[redacted]

○ New ○ Pre-Owned

PORTFOLIO one

New Vehicles & Pre-Owned Vehicles

CUSTOMER

BUYER [redacted] | CO-BUYER [redacted]

ADDRESS [redacted] | CITY [redacted] | STATE [redacted] | ZIP [redacted]

CELL PHONE [redacted] | HOME PHONE [redacted] | EMAIL [redacted]

COVERED VEHICLE

YEAR [redacted] | MAKE [redacted] | MODEL [redacted] | VEHICLE IDENTIFICATION NUMBER [redacted] | IN-SERVICE DATE [redacted]

SELLING DEALER

DEALER NAME [redacted] | PHONE [redacted]

ADDRESS [redacted] | CITY [redacted] | STATE [redacted] | ZIP [redacted]

DEALER REPRESENTATIVE [redacted] | EMAIL

LIENHOLDER/LESSOR

LIENHOLDER/LESSOR NAME [redacted] | PHONE

ADDRESS [redacted] | CITY [redacted] | STATE [redacted] | ZIP [redacted]

EXTENDED SERVICE AGREEMENT INFORMATION

COVERAGE PLAN: [redacted]

Term Months: [redacted] | Term Miles: [redacted]

Date of Sale: [redacted] | Current Mileage: [redacted]

Expiration Date: [redacted] | Expiration Mileage: [redacted]

Deductible: [redacted] | Service Agreement Price: [redacted]

SUPPLEMENTAL COVERAGE: [redacted]

SAMPLE

I (Customer), whose signature appears below, acknowledge that the information contained above is true and correct. I have read the terms and conditions, and understand and agree to all provisions herein.

[redacted] BUYER SIGNATURE | [redacted] DATE | CO-BUYER SIGNATURE | [redacted] DATE

The purchase of this Extended Service Agreement is not required in order to purchase or obtain financing for a motor vehicle.

If no coverage is listed above, Plan P Powertrain Coverage will be in effect. A $100.00 Deductible will apply unless otherwise listed above. If no Term Months or Term Miles have been listed above, Term Months shall be 36 Months and Term Miles shall be 50,000 miles. Any modification, alteration or change to the preprinted terms and conditions of this Extended Service Agreement are invalid and of no force or effect.

THIS AGREEMENT IS NOT AN INSURANCE CONTRACT. IT IS AN EXTENDED SERVICE AGREEMENT BETWEEN YOU AND THE PROVIDER. ALL OBLIGATIONS AND LIABILITIES FOR REPAIRS COVERED BY THIS EXTENDED SERVICE AGREEMENT ARE THOSE OF THE PROVIDER, PORTFOLIO SERVICES LIMITED, INC.. THE PROVIDER'S OBLIGATIONS ARE INSURED UNDER AN INSURANCE POLICY, SEE OBLIGATIONS SECTION HEREIN.

AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS

CLAIMS TOLL FREE – 1-833-487-5446

ROADSIDE ASSISTANCE – 1-855-731-9247

WHAT IS COVERED

Upon payment of the Deductible and before the Expiration Date and Expiration Mileage, necessary mechanical repairs will be made without additional charge to You, subject to the Coverage Plan indicated on the front of this Extended Service Agreement. **Replacement of any part may be made with new parts, remanufactured parts, non-original manufacturer's parts, or with parts of like kind and quality at the time of breakdown.** This Extended Service Agreement covers any failure to a covered component resulting from normal wear and tear.

PLAN B EXCLUSIONARY COVERAGE

Plan B Exclusionary Coverage provides for repair/replacement of **ALL** factory-installed original mechanical equipment on the Covered Vehicle, subject to the items listed under "What Is Not Covered" herein.

(This plan expires on the Expiration Date and Expiration Mileage, whichever occurs first)

PLAN A STATED COMPONENT COVERAGE

Plan A Stated Component Coverage includes Plan P Powertrain Component Coverage, plus the following components, subject to the items listed under "What Is Not Covered" herein:

(This plan expires on the Expiration Date and Expiration Mileage, whichever occurs first)

ENGINE COOLING SYSTEM
Fan, fan clutch, fan motor.

FACTORY AIR CONDITIONING
Condenser, compressor, clutch and pulley, evaporator, receiver dryer, accumulator, HVAC controller and module, seals and gaskets.

FRONT SUSPENSION
Struts; upper and lower control arms and shafts and bushings; upper and lower ball joints; stabilizer shaft; linkage and bushings; spindles and supports; wheel bearings.

STEERING
All internal lubricated parts; steering gear box, rack and pinion and all internal parts; power cylinder assembly, power steering pump, main and intermediate steering shafts and couplings; tie rods and tie rod ends; linkage; idler arm; pitman arm. Electric steering motor, electric cylinder assembly, rack and pinion with electric power assist.

FUEL SYSTEM
Fuel pump, fuel injection pump, fuel injectors, fuel rail, metal fuel delivery lines, nozzles and vacuum pump and vacuum assist booster.

FACTORY-INSTALLED NAVIGATIONAL SYSTEM
Display, controls, and all electrical components.

BRAKES
Master cylinder; vacuum and hydraulic power brake booster, wheel cylinders; hydraulic lines and fittings; disc calipers.

ELECTRICAL
Alternator, voltage regulator, voltage sensor, distributor, starter motor, starter drive and solenoid; electronic ignition module, wiring harnesses, manually operated switches, wiper motor, power window motor, sunroof motor.

ELECTRONIC HIGH TECH COMPONENTS
Level control compressor, sensors and limiter valve; pneumatic suspension pump, sensors and valves; fuel injection sensors and control module; ignition module; crank sensors; digital or analog instrument cluster; moisture control unit and sensors; anti-detonation sensors; manufacturer installed combination entry system; manufacturer installed anti-theft device; ABS (anti-locking braking system), electronic brake control module.

ELECTRICAL PLUS
All power motors and solenoids related to the electrical operations of antennas, door locks, power headlight motors, seat motors, mirrors, convertible tops, power trunk releases.

PLAN P POWERTRAIN COMPONENT COVERAGE

Plan P Powertrain Component Coverage includes the following components, subject to the items listed under "What Is Not Covered" herein:

(This plan expires on the Expiration Date and Expiration Mileage, whichever occurs first)

ENGINE All internal lubricated parts: bearings, pistons, piston pins and rings, valves, valve springs, valve spring retainers and rocker arms; timing chain or timing belt and tensioners, and rocker arms. Timing gear, oil pump, valve guides, followers, valve seats, rocker shafts, push rods, valve lifters, connecting rods, crankshaft and main bearings, camshaft, cam bearings and rocker bushings. Other parts: Water pump, engine mounts, engine cushions, exhaust manifold, intake manifold, front cover, harmonic balancers, flywheel (flexplate), flywheel ring gear, pulleys and eccentric shaft; seals and gaskets. **Note:** Engine block, cylinder head(s), cylinder sleeves, oil pan and valve covers only if the damage results from the failure of an internal lubricated part. **Turbo/Supercharger:** All internal lubricated parts contained within the turbo/supercharger housing, plus the charger housing only if the damage results from the failure of an internal lubricated part.

TRANSMISSION (AUTOMATIC OR MANUAL) All internal lubricated parts; torque converter, pump, drums, reaction carrier, shafts, hubs, gears, shift rails and forks, internal linkage, and bearings. Transmission mounts, vacuum modulator; seals and gaskets. The transmission case, housing and oil pan, only if the damage results from the failure of an internal lubricated part.

TRANSFER CASE All internal lubricated parts, plus the transfer case housing only if the damage results from the failure of an internal lubricated part.

DRIVE AXLE ASSEMBLY (FRONT, REAR, 4WD OR AWD) All internal lubricated parts contained within the drive axle housing; hub, axle and non-serviceable bearings, drive gears and clutches. Constant velocity joints, universal joints, axle shafts, drive shafts; seals and gaskets. The axle or transaxle housing, only if the damage results from the failure of an internal lubricated part.

PLAN CBS COMPANION EXCLUSIONARY "DATE OF SALE" WRAP COVERAGE

Includes all components covered under Plan B Exclusionary Coverage ***except*** the components listed under Plan P Powertrain Component Coverage, subject to the items listed under "What Is Not Covered" herein.

(This plan expires on the Expiration Date and Expiration Mileage, whichever occurs first)

PLAN CAS COMPANION STATED COMPONENT "DATE OF SALE" WRAP COVERAGE

Includes all components covered under Plan A Stated Component Coverage ***except*** the components listed under Plan P Powertrain Component Coverage, subject to the items listed under "What Is Not Covered" herein.

(This plan expires on the Expiration Date and Expiration Mileage, whichever occurs first)

PLAN CB COMPANION EXCLUSIONARY "IN-SERVICE DATE" WRAP COVERAGE

Includes all components covered under Plan B Exclusionary Coverage ***except*** the components listed under Plan P Powertrain Component Coverage, subject to the items listed under "What Is Not Covered" herein.

(This plan expires on the Expiration Date and Expiration Mileage, whichever occurs first)

PLAN CA COMPANION STATED COMPONENT "IN-SERVICE" DATE WRAP COVERAGE

Includes all components covered under Plan A Stated Component Coverage ***except*** the components listed under Plan P Powertrain Component Coverage, subject to the items listed under "What Is Not Covered" herein.

(This plan expires on the Expiration Date and Expiration Mileage, whichever occurs first)

SAMPLE

Roadside Assistance (Must be purchased and listed under Coverage Plans on the front of this Agreement in order to receive this benefit): In the event Your Vehicle requires any of the following services: 1) Towing; 2) Flat Tire Service *(with your inflated spare)*; 3) Battery Jump Start; 4) Lock-out Assistance; or 5) Vehicle Fluid Delivery *(cost of fluids extra)*. The cost of these services not payable by Your insurance will be covered up to $100.00 per occurrence. **You must call 24 Hour Roadside Assistance at 1-855-731-9247 prior to receiving roadside services.**

ADDITIONAL BENEFITS

The below benefits are included with all Coverage Plans

Trip Interruption Reimbursement: When a covered breakdown disables Your Vehicle and the covered repairs are completed more than 100 miles away from Your residence, We will reimburse You for lodging and meal expenses incurred by You between the date of the mechanical breakdown and the date on which the covered repairs are completed. You will be reimbursed for actual lodging and meal expenses, up to $75.00 per day, not to exceed a 3-day maximum of $225.00. Valid receipts are required for reimbursement. **You must call 1-833-487-5446 (Claims Service Office) prior to receiving this benefit.** (Trip Interruption Reimbursement available where allowed by law. See State Provisions.)

Substitute Transportation Reimbursement: In the event of a breakdown of a covered component, You may be eligible for substitute transportation reimbursement. Such expense shall be limited to actual per day cost up to $40.00 per day, a 5 day maximum, not to exceed $200.00 per occurrence. To qualify for reimbursement, Your Vehicle must be inoperable and undergoing repair. The substitute vehicle must be rented from the Selling Dealer, the repair facility, or from a licensed rental agency. Reimbursement for substitute transportation shall not continue beyond the day on which repairs are completed, You are notified of completion and Your Vehicle is operable. Valid rental agency receipts will be required for reimbursement. (Substitute Transportation Reimbursement available where allowed by law. See State Provisions.)

Towing Assistance: If towing becomes necessary due to a breakdown of a covered component, actual towing costs, not payable by insurance, will be covered up to $100.00 per occurrence.

SUPPLEMENTAL COVERAGE

The below coverages apply only if purchased and listed under Supplemental Coverage on the front of this Agreement

Commercial Use: When the Commercial Use Supplemental Coverage has been purchased and is listed on the front of this Agreement, We will pay for Covered Breakdowns to Your Vehicle when Your Vehicle is used for Permitted Commercial Purposes. Permitted Commercial Purposes shall include but are not limited to: vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening) or light duty contracting (e.g. electrician, carpenter and plumber).

Rideshare: When the Rideshare Supplemental Coverage has been purchased and is listed on the front of this Agreement, We will pay for Covered Breakdowns to Your Vehicle when Your Vehicle is used for Rideshare (e.g. Uber, Lyft) purposes.

Lift Kit: When the Lift Kit Supplemental Coverage has been purchased and is listed on the front of this Agreement, We will pay for Covered Breakdowns to Your Vehicle when Your Vehicle is equipped with a lift kit not to exceed 6 inches. If the lift kit includes oversize wheels and/or tires, overall width may not exceed 6 inches from original manufacturer tire width and overall height may not exceed 6 inches from original manufacturer tire height. The lift kit itself, all of its assembly and any aftermarket and/or manufacturer or dealer installed lift kit accessories and/or equipment are not covered.

Mobility Equipment: When the Mobility Equipment Supplemental Coverage has been purchased and is listed on the front of this Agreement, coverage is extended to the following parts and components, unless the alterations made to accommodate the equipment fall outside manufacturer's specifications and tolerances: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms.

Snow Plow: When the Snow Plow Supplemental Coverage has been purchased and is listed on the front of this Agreement, coverage is extended to Your Vehicle that is equipped with a snow plow package, including snow plow prep package. The snow plow itself, all its assembly and any aftermarket and/or manufacturer or dealer installed snow plow accessories and/or equipment are not covered. The Vehicle must be used for personal use only.

WHAT TO DO IF REPAIRS ARE NEEDED

If Your Vehicle is within 40 miles of the Selling Dealer You must deliver Your Vehicle to the Selling Dealer at the address shown on the front of this Extended Service Agreement. If Your Vehicle is more than 40 miles from the Selling Dealer, call the Claims Service Office at 1-833-487-5446 for instructions before You deliver Your Vehicle to a licensed repair facility. To assure coverage under the terms of this Agreement, authorization must be obtained prior to teardown or repair.

Emergency Repairs: If emergency repairs covered by this Agreement are required outside normal business hours (i.e., on a weekend or holiday) You should deliver Your Vehicle to a licensed repair facility and have the necessary repairs performed on Your Vehicle at a reasonable and customary charge for the repairs. On the next business day, or as soon as reasonably possible, You must report the repairs by calling the Claims Service Office at 1-833-487-5446. To obtain a reimbursement for emergency repairs, please call the Claims Service Office at 1-833-487-5446. Emergency repairs are defined to be repairs which, if not performed to Your Vehicle, would impair the future operation of Your Vehicle.

WHAT IS NOT COVERED

Any items not listed under the "What Is Covered" section of the specific plan You selected on the front of this Agreement. Incidental or consequential damages or loss caused by breakdown of components (or otherwise) including property damage, personal injury, inconvenience, loss of Your Vehicle use, damage to a covered part by a non-covered part and damage to a non-covered part by a covered part. Also not covered: Repairs covered by any manufacturer's warranty or manufacturer's emissions warranty on Your Vehicle (whether or not transferred with Your Vehicle), manufacturer's recall or factory bulletins, breakdowns of components caused by a defect the manufacturer has publicly announced it would correct, but which You failed to have corrected. If Your Vehicle was not certified for sale within the United States at the time of manufacture, if Your Vehicle has been salvaged, if Your Vehicle's title has been branded or if Your Vehicle has been declared a total loss. Coverage under this Extended Service Agreement does not apply if Your Vehicle: a) Has been used for Prohibited Commercial Purposes, at any time while owned by You. If the Commercial Use Supplemental Coverage has been purchased, Your Vehicle may be used for Permitted Commercial Purposes. b) Has been used for plowing snow, if not otherwise equipped to plow snow by the manufacturer, or is equipped in a condition or manner which exceeds the manufacturer's recommendations for Your Vehicle. If the Snow Plow Supplemental Coverage is purchased and Your Vehicle is used for personal use snow plowing, We will pay for Covered Breakdowns even though Your Vehicle was modified by adding a Snow Plow Package. c) Has been used for competitive driving, racing or towing a trailer whose weight exceeds the manufacturer's recommendations for Your Vehicle. d) Has been used for hire to public, or to transport people for hire. d. Has been used for municipal or professional emergency or police services.

Pre-Existing conditions are not covered (all parts covered under this Agreement must be functioning properly and not in need of repair on the Date of Sale of Your Vehicle and this Agreement). Repairs required because of collision, abuse, overheating or operation without proper lubrication or coolant, road conditions, misuse, negligence, alterations, racing, accidents, fires, floods, riots, acts of God, vandalism, upset, theft, lack of reasonable and proper maintenance, abuse through towing or improper load capacity, abuse through continued operation of Your Vehicle while impaired, or any other losses normally covered by casualty insurance.

Also not covered are excessive oil consumption, loss of compression, and/or gradual reduction in operating performance due to failure of a covered part or parts. Repairs beyond those required to correct the covered failure. Repairs of components which have been modified or added to Your Vehicle after purchase, any repairs on Your Vehicle if Your mileage has been altered or if Your odometer has been tampered with while owned by You. Repairs made outside the 50 United States, its territories and possessions and Canada unless You obtain a written waiver from the Selling Dealer. Any manufacturer's required maintenance. Damage caused by Your failure to take or cause to be taken reasonable precautions to prevent further damage when an apparent problem exists. Diagnostic fees for non-covered repairs and non-emergency repairs performed without the Administrator's approval.

ROADSIDE ASSISTANCE: The following items are not included: a) Cost of parts, fluids, lubricants, or fuel, cost of installation of products or material, accident related towing or other non-emergency service; b) Mounting or the removal of snow tires or chains, tire repair, winching; c) Trucks over one and a half tons capacity, taxicabs or other commercial vehicles; d) Camping trailers, travel trailers or any vehicle in tow; e) Any and all taxes and fines; f) Services on a vehicle that is not in a safe condition to be towed; g) Towing or service on roads not regularly maintained such as sand beaches, open fields, forests, and areas designed as not passable due to law; h) Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law; i) Repeated service calls for a Covered Vehicle in need of routine maintenance or repair; j) Any service available under a manufacturer's warranty or insurance policy; k) Damage or disablement due to fire or vandalism; l) Service obtained independently of SafeRide Motor Club, Inc.; or m) Service in areas where state providers are exclusively utilized [for example, selected state toll roads].

SAMPLE

COMMERCIAL USE SUPPLEMENTAL COVERAGE: You are not covered for Prohibited Commercial Purposes. Prohibited Commercial Purposes shall included and are not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, carry passengers for hire (taxi, limousine or shuttle services), rideshare (i.e. Uber, Lyft) unless You purchased the Rideshare Supplemental Coverage, towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use or business travel when the Vehicle is used by more than one driver.
MECHANICAL: Refrigerant, coolant, and fluids unless required for a covered repair. Service adjustments/cleaning, throttle body assembly (except injectors), contaminated fuel, fluids, and filters; air conditioning recharge, battery/hybrid battery packs/battery cables, bolts and fasteners, belts, dust boots, dust seals, hoses, brakes (front hubs, drums, shoes, lining, disc rotors and pads), exhaust system (including catalytic converter), filters, lights (bulbs, sealed beam and lenses), lubricants, manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders, manual clutch disc, strut inserts, shock absorbers, spark/glow plugs and wires, squeaks and rattles, rust, tires, tune-ups, wheel balancing, wheel alignment, wheel studs, wiper blades, shop supplies and hazardous waste removal. Repairs due to water intrusion, corrosion or carbon buildup. Repairs, retrofit, or replacement of any components caused by or due to compliance with any law or legislation including the Clean Air Act.
EXTERIOR: Service adjustments (glass and body parts), bright metal, bumpers, body panels, handles, door handles, hinges, glass, moldings, outside ornamentation, convertible or vinyl tops, paint, rust, sheet metal, sideview mirrors (glass and housing), air and water leaks, weatherstrip, wheel covers/ornaments and wind noise. Repairs due to water intrusion or corrosion. Physical damage, alignment or bumper and body parts.
INTERIOR: Buttons, carpet, dash pad, door and window handles, handles, knobs, rearview mirror (glass and housing), trim, and upholstery. Repairs due to water intrusion or corrosion. All non-factory-installed items and equipment, such as, but not limited to radios, tape players, compact disc players, audio systems, DVD players, graphic equalizers, speakers, cellular telephones, theft deterrent systems, radar detectors, navigation systems, heads-up display system, information display system, and related components. Mobility Equipment unless you purchased the Mobility Equipment Supplemental Coverage.

LIMITS OF LIABILITY: The total of all benefits paid or payable under this Agreement shall not exceed the actual cash value of the Vehicle as determined by the most current National Auto Dealers Association (NADA) Official Used Car Guide at the time of sale. The total benefits payable for any single repair or replacement shall not exceed the actual cash value of the Vehicle as determined by the most current NADA Official Used Car Guide immediately prior to the Breakdown. If the Vehicle has been financed through FMCC, the total of all benefits paid or payable under this Agreement shall not exceed the Vehicle Purchase Price excluding taxes, title, and license costs.

MAINTENANCE RESPONSIBILITIES: If You fail to perform the manufacturer's recommended maintenance such as oil changes and other periodic services and Your failure results in a breakdown, this will result in loss of Your protection under this Extended Service Agreement. Maintenance records from Your Vehicle's Date of Sale, supported by receipts indicating dates, mileage and services performed, must be kept by You or a subsequent owner of this Extended Service Agreement and made available to the Selling Dealer or repair facility upon request.

CANCELLATION: In the event Your Vehicle is repossessed, declared a total loss, or You elect to give notice of cancellation, this Extended Service Agreement shall terminate. You may cancel this Agreement by submitting a written request to the Selling Dealer containing the following information: the Extended Service Agreement number; Your Vehicle identification number; current mileage; and make and model of Your Vehicle. If You cancel this Agreement within 60 days of its Date of Sale, a full refund will be paid, less the amount of any claims paid or pending. If You cancel this Agreement after 60 days of its Date of Sale, a pro rata refund for the unexpired portion of this Agreement, less the amount of any claims paid or pending, and less a $50.00 cancellation fee will be paid. The amount of the refund will be calculated as follows: The Purchase Price of this Agreement shall be multiplied by the greater of a) the fraction obtained by dividing the total mileage elapsed since the Date of Sale by the difference between the maximum miles covered and Your Vehicle's mileage on the Date of Sale or b) the fraction obtained by dividing the number of months this Agreement has been in effect since the Date of Sale by the difference between the maximum number of months covered under this Agreement and the number of months Your Vehicle was in service prior to the Date of Sale of this Agreement. The difference between the number so obtained and the Purchase Price of this Agreement, less the amount of any claims paid or pending, and less the cancellation fee, is the amount of the refund. A like refund will be paid for termination of this Agreement because Your Vehicle is declared a total loss or repossessed. All refunds will be paid to the Lienholder, if any, otherwise to You. In the event that this Extended Service Agreement is properly transferred to an individual person purchasing Your Vehicle, this Agreement may not be canceled by the new owner of Your Vehicle under any circumstance.
CANCELLATION FEE: The Cancellation Fee is $50.00*. (*where allowed by state law, see state provisions)

TRANSFER OF YOUR VEHICLE OWNERSHIP: In the event You sell Your Vehicle, this Extended Service Agreement shall terminate. You may cancel this Agreement, as outlined above, or apply for a transfer to the new owner. In order to transfer this Agreement; submit immediately (within 15 days of the change in ownership) to the Selling Dealer in writing, along with the transfer fee of $50.00, the following: The Extended Service Agreement number, Your Vehicle identification number, mileage, make and model of Your Vehicle, Date of Sale of Your Vehicle, and the name and address of both You and the new owner of Your Vehicle. This Extended Service Agreement may not be assigned separately from Your Vehicle, nor can it be assigned to a new or used vehicle dealership or anyone other than an individual person purchasing Your Vehicle. Copies of maintenance records must be obtained from You by the new owner of Your Vehicle to assure transfer of the manufacturer's warranty. In the event this Extended Service Agreement is properly transferred to an individual person purchasing Your Vehicle in accordance with the terms and conditions above, this Agreement may not be transferred by the new owner of Your Vehicle to any subsequent owner under any circumstance.

PROVIDER/OBLIGOR/ADMINISTRATOR: The Provider of this Extended Service Agreement is Portfolio Services Limited, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254. Toll Free 1-800-335-8769.

RESPONSIBILITY FOR BENEFITS: The Selling Dealer agrees to submit all applicable sums on Your behalf to the Provider and the Provider will be primarily liable to You for the payment of valid claims under this Extended Service Agreement. This Extended Service Agreement contains the complete Agreement between the parties and is not valid unless signed by both the Agreement Holder and an authorized representative of the Provider. This Extended Service Agreement will terminate when You sell Your Vehicle unless transferred as provided in the Transfer Section or when this Extended Service Agreement is canceled as outlined within the Cancellation Section.

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

SAMPLE

STATE PROVISIONS:

ALABAMA

Pre-existing conditions are not covered by this Extended Service Agreement. CANCELLATION: If You cancel this Extended Service Agreement within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 45 days of Your return of the Extended Service Agreement to the Selling Dealer. If cancelled by the Provider, a written notice shall be mailed to the You at Your last known address, at least 5 days prior to cancellation. Written notice is not required if reason for cancellation is nonpayment of provider fee or material misrepresentation by You. CANCELLATION FEE: The Cancellation Fee is $25.

ALASKA

WHAT IS NOT COVERED: This Extended Service Agreement does provide coverage if Your Vehicle is used for snow removal, provided Your Vehicle is properly equipped. This Extended Service Agreement does not provide coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Agreement) and attorney fees. CANCELLATION: If You cancel this Extended Service Agreement within 60 days and no claims have been paid, a 10% penalty of the unearned Agreement Purchase Price per month will be added to any refund that is not paid or credited within 45 days of Your return of the Agreement to the Selling Dealer. If You cancel this Agreement after 60 days or after a claim has been paid, you will receive a pro rata refund less any claims paid and less a cancellation fee not to exceed 7.5% of the Agreement Purchase Price or $50, whichever is less. The Provider may cancel Your Agreement if the reason for cancellation is nonpayment of the Provider fee, material misrepresentation by You, conviction of a crime which increases hazard covered by the Agreement, fraud, negligent act or omission, physical property changes or break of duty. The Provider shall mail a written notice to You at Your last known address at least 5 days prior to cancellation. The notice shall state the effective date and reason of the cancellation. Prior notice is not required for nonpayment of the Provider fee, fraud or material misrepresentation by You in pursuing a claim under this Agreement. If cancelled by the Provider for a reason other than nonpayment of the Provider fee, You will receive a pro rata refund of any unearned premium, less any claims paid.

ARIZONA

The Dealer will perform, or arrange to have performed, any repair services promised within a reasonable time and in a competent and workmanlike manner. Any unresolved complaints may be reported to the Arizona Department of Insurance, Consumer Affairs Division for relief by asking the Director to attach either the filed bond of Service Company or the filed deposit made by the service company in accordance with A.R.S 20-1095.04. CANCELLATION: This Agreement shall not be cancelled or voided by Us for prior use or unlawful acts relating to the vehicle in accordance with A.R.S 20-1095.06(B)(3)(b). The Provider shall not cancel or void this contract if determined to be issued on any vehicle excluded under WHAT IS NOT COVERED. The Provider shall not cancel or void this Agreement for pre-existing conditions or exclude pre-existing conditions that were known or that reasonably should have been known by Us or the Selling Dealer selling the Agreement on Our behalf. CANCELLATION FEE: The Cancellation Fee is deleted and replaced with $50.00 or 10% of the amount paid by You for this Extended Service Agreement, whichever is less.

CALIFORNIA

WHAT TO DO IF REPAIRS ARE NEEDED: Any reference to 40 miles is deleted and replaced with 20 miles. RESPONSIBILITY FOR BENEFITS: Performance to You under this Extended Service Agreement is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Extended Service Agreement has been denied or has not been honored within 60 days after Your request. The name and address of the insurance company is Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604-2615. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357, or www.insurance.ca.gov. PROVIDER/OBLIGOR/ADMINISTRATOR: Portfolio Services Limited, Inc. DBA Portfolio Insurance Services, Inc., License number 0I81316. CANCELLATION: No administrative fee will be charged for cancellation initiated within the first 60 days after the Date of Sale. Claims paid or pending will not be deducted from any cancellation refund in this state. CANCELLATION FEE: The Cancellation Fee is deleted and replaced with $25.00 or 10% of the refund amount, whichever is less.

CONNECTICUT

The coverage afforded by this Extended Service Agreement is still available should the Extended Service Agreement term lapse while Your Vehicle is in the custody of repair facility for a covered repair. Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with a Purchase Price of $3,000 but less than $5,000 – Provides Coverage for 30 days or 1,500 miles, whichever occurs first; Used vehicles with a Purchase Price of $5,000 or more – Provides Coverage for 60 days or 3,000 miles, whichever occurs first. Your Vehicle may be covered by this law. If so, the following is added to this Extended Service Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Extended Service Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Extended Service Agreement. The required dealer warranty is provided free of charge. Furthermore, the definition, coverage and exclusions stated in the Extended Service Agreement apply only to this Extended Service Agreement and are not the terms of the required dealer warranty. If the parties to this Extended Service Agreement cannot reach an agreement after reasonable efforts to settle a dispute, You may mail a written complaint to State of Connecticut, Insurance Department, PO Box 816, Hartford, Connecticut 06142-0816 Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Purchase Price of the Agreement, the cost of repair and a copy of this Extended Service Agreement. If the assigned examiner is unable to resolve the dispute after receipt of the Provider's response, examiner shall transfer the matter to the Insurance Department's Arbitration Unit for commencement of arbitration proceedings within 10 days of notice thereof, unless objected to by either party during this time. Refer to Connecticut General Statutes § 42-260 for complete dispute resolution procedures. A written complaint may be mailed to State of Connecticut, Insurance Department, PO Box 816, Hartford, Connecticut 06142-0816. Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Purchase Price of the Agreement, the cost of repair and a copy of this Extended Service Agreement. CANCELLATION: You may also cancel this Agreement if You return Your Vehicle or if Your Vehicle is sold, lost, stolen, or destroyed.

DISTRICT OF COLUMBIA

CANCELLATION: A 10% penalty per month shall be added to a refund of an Extended Service Agreement which is cancelled within the first 60 days that is not paid or credited within 45 days after return of the Agreement to the dealer. CANCELLATION FEE: $50 or 10% of the amount paid by the You for this Agreement, whichever is less.

FLORIDA

The rate charged for this Extended Service Agreement is not subject to regulation by the Florida Office of Insurance Regulation. PROVIDER/OBLIGOR/ADMINISTRATOR: Definition is deleted in its entirety and replaced with the following: The Provider of this Extended Service Agreement is Portfolio SE, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254, 1-800-335-8769, Florida License number 31865. OBLIGATIONS: The sentence on the front page of this Agreement "THIS AGREEMENT IS NOT AN INSURANCE CONTRACT" and the sentence in the OBLIGATIONS section "This Extended Service Agreement is not an insurance contract" are deleted in their entirety. CANCELLATION: If You cancel this Extended Service Agreement within 60 days, a full refund will be paid, less any claims paid on the Agreement. No administrative fee will be charged for cancellations initiated within the first 60 days after the Date of Sale. If you cancel this Extended Service Agreement after 60 days, you will receive pro rata refund, less any claims paid on the Agreement and less an administration fee of 10% of the unearned pro rata premium or $50, whichever is less. The Provider may cancel Your Agreement; if there has been material misrepresentation or fraud at the time of sale of the Agreement, You have failed to maintain Your Vehicle as prescribed by the manufacturer, the odometer has been tampered with or disabled and the You have failed to repair the odometer, or for nonpayment of premium by You, in which case the Provider shall provide You notice of cancellation by certified mail. If Your Agreement is cancelled by the Provider, You will receive 100% of the unearned pro rata premium, less any claims paid on the Agreement. TRANSFER FEE: The Transfer Fee is deleted and replaced with $40.

GEORGIA

WHAT IS NOT COVERED: 1) repairs of components which have been modified by You or added to the Your Vehicle after purchase, 2) any repairs on Your Vehicle if Your mileage has been altered or if Your odometer has been tampered with while owned by You, or 3) any alterations made by You or with Your knowledge which cause Your Vehicle to be out of compliance with the manufacturer's specifications are not covered. The sentence "Pre-Existing conditions are…" is revised to read as follows: Pre-Existing conditions known to You are not covered (all parts covered under this Agreement must be functioning properly and not in need of repair at the Date of Sale of Your Vehicle and this Agreement). You may cancel this Extended Service Agreement for any reason at any time by surrendering it or by submitting written notice to the Selling Dealer. CANCELLATION: An administration fee of 10% of the pro rata refund amount or $50, whichever is less, will be applied if this Agreement is canceled by You. If You have canceled this Agreement and have not received the refund from the Provider or the Administrator within 60 days of such cancellation, You may contact Virginia Surety Company, Inc. directly. Company Cancellation: This Agreement is non-cancelable by the Provider except for fraud, misrepresentation, or failure to pay premium. If the Provider cancels this Agreement, You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. Cancellation for non-payment of premium, written notice shall be within 10 days, if canceled for any other reason, written notice shall be within 30 days. Cancellation shall not be in effect less than 30 days prior to the effective date of the notice. If the Provider cancels this Agreement, earned premiums shall be completed on a prorated basis. Claims paid or pending will not be deducted from any cancellation refund in this state. In the event Your Vehicle is repossessed or declared a total loss there will be no coverage provided under this Extended Service Agreement.

GUAM

CANCELLATION: If You cancel this Extended Service Agreement within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 60 days of Your return of the Extended Service Agreement to the Selling Dealer. If the provider cancels this Agreement for any reason other than for nonpayment, material misrepresentation by You, or a substantial breach of duties by You, the Provider shall mail a written notice to You at least 5 days prior to the cancellation that sates the effective date and reason for cancellation.

HAWAII

Pre-existing conditions are not covered by this Extended Service Agreement. Breakdown means the failure of a Covered Part under normal service due to defects in material and workmanship. A Covered Part has failed when it can no longer perform the function for which it was solely designed because of its condition and not because of the action or inaction of any non-covered parts. Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with less than 25,000 miles at Date of Sale – Provides Coverage for 90 days or 5,000 miles, whichever occurs first; Used vehicles with 25,000 miles or more but less than 50,000 miles at the Date of Sale – Provides Coverage for 60 days or 3,000 miles, whichever occurs first; Used vehicles with 50,000 miles or more but less than 75,000 miles at the Date of Sale – Provides Coverage for 30 days or 1,000 miles, whichever occurs first. Your Vehicle may be covered by this law. If so, the following is added to this Extended Service Agreement. In addition to the dealer warranty required by this law, You have elected to purchase this Extended Service Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Extended Service Agreement. The required dealer warranty is provided free of charge. Furthermore, the definition, coverage and exclusions stated in this Extended Service Agreement apply only to this Extended Service Agreement and are not the terms of the required dealer warranty. CANCELLATION: If You cancel this Extended Service Agreement, a 10% penalty per month will be added to any refund that is not paid or credited within 45 days of Your return of the Extended Service Agreement to the Selling Dealer.

IDAHO

Coverage afforded under this Extended Service Agreement is not guaranteed by the Idaho Insurance Guarantee Administration.

ILLINOIS

CANCELLATION FEE: The Cancellation fee is $50 or 10% of the refund amount, whichever is less.

INDIANA

Your proof of payment to the Selling Dealer for this Extended Service Agreement shall be considered proof of payment to the Insurance Company which guarantees the obligations of the Provider, provided such insurance was in effect at the time You purchased this Extended Service Agreement. Pre-Existing conditions are further defined as any conditions known at Your Vehicle Date of Sale and issuance of this Extended Service Agreement. This Extended Service Agreement is not insurance and is not subject to Indiana insurance law. CANCELLATION: If Your cancellation refund is not paid within 60 days after the Extended Service Agreement has been returned to the Selling Dealer, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604.

IOWA

If You have an questions regarding Your Agreement, You may address them to the Iowa Insurance Commissioner at the following: Iowa Insurance Division, Two Ruan Center, 601 Locust St, 4th floor, Des Moines, Iowa 50309-3738. CANCELLATION: If the Provider cancels this Agreement for any reason other than non-payment, material misrepresentation by You, or a substantial breach of duties by You, the Provider shall mail a written notice to You at least 15 days prior to cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. If You cancel this Agreement, a 10% penalty per month will be added to any refund that is not paid or credited within 30 days of Your return of the Agreement to the Selling Dealer. CANCELLATION FEE: $50 or 10% of the contract purchase price, whichever is less.

KANSAS

40-2,118. FRAUDULENT INSURANCE ACT DEFINED (a) For purposes of this act a "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto, or conceals, for the purpose of misleading, information concerning any fact material thereto.

SAMPLE

KENTUCKY
The trip interruption benefit is not available in this state.
LOUISIANA
This Extended Service Agreement is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding Your Agreement may be directed to the Attorney General's Office. CANCELLATION: If You cancel this Agreement, a 10% penalty per month will be added to any refund that is not paid or credited within 45 days of Your return of the Agreement to the Provider. If cancelled by the Provider, a written notice shall be mailed to You at Your last known address at least 15 days prior to cancellation. Prior notice is not required if the reason for cancellation is (1) nonpayment of the provider fee, (2) a material misrepresentation by You to the Provider, or (3) a substantial breach of duties by You.
MAINE
Pre-existing conditions are not covered by this Extended Service Agreement. CANCELLATION: If You cancel this Extended Service Agreement within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 45 days of Your return of the Extended Service Agreement to the Selling Dealer. The Provider of the Extended Service Agreement shall mail a written notice to the Agreement Holder at the last known address of the Agreement Holder at least 15 days prior to the cancellation by the Provider. If cancelled by the Provider for any other reason than nonpayment of the Provider fee, the Provider shall refund to the Agreement Holder 100% of the unearned pro rata Provider fee, less any claims paid. CANCELLATION FEE: The Cancellation fee is $25 or 10% of the refund amount, whichever is less.
MARYLAND
If the Provider fails to perform the services afforded under this Agreement, the Agreement shall extend and not terminate until any pending services are provided in accordance with all terms & conditions of the Agreement. In the event of a dispute with the Provider of the contract, You may contact the Provider directly for a reasonable opportunity to informally settle the dispute per Maryland Commercial Law Article 14-407(a)(2). CANCELLATION: If You cancel this Extended Service Agreement within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 45 days of Your return of the Extended Service Agreement to the Selling Dealer.
MASSACHUSETTS
NOTICE TO CUSTOMER: THE COVERAGE YOU ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS EXTENDED SERVICE AGREEMENT. Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of motor vehicles as follows: Used vehicles with less than 40,000 miles at the Date of Sale – Provides Coverage for 90 days or 3,750 miles, whichever occurs first; Used vehicles with 40,000 miles or more but less than 80,000 miles at the Date of Sale – Provides Coverage for 60 days or 2,500 miles, whichever occurs first; Used vehicles with 80,000 miles or more but less than 125,000 miles at the Date of Sale – Provides Coverage for 30 days or 1,250 miles, whichever occurs first. Your Vehicle may be covered by this law. If so, the following is added to this Extended Service Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Extended Service Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Extended Service Agreement. The required dealer warranty is provided free of charge. Furthermore, the definition, coverage and exclusions stated in the Extended Service Agreement apply only to this Extended Service Agreement and are not the terms of the required dealer warranty.
MICHIGAN
If the performance of this Extended Service Agreement is interrupted because of a strike or work stoppage at the Selling Dealer or repair facility, the term of the Extended Service Agreement shall be extended for the period of the strike or work stoppage.
MINNESOTA
The coverages listed below are provided to You by the dealer at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the Date of Sale as follows: Used vehicles with less than 36,000 miles at the Date of Sale – Provides Coverage for 60 days or 2,500 miles, whichever occurs first; Used vehicles with 36,000 miles or more but less than 75,000 miles on the Date of Sale – Provides Coverage for 30 days or 1,000 miles, whichever occurs first. Engine: Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter. Transmission: Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. Drive Axle: Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis. Brakes: Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers. Steering: Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack. Note: The following parts are covered only on vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter. The above coverages are excluded from this Extended Service Agreement during the applicable warranty period, unless the dealer becomes unable to meet its obligations. Your rights and obligations are fully explained in the dealer issued used vehicle limited warranty document. CANCELLATION: If You cancel this Extended Service Agreement within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 45 days of Your return of the Extended Service Agreement to the Selling Dealer.
MISSISSIPPI
This Extended Service Agreement offered by the Selling Dealer is not provided, administered or sponsored by a vehicle manufacturer or distributor. It is offered to You by the Selling Dealer with Agreement services provided as indicated in this Extended Service Agreement. ADDITIONAL BENEFITS: 24 Hour Roadside Assistance services (if provided under Your Extended Service Agreement) is provided by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-877-229-4913. CANCELLATION: If You cancel this Extended Service Agreement, a 10% penalty per month will be added to any refund that is not paid or credited within forty-five (45) days of Your return of the Extended Service Agreement to the Selling Dealer. The Provider may only cancel this Extended Service Agreement for (1) nonpayment of the provider fee, (2) a material misrepresentation by You to the Provider, or (3) a substantial breach of duties by You relating to the covered product or its use. In the event of cancellation by the Provider for reason other than nonpayment of the provider fee, the Provider shall refund to You one hundred percent (100%) of the unearned pro rata purchase price of the Extended Service Agreement. If cancelled by the Provider, a written notice shall be mailed to You at Your last known address at least 30 days prior to cancellation. Written notice for non-payment of the Contract Retail Price shall be mailed at least 10 days prior to cancellation. CANCELLATION FEE: The Cancellation fee shall not exceed ten percent (10%) of the Agreement Purchase Price.
MISSOURI
This Extended Service Agreement is not an insurance contract. CANCELLATION: If You cancel this Extended Service Agreement, You will receive a written confirmation of termination within 45 days. If You cancel this Extended Service Agreement within sixty (60) days, a full refund will be paid, less any claims paid on the Agreement. If You cancel this Extended Service Agreement within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 45 days of Your return of the Extended Service Agreement to the Selling Dealer. A claim against the Provider may also include a claim for return of the unearned Provider fee.
NEVADA
This Extended Service Agreement is non-renewable. Pre-existing conditions are not covered by this Extended Service Agreement. CANCELLATION: If You cancel this Extended Service Agreement within 60 days and no claims have been paid, a 10% penalty of the Agreement Purchase Price per month will be added to any refund that is not paid or credited within 45 days of Your return of the Extended Service Agreement to the Selling Dealer. No Agreement that has been in effect for at least 70 days may be cancelled by the Provider before the expiration of the agreed term or 1 year after the Agreement Date of Sale, whichever occurs first, except any of the following grounds: 1. Failure by You to pay an amount when due: 2. Conviction of the Agreement Holder of a crime which results in an increase of the service required under the Agreement: 3. Discovery of fraud or material misrepresentation by You in obtaining the Agreement, or in presenting a claim for service there under; 4. Discovery of: (a) An act or omission by You; or (b) A violation by You of any condition of the Agreement, which occurred after the Agreement Date of Sale which substantially and materially increases the service required under the Agreement; or 5. A material change in the nature or extent of the required service or repair which occurs after the Agreement Date of Sale which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Agreement was issued or sold. If the Provider cancels the Agreement, We shall mail a written notice of cancellation to You at the last known address before the 15th day preceding the effective date of the cancellation. The notice will state the effective date of cancellation and the reason for cancellation. No cancellation fee will be imposed if the Provider cancels the Agreement. Per NAC 690C.120(4); the cost of claims paid, or services provided will not be deducted from any refund pursuant to this contract. CANCELLATION/TRANSFER FEE: The Cancellation/Transfer Fee is deleted and replaced with $25.00. If you are not satisfied with the manner in which We are handling a claim under this Extended Service Agreement, You may contact the Commissioner of Insurance at toll-free number (888) 872-3234.
NEW JERSEY
CANCELLATION: If You cancel this Extended Service Agreement within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 45 days of Your return of the Extended Service Agreement to the Selling Dealer. If the Provider cancels the Agreement for any reason other than nonpayment of the Agreement Purchase Price, material misrepresentation by You, or a substantial breach of duties by You, a written notice shall be delivered to You at Your last known address at least 5 days prior to the effective date of cancellation by the Provider. Such notice shall state the effective date of the cancellation and the reason for the cancellation. If the Provider cancels this Agreement within 60 days, a full refund will be paid. If the Provider cancels this Agreement after 60 days, a pro rata refund will be paid.
NEW HAMPSHIRE
RESPONSIBILITY FOR BENEFITS: If You are not satisfied with the insurance company's response, You may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261. CANCELLATION: In the event of cancellation, the Lienholder, if any, will be named on the refund check as their interest may appear. TRANSFER FEE: No Transfer Fee will be charged.
NEW MEXICO
The Provider of this Extended Service Agreement is Portfolio Services Limited, Inc., 14651 Dallas Pkwy., Ste. 502, Dallas, TX 75254, (800) 705-4001. If you have any concerns regarding the handling of a claim under this Agreement, you may contact the Office of Superintendent of Insurance at 1-855-427-5674. PURCHASE PRICE: Final Contract Purchase Price (Service Agreement Price) to be determined prior to presentation of contract to consumer for signature. CANCELLATION: If You cancel this Agreement within sixty (60) days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within sixty (60) days of Your return of the Agreement to the Selling Dealer. No Contract that has been in effect for at least seventy (70) days may be cancelled by the Provider before the expiration of the agreed term or one (1) year after the Contract Retail Date, whichever occurs first, except any of the following grounds: 1. Failure by You to pay an amount when due: 2. Conviction of the holder of a crime which results in an increase of the service required under the contract: 3. Discovery of fraud or material misrepresentation by You in obtaining the Contract, or in presenting a claim for service there under; 4. Discovery of: (a) An act or omission by You; or (b) a violation by You of any condition of the Contract, which occurred after the Contract Retail Date which substantially and materially increases the service required under the Contract; or 5. A material change in the nature or extent of the required service or repair which occurs after the Contract Retail date which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold. If We cancel the Contract, We shall mail a written notice of cancellation to You at the last known address before the fifteenth (15Th) day preceding the effective date of the cancellation. The notice will state the effective date of cancellation and the reason for cancellation. CANCELLATION FEE: $50 or 10% of the Agreement purchase price, whichever is less. This Agreement is non-renewable.
NEW YORK
Pre-existing conditions are not covered by this Extended Service Agreement. Section 198b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with 36,000 miles or less on the Date of Sale – Provides Coverage for 90 days or 4,000 miles, which ever occurs first; Used vehicles with more than 36,000 miles but less than 80,000 miles on the Date of Sale – Provides Coverage for 60 days or 3,000 miles, whichever occurs first; Used vehicles with 80,000 miles or more but not more than 100,000 miles on the Date of Sale – Provides Coverage for 30 days or 1,000 miles whichever occurs first. Your Vehicle may be covered by this law. If so, the following is added to this Extended Service Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Extended Service Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Extended Service Agreement. The required dealer warranty is provided free of charge. Furthermore, the definition, coverage and exclusions stated in the Extended Service Agreement apply only to this Agreement and are not the terms of the required dealer warranty. The trip interruption benefit is not available in this state. CANCELLATION: If You cancel this Extended Service Agreement within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 30 days of Your return of the Extended Service Agreement to the Selling Dealer. CANCELLATION FEE: The Cancellation fee is $25.
NORTH CAROLINA
ADDITIONAL BENEFITS: 24 Hour Roadside Assistance services (if provided under Your Extended Service Agreement) is provided by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-877-229-4913. CANCELLATION: In the event of cancellation, the Lienholder, if any, will be named on the refund check as their interest may appear. CANCELLATION FEE: $25 or 10% of the refund amount, whichever is less.

Sample

OKLAHOMA
Coverage afforded under this Extended Service Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. This Extended Service Agreement is not issued by the manufacturer or wholesale company marketing the product. This Extended Service Agreement will not be honored by such manufacturer or wholesale company. ADDITIONAL BENEFITS: 24 Hour Roadside Assistance services (if provided under Your Extended Service Agreement) is provided by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-877-229-4913. CANCELLATION: is deleted in its entirety and replaced with the following: In such event You or the Lienholder shown on the front must submit immediately to the Selling Dealer in writing the following: The Extended Service Agreement number, Your Vehicle identification number, mileage, make and model of Your Vehicle. You or the Lienholder must also submit an Odometer Disclosure Statement or a substantially similar certified or notarized document indicating the current mileage of Your Vehicle. In the event of repossession or total loss the Lienholder will be the sole payee. If the Extended Service Agreement is canceled by You, You will receive 100% of the unearned pro-rata Extended Service Agreement Purchase Price, less an administrative fee of $50 or 10% of the unearned pro-rata Extended Service Agreement Purchase Price, whichever is less. In the event the Extended Service Agreement is canceled by the association, the unearned pro-rata refund shall be based upon 100% of the Extended Service Agreement Purchase Price. PROVIDER: The Provider of this Extended Service Agreement is Portfolio Services Limited, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254, 1-800-335-8769; Service Warranty Association License #44201177.

OHIO
This Extended Service Agreement is not insurance and is not subject to the insurance laws of the state of Ohio.

OREGON
ADDITIONAL BENEFITS: 24 Hour Roadside Assistance services (if provided under Your Extended Service Agreement) is provided by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-877-229-4913, however, the Provider is ultimately responsible for providing these benefits. Any failure to provide such benefits by SafeRide Motor Club, Inc. or the Provider as specified in this contract will be covered by the Provider's reimbursement insurance policy.

RHODE ISLAND
Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with less than 36,000 miles on the Date of Sale – Provide Coverage for 90 days or 4,000 miles, whichever occurs first; Used vehicles with 36,000 miles or more but less than 100,000 miles on the Date of Sale –Provide Coverage for 30 days or 1,000 miles, whichever occurs first. Your Vehicle may be covered by this law. If so, the following is added to this Extended Service Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Extended Service Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Extended Service Agreement. The required dealer warranty is provided free of charge. Furthermore, the definition, coverage and exclusions stated in the Extended Service Agreement apply only to this Extended Service Agreement and are not the terms of the required dealer warranty.

SOUTH CAROLINA
If You have questions, concerns or complaints regarding Your Extended Service Agreement, You may address them to: South Carolina Department of Insurance, P.O. Box 100105 Columbia, SC 29202-3105, 1-803-737-6180. Pre-existing conditions are not covered by this Extended Service Agreement. CANCELLATION: If You cancel this Extended Service Agreement within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 45 days of Your return of the Extended Service Agreement to the Selling Dealer. If the Provider cancels the Agreement for any reason other than non-payment of the Agreement Purchase Price, material misrepresentation by You, or a substantial breach of duties by You, the Provider shall mail a written notice to You at Your last known address at least 15 days prior to cancellation by the Provider. Such notice shall state the effective date of the cancellation and the reason for the cancellation.

TEXAS
The Administrator is Portfolio Services Limited, Inc., License #666. Unresolved complaints or questions concerning the regulation of service contracts (Extended Service Agreements) may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202. Pre-existing conditions are not covered by this Extended Service Agreement. CANCELLATION: If You cancel this Extended Service Agreement within 60 days of Your purchase of the Extended Service Agreement and You have not incurred a claim, this Extended Service Agreement shall be void and a 100% refund of the full amount paid will be made. A 10% penalty per month shall be added to any refund on a voided Extended Service Agreement that is not paid within 45 days of return of this Extended Service Agreement to the Selling Dealer. If Your cancellation refund is not paid within 45 days after the Extended Service Agreement has been returned to the Selling Dealer, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If the Provider cancels the Agreement, the Provider shall mail a written notice of cancellation to You at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Agreement Purchase Price, a material misrepresentation by You, or a substantial breach of duties by You relating to Your Vehicle or its use. Such notice shall state the effective date of the cancellation and the reason for the cancellation. If Your Agreement is cancelled by the Provider, You will receive a pro rata refund of the Agreement Purchase Price, less any claims paid. No cancellation fee will be imposed if the Provider cancels the Agreement. The trip interruption benefit is not available in this state.

UTAH
You have the option of financing this Extended Service Agreement or paying for it in full at the time of purchase. Coverage provided under this Extended Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. This Extended Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. ADDITIONAL BENEFITS: 24 Hour Roadside Assistance services (if provided under Your Extended Service Agreement) is provided by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-877-229-4913. WHAT TO DO IF REPAIRS ARE NEEDED: The definition of Emergency Repairs is deleted and replaced with the following; Emergency Repairs include any breakdown that occurs outside of normal business hours. CANCELLATION: Additionally, If the Provider cancels this agreement for; (1) material misrepresentation, (2) substantial change in risk, or (3) substantial breach of contractual duties, first-class written notice will be mailed to You 30 days prior to the effective date of the cancellation, at the address shown on the registration. For non-payment of premium, first-class written notice will be mailed to you 10 days prior to the effective date of cancellation and will state the reason for cancellation.

VIRGINIA
If any promise made under this Extended Service Agreement 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.

WISCONSIN
THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. ADDITIONAL BENEFITS: 24 Hour Roadside Assistance services (if provided under Your Extended Service Agreement) is provided by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-877-229-4913. WHAT TO DO IF REPAIRS ARE NEEDED: The sentence, "To ensure coverage under the terms of this Extended Service Agreement authorization must be obtained prior to repair." is deleted in its entirety. CANCELLATION: If You cancel this Extended Service Agreement within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 45 days of Your return of the Extended Service Agreement to the Selling Dealer. The Provider may cancel Your Agreement if the reason for cancellation is nonpayment of the Provider fee, a material misrepresentation by You to the Provider or a substantial breach of duties by You relating to the covered product or its use. Additionally, if cancelled by the Provider, the Provider shall mail a written notice to You at Your last known address, contained in our records, at least 5 days prior to cancellation by the Provider. The notice shall state the effective date and reason of the cancellation. If cancelled by the Provider for a reason other than nonpayment of the Provider fee, You will receive a pro rata refund of any unearned premium, less any claims paid. OBLIGATIONS: If the Provider does not provide, reimburse or pay for a service that is covered under this Agreement within 61 days after the Agreement Holder provides proof of loss, or if the Provider becomes insolvent or otherwise financially impaired, the Agreement Holder may file a claim directly with the reimbursement insurer for reimbursement, payment, or provision of the service. The reimbursement insurer is Virginia Surety Company, Inc., 175 W. Jackson Blvd, Chicago, IL 60604, 1-800-209-6206. CANCELLATION FEE: The Cancellation fee is deleted and replaced with $25.00 or 10% of the refund amount, whichever is less. No administrative fee will be charged in the event of total loss. In situations involving subrogation, the Agreement Holder will be made whole before the company may retain amounts it has recovered.

WYOMING
Pre-existing conditions are not covered by this Extended Service Agreement. CANCELLATION: If You cancel this Extended Service Agreement within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 45 days of Your return of the Extended Service Agreement to the Selling Dealer. If this Agreement has been financed, the Lienholder may cancel the Agreement and be named sole payee on any refund should Your Vehicle be declared a total loss or is repossessed. Otherwise, any refund check will be made payable to the Agreement Holder and the Lienholder as their interest may appear. The Provider of the Extended Service Agreement shall mail a written notice to the Agreement Holder at the last known address of the Agreement Holder contained in the records of the Provider at least 10 days prior to cancellation by the Provider. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee, a material misrepresentation by the Agreement Holder to the Provider or a substantial breach of duties by the Agreement Holder relating to the covered product or its use.

SAMPLE