THE MECHANIC®

Agreement # [redacted]

Vehicle Service Contract
For New & Pre-Owned Vehicles
INFORMATION SCHEDULE

VEHICLE

Year, Make, Model, VIN [redacted] Vehicle Code

CUSTOMER

Buyer [redacted] Co-Buyer

Address, City, State, ZIP [redacted]

Phone Cell [redacted] Home Email [redacted]

SELLING DEALER

Dealer Name, Dealer Number [redacted]

Address, City, State, ZIP [redacted]

Phone Dealer Representative [redacted]

LIENHOLDER/LESSOR

Lienholder/Lessor, Phone [redacted]

Address, City, State, ZIP [redacted]

VEHICLE SERVICE CONTRACT INFORMATION

Coverage Plan Including Optional Coverage (If applicable)

	Purchase Date [redacted]
Term Months [redacted]	*Expiration Date* [redacted]
Term Miles [redacted]	Current Mileage [redacted]
Waiting Period Months [redacted]	*Expiration Mileage* [redacted]
Waiting Period Miles [redacted]	Selling Dealer Network Deductible [redacted]
Service Contract Price [redacted]	Out-of-Network Deductible [redacted]

SAMPLE

Notice to Customer:

- **Coverage under this Vehicle Service Contract begins after the Waiting Period ends.**
- **The purchase of this Vehicle Service Contract is not required to obtain financing or to purchase or lease this Vehicle. The Service Contract Price may be financed with the purchase of this Vehicle. Other payment options may be available.**
- **You must follow the maintenance guidelines listed in Section VIII. Your Responsibilities. If Your failure to follow the maintenance guidelines causes a Breakdown, You may be denied coverage.**
- **You are required to obtain authorization prior to beginning any repairs covered by this Vehicle Service Contract. Refer to Section VIII. Your Responsibilities for instructions.**
- **This Vehicle Service Contract runs concurrent with, and is secondary to, any applicable manufacturer's Warranty.**
- **If the manufacturer's Warranty is void at the Purchase Date or becomes void during the Service Contract Term, We will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's Warranty, until the full term of the manufacturer's Warranty elapses. However, We will continue to provide any other coverage under this Vehicle Service Contract, unless such coverage is otherwise excluded by the terms of this Vehicle Service Contract.**
- **The benefits provided under automotive retailer Warranties required by state law are not covered by this Vehicle Service Contract.**

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

[redacted]

Buyer Signature

Co-Buyer Signature

Provider and Administrator

- **In AL:** Automotive Warranty Services, Inc. dba Alabama Warranty Services, Inc.
- **In AZ, IA & WY:** Consumer Program Administrators, Inc.
- **In CA:** Motor Warranty Services of North America, California License #0E40891
- **In FL, LA & OK:** Automotive Warranty Services of Florida, Inc., Florida License #60023, Oklahoma License #44198051
- **All Other States:** Automotive Warranty Services, Inc., Texas License #168

All located at 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-621-2130

For Emergency Roadside Assistance:
Toll-free 1-866-603-5420

To File a Claim:
Visit us at www.mrclaims.net

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Year, Make, Model, VIN [redacted] Vehicle Code

CUSTOMER

Buyer [redacted] Co-Buyer

Address, City, State, ZIP [redacted]

Phone Cell [redacted] Home Email [redacted]

SELLING DEALER

Dealer Name, Dealer Number [redacted]

Address, City, State, ZIP [redacted]

Phone [redacted] Dealer Representative [redacted]

LIENHOLDER/LESSOR

Lienholder/Lessor, Phone [redacted]

Address, City, State, ZIP [redacted]

VEHICLE SERVICE CONTRACT INFORMATION

Coverage Plan Including Optional Coverage (If applicable)

	Purchase Date [redacted]
Term Months [redacted]	*Expiration Date* [redacted]
Term Miles [redacted]	Current Mileage [redacted]
Waiting Period Months	*Expiration Mileage* [redacted]
Waiting Period Miles	Selling Dealer Network Deductible [redacted]
Service Contract Price [redacted]	Out-of-Network Deductible [redacted]

SAMPLE

[redacted]

Buyer Signature

Provider and Administrator

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THE MECHANIC VEHICLE SERVICE CONTRACT

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

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I. KEY TERMS

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

"Provider", **"We"**, **"Us"**, **"Our"** and **"Administrator"** mean Automotive Warranty Services, Inc., Texas License #168, except in the state of Alabama where **Provider**, **We**, **Us**, **Our** and **Administrator** means Automotive Warranty Services, Inc. dba Alabama Warranty Services, Inc.; in the states of Arizona, Iowa and Wyoming where **Provider**, **We**, **Us**, **Our** and **Administrator** mean Consumer Program Administrators, Inc.; in the state of California where **Provider**, **We**, **Us**, **Our** and **Administrator** mean Motor Warranty Services of North America, California License #0E40891; in the states of Florida, Louisiana and Oklahoma where **Provider**, **We**, **Us**, **Our** and **Administrator** mean Automotive Warranty Services of Florida, Inc., Florida License #60023 and Oklahoma License #44198051, all located at 175 West Jackson Blvd., Chicago, IL 60604, 1-800-621-2130.

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

"Cost" means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.

We may use replacement parts in covered repairs that may include new, remanufactured, used or non-original equipment manufacturer parts.

"Deductible" means the amount **You** must pay per visit for covered repairs shown on the Information Schedule. The **Selling Dealer Network Deductible** applies when covered repairs are performed at **Your Selling Dealer** or any other **Selling Dealer Network** location. The Out-of-Network **Deductible** applies when covered repairs are performed elsewhere. For a complete list of **Selling Dealer Network** locations, please contact **Your Selling Dealer**.

"Permitted Commercial Purposes" means **Your Vehicle** is used for commercial purposes including but 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).

"Prohibited Commercial Purposes" means **Your Vehicle** is used for commercial purposes including but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, carry passengers for hire (taxi, limousine or shuttle services), rideshare (i.e. Uber, Lyft) unless **You** purchased the Rideshare Optional 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.

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

"Repair Facility" means a franchised automotive retailer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of not less than 12 months and 12,000 miles. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs.

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

"Selling Dealer Network" means any dealer owned by, owning or under common ownership with the **Selling Dealer**.

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

"Term Miles" means the number of miles for the Service Contract Term shown on the Information Schedule.

"Term Months" means the number of months for the Service Contract Term shown on the Information Schedule.

"Vehicle" means the vehicle shown on the Information Schedule.

"Waiting Period" means the number of months (**Waiting Period Months**) that must elapse from the **Purchase Date** before coverage begins and the number of miles (**Waiting Period Miles**) that must be driven from the Current Mileage before coverage begins.

"Waiting Period Miles" means the number of miles shown on the Information Schedule.

"Waiting Period Months" means the number of months shown on the Information Schedule.

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

"You" and **"Your"** mean the Customer shown on the Information Schedule or an eligible person to whom this Service Contract has been properly transferred.

SAMPLE

II. WHAT THIS SERVICE CONTRACT COVERS

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

We may use replacement parts in covered repairs that may include new, remanufactured, used or non-original equipment manufacturer parts.

ENGINE COVERAGE

When the ENGINE Coverage Plan has been purchased as indicated on the Information Schedule, only the following parts are covered. Parts not listed are not covered.

Assembly Parts Covered

1. ENGINE Gasoline Engine – All internal lubricated parts including but not limited to: (Balance shafts, Cam bearings, Cam tower, Camshaft, Connecting rods, Crankshaft, Cylinder block, Cylinder head, Harmonic balancer and retainer bolt, Lifters, Oil filter adapter/housing, Oil pump and pressure relief valve, Piston rings, Pistons, Pushrods, Rocker arms (cam followers), Rod and main bearings, Timing belt and pulleys, Timing belt tensioner, Timing chain housing (cover), Timing chain and sprockets, Valve springs, Valves and guides, Wrist pins). Crankshaft pulley, Dipstick and tube, Engine mounts, Engine oil cooler hoses, Engine oil sending unit, Expansion (freeze) plugs, Flywheel, Fuel supply pump, Intake and exhaust manifolds, Oil pan, Oil pump housing, Temperature sending unit, Thermostat and housing, Vacuum pump, Valve covers, Water pump. Fasteners for the components within this assembly.

Turbocharged/Supercharged/Rotary/Diesel/Enhanced Engines – All of the above listed parts or equivalent plus: Bypass valve, Clutch and pulley, Compressor, Hard lines, Injection pump, Intercooler, Lines and nozzles, Supercharger, Turbocharger, Waste gate controller.

POWERTRAIN COVERAGE

When the POWERTRAIN Coverage Plan has been purchased as indicated on the Information Schedule, only the following parts, in addition to the parts listed under the Engine Coverage, are covered. Parts not listed are not covered.

Assembly Parts Covered

2. TRANSMISSION Automatic – All internal lubricated parts including but not limited to: (Bands, Bearings, Bushings, Clutches, Drums, Gear sets, Governor, Main shaft, Oil pump, Sealing rings, Solenoids, Torque converter, Transmission case, Valve body). Continuously variable transmission (CVT) and all internal components, Cooler, Cooler hoses and hard lines, Dipstick and tube, Electronic shift control unit, Flex plate and ring gear, Shift lever knob, Shift linkage and cables, Throttle valve cable, Transmission mounts, Transmission pan, Vacuum modulator. Fasteners for the components within this assembly.

Standard – All internal lubricated parts including but not limited to: (Bearings, Bushings, Gear sets, Main shaft, Shift forks, Synchronizers, Transmission case). Clutch master cylinder, Clutch slave cylinder, Shift cable, Shift lever knob, Transmission mounts. Fasteners for the components within this assembly.

Transfer Case – (4X4 vehicles) – All internal lubricated parts including but not limited to: (Bearings, Bushings, Chain and sprockets, Gear sets, Main shaft, Transfer case). Electronic and vacuum engagement components, Mounts, Transfer case control unit. Fasteners for the components within this assembly.

3. FRONT WHEEL DRIVE All internal parts including but not limited to: (Axle shafts, Bearings, Bushings, Carrier case, Chain and sprockets, Final drive housing, Gear sets). Drive shaft support, Front hub bearings, Locking hub assemblies (4X4), Rear hub bearings, Universal joints. Fasteners for the components within this assembly.

4. REAR WHEEL DRIVE All internal lubricated parts including but not limited to: (Axle shafts, Bearings, Bushings, Carrier case, Drive axle housing, Gear sets, Limited slip clutch pack). Drive shaft support, Front hub bearings, Propeller shafts, Rear hub bearings, Universal joints. Fasteners for the components within this assembly.

5. HYBRID/ELECTRIC VEHICLE COMPONENTS Electric coolant pump, Electric oil pump, Electric motor/generator(s) and all internal components, Inverter/converter/transformer units and all internal components, Inverter/converter/transformer units cover, Power split device and all internal components, Reduction/reducer box and all internal components. Fasteners for the components within this assembly.

SILVER COVERAGE

When the SILVER Coverage Plan has been purchased as indicated on the Information Schedule, only the following parts, in addition to the parts listed under the Engine and Powertrain Coverage, are covered. Parts not listed are not covered.

Assembly Parts Covered

6. STEERING All internal lubricated parts including but not limited to: (Bearings, Bushings, Housing/case, Rack and pinion equipped valve assembly, Sealing rings, Sector shaft). Center link/drag link, Cooler and hard lines, Coupling, Electric power steering motor, Fluid reservoir, Idler arm, Inner rod ends and bellows boots, Pitman arm, Power cylinder assembly, Power steering pump and pulley, Pressure and return hoses, Rack mounts and cushions, Speed sensor or steering gear equipped pitman shaft and valve assembly, Steering main and intermediate shafts, Tie rods. Fasteners for the components within this assembly. (Does not include “rear wheel steering” components.)

7. FRONT SUSPENSION Bump stop cushions, Control arm shafts, King pins, Stabilizer linkage including mounts and bushings, Stabilizer shaft, Steering knuckle (spindle), Strut rods and bushings, Torsion bar mounts and bushings, Upper and lower ball joints including dust boots, Upper and lower control arms, Wheel bearings and seals. Fasteners for the components within this assembly.

8. BRAKES Assist booster, Backing plates, Brake pedal shaft, Clips and retainers, Combination valve, Disc brake calipers (and rear caliper actuators), Hard lines and fittings, Master cylinder, Parking brake linkage and cables, Self-adjusters, Springs, Wheel cylinders. Fasteners for the components within this assembly.

9. FUEL INJECTION Electronic fuel injection system (including all input/sensors & output/control units, except EGR valve, related to the fuel injection system), Idle speed or automatic idle speed assemblies, Injectors, Powertrain control module (PCM).

10. ELECTRICAL Alternator, Distributor and coil, Electronic ignition module, Engine management control unit, Front and rear windshield wiper motors and delay controller, Knock sensor, Manually operated switches (specifically turn signal, headlight, dimmer, and wiper switches), Mechanically actuated switches (ignition, brake light and neutral safety switch), Oxygen sensor, Starter motor and drive, Starter solenoid, Voltage regulator, Wiring harnesses.

11. AIR CONDITIONING Accumulator, Clutch and pulley, Compressor and mounting brackets, Condenser, Drier, Evaporator, High/low pressure cutoff switches, High/low pressure hoses, Orifice tube, Pressure cycling switch, Temperature control head, Temperature control programmer, Thermostat, Fasteners for the components within this assembly and Freon-refrigerant if necessary in conjunction with the repair of the components within this assembly.

12. HYBRID/ELECTRIC VEHICLE COMPONENTS Electric A/C compressor, Junction block, Main battery cable.

13. SEALS AND GASKETS All seals and gaskets on the assemblies listed above.

GOLD COVERAGE

When the GOLD Coverage Plan has been purchased as indicated on the Information Schedule, only the following parts, in addition to the parts listed under Engine, Powertrain and Silver Coverage, are covered. Parts not listed are not covered.

Assembly Parts Covered

14. COOLING Engine oil cooler, Heater control valve, Heater core assembly, Radiator, Radiator fan and clutch, Radiator fan motor including fan blade, Radiator fan relay, Temperature sensor and relay.

SAMPLE

15. STEERING Electric steering rack, gear and motor.

16. REAR SUSPENSION Rear suspension equivalents of components listed in Assembly 7. "FRONT SUSPENSION" section above.

17. BRAKES Anti-lock brake system, Anti-lock brake system module and sensors, Electrohydraulic brake system.

18. FRONT AND REAR WHEEL DRIVE Constant velocity joints including boots and bands.

19. FUEL DELIVERY Fuel tank and hard lines, Fuel tank sending unit.

20. ELECTRICAL Convertible top motor, Digital and analog instrument display(s), Electronic rear view mirror motor(s), External LED assemblies, Headlight door motor(s), Heated back glass, High intensity discharge lamp assemblies, Horn assembly, Low coolant sensor, Low fuel sensor, Low oil sensor, Power antenna motor, Power door lock actuator(s), Power door lock clips, Power seat motor(s) and transmission(s), Power sun roof motor, Power window motor(s) and power regulator(s), Starter button, Tire pressure monitoring system, Windshield wiper washer pump(s).

21. AIR CONDITIONING Heater-A/C blower motor.

22. SAFETY Airbag system, Seatbelts.

23. HYBRID/ELECTRIC VEHICLE COMPONENTS Battery charge controller, Controller/electronic throttle control system, Drive motor dampener, Hydraulic or electric regenerative braking system, Motor/generator belt tensioner, Onboard battery charging system, Onboard computer system including all relays, Sensors, ECU & ECM (electronic control units/electronic control modules), Power switch/button, Three-phase high voltage cables, Voltage inverter reservoir.

PLATINUM COVERAGE

When the PLATINUM Coverage Plan has been purchased as indicated on the Information Schedule, **We** will remedy any **Breakdown** of **Your Vehicle** except items listed under the Sections **V. Maintenance & Parts This Service Contract Does Not Cover** and **VI. Service Contract Limitations.**

III. ADDITIONAL BENEFITS

The Additional Benefits shown below are included with the Coverage Plan purchased.

A. Emergency Roadside Assistance

Emergency Roadside Assistance is available 24 hours a day, 365 days a year. **We** will pay for a covered emergency up to $100 per occurrence with no out-of-pocket expense to **You**. If the covered emergency exceeds $100 per occurrence, **You** are responsible for the portion that exceeds $100. **You** are responsible for any non-covered expenses. This benefit is available only for **Your Vehicle**.

The following are covered emergencies under Emergency Roadside Assistance:

- **Towing Assistance** – when **Your Vehicle** is inoperable or unsafe to drive, **Your Vehicle** will be towed to the closest **Repair Facility** or to any other location requested by **You**.
- **Extrication Assistance** – provides assistance with extricating **Your Vehicle** when it is stuck in a ditch or other inaccessible area, when such location is within 50 feet of a paved road or highway. This service does not cover for extrication when driving **Your Vehicle** off-road or on unpaved surfaces.
- **Flat Tire Assistance** – service consists of (a) the removal of the flat tire and (b) replacing the flat tire with **Your** spare tire located with **Your Vehicle**.
- **Fuel, Oil, Fluid and Water Delivery Service** – an emergency supply of fuel, oil, fluid and water will be delivered if **Your Vehicle** is in immediate need. **You** will be responsible for the cost of these supplies.
- **Lock-out Assistance** – if **Your** keys are locked inside **Your Vehicle**, assistance will be provided in gaining entry into **Your Vehicle**.
- **Battery Assistance** – if battery failure occurs, a jump-start will be provided to start **Your Vehicle**.

FOR EMERGENCY ROADSIDE ASSISTANCE, CALL TOLL FREE: 1-866-603-5420

WE WILL NOT PAY FOR OR COVER THE FOLLOWING UNDER EMERGENCY ROADSIDE ASSISTANCE:

A. FOR EMERGENCIES RESULTING FROM THE USE OF INTOXICANTS OR NARCOTICS, OR THE USE OF YOUR VEHICLE IN THE COMMISSION OF A FELONY.

B. FOR COST OF PARTS, REPLACEMENT KEYS, FLUIDS, LUBRICANTS, FUEL, MATERIALS, ADDITIONAL LABOR RELATED TO TOWING OR COST OF INSTALLATION OF PRODUCTS.

C. FOR NON-EMERGENCY TOWING OR OTHER NON-EMERGENCY SERVICE.

D. FOR MOUNTING OR REMOVING OF SNOW TIRES OR CHAINS; SHOVELING SNOW AROUND YOUR VEHICLE; TIRE REPAIR.

E. FOR CAMPING TRAILERS, TRAVEL TRAILERS, RECREATIONAL VEHICLES (INCLUDING SELF-MOTORIZED RVS) OR ANY VEHICLES IN TOW.

F. FOR ANY AND ALL TAXES, TOLLS AND/OR FINES.

G. FOR TOWING FROM OR REPAIR WORK PERFORMED AT A SERVICE STATION, GARAGE OR REPAIR SHOP; FOR A SECOND TOW FOR THE SAME DISABLEMENT.

H. FOR TOWING BY OTHER THAN A LICENSED SERVICE STATION OR GARAGE.

I. FOR MORE THAN ONE DISABLEMENT FOR THE SAME SERVICE TYPE DURING ANY SEVEN DAY PERIOD.

J. FOR SERVICE ON A VEHICLE THAT IS NOT IN A SAFE CONDITION TO BE TOWED OR SERVICED, OR THAT MAY RESULT IN DAMAGE TO YOUR VEHICLE IF TOWED OR SERVICED.

K. FOR TOWING OR SERVICE ON ROADS NOT REGULARLY MAINTAINED, SUCH AS SAND BEACHES, OPEN FIELDS, FORESTS AND AREAS DESIGNATED AS NOT PASSABLE DUE TO CONSTRUCTION.

L. FOR TOWING AT THE DIRECTION OF A LAW ENFORCEMENT OFFICER RELATING TO TRAFFIC OBSTRUCTION, IMPOUNDMENT, ABANDONMENT, ILLEGAL PARKING OR OTHER VIOLATIONS OF LAW.

M. FOR REPEATED SERVICE CALLS FOR A VEHICLE IN NEED OF ROUTINE MAINTENANCE OR REPAIR.

N. FOR SERVICE SECURED THROUGH ANY SOURCE OTHER THAN US WITHOUT OUR PRIOR AUTHORIZATION.

B. Rental Reimbursement

We will pay your actual expenses to rent a replacement vehicle from a licensed rental agency if **Your Vehicle** is held by a **Repair Facility** for a covered repair. Rental reimbursement shall not exceed $35 per day for a maximum of 10 days for any one **Breakdown.** Rental reimbursement is available beginning on the first day of the covered repair.

FOR RENTAL REIMBURSEMENT, CALL TOLL FREE: 1-800-621-2130

SAMPLE

C. Emergency Travel Expense Reimbursement

Emergency Travel Expense Reimbursement is not available if You purchase this Service Contract from a Selling Dealer located in the state of New York.
When a covered **Breakdown** renders **Your Vehicle** inoperable or unsafe to drive and requires **Your Vehicle** to be held overnight by a **Repair Facility** for covered repairs while traveling 100 miles or more from **Your** home, **We** will pay for emergency local commercial lodging, meals and transportation expenses up to $200 per day for a maximum of five days.

FOR EMERGENCY TRAVEL EXPENSE REIMBURSEMENT, CALL TOLL FREE: 1-800-621-2130

WE WILL NOT PAY FOR OR COVER THE FOLLOWING UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT:

A. FOR ADDITIONAL COMMERCIAL LODGING ENTERTAINMENT EXPENSES.

B. FOR ANY BREAKDOWN THAT OCCURS LESS THAN 100 MILES FROM YOUR HOME.

D. Manufacturer's Deductible Reimbursement

We will reimburse **You** for the difference between the **Deductible** amount shown on the Information Schedule and any required manufacturer's deductible, if applicable, when a **Breakdown** of a covered part occurs and is covered by a manufacturer's **Warranty**.

FOR MANUFACTURER'S DEDUCTIBLE REIMBURSEMENT, CALL TOLL FREE: 1-800-621-2130

IV. OPTIONAL COVERAGE

A. Commercial Use

When the Commercial Use Optional Coverage has been purchased as indicated on the Information Schedule, **We** will pay for covered **Breakdowns** to **Your Vehicle** when **Your Vehicle** is used for **Permitted Commercial Purposes**.

B. Rideshare

When the Rideshare Optional Coverage has been purchased as indicated on the Information Schedule, **We** will pay for covered **Breakdowns** to **Your Vehicle** when **Your Vehicle** is used for Rideshare (e.g. Uber, Lyft) purposes.

C. Lift Kit

When the Lift Kit Optional Coverage has been purchased as indicated on the Information Schedule, **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.

D. Mobility Equipment

When the Mobility Equipment Optional Coverage has been purchased as indicated on the Information Schedule, 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.

E. Snow Plow

When the Snow Plow Optional Coverage has been purchased as indicated on the Information Schedule, 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.

V. MAINTENANCE & PARTS THIS SERVICE CONTRACT DOES NOT COVER

MAINTENANCE AND PARTS THAT ARE NOT COVERED

A. MAINTENANCE NOT COVERED – THE MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE. OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING AIR CONDITIONING REFRIGERANT, ALL BATTERIES (INCLUDING BUT NOT LIMITED TO HYBRID/ELECTRIC VEHICLE BATTERIES), ALL HOSES AND BELTS (NOT SPECIFICALLY LISTED), BRAKE PADS AND SHOES, BRAKE ROTORS AND DRUMS, ENGINE COOLANT, ENGINE TUNE-UP (INCLUDES DISTRIBUTOR CAP, IGNITION WIRES, GLOW PLUGS, ROTOR AND SPARK PLUGS), FILTERS, LUBRICANTS OR FLUIDS, WIPER BLADES, SUSPENSION ALIGNMENT.

B. PARTS NOT COVERED – BODY PANELS, BODY PART ALIGNMENT, BRIGHT METAL, BUMPERS, CATALYTIC CONVERTER, CONVERTIBLE TOP FRAMEWORK, DOOR HANDLES, DOOR PANELS, EXHAUST SYSTEM, ELECTRONIC CONTROLLED CLUTCH ASSEMBLY, FLEXIBLE BODY PARTS, FRICTION CLUTCH DISC AND PRESSURE PLATE AND CLUTCH RELEASE BEARING, GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, HINGES, LENSES, LIGHT BULBS, MOLDINGS, PAINT, SEALED BEAM HEAD LAMPS, SHEET METAL, STRIPPED THREADS AND FASTENERS, STRUCTURAL FRAMEWORK, STRUCTURAL WELDS, TIRES AND WHEEL BALANCING, TRIM, UPHOLSTERY, VINYL AND CONVERTIBLE TOPS AND NON-MECHANICAL REMOVABLE HARDTOP ASSEMBLIES, WEATHER STRIPPING, WHEEL COVERS, WHEEL RIMS, WHEELS, MOBILITY EQUIPMENT UNLESS YOU PURCHASED THE MOBILITY EQUIPMENT OPTIONAL COVERAGE.

VI. SERVICE CONTRACT LIMITATIONS

WE WILL NOT PAY FOR OR COVER THE FOLLOWING:

1. MODIFICATIONS:

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

B. IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT. IF THE SNOW PLOW OPTIONAL 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. BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER AND THE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, LIFT KITS, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS). IF THE LIFT KIT OPTIONAL COVERAGE IS PURCHASED AND YOUR VEHICLE IS EQUIPPED WITH A LIFT KIT NOT TO EXCEED 6 INCHES, WE WILL PAY FOR COVERED BREAKDOWNS EVEN THOUGH YOUR VEHICLE WAS MODIFIED BY ADDING A LIFT KIT. 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.

D. BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.

SAMPLE

2. **NON-STANDARD USE:**
   - A. **BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.**
   - B. **ANY BREAKDOWN WHERE THE VEHICLE HAS BEEN USED FOR A PROHIBITED COMMERCIAL PURPOSE, AT ANY TIME WHILE OWNED BY YOU. IF THE COMMERCIAL USE OPTIONAL COVERAGE IS PURCHASED, THE VEHICLE MAY BE USED FOR PERMITTED COMMERCIAL PURPOSES.**
   - C. **BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR STREET RACING OR OTHER COMPETITION.**
3. **NEGLIGENCE, MISREPRESENTATION OR MISUSE:**
   - A. **BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS DETAILED IN SECTION VIII. YOUR RESPONSIBILITIES.**
   - B. **BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT, LACK OF LUBRICANTS, IMPROPER SPECIFICATION (TYPE) OF FLUIDS, LACK OF OIL VISCOSITY, SLUDGE OR RESTRICTED OIL FLOW. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: ENGINE AND TRANSMISSION.**
   - C. **BREAKDOWN WHEN CONTAMINATED FLUIDS CAUSED OR CONTRIBUTED TO THE BREAKDOWN.**
   - D. **LOSS OR DAMAGE CAUSED BY YOU OR THE OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.**
   - E. **IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE INCLUDING BUT NOT LIMITED TO ODOMETER MISREPRESENTATION CAUSED BY THE USE OR MODIFICATION OF THE VEHICLE WITH UNDERSIZE OR OVERSIZE TIRE AND WHEEL ASSEMBLIES.**
   - F. **DAMAGE CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER.**
   - G. **BREAKDOWN OR DAMAGE CAUSED BY NEGLECTING TO FOLLOW PROPER CHARGING PROCEDURES OR USE OF INCOMPATIBLE CHARGING DEVICES FOR YOUR PLUG-IN HYBRID/ELECTRIC VEHICLE.**
4. **COLLISION, PHYSICAL DAMAGE AND COSMETICS:**
   - A. **BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, TERRORIST ACTS, WAR, EXPLOSION, LIGHTNING, EARTHQUAKE, HURRICANE, TROPICAL STORM, VOLCANIC ERUPTION, WINDSTORM, HAIL, WATER, FREEZING OR FLOOD.**
   - B. **TO CORRECT A COSMETIC IMPERFECTION OR BREAKDOWN CAUSED BY RUST OR WEATHER RELATED CORROSION.**
5. **WARRANTIES AND MANUFACTURER RECALLS:**
   - A. **COSTS OR SERVICES COVERED BY ANY WARRANTY REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY.**
   - B. **COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER ANY VEHICLE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR HAS BEEN VOIDED BY THE MANUFACTURER.**
   - C. **BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.**
6. **VEHICLE TYPE:**
   - A. **IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED TITLE OR JUNK VEHICLE.**
   - B. **IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.**
   - C. **IF YOUR VEHICLE IS POWERED BY COMPRESSED NATURAL GAS, LIQUIFIED NATURAL GAS, PROPANE OR HYDROGEN.**
7. **CONSEQUENTIAL DAMAGE:**
   - A. **LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN UNLESS AS PROVIDED UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT. CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A BREAKDOWN OF A COMPONENT COVERED BY THIS SERVICE CONTRACT.**
   - B. **BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART. HOWEVER, COVERAGE WILL BE PROVIDED FOR THE FAILURE OF A NON-COVERED PART RESULTING FROM A BREAKDOWN OF A COVERED PART.**
   - C. **BREAKDOWN OR DAMAGE CAUSED BY A POWER SURGE WHILE CHARGING YOUR VEHICLE.**
8. **NON-COVERED CONDITIONS:**
   - **A. PRE-EXISTING – BREAKDOWN WHICH EXISTED PRIOR TO OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE PURCHASE DATE.**
   - B. **REPAIRS PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SECTION VII. WHAT TO DO IF REPAIRS ARE NEEDED).**
   - C. **REPAIR OF VALVES AND/OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.**
   - D. **REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.**
   - E. **REPAIRS OF AIR LEAKS, RATTLES, SQUEAKS, WIND NOISE AND WATER LEAKS WHERE WATER IS ENTERING THE VEHICLE EXTERNALLY.**
   - F. **TO REPAIR, REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS SERVICE CONTRACT EXCEPT AS REQUIRED FOR THE REPAIR OF A COVERED PART.**
   - G. **DIAGNOSIS CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.**
   - H. **ANY BREAKDOWN OCCURRING DURING THE WAITING PERIOD.**
9. **MISCELLANEOUS EXPENSES:**
   - A. **EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS, NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.**

VII. WHAT TO DO IF REPAIRS ARE NEEDED

Customer Instructions

In the event of a **Breakdown**, **We** recommend **You** return **Your Vehicle** to the **Selling Dealer**. If **You** are unable to return **Your Vehicle** to the **Selling Dealer**, **You** can locate a preferred **Repair Facility** by visiting **Our** self-service claim portal:

www.mrclaims.net

If **You** are unable to locate a preferred **Repair Facility** through **Our** self-service claim portal or have questions, contact the **Administrator** at:

1-800-621-2130

Customer Service Hours

7:00 a.m. – 7:00 p.m. C.T. Monday – Friday

SAMPLE

Emergency Repair Instructions: In the event that a Breakdown of a covered part occurs when the Administrator's office is closed and emergency repairs are necessary, You may commence with emergency repairs without securing the Administrator's prior authorization. However, You or the Repair Facility must notify the Administrator of the repairs as soon as the Administrator's office reopens. You must submit written information and documentation concerning the Breakdown and repairs no later than 30 days after the Breakdown. Reimbursement of emergency repairs will be subject to all terms and conditions of this Service Contract and nothing herein authorizes repairs not otherwise covered.

Emergency repairs are those required because Your Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens.

Repair Facility Instructions:
To initiate a claim, visit **Our** self-service claim portal:

www.mrclaims.net

VIII. YOUR RESPONSIBILITIES

1. **You must perform maintenance services to Your Vehicle, at the proper intervals, as required by the Owner's Manual for Your Vehicle. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage. If You do not have an Owner's Manual, contact Your Vehicle's manufacturer to obtain one.**
2. **You must keep receipts which verify the Vehicle Identification Number, work orders and other documentation that show a date, a description of Your Vehicle, mileage and services performed. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.**
3. **You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Vehicle. You are required to safely pull Your Vehicle off the road and shut down the engine immediately when either of these lights/gauges indicates a problem.**
4. **If You experience a Breakdown, You agree to:**
   a. **Use all reasonable means to protect Your Vehicle from further damage.**
   b. **Notify the Administrator as soon as possible.**
   c. **Authorize the Repair Facility to perform necessary diagnostic work and provide "teardown authorization" so that the Repair Facility can provide an accurate diagnosis and estimate of repairs. IMPORTANT: WE WILL NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS SERVICE CONTRACT.**
   d. **Furnish the Administrator with such information as the Administrator may reasonably require and if requested provide proof of Your Vehicle's regular maintenance during the Service Contract Term.**
   e. **Reserve for the Administrator the right to refer Your Vehicle to a Repair Facility that sells and services Your type of Vehicle, for certain repairs.**
   f. **Allow the Administrator to examine Your Vehicle if the Administrator asks to do so.**
   g. **OBTAIN AUTHORIZATION FROM THE ADMINISTRATOR PRIOR TO BEGINNING ANY REPAIRS COVERED BY THIS SERVICE CONTRACT EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE EMERGENCY REPAIR INSTRUCTIONS WITHIN SECTION VII. WHAT TO DO IF REPAIRS ARE NEEDED).**
5. **Your help and cooperation is required if We ask You to help Us enforce Your rights against any manufacturer or Repair Facility who may be responsible to You for the Cost of repairs covered by this Service Contract.**

IX. GENERAL PROVISIONS

1. **Service Contract Term**
   The Service Contract Term is the **Term Months** and **Term Miles** shown on the Information Schedule. This Service Contract begins on the **Purchase Date** and at the Current Mileage stated on the Information Schedule. The Service Contract ends following the Expiration Date or when the Expiration Mileage is exceeded, both as shown on the Information Schedule, whichever occurs first. The Service Contract Term expiration (Expiration Date or Expiration Mileage) is measured in **Term Months** from the **Purchase Date** and in **Term Miles** from the Current Mileage.
2. **When And Where You Are Covered**
   You are covered when this Service Contract is issued or transferred to **You**. This Service Contract applies only to **Breakdowns** occurring within the continental United States of America, Alaska, Hawaii and Canada.
3. **If You Have Other Coverage**
   If the manufacturer or **Repair Facility** agrees to cover all or some of the **Cost** of a **Breakdown** after a **Warranty** or guarantee has expired, **We** will pay only for any extra **Cost**. If **You** have any other Rental Reimbursement coverage, Emergency Roadside Assistance coverage or Emergency Travel Expense Reimbursement coverage, **We** will pay only the amount in excess of that coverage, subject to the limits of this Service Contract.
4. **Limit of Liability**
   Our limit of liability is the **Cost** to repair or replace any covered **Breakdown**; but in no event shall this **Cost** exceed the average retail value of **Your Vehicle** as determined by the NADA Official Used Car Guide at the time of loss.
5. **Subrogation**
   If **We** pay for a loss, **We** may require **You** to assign to **Us Your** rights of recovery against others. **We** will not pay for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived.
6. **Dispute Resolution – Arbitration**
   This Service Contract requires binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract (including the **Cost** of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this Service Contract by a judge and/or a jury. **You** also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where **You** live. Notwithstanding this arbitration provision, **You** are not prohibited from bringing an action in Small Claims Court to resolve **Your** dispute.

SAMPLE

The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one year of the earlier of the date the **Breakdown** occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract.

7. How This Service Contract May Be Transferred

Your rights and duties under this Service Contract may only be transferred to a subsequent purchaser directly by **You** within 30 days from the date of sale to the subsequent owner. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. In the event of **Your** death, the benefits of this Service Contract will be available to **Your** spouse, domestic partner or legal representative. This Service Contract can only be transferred if the remaining portion of the **Warranty** including Powertrain **Warranty** has not been reduced or voided.

To transfer this Service Contract, **You** must submit the following information to the **Administrator**:

a. Completed Transfer Request form, which can be obtained by contacting the **Administrator**;
b. Copy of **Your** Service Contract;
c. Bill of Sale indicating date of sale of the **Vehicle**;
d. $50 transfer fee made payable to the **Administrator**.

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

Cancellation By You

You may cancel this Service Contract at any time. To cancel, contact the **Selling Dealer**. The **Selling Dealer** will assist with **Your** cancellation request and verify the mileage of **Your Vehicle**. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation.

Cancellation By Us

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within 90 days of the **Purchase Date**. After 90 days, **We** may cancel this Service Contract:

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

Cancellation By Lienholder/Lessor

If this Service Contract is financed or included in **Your** lease agreement, the **Vehicle** Lienholder/Lessor may cancel this Service Contract in the event **You** default in **Your** obligation to such Lienholder/Lessor or in the event **Your Vehicle** is declared a total loss or is repossessed.

How Refunds are Calculated

If this Service Contract is canceled within 60 days of the **Purchase Date** and a claim has not been incurred, a 100% refund of the **Service Contract Price** will be made. After 60 days or if **You** have incurred a claim within the first 60 days, a pro-rata refund of the unused **Term Months** or unused **Term Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of: (a) the unused **Term Months** divided by the total **Term Months** of **Your** Service Contract Term; or (b) the unused **Term Miles** divided by the total **Term Miles** of **Your** Service Contract Term; less an administrative fee of $50. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**. For refund calculations, if the Service Contract is canceled by **Us**, all references to 60 days are replaced with 90 days. If **Your Vehicle** is declared a total loss or is repossessed, no administrative fee applies.

9. Insurance

This Service Contract is not an insurance contract. **Our** obligations under this Service Contract are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event **We** cease to operate, are bankrupt or otherwise financially impaired or **Your** claim is not paid within 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.

10. Entire Service Contract

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

X. STATE AMENDMENTS

This Service Contract is amended and the language below governs if **You** purchased this Service Contract in a state listed below:

Alabama

GENERAL PROVISIONS – Section 6 "Dispute Resolution – Arbitration" is amended as follows:
All references to the state of "Illinois" are replaced with "Alabama".

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

How Refunds are Calculated is amended as follows:
The $50 administrative fee is deleted and replaced with a $25 administrative fee.

Alaska

SERVICE CONTRACT LIMITATIONS – is amended as follows:
Item #4A – Any reference to **"TERRORISTS ACTS"** is deleted in its entirety.

Item #7A is deleted in its entirety and replaced by the following:
LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN UNLESS AS PROVIDED UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT.

SAMPLE

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

How Refunds are Calculated is amended as follows:
The $50 administrative fee is deleted and replaced with an administrative fee of $50 or 7.5% of the refund amount, whichever is less.

Arizona

NOTICE TO PURCHASER – is amended to include:
In the event a Breakdown occurs when the Administrator's office is closed, You may follow the claim procedures in this Service Contract without prior authorization. Reimbursement will be made to You or the Repair Facility in accordance with Service Contract provisions.

SERVICE CONTRACT LIMITATIONS – is amended as follows:
Items #1B, 1C, 1D, 2A, 2B, 2C, 3A, 3B, 3E and 3F are amended to include: **"WHILE THE VEHICLE IS OWNED BY YOU."**
Items #6A, 6B, 6C and 8A are deleted in their entirety.

GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By Us is deleted in its entirety and replaced by the following:
If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract:
- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If, while owned by **You**, the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
- If **You** do not pay the **Service Contract Price.**

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

California

KEY TERMS – "Breakdown" definition is deleted and replaced by the following:
"Breakdown" means the failure of any original or like replacement part due to defects in material or workmanship covered by this Service Contract to perform its intended functions(s) in normal service, providing it has received all scheduled maintenance, at the proper intervals, as recommended by the manufacturer in the Owner's Manual. **Breakdown** does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

KEY TERMS – "Repair Facility" definition is amended to include:
If a franchised automotive retailer or licensed repair facility does not provide a written parts and labor guarantee of 12 months and 12,000 miles, **We** will pay the cost to tow **Your Vehicle** to a franchised automotive retailer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of 12 months and 12,000 miles or greater.

ADDITIONAL BENEFITS – Emergency Roadside Assistance is amended to include:
Emergency Roadside Assistance is provided by **Us** and administered by Brickell Financial Services-Motor Club, Inc. 7300 Corporate Center Drive, Suite 601, Miami, FL 33126, 1-305-392-4300.

"Extrication Assistance" is deleted in its entirety..

GENERAL PROVISIONS – Section 5 Subrogation is deleted in its entirety.

GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is deleted in its entirety and replaced by the following:
Mandatory arbitration is not allowed under this Service Contract. If **You** and **We** mutually agree, this Service Contract provides for binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract (for example the **Cost** of, lack of or actual repair of replacement arising from a Breakdown). Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where **You** live. Notwithstanding this arbitration provision, **You** are not prohibited from bringing an action in Small Claims Court to resolve **Your** dispute.

Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this Service Contract by a judge and/or a jury. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction of any such error.

If the party on whom the demand is made agrees, to start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one year of the earlier of the date the **Breakdown** occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire."

Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the California Arbitration Act (California Code of Civil Procedures 1280 et. seq.) and the Consumer Legal Remedies Act (California Civil Code (1750 et. seq.). The laws of the state of California govern all matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract. All costs and expenses of the arbitration will be shared equally by **You** and **Us**. All fees and costs charged to **You** under this provision shall be waived if **You** are an indigent consumer. "Indigent consumer" means a person having a gross monthly income that is less than 300 percent of the federal poverty guidelines. If **You** are determined to be an indigent consumer all provisions of California Code of Civil Procedure §1284.3 apply.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By Us is deleted in its entirety and replaced by the following:
If **We** cancel this Service Contract, **We** will mail **You** written notice at least 60 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract:
- If there has been a material misrepresentation or fraud by **You**; or
- If **You** do not pay the **Service Contract Price**.

If **We** cancel this Service Contract, the refund, if any, will be paid within 30 days of the date of cancellation.

How Refunds are Calculated is amended as follows:
No administrative fee will be charged within the first 60 days of cancellation from the **Purchase Date**.

The $50 administrative fee is deleted and replaced with an administrative fee of $25 or 10% of the refund amount, whichever is less.

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

SAMPLE

GENERAL PROVISIONS – Section 9 Insurance is deleted in its entirety and replaced by the following:
Performance to **You** under this Service Contract is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this 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: Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 1-800-927-4357 or access their website www.insurance.ca.gov.

Colorado
GENERAL PROVISIONS – Section 9 Insurance is amended to include: Insurance Policy #2631.

Connecticut
The coverage afforded by this Service Contract is still available should the Service Contract Term lapse while **Your Vehicle** is in the custody of a **Repair Facility** for a covered repair.

GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is amended as follows:
The State of Connecticut has established a process to settle disputes arising from service contracts as outlined in R.C.S.A §§ 42-260-1 to 5. If **You** purchase this Service Contract in Connecticut, a written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the **Service Contract Price**, the **Cost** of repair of the **Vehicle** and a copy of this Service Contract.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By You is amended to include:
You may cancel this Service Contract in the event the **Vehicle** is returned, sold, lost, stolen or destroyed.

Cancellation By Us is amended as follows:
The 30 day written notice prior to cancellation is deleted and replaced with 45 days.

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

SERVICE CONTRACT LIMITATIONS – is amended as follows: Item #6A is deleted in its entirety.

WHAT TO DO IF REPAIRS ARE NEEDED – "Emergency Repair Instructions" is amended as follows: The 30 day time period for filing a claim after a **Breakdown** is deleted and replaced with 90 days.

GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

GENERAL PROVISIONS – Section 7 How This Service Contract May Be Transferred is amended as follows:
The $50 transfer fee is deleted and replaced with a $40 transfer fee.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges is deleted in its entirety and replaced by the following:
Cancellation By You
You may cancel this Service Contract at any time. To cancel, contact the **Selling Dealer** or the **Administrator**. The **Selling Dealer** will assist with **Your** cancellation request and verify the mileage of **Your Vehicle**. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to **Us**. A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation. If **You** cancel this Service Contract within 60 days of the **Purchase Date**, a 100% refund of the **Service Contract Price** will be made less any claims paid on this Service Contract. After 60 days, a pro-rata refund of the lesser of unused **Term Months** or unused **Term Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of: (a) the unused **Term Months** divided by the total **Term Months** of **Your** Service Contract Term; or (b) the unused **Term Miles** divided by the total **Term Miles** of **Your** Service Contract Term; less an administrative fee of $50 or 10% of the refund amount, whichever is less. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**.

Cancellation By Us
We may cancel this Service Contract for any reason within 60 days of the **Purchase Date**. After 60 days, **We** may cancel this Service Contract:
- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
- If **You** do not pay the **Service Contract Price**.

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. A pro-rata refund of the lesser of unused **Term Months** or unused **Term Miles** will be made. The pro-rata refund will not be less than 100% of the paid unearned pro-rata **Service Contract Price** less any claims paid on this Service Contract. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**.

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

GENERAL PROVISIONS – Section 9 Insurance is amended as follows:
The sentence "This Service Contract is not an insurance contract." is deleted in its entirety.

Georgia
NOTICE TO MEMBER – is amended as follows:
Coverage under this Service Contract begins after the Waiting Period ends. The Waiting Period Months (not to exceed one month) and the Waiting Period Miles (not to exceed 1,000 miles) will be added to the end of the Service Contract Term.

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

SERVICE CONTRACT LIMITATIONS – is amended as follows:
Item #8A is deleted in its entirety.
Item #3B – Any reference to "**SLUDGE**" is deleted in its entirety.
Item #1C is amended to include the text: **"MADE SUBSEQUENT TO THE PURCHASE OF THIS SERVICE CONTRACT."**
Item #3E is amended to include the text: "**WHILE OWNED BY YOU**".

YOUR RESPONSIBILITIES – is amended as follows:
Item #4 (c) is deleted in its entirety.

GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

SAMPLE

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges is deleted in its entirety and replaced by the following:
Cancellation By You
You, or a person authorized by **You**, may cancel this Service Contract at any time. To cancel, contact the **Selling Dealer**. The **Selling Dealer** will assist with **Your** cancellation request and verify the mileage of **Your Vehicle**. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation. If **You** cancel this Service Contract, **You** will receive 100% of the unearned pro-rata **Service Contract Price**, less an administrative fee of $50 or 10% of the unearned pro-rata **Service Contract Price**, whichever is less. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**. If **Your Vehicle** is declared a total loss or is repossessed, no administrative fee applies.

Cancellation By Us
We may cancel this Service Contract:
- In the event of fraud by **You**;
- In the event of material misrepresentation by **You**; or
- If **You** do not pay the **Service Contract Price**.

If **We** cancel this Service Contract, **We** will mail **You** written notice:
- At least 10 days prior to the effective date of cancellation if **You** do not pay the **Service Contract Price**; or
- At least 30 days prior to the effective date of cancellation for fraud or material misrepresentation.

If **We** cancel this Service Contract, **You** will receive 100% of the unearned pro-rata **Service Contract Price**. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**.

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

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

Hawaii
GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

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

Illinois
GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
How Refunds are Calculated is amended as follows:
The $50 administrative fee is deleted and replaced with an administrative fee of $50 or 10% of the refund amount, whichever is less.

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

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

GENERAL PROVISIONS – Section 8 How This Service Contract May be Canceled – Including Refunds And Charges
Cancellation By You is amended to include:
If **Your** cancellation refund is not paid within 60 days after this Service Contract has been returned to the **Selling Dealer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604.

Iowa
This Service Contract is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537.

If **You** have questions regarding **Your** Service Contract, **You** may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738

WHAT THIS SERVICE CONTRACT COVERS – is amended to include:
Pre-owned parts will not be used to replace covered parts without prior written authorization from **You**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.

GENERAL PROVISIONS – Section 8 How This Service Contract May be Canceled – Including Refunds And Charges
Cancellation By You is amended to include:
Upon **Our** receipt of **Your** request to cancel this Service Contract, **We** will provide written notice to **You** within 15 days of cancellation. If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 30 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

How Refunds are Calculated is amended as follows:
The sentence "**You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise to **You**." is revised to read "**You** authorize that all refunds will be paid by the **Selling Dealer** to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**."

GENERAL PROVISIONS – Section 9 Insurance is amended as follows:
A claim against the **Provider** may also include a refund of the unearned **Provider** fee (**Service Contract Price**) in the event this Service Contract is cancelled.

Louisiana
GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
How Refunds are Calculated is deleted in its entirety and replaced by the following:
If this Service Contract is canceled within 60 days of the **Purchase Date**, a one hundred percent (100%) refund of the **Service Contract Price** will be made. After 60 days, a pro-rata refund of the unused **Term Months** or unused **Term Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of: (a) the unused **Term Months** divided by the total **Term Months** of **Your** Service Contract Term; or (b) the unused **Term Miles** divided by the total **Term Miles** of **Your** Service Contract Term; less an administrative fee of $50. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**. If **Your Vehicle** is declared a total loss or is repossessed, no administrative fee applies.

SAMPLE

Maine

GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

How Refunds are Calculated is amended as follows:

The $50 administrative fee is deleted and replaced with an administrative fee of $50 or 10% of the refund amount, whichever is less.

Maryland

GENERAL PROVISIONS – Section 1 Service Contract Term is amended to include:

If the **Provider** fails to perform its duties under this Service Contract, the Service Contract Term shall be extended for the period until performance has been satisfactorily completed in accordance with the terms of this Service Contract.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include: If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**. If **Your** refund is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**, **You** have the right to receive the refund directly from Virginia Surety Company, Inc.

Massachusetts

NOTICE TO PURCHASER: THE COVERAGE **YOU** ARE BUYING IS **NOT** REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED **MAY** DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S **WARRANTIES** THAT COME AUTOMATICALLY WITH EVERY SALE. **YOU** CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE **WARRANTIES** WHICH ARE AVAILABLE TO **YOU** WITHOUT THIS SERVICE CONTRACT.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

Michigan

GENERAL PROVISIONS – Section 1 Service Contract Term is amended to include:

If performance under this Service Contract is interrupted because of a strike or work stoppage at the **Selling Dealer** or **Repair Facility**, the Service Contract Term shall be extended for the period of the strike or work stoppage.

Minnesota

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

Mississippi

GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

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

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

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

How Refunds are Calculated is amended as follows:

The $50 administrative fee is deleted and replaced with an administrative fee of $50 or 10% of the **Service Contract Price**, whichever is less.

Missouri

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**. Cancellation by **You** will become effective as of the date the written notice of **Your** cancellation is received by **Us**. **We** will mail **You** written notice of **Our** receipt and resulting cancellation of **Your** Service Contract within 45 days of the date of cancellation.

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

If this Service Contract is canceled within 60 days of the **Purchase Date**, a 100% refund of the **Service Contract Price** will be made, less paid claims, if any. After 60 days, a pro-rata refund of the unused **Term Months** or unused **Term Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of: (a) the unused **Term Months** divided by the total **Term Months** of **Your** Service Contract Term; or (b) the unused **Term Miles** divided by the total **Term Miles** of **Your** Service Contract Term; less an administrative fee of $50. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**. For refund calculations, if the Service Contract is canceled by **Us**, all references to 60 days are replaced with 90 days. If **Your Vehicle** is declared a total loss or is repossessed, no administrative fee applies.

GENERAL PROVISIONS – Section 9 Insurance is amended as follows:

A claim against the **Provider** may also include a refund of the unearned **Provider** fee (**Service Contract Price**) in the event this Service Contract is cancelled.

Nebraska

GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is deleted in its entirety and replaced by the following:

Notwithstanding anything in this Service Contract to the contrary, if **You** and **We** mutually agree at the time of loss, this Service Contract provides for arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract. **You** agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon **You**. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where

SAMPLE

You live. Notwithstanding this arbitration provision, **You** are not prohibited from bringing an action in Small Claims Court to resolve **Your** dispute.

The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one year of the earlier of the date the loss occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract.

Nevada

The following is added to this Service Contract: If **You** are not satisfied with the manner in which **We** handle **Your** claim, **You** may contact the Nevada Division of Insurance Commissioner toll free, 1-888-872-3234.

NOTICE TO MEMBER – is amended as follows:

Coverage under this Service Contract begins after the Waiting Period ends.

SERVICE CONTRACT LIMITATIONS – is amended as follows:
Item #3A is deleted in its entirety and replaced by the following:
FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE OR LACK OF CUSTOMARY MAINTENANCE AS DETAILED IN SECTION VIII. YOUR RESPONSIBILITIES.

Item #8H. is revised to read: **Any Breakdown occurring during the Waiting Period.**

GENERAL PROVISIONS – Section 1 Service Contract Term is amended to include: This Service Contract is not renewable.
GENERAL PROVISIONS – Section 6 "Dispute Resolution – Arbitration" is amended as follows:
All references to "Illinois" are replaced with "Nevada".

GENERAL PROVISIONS – Section 7 How This Service Contract May Be Transferred is amended as follows:
The $50 transfer fee is deleted and replaced with a $25 transfer fee.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a 10% penalty for each 30 day period or portion thereof shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Cancellation By Us is deleted in its entirety and replaced by the following:
If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within 70 days of the **Purchase Date**. After 70 days, **We** may cancel this Service Contract:

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

How Refunds are Calculated is amended as follows:
The $50 administrative fee is deleted and replaced with a $25 cancellation fee. For refund calculations, if the Service Contract is canceled by **Us**, all references to 60 days are replaced with 70 days. If this Service Contract is canceled by **Us**, no cancellation fee will be charged.

New Hampshire

If **You** have questions, concerns or complaints regarding **Your** Service Contract, **You** may address them to the **Provider** at 1-800-621-2130.

GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is amended to include:
All arbitration or dispute resolution in New Hampshire is subject to and will not impede any consumer rights as provided for under New Hampshire RSA 542.

GENERAL PROVISIONS – Section 9 Insurance is amended to include:
If **You** are not satisfied with the insurance company's response, **You** may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261.

New Jersey

The product being offered is a Service Contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.
GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

New Mexico

GENERAL PROVISIONS – Section 1 Service Contract Term is amended to include: This Service Contract is not renewable.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a 10% penalty for each 30 day period or portion thereof shall be added to a refund that is not paid within 60 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Cancellation By Us is deleted in its entirety and replaced by the following:
If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within 70 days of the **Purchase Date**. After 70 days, **We** may cancel this Service Contract:

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

How Refunds are Calculated is amended as follows:
For refund calculations, if the Service Contract is canceled by **Us**, all references to 60 days are replaced with 70 days.

New York

ADDITIONAL BENEFITS – is amended as follows:
Emergency Travel Expense Reimbursement is deleted in its entirety.

SAMPLE

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 30 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

North Carolina
GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By Us is deleted in its entirety and replaced by the following:
If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. **We** may only cancel this Service Contract at any time for any of the reasons listed below:
- If there has been a material misrepresentation or fraud by **You**; or
- If **You** do not pay the **Service Contract Price**.

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

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

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

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

ADDITIONAL BENEFITS – Emergency Roadside Assistance is amended to include:
Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. 7300 Corporate Center Drive, Suite 601, Miami, FL 33126, 1-305-392-4300.

GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

GENERAL PROVISIONS – Section 7 How This Service Contract May Be Transferred is amended as follows: The sentence "This Service Contract can only be transferred…" is revised to read: This Service Contract can only be transferred if the remaining portion of the **Warranty** including Powertrain **Warranty** has not been reduced or canceled.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refund And Charges
How Refunds are Calculated is amended as follows:
The $50 administrative fee is deleted and replaced with an administrative fee of $50 or 10% of the refund amount, whichever is less. If **We** cancel the Service Contract, no administrative fee will be charged.

Oregon
Any reference to **Provider** within this Service Contract is deleted and replaced by **Obligor**.

ADDITIONAL BENEFITS – Emergency Roadside Assistance is amended to include:
Emergency Roadside Assistance benefits or services are conducted by Brickell Financial Services-Motor Club, Inc. 7300 Corporate Center Drive, Suite 601, Miami, FL 33126, 1-305-392-4300; however, the **Obligor** is ultimately responsible for providing these benefits. Any failure to provide such benefits by Brickell Financial Services-Motor Club, Inc. or the **Obligor** as specified in this Service Contract will be covered by the **Obligor's** reimbursement insurance policy.

GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

South Carolina
If **You** have questions, concerns or complaints regarding **Your** Service Contract, **You** may address them to:
South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29201-3105, 1-803-737-6180

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Texas
Unresolved complaints or questions concerning the regulation of Service Contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**. If **Your** cancellation refund is not paid within 45 days after this Service Contract has been returned to the **Selling Dealer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. The right to cancel this Service Contract is not transferable to a subsequent holder of this Service Contract.

How Refunds are Calculated is amended as follows:
If this Service Contract is canceled by **Us**, no administrative fee will be charged.

Utah
Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association.

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

ADDITIONAL BENEFITS – Emergency Roadside Assistance is amended to include:
Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. 7300 Corporate Center Drive, Suite 601, Miami, FL 33126, 1-305-392-4300.

WHAT TO DO IF REPAIRS ARE NEEDED – "Emergency Repair Instructions" is amended to include: Utah residents are not limited to filing claims within 30 days for reimbursement consideration. The sentence "Emergency repairs are those required because **Your Vehicle** was inoperable or unsafe to drive." is deleted in its entirety.

GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is deleted in its entirety and replaced by the following:
Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rule of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By Us is deleted in its entirety and replaced by the following:
If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within 60 days of the **Purchase Date**. After 60 days, **We** may cancel this Service Contract:

SAMPLE

- For nonpayment of the **Service Contract Price**;
- For material misrepresentation by **You**;
- For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or
- For substantial breaches in contractual duties, conditions or warranties.

Cancellation By Lienholder/Lessor is deleted in its entirety and replaced by the following:
If this Service Contract is financed or included in **Your** lease agreement and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder/Lessor (shown on the Information Schedule) to receive the refund.

Wisconsin

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

ADDITIONAL BENEFITS – Emergency Roadside Assistance is amended to include:
Emergency Roadside Assistance is provided by Brickell Financial Services Motor Club, Inc., 7300 Corporate Center Drive, Suite 601, Miami, FL 33126, 1-305-392-4300.

SERVICE CONTRACT LIMITATIONS – is amended as follows: Item #8B is deleted in its entirety.

WHAT TO DO IF REPAIRS ARE NEEDED – "Emergency Repair Instructions" is amended to include: The 30 day time period for filing a claim after a **Breakdown** is deleted and replaced with as soon as reasonably possible.

GENERAL PROVISIONS – Section 5 Subrogation is amended to include: **You** will be made whole before **We** retain any amount **We** may recover.

GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Cancellation By Us is deleted in its entirety and replaced by the following:
If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and the reason for cancelation. **We** may cancel this Service Contract:
- If there has been a material misrepresentation or fraud by **You**;
- If **You** do not pay the **Service Contract Price**; or
- For substantial breach of duties by **You** relating to the use of the covered **Vehicle**.

How Refunds are Calculated is amended as follows:
The $50 administrative fee is deleted and replaced with an administrative fee $50 or 10% of the refund amount, whichever is less.
In the event **Your Vehicle** is declared a total loss, **You** may cancel this Service Contract and receive a pro-rata refund of the **Service Contract Price**, less any claims paid. No administrative fee will be charged.

Wyoming

GENERAL PROVISIONS – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges
Cancellation By You is amended to include:
If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Cancellation By Lienholder/Lessor is deleted in its entirety and replaced by the following:
If this Service Contract is financed or included in **Your** lease agreement and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder/Lessor (shown on the Information Schedule) to receive the refund.

How Refunds are Calculated is amended as follows:
The sentence "**You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**." is revised to read "**You** authorize all refunds will be made payable to the Lienholder/Lessor and **You**."

SAMPLE