4350 Northern Pike, Suite 143
Monroeville, PA 15146
888-335-6838
carsprotectionplus.com

CARS PROTECTION PLUS

FLEX PROTECT

CONTRACT NO: [redacted]

Form B1053 FPPLRWP 2201

APPLICATION / SERVICE CONTRACT (ALL FIELDS REQUIRED FOR APPROVAL)

OWNER'S NAME [redacted]			VEHICLE PURCHASE DATE (MUST BE RECEIVED BY US WITHIN 30 DAYS OR INSPECTION WILL BE REQUIRED) [redacted]		
OWNER'S ADDRESS [redacted]			VIN # [redacted]		
CITY [redacted]	STATE [redacted]	ZIP [redacted]	YEAR [redacted]	MAKE [redacted]	
OWNER'S PHONE [redacted]	OWNER'S EMAIL [redacted]		MODEL [redacted]	CURRENT ODOMETER [redacted]	
DEALER'S NAME [redacted]			VEH PURCHASE PRICE [redacted]	SERVICE CONTRACT PURCHASE PRICE [redacted]	
DEALER'S PHONE [redacted]			LIENHOLDER (IF APPLICABLE) [redacted]	LIENHOLDER'S PHONE [redacted]	
DEALER'S ADDRESS [redacted]	DEALER STATE LICENSE # (IF APPLICABLE)		LIENHOLDER'S ADDRESS [redacted]		
CITY [redacted]	STATE [redacted]	ZIP [redacted]	CITY [redacted]	STATE [redacted]	ZIP [redacted]

SERVICE CONTRACT PLANS

COVERAGE PLANS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
ELIGIBLE VEHICLES	UP TO 20 MODEL YEARS OLD, LESS THAN 200,000 MILES	UP TO 20 MODEL YEARS OLD, LESS THAN 200,000 MILES	UP TO 15 MODEL YEARS OLD, LESS THAN 200,000 MILES	UP TO 10 MODEL YEARS OLD, LESS THAN 125,000 MILES
TERMS **(CHECK ONE)**	☐ 3 Months / 4.5K Miles ☐ 6 Months / 7.5K Miles ☐ 12 Months / 15K Miles ☐ 24 Months / 30K Miles ☐ 36 Months / 45K Miles	☐ 3 Months / 4.5K Miles ☐ 6 Months / 7.5K Miles ☐ 12 Months / 15K Miles ☐ 24 Months / 30K Miles ☐ 36 Months / 45K Miles ☐ 48 Months / 55K Miles ☐ 60 Months / 65K Miles	☐ 3 Months / UNL Miles ☐ 6 Months / UNL Miles ☐ 12 Months / UNL Miles ☐ 24 Months / UNL Miles ☐ 36 Months / UNL Miles ☐ 48 Months / UNL Miles ☐ 60 Months / UNL Miles	☐ 12 Months / UNL Miles ☐ 24 Months / UNL Miles ☐ 36 Months / UNL Miles ☐ 48 Months / UNL Miles ☐ 60 Months / UNL Miles
COMPONENT GROUP SUMMARY **(REFER TO SCHEDULE OF COVERAGE FOR SPECIFIC DETAILS)**	ENGINE, TRANSMISSION, DRIVE AXLES, TOWING REIMBURSEMENT	LEVEL 1 ***PLUS*** SUSPENSION, STEERING, ENGINE COOLING, BRAKING SYSTEM, BASIC ELECTRICAL	LEVEL 1 & 2 ***PLUS*** AIR CONDITIONING, ENHANCED ELECTRICAL WITH NAV AND ECM, 24-HOUR ROADSIDE ASSISTANCE	COMPREHENSIVE COVERAGE EXCEPT THOSE ITEMS LISTED UNDER "EXCLUSIONS"

SAMPLE

DEDUCTIBLE OPTIONS & EXTRA ELIGIBILITY are NOT available on LEVEL 1. Additional charges apply.

DEDUCTIBLE OPTIONS	EXTRA ELIGIBILITY SURCHARGE(S)
☐ $100 ☐ $0 **IF NO BOX IS CHECKED, $100 DEDUCTIBLE PER CLAIM WILL APPLY.**	CHECK ALL WHICH APPLY ☐ SUPERCHARGER/ TWIN TURBO ☐ OVERSIZE TIRES UP TO 10% DIAMETER ☐ DIESEL ☐ LIFT KIT UP TO 6"

ACCEPTANCE TO TERMS

I have read, understand, and agree to the Terms and Conditions as stated on this entire Service Contract Application. **This Service Contract Application does NOT go into effect until:** (1) We receive this completed Application, (2) We receive **proper payment,** and (3) We approve this Application, which **MAY BE DIFFERENT** than My date of Vehicle purchase. I understand, if approved, this Service Contract Application becomes My Service Contract. I certify the information above is correct. **I understand there is a Validation Period and no claim will be honored or paid for any failures that occur from the Purchase Date of this Service Contract Application for a period of 30 calendar days and 1,000 miles. I will call the Administrator if I have not received an I.D. card within 15 days. I am responsible for non-covered charges and a $100.00 deductible per claim (unless I have chosen $0 DEDUCTIBLE OPTION). I acknowledge receipt of My copy of this Service Contract Application.**

VEHICLE OWNER'S ACCEPTANCE TO TERMS [redacted] SIGN HERE SERVICE CONTRACT PURCHASE DATE [redacted]

COPY FOR CUSTOMER/DEALER

Definitions: ◆ **Administrator, We, Us, Our** – refers to Florida C.A.R.S. Protection Plus, Inc. ("FL CARS") in Florida, Florida License #32409; and C.A.R.S. Protection Plus, Inc. ("CARS") in all other locations, both located at 4350 Northern Pike, Suite 143, Monroeville, PA 15146, 888-335-6838. ◆ **Contract Application** - this offer to provide Vehicle Service Contract coverage according to the Terms and Conditions of this application. ◆ **Dealer** - the authorized seller listed on Page 1 of this Service Contract. ◆ **Effective Date** - the date provided on Your I.D. card, mailed to You, showing the date Your Service Contract Application is approved for coverage plus the **Validation Period.** ◆ **Insurer** - Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001, 800-282-8913. ◆ **Labor Rate** - Your repair facility's posted retail labor rate defined as the hourly labor rate within accepted industry standards. ◆ **Pre-Existing Conditions** - a condition, breakdown, or mechanical issue(s) that occurred before the Effective Date of Service Contract coverage. ◆ **Schedule of Coverage** - Your specific Service Contract plan's level of coverage. ◆ **Service Contract** - a Contract Application received by Us, with proper payment, and approved by Us; also referred to as a motor Vehicle service agreement. ◆ **Obligor** - the entity obligated to perform under this Service Contract. The Obligor of this Service Contract is Florida C.A.R.S. Protection Plus, Inc. ("FL CARS") in Florida, Oklahoma, and Washington, Florida License #32409; and C.A.R.S. Protection Plus, Inc. ("CARS") in all other jurisdictions. Both FL CARS and CARS are located at 4350 Northern Pike, Suite 143, Monroeville, PA 15146, 888-335-6838. ◆ **Term** - the time period this Service Contract is in effect commencing on the Effective Date. ◆ **Validation Period** - means 30 days and 1,000 miles from the Vehicle Purchase Date and odometer reading at the time of sale in which no claims may be filed under this Service Contract. **A claim cannot be filed during the Validation Period. Failures that occur during the Validation Period are not covered. Pre-Existing Conditions are not covered.** ◆ **Vehicle** - the automobile listed on Page 1 of this Service Contract that is eligible for coverage. ◆ **You, Your, Owner** - the applicant, Service Contract holder and any valid transferee.

1. **OPTIONAL & EXTRA ELIGIBILITY COVERAGES: Not available on LEVEL 1 Coverage and additional charges apply.** The following are included only if previously selected on the Service Contract Application:
   a. **DEDUCTIBLE OPTION:** If You have selected and paid an additional charge for the $0 DEDUCTIBLE OPTION as shown on the Service Contract Application, then the deductible of $100.00 per claim will be waived.
   b. **EXTRA ELIGIBILITY:** If You have been classed and You have been charged for EXTRA ELIGIBILITY as shown on the Service Contract Application, then the Administrator will provide specific additional coverage(s) for an otherwise ineligible Vehicle.
2. **SCHEDULE OF COVERAGE:**
   a. **LEVEL 1:** Coverage under this Service Contract when selecting the LEVEL 1 coverage only includes the components listed in this section:
      i. **ENGINE:** Cylinder heads; intake manifold; pistons; piston rings; wrist pins; connecting rods and bearings; crankshaft and bearings; camshaft and bearings; timing chain; timing belt; timing guides; timing chain tensioner; timing belt tensioner; timing gears; valve covers; rocker arms/shafts and bushings; intake/exhaust valves and valve springs, seats, guides, push rods and hydraulic lifters; oil pump; and oil pan. Lubricated parts contained within the engine block. Engine block only if damaged by a covered component internal to the engine block.
      ii. **AUTOMATIC TRANSMISSION/TRANSFER CASE:** Torque converter; bands; pump; pump housing; carrier assembly; planetary gears; chain; drums; reaction shaft; governor; valve body; and servo assemblies. Lubricated parts contained within the transmission or transfer case housing. Transmission/transfer case only if damaged by a covered component internal to the transmission/transfer case housing.
      iii. **MANUAL TRANSMISSION/TRANSFER CASE:** Main shaft; counter shaft; all gears; chain; input shaft; hub assemblies; synchronizers; shift rails; shift fork; and internal transmission bearings. Lubricated parts contained within the transmission or transfer case housing. Transmission/transfer case only if damaged by a covered component internal to the transmission/transfer case housing.
      iv. **DRIVE AXLE ASSEMBLY:** Lubricated parts contained within the front and rear drive axle housing; pinion bearings; wheel bearings; side carrier bearings; ring and pinion; side gears; spider gears and case; drive shaft; universal joints; constant velocity joints; and 4x4 hubs. Front or rear drive axle housing only if damaged by a lubricated part contained within the drive axle housing.
      v. **SEALS & GASKETS:** If Your Vehicle has less than 150,000 miles at the time of claim, seals and gaskets are covered for leakage failures as they relate to any listed covered component. Leakage is defined as an actively dripping seal/gasket. Seepage is not covered and cannot be claimed under this Service Contract. Seepage is defined as a wet seal/gasket. If Your Vehicle has over 150,000 miles at the time of claim, seals and gaskets are covered only when required in conjunction with a covered component. Additionally, cylinder head gaskets are covered only for combustion and coolant leaks. Intake manifold gaskets are covered only for coolant leaks.
      vi. **LABOR & DIAGNOSTICS:** The authorized time for a covered repair will be based on the Mitchell's ProDemand Labor Guide or a nationally recognized labor guide as determined by the Administrator. **The hourly labor rate assistance will be the repair facility's rate up to $160.00 per hour. Should Your repair facility exceed the authorized repair time or labor rate, You are responsible for the difference. If required by Administrator, You must authorize needed diagnosis/disassembly to determine cause of failure and extent of damage. If it is determined the cause of failure is not covered by Your Service Contract, You will be responsible for any and all diagnosis/disassembly charges.**
      vii. **RENTAL BENEFITS:** You will be reimbursed $35.00 for each six hours of labor guide time to repair or replace the covered component with a maximum benefit of $250.00 per claim, if proof of rental is provided with an authorized claim. **Any time not related to the actual repair and replacement of the covered component is not included in this benefit.**
      viii. **TOWING:** We will reimburse up to a maximum of $100.00, if proof of towing is provided with an authorized claim.
   b. **LEVEL 2:** Includes all parts listed in LEVEL 1 plus the following components listed in this section:
      i. **ENHANCED ENGINE:** Factory installed turbo charger. Additionally, if Your Vehicle has been classed under EXTRA ELIGIBILITY, then Your factory installed twin turbo and/or supercharger is covered.
      ii. **SUSPENSION:** Struts; ball joints; leaf, air and coil springs only if broken. Alignment is covered only in conjunction with a covered repair.
      iii. **STEERING COMPONENTS:** Power steering pump/motor; gear box; rack and pinion; and high-pressure lines. Steering box, rack and pump housing only if damaged by a lubricated part internal to that component.
      iv. **BRAKE COMPONENTS:** Master cylinder; wheel cylinders; calipers; ABS hydraulic components; ABS wheel speed sensors; and ABS control module.
      v. **ENGINE COOLING SYSTEM:** Electric cooling fan motor; water pump; fan clutch; and thermostat.
      vi. **ELECTRICAL COMPONENTS:** Starter motor; alternator; and front and rear window wiper motor.
   c. **LEVEL 3:** Includes all parts listed in LEVEL 1 and 2 plus the following components listed in this section:
      i. **ENHANCED ENGINE:** Serpentine belt tensioner; fly wheel; oxygen sensor; EGR valve; crank sensor; cam sensor; fuel pump; fuel injectors; harmonic balancer; lift pump; and transfer pump.
      ii. **ENHANCED AUTOMATIC TRANSMISSION/TRANSFER CASE:** Transmission cooler; mechatronics unit; conductor plate; TCM reprogramming/re-flash.
      iii. **AIR CONDITIONING & REFRIGERANT:** Compressor; clutch; condenser; accumulator; and evaporator. Refrigerant covered when required with the replacement of an a/c compressor, condenser, accumulator, or evaporator.
      iv. **ENHANCED ENGINE COOLING SYSTEM:** Radiator; heater core; and recovery tank.
      v. **ENHANCED ELECTRICAL COMPONENTS:** Distributor; electronic control module (ECM), ignition coils; navigation, (does not include software updates); power window motors/regulators/switches; power seat motors; and power door lock actuators/switches.
      vi. **FLUIDS:** All fluids, including but not limited to: engine oil; engine coolant; transmission fluid; brake fluid; and power steering fluid, are covered only when required in conjunction with a covered component.
      vii. **24-HOUR ROADSIDE ASSISTANCE:** This replaces the TOWING benefit. Roadside assistance provides: towing; battery service; jump start; flat-tire; fuel, oil and water delivery; and lockout assistance. Coverage is provided up to $100.00 per occurrence to the covered Vehicle only. To utilize this service, You MUST call roadside assistance at 800-418-9836.
   d. **LEVEL 4:** If You have selected LEVEL 4 coverage, this Service Contract will cover **ALL** of Your Vehicle's original factory-equipped mechanical and electrical parts, except those excluded by the TERMS AND CONDITIONS and the following EXCLUSIONS:

      EXCLUSIONS (Not Covered):
      i. **UNDER THE HOOD: Seals and Gaskets if Your Vehicle is over 150,000 miles at time of claim, other than those covered when required in conjunction with the replacement of a covered component; Manual Transmission Clutch Assembly; Friction Clutch Disc and Pressure Plate; Throw Out Bearing; Slave Cylinder; Manual and Hydraulic Linkages; Exhaust Manifold; Batteries.**
      ii. **UNDER THE VEHICLE: Brake Rotors and Drums; Catalytic Converter; Exhaust Pipe; Mufflers; Tail Pipes; Resonators; Frame and Structural Body Parts; Tires, Valve Stems and Wheels/Rims.**
      iii. **VEHICLE EXTERIOR: Glass; Windows; Mirrors; Windshields (including any embedded electrical elements); T-Top; Targa Top; Convertible Top; Lighting System Components (including Lenses, Sealed Beams, LED, Xenon, Laser Lighting Systems, and related control systems); Exterior Air/Water Leaks and Noise; Weather Strips; Body Panels; Trims; Moldings; Paint; Bumpers; Body Sheet Metal and Panels.**
      iv. **VEHICLE INTERIOR: Safety Restraint Systems (including Air Bags, Sensors, Actuators, Seatbelts, Tensioners); Mirrors; Upholstery; Headliner; and Carpet.**

SAMPLE

v. **OTHER/MAINTENANCE: Self-Park Assist Systems; Near Object Avoidance Systems; Early Collision Detection Systems; Light Bulbs; Fuses; any type of Internal Software Updates or other failures; Non-Factory Audio/Video systems; and Non-Factory Electronic Transmitting/Receiving Devices. Maintenance services and parts described in Your Vehicle's Owner Manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: Alignments (unless required in conjunction with a covered repair); Wheel Balancing; Tune-ups; Spark Plugs; Spark Plug Wires; Glow Plugs; Hoses (except steering and air conditioning); Brake Pads, Brake Lining/Shoes; Fasteners; Nuts; Bolts; Clips; Retainers and Wiper Blades. Filters, Lubricants, Coolants, Fluids and Refrigerants will be covered only if replacement is required in conjunction with an authorized repair.**

ADDITIONAL BENEFITS: LEVEL 4 coverage also includes:

i. **LABOR & DIAGNOSTICS:** The authorized time for a covered repair will be based on the Mitchell's ProDemand Labor Guide or a nationally recognized labor guide as determined by the Administrator. Should Your repair facility's rate exceed this amount, **You are responsible for the difference. If applicable, You must authorize needed diagnosis/disassembly to determine cause of failure and extent of damage. If it is determined the cause of failure is not covered by Your Service Contract, You will be responsible for any and all diagnosis/disassembly charges.**

ii. **RENTAL BENEFITS:** You will be reimbursed $35.00 for each six hours of labor guide time to repair or replace the covered component with a maximum benefit of $250.00 per claim, if proof of rental is provided with an authorized claim. **Any time not related to the actual repair and replacement of the covered component is not included in this benefit.**

iii. **24-HOUR ROADSIDE ASSISTANCE:** Roadside assistance provides: towing; battery service; jump start; flat-tire; fuel, oil and water delivery; and lockout assistance. Coverage is provided up to $100.00 per occurrence to the covered Vehicle only. To utilize this service, You MUST call roadside assistance at 800-418-9836.

3. **COMPONENTS AND EXPENSES NOT COVERED (Applies to all SCHEDULE OF COVERAGE levels):**
   a. **Unless You have chosen LEVEL 4 coverage, components not listed on Your SCHEDULE OF COVERAGE, regardless of failure.**
   b. **Pre-Existing Condition(s) and failures during the Validation Period are not covered under any circumstances.**
   c. **Any repair done without prior authorization from Us.**
   d. **We do not provide any coverage for Vehicles modified or altered AT ANY TIME beyond original manufacturer's specifications with or without Your knowledge, including but not limited to the following modifications: WHEELS/TIRES (not to manufacturer's specifications unless Your Vehicle has been classed under EXTRA ELIGIBILITY Oversize Tires Coverage); lift kits (unless Your Vehicle has been classed under EXTRA ELIGIBILITY Lift Kit Coverage); lowering kits; emission/exhaust; and engine.**
   e. **Diagnostic and tear-down charges for non-covered repairs.**
   f. **Damage/failure to a covered component caused by a NON-covered component.**
   g. **Repairs performed due to improper diagnosis.**
   h. **Fluids, refrigerant and filters, except if previously stated in Your SCHEDULE OF COVERAGE.**
   i. **Damage resulting from any previous improper repair.**
   j. **Parts and labor needed to maintain Your Vehicle in accordance with the requirements of Your manufacturer's Owner's manual.**
   k. **Parts of the Vehicle subject to regular maintenance in accordance with the requirements of Your manufacturer's Owner's manual.**
   l. **Damage from flood, fire, impact, and/or accident, regardless of the cause.**
   m. **Damage from conditions of the environment, including rust and corrosion.**
   n. **Damage from You altering, misusing or tampering with the Vehicle, making improper adjustments or using improper fuels or fluids.**
   o. **Damage resulting from failure to maintain Your Vehicle according to Your manufacturer's maintenance requirements.**
   p. **Damage caused by failure to maintain proper fluids, coolant or lubrication or damage as a result of carbon, sludge, and/or water ingestion.**
   q. **Fluid leaks and damage caused by fluid leaks.**
   r. **NON-covered repair facility charges.**
   s. **We do not provide any coverage if, at any time, the Vehicle has/had an inoperative cluster, odometer, and/or odometer display, regardless if repaired.**
4. **PROVISIONS OF THE SERVICE CONTRACT:**
   a. The Service Contract is between You and the Obligor.
   b. **You are responsible to contact Us should You not receive an I.D. card via mail within 15 days from applying for a Service Contract. An issued I.D. card will become part of Your Service Contract and is incorporated by reference.**
   c. **This Service Contract Application does NOT go into effect until:** (1) this completed Application is **received** by Us, (2) with **proper payment,** and (3) **approved by Us,** which **MAY BE DIFFERENT** than Your date of Vehicle purchase. This Service Contract will last for the time period or mileage indicated, whichever occurs first, so long as You own the Vehicle and/or You have properly transferred the Vehicle.
   d. **Total cumulative benefits under the Service Contract will not exceed the Vehicle purchase price as written on Your Service Contract, or the value of Your Vehicle immediately preceding mechanical breakdown, whichever is more.**
   e. We reserve the right to reject any Service Contract Application. We will accept salvage-titled Vehicles except flood and True Mileage Unknown ("TMU").
   f. **Your odometer MUST display and function at all times, regardless of Your mileage limitations. If there has been an inaccuracy, tampering, or alteration to the odometer mileage so the true and actual mileage is not shown or cannot be determined, then Your Service Contract is void. An inoperative cluster, odometer, and/or odometer display also voids the Service Contract. Upon discovery by Us, We will cancel Your Service Contract per the CANCELLATION PROVISIONS.**
   g. If, at any time, it is determined Your Vehicle is altered or modified from original manufacturer's specifications, We would consider this a material misrepresentation, unless Your Vehicle has been classed under EXTRA ELIGIBILITY for the specific alteration and/or modification. Upon discovery, We will cancel Your Service Contract per the **CANCELLATION PROVISIONS.**
   h. **You are responsible for properly maintaining the Vehicle in accordance with manufacturer's specifications and to protect against further damage caused by continued operation or damage from overheating. To protect against further damage caused by continued operation or overheating, DO NOT restart or drive Your Vehicle, have the Vehicle towed. Continued operation, or any damage caused by continued operation, will not be covered under this Service Contract.**
   i. **Coverage is limited to the repair or replacement of any covered component found to be defective beyond manufacturer's specifications, including normal wear and tear, if an actual mechanical breakdown occurs.**
   j. **A claim should be opened during normal business hours and while Your Service Contract is active. However, if Our office is closed, You must call Us as soon as possible and leave a voice message with Your name, VIN or Service Contract Number, and a description of the claim and/or mechanical breakdown. In the event an emergency breakdown occurs outside of Our working hours, You may follow the Claim Procedures in the Service Contract without prior authorization. However, You must notify Us of the repairs as soon as We reopen. Reimbursement will be made in accordance with the provisions in the 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 by Us. 24-Hour Roadside Assistance is available. To utilize this service, you MUST call roadside assistance at 800-418-9836.**
   k. We will arrange for payment of the amount of the authorized repair, including sales tax only when required by the applicable state where the repair is taking place, less related charges not covered by the Service Contract, **less a $100.00 deductible per claim,** unless You have selected the $0 DEDUCTIBLE OPTION.
   l. **You must provide Your Vehicle Identification Number (VIN) or Contract Number when contacting Us.**
   m. **We will not be responsible for any time lost, any inconvenience caused by the loss of use of Your Vehicle, the quality of the repair by the repair facility, personal injury, physical damage, property damage, loss of wages, commercial loss or for any other incidental or consequential damages You may have.**
   n. This Service Contract is neither an insurance contract nor a form of insurance.
   o. Your selling Dealer, or any other third party, is not Our agent and is not authorized to create any additional obligations or liabilities in connection with the sale of this Service Contract. The written Terms and Conditions of this Service Contract are the complete Terms, and the Dealer, or any other third party, cannot make any oral or other written promises associated with the obligations of this Service Contract.
   p. You may have additional state-specific rights. See attached Additional State Disclosures.
   q. This Service Contract shall be interpreted and subject to the laws of the state where You reside.
   r. Venue for all disputes shall be in the state in which You reside and in accordance with Provision 9 **DISPUTE RESOLUTION**, if applicable.
   s. **Performance of the Obligor under this Service Contract is insured by Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001, 800-282-8913. You are entitled to make a direct claim against the Insurer upon the failure of the Administrator/Obligor to pay any loss (including any claims, refunds and/or return of any unearned Service Contract provider fees) within 60 days after a complete proof of loss has been filed with Us.**
   t. **During Your ownership, You must retain all Vehicle maintenance/repair records for review by Us upon request.**
   u. This Service Contract supplements any Manufacturer's Warranty. It does not replace the Manufacturer's Warranty, but provides certain additional benefits. Losses covered by the Manufacturer's Warranty are not covered under this Service Contract. This Service Contract does not cover costs covered by any Manufacturer's Warranty,

SAMPLE

recall, or special policy, repairer's guarantee, repairer's parts warranty, repairer's labor warranty, other service contract, other warranty, or insurance policy regardless of whether such warranty or guarantee is honored. Any Manufacturer's Warranty supersedes this Service Contract.

v. Purchase of this Service Contract is not required in order to purchase, lease, or obtain financing for a motor Vehicle.

w. **Subrogation. If You have rights to recover all or part of any payment We have made under this Service Contract, then those rights are transferred to Us and You must not do anything to impair them. This includes any right You may have arising out of any voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement. You will execute and deliver instruments and papers and do whatever is necessary to secure such rights. All amounts You recover for which You have actually received benefits under this Service Contract will belong to, and be paid to Us, up to the amount of the benefits paid under this Service Contract.**

5. **SERVICE CONTRACT CLAIM PROCEDURES: FAILURE BY YOU OR YOUR REPAIR FACILITY TO FOLLOW THESE CLAIM PROCEDURES MAY DELAY AND/OR RESULT IN CLAIM DENIAL. TO AVOID DELAY, FOLLOW THE CLAIM PROCEDURES LISTED BELOW:**
   a. **Your Vehicle must be at a qualified repair facility, of Your choosing, in the United States, CAPABLE TO: (1) perform tear-down to the point of component failure, (2) determine the cause of failure and extent of damage, and (3) rebuild the component, if necessary or requested. The Vehicle MUST REMAIN at the same repair facility until repairs are complete. If Your Vehicle is removed the claim will be closed. If Your repair facility is unwilling or unable to work with Us, then We reserve the right to require You to choose another repair facility.**
   b. **Your repair facility must call 888-335-6838 to open a claim BEFORE any repairs have begun. However, if Our office is closed, You must call Us as soon as possible and leave a voice message with Your name, VIN or Service Contract Number, and a description of the claim and/or mechanical breakdown. In the event an emergency breakdown occurs outside of Our working hours, You may follow the Claim Procedures in the Service Contract without prior authorization. However, You must notify Us of the repairs as soon as We reopen. Reimbursement will be made in accordance with the provisions in the 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 by Us. 24-Hour Roadside Assistance is available. To utilize this service, you MUST call roadside assistance at 800-418-9836.**
   c. **For any authorized claim, Your repair facility must perform a proper diagnosis as determined by Us to determine the cause of failure and extent of damage, which may include tear down to the point of component failure upon Our request. YOU ARE RESPONSIBLE FOR THESE CHARGES for non-covered repairs.**
   d. **We have the right to issue an independent third-party inspection on Your Vehicle at no charge to You. However, if Your repair facility is unable/unwilling to show the cause of failure and the extent of damage during an initial inspection, You will be responsible for all re-inspection costs.**
   e. **Your repair facility MUST provide Us with an estimate for the covered repair in order to obtain an Authorization number BEFORE any repairs have begun. ANY REPAIRS PERFORMED PRIOR TO AUTHORIZATION WILL BE DENIED.**
   f. **We have the option to select used, rebuilt or aftermarket components when authorizing repairs. For authorized claims totaling in excess of Your deductible (if any), You may have the choice to select either a third-party component or take a claim allowance to specifically be used towards Your repair. If Your chosen repair facility provides parts for an authorized repair, a minimum 90 day Parts and Labor Warranty is required for all Power Train components. If We supply a third-party component on Your Vehicle, the warranty on that part expires at the end of Your Service Contract Term, regardless of any delays or downtime.**
   g. **For all authorized claims, if a part is not available for any reason, including the part no longer being manufactured, then We will provide a maximum benefit payout directly to You calculated as the OEM manufactured part price not to exceed Your Vehicle's cash value at time of claim. Upon issuing payment, You agree the claim to be adjudicated and closed.**
   h. **FOR ALL CLAIMS, AFTER 30 DAYS WITHOUT A CLAIM STATUS UPDATE FROM YOUR REPAIR FACILITY TO US, THE CLAIM WILL BE CLOSED. IF YOUR SERVICE CONTRACT HAS EXPIRED DURING THIS TIME, NO FURTHER CLAIMS CAN BE MADE, AND NO FURTHER ASSISTANCE WILL BE PROVIDED, REGARDLESS OF YOUR VEHICLE'S CONDITION OR LOCATION.**
   i. **If it is determined a covered component has failed and an estimate for the repairs is approved by Us, an Authorization number will be issued for the repair. The Authorization number is valid for 180 days from the date issued. After 180 days the Authorization number and claim are void. No invoice will be processed without a valid Authorization number, Your signature, repair facility's parts and labor warranty on repairs (if applicable) and repair facility's identifying information.**

6. **SERVICE CONTRACT TRANSFER PROVISIONS:**
   a. **The Service Contract is transferable, by the original purchaser of the contract, to the subsequent Owner of the Vehicle provided We receive a transfer fee of $50.00 and one of the following within three business days of the Vehicle sale: (1) a copy of the front and back of the original title with original Owner and new Owner signatures; (2) a copy of the new Owner's temporary or permanent registration; or (3) a copy of the bill of sale. We will not transfer the Service Contract to another Vehicle or to a business. The transferred Service Contract will remain in effect pursuant to the Terms and Conditions of the original Service Contract.**
   b. **Without payment of the transfer fee, the Service Contract cannot be re-assigned and will be void at the time the Vehicle is transferred. Call the Administrator within three days of transfer to speak with a Customer Service Representative for more details.**
   c. **The new Owner is responsible for all maintenance records from the original Effective Date of the Service Contract.**

7. **CANCELLATION PROVISIONS: – ALL REQUESTED CANCELLATIONS/REFUNDS MUST BE IN WRITING AND WILL BE PROCESSED THROUGH YOUR LIENHOLDER, IF ANY, OR YOUR SELLING DEALER. IF FINANCED, YOU AGREE YOUR LIENHOLDER IS A JOINT PAYEE TO RECEIVE ANY APPLICABLE REFUND. ALL ELIGIBLE REFUNDS OWED WILL BE PAID OR CREDITED WITHIN 30 DAYS FROM THE EFFECTIVE DATE OF CANCELLATION BY US OR WITHIN 30 DAYS OF THE NOTICE OF CANCELLATION BY YOU OR THE LIENHOLDER OR SOONER IF REQUIRED BY STATE LAW. YOU MAY CONTACT US OR THE OBLIGOR TO INITIATE CANCELLATION. ANY CANCELLED SERVICE CONTRACT IS VOID AND WILL NOT BE REINSTATED.**
   a. **CANCELLATION BY SERVICE CONTRACT HOLDER:** You may cancel this Service Contract at any time by notifying Us. If You cancel Your Service Contract within the first 30 days from the Effective Date, then You will receive a full refund provided no claims have been made. After 30 days, or if a claim was made within the first 30 days from the Effective Date, You will receive a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less any claims paid or authorized for payment, less an administration/cancellation fee not exceeding $50.00.
   b. **CANCELLATION BY US/OBLIGOR:** We will cancel Your Service Contract for fraud, material misrepresentation (including alterations/modifications), a substantial breach (including a malfunctioning odometer), or nonpayment, either by You or on Your behalf. Prior notice of cancellation is not required for these violations. If cancelled by Us for any other reason, then We shall mail a written notice to Your last known address at least five days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If cancelled by Us within the first 30 days from the Effective Date, We shall provide a full refund provided no claims have been made. After 30 days, or if a claim was made within the first 30 days from the Effective Date, We shall provide a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less any claims paid or authorized for payment. There is no administrative/cancellation fee under this Provision.
   c. **CANCELLATION BY LIENHOLDER:** You hereby authorize Your lienholder to cancel Your Service Contract on Your behalf in the event of (1) Your Vehicle is repossessed; (2) Your Vehicle is declared a total loss; or (3) You default on Your obligations to Your lienholder. If cancelled within the first 30 days from the Effective Date, You will receive a full refund provided no claims have been made. After 30 days, or if a claim was made within the first 30 days from the Effective Date, You will receive a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less any claims paid or authorized for payment.

8. **PRIVACY POLICY:**
   a. To review Our General Policy, please visit carsprotectionplus.com/privacy-policy.

9. **DISPUTE RESOLUTION:**
   a. **Any controversy or claim arising out of or relating to this Service Contract, or the breach thereof, shall be settled by arbitration in accordance with the rules and judgments of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all of the prevailing party's Costs and Fees. "Costs and Fees" mean all reasonable pre-award expenses associated with the arbitration, including the arbitrator(s)' fees, administrative fees, travel expenses, out-of-pocket expenses (e.g. copying expenses, telephone expenses, etc.), court costs, witness fees, and attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both You and the Obligor. The award of the arbitrator(s) shall be accompanied by a reasoned opinion. Both You and the Obligor agree that this dispute resolution clause shall be a complete defense in any lawsuit, cause of action, class action, class arbitration, or other legal proceeding instituted in any federal, state, or local court with respect to any controversy or dispute arising out of this Service Contract.**

SAMPLE

PLEASE READ CAREFULLY: If You live in a state identified below, the following Provisions will affect Your Service Contract and state specific changes might include additional disclosures for You. If any Provision language in Your state section conflicts with the main Terms and Conditions of this Service Contract, the state specific language shall control.

ALABAMA

Provision 7(a) is amended to include: An administrative fee, not to exceed $25.00, will be charged by Us.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

Provision 9(a) **DISPUTE RESOLUTION** is amended to include the following: Arbitration proceedings shall be conducted in the county in Alabama in which You reside.

ALASKA

Provision 4(s) is amended to include: You may file a claim against the Insurer within 30 days after a complete proof of loss has been filed with Us.

Provision 7(a) is deleted and replaced with: **CANCELLATION BY SERVICE CONTRACT HOLDER: You may cancel this Service Contract at any time by notifying Us.** If You cancel Your Service Contract within the first 30 days from the Effective Date, then You will receive a full refund based upon the purchase price of the Service Contract provided no claims have been made. After 30 days, or if a claim was made within the first 30 days from the Effective Date, You will receive a pro rata refund of the Service Contract purchase price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less any claims paid or approved for payment, less an administration/cancellation fee of $50.00 or 7.5% of the unearned provider fee paid by You, whichever is less.

Provision 7(b) is deleted and replaced with: **CANCELLATION BY US/OBLIGOR:** We will cancel Your Service Contract for (1) nonpayment; (2) conviction by You of a crime having as one of its necessary elements an act increasing a hazard covered by the Service Contract; (3) discovery of fraud or material misrepresentation by You or a representative of You in obtaining the Service Contract or by You in pursuing a claim under the Service Contract; (4) discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by the Service Contract; (5) physical changes in the property covered by the Service Contract that result in the property becoming ineligible for coverage under the Service Contract; and (6) a substantial breach of duties by You related to the covered Vehicle. Prior notice of cancellation is not required for nonpayment, fraud, or a material misrepresentation by You or a representative of You in obtaining the Service Contract or by You in pursuing a claim under the Service Contract. If cancelled by Us for any other reason, then We shall mail a written notice to Your last known address at least five days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If cancelled within the first 30 days from the Effective Date, You will receive a full refund provided no claims have been made or approved for payment. After 30 days, or a claim was made or approved for payment within the first 30 days from the Effective Date, You will receive a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less any claims paid or approved for payment. There is no administrative/cancellation fee under this Provision.

Provision 7(c) is deleted and replaced with: CANCELLATION BY LIENHOLDER: You hereby authorize Your lienholder to cancel Your Service Contract on Your behalf in the event of (1) Your Vehicle is repossessed; (2) Your Vehicle is declared a total loss; or (3) You default on Your obligations to Your lienholder. If cancelled within the first 30 days from the Effective Date, You will receive a full refund based upon the Service Contract purchase price, provided no claims have been made. After 30 days, or if a claim was made or approved for payment within the first 30 days, You will receive a pro rata refund of the Service Contract purchase price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less any claims paid or approved for payment.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date. Any refund penalty, if assessed, under this Provision will be based on the purchase price of Your Service Contract.

Provision 9. **DISPUTE RESOLUTION** is deleted in its entirety and replaced with the following: If You and the Obligor fail to agree on the amount of a covered first party loss, either party may make written demand upon the other to submit the dispute for appraisal. Within 10 days of the written demand, You and the Obligor must notify the other of the competent appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than 15 days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding upon You and the Obligor. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon You and the Obligor. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid as determined by the umpire.

ARIZONA

Provision 2(a-d) is amended to include: Any components **not** listed are **not** covered.

Provision 3(d) is deleted and replaced with: **Vehicles modified or altered from the original manufacturer's specifications by You or with Your knowledge, including but not limited to the following modifications: frame, suspension or body lift kits (unless Your Vehicle has been classed under EXTRA ELIGIBILITY Lift Kit Coverage), lowering kits, wheels/tires (not to manufacturer's specifications unless Your Vehicle has been classed under EXTRA ELIGIBILTY Oversize Tires Coverage), emission system, exhaust system, engine, transmission and drive axle.**

Provision 3(i) is deleted in its entirety.

Provision 3(s) is deleted and replaced with: **We do not provide any coverage if, during Your ownership, the Vehicle has/had an inoperative cluster, odometer, and/or odometer display, regardless if repaired.**

Provision 4(f) is deleted and replaced with: **Your odometer MUST display and function at all times while the Vehicle is owned by You. After purchase, if there has been an inaccuracy, tampering, or alteration to the odometer mileage, so the true and actual mileage is not shown or cannot be determined, then We may deny any mechanical claims if it is determined there was an odometer issue. We may deny any mechanical claims if it is determined there is an inoperative cluster, odometer, and/or odometer display while owned by You.**

Provision 4(g) is deleted and replaced with: **Vehicle alterations or modifications made subsequent to the purchase of this Service Contract which were made by You or with Your knowledge are not covered. Upon discovery by Us, We will deny coverage under Your Service Contract.**

Provision 7(a) is amended to state: Under this Provision, Your cancellation fee will not exceed 10% of the gross amount paid by You for the Service Contract or $50.00, whichever is less.

Provision 7(b) is deleted and replaced with: We will not cancel or void Your Service Contract due to (1) pre-existing conditions not known by You at the time of Vehicle sale or if such condition was known or should reasonably have been known by Us or the person selling the Service Contract on Our behalf; (2) prior use or the odometer has been tampered with prior to purchase; (3) acts or omissions by Us or the Selling Dealer; or (4) subcontractors' failure to provide correct information or perform the services or repairs in a timely, competent, and workmanlike manner. We will cancel Your Service Contract for fraud, material misrepresentation (including alterations/modifications), a substantial breach, or nonpayment, either by You or on Your behalf. Prior notice of cancellation is not required for these violations. If cancelled by Us for any other reason, then We shall mail a written notice to Your last known address at least five days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If cancelled by Us within the first 30 days from the Effective Date, We shall provide a full refund of the Service Contract retail price. If cancelled by Us after 30 days from the Effective Date, or if a claim was made in the first 30 days from the Effective Date, We shall provide a prorated refund of the Service Contract retail price for the unexpired term of the Service Contract based on the number of elapsed days or miles, less any claims paid or authorized for payment. There is no administrative fee for this Provision.

Provision 9(a) **DISPUTE RESOLUTION** is amended to include the following: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions. at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007, Attn: Consumer Affairs.

ARKANSAS

Provision 7 is amended to include: No claims will be deducted from any refund due.

Provision 9. **DISPUTE RESOLUTION** is deleted in its entirety.

CALIFORNIA

Our California Vehicle Service Contract Provider license number is #0M10575.

Your **ACCEPTANCE TO TERMS** is amended to include: Your Service Contract Application will be processed within 10 calendar days from sale.

Under **ACCEPTANCE TO TERMS**, the following sentence is deleted in its entirety: I will call the Administrator if I have not received an I.D. card within 15 days.

Provision 3(b) is deleted and replaced with: **Component failures occurring before the date We receive and approve this Service Contract Application and those occurring during the Validation Period are not**

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covered.

Provision 3(g) is deleted in its entirety.

Provision 4(b) is deleted and replaced with: **An issued I.D. card will become part of Your Service Contract and is incorporated by reference.**

Provision 4(c) is amended to include: Your Service Contract Application will be processed within 10 calendar days from sale.

Provision 4(f) is deleted and replaced with: Your odometer MUST display and function at all times, regardless of Your mileage limitations. Within 60 days of the Effective Date, if there has been an inaccuracy, tampering, or alteration to the odometer mileage so the true and actual mileage is not shown or cannot be determined, then Your Service Contract is void. An inoperative cluster, odometer, and/or odometer display also voids the Service Contract. Upon discovery by Us within 60 days of the Effective Date, We will cancel Your Service Contract and issue a full refund of the Service Contract purchase price, less claims paid or approved for payment.

Provision 4(i) is amended to include: **Coverage also includes the repair, replacement, or maintenance of a motor Vehicle necessitated by an operational or structural failure due to a defect in materials or workmanship**.

Provision 4(s) is amended to include: **Performance to You under this Service Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Service Contract has been denied or has not been honored within 60 days after Your request. The name and address of the insurance company is: Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).**

Provision 4(t) is deleted in its entirety.

Provision 7(a) is deleted and replaced with: You may cancel this Service Contract within 60 days of the Effective Date, or with respect to a used Vehicle without a manufacturer warranty, 30 days if the Vehicle was other than new when the Service Contract was purchased, and if no claim has been made We shall refund to You the Service Contract retail price. If a claim was made during this time period, We shall refund to You a pro rata refund of the Service Contract retail price, for the unexpired term of the Service Contract based on elapsed time. After 60 days from the Effective Date of the Service Contract, or with respect to a used Vehicle without a manufacturer warranty, 30 days if the Vehicle was other than new when the Service Contract was purchased, You may cancel this Service Contract and We shall refund to You a pro rata refund of the Service Contract retail price, for the unexpired term of the Service Contract based on elapsed time, less a cancellation fee of 10% of the purchase price or $25.00, whichever is less.

Provision 7(b) is deleted and replaced with: We may cancel this Service Contract within the first 60 days after the Effective Date upon providing You with a notice of cancellation at Your last known address as reflected in Our files, stating the reason for cancellation, postmarked before the 61st day after the date of purchase and We will pay a full refund of the Service Contract purchase price paid by You, unless We have paid a claim hereunder or advised You in writing that We will pay a claim, in which case We will pay a pro rata refund of the Service Contract purchase price, less claims paid or approved for payment, based upon elapsed time. We may cancel this Service Contract for nonpayment or for fraud or material misrepresentation by You at any time by providing You with a notice of cancellation at Your last known address as reflected in Our files, stating the specific grounds for the cancellation, and We will refund the full amount paid by You for this Service Contract, unless We have paid a claim hereunder, in which case We will pay a pro rata refund of the Service Contract purchase price, less claims paid or approved for payment, paid by You based upon the greater of the time or mileage expired from the Service Contract purchase date and odometer reading at that date. If We cancel this Service Contract for any reason, We will not charge an administrative or cancellation fee, any refund due will be paid within 30 days of the date of cancellation, the Service Contract will cease to be valid five days after the date the notice of cancellation is postmarked, and We will pay any claim reported to it prior to the effective date of cancellation that is covered by this Service Contract. For purposes of this paragraph, a claim will be deemed to have been reported to Us if You have completed the first step required to report a claim pursuant to Provision 5. In the event of nonpayment, Your lienholder, if any, will be authorized to cancel this Service Contract on Our behalf.

Provision 7(c) is deleted and replaced with: CANCELLATION BY LIENHOLDER: You hereby authorize Your lienholder, if any, to cancel Your Service Contract on Your behalf in the event (1) Your Vehicle is repossessed, or (2) Your Vehicle is declared a total loss. Refunds will be calculated and processed in accordance with Provision 7(a) above.

Dear California Consumer,

Pursuant to the California Consumer Privacy Act, You have the right to understand and control Our collection and use of Your data. By Your initials below, You Acknowledge You have read the following:

1. We shall collect all information provided on Your Vehicle Service Contract Application, and We may also collect information You provide to Dealers, repair shops, agents, or others (hereinafter "Data"). We may use Your Data to fulfill Our duties under Your Service Contract and/or to determine Your eligibility of certain plans or products. We may also use Your Data to improve Our services, communication, and replies to Your requests for information about Our products, services, offers, or promotions.
2. Your Data will not be sold to any other party, but We may disclose Your Data to Our partners where doing so would improve assisting You better. For example, if Your Service Contract offers roadside assistance, We would share Your Data with Our roadside assistance business partner in order to fulfill Our obligations under Your Service Contract. When We disclose Data for a business purpose, We enter a contract that describes the purpose and requires the recipient to both keep Your Data confidential and not use it for any purpose except performing the contract. We do not share Your information with unaffiliated third parties unless We believe it is reasonably necessary to comply with the law or to protect Our rights.
3. Even though We do not sell Your Data, You will always have the right to restrict Us from selling or sharing Your Data.
4. Per Your request, We will provide You access to Your Data within 45 days of receipt.
5. Per Your request, We will delete or limit Your Data at any time so long as We can properly verify Your identity and it does not affect Our duties to perform under Your Service Contract plan.
6. Under no circumstances will You be discriminated against for exercising Your privacy rights.

For any Privacy Data questions, call the Administrator or email customerservice@carspp.com.

Provision 9. **DISPUTE RESOLUTION** is deleted in its entirety.

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COLORADO

Provision 4(s) is amended to include: Policy Number: PA106.

CONNECTICUT

Provision 4(c) is amended to include: If this Service Contract expires while Your Vehicle is being repaired due to an approved claim by Us, and Your coverage term is for less than one year, Your Service Contract will be extended while Your Vehicle is being repaired.

Provision 4(s) is amended to include: Our obligations under this Service Contract are insured by Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001, 800-282-8913. You are entitled to make a direct claim against the Insurer upon the failure of the Administrator/Obligor to pay any covered claim within 60 days after a complete proof of loss has been filed with Us. If We fail to perform according to the Terms and Conditions of the Service Contract, call 800-282-8913, or submit a claim against the Insurer in writing to: Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001.

Provision 7(a) is amended to include: You have the right to cancel this Service Contract if You return the Vehicle to Your selling Dealer or if the Vehicle is sold, lost, stolen or destroyed. During the first 30 days from the Effective Date, You shall receive a full refund. After 30 days from the Effective Date, or if a claim was made in the first 30 days from the Effective Date, We shall calculate Your refund on a prorated basis, less any claims paid, less an administrative fee of $50.00.

Provision 9(a). **DISPUTE RESOLUTION** is amended to include the following: RESOLUTION OF DISPUTES: If the Obligor is unable to resolve any disputes with You regarding this Service Contract, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the item subject to the Service Contract, the cost of repair of the item, and a copy of the Service Contract.

FLORIDA

For all Service Contract Holders: The rate charged for Your Service Contract is not subject to regulation by the state regulator:

Provision 3(s) is deleted and replaced with: **We do not provide any coverage if, at any time, the Vehicle has/had an inoperative cluster, odometer, and/or odometer display and You have failed to repair the odometer.**

Provision 4(f) is deleted and replaced with: Your odometer MUST display and function at all times, regardless of Your mileage limitations. If there has been an inaccuracy, tampering, or alteration to the odometer mileage so the true and actual mileage is not shown or cannot be determined, then Your Service Contract is void. An inoperative cluster, odometer, and/or odometer display also voids the Service Contract. Upon discovery by Us within 60 days

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of the Effective Date, We will cancel Your Service Contract and issue a full refund of the Service Contract purchase price, less claims paid or approved for payment. After 60 days of the Effective Date, We will cancel Your Service Contract and issue a pro rata refund of the Service Contract purchase price, less claims paid or approved for payment.

Provision 6 is deleted and replaced with the following:

6. **SERVICE CONTRACT TRANSFER PROVISIONS: YOU MAY ASSIGN THIS SERVICE CONTRACT TO ANOTHER OWNER, PROVIDED YOU FOLLOW THESE PROCEDURES:**
   a. **The Service Contract is transferable, by the original purchaser, to the subsequent owner of the Vehicle provided We receive a transfer fee of $40.00 and one of the following within 15 business days of the Vehicle sale: (1) a copy of the front and back of the original title with original Owner and new Owner signatures; (2) a copy of the new Owner's temporary or permanent registration; or (3) a copy of the bill of sale. We will not transfer the Service Contract to another Vehicle or to a business. The transferred Service Contract will remain in effect pursuant to the Terms and Conditions of the original Service Contract.**
   b. **Without payment of the transfer fee, the Service Contract cannot be re-assigned and will be void at the time the Vehicle is transferred. Call the Administrator within 15 days of transfer to speak with a Customer Service Representative for more details.**
   c. **The new Owner is responsible for all maintenance records from the original Effective Date of the Service Contract.**

Provision 7 is deleted and replaced with the following:

7. **CANCELLATION PROVISIONS – ALL REQUESTED CANCELLATIONS/REFUNDS MUST BE IN WRITING AND WILL BE PROCESSED THROUGH YOUR LIENHOLDER, IF ANY, OR YOUR SELLING DEALER. IF FINANCED, YOU AGREE YOUR LIENHOLDER IS A JOINT PAYEE TO RECEIVE ANY APPLICABLE REFUND. ALL ELIGIBLE REFUNDS OWED WILL BE PAID OR CREDITED WITHIN 30 DAYS FROM THE EFFECTIVE DATE OF CANCELLATION BY US OR WITHIN 30 DAYS OF THE NOTICE OF CANCELLATION BY YOU OR THE LIENHOLDER OR SOONER IF REQUIRED BY STATE LAW. YOU MAY CONTACT US OR THE OBLIGOR TO INITIATE CANCELLATION. ANY CANCELLED SERVICE CONTRACT IS VOID AND WILL NOT BE REINSTATED.**
   a. **CANCELLATION BY SERVICE CONTRACT HOLDER:** You may cancel this Service Contract within the first 60 days from the Effective Date for a full refund, less any claims paid. If a claim is made during the first 60 days from the Effective Date, you will receive a full refund, less any claims made, less an administrative fee of five percent or $50.00, whichever is less. After 60 days from the Effective Date, You may cancel this Service Contract and receive a refund of no less than 100% of the unearned pro rata premium, less any claim paid, less an administrative/cancellation fee of 10% of the unearned pro rata fee or $50.00, whichever is less.
   b. **CANCELLATION BY US/OBLIGOR:** We will not cancel Your Service Contract unless: (1) there has been a material misrepresentation or fraud at the time of sale; (2) You have failed to maintain Your Vehicle as prescribed by Your Vehicle manufacturer; (3) the Vehicle's odometer has been tampered with or disabled and You have failed to repair the odometer; or (4) for nonpayment of premium, in which case We shall provide You notice of cancellation by certified mail. If cancelled by Us for any of these reasons in the first 30 days from the Effective date, You will receive a full refund of the Service Contract purchase price, less any claims paid. If cancelled by Us for any of these reasons after 30 days and within 60 days from the Effective Date, You will receive 100% of the paid unearned pro rata premium, less any claims paid. After 60 days You will receive no less than 100% of the unearned pro rata refund, less any claims paid.
   c. **CANCELLATION BY LIENHOLDER:** If financed, You hereby authorize Your lienholder to cancel Your Service Contract on Your behalf in the event of (1) Your Vehicle is repossessed; (2) Your Vehicle is declared a total loss; or (3) You default on Your obligations to Your lienholder. If cancelled within the first 60 days from the Effective Date, You will receive a full refund of the Service Contract purchase price, less any claims paid. If cancelled for any of these reasons after 60 days from the Effective Date, You will receive a refund of no less than 90% of the unearned pro rata premium, less any claims paid. After 60 days from the Effective Date, the cancellation fee will not exceed $50.00 under this Provision.

GEORGIA

This Service Contract is not a contract of insurance.

The 30 day/1,000 mile Validation Period will be added to Your Service Contract Term at Expiration.

Provision 3(b) is deleted and replaced with: Component failures known, or which should have been known, by You before We approve this Service Contract Application are NOT covered.

Provision 3(d) is deleted and replaced with: Vehicles modified or altered from the original manufacturer's specifications by You or with Your knowledge, including but not limited to the following modifications: frame, suspension or body lift kits (unless Your Vehicle has been classed under EXTRA ELIGIBILITY Lift Kit Coverage), lowering kits, wheels/tires (not to manufacturer's specifications unless Your Vehicle has been classed under EXTRA ELIGIBILTY Oversize Tires Coverage), emission system, exhaust system, engine, transmission and drive axle.

Provision 3(e) is amended to read: Diagnostic and tear-down charges for non-covered components.

Provision 3(n) is deleted and replaced with: Damage done by You or with Your knowledge from altering, misusing or tampering with the Vehicle, making improper adjustments or using improper fuels or fluids.

Provision 3(o) is deleted and replaced with: Damage done by You or with Your knowledge resulting from failure to maintain Your Vehicle according to Your manufacturer's maintenance requirements.

Provision 3(p) is deleted and replaced with: Damage caused by failure to maintain proper fluids, coolant or lubrication or damage as a result of carbon and/or water ingestion.

Provision 3(s) is deleted and replaced with: We do not provide any coverage if, during Your ownership, the Vehicle has/had an inoperative cluster, odometer, and/or odometer display, regardless if repaired.

Provision 4(f) is deleted and replaced with: Your odometer MUST display and function at all times while the Vehicle is owned by You. If there has been an inaccuracy, tampering, or alteration to the odometer mileage, so the true and actual mileage is not shown or cannot be determined, then coverage under Your Service Contract is void. An inoperative cluster, odometer, and/or odometer display also voids coverage under the Service Contract. Upon discovery by Us, We will deny coverage under Your Service Contract.

Provision 4(g) is deleted and replaced with: Vehicle alterations or modifications made subsequent to the purchase of this Service Contract which were made by You or with Your knowledge are not covered. Upon discovery by Us, We will deny coverage under Your Service Contract.

Provision 5(c) is deleted and replaced with: A proper diagnosis shall include tear-down to the point of component failure, performed by the repair facility, to determine the cause of failure and extent of damage. **YOU ARE RESPONSIBLE FOR THESE CHARGES IF THE REPAIR IS NOT COVERED UNDER THE SERVICE CONTRACT.** Your repair facility MUST provide Us with an estimate for the covered repair to obtain an Authorization number BEFORE any repairs have begun.

Provision 7(a) is amended to state: Your cancellation fee will not exceed 10% of the pro rata refund amount or $50.00, whichever is less.

Provision 7(b) is deleted and replaced with: This Service Contract shall not be cancelled by Us except for fraud, material misrepresentation, or nonpayment. In the event We cancel this Service Contract, We will retain a pro rata amount based on the greater of the days in force or the miles driven related to the term of this Service Contract, less any claims paid and no administrative or cancellation fee will be assessed, in which case We will provide a 30 day written notice of cancellation advising of the reason and effective date of cancellation.

Provision 7(c) is deleted and replaced with: **CANCELLATION BY LIENHOLDER:** You hereby authorize Your lienholder to cancel Your Service Contract on Your behalf only in the event Your Vehicle is repossessed or Your Vehicle is declared a total loss. If cancelled within the first 30 days from the Effective Date, You will receive a full refund provided no claims have been made. After 30 days from the Effective Date, You will receive a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed months or miles.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

The following is added as Provision 7(e): If applicable, Your administration/cancellation fee will not exceed 10% of the unearned pro rata Service Contract purchase price or $50.00, whichever is less.

Provision 9. **DISPUTE RESOLUTION** is deleted in its entirety.

HAWAII

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

IDAHO

Coverage afforded under this motor Vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

Provision 7(a) is deleted and replaced with: As an Illinois customer, You may cancel Your Service Contract for a full refund of the Service Contract purchase price within the first 30 days of its Effective Date, if no service has been provided. At any other time, or if a service

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has been provided, the Service Contract may be cancelled for a prorated refund of the total Service Contract price less the value of any service received and less a cancellation fee of 10% of the total Service Contract purchase price or $50.00, whichever is less.

INDIANA

Provision 4(s) is amended to include: In the event of Our nonperformance or failure to make payment due under Your Service Contract, the Insurer will perform the services or make payments on behalf of Us for services or payments We are obligated to perform under the Terms and Conditions of this Service Contract.

The following is added as Provision 4(x): This Service Contract is not insurance and is not subject to Indiana insurance law.

Provision 9(a) **DISPUTE RESOLUTION** is amended to include the following: While arbitration is mandatory, the outcome of any arbitration will be non-binding on the parties, and either party will, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where You reside.

IOWA

The following is added as Provision 4(x): The Iowa Insurance Division may be contacted at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000.

Provision 5(e) is amended to include: By Your signature under Acceptance to Terms, You acknowledge and agree We may supply used parts for a covered repair. We may also use rebuilt parts according to the national standards recognized by the Iowa Insurance Division for a covered repair.

Provision 7(a) is amended to state: Your cancellation fee will not exceed 10% of the total Service Contract Purchase Price or $50.00, whichever is less.

Provision 7(b) is amended to state: For all types of cancellation by Us, We shall mail a written notice to Your last known address at least 15 days of the date of cancellation, including the reason and effective date of cancellation.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 30 days of the effective cancellation date.

LOUISIANA

For all Louisiana Service Contract holders: The Motor Vehicle Service Contract is not insurance. The Motor Vehicle Service Contract is not regulated by the Department of Insurance. Any concerns or complaints regarding the Motor Vehicle Service Contract should be directed to the attorney general.

Provision 7(b) is amended to include: **CANCELLATION BY US/OBLIGOR:** We will cancel Your Service Contract for material misrepresentation (including alterations/modifications), a substantial breach (including a malfunctioning odometer), or nonpayment, either by You or on Your behalf. Prior notice of cancellations is not required for these violations. We shall mail a written notice to Your last known address contained in Our records at least 15 days prior to cancellation. The notice shall state the reason and effective date of the cancellation.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

MAINE

Provision 7(a) is amended to include: Your cancellation fee will not exceed 10% of the total Service Contract purchase price, or $50.00, whichever is less. Any refund due to cancellation by You during the first 30 days from the Effective Date will include sales tax.

Provision 7(b) is deleted and replaced with: We will cancel Your Service Contract for fraud, material misrepresentation, a substantial breach, or nonpayment, either by You or on Your behalf. If this Service Contract is cancelled by Us prior to the expiration of Your Service Contract, We shall mail a written notice to You at Your last known address at least 15 days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If Your Service Contract is cancelled by Us for fraud or any other reason within the first 30 days from the Effective Date, You will receive a full refund of the purchase price. If Your Service Contract is cancelled by Us for a reason other than nonpayment after 30 days from the Effective Date or if a claim was made during the first 30 days from the Effective Date, We shall refund to You 100% of the unearned contract purchase price received by Us from the selling Dealer on a pro rata basis, less any claims paid.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

MARYLAND

Under 2. SCHEDULE OF COVERAGE and ADDITIONAL BENEFITS: LEVEL 4, the section LABOR & DIAGNOSTICS is deleted and replaced with: The authorized time for a covered repair will be based on Mitchell's ProDemand labor guide or a nationally recognized labor guide as determined by the Administrator. Should Your repair facility's rate exceed this amount, You are responsible for the difference. The repair of a malfunction or defect covered under this Service Contract shall include the cost of tear-down and diagnosing the malfunction or defect. Any components not listed are not covered.

Provision 4(c) is amended to include: If this Service Contract expires while Your Vehicle is being repaired due to an approved claim by Us, this contract will be extended until the covered repair is complete.

Provision 5(c) is deleted and replaced with: A proper diagnosis shall include tear-down to the point of component failure, performed by the repair facility, to determine the cause of failure and extent of damage. Your repair facility MUST provide Us with an estimate for the covered repair to obtain an Authorization number BEFORE any repairs have begun.

Provision 7(a) is amended to include: If eligible, Your refund during the first 30 days is based upon the purchase price of Your Service Contract. After 30 days, or if a claim was made within the first 30 days, Your administration/cancellation fee will not exceed 10% of the total Service Contract purchase price, or $50.00, whichever is less.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date. Any refund penalty, if assessed, under this Provision will be based on the purchase price of Your Service Contract.

MASSACHUSETTS

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

The Obligor of this Service Contract is the Dealer listed on the application ("DEALER'S NAME"). This Service Contract is between the Dealer and You. Dealer has appointed Us as the authorized Administrator of this Service Contract. We neither assume nor have any liability whatsoever for the obligations of this Service Contract.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

MINNESOTA

Provision 7(b) is amended as follows: If this Service Contract is cancelled by Us then We shall mail a written notice to You at Your last known address at least 15 days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Five days notice is required if the reason for cancellation is nonpayment of the provider fee by You to Us, a material misrepresentation by You to Us, or a substantial breach of duties by You to Us relating to Your Vehicle.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

Provision 9. **DISPUTE RESOLUTION** is deleted in its entirety.

MISSISSIPPI

Provision 7(a) is amended to state the administration fee under this provision shall not exceed 10% of the gross Service Contract provider fee or $50.00, whichever is less.

Provision 7(b) is deleted and replaced with: We will cancel Your Service Contract for material misrepresentation (including alterations/modifications) by You to Us, a substantial breach (including a malfunctioning odometer) of the duties by You related to the covered Vehicle, or nonpayment. Prior notice of cancellation is not required for these violations. We shall mail a written notice to Your last known address at least five days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If Your Service Contract is cancelled by Us for fraud or any other reason within the first 30 days from the Effective Date You will receive a full refund of the purchase price. If cancelled by us after 30 days from the Effective Date, or if a claim was made during the first 30 days from the Effective Date, We shall provide a prorated refund, less any claims paid or authorized for payment.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

Provision 9. **DISPUTE RESOLUTION** is deleted in its entirety.

MISSOURI

This Service Contract is not an insurance contract in the State of Missouri.

Provision 7(a) is deleted and replaced with: You may cancel this Service Contract for a full refund within the first 30 days from the Effective Date provided no claim has been made. If a claim has been made within the first 30 days from the Effective Date, You may cancel

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this Service Contract for a full refund, less any claims paid. There is no cancellation fee if a refund is requested within the first 30 days from the Effective Date. After 30 days from the Effective Date, You may cancel the Service Contract and We shall refund 100% of the unearned Service Contract purchase price on a pro rata basis, less any claims paid, and less an administrative fee of $50.00. Written notice of cancellation will be provided within 45 days of cancellation by You.

Provision 7(b) is deleted and replaced with: We will cancel Your Service Contract for fraud, material misrepresentation (including alterations/modifications), a substantial breach (including a malfunctioning odometer), or nonpayment, either by You or on Your behalf. For all cancellations, We will provide a written notice to You within 45 days from the date of termination. The notice shall state the reason and effective date of the cancellation. If cancelled under this provision within the first 30 days from the Effective Date, We shall refund You the full refund provided no claims have been made. If cancelled after 30 days from the Effective Date, or if a claim was made during the first 30 days from the Effective Date, We shall refund 100% of the unearned contract purchase price on a pro rata basis, less any claims paid. There is no administrative fee for this provision.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

MONTANA

Provision 7(b) is amended to include: The effective date and reason for cancellation will be provided to You within 5 days of cancellation by Us for fraud.

NEBRASKA

Provision 9. **DISPUTE RESOLUTION** is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this Service Contract, by a person covered under this Service Contract against the Obligor or the Obligor against a person covered under this Service Contract, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

a) no arbitrator shall have the authority to award punitive damages or attorney's fees;

b) neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and

c) no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

NEVADA

Provision 3(d) is deleted and replaced with: This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract.

Provision 4(f) is deleted and replaced with: No coverage will be provided for any repairs if the Vehicle has an inoperative odometer.

Provision 4(g) is deleted and replaced with: If a Vehicle is found to have been altered or modified after the start of this Service Contract, this shall not void the Service Contract, but no coverage will be provided for any repairs to those parts of the Vehicle that have been altered or modified.

The following is added as Provision 4(x): Pre-existing conditions are not covered by the Service Contract.

The following is added as Provision 4(y): This Service Contract may be renewed. To renew this Service Contract, Your Vehicle must meet the Administrator's underwriting criteria at the time of renewal. If accepted, the effective date of the future contract begins one day after the expiration of Your current Service Contract.

The following is added as Provision 5(j): If You are not satisfied with the manner in which the provider is handling the claim on the contract, You may contact the Commissioner by calling the Nevada Division of Insurance toll free 888-872-3234.

Provision 6(a) is amended to state: Your transfer fee under this Service Contract is $25.00.

Provision 7(a) is amended to include: The purchaser may return the Service Contract no later than 30 days after the Service Contract is mailed to the contract holder or 30 days if the Service Contract is delivered at the time of sale under the following conditions: (1) No claims have been paid or authorized; and (2) Refund is to be for the full purchase price. If cancelled in writing by the original purchaser, We shall refund the amount We received from the selling Dealer. Your selling Dealer will refund their unearned portion of the total Service Contract purchase price. If We fail to refund the purchase price within 45 days, We will pay the Contract Holder a penalty of 10% of the purchase price for each 30 day period, or portion thereof, of the refund and any accrued penalties that remain unpaid. Your administrative/cancellation fee in Provision 7(a) is $25.00.

Provision 7(b) is deleted and replaced with: No Service Contract that has been in effect for at least 70 days may be cancelled by Us before the expiration of the agreed term or one year after the Effective Date of the Service Contract, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the Service Contract; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the Service Contract, or in presenting a claim for service there under; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the Service Contract, which occurred after the Effective Date of the Service Contract and which substantially and materially increase the service required under the Service Contract; or (e) A material change in the nature or extent of the required service or repair which occurs after the Effective Date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the Service Contract was issued or sold.

If We cancel the Service Contract pursuant to paragraphs (a-e) above, We shall refund to the holder the portion of the purchase price that is unearned by Us, less any outstanding balance on the account of the holder from the amount of the purchase price that is unearned by the provider when calculating the amount of the refund. Claims paid against the Service Contract will not be deducted. We shall not impose a cancellation fee pursuant to paragraphs (a-e) above. No cancellation of a Service Contract may become effective until at least 15 days after the notice of cancellation is mailed to the holder.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

Provision 9. **DISPUTE RESOLUTION** is deleted in its entirety.

NEW HAMPSHIRE

Provision 4(r) is deleted and revised to state, Venue for all disputes shall be in New Hampshire or the state in which the Service Contract was sold. Choice of either venue shall be decided by You.

The following is added as Provision 4(x): In the event that You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 603-271-2261.

If Your Service Contract Term is less than 12 months, this Service Contract's normal Terms and Conditions in Provision 7 applies to You. If Your Service Contract Term is 12 months or more, Provision 7 is deleted and replaced with the following:

7. CANCELLATION PROVISIONS – ALL REQUESTED CANCELLATIONS/REFUNDS MUST BE IN WRITING AND WILL BE PROCESSED THROUGH YOUR LIENHOLDER/LENDER/PAYMENT PLAN PROVIDER, IF ANY, OR YOUR SELLING DEALER. IF FINANCED, YOU AGREE YOUR LIENHOLDER/LENDER/PAYMENT PLAN PROVIDER IS A JOINT PAYEE TO RECEIVE ANY APPLICABLE REFUND. ALL ELIGIBLE REFUNDS OWED WILL BE PAID OR CREDITED WITHIN 30 DAYS FROM THE EFFECTIVE DATE OF CANCELLATION BY US/OBLIGOR OR WITHIN 30 DAYS OF THE NOTICE OF CANCELLATION BY YOU OR THE LIENHOLDER/LENDER/PAYMENT PLAN PROVIDER OR SOONER IF REQUIRED BY STATE LAW. YOU MAY CONTACT US OR THE OBLIGOR TO INITIATE CANCELLATION. ANY CANCELLED SERVICE CONTRACT IS VOID AND WILL NOT BE REINSTATED.

a. CANCELLATION BY SERVICE CONTRACT HOLDER: You may cancel this Service Contract at any time by notifying Us. You will receive a pro rata refund of the Service Contract Purchase Price for the unexpired term of the Service Contract based on the number of elapsed months or miles, less an administration/cancellation fee not to exceed 10% of the Contract Price or $50.00, whichever is less.

b. CANCELLATION BY US/OBLIGOR: We will cancel Your Service Contract for fraud, material misrepresentation (including alterations/modifications), a substantial breach (including a malfunctioning odometer), or nonpayment, either by You or on Your behalf. Prior notice of cancellation is not required for these violations. If cancelled by Us for any other reason, then We shall mail a written notice to Your last known address at least five days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If cancelled by Us , We shall provide a pro rata refund of the Service Contract Purchase Price for the unexpired term of the Service Contract based on the number of elapsed months or miles. There is no administrative/cancellation fee under this Provision.

c. CANCELLATION BY LIENHOLDER/LENDER/PAYMENT PLAN PROVIDER: You hereby authorize Your Lienholder/Lender/Payment Plan Provider to cancel Your Service Contract on Your behalf in the event of (1) Your Vehicle is repossessed; (2) Your Vehicle is declared a total loss; or (3) You default on Your obligations to Your Lienholder/Lender/Payment Plan Provider. If cancelled, You will receive a pro rata refund of the Service Contract Purchase Price for the unexpired term of the Service Contract based on

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the number of elapsed months or miles, less an administrative/cancellation fee not to exceed 10% of the Contract Price or $50.00, whichever is less.

Provision 9. **DISPUTE RESOLUTION** is deleted in its entirety.

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.

Provision 4(r) is amended to include at the end: Venue for all disputes will be in the State of New Jersey if You purchased this Service Contract in another state but are now a resident of New Jersey.

Provision 4(s) is amended to include: Obligations of Us under this Service Contract are insured under a Service Contract reimbursement policy. The Insurer shall either reimburse or pay on behalf of Us any covered sums We are legally obligated to pay or, in the event of Our nonperformance, shall provide the service which We are legally obligated to perform according to Our contractual obligations.

Provision 7(a) is amended to include: If no claims have been made, You may cancel and return the Service Contract within 30 days of receipt of the Service Contract if delivered at the time of purchase, or within 30 days of the date the Service Contract was sent to You, if not delivered at the time of purchase. Upon cancellation of the Service Contract within the applicable time period, We will provide You with a refund of the full purchase price or amount paid on the Service Contract by refund or credit to Your account.

Provision 7(b) is amended to include at the end: If We cancel the Service Contract prior to the expiration of Your Service Contract, We shall mail a written notice to Your last known address which contains the reason for the cancellation and the effective date of the cancellation at least five days prior to the effective date of the cancellation. However, written notice of cancellation shall not be required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation or omission, or a substantial breach of contractual obligations concerning Your Vehicle or its use.

The following is added as Provision 7(d): For all refunds, if the refund or credit is not completed within 45 days of the cancellation of the Service Contract, a 10% penalty per month will be assessed based upon the purchase price of Your Service Contract.

NEW MEXICO

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

Provision 7(a) is amended to include: Your cancellation fee will not exceed 10% of the purchase price or $50.00, whichever is less.

Provision 7(b) is amended to include: No Service Contract that has been in effect for at least 70 days may be cancelled by Us before the expiration of the agreed term or one year after the Effective Date of the Service Contract, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the Service Contract; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the Service Contract, or in presenting a claim for service there under; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the Service Contract. No cancellation of a Service Contract may become effective until at least 15 days after the notice of cancellation is mailed to the holder.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty every 30 days or portion thereof shall be added to a refund if not paid or credited within 45 days of the effective cancellation date. Any refund penalty, if assessed, under this Provision will be based on the purchase price of Your Service Contract.

NEW YORK

Provision 7(b) is amended to include: If Your Service Contract is cancelled prior to the expiration of Your Service Contract, We shall mail a written notice to Your last known address which contains the reason for the cancellation and the effective date of the cancellation at least 15 days prior to the effective date of the cancellation. However, written notice of cancellation shall not be required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of contractual obligations concerning Your Vehicle or its use.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 30 days of the effective cancellation date.

NORTH CAROLINA

Provision 7(a) is amended to state: Your cancellation fee, will not exceed 10% of the amount of the pro rata refund or $50.00, whichever is less.

Provision 7(b) is amended to include: We will not cancel Your Service Contract in its discretion other than for nonpayment of premiums or for a direct violation of the Service Contract agreement by the contract holder where the Service Contract agreement states that violation of the Service Contract agreement would subject the Service Contract agreement to cancellation.

OKLAHOMA

Our license number to sell Service Contracts in Oklahoma is I.D. #503270534.

The following is added as Provision 4(x): This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

If Your Service Contract provides roadside assistance the following is added as Provision 4(y): 24-hour roadside assistance is provided by AUTO CLUB OF AMERICA CORP. 243 E. Main Street, JOHNSON CITY, TN, 37604 (OK ID #44195435).

Provision 7(a) is deleted and replaced with the following: **CANCELLATION BY SERVICE CONTRACT HOLDER:** You may cancel Your Service Contract at any time by notifying Us. If You cancel Your Service Contract within the first 30 days from the Effective Date, then You will receive a full refund of the purchase price. After 30 days from the Effective Date, or if a claim is made during the first 30 days, return of premium shall be based upon 100% of the unearned pro rata provider fee less the actual cost of any service provided under the Service Contract, less a cancellation fee not to exceed 10% of the unearned pro rata refund or $50.00, whichever is less, under this Provision.

Provision 7(b) is deleted and replaced with the following: **CANCELLATION BY US/OBLIGOR:** We will cancel Your Service Contract for fraud, material misrepresentation (including alterations/modifications), a substantial breach (including a malfunctioning odometer), or nonpayment, either by You or on Your behalf. Prior notice of cancellation is not required for these violations. If cancelled by Us for any other reason, then We will provide written notice to Your last known address at least five days prior to cancellation. The notice shall state the reason and effective date of the cancellation. In the event Your Service Contract is cancelled by Us within the first 30 days from the Effective Date, You will receive a full refund of the provider fee. In the event the Service Contract is cancelled by Us after 30 days from the Effective Date, or if a claim was made during the first 30 days from the Effective Date, return of premium shall be based upon 100% of unearned pro rata provider fee less the actual cost of any service provided under the Service Contract. There is no administration/cancellation fee under this Provision.

Provision 9. **DISPUTE RESOLUTION** is deleted and replaced with the following:

NON-BINDING ARBITRATION: READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION PRIOR TO ENGAGING IN NON-BINDING ARBITRATION.

Disputes under this Service Contract will be subject to mandatory, non-binding arbitration. To begin arbitration, either You or the Obligor must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of the AAA Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1-800-778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and the Obligor. This does not prohibit the arbitrator from giving the prevailing party their fees and expenses of the arbitration. Unless You and the Obligor agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. You also agree that any arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and the Obligor specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and the Obligor, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

OREGON

Provision 9(a) **DISPUTE RESOLUTION** is amended to include the following: If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by Your consent. Arbitration will take place under the laws of the State of Oregon and will be held in Your county of residence or any other county in this state agreed to by both parties.

PENNSYLVANIA

As a Pennsylvania resident, Your labor rate under this Service Contract for a covered repair

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is Your repair facility's posted retail labor rate defined as the hourly labor rate within accepted industry standards.

Provision 5(f) is deleted and replaced with: We have the option to select used, rebuilt or aftermarket components when authorizing repairs. For authorized claims totaling in excess of Your deductible (if any), You may have the choice to select either a third-party component or take a claim allowance to specifically be used towards Your repair. If Your chosen repair facility provides parts for an authorized repair, a minimum 90 day parts and labor warranty is required for all power train components. If a component We supply fails within seven days of installation, We will supply a replacement component and cover any diagnostic and tear-down charges, fluids and waive the deductible to replace the supplied part. If We supply a third-party component on Your Vehicle, the warranty on that part expires seven days after the expiration of Your Service Contract Term, regardless of any delays or downtime.

Your administration fee in Provision 7(a) shall not exceed $30.00.

SOUTH CAROLINA

The following is added as Provision 4(x): South Carolina residents only: In the event of a dispute with the provider of this contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or (800) 768-3467.

Provision 7(b) is amended to include: If this Service Contract is cancelled by Us, then We shall mail a written notice to You at Your last known address at least 15 days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment, a material misrepresentation by You, or a substantial breach of duties by You to Us relating to Your Vehicle.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

TEXAS

Provision 4(s) is amended to include at the end: You may apply for reimbursement directly to the Insurer if a covered service is not provided to You by Us before the 61st day after the date of proof of loss, or a refund or credit is not paid before the 46th day after the date on which the contract is cancelled by You.

The following is added as Provision 4(x): Unresolved complaints or questions concerning Service Contract providers may be addressed to: Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX 78711, 800-803-9202.

Provision 7(a) is deleted and replaced with: **CANCELLATION BY SERVICE CONTRACT HOLDER:** You may cancel this Service Contract at any time. If You cancel this Service Contract before the 31st day after the date of purchase, We shall refund You or credit to Your account the full purchase price of the Service Contract, decreased by the amount of any claims paid. No cancellation fee may be imposed. If You cancel this Service Contract on or after the 31st day of purchase, We shall refund You the prorated purchase price of the Service Contract reflecting the remaining term of the contract, based on mileage or time, whichever results in a lower amount, decreased by the amount of any claims paid and a reasonable cancellation fee not to exceed $50.00. If We do not pay the refund or credit Your account before the 46th day after the date notice of cancellation is received by Us, then We are liable to You for a penalty for each month an amount remains outstanding equal to 10% of the refund amount outstanding. The penalty is in addition to the full or prorated purchase price of the Service Contract that is owed to You.

Provision 7(b) is deleted and replaced with: **CANCELLATION BY US/OBLIGOR:** We may cancel this Service Contract by mailing a written notice of cancellation to You at Your last known address. We must mail the notice before the fifth day preceding the Effective Date of the cancellation. The notice must state the Effective Date of the cancellation and the reason for the cancellation. However, We are not required to provide prior notice of cancellation if the Service Contract is cancelled because of: (1) nonpayment of the purchase price; (2) fraud or a material misrepresentation by You to Us; or (3) a substantial breach of a duty by You relating to the covered Vehicle or its use. If Your Service Contract is cancelled by Us in accordance with this section within the first 30 days from the Effective Date, You will receive a full refund of the Service Contract purchase price less any claims paid. If cancelled for any of these reasons after 30 days from the Effective Date, You will receive a refund of no less than 100% of the unearned pro rata premium, less any claims paid. There is no administration/cancellation fee under this Provision.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

UTAH

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

Provision 3(c) is deleted and replaced with: Except for emergency repairs, any repairs done without prior authorization by Us.

Provisions 4(s) is deleted and replaced with: Performance of the Obligor under this Service Contract is insured by Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001, 800-282-8913. You are entitled to make a direct claim against the Insurer upon the failure of the Administrator/Obligor to pay any claim within 60 days after a complete proof of loss has been filed with Us.

Provision 7(b) is amended to include: **CANCELLATION BY US/OBLIGOR:** For a Service Contract in effect for at least 60 days, We will mail You written notice at least 30 days before the cancellation date. The notice will reference one of the following reasons: (a) nonpayment, (b) material misrepresentation, (c) substantial change in the risk assumed unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract, (d) or a substantial breach of duties. However, if We cancel Your Service Contract within the first 60 days, We will mail You written notice of cancellation at least 10 days before the cancellation date.

Provision 9. **DISPUTE RESOLUTION** is deleted in its entirety.

VERMONT

Provision 9. **DISPUTE RESOLUTION** is deleted in its entirety.

VIRGINIA

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

WASHINGTON

_____ **INITIAL HERE: By Your initials, You are reconfirming You understand and agree to the following Terms and Conditions of this Service Contract:** The time and mileage limitations on the first page of this Service Contract; Provision 1(a-c) regarding Your specific level of work and parts covered if you have chosen options and extra eligibility coverage; Provision 2(a-d) regarding Your specific level of work and parts covered; Provision 3(a-s) regarding coverage exclusions; Provision 4(h) regarding maintenance requirements; Provision 4(t) regarding maintenance records; Provision 5(a-i) regarding Service Contract Claim Procedures; Provision 7(a-d) stated below regarding refunds and cancellations; and the implied warranty of merchantability on the motor Vehicle is not waived if the contract has been purchased within 90 days of the purchase date of the motor Vehicle from a provider or service contract seller who also sold the motor Vehicle covered by the contract.

Provision 3(o) is deleted and replaced with: **Damage resulting from failure to maintain Your Vehicle according to Your manufacturer's maintenance requirements if such failure directly resulted in Your Vehicle experiencing mechanical failure**.

Provision 4(f) is deleted and replaced with: **Your odometer MUST display and function at all times, regardless of Your mileage limitations. Within 60 days of the Effective Date, if there has been an inaccuracy, tampering, or alteration to the odometer mileage so the true and actual mileage is not shown or cannot be determined, then Your Service Contract is void. An inoperative cluster, odometer, and/or odometer display also voids the Service Contract. Upon discovery by Us within 60 days of the Effective Date, We will cancel Your Service Contract and issue a prorated refund, less claims paid or approved for payment.**

Provision 4(r) is deleted and replaced with: For Washington residents, the State of Washington is the jurisdiction of any civil action in connection with a motor Vehicle service contract.

Provision 4(s) is amended to include: **The Insurer's Policy Number is WA150.**

Provision 7 is deleted and replaced with the following:

7. CANCELLATION PROVISIONS – ALL REQUESTED CANCELLATIONS/REFUNDS MUST BE IN WRITING AND WILL BE PROCESSED THROUGH YOUR LIENHOLDER, IF ANY, OR YOUR SELLING DEALER. IF FINANCED, YOU AGREE YOUR LIENHOLDER IS A JOINT PAYEE TO RECEIVE ANY APPLICABLE REFUND. ALL ELIGIBLE REFUNDS OWED WILL BE PAID OR CREDITED WITHIN 30 DAYS FROM THE EFFECTIVE DATE OF CANCELLATION BY US OR WITHIN 30 DAYS OF THE NOTICE OF CANCELLATION BY YOU OR THE LIENHOLDER OR SOONER IF REQUIRED BY STATE LAW. YOU MAY CONTACT US OR THE OBLIGOR TO INITIATE CANCELLATION. ANY CANCELLED SERVICE CONTRACT IS VOID AND WILL NOT BE REINSTATED.

a. CANCELLATION BY SERVICE CONTRACT HOLDER: You may cancel this Service Contract within 30 days from the Effective Date **if no claim has been made** under the Service Contract, and We shall refund to You the full purchase price of the Service Contract unless You return the Service Contract 10 or more days after the Effective Date, in which case We will charge a cancellation fee not exceeding $25.00. **If a claim has been made** under the Service Contract, then claim(s) will also be deducted from

SAMPLE

any refund due to You. **If no claim has been made** and You return the Service Contract after 30 days, We shall refund the purchase price pro rata based upon either elapsed time or mileage computed from the date the Service Contract was purchased and the mileage on that date, less a cancellation fee not exceeding $25.00. **If a claim has been made** under the Service Contract, then claim(s) will also be deducted from any refund due to You.

b. CANCELLATION BY US/OBLIGOR: We will cancel Your Service Contract for fraud, material misrepresentation (including alterations/modifications), a substantial breach (including a malfunctioning odometer), or nonpayment, either by You or on Your behalf. If cancelled by Us for any of these reasons within the first 30 days from the Effective date, You will receive a full refund of the Service Contract purchase price. If cancelled by Us after 30 days from the Effective Date, or if a claim was made within the first 30 days, You will receive 100% of the paid unearned pro rata premium, less any claims paid. There is no administration/cancellation fee under this Provision. If this Service Contract is cancelled by Us, then We shall mail a written notice to You at Your last known address at least 21 days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. After 60 days from the Effective Date, We may not cancel this Service Contract.

c. CANCELLATION BY LIENHOLDER: If financed, You hereby authorize Your lienholder to cancel Your Service Contract on Your behalf in the event of (1) Your Vehicle is repossessed; (2) Your Vehicle is declared a total loss; or (3) You default on Your obligations to Your lienholder. If cancelled for any of these reasons within the first 30 days from the Effective date, You will receive a full refund of the Service Contract purchase price. If cancelled after 30 days from the Effective Date, or if a claim was made within the first 30 days, You will receive 100% of the paid unearned pro rata premium, less any claims paid. There is no administration/cancellation fee under this Provision. If this Service Contract is cancelled under this Provision, then a written notice shall be mailed to You at Your last known address at least 21 days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. After 60 days from the Effective Date, this Service Contract may not be cancelled.

d. For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 30 days of the effective cancellation date.

Provision 9(a) **DISPUTE RESOLUTION** is amended to include the following: This Service Contract allows for binding arbitration proceedings to be held at a location in closest proximity to the Service Contract holder's permanent residence.

WASHINGTON D.C.

Provision 7(a) is deleted and replaced with the following: **CANCELLATION BY SERVICE CONTRACT HOLDER:** If You cancel Your Service Contract within the first 30 days from the Effective Date, You will receive a full refund provided no claims have been made. After 30 days, or if a claim was made within the first 30 days from the Effective Date, You will receive a pro rata refund of the Service Contract price for the unexpired term of the Service Contract based on the number of elapsed days or miles, less any claims paid or approved for payment, and less an administrative fee not to exceed 10% of the gross provider fee paid by You or $50.00, whichever is less.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

WEST VIRGINIA

Provision 9(a) **DISPUTE RESOLUTION** is amended to include the following: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the third arbitrator equally.

WISCONSIN

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

Provision 3(s) is deleted and replaced with: We do not provide any coverage if, at any time, the Vehicle has/had an inoperative odometer cluster, odometer, and/or odometer display that is not immediately repaired and proof of repair is not submitted to Us.

Provision 4(f) is deleted and replaced with: An inoperative odometer, and/or odometer display, that is not immediately repaired and proof of repair is not submitted to Us is a substantial breach of duties by You relating to the covered Vehicle or its use.

Provision 4(s) is amended to include: If We do not provide, or reimburse or pay for, a service that is covered under a Service Contract within 60 days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with the Insurer for reimbursement, payment or provision of the service.

Provision 7(a) is amended to include: If You cancel Your Service Contract within the first 30 days from the Effective Date, then You will receive a full refund provided no claims have been made. After 30 days, or if a claim was made during that time, You may cancel the Service Contract and We shall refund to You 100% of the unearned Service Contract purchase price on a pro rata basis, less any claims paid, and less an administrative fee not to exceed 10% of the total Service Contract purchase price or $50.00, whichever is less. In the event of a total loss of property covered by the Service Contract that is not covered by a replacement of the property pursuant to the terms of the Service Contract within the first 30 days from the Effective Date, You shall be entitled to cancel the Service Contract and receive a full refund of the Service Contract. After 30 days, or a claim was made in the first 30 days from the Effective Date, You shall be entitled to cancel the Service Contract and receive a prorata refund of any unearned provider fee, less any claims paid.

Provision 7(b) is deleted and replaced with: In all instances of this Service Contract, We may cancel this Service Contract **ONLY** for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the Service Contract holder relating to the covered product or its use. If cancelled by Us, We will mail a written notice to You at Your last known address contained in Our records at least five days prior to the cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. If the Service Contract is cancelled by Us for a reason other than nonpayment of the provider fee within the first 30 days from the Effective Date You will receive a full refund of the purchase price. If the Service Contract is cancelled by Us for a reason other than nonpayment of the provider fee after 30 days from the Effective Date or if a claim was made during the first 30 days from the Effective Date, We shall refund to You 100% of the unearned pro rata purchase price, less any claims paid.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

Provision 9. **DISPUTE RESOLUTION** is deleted in its entirety.

WYOMING

Provision 7(b) is deleted and replaced with: We will cancel Your Service Contract for material misrepresentation, a substantial breach, or nonpayment, either by You or on Your behalf. Prior notice of cancellation is not required for these violations. If Your Service Contract is cancelled by Us for any other reason within the first 30 days from the Effective Date, You will receive a full refund of the amount received by Us. If cancelled by Us for any other reason after 30 days from the Effective Date or if a claim was made during the first 30 days from the Effective Date, then We shall mail a written notice to Your last known address at least 10 days prior to cancellation. The notice shall state the reason and effective date of the cancellation. If cancelled, We shall provide a prorated refund of the amount received by Us, less any claims paid or approved for payment.

The following is added as Provision 7(d): For all eligible refunds, a 10% penalty per month shall be added to a refund if not paid or credited within 45 days of the effective cancellation date.

Provision 9. **DISPUTE RESOLUTION** is deleted and replaced with: At the time of any dispute the parties may voluntarily agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceedings shall be conducted within the state of Wyoming.

SAMPLE