First Mile
Vehicle Service Contract

Information Schedule

1. VEHICLE INFORMATION

CONTRACT NUMBER		VIN	
YEAR	MAKE	MODEL	CURRENT ODOMETER READING

2. DEALER/LIENHOLDER INFORMATION

SELLING DEALER			DEALER #
DEALER ADDRESS	CITY	STATE	ZIP
LIENHOLDER	LIENHOLDER ADDRESS		
DEALER SIGNATURE	PHONE NUMBER		

3. SERVICE CONTRACT INFORMATION*

SERVICE CONTRACT PERIOD (MONTHS / MILES) SELECTED	COVERAGE SELECTED
MONTHS / MILES	POWERTRAIN ☐ GOLD PLUS ☐ GOLD ☐ PLATINUM ☐
WAITING PERIOD: DAYS / MILES — Included in the Service Contract Period	DEDUCTIBLE SELECTED: $0 ☐ $50** ☐ $100 ☐ $250 ☐ — ** WAIVED IF REPAIRS ARE MADE AT SELLING DEALER
SEE "SERVICE CONTRACT PERIOD" TO DETERMINE EXPIRATION DATE & MILES	If no Deductible box has been checked, the $100 Deductible will apply.

SERVICE CONTRACT PURCHASE PRICE	SERVICE CONTRACT PURCHASE DATE

* THIS SERVICE CONTRACT RUNS CONCURRENT WITH, AND IS SECONDARY TO, ANY APPLICABLE MANUFACTURER'S WARRANTY.

4. CUSTOMER INFORMATION

FIRST NAME	LAST NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	*YOU UNDERSTAND THAT THE PURCHASE OF THIS SERVICE CONTRACT IS OPTIONAL, CANCELABLE AND IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING OR TO PURCHASE THIS VEHICLE.*		
SIGNATURE			

SAMPLE

Notice to Customer:

- **You are required to obtain authorization prior to beginning any repairs covered by the Service Contract. Refer to Service Contract Section VI. "Your Responsibilities" for instructions.**
- **You must follow the maintenance procedures listed in Service Contract Section IV. "Maintenance Requirements." If Your failure to follow the manufacturer recommended maintenance causes a Breakdown, You may be denied coverage.**
- **The Coverage under this Service Contract begins thirty (30) days from the Service Contract Purchase Date and 1,000 miles from the Current Odometer Reading at the Service Contract Purchase Date.**
- **The Service Contract Purchase Price may be financed with the purchase of this Vehicle. Other payment options may be available.**
- **If the manufacturer's Warranty is void at the Service Contract Purchase Date or becomes void during the Service Contract Period, We will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's Warranty, until the full term of the manufacturer's Warranty elapses. However, We will continue to provide any other coverage under this Service Contract, unless such coverage is otherwise excluded by the terms of this Service Contract.**
- **The benefits provided under automotive retailer Warranties required by state law are not covered by this Service Contract.**

☐ Initials here

Washington Residents Only: By initialing this box, You acknowledge that You have read, understand and agree to the terms and conditions of this Service Contract, including, but not limited to: A. Requirements for maintaining Your Vehicle and retaining maintenance records under Section IV. "Maintenance Requirements." B. Procedures required to file a claim under Section VI. "Your Responsibilities." C. Parts covered under Section II. "What This Service Contract Covers." D. Your Service Contract Period limit shown in Section 3 on the Information Schedule. E. The Implied Warranty of Merchantability on the Vehicle shown in Section 1 on the Information Schedule is not waived if the Service Contract has been purchased within ninety (90) days of the purchase date of the Vehicle from the Selling Dealer who also sold the Vehicle covered by this Service Contract. F. Exclusions of coverage under Section III. "What This Service Contract Does Not Cover." G. Benefits may be transferred when eligible to an individual who purchases this Vehicle. Please refer to Section VII. "General Provisions", item #8. "How This Service Contract May Be Transferred." H. Cancellation provisions and conditions under Section VIII. "State Amendments Washington - How This Service Contract May Be Canceled."

Provider and Administrator:

In AL: Provider is Automotive Warranty Services, Inc. dba Alabama Warranty Services, Inc. and Administrator is Total Warranty Services.
In AZ, IA & WY: Provider is Consumer Program Administrators, Inc. and the Administrator is Total Warranty Services.
In FL: Provider and Administrator is Automotive Warranty Services of Florida, Inc., Florida License #60023
In OK: Provider is Automotive Warranty Services of Florida, Inc. Oklahoma License # 44198051 and the Administrator is Total Warranty Services.
In MA: Provider is the Selling Dealer and the Administrator is Total Warranty Services.
In WA: Provider is National Product Care Company and the Administrator is Total Warranty Services.
In WV: Provider is Automotive Warranty Services, Inc. dba West Virginia Warranty Services and Administrator is Total Warranty Services.
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DEALER SIGNATURE	PHONE NUMBER		

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All Other States: Provider is Automotive Warranty Services, Inc. and the Administrator is Total Warranty Services.

VEHICLE SERVICE CONTRACT

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

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I. KEY TERMS

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

"Provider", **"We"**, **"Us"** and **"Our"** mean Automotive Warranty Services, Inc., except in the state of Massachusetts where **Provider**, **We**, **Us** and **Our** mean the **Selling Dealer**; in the state of Alabama where **Provider**, **We**, **Us** and **Our** mean Automotive Warranty Services, Inc., DBA Alabama Warranty Services, Inc.; in the states of Arizona, Iowa and Wyoming where **Provider**, **We**, **Us** and **Our** mean Consumer Program Administrators, Inc.; in the states of Florida and Oklahoma where **Provider**, **We**, **Us** and **Our** mean Automotive Warranty Services of Florida, Inc., Florida License #60023 and Oklahoma License # 44198051; in the state of Washington where **Provider**, **We**, **Us** and **Our** mean the company obligated under this Service Contract, National Product Care Company, (NPCC); and in the state of West Virginia where **Provider**, **We**, **Us** and **Our** mean Automotive Warranty Services, Inc. DBA West Virginia Warranty Services, all located at P.O. Box 802746 Chicago, Illinois 60680, 1-800-870-6856.

"Administrator" means Total Warranty Services, P.O. Box 810187, Boca Raton, FL 33481, 1-800-870-6856, except in the state of Florida where **Administrator** means Automotive Warranty Services of Florida, Inc., P.O. Box 802746 Chicago, Illinois 60680-2747, 1-800-870-6856.

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

"Commercial Purposes" means **Your Vehicle** is used for commercial purposes including but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, carry passengers for hire (taxi, limousine or shuttle services), rideshare (i.e. Uber, Lyft), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use or business travel when the **Vehicle** is used by more than one driver and for vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening) or light duty contracting (e.g. electrician, carpenter and plumber).

"Cost" means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. **These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.**
At the Provider's option, the Administrator may use replacement parts in covered repairs that may include new, remanufactured, used or non-original equipment manufactured parts.

"Deductible" means the amount You must pay for covered repairs. If the zero dollar ($0) Deductible box is checked, the Deductible is zero dollars ($0) per visit. If the fifty dollar ($50) Deductible box is checked, the Deductible is zero dollars ($0) when covered repairs are performed at the Selling Dealer and fifty dollars ($50) per visit when performed elsewhere. If You have selected the fifty dollar ($50) Deductible and Your Selling Dealer ceases to operate, the Administrator will direct You to an authorized Repair Facility that will perform covered repairs at the zero dollar ($0) Deductible. If the one hundred dollar ($100) Deductible box is checked, the Deductible is one hundred dollars ($100) per visit. If the two hundred fifty dollar ($250) Deductible box is checked, the Deductible is two hundred fifty dollars ($250) per visit. If Your Cost is a Warranty Deductible charge imposed by the manufacturer, this Service Contract will pay the manufacturer's Deductible.

"**Miles**" means the number of miles shown in Section 3 on the Information Schedule.

"**Months**" means the number of months shown in Section 3 on the Information Schedule.

"**Repair Facility**" means a franchised automobile dealer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of not less than six (6) months and six thousand (6,000) miles. **Repairs performed by any facility must receive authorization from the Administrator prior to beginning repairs.**

"**Selling Dealer**" means the dealer from whom **You** purchased this Service Contract shown in Section 2 on the Information Schedule.

"**Service Contract Purchase Price**" means the amount **You** paid for this Service Contract shown in Section 3 on the Information Schedule.

"**Service Contract Purchase Date**" means the date **You** purchased this Service Contract shown in Section 3 on the Information Schedule.

"**Vehicle**" means the covered car or truck shown in Section 1 on the Information Schedule.

"Waiting Period" means the duration of both days and miles indicated under Waiting Period within Section 3 on the Information Schedule during which there is no coverage provided by this **Service Contract**. Waiting Period begins on the **Service Contract Purchase Date** and at the mileage listed as the Current Odometer Reading shown in Section 1 on the Information Schedule.

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

"**You**" and "**Your**" mean the customer (private individual) shown in Section 4 on the Information Schedule, or an eligible person to whom this Service Contract has been properly transferred.

SAMPLE

II. WHAT THIS SERVICE CONTRACT COVERS

A. Breakdown Coverage

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

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

POWERTRAIN COVERAGE

When the POWERTRAIN Coverage box has been checked on the Information Schedule, only the following parts are covered. **Parts not listed are not covered**.

ENGINE: Engine block and cylinder heads and all internally lubricated parts including pistons, piston rings, pins and cylinder sleeves; crankshaft, pulley, main bearings, caps and bolts; connecting rods, rod bearings, caps and bolts; camshaft(s), camshaft bearings, button and plugs; timing gears and timing chain or belt; rocker arms, rocker arm pivots, shafts and bushings; intake and exhaust valves, springs, guides, adjusters, retainers and seats; pushrods and lifters; intake manifold; exhaust manifolds; balance shaft; water pump; fuel pump; thermostat; oil pump, cover, gears, pressure relieve valve and screen; rotor housing, rotors, shims and silent shaft; all internal fasteners, nuts and bolts; turbocharger/supercharger assembly including boost valve and wastegate; seals and gaskets.

TRANSMISSION/TRANSAXLE/TRANSFER CASE: Transmission/transaxle case and all internally lubricated parts including ring and pinion gears; oil pump, cover, gears, housing and vanes; torque converter; valve body(s); throttle valve; valve pack; governor, gear and cover; parking gear and pawl; roll pins; sprags; sprockets; chain; springs; stator and shaft; pressure regulator valve; pressure switches; solenoids; bands; automatic transmission/transaxle clutch, drums, pistons and steel plates; planetary and sun gears; servos and rings; blockers; synchronizer hubs and keys; bearings; bushings; supports and shafts; control rings; yoke; extension housing; speedometer drive gears; accumulators and rings; adjusters; all internal fasteners, nuts and bolts; shift cover and forks; separate bell housing; transfer case and all internal parts contained within the transfer case; seals and gaskets. **(STANDARD TRANSMISSION CLUTCH ASSEMBLIES AND ALL COMPONENT PARTS ARE NOT COVERED.)**

DRIVE AXLE: Differential/axle housing(s) and all internally lubricated parts including the axle flange; ring and pinion gear/carrier assembly; spider gears and bearings; pins; retainers; positraction clutches, plates and springs; cover; seals and gaskets.

GOLD COVERAGE

When the GOLD Coverage box has been checked on the Information Schedule, only the following parts, in addition to the parts listed under the Powertrain Coverage, are covered. **Parts not listed are not covered.**

ENGINE: Oil pan, valve, timing and side covers; thermostat housing; water pump pulley; engine mounts; harmonic balancer; flex plate/flywheel and ring gear.

TRANSMISSION: Oil pan; detent cable; kickdown link; TVI/throttle cable; vacuum modulator; transmission mounts.

DRIVE AXLE: Constant velocity joints; slip joint; front wheel drive axles/half shafts and wheel bearings; u-joints; couplings; flex disc; prop shafts; center support bearings.

STEERING: Steering gear housing and internal parts including control rings, valves, pinion shaft, pitman shaft, worm shaft and gear, sector shaft, bearings, adjusters; rack and pinion housing and internal parts including control valve, rack bellows, mounts, rack shaft and yoke, spool valve, bearings; power steering pump and internal parts including housing, reservoir, shaft and vanes; power steering pump mounting brackets; tie rods, idler and pitman arms, center/drag link, coupling and shafts; cooler lines; seals and gaskets.

BRAKES: Master cylinder; vacuum or hydraulic brake booster assembly; hydraulic lines, hoses and fittings; brake pedal apply pin; compensator/proportioning valve; metering valve; calipers, piston, seal and dust boot; wheel cylinders, cups, seals, spring and dust boots; backing plate; brake adjusters; brake pedal, pedal lever and pedal pivot; parking brake cable; ABS component parts including control processor/module, pump, dump valve, wheel speed sensors, solenoids, accumulator, and pressure differential switch; seals and gaskets.

AIR CONDITIONING: Condenser; compressor; evaporator; orifice/expansion valve; accumulator; receiver drier; automatic temperature control programmer; clutch assembly including coil, disc and pulley; control cables; cutoff switch; serpentine belt tensioner, bearing and pulley; seals and gaskets.

FRONT SUSPENSION: Upper and lower control arms, shafts and bushings; struts, housing and cartridge; spindle/steering knuckle and spindle support; wheel bearings; ball joints and bushings; kingpin and bushings; stabilizer bar, links and bushings; torsion bar, mounts and bushings; track bar, links and bushings.

ELECTRICAL: Alternator housing and all internal parts including bearings, bushings, brushes, rectifier bridge, diodes, field coil and rotor; alternator mounting bracket; voltage regulator; starter motor housing and all internal parts including bushings, brushes, field windings, starter drive and solenoid; front and rear wiper motor, transmission and linkage; power window motor; window regulators; power seat motor; steering column multi-function switch and individual switches for turn signal, headlamp, dimmer, wiper, washer and speed control; mirror motor switch; brake light switch; neutral safety switch; glove box light switch; courtesy light switch; cooling fan relay; air control solenoid; air regulator valve; I.A.C. motor; electronic ignition module; electronic instrument panel module; ignition coil; engine distributor including shaft, gear, bushings and modules; throttle position sensor; vehicle speed sensor; M.A.P. sensor; knock sensor and barometric pressure sensor.

GOLD PLUS COVERAGE

When the GOLD PLUS Coverage box has been checked on the Information Schedule, only the following parts, in addition to the parts listed under the Gold Coverage, are covered. **Parts not listed are not covered.**

COOLING: Radiator, mounting brackets and coolant recovery tank; fan clutch, fan blades and motor; fan shroud; heater core; transmission cooler.

FUEL: Fuel lines; fuel pressure regulator; level sending unit; fuel injectors and seals; injection pump; ESC systems; fuel injection control components including mixture control processor, throttle body assembly, cutoff valve, fuel rail, fuel distributor, trigger contacts, cold start valve, fuel injection valve, fuel accumulator; tank; tank door latch; tank filler neck and o-ring.

AIR CONDITIONING: Compressor mounting brackets; idler pulley and bearings; air conditioning/heater blower motor.

STEERING: Steering wheel tilt and telescoping mechanism.

FRONT SUSPENSION: Coil and leaf springs, seats and bushings, leaf spring shackles; electronic level control components including pump, accumulator, lines and bags.

REAR SUSPENSION: Upper and lower control arms, shafts and bushings; upper and lower ball joints; struts, housing and cartridge; wheel bearings; spindle/steering knuckle and spindle support; coil and leaf springs, seats and bushings, leaf spring shackles; track bars, links and bushings; electronic level control components including pump, accumulator, lines bags; stabilizer bar, links and bushings.

ELECTRICAL: Cruise control module, servo, cables and switches; instrument cluster including speedometer, odometer, tachometer and all gauges, warning indicators; burglar alarm or electronic entry systems including remote entry receiver, sender and module; door lock actuators; mirror motor; power window switch, power lock switch; rear window defogger; horn and relay; convertible top motor; sunroof motor; power antenna motor; electrical headlamp motor; power trunk/hatch release motor, switch and solenoid; power sliding door motor and switch; electronic control modules including body control module, electronic control unit, powertrain control module, transmission control module; electronic throttle control module; crank angle sensor; camshaft position sensor; throttle position motor; fuel pulse dampener; wide open throttle switch; thermo time switch; fuel pump relay; automatic temperature control sensor; ride height sensor and relay; oxygen (O2) sensor; mass air flow sensor; manifold differential pressure sensor; coolant temperature sensor; OEM radio/graphic equalizer/cassette tape player/compact disc player.

PLATINUM COVERAGE

When the PLATINUM Coverage box has been checked on the Information Schedule, **We** will repair any **Breakdown** of **Your Vehicle** except the items listed under Service Contract Section III. **"What This Service Contract Does Not Cover"** and Service Contract Section VII. **"General Provisions 5. Limit of Liability."**

B. RENTAL REIMBURSEMENT COVERAGE: You will be allowed up to thirty-five dollars ($35) per day for a maximum of ten (10) days for car rental expense incurred, if required due to a covered Breakdown. You are responsible for obtaining the rental car and rental car expense incurred must be from a licensed rental car agency or authorized dealer. We will then reimburse You. **RENTAL CAR REIMBURSEMENT IS NOT PROVIDED FOR PARTS DELAY, SHOP SCHEDULING OR FOR WORK NOT COVERED BY THIS SERVICE CONTRACT. YOU MUST RECEIVE PRIOR AUTHORIZATION FOR RENTAL EXPENSES. RENTAL REIMBURSEMENT IS LIMITED TO DOWNTIME REPAIRS AND ENDS ON THE DATE OF REPAIR COMPLETION OR TEN (10) DAYS, WHICHEVER OCCURS FIRST.**

C. TOWING REIMBURSEMENT COVERAGE: When a covered **Breakdown** disables **Your Vehicle**, **We** will pay for **towing expenses not to exceed seventy-five dollars ($75) per disablement.**

SAMPLE

II. WHAT THIS SERVICE CONTRACT COVERS

D. EMERGENCY TRAVEL EXPENSE REIMBURSEMENTS COVERAGE (Not available if You purchase this Service Contract from a Selling Dealer located in the state of New York): We will pay for emergency local commercial lodging, meals and transportation expenses **up to three hundred seventy-five dollars ($375) per occurrence (a maximum of seventy-five dollars ($75) per day for up to five (5) days** from the date of **Your Breakdown**) when:

- The **Breakdown** occurs one hundred (100) miles or more from **Your** home;
- The **Breakdown** renders **Your Vehicle** inoperable or unsafe to drive; and
- **Your Vehicle** is required to be held overnight by a **Repair Facility** for covered repairs.

E. DIAGNOSTICS COVERAGE: We will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a covered **Breakdown**, **not to exceed the labor time listed in a nationally recognized time publication. 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.**

F. RELATED DAMAGE COVERAGE: We will pay for the replacement of brake pads, belts and hoses that are damaged and require replacement as a direct result of a covered **Breakdown**. This coverage includes disc brake rotor or brake drum resurfacing required as a direct result of a covered **Breakdown**.

G. FLUID COVERAGE: We will pay for replacement of necessary fluids, oils, greases, lubricants and approved air conditioning gases that must be replaced in conjunction with a covered **Breakdown**. **THIS COVERAGE DOES NOT APPLY TO SHOP SUPPLIES.**

III. WHAT THIS SERVICE CONTRACT DOES NOT COVER

MAINTENANCE AND PARTS NOT COVERED

THE FOLLOWING ARE NOT COVERED UNDER YOUR SERVICE CONTRACT:

A. THE MAINTENANCE SERVICES AND PARTS DESCRIBED UNDER MAINTENANCE REQUIREMENTS AS SHOWN IN THIS SERVICE CONTRACT OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.

B. OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING ENGINE TUNE-UP, (INCLUDES SPARK PLUGS, GLOW PLUGS, IGNITION WIRES, DISTRIBUTOR CAP AND ROTOR), CARBURETOR, BATTERIES (INCLUDING BUT NOT LIMITED TO: HYBRID AND ELECTRIC VEHICLE BATTERIES), FILTERS, LUBRICANTS OR FLUIDS, AIR CONDITIONING REFRIGERANT, ENGINE COOLANT, ALL HOSES AND BELTS (NOT SPECIFICALLY LISTED), FREEZE PLUGS, WIPER BLADES, BRAKE PADS AND SHOES, BRAKE ROTORS AND DRUMS, SUSPENSION ALIGNMENT, CONSTANT VELOCITY BOOTS, TIRES, WHEEL COVERS, WHEEL RIMS, WHEELS, WHEEL BALANCING, SHOCK ABSORBERS, AIR BAGS, LOCK CYLINDERS, SAFETY RESTRAINT SYSTEMS, CELLULAR PHONES, EXHAUST SYSTEM, CATALYTIC CONVERTER, FRICTION CLUTCH DISC AND PRESSURE PLATE AND CLUTCH RELEASE BEARING.

C. GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, SEALED BEAM HEAD LAMPS, LIGHT BULBS, LENSES, TRIM, MOLDINGS, BRIGHT METAL, UPHOLSTERY, VINYL AND CONVERTIBLE TOPS, PAINT, SHEET METAL, BUMPERS, ALIGNMENT OF BODY PARTS, FLEXIBLE BODY PARTS, DOOR PANELS, BODY PANELS, STRUCTURAL FRAMEWORK, CONVERTIBLE TOP FRAMEWORK, STRUCTURAL WELDS, HINGES, DOOR HANDLES AND REMOVABLE HARDTOP ASSEMBLIES.

D. AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, CB RADIOS, RADIO/SPEAKER EQUIPMENT, CRUISE CONTROL, SUNROOF, SOLAR POWERED DEVICES, TELEPHONES, TV/VCR/DVD AND RELATED COMPONENTS AND APPLIANCES.

IN ADDITION, WE WILL NOT PAY BENEFITS:

1. **FOR COSTS COVERED BY ANY WARRANTY OR GUARANTEE REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY OR GUARANTEE.**
2. **FOR ANY COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER ANY VEHICLE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR HAS BEEN VOIDED BY THE MANUFACTURER.**
3. **IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED OR JUNK VEHICLE.**
4. **WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SERVICE CONTRACT SECTION VI. YOUR RESPONSIBILITIES).**
5. **FOR EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS.**
6. **FOR EXPENSES CHARGED FOR NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.**
7. **FOR A BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, TERRORIST ACTS, WAR, EXPLOSION, LIGHTNING, EARTHQUAKE, HURRICANE, TROPICAL STORM, VOLCANIC ERUPTION, WINDSTORM, HAIL, WATER, FREEZING OR FLOOD.**
8. **FOR LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN UNLESS AS PROVIDED UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT COVERAGE.**
9. **FOR A BREAKDOWN WHEN CONTAMINATED FLUIDS CAUSED OR CONTRIBUTED TO THE BREAKDOWN.**
10. **FOR ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS, IMPROPER SPECIFICATION (TYPE) OF FLUIDS, LACK OF OIL VISCOSITY, SLUDGE OR RESTRICTED OIL FLOW. EXAMPLES INCLUDE BUT NOT LIMITED TO: ENGINE AND TRANSMISSION.**
11. **IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.**
12. **FOR A BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.**
13. **FOR A BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR RACING OR OTHER COMPETITION.**
14. **FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER AND THE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, LIFT KITS, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).**
15. **IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.**
16. **FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A BREAKDOWN OF A COMPONENT COVERED BY THIS SERVICE CONTRACT.**
17. **FOR THE REPAIR OF VALVES AND/OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.**
18. **TO CORRECT A COSMETIC IMPERFECTION.**
19. **FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN SERVICE CONTRACT SECTION IV. MAINTENANCE REQUIREMENTS AND/OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.**
20. **FOR A BREAKDOWN CAUSED BY RUST OR WEATHER-RELATED CORROSION.**
21. **FOR A BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART. HOWEVER, COVERAGE WILL BE PROVIDED FOR A NON-COVERED PART RESULTING FROM A BREAKDOWN OF A COVERED PART.**
22. **IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES AT ANY TIME, WHILE OWNED BY YOU.**
23. **IF YOUR VEHICLE IS AN EXOTIC VEHICLE OR IS A TRUCK RATED MORE THAN 1 TON.**
24. **FOR A BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.**

SAMPLE

III. WHAT THIS SERVICE CONTRACT DOES NOT COVER

25. **IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE INCLUDING BUT NOT LIMITED TO ODOMETER MISREPRESENTATION CAUSED BY THE USE OR MODIFICATION OF THE VEHICLE WITH UNDERSIZE OR OVERSIZE TIRE AND WHEEL ASSEMBLIES.**
26. **TO REPAIR, REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS SERVICE CONTRACT UNLESS REQUIRED IN CONJUNCTION WITH THE REPAIR OF A COVERED PART.**
27. **FOR DIAGNOSIS CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.**
28. **FOR A BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.**
29. **FOR ADDITIONAL LOSS OR DAMAGE WHICH IS OCCASIONED BY YOU OR OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.**
30. **FOR REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.**
31. **FOR DAMAGE CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION).**
32. **FOR REPAIRS OF WATER AND AIR LEAKS, RATTLES, SQUEAKS AND WIND NOISE.**
33. **IF YOUR VEHICLE IS POWERED ENTIRELY BY A FUEL SOURCE OTHER THAN GASOLINE OR DIESEL FUEL (EXCLUDING HYBRIDS AND ELECTRIC VEHICLES).**
34. **FOR A BREAKDOWN WHICH EXISTED OR WAS CAUSED BY A CONDITION WHICH EXISTED DURING THE WAITING PERIOD OR PRIOR TO THE SERVICE CONTRACT PURCHASE DATE.**
35. **ANY BREAKDOWN OCCURRING DURING THE WAITING PERIOD.**

IN ADDITION TO THE ABOVE (I.E. ITEMS 1-35), UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT COVERAGE, WE WILL NOT PAY BENEFITS:

36. **FOR ADDITIONAL COMMERCIAL LODGING ENTERTAINMENT EXPENSES.**
37. **FOR ANY BREAKDOWN THAT OCCURS LESS THAN ONE HUNDRED (100) MILES FROM YOUR HOME.**

IV. MAINTENANCE REQUIREMENTS

You must follow the maintenance procedures as required by the Owner's Manual for Your Vehicle. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage. Your Vehicle must be serviced receiving all scheduled maintenance as recommended by the manufacturer in the Owner's manual.
You must keep receipts which verify the Vehicle Identification Number, work orders and other documentation that shows date, a description of Your Vehicle, mileage and services performed. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.

IOS

V. WHO TO CALL FOR BREAKDOWN REPAIR AUTHORIZATION

Before any covered repairs can begin, You must contact the Selling Dealer. If You have moved or are traveling out of town, call the Administrator toll-free: 1-800-870-6856. To access your contract and much more, download our mobile app.

Android

VI. YOUR RESPONSIBILITIES

You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Vehicle. You are required to safely pull Your Vehicle off the road and shut down the engine immediately when either of these lights/gauges indicates a problem.
If You experience a Breakdown, You agree to:

1. **Use all reasonable means to protect Your Vehicle from further damage.**
2. **Notify the Administrator as soon as possible.**
3. **Authorize the Repair Facility to perform necessary diagnostic work and provide "teardown authorization" so that the Repair Facility can provide an accurate diagnosis and estimate of repairs. IMPORTANT: WE WILL NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS SERVICE CONTRACT.**
4. **Furnish the Administrator with such information as the Administrator may reasonably require and if requested provide proof of Your Vehicle's regular maintenance during the Service Contract Period as defined in Service Contract Section IV. Maintenance Requirements.**
5. **Reserve for the Administrator the right to refer Your Vehicle to the Selling dealer or a dealership that sells and services Your type of Vehicle, for certain repairs.**
6. **Allow the Administrator to examine Your Vehicle if the Administrator asks to do so.**
7. **Obtain authorization from the Administrator prior to beginning any repairs covered by this Service Contract.**
8. **Call the following business day or as soon as reasonably possible to receive claim filing instructions should a Breakdown occur on a weekend or holiday. Customer service hours are 8:00 AM – 7:00 PM (Eastern Time) Monday through Thursday and 8:00 AM – 6:00 PM (Eastern Time) on Friday.**

Emergency Repair Instructions: In the event that a Breakdown of a covered part occurs when the Administrator's office is closed and emergency repairs are necessary, You may commence with emergency repairs without securing the Administrator's prior authorization. However, You or the authorized service representative must notify the Administrator of the repairs as soon as the Administrator's office reopens. You must submit written information and documentation concerning the Breakdown and repairs no later than thirty (30) days after the Breakdown. Reimbursement of emergency repairs will be subject to all terms and conditions of this Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because Your Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens.

VII. GENERAL PROVISIONS

1. **Service Contract Period**
   The Service Contract Period begins on the **Service Contract Purchase Date** and ends when the **Months** from the **Service Contract Purchase Date** are reached or when the additional **Miles** are registered on the odometer, whichever occurs first. The Service Contract Period includes a mandatory **Waiting Period** before Coverage takes effect. Refer to **Waiting Period** definition under Section I. KEY TERMS for additional details. **This Service Contract is not renewable.**
2. **Where You Are Covered**
   This Service Contract applies only to Breakdowns occurring within the continental United States of America, Alaska, Hawaii and Canada.
3. **If You Have Other Coverage**
   If the manufacturer or **Repair Facility** agrees to cover all or some of the **Cost** of a **Breakdown** after a **Warranty** or guarantee has expired, **We** will pay only for any extra **Cost**. **If You have any other Rental Reimbursement coverage, Towing Reimbursement coverage or Emergency Travel Expense Reimbursement coverage, We will pay only the amount in excess of that coverage, subject to the limits of this Service Contract.**

SAMPLE

VII. GENERAL PROVISIONS

4. **Your Help And Cooperation**
Your help and cooperation is required if We ask You to help Us enforce Your rights against any manufacturer or Repair Facility who may be responsible to You for the Cost of repairs covered by this Service Contract.

5. **Limit of Liability**
Our limit of liability is the Cost to repair or replace any covered Breakdown; but in no event shall this Cost exceed the average retail value of Your Vehicle as determined by the NADA Official Used Car Guide at the time immediately prior to the Breakdown. The total of all benefits paid or payable during the Service Contract Period shall not exceed the price You paid for Your Vehicle.

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

7. **DISPUTE RESOLUTION - ARBITRATION**
THIS SERVICE CONTRACT REQUIRES BINDING ARBITRATION IF THERE IS AN UNRESOLVED DISPUTE BETWEEN **YOU** AND **US**, OR BETWEEN **YOU** AND **ADMINISTRATOR**, CONCERNING THIS SERVICE CONTRACT. IN ARBITRATION, AN INDEPENDENT, NEUTRAL THIRD-PARTY ARBITRATOR WILL MAKE A DECISION AFTER HEARING THE POSITIONS OF THE RESPECTIVE PARTIES. THE DECISION OF THE ARBITRATOR WILL DETERMINE THE OUTCOME OF THE ARBITRATION AND SHALL BE FINAL AND BINDING; IT CANNOT BE REVIEWED OR CHANGED BY, OR APPEALED TO, A COURT OF LAW. UNDER THIS ARBITRATION PROVISION, **YOU** GIVE UP YOUR RIGHT TO RESOLVE ANY DISPUTE ARISING FROM THIS SERVICE CONTRACT BY A JUDGE AND/OR A JURY. **YOU** ALSO AGREE NOT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS ACTION LITIGATION, ANY CLASS ARBITRATION, OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. UNLESS OTHERWISE AGREED TO BY THE PARTIES, A DETERMINATION REGARDING ANY DISPUTE OVER THE APPLICATION OF THIS ARBITRATION PROVISION WILL BE MADE BY A COURT OF COMPETENT JURISDICTION IN THE COUNTY AND STATE IN WHICH **YOU** LIVE.
THE LAWS OF THE STATE IN WHICH THIS SERVICE CONTRACT WAS SOLD (WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAW PRINCIPLES) SHALL GOVERN ALL SUBSTANTIVE MATTERS ARISING OUT OF OR RELATING TO THIS SERVICE CONTRACT AND ALL TRANSACTIONS CONTEMPLATED BY THIS SERVICE CONTRACT, INCLUDING, WITHOUT LIMITATION, THE VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE, AND ENFORCEMENT OF THIS SERVICE CONTRACT. THE PROCEDURAL RULES FOR ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C.A. § 1 ET. SEQ.) AND NOT BY ANY STATE LAW CONCERNING ARBITRATION.
THE CONSUMER ARBITRATION RULES ("CONSUMER RULES") OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") (WWW.ADR.ORG) WILL APPLY TO ANY ARBITRATION UNDER THIS SERVICE CONTRACT. A PARTY SEEKING TO COMMENCE ARBITRATION MUST MAKE A WRITTEN DEMAND FOR ARBITRATION, IN ACCORDANCE WITH THE CONSUMER RULES. THIS DEMAND MUST BE MADE WITHIN ONE (1) YEAR OF THE EARLIER OF THE DATE THE **BREAKDOWN** OCCURRED OR THE DISPUTE AROSE. THE PARTIES SHALL MUTUALLY AGREE TO THE SELECTION OF AN ARBITRATOR. IF **YOU** FILE A DEMAND FOR ARBITRATION WITH THE AAA, **YOU** WILL BE RESPONSIBLE TO PAY ANY CONSUMER FILING FEES. IN ACCORDANCE WITH THE CONSUMER RULES AND ANY OTHER APPLICABLE AAA GUIDELINES, YOU MAY ALSO BE RESPONSIBLE FOR PAYMENT OF OTHER FEES AND COSTS RELATING TO THE ARBITRATION, INCLUDING, WITHOUT LIMITATION, THE ARBITRATOR'S COMPENSATION. UNLESS OTHERWISE AGREED TO BY THE PARTIES, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY AND STATE IN WHICH **YOU** LIVE.

8. **How This Service Contract May Be Transferred**
Your rights and duties under this Service Contract may only be transferred to a subsequent purchaser directly by You within thirty (30) days from the date of sale to the subsequent owner. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. This Service Contract can only be transferred if the remaining portion of the Warranty including Powertrain warranty has not been reduced or voided. In the event of Your death, the benefits of this Service Contract will be available to Your spouse, domestic partner or legal representative. To transfer this Service Contract, You must submit the following information to the Administrator:
   a. **Completed Transfer Request form, which can be obtained by contacting the Administrator;**
   b. **Copy of Your Service Contract;**
   c. **Bill of Sale indicating date of sale of the Vehicle;**
   d. **Forty dollar ($40) transfer fee made payable to the Administrator.**

9. **How This Service Contract May Be Canceled – Including Refunds And Charges**
Cancellation By You
You may cancel this Service Contract at any time. To cancel, contact the **Selling Dealer**. The **Selling Dealer** will assist with **Your** cancellation request and verify the mileage of **Your Vehicle**. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation.
Cancellation By Us
If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within ninety (90) days of the **Service Contract Purchase Date**. After ninety (90) days, **We** may cancel this Service Contract:
- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer;
- If **You** do not pay the **Service Contract Purchase Price**; or
- If **You** use **Your Vehicle** in any manner not covered by this Service Contract.

Cancellation By Lienholder
If this Service Contract is financed, the Lienholder (shown in Section 2 of the Information Schedule) may cancel the Service Contract in the event **You** default in **Your** obligation to such Lienholder or in the event **Your Vehicle** is declared a total loss or is repossessed.
How Refunds are Calculated
If this Service Contract is canceled within sixty (60) days of the **Service Contract Purchase Date** and a claim has not been incurred, a one hundred percent (100%) refund of the **Service Contract Purchase Price** will be made. After sixty (60) days or if **You** have incurred a claim within the first sixty (60) days, a pro-rata refund of lesser of unused days within the **Months** or unused **Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the lesser percentage of (a) the unused days within the **Months** divided by the total days within the **Months** of **Your** Service Contract Period; or (b) the unused **Miles** divided by the total **Miles** of **Your** Service Contract Period; less an administrative fee of fifty dollars ($50). If this Service Contract is canceled by **You** or the Lienholder, the refund, if any, will be paid or credited no more than thirty (30) days from receipt of the cancellation notice by the **Selling Dealer**, **Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, no administrative fee will be charged and the refund, if any, will be paid or credited within thirty (30) days of the date of cancellation. All refunds will be paid to the Lienholder if any, otherwise to **You**. For refund calculations, if the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to ninety (90) days.

10. **Insurance**
This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an insurance policy issued by Virginia Surety Company, Inc., P.O. Box 802746 Chicago, Illinois 60680-2747. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your covered repair is not paid within sixty (60) days after all required proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll- free number for instructions: 1-800-209-6206.

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

12. **Severability**
If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Service Contract shall be considered divisible as to such provision and such provision shall thereafter be inoperative; provided, however, the remaining provisions of this Service Contract shall be valid and binding.

SAMPLE

VIII. STATE AMENDMENTS

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

Alabama
GENERAL PROVISIONS – Section 7 "Dispute Resolution – Arbitration" is amended as follows: The laws of Alabama govern all matters under this Service Contract.
GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.
How Refunds are Calculated is amended to include:
The fifty dollar ($50) administrative fee is deleted and replaced with a twenty-five dollar ($25) administrative fee.

Alaska
WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended to include:
Exclusion #7 – Any reference to **"TERRORISTS ACTS"** within this exclusion is deleted in its entirety.
Exclusion #15 is amended to include **"UNLESS YOUR VEHICLE IS PROPERLY EQUIPPED FOR SUCH USE AND IS NOT USED COMMERCIALLY."**
Exclusion #16 is deleted in its entirety.
GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a penalty per month in the amount of ten percent (10%) of the **Service Contract Purchase Price** shall be added to a refund that is not paid within forty- five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.
Cancellation By Us is deleted in its entirety and replaced by the following:
If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation.
We may cancel this Service Contract:
- If **You** do not pay the **Service Contract Purchase Price**;
- If **You** are convicted of a crime having as one of its necessary elements an act increasing the hazard covered by this Service Contract;
- If there has been a material misrepresentation or fraud by **You** in obtaining the contract or pursuing a claim;
- If **We** discover an act or omission by **You** or a violation by **You** of any terms or conditions of this Service Contract, after the **Service Contract Purchase Date**, that substantially and materially increases the risk covered under this Service Contract; or
- For substantial breach of duties by **You** relating to the use of the covered **Vehicle**.

If **We** cancel this Service Contract, a penalty per month in the amount of ten percent (10%) of the unearned **Provider** fee **(Service Contract Purchase Price)** shall be added to a refund that is not paid within forty-five (45) days from the effective date of cancellation by **Us**.
How Refunds Are Calculated is amended as follows:
The fifty dollar ($50) administrative fee is deleted and replaced with an administrative fee of fifty dollars ($50) or seven and a half percent (7.5%) of the refund amount, whichever is less.
GENERAL PROVISIONS– Section 10 "Insurance" is deleted in its entirety and replaced by the following:
This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an insurance policy issued by Virginia Surety Company, Inc., P.O. Box 802746 Chicago, Illinois 60680-2747. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your covered repair is not paid within thirty (30) days after all required proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

Arizona
Notice To Customer – is amended to include:
In the event a Breakdown occurs when the Administrator's office is closed, You may follow the claim procedures in the Service Contract without prior authorization. Reimbursement will be made to You or the Repair Facility in accordance with Service Contract provisions.
Notice To Customer – is amended as follows:
Coverage under this Service Contract begins after the Waiting Period ends. The thirty (30) days and one thousand (1,000) mile waiting period will be added to the end of Your Service Contract Period.
WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended to include:
Exclusion #33 is revised to read, **"IF YOUR VEHICLE IS MODIFIED TO BE POWERED ENTIRELY BY A FUEL SOURCE OTHER THAN GASOLINE OR DIESEL FUEL, WHILE THE VEHICLE IS OWNED BY YOU."**
Exclusions #10, 12, 13, 14, 15, 19, 24, 25, & 31 are amended to include: **"WHILE THE VEHICLE IS OWNED BY YOU."**
Exclusions #3, 11 & 23 are deleted in their entirety.
GENERAL PROVISIONS – Section 7 "Dispute Resolution – Arbitration" is amended to include:
Notwithstanding the Arbitration provision, **You** have the right to file a complaint with the Arizona Department of Insurance and Financial Institutions (D.I.F.I.). **You** can file a complaint with the D.I.F.I. against a Service Company issuing an approved Service Contract by contacting the Consumer Protection Division of the D.I.F.I., at phone number 602-364-2499.
GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges",
Cancellation By Us is deleted in its entirety and replaced by the following:
If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract:
- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If, while owned by **You**, the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
- If **You** do not pay the **Service Contract Purchase Price.**

How Refunds are Calculated is amended as follows:
The fifty dollar ($50) administrative fee is deleted and replaced with an administrative fee of fifty dollars ($50) or ten percent (10%) of the **Service Contract Purchase Price** paid by **You**, whichever is less.

Colorado
GENERAL PROVISIONS – Section 10 "Insurance" is amended to include: **Insurance Policy #2631**.

Connecticut
The coverage afforded by this Service Contract is still available should the Service Contract Period lapse while **Your Vehicle** is in the custody of a **Repair Facility** for a covered repair.
GENERAL PROVISIONS – Section 7 "Dispute Resolution – Arbitration" is amended to include:
If **You** and the **Provider** are unable to resolve any disputes arising under this Service Contract, the State of Connecticut has established a process to settle disputes arising from service contracts as outlined in R.C.S.A §§ 42-260-1 to 5. If **You** purchase this Service Contract in Connecticut, to initiate the process **You** must first submit a written complaint which may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the **Service Contract Purchase Price**, the **Cost** of repair of the **Vehicle** and a copy of this Service Contract.
GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds and Charges"
Cancellation By You is amended to include:
You may cancel this Service Contract in the event the **Vehicle** is returned, sold, lost, stolen or destroyed.
Cancellation By Us is amended to include: The thirty (30) day written notice prior to cancellation is deleted and replaced with forty-five (45) days.

District of Columbia
GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"
Cancellation By You is amended to include: If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.
How Refunds are Calculated is amended as follows: The fifty dollar ($50) administrative fee is deleted and replaced with an administrative fee of fifty dollars ($50) or ten percent (10%) of the **Service Contract Purchase Price**, whichever is less.

SAMPLE

VIII. STATE AMENDMENTS

Florida

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

WHO TO CALL FOR BREAKDOWN REPAIR AUTHORIZATION – is amended to include:

The first sentence is revised to read: **"Before any covered repairs can begin, You must contact the Selling Dealer or the Administrator."**

WHAT THIS SERVICE CONTRACT DOES NOT COVER– is amended as follows: Exclusion #3 is deleted in its entirety.

YOUR RESPONSIBILITIES– "Emergency Repair Instructions" is amended to include: The thirty (30) day time period for filing a claim after a **Breakdown** is deleted and replaced with ninety (90) days.

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

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

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

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

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

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

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

If this Service Contract is canceled by **You** or Lienholder within sixty (60) days of the **Service Contract Purchase Date**, a one hundred percent (100%) refund of the **Service Contract Purchase Price** will be made less any claims paid on this Service Contract. After sixty (60) days, a pro-rata refund of the lesser of unused days within the **Months** or unused **Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the lesser percentage of: (a) the unused days within the **Months** divided by the total days within the **Months** of **Your** Service Contract Period; or (b) the unused **Miles** divided by the total **Miles** of **Your** Service Contract Period; less an administrative fee of fifty dollars ($50) or ten percent (10%) of the refund amount, whichever is less**.** If **We** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date**, a one hundred percent (100%) refund of the **Service Contract Purchase Price** will be made less any claims paid on the Service Contract. After sixty (60) days, a pro-rata refund of the lesser of unused days within the **Months** or unused **Miles** will be made. The pro-rata refund will not be less than one hundred percent (100%) of the paid unearned pro-rata **Service Contract Purchase Price** less any claims paid on this Service Contract. If this Service Contract is canceled by **You** or the Lienholder, the refund, if any, will be paid or credited no more than thirty (30) days from receipt of the cancellation notice by the **Selling Dealer, Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, no administrative fee will be charged and the refund, if any, will be paid or credited within thirty (30) days of the date of cancellation. **You** authorize that all refunds will be paid to the Lienholder if any, otherwise to **You**. Should **We** fail to refund the unearned consideration, **You** have the right to receive the refund directly from Virginia Surety Company, Inc.

GENERAL PROVISIONS – Section 10 "Insurance" is amended as follows:

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

Georgia

Notice to Customer - is amended as follows:

Coverage under this Service Contract begins after the Waiting Period ends. The thirty (30) days and one thousand (1,000) mile waiting period will be added to the end of Your Service Contract Period.

KEY TERMS - "Commercial Purposes" definition is amended to delete any reference to "delivery service" in its entirety.

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended to include:

Exclusion #10 – Any reference to "**SLUDGE**" within this exclusion is deleted in its entirety.

Exclusions #14 and #24 are amended to include the text: **"MADE SUBSEQUENT TO THE PURCHASE OF THIS SERVICE CONTRACT."**

Exclusion #25 is amended to include the text: "**WHILE OWNED BY YOU**".

Exclusion #34 is deleted in its entirety.

Exclusion #35 is deleted in its entirety.

YOUR RESPONSIBILITIES – Item #3 is deleted in its entirety.

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

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

Cancellation By You is amended to include:

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

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

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

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

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

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown in Section 2 of the Information Schedule) to cancel this Service Contract and receive the refund.

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

If this Service Contract is canceled within sixty (60) days of the **Service Contract Purchase Date**, a one hundred percent (100%) refund of the **Service Contract Purchase Price** will be made less any claims paid on this Service Contract. After sixty (60) days, a pro-rata refund of the lesser of unused days within the **Months** or unused **Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the lesser percentage of: (a) the unused days within the **Months** divided by the total days within the **Months** of **Your** Service Contract Period; or (b) the unused **Miles** divided by the total **Miles** of **Your** Service Contract Period; less an administrative fee of fifty dollars ($50) or ten percent (10%) of the unearned pro-rata **Service Contract Purchase Price**, whichever is less. If this Service Contract is canceled by **Us**, no administrative fee will be charged. **You** authorize that all refunds will be paid to the Lienholder if any, otherwise the refund will be paid to **You**. If this Service Contract is canceled by **You** or the Lienholder, the refund, if any, will be paid or credited no more than thirty (30) days from receipt of the cancellation notice by the **Selling Dealer**, **Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, the refund, if any, will be paid or credited within thirty (30) days of the date of cancellation. Should **We** fail to refund the unearned consideration, **You** have the right to receive the refund directly from Virginia Surety Company, Inc.

Hawaii

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

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

Idaho

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

Illinois

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

How Refunds are Calculated is amended to include:

The fifty dollar ($50) administrative fee is deleted and replaced with an administrative fee of fifty dollars ($50) or ten percent (10%) of the **Service Contract Purchase Price**, whichever is less.

Indiana

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

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

GENERAL PROVISIONS – Section 9 "How This Service Contract May be Canceled– Including Refunds And Charges"

Cancellation By You is amended to include:

If **Your** cancellation refund is not paid within sixty (60) days after this Service Contract has been returned to the **Selling Dealer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., P.O. Box 802746 Chicago, Illinois 60680-2747.

SAMPLE

VIII. STATE AMENDMENTS

Iowa

This Service Contract is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537.
If **You** have questions regarding **Your** Service Contract, **You** may address them to the Iowa Insurance Commissioner at the following address:
Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315.
WHAT THIS SERVICE CONTRACT COVERS –is amended to include:
Used parts will not be used to replace covered parts without prior written authorization from **You**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.
GENERAL PROVISIONS – Section 9 "How This Service Contract May be Canceled – Including Refunds And Charges"
Cancellation By You is amended to include:
Upon **Our** receipt of **Your** request to cancel this Service Contract, **We** will provide written notice to **You** at least fifteen (15) days prior to the date of cancellation. If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.
How Refunds are Calculated is amended to include:
The fifty dollar ($50) administrative fee is deleted and replaced with an administrative fee of fifty dollars ($50) or ten percent (10%) of the **Service Contract Purchase Price**, whichever is less.
The sentence "All refunds will be paid to the Lienholder if any, otherwise to **You**." is revised to read "All refunds will be paid by the **Selling Dealer** to the Lienholder if any, otherwise to **You**."
GENERAL PROVISIONS – Section 10 "Insurance" is amended as follows:
A claim against the Provider may also include a refund of the unearned Provider fee (Service Contract Purchase Price) in the event this Service Contract is canceled.

Louisiana

This Service Contract is not regulated by the Department of Insurance. Any concerns or complaints regarding this Service Contract may be directed to the Attorney General.
GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Maine

GENERAL PROVISIONS – Section 7 "Dispute Resolution – Arbitration" is deleted in its entirety.
GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a penalty per month in the amount of ten percent (10%) of the **Service Contract Purchase Price** shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.
How Refunds are Calculated is amended as follows:
If this Service Contract is canceled within sixty (60) days of the **Service Contract Purchase Date** and a claim has not been incurred, a one hundred percent (100%) refund of the **Service Contract Price** including any applicable sales tax will be made.
The fifty dollar ($50) administrative fee is deleted and replaced with an administrative fee of fifty dollars ($50) or ten percent (10%) of the refund amount, whichever is less.
GENERAL PROVISIONS – Section 10 "Insurance" is deleted in its entirety and replaced by the following:
This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an insurance policy issued by Virginia Surety Company, Inc., P.O. Box 802746 Chicago, Illinois 60680-2747. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your covered repair, including any request for the return of the unearned portion of the Provider fee (Service Contract Purchase Price), is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

Maryland

All references to "Emergency Travel Expense Reimbursement" are deleted and replaced with "Travel Expense Reimbursement."
GENERAL PROVISIONS – Section 1 "Service Contract Period" is amended to include:
If the **Provider** fails to perform its duties under this Service Contract, the Service Contract Period shall be extended for the period until performance has been satisfactorily completed in accordance with the terms of this Service Contract.
GENERAL PROVISIONS– Section 7 "Dispute Resolution – Arbitration" is amended as follows:
The laws of Maryland govern all matters under this Service Contract.
If **We** breach any of **Our** duties under this Service Contract, **You** may file an action in any court of competent jurisdiction.
GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a penalty per month in the amount of ten percent (10%) of the **Service Contract Purchase Price** shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**. If **Your** refund is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**, You have the right to receive the refund directly from Virginia Surety Company, Inc.
GENERAL PROVISIONS – Section 10 "Insurance" is deleted in its entirety and replaced by the following:
This Service Contract is not an insurance contract and not subject to the insurance laws of Maryland. Our obligations under this Service Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., P.O. Box 802746 Chicago, Illinois 60680-2747. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your covered repair, including any request for the return of the unearned portion of the Provider fee (Service Contract Purchase Price), is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

Massachusetts

GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.
NOTICE TO CUSTOMER: THE COVERAGE YOU ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. YOU CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO YOU WITHOUT THIS CONTRACT.

Michigan

GENERAL PROVISIONS – Section 1 "Service Contract Period" is amended to include:
If performance under this Service Contract is interrupted because of a strike or work stoppage at the **Selling Dealer** or **Repair Facility**, the Service Contract Period shall be extended for the period of the strike or work stoppage.

Minnesota

GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"
Cancellation By You is amended to include:
If **You** Cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Mississippi

GENERAL PROVISIONS – Section 7 "Dispute Resolution – Arbitration" is deleted in its entirety.
GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.
Cancellation By Us is deleted in its entirety and replaced by the following:
If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract:

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

SAMPLE

VIII. STATE AMENDMENTS

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

Missouri
GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.
Cancellation by **You** will become effective as of the date the written notice of **Your** cancellation is received by the **Selling Dealer** or the **Administrator**, whichever occurs first. **We** will mail **You** written notice of **Our** receipt and resulting cancellation of **Your** Service Contract within fifteen (15) days of the date of cancellation.
How Refunds are Calculated is deleted in its entirety and replaced with the following:
If this Service Contract is canceled within sixty (60) days of the **Service Contract Purchase Date**, a one hundred percent (100%) refund of the **Service Contract Purchase Price** will be made less claims paid, if any. After sixty (60) days, a pro-rata refund of the unused days within the **Months** or unused **Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the lesser percentage of: (a) the unused days within the **Months** divided by the total days within the **Months** of **Your** Service Contract Period; or (b) the unused **Miles** divided by the total **Miles** of **Your** Service Contract Period; less an administrative fee of fifty dollars ($50). If this Service Contract is canceled by **You** or the Lienholder, the refund, if any, will be paid or credited no more than thirty (30) days from receipt of the cancellation notice by the **Selling Dealer**, **Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, no administrative fee will be charged and the refund, if any, will be paid or credited within thirty (30) days of the date of cancellation. All refunds will be paid to the Lienholder if any, otherwise to **You**. For refund calculations, if the Service Contract is canceled by **Us**, all references to sixty (60) days are replaced with ninety (90) days.
GENERAL PROVISIONS – Section 10 "Insurance" is amended to include:
A claim against the Provider may also include a refund of the unearned Provider fee (Service Contract Purchase Price) in the event this Service Contract is canceled.

Nebraska
GENERAL PROVISIONS – Section 7 "Dispute Resolution – Arbitration" is deleted in its entirety and replaced by the following:
Notwithstanding anything in this Service Contract to the contrary, if **You** and **We** mutually agree at the time of loss, this Service Contract provides for arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract. **You** agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon **You**. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where **You** live. Notwithstanding this arbitration provision, **You** are not prohibited from bringing an action in Small Claims Court to resolve **Your** dispute.
The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one year of the earlier of the date the loss occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www. adr.org) will apply to any arbitration under this Service Contract.

Nevada
The following is added to this Service Contract: If **You** are not satisfied with the manner in which **We** handle **Your** claim, **You** may contact the Nevada Division of Insurance Commissioner toll free, 1-888-872-3234.
3. SERVICE CONTRACT INFORMATION* "WAITING PERIOD" is deleted and replaced with **WAITING PERIOD**
Notice to Customer – is amended as follows:
The sentence "If the manufacturer's Warranty is void…" is revised to read:
This Vehicle Service Contract will not be initially issued to any Vehicle whose original Warranty has ever been voided by the manufacturer. However, if this Vehicle Service Contract has already been issued and the manufacturer's Warranty becomes void during the term of this Vehicle Service Contract, We will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's Warranty. However, We will continue to provide any other coverage under this Vehicle Service Contract, unless such coverage is otherwise excluded by the terms of this Vehicle Service Contract.
Notice to Customer – is amended as follows:
Coverage under this Service Contract begins after the Waiting Period ends. The thirty (30) days and one thousand (1,000) mile waiting period will be added to the end of Your Service Contract Period.
KEY TERMS - "Waiting Period" is deleted in its entirety and replaced with:
"Waiting Period" means the duration of both days and miles indicated under Waiting Period within Section 3 on the Information Schedule during which there is no coverage provided by this Service Contract. Waiting Period begins on the Service Contract Purchase Date and at the mileage listed as the Current Odometer Reading shown in Section 1 on the Information Schedule.
WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended as follows:
Exclusion #19 is deleted in its entirety and replaced by the following:
FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN SERVICE CONTRACT SECTION IV. MAINTENANCE REQUIREMENTS AND/OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.
Exclusions #34 is revised to read:
FOR A BREAKDOWN WHICH EXISTED OR WAS CAUSED BY A CONDITION WHICH EXISTED DURING THE WAITING PERIOD OR PRIOR TO THE SERVICE CONTRACT PURCHASE DATE.
Exclusion #35 is revised to read:
ANY BREAKDOWN OCCURRING DURING THE WAITING PERIOD.
GENERAL PROVISIONS – Section 1 "Service Contract Period" is amended as follows:
The Service Contract Period includes a mandatory Waiting Period before Coverage takes effect. Refer to Waiting Period definition under Section I. KEY TERMS for additional details.
GENERAL PROVISIONS – Section 7 "Dispute Resolution – Arbitration" is amended as follows:
The laws of Nevada govern all matters under this Service Contract.
GENERAL PROVISIONS – Section 8 "How This Service Contract May Be Transferred" - The forty dollar ($40) transfer fee is deleted and replaced with a twenty-five dollar $25 transfer fee.
GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a ten percent (10%) penalty for each thirty (30) day period or portion thereof shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.
Cancellation By Us is deleted in its entirety and replaced by the following:
If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within seventy (70) days of the **Service Contract Purchase Date**. After seventy (70) days, **We** may cancel this Service Contract:

- If **You** do not pay the **Service Contract Purchase Price**;
- If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract;
- If there has been a material misrepresentation or fraud by **You** in obtaining this Service Contract or in presenting a claim for service hereunder; or

SAMPLE

VIII. STATE AMENDMENTS

- If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this Service Contract, after the **Service Contract Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

Cancellation By Lienholder is deleted in its entirety.

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

If this Service Contract is canceled within seventy (70) days of the **Service Contract Purchase Date** and a claim has not been incurred, a one hundred percent (100%) refund of the **Service Contract Purchase Price** will be made. After seventy (70) days or if **You** have incurred a claim within the first seventy (70) days, a pro-rata refund of lesser of unused days within the **Months** or unused **Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the lesser percentage of (a) the unused days within the **Months** divided by the total days within the **Months** of **Your** Service Contract Period; or (b) the unused **Miles** divided by the total **Miles** of **Your** Service Contract Period; less a cancellation fee of twenty-five dollars ($25). If this Service Contract is canceled by **Us**, no cancellation fee will be charged. **You** authorize that refunds will be paid to the Lienholder (if any) up to the amount of **Your** outstanding balance, otherwise the refund will be paid to **You**. If this Service Contract is canceled by **You**, the refund, if any, will be paid or credited no more than thirty (30) days from receipt of the cancellation notice by the **Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, the refund, if any, will be paid or credited to **You** within thirty (30) days of the date of cancellation.

New Hampshire

If **You** have questions, concerns or complaints regarding **Your** Service Contract, **You** may address them to the **Provider** at 1-800-870-6856.

GENERAL PROVISIONS – Section 7 "Dispute Resolution – Arbitration" is amended to include:

The laws of New Hampshire govern all matters under this Service Contract.

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

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

How Refunds are Calculated is amended as follows:

The fifty dollar ($50) administrative fee is deleted and replaced with an administrative fee of fifty dollars ($50) or ten percent (10%) of the **Service Contract Purchase Price**, whichever is less.

GENERAL PROVISIONS– Section 10 "Insurance" is deleted in its entirety and replaced by the following:

This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an insurance policy issued by Virginia Surety Company, Inc., P.O. Box 802746 Chicago, Illinois 60680-2747. In the event We do not provide for covered services, cease to operate, are bankrupt or otherwise financially impaired or Your covered repair is not paid within sixty (60) days after required proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206. If You are not satisfied with the Provider's and/or insurance company's response, You may contact the New Hampshire Department of Insurance, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, 1-800-852-3416.

New Jersey

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

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

Cancellation By You is amended to include:

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

New Mexico

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

Cancellation By You is amended to include:

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

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

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

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

How Refunds are Calculated is amended to include:

The fifty-dollar ($50) administrative fee is deleted and replaced with an administrative fee of fifty dollars ($50) or ten percent (10%) of the **Service Contract Purchase Price**, whichever is less. For refund calculations, if the Service Contract is canceled by **Us**, all references to sixty (60) days are replaced with seventy (70) days.

GENERAL PROVISIONS– Section 10 "Insurance" is amended to include:

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

New York

WHAT THIS SERVICE CONTRACT COVERS – Section D. Emergency Travel Expense Reimbursement Coverage is deleted in its entirety.

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

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

North Carolina

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

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

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may only cancel this Service Contract at any time for any of the reasons listed below:

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

How Refunds are Calculated is amended to include:

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

Ohio

GENERAL PROVISIONS – Section 10 "Insurance" is deleted in its entirety and replaced by the following:

This Service Contract is not an insurance contract and not subject to the insurance laws of Ohio. Our obligations under this Service Contract are insured under an insurance policy issued by Virginia Surety Company, Inc., P.O. Box 802746 Chicago, Illinois 60680-2747. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your claim, including any claim for the return of the unearned portion of the Provider fee (Service Contract Purchase Price), is not paid within sixty (60)days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

Oklahoma

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

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

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

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

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

The sentence **"This Service Contract can only be transferred…"** is revised to read: **This Service Contract can only be transferred if the remaining portion of the Warranty including Powertrain Warranty has not been reduced or canceled.**

GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refund And Charges"

SAMPLE

VIII. STATE AMENDMENTS

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

Oregon
Any reference to **Provider** within this Service Contract is deleted and replaced by **Obligor**.
GENERAL PROVISIONS – Section 7 "Dispute Resolution – Arbitration" is deleted in its entirety.

South Carolina
In the event of a dispute with the **Provider** or if **You** have questions, concerns or complaints regarding **Your** Service Contract, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.
GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Texas
The **Administrator** is Total Warranty Services, Texas **Provider** #223
Unresolved complaints or questions concerning the regulation of service contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.
GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**. If **Your** cancellation refund is not paid within forty-five (45) days after this Service Contract has been returned to the **Selling Dealer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., P.O. Box 802746 Chicago, Illinois 60680-2747. The right to cancel this Service Contract is not transferable to a subsequent holder of this Service Contract.
How Refunds are Calculated is deleted in its entirety and replace by the following:
If this Service Contract is canceled within sixty (60) days of the **Service Contract Purchase Date**, a one hundred percent (100%) refund of the **Service Contract Purchase Price** will be made less any claims paid on this Service Contract. After sixty (60) days, a pro-rata refund of the unused days within the **Months** or unused **Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the lesser percentage of: (a) the unused days within the **Months** divided by the total days within the **Months** of **Your** Service Contract Period; or (b) the unused **Miles** divided by the total **Miles** of **Your** Service Contract Period; less an administrative fee of fifty dollars ($50). If this Service Contract is canceled by **You** or the **Lienholder**, the refund, if any, will be paid or credited no more than thirty (30) days from receipt of the cancellation notice by the **Selling Dealer, Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, no administrative fee will be charged and the refund, if any, will be paid or credited within thirty (30) days of the date of cancellation. For refund calculations, if the Service Contract is canceled by **Us**, all references to sixty (60) days are replaced with ninety (90) days. **You** authorize that all refunds will be paid to the Lienholder/ Lessor if any, otherwise the refund will be paid to **You**.

Utah
Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association.
This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.
Notice to Customer is amended to include the following: **Payment of this Service Contract may be paid in full either by You or financed with Your Vehicle loan or lease.**
YOUR RESPONSIBILITIES – "Emergency Repair Instructions" is amended to include: Utah residents are not limited to filing claims within thirty (30) days for reimbursement consideration. The sentence **"Emergency repairs are those required because Your Vehicle was inoperable or unsafe to drive"** is deleted in its entirety.
GENERAL PROVISIONS – Section 7 "Dispute Resolution – Arbitration" is deleted in its entirety and replaced by the following:
ANY MATTER IN DISPUTE BETWEEN **YOU** AND **US** MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULE OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM **US**. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND **US**. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.
GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges"
Cancellation By Us is deleted in its entirety and replaced by the following:
If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within sixty (60) days of the **Service Contract Purchase Date**.
After sixty (60) days, **We** may cancel this Service Contract:
- For nonpayment of the **Service Contract Purchase Price;**
- For material misrepresentation by **You**;
- For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or
- For substantial breaches in contractual duties, conditions or warranties.

Cancellation By Lienholder is deleted in its entirety and replaced by the following:
If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown in Section 2 of the Information Schedule) to receive the refund.
How Refunds Are Calculated is amended to include:
The sentence "For refund calculations, if the Service Contract is canceled by **Us**, all references to sixty (60) days are replaced with ninety (90) days." is deleted in its entirety.
GENERAL PROVISIONS– Section 10 "Insurance" is deleted in its entirety and replaced by the following:
This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., P.O. Box 802746 Chicago, Illinois 60680-2747. In the event We cease to operate, are bankrupt or otherwise financially impaired or any claim is not paid within sixty (60) days after all required proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

Virginia
If any promise made in this Service Contract has been denied or has not been honored within 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 to file a complaint.

Washington
GENERAL PROVISIONS – is amended to include:
Implied Warranty
The Implied Warranty of Merchantability on **Your Vehicle** is not waived if the Service Contract has been purchased within ninety (90) days of the purchase date of the **Vehicle** from the dealer who also sold the **Vehicle** covered by this Service Contract.
GENERAL PROVISIONS – Section 6 "Subrogation" is deleted and replaced with the following:
If **We** make any payment under this Service Contract and **You** have the right to recover against another party, **Your** rights shall become **Our** rights and **You** shall do whatever is necessary to enable **Us** to enforce these rights. **Our** subrogation rights become effective after **You** are made whole.
GENERAL PROVISIONS – Section 7 "Dispute Resolution – Arbitration" is amended as follows:
The laws of Washington govern all matters under this Service Contract.
GENERAL PROVISIONS – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges" is deleted in its entirety and replaced by the following:
Cancellation By You
You may cancel this Service Contract at any time. To cancel, contact the **Selling Dealer**. The **Selling Dealer** will assist with **Your** cancellation request and verify the mileage of **Your Vehicle**. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation. If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

SAMPLE

VIII. STATE AMENDMENTS

Cancellation By Us

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date and reason for cancellation. **We** may only cancel this Service Contract for any reason within sixty (60) days of the **Service Contract Purchase Date**. If **We** cancel this Service Contract for any reason within sixty (60) days of the **Service Contract Purchase Date**, a one hundred percent (100%) refund of the **Service Contract Purchase Price** will be made. After sixty (60) days, the **Vehicle** is covered by this Service Contract and **We** are fully obligated under the terms of this Service Contract.

Cancellation By Lienholder

If this Service Contract is financed, the Lienholder (shown in Section 2 on the Information Schedule) may cancel the Service Contract in the event **You** default in **Your** obligation to such Lienholder or in the event **Your Vehicle** is declared a total loss or is repossessed.

How Refunds are Calculated

If this Service Contract is canceled by **You** or the Lienholder within sixty (60) days of the **Service Contract Purchase Date** and a claim has not been incurred, a one hundred percent (100%) refund of the **Service Contract Purchase Price** will be made. After sixty (60) days or if **You** have incurred a claim within the first sixty (60) days, a pro-rata refund of the unused days within the **Months** or unused **Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the lesser percentage of: (a) the unused days within the **Months** divided by the total days within the **Months** of **Your** Service Contract Period; or (b) the unused **Miles** divided by the total **Miles** of **Your** Service Contract Period; less an administrative fee of twenty-five dollars ($25). If this Service Contract is canceled by **You** or the Lienholder, the refund, if any, will be paid or credited no more than thirty (30) days from receipt of the cancellation notice by the **Selling Dealer**, **Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, the refund, if any, will be paid or credited within thirty (30) days of the date of cancellation. All refunds will be paid to the Lienholder if any, otherwise to **You**.

GENERAL PROVISIONS – Section 10 "Insurance" is deleted in its entirety and replaced by the following:

This Service Contract is not an insurance contract. Our obligations under this Service Contract are guaranteed under an Insurance Policy #2622-WA issued by Virginia Surety Company, Inc., P.O. Box 802746 Chicago, Illinois 60680-2747. You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

Wisconsin

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

WHAT THIS SERVICE CONTRACT DOES NOT COVER – is amended to include: Exclusion #4 is deleted in its entirety.

YOUR RESPONSIBILITIES – "Emergency Repair Instructions" is amended to include: The thirty (30) day time period for filing a claim after a **Breakdown** is deleted and replaced with as soon as reasonably possible.

GENERAL PROVISIONS– Section 6 **"Subrogation" is amended to include: You will be made whole before We retain any amount We may recover.**

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

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

Cancellation By You is amended to include:

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

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

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

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

How Refunds are Calculated is amended as follows:

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

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

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

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

No administrative fee will be charged.

Wyoming

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

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

Cancellation By You is amended to include:

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

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

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown in Section 2 of the Information Schedule) to receive the refund.

SAMPLE