

Service Contract Number:



Service Contract Purchase Date:

## APPLICATION / VEHICLE SERVICE CONTRACT

MAIN OFFICE (866) 660-7003 • ROADSIDE ASSISTANCE (877) 626-0880

## Owner Information:

LAST NAME	FIRST NAME	PHONE	EMAIL
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS	CITY	STATE	ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## Co- Owner Information:

NAME	PHONE	EMAIL
<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS	CITY	STATE ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>

## Selling Dealership Information:

DEALER ID#	DEALERSHIP NAME	PHONE
<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS	CITY	STATE ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>

## Vehicle Information:

VIN#	YEAR	MAKE	MODEL
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
PRESENT MILEAGE	VEHICLE PURCHASE PRICE	IN-SERVICE DATE	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

VEHICLE SURCHARGES    V10 & V12 ☐    EV BATTERY ☐    SUPER CHARGE / TURBO ☐    4WD/AWD ☐    CONVERTIBLE ☐

## Coverage Information:

EXECUTIVE <input type="checkbox"/>	ELITE <input type="checkbox"/>	PREMIER <input type="checkbox"/>	TERM <input type="text"/> MONTHS	TERM <input type="text"/> MILES
SERVICE CONTRACT PRICE	LIEN HOLDER (IF APPLICABLE)			
<input type="text"/>	<input type="text"/>			
EXPIRATION DATE	EXPIRATION MILEAGE*			
<input type="text"/>	<input type="text"/>			

## Deductible

\$100 ☐    \$500 ☐    \$1000 ☐

You have read, understand, and agree to the terms and conditions within the body of this Vehicle Service Contract.

OWNER SIGNATURE:

DATE:

The purchase of this **Vehicle Service Contract** is not required to obtain financing or to purchase or lease this vehicle. This **Vehicle Service Contract** is not an insurance policy, a warranty, or a guarantee. This **Vehicle Service Contract** is between **You** and the **Administrator/Obligor**. The **Service Contract** Purchase Price may be financed with the purchase of this **Vehicle** or with other approved payment options allowed by **Us**. **You** understand that it is required to obtain authorization prior to beginning any repairs covered by this **Service Contract**. This **Service Contract** does not cover the benefits provided under Dealer Warranties required by state law. If the manufacturer's warranty has been declared void, this **Service Contract** does not cover the Vehicle until the end of what would have been the manufacturer's warranty. This **Service Contract** represents the entire contract 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**. The attached Terms and Conditions are incorporated herein by reference.

## VEHICLE SERVICE CONTRACT – TERMS AND CONDITIONS – SEE STATE DISCLOSURES

### DEFINITIONS:

- **Administrator/Obligor (We, Us, Our)** – Ascent Administration Services, LLC, 2821 N Norwalk, Ste. 103, Mesa, AZ 85215, Telephone: 866-660-7003;
  - In California, the **Administrator/Obligor** is Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133, License No.: OC79822
  - In Florida, the **Administrator** is Minnehoma Automobile Association, Inc., P.O. Box 35008, Tulsa, OK 74153-0008, License #60033
  - In Florida, the **Obligor** is Old Republic Insurance Company, P. O. Box 35008, Tulsa, OK 74153-0008
  - In New York, the **Administrator/Obligor** is ORIAS Warranty Services, 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133
  - In Washington, the Administrator/Obligor is Minnehoma Automobile Association, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133
- **Application Page** – The 1<sup>st</sup> page of these Terms and Conditions executed by **You** which identifies the parties and property covered by the **Vehicle Service Contract**.
- **Breakdown** – The failure of a **Covered Component** under normal service due to defects in material or workmanship. A **Covered Component** has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any noncovered parts.
- **Cost** – The reasonable and fair charges for parts and labor needed to repair and/or replace parts covered by this **Service Contract**. **To the extent applicable, replacement parts will be of like, kind and quality as the covered part(s) and may include Original Equipment Manufacturer (OEM), Non-Original Equipment Manufacturer (Non-OEM), Remanufactured or Recycled Parts.** Parts and labor charges, if any, shall not exceed the manufacturer's suggested retail price as stated by one of the national labor time guides listed.
- **Covered Component** – The eligible parts listed in the Schedule of Coverage section. The listed parts must be factory installed equipment on **Your Vehicle** or replacement parts meeting the manufacturer's specifications. **Replacement parts may be new, remanufactured, or replacement parts of like kind and quality, as determined by the Administrator/Obligor.**
- **Dealer** – The dealership from whom **You** purchased this **Vehicle Service Contract** as shown on the **Application Page**.
- **Deductible** – The **Deductible You** have selected on the **Application Page**. If no **Deductible** is selected on the **Application Page**, the **Deductible** will be \$100 per claim visit.
- **Commercial Use** – A commercial vehicle registered to a business and/or for business purposes. **Vehicles that are in excess of manufacturer's G.V.W. or exceed manufacturer's recommended use are not eligible. Taxi cabs, tow trucks, snowplows, emergency vehicles, livery and police vehicles are ineligible.**
- **Labor** – The labor charges for authorized repairs will be based on the average **Cost** for similar repairs, or as nationally published. Labor time will be determined by a current nationally published flat-rate manual. **In order to receive the full coverage of this Service Contract, You must, at Your expense, maintain the Vehicle in accordance with the manufacturer's recommendations. In the event of a claim under certain circumstances, evidence of proper service may be required. Keep receipts from all routine maintenance work performed.**
- **Pre-Existing Condition** – A condition and/or failure that within all reasonable mechanical probability and mechanical fitness existed prior to the **Service Contract Purchase Date**.
- **Repair Facility** – A licensed **Repair Facility** (licensed as a retail merchant to perform mechanical repairs) authorized by the **Administrator/Obligor** to perform repair services under this **Vehicle Service Contract**.
- **Schedule of Coverage** – **Your** specific level of coverage as shown on the **Application Page** under Coverage.
- **Service Contract Purchase Date** – the date listed on the **Application Page**.
- **Term** – This **Vehicle Service Contract** will last for the time period or mileage indicated, whichever occurs first, so long as **You** own the **Vehicle**, or **You** have properly transferred the **Vehicle** and this **Service Contract**.
- **Vehicle** – The **Vehicle** covered by the terms and conditions of this **Vehicle Service Contract** as listed on the **Application Page**.
- **Vehicle Service Contract (Service Contract)** – This **Vehicle Service Contract** purchased for the **Vehicle** described on the **Application Page**.
- **You, Your, Owner** – the Owner as shown on the **Application Page** or any valid transferee.

### SCHEDULE OF COVERAGE:

- I. **EXECUTIVE COVERAGE:** Under this **Service Contract** when selecting the **EXECUTIVE** only includes the **Covered Components** listed in this Section:
- a. **ENGINE:** Cylinder block and all internal parts; cylinder head assemblies; timing case/cover, timing chain, timing belt, tensioners, gears, sprockets, and guides; serpentine belt tensioner; harmonic balancer; oil pump; intake manifold; flywheel with starter ring gear; core plugs; valve covers; oil pan; factory-installed turbocharger/ supercharger including internal parts and wastegate actuator; oxygen sensor; mass airflow sensor; crank sensor; cam sensor; seals and gaskets for listed **Covered Components** only.
  - b. **ENGINE COOLING SYSTEM:** Water pump and housing; fan clutch; radiator.
  - c. **AUTOMATIC TRANSMISSION:** Transmission case and all internal parts; bell housing; transmission pan; torque converter; drive/flex plate; transmission range switch; speed sensors; pressure sensors; PRNDL position switch; transmission control module; valve body; mechatronics unit; conductor plate; servo assemblies; transmission cooler; seals and gaskets for listed components only; and reprogramming/re-flash up to \$150.00 per authorized claim. Transmission case bell housing only if damaged by a **Covered Component** internal to the transmission/ transfer case housing.

- d. **MANUAL TRANSMISSION:** Main shaft; counter shaft; all gears; chain; input shaft; hub assemblies; synchronizers; shift rails; shift fork; and internal transmission bearings. Lubricated parts contained within the transmission case housing. **Transmission case only if damaged by a Covered Component internal to the transmission/transfer case housing. NOTE: Manual transmission clutch parts are not covered at any time.**
- e. **FRONT WHEEL DRIVE:** Transaxle case and all internal parts; axle shaft assemblies; constant velocity joints and boots; differential cover; transaxle speed sensors; transaxle solenoid assembly; transaxle electronic controller; wheel bearings/hub assemblies; seals and gaskets for listed components only. **Transaxle case only if damaged by a Covered Component internal to the transaxle case housing.**  
**ALL WHEEL DRIVE:** Power transfer unit and all internal parts; viscous coupler; axle housing and all internal parts; constant velocity joints and boots; drive shaft and axle shaft assemblies; differential carrier assembly and all internal parts; output ball bearing; output flange; end cover; overrunning clutch; vacuum motor; torque tube; pinion spacer and shim; wheel bearings/hub assemblies; seals and gaskets for listed components only. **Power transfer unit case only if damaged by a Covered Component internal to the power transfer unit housing.**
- f. **REAR WHEEL DRIVE:** Rear axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies; drive shaft center bearings; universal joints and yokes; wheel bearings/hub assemblies; **seals and gaskets for listed components only. Rear axle housing only if damaged by a Covered Component internal to the rear axle housing.**
- g. **FOUR-WHEEL DRIVE (4x4):** Transfer case and all internal parts; transfer case control module and shift mode motor assembly; axle housing and all internal parts; axle shafts; axle shaft bearings; drive shafts assemblies (front and rear); drive shaft center bearings; universal joints; 4x4 hubs; yokes; wheel bearings/hub assemblies; disconnect housing assembly; **seals and gaskets for the listed components only. Transfer case housing only if damaged by a Covered Component internal to the transfer case housing.**
- h. **FLUIDS:** Fluids are covered only when required in conjunction with a **Covered Component**.
- i. **SEALS & GASKETS:** If **Your Vehicle** has less than 100,000 miles at the time of the claim, seals and gaskets are covered for leakage failures as they relate to any listed **Covered Component**. Leakage is defined as an actively dripping seal/gasket. **Seepage is not covered and cannot be claimed under this Service Contract.** Seepage is defined as a wet seal/gasket. **If Your Vehicle has over 100,000 miles at the time of claim, seals and gaskets are covered only when required in conjunction with a Covered Component. Additionally, cylinder head gaskets are covered only for combustion and coolant leaks. Intake manifold gaskets are covered only for coolant leaks.**
- j. **LABOR & DIAGNOSTICS:** The authorized time for a covered repair will be based on the lesser of All Data, the factory guide or Mitchell's ProDemand labor guides. If applicable, **You** must authorize needed diagnosis/disassembly to determine cause of failure and extent of damage. **If it is determined the cause of failure is not covered by Your Service Contract, You will be responsible for any and all diagnosis/disassembly charges.**
- k. **RENTAL BENEFITS:** **You** will be reimbursed \$75.00 for each six hours per the labor guide time to repair or replace the **Covered Component** with a maximum benefit of \$450.00 per claim visit if proof of rental is provided with an authorized claim. Any time not related to the actual repair and replacement of the **Covered Component** is not included in this benefit.
- l. **24-HOUR ROADSIDE ASSISTANCE & TOWING:** **Administrator/Obligor** has contracted with Quest Towing Services, LLC ("Quest Towing Services" or "QTS") who covers **You** for up to three (3) emergency road or towing service events per year. If additional emergency road or towing services are requested, Quest Towing Services will dispatch service; however, **You will be fully responsible for all charges incurred, and You will be required to pay the service provider directly at the time of service.** **You** must be present at time of service. Service provided in the United States and Canada. To make a Roadside Assistance Claim, please call 877-626-0880. All towing and roadside services are provided by Quest Towing Services, LLC, 106 West Tolles Drive, St. Johns, MI 48879. In Nevada, Quest's business address is 3773 Howard Hughes Pkwy, Ste 500s, Las Vegas, NV 89169. For Alabama, Maryland and Utah customers, services are provided by Quest Towing, Inc. In Wyoming, Quest's business address is 1621 Central Ave., Cheyenne, WY 82001. In Maryland, Quest's business address is 1519 York Rd., Lutherville, MD 21093. In Oklahoma, Quest's business address is 324 N. Robinson Ave, Suite 100, Oklahoma City, OK 73102. Services can vary to comply with individual state laws and some restrictions may apply.
  - i. **Emergency Fluid Delivery:** QTS will come to the **Vehicle's** location to deliver normal types of emergency fluids needed to get the **Vehicle** to the nearest service facility, i.e., fuel, oil, water, etc. The cost of fuel, oil, etc., will be **Your** responsibility.
  - ii. **Flat Tire Assistance:** QTS will come to the **Vehicle's** location and replace flat tire with **Your** inflated spare. Repair or replacement cost of tire is **Your** responsibility. The benefit's limit is up to \$50.00 per occurrence.
  - iii. **Dead Battery Jump-Starts:** QTS will come to the **Vehicle's** location to jump-start a dead battery. This service will not be provided to hybrid vehicles. The benefit's limit is up to \$50.00 per occurrence.
  - iv. **Lockout Service:** QTS will come to the **Vehicle's** location to unlock the doors of the **Vehicle** or provide assistance if the key is lost or broken. Any key(s) replacement cost will be **Your** responsibility. The benefit's limit is up to \$50.00 per occurrence.
  - v. **Towing:** QTS will administer the Terms & Conditions of this **Service Contract** to be provided and updated by both parties and provide services up to the benefits limits. Towing under Roadside Assistance does not include Primary or Secondary tow services for **Vehicles** involved in collisions. For towing to the nearest qualified **Repair Facility**, the benefit's limit is up to \$200.00 per occurrence.
  - vi. **Information Hotline:** All non-emergency calls received by QTS will be answered and referred to Administrator.

**Roadside Exclusions:** The following items are not included as part of the Roadside Assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. Non-emergency mounting or removing of snow tires or chains. Shoveling snow from around the Vehicle, tire repair, extrication or winching, motorcycles, trucks over one-and-a-half-ton capacity, antique vehicles (meaning vehicles over 20 years old or out of

manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes or fines. Damage or disablement due to collision, fire, flood or vandalism. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service provider or garage; vehicle storage charges; a second tow for the same disablement. Service on a Vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the Vehicle if towed or serviced. Towing or service on roads not regulatory maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a Vehicle in need of routine maintenance or repair. Services received independently from QTS, without prior authorization from QTS. Only one (1) disablement for the same service type during any seven (7) day period will be accepted.

**THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.**

- m. **TRIP INTERRUPTION:** In the event of a **Breakdown** of a **Covered Component**, the **Administrator/Obligor** will REIMBURSE You a maximum of \$150 per day, not to exceed a total of \$450.00 for three (3) days, for expense incurred by You for meals and/or lodging, provided: You cannot operate Your Vehicle due to a **Breakdown** covered by this **Vehicle Service Contract**; You are more than 100 miles away from Your home; and expenses are incurred between the time of breakdown and the time repairs are completed. (The date of breakdown shall be considered the first day.) We will reimburse one day's trip interruption expense for each six hours of Mitchell's ProDemand labor guide time to repair or replace the **Covered Component**. A detailed receipt must be submitted to the **Administrator/Obligor** before reimbursement will be made.

II. **ELITE COVERAGE:** Includes all coverages listed in EXECUTIVE COVERAGE plus the following components listed in this Section:

- a. **SUSPENSION:** Upper and lower control arms and bushings, if bushings cannot be replaced individually; ball joints; leaf and coil springs only if broken.
- b. **STEERING COMPONENTS:** Power steering gearbox; rack and pinion; and high-pressure lines. **Steering box, rack and pump housing only if damaged by a lubricated part internal to that Covered Component.**
- c. **BRAKE COMPONENTS:** Power brake booster; master cylinder; calipers; ABS hydraulic components; proportioning valve; ABS wheel speed sensors.
- d. **ELECTRICAL COMPONENTS:** Starter motor and solenoid; alternator, voltage regulator; electric cooling fan motor; distributor; power window motors/switches; power door lock actuators/switches; power trunk or tailgate actuator and motor; all manually operated switches; ignition control module; and cruise control assembly.
- e. **AIR CONDITIONING & REFRIGERANT:** Compressor; clutch; condenser; accumulator/receiver drier; and evaporator. **Refrigerant is only covered with a covered repair.**
- f. **FUEL:** Fuel pump; fuel injectors; lift pump; transfer pump; MAP/air charge temperature sensor; intake manifold pressure sensor; and throttle position sensor.

III. **PREMIER COVERAGE:** Includes coverages listed in EXECUTIVE COVERAGE and ELITE COVERAGE, plus ALL OF YOUR VEHICLE'S ORIGINAL FACTORY-EQUIPPED MECHANICAL AND ELECTRICAL PARTS, EXCEPT those excluded by the **TERMS AND CONDITIONS** and the following **PREMIER COVERAGE EXCLUSIONS** (i.e., the following Subsections are NOT COVERED):

- a. **UNDER THE HOOD:** Seals and Gaskets if Your Vehicle is over 100,000 miles at time of claim, other than those covered when required in conjunction with the replacement of a covered component; Manual Transmission Clutch Assembly; Friction Clutch Disc and Pressure Plate; Throw Out Bearing; Slave Cylinder; Manual and Hydraulic Linkages; Exhaust Manifold and Batteries.
- b. **UNDER THE VEHICLE:** Brake Rotors and Drums; Catalytic Converter; Exhaust Pipe; Mufflers; Tail Pipes; Resonators; Frame and Structural Body Parts; Tires, Valve Stems and Wheels/Rims.
- c. **VEHICLE EXTERIOR:** Glass; Windows; Mirrors; Windshields (including any embedded electrical elements); T-Top; Targa Top; Convertible Top; Lighting System Components (including Lenses, Sealed Beams, LED, Xenon, Laser Lighting Systems, and related control systems); Exterior Air/Water Leaks and Noise; Weather Strips; Body Panels; Trims; Moldings; Paint; Bumpers; Body Sheet Metal and Panels.
- d. **VEHICLE INTERIOR:** Safety Restraint Systems (including Air Bags, Sensors, Actuators, Seatbelts and Tensioners); Mirrors; Upholstery; Headliner; and Carpet.
- e. **OTHER/MAINTENANCE:** Alarm System; Remote Controls; Headphones; Light Bulbs; Fuses; any type of Internal Software Updates or other failures; Maintenance services and parts described in Your Vehicle's Owner Manual as supplied by the manufacturer and other normal maintenance service and parts which include, but are not limited to: Alignments; Wheel Balancing; Tune-Ups; Spark Plugs; Spark Plug Wires; Coil to Spark Plug Boots and Connectors; Glow Plugs; Vapor and Emission Canisters; Positive Crankcase Ventilation Valve; Distributor Cap and Rotor; PCV Valve; Gas Cap; Smog Pumps; High-Voltage Vehicle Drive Batteries; Hoses (except steering and air conditioning); Brake Pads; Brake Lining/Shoes; Retainers and Wiper Blades. Filters, Lubricants, Coolants, Fluids and Refrigerants will be covered only if replacement is required in conjunction with an authorized repair.

IV. **VEHICLE SURCHARGES:** Additional charges apply. The following VEHICLE SURCHARGES are included only if previously selected under Vehicle Surcharges on the **Application Page**. If You have purchased one of the optional VEHICLE SURCHARGES (4WD/AWD, Super Charge/Turbo, V10 & V12, EV Battery that fails by 80% degradation, Convertible), then We will provide coverage for an otherwise ineligible vehicle.

V. **COMPONENTS AND EXPENSES NOT COVERED (Applies to all SCHEDULE OF COVERAGE levels):**

- a. Unless You have chosen **PREMIER COVERAGE**, components not listed on Your **SCHEDULE OF COVERAGE**, regardless of failure.
- b. Component failures occurring before We receive and approve the **Application** are not covered.
- c. Any repair done without prior authorization from Us.



- d. We do not provide any coverage for vehicles modified or altered AT ANY TIME beyond original manufacturer's specifications with or without Your knowledge, including but not limited to the following modifications: wheels/tires; lowering kits; emission/exhaust; and engine.
- e. We do not provide any coverage for vehicles used for Commercial Use.
- f. Diagnostic and tear-down charges for non-covered repairs.
- g. Damage from failure to protect Your vehicle after warning indicators illuminate.
- h. Repairs performed due to improper diagnosis.
- i. Fluids, refrigerant, and filters, except if previously stated in the SCHEDULE OF COVERAGE.
- j. Damage resulting from any previous improper repair.
- k. Parts and labor needed to maintain Your Vehicle in accordance with the requirements of Your manufacturer's owner's manual.
- l. Parts of the Vehicle subject to regular maintenance in accordance with the requirements of Your manufacturer's owner's manual.
- m. Damage from flood, fire, impact, and/or accident, regardless of the cause.
- n. Damage from conditions of the environment, including rust and corrosion.
- o. Damage from You altering, misusing, or tampering with the Vehicle, making improper adjustments, or using improper fuels or fluids.
- p. Damage resulting from failure to maintain Your Vehicle according to Your manufacturer's maintenance requirements.
- q. Damage/failure caused by carbon, sludge, or water ingestion.
- r. Fluid leaks and damage caused by fluid leaks.
- s. NON-covered Repair Facility charges.
- t. We do not provide any coverage if, at any time, the Vehicle has/had an inoperative cluster, odometer, and/or odometer display, regardless of if repaired.
- u. We will not be responsible for any time lost, any inconvenience caused by the loss of use of Your Vehicle, the quality of the repair by the Repair Facility or for any other incidental or consequential damages You may have.
- v. **Pre-Existing Condition.**

**VI. PROVISIONS OF THE SERVICE CONTRACT:**

- a. This **Vehicle Service Contract** goes into effect upon acceptance by Us.
- b. **LIMITS OF BENEFITS & LIABILITY:**  
Per Repair Visit: For any (1) repair visit: total cumulative benefits paid or payable under this Service Contract will not exceed the actual cash value. The limit of liability at time of claim is actual cash value immediately prior to the Breakdown as determined by using the most current J.D. Power Used Vehicle Guide available for Your Covered Vehicle based on that zip code.  
Aggregate: The aggregate total of all benefits paid or payable during the Term of this Service Contract shall not exceed the Vehicle Purchase Price as shown on the Application Page. IF THE BREAKDOWN IS COVERED UNDER ANY OTHER OEM, DEALER, DISTRIBUTOR WARRANTY, SERVICE CONTRACT, OR RECALL, WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS SERVICE CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.
- c. **DIAGNOSIS:** We will pay for reasonable, necessary, and customary diagnostic charges incurred in conjunction with a covered repair, not to exceed the labor time listed in a nationally recognized parts and labor guide. DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND, OR NOT A COVERED REPAIR.
- d. **RESERVATION TO REJECT:** We reserve the right to reject any **Vehicle Service Contract Application**. We do not provide coverage for any vehicle not originally manufactured to U.S. specifications, commonly known as grey market vehicles, salvaged vehicles, or factory buybacks.
- e. **ODOMETER:** Your odometer MUST display and function at all times, regardless of Your mileage limitations. If there has been an inaccuracy, tampering, or alteration to the odometer mileage so the true and actual mileage is not shown or cannot be determined, then Your **Service Contract** is void. An inoperative cluster, odometer, and/or odometer display also voids the **Service Contract**. Upon discovery by Us, We will cancel Your **Service Contract** as stated in IX. **CANCELLATION PROVISIONS, b., CANCELLATION BY US.**
- f. **MODIFICATION:** If, at any time, it is determined Your **Vehicle** is altered or modified from original manufacturer's specifications, We could consider this a material misrepresentation, unless the Vehicle Surcharge on the **Application** has been selected for the specific alteration and/or modification. Upon discovery by Us, We will cancel Your **Service Contract** and issue a prorated refund less claims paid or authorized for payment.
- g. **MAINTENANCE:** You are responsible for properly maintaining the **Vehicle** in accordance with manufacturer's specifications and to protect against further damage caused by continued operation or damage from overheating. Coverage is limited to the repair or replacement of any **Covered Component** found to be defective beyond manufacturer's specifications, including failures resulting from normal wear and tear.
- h. **COOPERATION:** You must provide Your Vehicle Identification Number (VIN) or Service Contract Number when contacting Us. You agree You will cooperate with the processing of any claim. Your failure to cooperate is cause to reject, terminate, or cancel the claim and the **Service Contract**.
- i. We do not allow any third party to create any obligation or liability in connection with the **Service Contract**.
- j. The selling **Dealer** is not Our agent.
- k. **OBLIGOR PERFORMANCE & OBLIGATIONS:** Obligations of the **Obligor** under this **Service Contract** are insured under a contractual liability insurance policy issued by Old Republic Insurance Company. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurer, Old Republic Insurance Company, P.O.

- l. MAINTENANCE OF RECORDS:** During **Your** ownership, **You** must retain all **Vehicle** maintenance/repair records for review by **Us** upon request. **You** are responsible for properly using, maintaining, and caring for **Your Vehicle**. Evidence of the performance of the required maintenance must be kept and presented as proof of such maintenance in connection with related repairs covered by this **Vehicle Service Contract**. An example of what **You** will need to support proper maintenance would be repair invoices, receipts, and other such records. **FAILURE TO PROVIDE SUCH EVIDENCE, OR FAILURE TO PROPERLY MAINTAIN THE VEHICLE IN ACCORDANCE WITH YOUR OWNER'S MANUAL, MAY DISQUALIFY YOU FROM COVERAGE.**
- m.** Coverage is superseded by any manufacturer's warranty, recall or warranty on a previous repair.
- n. JURISDICTION AND VENUE; CHOICE OF LAW:** This **Service Contract** and all attachments hereto shall be governed by and construed in accordance with the laws of the state of Arizona, without reference to its conflict of laws provisions. With respect to any litigation based on, arising out of, or in connection with this **Service Contract** and all attachments hereto, the Parties expressly submit to the personal jurisdiction of the Superior Court in and for the County of Maricopa, Arizona, or the United States District Court for the District of Arizona, and the Parties expressly waive, to the fullest extent permitted by law, any objection that they may now or later have to the laying of venue of any such litigation brought in any such court referred to above, including without limitation, any claim that any such litigation has been brought in an inconvenient forum.
- o. ARBITRATION:** In the event of a disagreement between **You** and **Us** concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day **You** filed your claim. Each party will select an arbitrator. The two arbitrators will select an umpire. Each party will pay the expenses of the arbitrator it selects. The expenses of the umpire will be shared equally. Unless both of **Us** agree otherwise, arbitration will take place in the State of Arizona. The Arizona rules of Arbitration, as adopted by the Arizona superior courts, apply. A majority decision between the two arbitrators and the umpire will be binding.
- p. PRIVACY NOTICE:** It is **Our** policy to respect the privacy of **Our** customers. For information on **Our** privacy practices, please review **Our** privacy policy at [www.ascentadmin.com].

**VII. SERVICE CONTRACT CLAIM PROCEDURES: FAILURE, BY YOU OR YOUR REPAIR FACILITY, TO FOLLOW THESE CLAIM PROCEDURES MAY DELAY AND/OR RESULT IN CLAIM DENIAL. TO AVOID DELAY, FOLLOW THE CLAIM PROCEDURES LISTED BELOW:**

- a.** A claim must be opened during normal business hours and while Your Service Contract is active.
- b. RETURNING TO SELLING DEALER FOR REPAIRS:** If Your Vehicle is within one hundred (100) miles of the selling Dealer, You must deliver Your Vehicle to the selling Dealer at the address shown on the Application Page of this Vehicle Service Contract. If Your Vehicle is more than one hundred (100) miles from the selling Dealer, call Us at 866-660-7003 for instructions before You deliver Your Vehicle to a Repair Facility. To assure coverage under the terms of this Service Contract, authorization must be obtained prior to teardown or repair.
- c.** Your Vehicle must be at a Repair Facility, of Your choosing, within the United States, CAPABLE TO: (1) perform tear-down to the point of Covered Component failure, (2) determine the cause and extent of damage, and (3) rebuild the Covered Component. The Vehicle MUST REMAIN at the same Repair Facility until repairs are complete. If Your Repair Facility is unwilling or unable to work with Us, then We reserve the right to require You to choose another Repair Facility.
- d.** Your Repair Facility must call Us at 866-660-7003 to open a claim BEFORE any repairs have begun.
- e.** Your Repair Facility must perform a proper diagnosis to determine the cause of failure and extent of damage, which may include tear-down to the point of component failure upon Our request. YOU ARE RESPONSIBLE FOR THESE CHARGES for non-covered repairs. Your Repair Facility MUST provide Us with an estimate for the covered repair to obtain an authorization number BEFORE any repairs have begun. ANY REPAIRS PERFORMED PRIOR TO AUTHORIZATION WILL BE DENIED.
- f.** We have the right to inspect the Vehicle. If Your Repair Facility is unable/unwilling to show the cause of failure and the extent of damage, You will be responsible for all re-inspection costs.
- g.** We have the option to select new, rebuilt, aftermarket, or used components when authorizing repairs.
- h.** We will arrange for payment or reimbursement of the amount of the authorized repair, less related charges not covered by the Service Contract, less Your Deductible.
- i.** If it is determined a Covered Component has failed and an estimate for the repairs is approved by Us, an Authorization number will be issued for the repair. The Authorization number is valid for 180 days from the date issued. After 180 days the Authorization number and claim are void. No invoice will be processed without a valid Authorization number, Your signature, Repair Facility's warranty on repairs (if applicable) and Repair Facility's identifying information.

**Emergency Repairs (non-business hours only)** – Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Service Contract are required outside of the Dealer's or Administrator/Obligor's business hours, You should deliver Your Vehicle to a Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, You should report the repairs to the Administrator/Obligor for reimbursement, You will be required to provide the repair order/invoice for review.

**VIII. SERVICE CONTRACT TRANSFER PROVISIONS:**

- a.** The Service Contract is transferable, by the original purchaser of the contract, to the subsequent Owner of the Vehicle provided We receive a transfer fee of fifty dollars (\$50.00), check made payable to the Administrator, and one of the following within fourteen (14) calendar days of the Vehicle sale: (1) a copy of the front and back of the original title with original Owner and new Owner signatures; (2) a copy of the new Owner's temporary or permanent registration; or (3) a copy of the bill of sale. Upon receipt of the transfer fee and one of the three above-identified documents, We will provide the new Owner with a transfer form. We will not transfer the Service Contract to another vehicle or to a business. The transferred Service Contract will remain in effect pursuant to the Terms and Conditions of the original Service Contract.

- b. Without payment of the transfer fee, and the execution of the transfer form, the Service Contract cannot be re-assigned and will be void at the time the vehicle is transferred. Call Us at 866-660-7003 or email Us at [transfers@ascentadmin.com](mailto:transfers@ascentadmin.com) within fourteen (14) calendar days of transfer to speak with a Customer Service Representative for more details.
  - c. The new Owner is responsible for all maintenance records from the original Service Contract Purchase Date.
  - d. We retain the right to disapprove of the new Owner subject to the TERMS AND CONDITIONS of this Service Contract.
- IX. **CANCELLATION PROVISIONS:** ALL REQUESTED CANCELLATIONS/REFUNDS MUST BE IN WRITING AND WILL BE PROCESSED THROUGH YOUR LIENHOLDER, IF ANY, OR YOUR SELLING DEALER. IF FINANCED, YOU AGREE YOUR LIENHOLDER IS A JOINT PAYEE TO RECEIVE ANY APPLICABLE REFUND. ANY CANCELLED SERVICE CONTRACT IS VOID AND WILL NOT BE REINSTATED.
- a. **CANCELLATION BY SERVICE CONTRACT HOLDER:** You may cancel this Service Contract at any time by notifying Us. If You cancel Your Service Contract within the first thirty (30) days from the Service Contract Purchase Date, You will receive a full refund provided no claims have been made. After thirty (30) days, or if a claim was made within the first thirty (30) days from the Service Contract Purchase Date, You will receive a pro rata refund of the Service Contract Price for the unexpired Term of the Service Contract based on the lessor of elapsed months or miles, less any claims paid or authorized for payment, less a cancellation fee of fifty dollars (\$50.00). In the event of Your cancellation of this Service Contract, any refund owed will be paid or credited no more than thirty (30) days from the date the Administrator/Obligor or Dealer receives notice of the request to cancel or sooner if required by state law.
  - b. **CANCELLATION BY US:** We will cancel Your Service Contract for fraud, material misrepresentation (including alterations/modifications), a substantial breach (including a malfunctioning odometer), or nonpayment, either by You or on Your behalf. Prior notice of cancellation is not required for these violations. If cancelled by Us for any other reason, then We shall mail a written notice to Your last known address at least five (5) days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If cancelled by Us within the first thirty (30) days from the Service Contract Purchase Date, We shall provide a full refund provided no claims have been made. After thirty (30) days, We shall provide a pro rata refund of the Service Contract Price for the unexpired Term of the Service Contract based on the lessor of elapsed months or miles, less any claims paid or authorized for payment. In the event of Our cancellation of this Service Contract, any refund owed will be paid or credited no more than thirty (30) days from the date of Our cancellation or sooner if required by state law. We are liable for any claim made prior to the effective date of cancellation if the claim is covered by this Agreement.
  - c. **CANCELLATION BY LIENHOLDER:** If this Service Contract was financed, You hereby authorize Your lienholder to cancel Your Service Contract on Your behalf in the event of: (1) Your Vehicle is repossessed; (2) Your Vehicle is declared a total loss; or (3) You default on Your obligations to Your lienholder. The rights under this Service Contract are transferred to the lienholder and the lienholder is also entitled to any refund. If cancelled within the first thirty (30) days from the Service Contract Purchase Date, a full refund of the Service Contract Price will be provided if no claims have been made. After thirty (30) days, a pro rata refund of the Service Contract Price will be provided for the unexpired Term of the Service Contract based on the number of elapsed months or miles, less any claims paid or authorized for payment. In the event of cancellation of this Service Contract, any refund owed will be paid or credited no more than thirty (30) days from the date the Administrator/Obligor or Dealer receives notice of the request to cancel or sooner if required by state law.

#### STATE DISCLOSURES

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

##### **ALABAMA**

**CANCELLATION, a.,** is deleted in its entirety and replaced with the following: You may cancel this Service Contract within thirty (30) days of the Service Contract Purchase Date, and receive a full refund of the total Service Contract Price, less any claims paid. You may cancel this Service Contract after thirty (30) days and receive a pro rata refund of the total Service Contract Price based on the greater of the days in force or the miles driven compared to the total Service Contract Term, less the applicable cancellation fee. A cancellation fee not to exceed twenty-five dollars (\$25) will be charged for cancellation occurring after thirty (30) days. No cancellation fee will be charged if We cancel Your Service Contract. The Term of this Service Contract for cancellation purposes will be based on the Vehicle Purchase Date and the Vehicle mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by You (including claims paid). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us. Consequential damages and Pre-existing Conditions are excluded under this Service Contract. The Service Contract will be governed under the laws of the State of Alabama.

##### **ALASKA**

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

**CANCELLATION, a.,** is deleted in its entirety and replaced with the following: You may cancel this Service Contract within thirty (30) days of the Service Contract Purchase Date, and receive a full refund of the total Service Contract Price, less any claims paid. You may cancel this Service Contract after thirty (30) days and receive a pro rata refund of the total Service Contract Price based on the greater of the days in force or the miles driven compared to the total Service Contract Term, less the applicable cancellation fee. A cancellation fee of seven and one-half percent (7.5%) or twenty-five dollars (\$25), whichever is less. The cancellation fee is only applicable if You cancel the Service Contract after thirty (30) days the Service Contract was delivered to You. If this Service Contract is cancelled, We shall refund or credit to You the prorated amount of the unearned Service Contract Price, less any claims paid, within forty-five (45) days after the return of this Service Contract to Us. If We do not provide a refund or credit within forty-five (45) days after We cancel this Service Contract, a ten percent (10%) penalty of the unearned Service Contract Price for each month the refund remains unpaid shall be added to the refund.

**Cancellation b.,** is amended as follows: If **We** cancel this **Service Contract** within forty-five (45) days of the **Service Contract Purchase Date**, a full refund or credit of the total **Service Contract** Price will be issued, less any claims paid. If the refund is not paid or credited within forty-five (45) days after **We** cancel this **Service Contract**, a ten percent (10%) penalty of the unearned **Service Contract** Price paid by **You** for each month the refund remains unpaid shall be added to the refund.

**We** may only cancel this **Service Contract** for the following reasons: (1) **Your** nonpayment of the **Service Contract** Price; (2) **Your** conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this **Service Contract**; (3) discovery of fraud or material misrepresentation made by **You** in obtaining the **Service Contract** or pursuing a claim under this **Service Contract**; (4) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this **Service Contract**; (5) physical changes in the **Vehicle** that results in the **Vehicle** becoming ineligible for coverage under the **Service Contract**; or (6) a substantial breach of duties by **You** related to the **Vehicle**. If **We** cancel the **Service Contract**, written notice of such cancellation will be mailed to **You** at least five (5) days before cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under the **Service Contract**.

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

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

**OBLIGOR PERFORMANCE & OBLIGATIONS:** is amended as follows: in the event the **Obligor** fails to provide a covered service within thirty (30) days after **You** notify the **Obligor** of a claim, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Service Contract**, **You** may file a direct claim with the insurer as designated above. To do so, please call the following number for instructions: [800-331-3780].

**SERVICE CONTRACT CLAIM PROCEDURES – i.,** is amended as follows: **The time limit claims reporting requirement for all coverage and their corresponding exclusions, are not applicable; thereby all references to such requirements are deleted in their entirety.**

#### **ARIZONA**

**CANCELLATION, a.,** is amended as follows: **You** may cancel this **Service Contract** by submitting a written request containing a copy of **Your Service Contract** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Service Contract Purchase Date**, **We** will refund **You** one hundred percent (100%) of the **Service Contract** Price with no deductions for any claims or pending claims. After the first thirty (30) days from the **Service Contract Purchase Date**, **We** will refund **You** a pro-rated amount of the **Service Contract** Price, based on the months remaining, less claims paid and less a cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the unearned **Service Contract** pro-rata purchase price, whichever is less.

**CANCELLATION b.,** is amended as follows: **We** may not cancel or void this **Service Contract** or any provisions of this **Service Contract** due to acts or omissions by **Us**, **Our** assignees or subcontractors for their failure to provide correct information or to perform services or repairs in a timely, competent, and workman like manner. This **Service Contract** will be cancelled or voided by **Us** or **Our** representatives for the following material acts or omissions after the **Service Contract Purchase Date**: (a) fraudulent or unlawful acts by **You** arising out of or relating to the **Service Contract**; (b) **You** use a covered consumer product in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the consumer product will be damaged or require repairs. Consequential damages are excluded under this **Service Contract**. Parts or components repaired or replaced under the **Service Contract** will not be excluded from coverage.

**V. COMPONENTS AND EXPENSES NOT COVERED, d.,** is deleted and replaced with the following: **We do not provide any coverage for vehicles modified or altered, after the Service Contract Purchase Date, beyond original manufacturer's specifications with or without Your knowledge, including but not limited to the following modifications: wheels/tires; lowering kits; emission/exhaust; and engine.**

**VI. PROVISIONS OF THE SERVICE CONTRACT, f. MODIFICATION,** is amended as follows: If, after the **Service Contract Purchase Date**, it is determined **Your Vehicle** is altered or modified from original manufacturer's specifications, **We** could consider this a material misrepresentation, unless **Your Vehicle** has been classed under the optional VEHICLE SURCHARGES for the specific alteration and/or modification.

**ARBITRATION** is amended to include: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, **You** may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection.

**You** may directly file any complaint with the Arizona Department of Insurance and Financial Institutions (A.D.I.F.I.) against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-2499 or difi.az.gov.

#### **ARKANSAS**

The **CANCELLATION** section is amended as follow: Claims paid will not be deducted from **Your** cancellation refund amount. Arbitration clause is non-binding and voluntary.

#### **CALIFORNIA**

**DEFINITION of PRE-EXISTING CONDITIONS** is amended as follows: a condition that existed prior to the **Service Contract Purchase Date**.

**24-HOUR ROADSIDE ASSISTANCE & TOWING** is deleted and replaced with the following: The coverages described below are available to California consumers as reimbursement benefits as opposed to Sign & Drive. If **You** need to use any of these services, **You** are responsible for contacting



an emergency roadside provider to request the service and must pay for those benefits directly to the service provider and submit a request for reimbursement to **Us** within thirty (30) days of the date the service was performed. For reimbursement, please contact **Us** for instructions on reimbursement or submit a copy of (1) this **Agreement**, (2) **Your** Roadside Assistance claim tracking number, and (3) invoices or receipts from the licensed emergency roadside provider that performed the service(s) to **Us** by mail at 2821 N Norwalk, Ste. 103, Mesa, AZ 85215. The following are covered emergencies, subject to the fifty dollar (\$50.00) per occurrence limit:

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

**Your** coverage begins on the Service Contract Purchase Date shown on the **Schedule Page** and terminates on the expiration of the **Term of Your Service Contract** shown on the **Schedule Page**. **You** will only have to pay for any non-covered expenses or costs more than **Your** fifty dollar (\$50) per occurrence maximum.

**Roadside Exclusions:** The following items are not included as part of the Roadside Assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the **Vehicle** in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. Non-emergency mounting or removal of snow tires or chains. Shoveling snow from around the **Vehicle**, tire repair, extrication or winching, motorcycles, trucks over one-and-a-half-ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. All taxes or fines. Damage or disablement due to collision, fire, flood or vandalism. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service provider or garage; vehicle storage charges; a second tow for the same disablement. Service on a **Vehicle** that is not in a safe condition to be towed or serviced or that may result in damage to the **Vehicle** if towed or serviced. Towing or service on roads not regulatory maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a **Vehicle** in need of routine maintenance or repair.

**CANCELLATION BY SERVICE CONTRACT HOLDER**, is amended as follows: **You** may cancel this **Service Contract** by submitting a written request to the **Dealer** or **Administrator**. If **You** request a cancellation during the first sixty (60) days from the **Service Contract Purchase Date**, **We** will refund **You** one hundred percent (100%) of the **Service Contract Price**, less any claims paid on **Your Service Contract**. After the first sixty (60) days from the **Service Contract Purchase Date**, **We** will refund **You** a pro-rated amount of the **Service Contract Price**, for the unexpired **Term** of the **Service Contract**, based on the lessor of elapsed months or miles, less a cancellation fee of either ten percent (10%) of the **Service Contract Price** or twenty-five dollars (\$25.00), whichever is less.

**CANCELLATION BY US**, is deleted and replaced with the following: **We** may cancel this **Service Contract** during the first sixty (60) days of the **Service Contract Purchase Date** for any reason and **We** or the **Dealer** will refund **You** one hundred percent (100%) of the **Service Contract Price**, less any claims paid by **Us**. After sixty (60) days, **We** may cancel this **Service Contract** due to **Your** material misrepresentation or fraud at time of sale, or **Your** failure to pay the **Service Contract Price**. If cancelled by **Us** for any other reason, **We** shall mail a written notice to **Your** last known address at least five (5) days prior to cancellation. The notice shall state the reason and effective date of the cancellation. **We** shall provide a pro rata refund of the **Service Contract Price** for the unexpired **Term** of the **Service Contract** based on the lessor of elapsed months or miles, less any claims paid or authorized for payment. In the event of **Our** cancellation of this **Service Contract**, any refund owed will be paid or credited no more than thirty (30) days from the date of **Our** cancellation or sooner if required by state law. No cancellation fee will apply in the event **We** cancel this **Service Contract**. Any refund will be sent to the **Vehicle's** lienholder unless the lien is satisfied.

**CANCELLATION BY LIENHOLDER** section is deleted in its entirety.

**VI – PROVISIONS OF THE SERVICE CONTRACT, e. ODOMETER** is deleted and replaced with the following: **Your** odometer **MUST** display and function at all times, regardless of **Your** mileage limitations. If the odometer is broken or inoperable through no fault of **Yours** and if **You** have the odometer fixed within thirty (30) days of **Your** knowledge of it becoming broken or inoperable, the **Service Contract** will not be void. If there has been an inaccuracy, tampering, or alteration to the odometer mileage, by **You** or to **Your** knowledge, so the true and actual mileage is not shown or cannot be determined, then **Your Service Contract** is void.

**VI – PROVISIONS OF THE SERVICE CONTRACT, I. OBLIGOR PERFORMANCE & OBLIGATIONS**, is deleted in its entirety and replaced with 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: Old Republic Insurance Company, P.O. Box 35008, Tulsa, OK 74153-0008, (800) 331-3780. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

**VI – PROVISIONS OF THE SERVICE CONTRACT, o. JURISDICTION AND VENUE; CHOICE OF LAW** is deleted and replaced with the following: This **Service Contract** and all attachments hereto shall be governed by and construed in accordance with the laws of the state of California, without reference to its conflict of laws provisions. With respect to any litigation based on, arising out of, or in connection with this **Service Contract** and all attachments hereto, the Parties expressly submit to the personal jurisdiction of the Superior Court in and for California, or the United States District Court for the District of California, and the Parties expressly waive, to the fullest extent permitted by law, any objection that they may now or later have to the laying of venue of any such litigation brought in any such court referred to above, including without limitation, any claim that any such litigation has been

brought in an inconvenient forum.

**VI – PROVISIONS OF THE SERVICE CONTRACT, p. ARBITRATION** section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3.

**VI – PROVISIONS OF THE SERVICE CONTRACT, q. PRIVACY NOTICE** is amended as follows: **Our** privacy policy is at [www.orias.com/privacy-policy](http://www.orias.com/privacy-policy).

#### **COLORADO**

In the event the **Obligor** fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company listed in **OBLIGOR PERFORMANCE & OBLIGATIONS** of this **Service Contract**. Policy Number T3-0001.

#### **CONNECTICUT**

If this **Service Contract** has a **Term** of less than one (1) year, the **Service Contract Term** shall be extended for the time period the **Vehicle** is being repaired under this **Service Contract**.

**CANCELLATION, a.**, is amended as follows: This **Service Contract** may be cancelled by **You** at any time for any reason by submitting a written request to the **Administrator/Obligor** or **Dealer** containing a copy of **Your Service Contract**.

**You** may pursue arbitration to settle disputes between **You** and the **Administrator/Obligor**. A written complaint containing a description of the dispute, the purchase or lease price of the **Vehicle**, the cost of repair of the **Vehicle** and a copy of **Your Service Contract** may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division.

**We do not offer in-home service for Your Vehicle.**

#### **FLORIDA**

**CANCELLATION, a., b., & c.**, are deleted in their entirety and replaced with the following:

- a. **CANCELLATION BY SERVICE CONTRACT HOLDER:** **You** may cancel this **Service Contract** by submitting a written request to the **Administrator/Obligor** or **Dealer** containing a copy of **Your Service Contract**. During the first sixty (60) days from the **Service Contract Purchase Date**, **We** or the **Dealer** will refund **You** one hundred percent (100%) of the **Service Contract Price**, less any claims paid on **Your Service Contract**. After the first sixty (60) days from the **Service Contract Purchase Date**, **We** or the **Dealer** will refund **You** a pro rata amount of the **Service Contract Price**, based on the months remaining, less a fifty dollar (\$50) cancellation fee or ten percent (10%) of the unearned pro rata premium, whichever is less. In the event of **Your** cancellation of this **Service Contract**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Dealer** receives notice of the request to cancel or sooner if required by state law.
- b. **CANCELLATION BY US:** **We** may cancel this **Service Contract** during the first sixty (60) days of the **Service Contract Purchase Date** for any reason. After sixty (60) days, **We** may cancel this **Service Contract** for material misrepresentation or fraud at time of sale or for non-payment of **Service Contract Price** or if **You** have failed to maintain the covered parts as prescribed by the manufacturer. If **We** cancel this **Service Contract**, **We** or the **Dealer** will refund **You** one hundred percent (100%) of the **Service Contract Price**, less any claims paid on **Your Service Contract**. If **We** cancel this **Service Contract** for non-payment of the **Service Contract Price** by **You**, **We** shall provide **You** notice of cancellation by certified mail. Any refunds due will be paid or credited no more than thirty (30) days from the date of cancellation by the **Obligor** or sooner if required by state law.
- c. **CANCELLATION BY LIENHOLDER:** If this **Service Contract** was financed, **You** hereby authorize **Your** lienholder to cancel **Your Service Contract** on **Your** behalf in the event of: (1) **Your Vehicle** is repossessed; (2) **Your Vehicle** is declared a total loss; or (3) **You** default on **Your** obligations to **Your** lienholder. The rights under this **Service Contract** are transferred to the lienholder and the lienholder is also entitled to any refund. If cancelled within the first sixty (60) days from the **Service Contract Purchase Date**, a full refund of the **Service Contract Price** will be provided if no claims have been made. After sixty (60) days, a pro rata refund of the **Service Contract Price** will be provided for the unexpired **Term** of the **Service Contract** based on the number of elapsed months or miles, less any claims paid or authorized for payment. In the event of cancellation of this **Service Contract**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Dealer** receives notice of the request to cancel or sooner if required by state law.

The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

**A forty dollar (\$40) transfer fee is applicable.**

**ARBITRATION** section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

**VI. PROVISIONS OF THE SERVICE CONTRACT, I., OBLIGOR PERFORMANCE & OBLIGATIONS**, is deleted in its entirety.

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

#### **GEORGIA**

**CANCELLATION, a.**, is amended to read as follows: If **You** cancel the **Service Contract** within thirty (30) days of the **Service Contract Purchase Date**, **You** will receive a full refund of the **Service Contract Price**, less any claims paid and the cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of the return of this **Service Contract** to **Us**. If cancelled after thirty (30) days, a pro-rata refund will be provided less any claims paid and less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the pro rata refund amount, whichever is less. If **You** cancel this **Service Contract** and have not received a refund from **Us** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the **OBLIGOR PERFORMANCE & OBLIGATIONS** section. In the event of cancellation, **You** will not be charged for claims paid or repair service fees.

**CANCELLATION b.**, is amended as follows: **We** may cancel this **Service Contract** for non-payment of the **Service Contract Price** or for material misrepresentation, or for fraud and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less than thirty

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

**Pre-existing conditions** known to **You** are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

**VI. PROVISIONS OF THE SERVICE CONTRACT, E., ODOMETER, is amended as follows:** **Your** odometer must function and display at all times. A non-working display or cluster containing the odometer, or odometer that has been stopped, altered or misrepresents the actual mileage subsequent to the purchase of this **Service Contract** will result in denial of coverage under this **Service Contract**.

**V. COMPONENTS AND EXPENSES NOT COVERED, q.,** is amended to delete sludge.

**d. is amended as follows:** **We do not provide any coverage for vehicles modified by You or with Your knowledge, or altered AT ANY TIME beyond original manufacturer's specifications with or without Your knowledge, including but not limited to the following modifications: wheels/tires; lowering kits; emission/exhaust; and engine.**

**ARBITRATION is deleted in its entirety. Arbitration does not apply in Georgia.**

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

#### **HAWAII**

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

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

#### **IDAHO**

**CANCELLATION, a.,** is amended as follows: Claims paid will not be deducted from **Your** cancellation refund amount.

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

#### **ILLINOIS**

**CANCELLATION. A.,** is amended as follows: If **You** elect cancellation, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the **Service Contract** Price or fifty dollars (\$50).

#### **INDIANA**

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

#### **IOWA**

**CANCELLATION, a.,** is amended to include the following: If cancelled after the first thirty (30) days, the cancellation fee for cancellation by **You** can be no more than ten percent (10%) of the **Service Contract** Price or fifty dollars (\$50), whichever is less. If **You** cancel this **Service Contract** within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Service Contract** to **Us**.

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

Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315 (515) 654-6600. This **Service Contract** is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537.

**OBLIGOR PERFORMANCE & OBLIGATIONS** is amended as follows: Obligation of the **Obligor** under this **Service Contract** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company referenced in this section.

#### **LOUISIANA**

**CANCELLATION, a.,** is amended as follows: If **You** have requested cancellation within the first thirty (30) days, a full refund, less a fifty dollar (\$50) cancellation fee, shall be issued. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Service Contract** to **Us**.

**CANCELLATION b.,** is amended as follows: **We** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is for, non-payment of the **Service Contract** Price, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use.

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

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

The **ARBITRATION** section is voluntary and non-binding.

If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state



licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

#### **MAINE**

**CANCELLATION, a.**, is deleted and replaced with the following: **You** may cancel this **Service Contract** within the first thirty (30) days of the **Service Contract Purchase Date**, and receive a full refund of the total **Service Contract** Price plus any applicable sales tax, less any claims paid. **You** may cancel this **Service Contract** after thirty (30) days and receive a pro rata refund of the total **Service Contract** Price based on the greater of the days in force or the miles driven compared to the total **Service Contract Term**, less the applicable cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Service Contract** Price, whichever is less. The **Term** of this **Service Contract** for cancellation purposes will be based on the date of purchase of the **Vehicle** and the **Vehicle** mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by **You**, (including claims paid). If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **We** or the **Dealer** receive notice of the request to cancel from **You**. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Service Contract** to **Us**.

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

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

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

#### **MARYLAND**

**CANCELLATION, a.** is amended as follows: If **You** are the original **Service Contract** holder and **You** cancel this **Service Contract** within thirty (30) days of the original **Service Contract Purchase Date**, a full refund will be issued, less any claims paid. If **You** cancel this **Service Contract** after thirty (30) days, **You** will receive a pro rata refund of the total **Service Contract** Price based on the greater of the days in force or the miles driven compared to the total **Service Contract Term**. The **Term** of this **Service Contract** for cancellation purposes will be based on the date of purchase of the **Vehicle** and the **Vehicle** mileage on such date. Refunds hereunder shall be issued less the value of any services received by **You** (including claims paid). The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month of the **Service Contract** Price shall be added to a refund that is not made within forty-five (45) days of return of this **Service Contract** to **Us**.

If a refund is owed, the refund will be paid or credited within thirty (30) days from the date **We** or **Dealer** receive notice of cancellation from **You**.

**CANCELLATION b.**, is amended as follows: After forty-five (45) days, **We** cannot cancel this **Service Contract** except when there exists:

- 1) a material misrepresentation or fraud at the time of sale of the **Service Contract**;
- 2) a matter or issue related to the risk that constitutes a threat to public safety; or a change in the condition of the risk that results in an increase in the hazard insured against;
- 3) for non-payment of premium; or
- 4) due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver.

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

**ARBITRATION** does not apply in Maryland.

**VI. PROVISIONS OF THE SERVICE CONTRACT, n. JURISDICTION AND VENUE; CHOICE OF LAW** is deleted and replaced with the following:

**n. JURISDICTION AND VENUE; CHOICE OF LAW:** This **Service Contract** and all attachments hereto shall be governed by and construed in accordance with the laws of the state of Maryland, without reference to its conflict of laws provisions. With respect to any litigation based on, arising out of, or in connection with this **Service Contract** and all attachments hereto, the Parties may expressly submit to any court of competent jurisdiction, and the Parties expressly waive, to the fullest extent permitted by law, any objection that they may now or later have to the laying of venue of any such litigation brought in any such court referred to above, including without limitation, any claim that any such litigation has been brought in an inconvenient forum.

The transfer fee does not apply in Maryland.

The cost of tear down and diagnostics are included with loss covered by this **Service Contract**.

**OBLIGOR PERFORMANCE & OBLIGATIONS** is amended as follows:

**You** may file a direct claim with the insurance company listed in this section if **We** fail to pay any claim or make any refund or consideration due within sixty (60) days after the proof is filed with the **Us**. To do so, please call the following toll-free number for instructions: [800-331-3780].

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

#### **MASSACHUSETTS**

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



## **MINNESOTA**

**CANCELLATION, a.,** is amended as follows: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Service Contract** to **Us**. If **We** cancel this **Service Contract**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of premium, material misrepresentation or substantial breach of duties by **You**.

## **MISSISSIPPI**

**CANCELLATION, a.,** is amended as follows: The cancellation fee is not to exceed ten percent (10%) of the **Service Contract** Price or fifty dollars (\$50), whichever is less. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Service Contract** to **Us**.

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

This **Service Contract** is not supported by a manufacturer or distributor.

### **IMPORTANT NOTICE ABOUT YOUR COVERAGE:**

- 1.) This **Service Contract** includes a binding Arbitration Agreement.
- 2.) The Arbitration Agreement requires that any dispute related to **Your** coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on **You** and **Us**.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When **You** become a **Service Contract** holder under this **Service Contract**, **You** must resolve any dispute related to the **Service Contract** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should **You** need additional information regarding the binding arbitration provision in the **Service Contract**, **You** may contact Our toll-free assistance line at 866-660-7003.

## **MISSOURI**

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

Upon **Our** receipt of **Your** cancellation request, an acknowledgement of said cancellation request will be mailed to **You** within forty-five (45) days. Upon **Our** receipt of a refund request, a refund will be issued in a timely manner.

Consequential damages and **Pre-existing Conditions** are excluded under this **Service Contract**.

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

## **NEBRASKA**

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

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

## **NEVADA**

**ARBITRATION** does not apply in Nevada.

**CANCELLATION, a.,** is deleted in its entirety and replaced with the following: **You** may cancel this **Service Contract** by submitting a written request to the **Us** or the **Dealer** containing a copy of **Your Service Contract** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Service Contract Purchase Date**, **We** or the **Dealer** will refund **You** one hundred percent (100%) of the **Service Contract** Price. After the first thirty (30) days from the **Service Contract Purchase Date**, **We** will refund **You** a pro-rated amount of the **Service Contract** Price, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the **Service Contract** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Service Contract** to **Us**.

**CANCELLATION b.,** is deleted in its entirety and replaced with the following: **We** may cancel this **Service Contract** during the first thirty (30) days of the **Service Contract Purchase Date** for any reason. After seventy (70) days, **We** may cancel this **Service Contract** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Service Contract** Price by **You**. If **We** cancel this **Service Contract**, **We** or the **Dealer** will refund **You** one hundred percent (100%) of the **Service Contract** Price. No claims paid on **Your Service Contract** will ever be deducted from any refund issued pursuant to this **Service Contract** in Nevada. If **We** cancel this **Service Contract**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Service Contract** is financed, the lender has the right to receive any portion of the cancellation refund amounts still owed to the lender. If **Your Vehicle** is repossessed, stolen

or declared a total loss, the lender may provide notice to **Us** and **We** may initiate cancellation in compliance with NRS 690C.270. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. This **Service Contract** will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer.

**CANCELLATION PROVISIONS, c.,** is deleted in its entirety.

However, if this **Service Contract** has already been issued and the manufacturer's warranty becomes void during the **Term** of this **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 **Service Contract**, unless such coverage is otherwise excluded by the terms of this **Service Contract**. This **Service Contract** is non-renewable. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Service Contract**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234 or <http://doi.nv.gov/>.

**TRANSFER** is amended as follows: Transfer fee is twenty-five dollars (\$25).

The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund issued pursuant to this **Service Contract**.

**V. COMPONENTS AND EXPENSES NOT COVERED, o.,** is deleted and replaced with the following: **Damage from You altering, misusing, or tampering with the Vehicle, making improper adjustments, or using improper fuels or fluids, (i) after the Service Contract Purchase Date and which substantially and materially increases the service required under this Service Contract; or (ii) constitutes a material change in the nature or extent of the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold. We may deny coverage for specific unauthorized modifications or the damages arising therefrom.**

**VI. PROVISIONS OF THE SERVICE CONTRACT, f., MODIFICATION** is deleted and replaced with the following: If, at any time, it is determined **Your Vehicle** is altered or modified from original manufacturer's specifications, **We** could consider this a material misrepresentation; (i) after the **Service Contract Purchase Date** and which substantially and materially increases the service required under this **Service Contract**; or (ii) constitutes a material change in the nature or extent of the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Service Contract** was issued or sold, unless **Your Vehicle** has been classed under the optional VEHICLE SURCHARGES for the specific alteration and/or modification. Upon discovery by **Us**, **We** will cancel **Your Service Contract** and issue a prorated refund. We may deny coverage for specific unauthorized modifications or the damages arising therefrom.

**VI. PROVISIONS OF THE SERVICE CONTRACT, o., JURISDICTION AND VENUE; CHOICE OF LAW** is deleted and replaced with the following: This **Service Contract** and all attachments hereto shall be governed by and construed in accordance with the laws of the state of Nevada, without reference to its conflict of laws provisions. With respect to any litigation based on, arising out of, or in connection with this **Service Contract** and all attachments hereto, the Parties expressly submit to the personal jurisdiction of the Superior Court in and for Nevada, or the United States District Court for the District of Nevada, and the Parties expressly waive, to the fullest extent permitted by law, any objection that they may now or later have to the laying of venue of any such litigation brought in any such court referred to above, including without limitation, any claim that any such litigation has been brought in an inconvenient forum.

#### **NEW HAMPSHIRE**

**CANCELLATION a.,** is deleted and replaced with the following: **CANCELLATION BY SERVICE CONTRACT HOLDER: You** may cancel this **Service Contract** at any time by notifying **Us**. If **You** cancel **Your Service Contract** within the first thirty (30) days from the **Service Contract Purchase Date**, **You** will receive a full refund provided no claims have been made. After thirty (30) days from the **Service Contract Purchase Date**, **You** will receive a pro rata refund of the **Service Contract** Price for the unexpired **Term** of the **Service Contract** based on the number of elapsed months or miles, less any claims paid or authorized for payment, less a cancellation fee of ten (10%) of the **Service Contract** Price or fifty (\$50.00) dollars, whichever is less. In the event of **Your** cancellation of this **Service Contract**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Dealer** receives notice of the request to cancel or sooner if required by state law.

If **You** have any questions regarding this **Service Contract**, **You** may contact **Us** by mail or by phone. Refer to the Definition section of this **Service Contract** for **Our** address and toll-free number.

**ARBITRATION** is subject to N.H. Rev. Stat. 542. Arbitration is revised as follows: Unless both of **Us** agree otherwise, arbitration will take place in the State of New Hampshire.

In the event **You** do not receive satisfaction under this **Service Contract**, **You** may contact the New Hampshire Insurance Department at the following address: 21 Fruit Street, Suite 14, Concord, New Hampshire, 03301 and at phone number 603-271-2261.

#### **NEW JERSEY**

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

**CANCELLATION, a.,** is amended as follows: If **You** are the original **Service Contract** holder and **You** cancel this **Service Contract** within thirty (30) days of the original **Service Contract Purchase Date**, **You** will receive a refund within forty-five (45) days of return of this **Service Contract** to **Us**; otherwise a ten percent (10%) penalty per month shall be added to a refund.

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

#### **NEW MEXICO**

**CANCELLATION, C.,** is amended as follows: If **Your** refund is not returned within sixty (60) days of return of this **Service Contract** to **Us**, a ten percent (10%) penalty of the purchase price, for each thirty (30) day period or portion thereof that the refund remains unpaid will be added to the refund. If **You** cancel this **Service Contract** thirty (30) days after the **Service Contract Purchase Date**, a refund of 100% of the unearned pro rata **Service Contract** Price will be provided, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Service Contract** Price, whichever is less, and less any claims paid. The right to void this **Service Contract** is not transferable and applies to only the original **Service Contract** holder.

**CANCELLATION b.,** is amended as follows: No **Service Contract** that has been in effect for at least seventy (70) days will be cancelled by **Us** before the expiration of the agreed **Term** of one (1) year after the **Service Contract Purchase Date**, whichever occurs first, except on any of the following grounds:

- (a) **You** fail to pay an amount when due;
- (b) **You** are convicted of a crime that results in an increase in the service required under the **Service Contract**;
- (c) **We** discover that fraud was committed or there was a material misrepresentation by **You** in obtaining the **Service Contract**, or in presenting a claim for payment;
- (d) **We** discover an act or omission by **You** or a violation by **You** of any condition of the **Service Contract** that occurred after the effective date of the **Service Contract** that substantially and materially increased the service required under the **Service Contract**.

**We** will mail a cancellation notice to **You** at least fifteen (15) days prior to the cancellation effective date.

The notice of cancellation will be effective as of the date of termination as stated in the notice of cancellation.

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

#### **NEW YORK**

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

**CANCELLATION b.,** is amended as follows: If **We** cancel, a notice of cancellation will be sent to **You**, which will include the effective date of cancellation and the reason for the cancellation. **We** will mail a notice of cancellation to **You** at least fifteen (15) days prior to cancellation. If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

**OBLIGOR PERFORMANCE & OBLIGATIONS** is amended as follows: Obligations of the **Obligor** under this **Service Contract** are guaranteed under a service contract reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

#### **NORTH CAROLINA**

**CANCELLATION** is amended as follows: A twenty-five dollar (\$25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable.

**CANCELLATION b.,** is amended as follows: **We** may only cancel this **Service Contract** for non-payment of premium or for a direct violation of the **Service Contract** by **You**.

#### **OHIO**

**THIS SERVICE CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO THE INSURANCE LAWS OF THIS STATE.**

**CANCELLATION, a.,** is amended as follows: In the event **You** cancel this **Service Contract** and no refund is received, **You** may contact the insurance company listed in the **OBLIGOR PERFORMANCE & OBLIGATIONS** section of this **Service Contract** for **Your** refund.

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

#### **OKLAHOMA**

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

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

**CANCELLATION, a.,** is deleted in its entirety and replaced with the following: **You** may cancel this **Service Contract** by submitting a written request to the **Dealer** containing a copy of **Your Service Contract**. If **You** cancel during the first thirty (30) days from the **Service Contract Purchase Date**, and no claim has been authorized or paid, **We** or the **Dealer** will refund **You** one hundred percent (100%) of the **Service Contract** Price. After the first thirty (30) days from the **Service Contract Purchase Date**, or if a claim was made within the first thirty (30) days, **We** or the **Dealer** shall provide a refund of ninety percent (90%) of the unearned pro rata premium, less the cost of service provided under this **Service Contract**. **We** may cancel this **Service Contract** during the first thirty (30) days of the **Service Contract Purchase Date** for any reason. After thirty (30) days, **We** may cancel this **Service Contract** for material misrepresentation or fraud at time of sale or for non-payment of **Service Contract** Price.

**CANCELLATION b.,** is amended as follows: If **We** cancel this **Service Contract**, **We** or the **Dealer** will refund **You** one hundred percent (100%) of the **Service Contract** Price, less the cost of service provided under this **Service Contract**. If **Your Service Contract** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts.

**CANCELLATION c.,** is amended as follows: If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder to cancel this **Service Contract**. The cancellation fee is deleted.

**ARBITRATION** is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

#### **OREGON**

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

**ARBITRATION** does not apply in Oregon. If an emergency repair must be performed outside of normal business hours, **You** may contact **Us** during normal business hours to seek reimbursement of a covered claim.

The **Service Contract** will be governed under the laws of the State of Oregon.

#### **RHODE ISLAND**

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used

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

#### **SOUTH CAROLINA**

If **You** have any questions regarding this **Service Contract**, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, SC 29202-3105, (800) 768-3467.

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

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

#### **TEXAS**

**CANCELLATION, a.**, is deleted in its entirety and replaced with the following: If **You** cancel this **Service Contract** before the thirty-first (31) day of the **Service Contract Purchase Date**, **You** will receive a full refund of the total **Service Contract Price**. If a claim has been incurred before the thirty-first (31) day, **You** shall receive a full refund of the **Service Contract Price** less claims paid. If **You** cancel this **Service Contract** after the thirty-first (31) day, **You** will receive a pro rata refund of the total **Service Contract Price**, based on the days in force compared to the total **Service Contract Term**, less claims paid and the applicable cancellation fee in the amount of fifty dollars (\$50). The **Term** of this **Service Contract** for cancellation purposes will be based on the **Vehicle Purchase Date**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date **We** or the **Dealer** receive notice of cancellation from **You**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of this **Service Contract** to **Us**.

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

If **You** have any questions regarding the regulation of this **Service Contract** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation, 920 Colorado, Austin, Texas 78701, or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

Our service contract provider license number is: 870

#### **UTAH**

Coverage afforded under this **Service Contract** is not guaranteed by the Utah 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.

**CANCELLATION, b.**, is amended as follows: This **Service Contract** may only be canceled by **Us** on grounds of: (1) material misrepresentation; (2) substantial change in risk; or (3) substantial breaches of contractual duties, conditions or warranties. In general, If **We** cancel this **Service Contract**, **We** will mail to **You** written notice of cancellation at least thirty (30) days before the cancellation date. However, if **We** cancel this **Service Contract** within the first sixty (60) days after the **Service Contract Purchase Date** or if **We** cancel this **Service Contract** because **You** have defaulted in **Your** obligation to repay the amount financed by the lienholder, **We** will mail to **You** written notice of cancellation at least ten (10) days before the cancellation date.

**VII. SERVICE CONTRACT CLAIM PROCEDURES**, is amended to add: For Claim Authorization (prior approval of repair work) and Emergency Repairs, call toll-free at 866-660-7003, which is available 24/7. If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

**VI. PROVISIONS OF THE SERVICE CONTRACT, o., JURISDICTION AND VENUE; CHOICE OF LAW**, is deleted and replaced with the following:

This **Service Contract** and all attachments hereto shall be governed by and construed in accordance with the laws of the state of Utah, without reference to its conflict of laws provisions. With respect to any litigation based on, arising out of, or in connection with this **Service Contract** and all attachments hereto, the Parties expressly submit to the personal jurisdiction of the Superior Court in Utah, or the United States District Court for the District of Utah, and the Parties expressly waive, to the fullest extent permitted by law, any objection that they may now or later have to the laying of venue of any such litigation brought in any such court referred to above, including without limitation, any claim that any such litigation has been brought in an inconvenient forum.

**OBLIGOR PERFORMANCE & OBLIGATIONS** is amended as follows: In the event the **Obligor** fails to pay a claim within sixty (60) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Service Contract**, **You** may file a direct claim with the insurer as designated in this section.

**ARBITRATION** is amended as follows: Any matter in dispute between consumer and **Administrator/Obligor** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Administrator/Obligor**. Any decision reached by arbitration shall be binding upon both consumer and **Administrator/Obligor**. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act,



9 U.S.C. §1 et Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

#### **VERMONT**

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

#### **VIRGINIA**

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

#### **WASHINGTON**

**Initial \_\_\_\_\_ WA Residents Only:** By initialing, **You** acknowledge that **You** have reviewed the **CANCELLATION** and **OBLIGOR PERFORMANCE & OBLIGATIONS** sections of this Disclosure. Additionally, **You** have reviewed the Coverages, Exclusions, General Provisions, Term and Claim Procedures set forth in this **Agreement**.

**CANCELLATION, a.**, is deleted in its entirety and replaced with the following: **How You May Cancel This Service Contract:** **You** may cancel this **Service Contract** by surrendering **Your** copy of this **Service Contract** with written notice to the **Dealer** or directly to **Us**. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request of cancellation. If **You** cancel this **Service Contract** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Service Contract** Price. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this **Service Contract** to the **Dealer** or to **Us**. If this **Service Contract** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund the unearned **Service Contract** Purchase Price to **You** calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Service Contract** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of twenty-five dollars (\$25). Claims paid will not be deducted from **Your** cancellation refund amount. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date **We** or **Dealer** receive notice of cancellation from **You**. In the event of cancellation, the lienholder identified on the **Application Page**, if any, will be named on a cancellation refund check as its interest may appear. If the **Vehicle** and this **Service Contract** have been financed, the lienholder shown on the **Application Page** may cancel this **Service Contract** for non-payment or if the **Vehicle** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **Service Contract** to the lienholder or otherwise entitle the lienholder to performance under this **Service Contract**.

**CANCELLATION b.**, is deleted in its entirety and replaced with the following: **Our Right to Cancel This Service Contract:** **We** may cancel this **Service Contract** based on one or more of the following reasons: (1) non-payment of the **Service Contract** Price; (2) a material misrepresentation made by **You**; or (3) a substantial breach of duties by **You** under the **Service Contract** relating to the **Vehicle** or its use. If this **Service Contract** is canceled by **Us** within thirty (30) days of the **Service Contract** Purchase Date, a full refund of the total **Service Contract** Price will be issued. If this **Service Contract** is cancelled by **Us** after thirty (30) days, a pro rata refund of the total **Service Contract** Price based on the greater of the days in force or the miles driven compared to the total **Service Contract** Term will be issued. In the event of cancellation, the lienholder identified on the **Application Page**, if any, will be named on a cancellation refund check as its interest may appear. Written notice of such cancellation shall include the actual reason for cancellation and shall be mailed or delivered to **You** not less than ten (10) days prior to the effective date of cancellation, where such cancellation is for non-payment of the **Service Contract** Price, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason. **We** have only sixty (60) days from the date of the sale of the **Service Contract** to **You** to determine whether or not the **Vehicle** qualifies for the program. Except as set forth above, after sixty (60) days the **Vehicle** qualifies for the issued **Service Contract** and **We** may not cancel the **Service Contract** and is fully obligated under the terms of the **Service Contract** sold **You**. If **We** cancel this **Service Contract** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

**OBLIGOR PERFORMANCE & OBLIGATIONS** is amended as follows: **Our** performance under this **Service Contract** is insured by an insurance policy issued to **Us** by the insurance company listed in this section, Policy Number T3-46-0244. If **You** cancel this **Service Contract**, **You** may apply for a refund with the insurance company. The warranty of merchantability on the **Vehicle** is not waived if the **Service Contract** was purchased within ninety (90) days of the purchase date of the **Vehicle**, and the provider or the service contract seller also sold the **Vehicle**. **You** may file a claim directly with the insurance company without restrictions.

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

**PROVISIONS OF THE SERVICE CONTRACT**, is amended as follows:

n. **JURISDICTION AND VENUE; CHOICE OF LAW:** This **Service Contract** and all attachments hereto shall be governed by and construed in accordance with the laws of the state of Washington.

**ARBITRATION** is amended as follows: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Service Contract**. Arbitration proceedings shall be held at a location in close proximity to **Your** permanent residence.

#### **WASHINGTON D.C.**

**CANCELLATION, a.**, is amended as follows: If **You** cancel within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Service Contract** and upon **Our** receipt. The cancellation

fee may not exceed ten (10%) percent of the **Service Contract Price**.

**CANCELLATION b.**, is amended as follows: In the event of cancellation by the **Obligor**, the notice of cancellation will include the effective date of, and reason for, the cancellation.

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

#### **WEST VIRGINIA**

**CANCELLATION, a.**, is amended as follows: The cancellation fee does not apply in West Virginia.

If a covered claim is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a claim directly with the insurance company listed in the **OBLIGOR PERFORMANCE & OBLIGATIONS** section of this **Service Contract**.

**ARBITRATION** is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.

#### **WISCONSIN**

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

**CANCELLATION, a.**, is deleted in its entirety and replaced with the following: **You** may cancel this **Service Contract** for any reason within thirty (30) days of the **Service Contract Purchase Date**, or thirty (30) days from mailing if the **Service Contract** is provided to **You** by mail, and receive a full refund of the total **Service Contract Price**, less any claims paid or made. **You** may cancel this **Service Contract** for any reason after thirty (30) days and receive a pro rata refund of the total **Service Contract Price** less the cancellation fee. The cancellation fee may not exceed the lesser of fifty dollars (\$50) or ten percent (10%) of the amount paid by **You**. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Service Contract** to **Us** or the **Dealer**.

**CANCELLATION, b.**, is amended as follows: **We** may only cancel this **Service Contract** for non-payment of the **Service Contract Price**, material misrepresentation by **You** to **Us**, or substantial breach of duties by **You** relating to the **Vehicle** or its use. **We** will mail a written notice to **You** at the last-known address that **We** have on record at least five (5) days prior to cancellation by **Us**. The written notice will state the effective date of the cancellation and the reason for the cancellation. If **We** cancel this **Service Contract** within thirty (30) days of the **Service Contract Purchase Date**, a full refund of the total **Service Contract Price** will be issued. At any other time, **We** will refund 100% of the unearned pro rata **Service Contract Price**, based on the greater of the days in force or the miles driven compared to the total **Service Contract Term** will be issued, less any claims paid. In the event of a total loss of property covered by the **Service Contract** that is not covered by a replacement of the property pursuant to the terms of the **Service Contract**, **You** shall be entitled to cancel the **Service Contract** and receive a pro-rata refund of the unearned **Service Contract Price**, less any claims paid. If a covered claim is not paid within sixty (60) days after **You** provide proof of loss, or if the **Obligor** becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the insurance company listed in the **OBLIGOR PERFORMANCE & OBLIGATIONS** section of this **Service Contract**, for reimbursement, payment, or provision of service. In the state of Wisconsin, preauthorization of repair work is required by **Us**. However, if extenuating circumstances prevent **You** from obtaining preauthorization, **We** will not deny a claim based solely on the lack of preauthorization. **We** have the right to subrogation collections, but only after **You** have been made whole and are fully compensated for damages.

**ARBITRATION** is deleted in its entirety. Arbitration does not apply in Wisconsin.

#### **WYOMING**

**CANCELLATION, a.**, is amended to add the following: If a full refund is due **You** under this **Service Contract**, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Service Contract** to **Us**.

**CANCELLATION, b.**, is amended as follows: **We** shall mail written notice to **You** at **Your** last known address in **Our** records at least ten (10) days prior to cancellation by **Us**. Prior notice is not required if the reason for cancellation is non-payment of the **Service Contract Price**, a material misrepresentation by **You** to **Us** or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.

**ARBITRATION** is deleted in its entirety.