER FOR SALES/SERVICES (E.G. REAL ESTATE, CLEANING SERVICES, HOME HEALTH/AIDE CARE SERVICES AND GARDENING) OR LIGHT DUTY CONTRACTING (E.G. ELECTRICIAN, CARPENTER AND PLUMBER).
- 11. IF YOUR VEHICLE IS USED FOR RACING AND OTHER COMPETITION.
- 12. FOR DAMAGE OR INJURY TO PERSON OR PROPERTY; OTHER THAN TO REPAIR THE COVERED FRONT WINDSHIELD IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SERVICE CONTRACT.
- 13. FOR DAMAGE TO AREAS OF THE VEHICLE OTHER THAN THE FRONT WINDSHIELD.
- 14. FOR STRESS CRACKS OR CRACKS OVER 6 INCHES.
- 15. FOR FACTORY DEFECTS.
- 16. FOR ANY CONDITION OR DAMAGE WHICH EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE OF THE SERVICE CONTRACT.

3. PAINTLESS DENT REPAIR PROTECTION PLAN

A. WHAT IS COVERED

Paintless Dent Repair Protection

Paintless Dent Repair (PDR) is a process developed by automobile manufacturing production teams that use specialized hand tools to permanently remove dings and minor dents without affecting the existing paint finish, but does not include services that involve the replacement of vehicle body panels or sanding, bonding or repainting. During the Service Contract Term, **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** incurred to repair covered dents and dings on exterior body of the **Vehicle** that are accessible and are repairable through existing PDR techniques. This Service Contract is limited to **Vehicles** with steel or aluminum body panels.

B. WHAT IS NOT COVERED

UNDER PAINTLESS DENT REPAIR PROTECTION PLAN, WE WILL NOT PAY BENEFITS:

- 1. FOR A REPAIR COVERED BY ANY WARRANTY OR YOUR PRIMARY INSURANCE COVERAGE.
- 2. FOR A REPAIR WHEN THE MANUFACTURER, BY PUBLIC ANNOUNCEMENT OR RECALL, ESTABLISHED ITS RESPONSIBILITIES FOR ANY MANUFACTURER’S DEFECT.
- 3. FOR DAMAGE CAUSED BY HAIL, WATER, FREEZING, FLOOD, WIND, LIGHTNING OR WEATHER RELATED HAZARDS.
- 4. FOR REPAIRS THAT ARE PERFORMED WITHOUT THE ADMINISTRATOR’S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR’S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SERVICE CONTRACT SECTION IV. YOUR RESPONSIBILITIES).

II. PROTECTION PLANS (CONTINUED)

- 5. FOR DAMAGE CAUSED BY NEGLIGENCE, ABUSE, MISUSE, INTENTIONAL ACTS, ACCIDENTS, WAR, RIOTS, TERRORIST ACTS, EXPLOSION, COLLISION, MANUFACTURER’S DEFECTS, VANDALISM, MALICIOUS MISCHIEF, FIRE OR THEFT.
- 6. FOR DAMAGE OCCURRING FROM OPERATING ON ANY SURFACE OTHER THAN FEDERAL, STATE, COUNTY, CITY OR MUNICIPALITY PAVED ROAD OR HIGHWAYS.
- 7. FOR COSMETIC DAMAGE (INCLUDING BUT NOT LIMITED TO SCRATCHES, NICKS, DISCOLORATION AND DETERIORATION) TO YOUR VEHICLE’S PAINT.
- 8. FOR OTHER THAN ON-ROAD PASSENGER VEHICLES.
- 9. IF YOUR VEHICLE IS AN EXOTIC VEHICLE OR A LIMITED PRODUCTION VEHICLE OR IS A TRUCK RATED MORE THAN 1 TON.
- 10. IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES. EXAMPLES INCLUDE BUT ARE 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, COMPANY POOL USE OR BUSINESS TRAVEL WHEN THE VEHICLE IS USED BY MORE THAN ONE DRIVER, VEHICLES USED BY A SINGLE DRIVER FOR SALES/SERVICES (E.G. REAL ESTATE, CLEANING SERVICES, HOME HEALTH/AIDE CARE SERVICES AND GARDENING) OR LIGHT DUTY CONTRACTING (E.G. ELECTRICIAN, CARPENTER AND PLUMBER).
- 11. IF YOUR VEHICLE IS USED FOR RACING AND OTHER COMPETITION.
- 12. FOR DAMAGE OR INJURY TO PERSON OR PROPERTY; OTHER THAN TO REPAIR THE COVERED PANEL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SERVICE CONTRACT.
- 13. FOR DENTS THAT HAVE BEEN PREVIOUSLY REPAIRED USING METHODS OF BODY FILLERS AND REPAINTING.
- 14. FOR LARGE OR DEEP DENTS OR DINGS IN EXCESS OF 4 INCHES IN LENGTH/DIAMETER.
- 15. FOR DENTS THAT ARE INACCESSIBLE DUE TO THE FOLLOWING: (A) THE EXISTENCE OF AFTER-MARKET EQUIPMENT, OR (B) WHERE SUCH AFTER-MARKET EQUIPMENT OR INSTALLATION THEREOF HAS ALTERED THE ORIGINAL VEHICLE CONFIGURATION OR (C) EDGES WHERE IT IS DETERMINED THAT THE MANUFACTURER’S BRACING DOES NOT ALLOW FOR THE PDR PROCESS.
- 16. FOR REPAIRS TO CREASED METALS OR DENTS AND DINGS THAT HAVE BROKEN THE PAINT OR PUNCTURED THE METAL OF THE VEHICLE.
- 17. FOR REPAIRS TO ANY DENT OR DING THAT, IF REPAIRED, COULD IN ANY WAY DAMAGE THE VEHICLE’S ORIGINAL MANUFACTURER’S PAINT OR FINISH.
- 18. FOR VEHICLES WHICH UTILIZE 100% PLASTIC, FIBERGLASS OR OTHER NON-METAL COMPOSITE BODY PANEL.
- 19. FOR ANY CONDITION OR DAMAGE WHICH EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE OF THE SERVICE CONTRACT.

III. ADDITIONAL BENEFITS

The benefits shown below are included with the selection of the ThreeForOne Protection; or any two Individual Protection Plans; or any Individual Protection Plan.

1. EMERGENCY ROADSIDE ASSISTANCE

Emergency Roadside Assistance is available 24 hours a day, 365 days a year. The following are the 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 **Repair Facility** requested by **You**.
- **Flat Tire Assistance** – service consists of the removal of the flat tire and its replacement with **Your Vehicle’s** spare tire.
- **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** are responsible for the cost of fuel, oil, fluid and water.
- **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**.

This benefit, up to \$100 per occurrence, is available to the **Vehicle** listed on the Information Schedule. **You** will only have to pay for covered costs in excess of \$100 per occurrence and for any non-covered costs.

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

UNDER EMERGENCY ROADSIDE ASSISTANCE, WE WILL NOT PAY BENEFITS:

- 1. FOR COST OF PARTS, REPLACEMENT KEYS, FLUIDS, LUBRICANTS, FUEL, COST OF INSTALLATION OF PRODUCTS OR MATERIALS.
- 2. FOR NON-EMERGENCY TOWING OR OTHER NON-EMERGENCY SERVICE.
- 3. FOR ANY SERVICE AVAILABLE THROUGH A VALID MANUFACTURER’S WARRANTY OR SERVICE.
- 4. FOR MOUNTING OR REMOVING OF SNOW TIRES OR CHAINS; WINCHING; EXTRICATION; TIRE REPAIR.
- 5. FOR CAMPING TRAILERS, TRAVEL TRAILERS OR ANY VEHICLES IN TOW.
- 6. FOR ANY FINES, VEHICLE STORAGE CHARGES OR A SECOND TOW.
- 7. FOR TOWING FROM AN UNLICENSED REPAIR FACILITY.
- 8. FOR TOWING BY OTHER THAN A LICENSED TOWING SERVICE, SERVICE STATION OR GARAGE.
- 9. FOR SERVICE ON A VEHICLE THAT IS NOT IN A SAFE CONDITION TO BE TOWED.
- 10. 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, ETC.
- 11. FOR TOWING AT THE DIRECTION OF A LAW ENFORCEMENT OFFICER RELATING TO TRAFFIC OBSTRUCTION, IMPOUNDMENT, ABANDONMENT, ILLEGAL PARKING OR OTHER VIOLATIONS OF LAW.
- 12. FOR REPEATED SERVICE CALLS FOR A VEHICLE IN NEED OF ROUTINE MAINTENANCE OR REPAIR.
- 13. FOR MORE THAN ONE DISABLEMENT FOR THE SAME CAUSE DURING ANY SEVEN DAY PERIOD.
- 14. FOR SERVICE SECURED INDEPENDENTLY OF THIS PROGRAM. FEES FOR SERVICE INCURRED INDEPENDENTLY ARE NOT COVERED.

2. FIRST DAY RENTAL

If **Your Vehicle** requires a covered repair under **Your** Tire & Wheel Protection Plan or Windshield Protection Plan or Paintless Dent Repair Protection Plan, **We** will pay **Your** actual expenses to rent a replacement vehicle from a licensed rental agency not to exceed \$35 for a maximum of one day.

IV. YOUR RESPONSIBILITIES

If Your Vehicle requires a repair covered by this Service Contract, You agree to:

- Use all reasonable means to protect Your Vehicle from further damage.
- Notify the Administrator as soon as possible.
- Obtain authorization from the Administrator prior to beginning any repairs covered by this Service Contract.
- Call the following business day or as soon as reasonably possible to receive claim filing instructions should damage to Your Vehicle occur on a weekend or holiday. Customer service hours are 7:00 AM – 7:00 PM (Central Time) Monday through Friday.
- Allow the Administrator to inspect Your Vehicle if the Administrator asks to do so.

Emergency Repair Instructions: In the event that the Administrator's office is closed and emergency repairs are necessary, You may follow the claim procedures and commence 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 repairs no later than thirty (30) days after the repair. 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.

V. WHO TO CALL FOR REPAIR AUTHORIZATION

For Tire & Wheel Repair, Windshield Repair and Paintless Dent Repair authorization, You must contact the Selling Dealer. If You are unable to return to the Selling Dealer or are traveling out of town, call the Administrator toll-free.

1-888-989-4435

To Register your Service Contract for Self-Service, Visit Us At:
www.mrclaims.net

VI. GENERAL PROVISIONS

1. Service Contract Term

The Service Contract Term is the **Months** shown on the Information Schedule. The Service Contract begins on the **Service Contract Purchase Date** as shown on the Information Schedule. The Service Contract ends when the **Months** from the **Service Contract Purchase Date** is reached.

2. When And Where You Are Covered

You are covered when this Service Contract is issued to **You**. This Service Contract applies only to repairs occurring within the continental United States of America, Alaska, Hawaii and Canada.

3. If You Have Other Coverage

If **You** have any other coverage, **We** will pay only the amount in excess of that coverage, subject to the limits of this Service Contract.

4. Your Help And Cooperation

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.

5. Limit of Liability

You are responsible for any costs over the specified limits and for any non-covered expenses.

6. 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.

7. 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 repair). 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. 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 be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

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 (1) year of the earlier of the date the repair occurred or the dispute arose. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire 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 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. The laws of the state of Illinois (without giving effect to its conflict of law principles) 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.

8. How This Service Contract May Be Transferred

This provision applies to any individual Protection Plan(s) or the ThreeForOne Protection plan as indicated on the Information Schedule. **Your** rights and duties under this Service Contract may only be transferred to subsequent purchaser directly by **You** within thirty (30) days from the date of sale to the subsequent owner and upon payment to the **Administrator** of a fifty dollar (\$50) transfer fee. 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 or legal representative.

9. How This Service Contract May Be Canceled – Including Refunds And Charges

This provision applies to any individual Protection Plan(s) or the ThreeForOne Protection plan as indicated on the Information Schedule.

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. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract 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 thirty (30) days prior to cancellation. This notice shall state the effective date of and the reason for cancellation. **We** may cancel this Service Contract for any reason within ninety (90) days of the **Service Contract Purchase Date**. After ninety (90) days, **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
- If **You** use **Your Vehicle** in any manner not covered by this Service Contract.

Cancellation By Lienholder

If this Service Contract is financed, the Lienholder (shown on the Information Schedule) may cancel the Service Contract in the event **You** default in **Your** obligation to such Lienholder or in the event **Your Vehicle** is declared a total loss or is repossessed.

How Refunds Are Calculated

If the Service Contract is canceled within sixty (60) days of the **Service Contract Purchase Date** and a claim has not been incurred, a one hundred percent (100%) refund of the **Service Contract Price** will be made. After sixty (60) days or if a claim has been incurred, a pro-rata refund of the unused **Months** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the percentage of the unused **Months** compared to the total **Months** of the Service Contract Term, less an administrative fee of fifty dollars (\$50). All refunds will be paid to the Lienholder if any, otherwise to **You**. If the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to ninety (90) days.

VI. GENERAL PROVISIONS (CONTINUED)

10. 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** claim is not paid within sixty (60) days after 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.

11. 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.

VII. STATE AMENDMENTS

This Service Contract is amended to comply with the following state requirements:

Alabama

GENERAL PROVISIONS – Section 9 “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 ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

How Refunds are Calculated is amended as follows:

The fifty dollar (\$50) administrative fee is deleted and replaced with a twenty-five dollar (\$25) administrative fee.

Alaska

WHAT IS NOT COVERED – For TIRE & WHEEL PROTECTION PLAN – is amended as follows:

Exclusion #6 – Any reference to “**TERRORISTS ACTS**” within this exclusion is deleted in its entirety.

WHAT IS NOT COVERED – For WINDSHIELD PROTECTION PLAN – is amended as follows:

Exclusion #6 – Any reference to “**TERRORISTS ACTS**” within this exclusion is deleted in its entirety.

WHAT IS NOT COVERED – For PAINTLESS DENT REPAIR PROTECTION PLAN – is amended as follows:

Exclusion #5 – Any reference to “**TERRORISTS ACTS**” within this exclusion is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “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 ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

How Refunds are Calculated is amended to include:

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

Arizona

NOTICE TO CUSTOMER – is amended to include:

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

WHAT IS NOT COVERED – For TIRE & WHEEL PROTECTION PLAN – is amended as follows:

Exclusions #11 & 12 are amended to include: “**WHILE THE VEHICLE IS OWNED BY YOU.**”

Exclusions #10 & 24 are deleted in their entirety.

WHAT IS NOT COVERED – For WINDSHIELD PROTECTION PLAN – is amended as follows:

Exclusions #10 & 11 are amended to include: “**WHILE THE VEHICLE IS OWNED BY YOU.**”

Exclusions #9 & 16 are deleted in their entirety.

WHAT IS NOT COVERED – For PAINTLESS DENT REPAIR PROTECTION PLAN – is amended as follows:

Exclusions #10 & 11 are amended to include: “**WHILE THE VEHICLE IS OWNED BY YOU.**”

Exclusions #9 & 19 are deleted in their entirety.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “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 thirty (30) days prior to cancellation. This notice shall state the effective date of and the reason for cancellation. **We** may cancel this Service Contract at any time for the following reasons:

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

California

WHAT IS NOT COVERED – For TIRE & WHEEL PROTECTION PLAN – – Exclusion #15 is revised to read:

15. FOR DAMAGE CAUSED BY CURB IMPACT, VALVE OR RIM LEAKS, IMPROPER INSTALLATION, DRY ROT IN EITHER SIDEWALL OR TREAD, TIRE CHAINS, OFF ROAD USE.

GENERAL PROVISIONS – Section 6 “Subrogation” is deleted in its entirety.

GENERAL PROVISIONS – Section 7 “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 or replacement arising from a repair). 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.

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 (1) year of the earlier of the date the repair occurred or the dispute arose. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire 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 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 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 9 “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 sixty (60) days prior to cancellation. **We** may cancel this Service Contract for any reason within sixty (60) days of the **Service Contract Purchase Date**. After sixty (60) days, **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**.

How Refunds are Calculated is amended as follows:

No administrative fee will be charged within the first sixty (60) days of cancellation from the **Service Contract Purchase Date**.

The fifty dollar (\$50) administrative fee is deleted and replaced with an administrative fee of twenty-five dollars (\$25) or ten percent (10%) of the refund amount, whichever is less.

VII. STATE AMENDMENTS (CONTINUED)

California - continued

The sentence “If the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to ninety (90) days.” is deleted in its entirety. If the Service Contract is canceled by **Us**, no administrative fee will be charged.

GENERAL PROVISIONS – Section 10 “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 the Service Contract has been denied or has not been honored within sixty (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.

Colorado

GENERAL PROVISIONS – Section 10 “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 7 “Dispute Resolution – Arbitration” is amended to include:
The State of Connecticut has established an arbitration process to settle disputes between **You** and **Us** arising from extended **Warranty** contracts. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the **Cost** of repair of the product and a copy of this Service Contract.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds and Charges”

Cancellation By Us is amended as follows:

The thirty (30) day written notice prior to cancellation is deleted and replaced with forty-five (45) days.

Florida

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

YOUR RESPONSIBILITIES – “Emergency Repair Instructions” is amended as follows: The thirty (30) day time period for filing a claim is deleted and replaced with ninety (90) days.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 8 “How This Service Contract May Be Transferred” is amended as follows:

The fifty dollar (\$50) transfer fee is deleted and replaced with a forty dollar (\$40) transfer fee.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is deleted in its entirety and replaced by the following:

This provision applies to any individual Protection Plan(s) or the ThreeForOne Protection plan as indicated on the Information Schedule.

Cancellation By You

You may cancel this Service Contract at any time. To cancel, contact the **Selling Dealer** or the **Administrator**. The **Selling Dealer** will assist with **Your** cancellation request. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract must be included with **Your** request for cancellation. If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date**, a one hundred percent (100%) refund of the **Service Contract Price** will be made less any claims paid on the Service Contract. After sixty (60) days or if **You** have incurred a claim, a pro-rata refund of the unused **Months** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the percentage of the unused **Months** compared to the total **Months** of **Your** Service Contract Term, less an administrative fee of fifty dollars (\$50) or ten percent (10%) of the refund amount, whichever is less. All refunds will be paid to the Lienholder if any, otherwise to **You**.

Cancellation By Us

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

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. A pro-rata refund of the unused **Months** will be made. The pro-rata refund will not be less than one hundred percent (100%) of the paid unearned pro-rata premium less any claims paid on the Service Contract. All refunds will be paid to the Lienholder if any, otherwise to **You**.

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

Georgia

INFORMATION SCHEDULE – Section 6. Lienholder – is deleted in its entirety and replaced by the following:

I, the undersigned buyer of this Service Contract hereby authorize the following Lienholder: 1. To cancel the Service Contract in the event my Vehicle is declared a total loss or is repossessed by the Lienholder; and 2. To receive any refund for credit to my account in the event this Service Contract is canceled.

WHAT IS NOT COVERED – For TIRE & WHEEL PROTECTION PLAN – is amended as follows:

Exclusion #11 any reference to “**DELIVERY SERVICE**” is deleted in its entirety.

Exclusion #24 is deleted in its entirety.

WHAT IS NOT COVERED – For WINDSHIELD PROTECTION PLAN – is amended as follows:

Exclusion #10 any reference to “**DELIVERY SERVICE**” is deleted in its entirety.

Exclusion #16 is deleted in its entirety.

WHAT IS NOT COVERED – For PAINTLESS DENT REPAIR PROTECTION PLAN – is amended as follows:

Exclusion #10 any reference to “**DELIVERY SERVICE**” is deleted in its entirety.

Exclusion #19 is deleted in its entirety.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is deleted in its entirety and replaced by the following:

This provision applies to any individual Protection Plan(s) or the ThreeForOne Protection plan as indicated on the Information Schedule.

Cancellation By You

You, or a person authorized by **You**, may cancel this Service Contract at any time. To cancel, contact the **Selling Dealer**. The **Selling Dealer** will assist with **Your** cancellation request. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract must be included with **Your** request for cancellation. If **You** cancel this Service Contract, **You** will receive one hundred percent (100%) of the unearned pro-rata **Service Contract Price**, less an administrative fee of fifty dollars (\$50) or ten percent (10%) of the unearned pro-rata **Service Contract Price**, whichever is less. The refund will be paid to the Lienholder if any, otherwise to **You**.

Cancellation By Us

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**.

If **We** cancel this Service Contract, **We** will mail **You** written notice:

- At least ten (10) days prior to the effective date of cancellation if **You** do not pay the **Service Contract Price**; or
- At least thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation.

If **We** cancel this Service Contract, **You** will receive one hundred percent (100%) of the unearned pro-rata **Service Contract Price**. The refund will be paid to the Lienholder if any, otherwise to **You**.

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

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

VII. STATE AMENDMENTS (CONTINUED)

Hawaii

GENERAL PROVISIONS – Section 9 “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 ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (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 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

How Refunds are Calculated is amended to include:

The fifty dollar (\$50) administrative fee is deleted and replaced with an administrative fee of fifty dollars (\$50) or ten percent (10%) of the refund amount, whichever is less.

Indiana

This service contract is not insurance and is not subject to Indiana insurance law.

No deductible applies for the Protection Plans listed within Section II of this Service Contract.

Your proof of payment to the Selling Dealer for this Service Contract shall beconsidered 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 9 “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 sixty (60) days after the 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 357.

If You have questions regarding Your Service Contract, You may address them to the Iowa Insurance Commissioner at the following address:

Iowa Insurance Division, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738.

PROTECTION PLANS – is amended to include:

Used 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 the national standards recognized by the Insurance Division.

GENERAL PROVISIONS – Section 9 “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 ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the Selling Dealer or the Administrator.

How Refunds are Calculated is amended as follows:

The sentence “All refunds will be paid to the Lienholder if any, otherwise to You.” is revised to read “All refunds will be paid by the Selling Dealer to the Lienholder if any, otherwise to You.”

Kentucky

ADDITIONAL BENEFITS – Section 1 “Emergency Roadside Assistance” is deleted in its entirety and replaced by the following:

When a covered repair disables Your Vehicle, We will pay, or at Our option, reimburse You the Cost for towing not to exceed one hundred dollars (\$100) per disablement, provided such labor is performed at the scene of the disablement.

Louisiana

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges”

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

If this Service Contract is canceled within sixty (60) days of the Service Contract Purchase Date, a one hundred percent (100%) refund of the Service Contract Price will be made. After sixty (60) days, a pro-rata refund of the unused Months will be made. The pro-rata refund will be calculated by multiplying the Service Contract Price by the percentage of the unused Months compared to the total Months of Your Service Contract Term of the Service Contract, less an administrative fee of fifty dollars (\$50). All refunds will be paid to the Lienholder if any, otherwise to You. If the Service Contract is canceled by Us, the cancellation period of sixty (60) days is changed to ninety (90) days.

Maine

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “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 ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the Selling Dealer or the Administrator.

How Refunds are Calculated is amended as follows:

The fifty dollar (\$50) administrative fee is deleted and replaced with an administrative fee of fifty dollars (\$50) or ten percent (10%) of the refund amount, whichever is less.

Maryland

GENERAL PROVISIONS – Section 9 “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 ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the Selling Dealer or the Administrator.

Massachusetts

NOTICE TO CUSTOMER: 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 CONTRACT.

GENERAL PROVISIONS – Section 9 “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 ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (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 term of this Service Contract shall be extended for the period of the strike or work stoppage.

Minnesota

GENERAL PROVISIONS – Section 9 “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 ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the Selling Dealer or the Administrator.

Mississippi

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

VII. STATE AMENDMENTS (CONTINUED)

Missouri
GENERAL PROVISIONS – Section 9 “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 ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (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 **Us**. **We** will mail **You** written notice of **Our** receipt and resulting cancellation of **Your** Service Contract within forty-five (45) days of the date of cancellation.
GENERAL PROVISIONS – Section 10 “Insurance” is amended to include:
A claim against the **Provider** may also include a claim for return of the unearned **Provider** fee.

Nebraska
GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety and replaced by the following:
Notwithstanding anything in the 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**.
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 (1) year of the earlier of the date the loss occurred or the dispute arose. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire 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 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
WHAT IS NOT COVERED – For TIRE & WHEEL PROTECTION PLAN – Exclusion #13 is deleted in its entirety and replaced by the following:
13. FOR DAMAGE OR INJURY TO PERSON OR PROPERTY OR FOR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS; OTHER THAN TO REPLACE THE COVERED TIRE & WHEEL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SERVICE CONTRACT.
WHAT IS NOT COVERED – For WINDSHIELD PROTECTION PLAN – Exclusion #12 is deleted in its entirety and replaced by the following:
12. FOR DAMAGE OR INJURY TO PERSON OR PROPERTY OR FOR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS; OTHER THAN TO REPAIR THE COVERED FRONT WINDSHIELD IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SERVICE CONTRACT.
WHAT IS NOT COVERED – For PAINTLESS DENT REPAIR PROTECTION PLAN – Exclusion #12 is deleted in its entirety and replaced by the following:
12. FOR DAMAGE OR INJURY TO PERSON OR PROPERTY OR FOR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS; OTHER THAN TO REPAIR THE COVERED PANEL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SERVICE CONTRACT.
GENERAL PROVISIONS – Section 1 “Service Contract Term” is amended to include: This Service Contract is not renewable.
GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.
GENERAL PROVISIONS – Section 9 “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 ten percent (10%) penalty of the **Service Contract Price** per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Cancellation By Us is amended as follows:
Our right to cancel for any reason is changed from ninety (90) days to seventy (70) days.
We may only cancel this Service Contract after seventy (70) days for the following reasons:
• 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**; 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 **Service Contract Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

How Refunds are Calculated is amended as follows:
If the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to seventy (70) days. If the Service Contract is canceled by **Us**, no administrative fee will be charged.

New Hampshire
GENERAL PROVISIONS – Section 10 “Insurance” is amended to include:
If **You** are not satisfied with the insurance company’s response, **You** may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261.

New Jersey
GENERAL PROVISIONS – Section 9 “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 ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

New Mexico
GENERAL PROVISIONS – Section 1 “Service Contract Term” is amended to include: This Service Contract is not renewable.
GENERAL PROVISIONS – Section 9 “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 ten percent (10%) penalty per month shall be added to a refund that is not paid within sixty (60) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.
Cancellation By Us is amended as follows:
Our right to cancel for any reason is changed from ninety (90) days to seventy (70) days.
We may only cancel this Service Contract after seventy (70) days for the following reasons:
• 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**; 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 **Service Contract Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

How Refunds are Calculated is amended as follows:
If the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to seventy (70) days.

North Carolina
GENERAL PROVISIONS – Section 9 “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 thirty (30) days prior to cancellation. **We** may only cancel this Service Contract at any time for any of the reasons listed below:
• If there has been a material misrepresentation or fraud by **You**; or
• If **You** do not pay the **Service Contract Price**.

How Refunds are Calculated is amended as follows:
The fifty dollar (\$50) administrative fee is deleted and replaced with an administrative fee of fifty dollars (\$50) or ten percent (10%) of the refund amount, whichever is less.

VII. STATE AMENDMENTS (CONTINUED)

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 – Section 1 “Emergency Roadside Assistance” is amended as follows:
Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. dba Road America Motor Club, 7300 Corporate Center Drive, Suite 601, Miami, FL 33126, 1-305-392-4300.

Exclusion #10 is amended to remove the term ‘ETC’ from the statement.

GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

GENERAL PROVISIONS – Section 9 “How This Service Contract May Be Canceled – Including Refund And Charges” is deleted in its entirety and replaced by the following:

This provision applies to any individual Protection Plan(s) or the ThreeForOne Protection plan as indicated on the Information Schedule.

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. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract must be included with **Your** request for cancellation. If **You** cancel this Service Contract, **You** will receive one hundred percent (100%) of the unearned pro-rata premium, less an administrative fee of fifty dollars (\$50) or ten percent (10%) of the unearned pro-rata premium, whichever is less. All refunds will be paid to the Lienholder if any, otherwise to **You**.

Cancellation By Us

We may cancel this Service Contract for any reason within ninety (90) days of the **Service Contract Purchase Date**. After ninety (90) days, **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**;
- If **Your Vehicle** has a salvage title; or
- If **You** use **Your Vehicle** in any manner not covered by this Service Contract.

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. The pro-rata refund will be one hundred percent (100%) of the unearned pro-rata premium. All refunds will be paid to the Lienholder if any, otherwise to **You**.

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

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 9 “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 ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Texas

The **Administrator** is Automotive Warranty Services, Inc., Texas Provider #168.

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 9 “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 ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**. If **Your** cancellation refund is not paid within forty-five (45) days after the 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 amended to include:

If this Service Contract is canceled by **Us**, no administrative fee will be charged.

Utah

No deductible applies for the Protection Plans listed on the Information Schedule within the Service Contract Information section.

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.

YOUR RESPONSIBILITIES – “Emergency Repair Instructions” is amended as follows: Utah residents are not limited to filing claims within thirty (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 7 “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 9 “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 thirty (30) days prior to cancellation. **We** may cancel this Service Contract for any reason within sixty (60) days of the **Service Contract Purchase Date**. After sixty (60) days, **We** may cancel this Service Contract:

- For nonpayment of premium;
- 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 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 (shown on the Information Schedule) to receive the refund.

How Refunds Are Calculated is amended as follows:
The sentence “If the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to ninety (90) days.” is deleted in its entirety.

VII. STATE AMENDMENTS (CONTINUED)

Wisconsin
THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.
No deductible applies for the Protection Plans listed on the Information Schedule within the Service Contract Information section.
ADDITIONAL BENEFITS – Section 1 “Emergency Roadside Assistance” is amended to include:
Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. dba Road America Motor Club, 7300 Corporate Center Drive, Suite 601, Miami, FL 33126, 1-305-392-4300.
WHAT IS NOT COVERED – For TIRE & WHEEL PROTECTION PLAN, WINDSHIELD PROTECTION PLAN and PAINTLESS DENT REPAIR PROTECTION PLAN is amended as follows: Exclusion #4 is deleted in its entirety.
YOUR RESPONSIBILITIES – “**Emergency Repair Instructions**” is amended to include: The thirty (30) day time period for filing a claim is deleted and replaced with as soon as reasonably possible.
GENERAL PROVISIONS – Section 6 “Subrogation” is amended to include: **You** will be made whole before **We** retain any amount **We** may recover.
GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.
GENERAL PROVISIONS – Section 9 “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 ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (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 thirty (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
• If **You** use **Your Vehicle** in any manner not covered by this Service Contract.

How Refunds are Calculated is amended as follows:
The sentence “If the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to ninety (90) days.” is deleted in its entirety.
The fifty dollar (\$50) administrative fee is deleted and replaced with an administrative fee of fifty dollars (\$50) or ten percent (10%) of the refund amount, whichever is less.
In the event **Your Vehicle** is declared a total loss, **You** may cancel the Service Contract and receive a pro-rate refund of the Service Contract Price, less any claims paid. No administrative fee will be charged.

Wyoming
GENERAL PROVISIONS – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.
GENERAL PROVISIONS – Section 9 “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 ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.
Cancellation By Lienholder 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 (shown in Section 6 of the Information Schedule) to receive the refund.
How Refunds are Calculated is amended as follows:
The sentence “All refunds will be paid to the Lienholder if any, otherwise to **You**.” is revised to read “All refunds will be made payable to the Lienholder and **You**.”

VIII. LENDER REQUIREMENTS

If **Your Vehicle** is financed with Ford Motor Credit Company (FMCC):
WINDSHIELD PROTECTION PLAN – A. WHAT IS COVERED – The following sentence is deleted in its entirety:
“The maximum amount **We** will pay for windshield repair during the Service Contract Term shall not exceed \$2,000.”
TIRE & WHEEL PROTECTION PLAN – A. WHAT IS COVERED – Wheel Hazard Protection: Cosmetic Wheel Repair is deleted in its entirety and replaced by the following:
• Cosmetic Wheel Repair – **We** will pay the full charges incurred for the repair of the wheel(s) due to **Cosmetic Damage**.