application page

GUARD SERVICE CONTRACT

contract # [redacted]

contract holder information

contract holder name [redacted]

home phone _____ cell phone [redacted] work phone _____ e-mail [redacted]

address [redacted]

city / state / zip [redacted]

seller information

seller name [redacted]

phone _____ salesperson [redacted]

address [redacted]

city / state / zip [redacted]

vehicle information

VIN [redacted] year [redacted] make [redacted] model [redacted]

purchase date [redacted] purchase price [redacted] purchase mileage [redacted]

lienholder information

lienholder name [redacted] phone [redacted]

address [redacted]

city / state / zip [redacted]

service contract information

contract purchase price [redacted] deductible [redacted]

effective date [redacted] contract term months [redacted] expiration date [redacted]

effective mileage [redacted] contract term miles [redacted] expiration mileage [redacted]

coverage _____

options _____

*if no **Deductible** is indicated above, the **Deductible** will be $100

Notice to Purchaser:
This Contract is optional, cancellable, and not a condition of credit, or the equivalent. The purchase of this Contract is a separate consideration from the purchase price of the Vehicle and is not a requirement to purchase the Vehicle, or to obtain financing;
This Contract is not connected, either directly or indirectly, with the warranty issued by the manufacturer of this Vehicle;
This Application Page and Terms & Conditions constitute Your Service Contract;
The Coverage I have chosen expires according to the term indicated on the Application Page as defined herein;
The components and parts covered under this Contract are listed herein, for the level of Coverage indicated on the Application Page;
If no Coverage is shown on the Application Page, Coverage will be POWERTRAIN;
I understand to file a claim in the event my Vehicle has a Failure, I am to follow the instructions listed herein;
I understand that in order to maintain Coverage under this Contract, I must have my Vehicle serviced as indicated herein;
I understand that I have the right to cancel this Contract and receive a refund as indicated herein;
I understand this Contract does not cover a number of exclusions which are listed herein;
I have read and understand the Limit of Liability as defined herein;
I hereby acknowledge and accept the provisions of the Resolution of Disputes clause as stated herein.

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

[redacted]

Contract Holder Date

[redacted]

Seller Representative Date

Provider and Administrator:

- **In CA:** Veritas Global Insurance Services INC (Administrator - License Number:0N02262); Old Republic Insured Automotive Services, Inc. (Provider – License Number: 0C79822)
- **In FL:** Central Administrative Service Corporation of Florida, INC dba Veritas Global Protection of Florida (License Number: 18-82420685; Company Code: 33922)
- **All Other States:** Central Administrative Service Corporation, INC (Provider/ Obligor); Veritas Global Protection Services, INC (Administrator)

SAMPLE

VIP Assurance Guard Service Contract

SECTION I. DEFINITIONS

The following definitions apply to words frequently used in this **Contract**:

1. **Administrator** means **Veritas Global Protection Services, INC**, a company located at 3550 N Central Ave, Suite 800, Phoenix, AZ 85012, with phone number (888) 572-4310, except in the state of California where **Administrator** is doing business as **Veritas Global Insurance Services INC**, with license number: 0N02262; in the state of Florida, **Administrator** means **Central Administrative Service Corporation of Florida, INC dba Veritas Global Protection of Florida**, a company located at 4830 West Kennedy Boulevard, Suite 600, Tampa, FL 33609, with phone number (877) 854-5641; with Florida license number 18-82420685; and with Florida company code 33922.
2. **Agreement, Service Agreement, Service Contract, Vehicle Service Contract, or Contract** means this **VIP Assurance Guard Service Contract** that is by and between **You** and **Us**.
3. **Application Page** means **Your** application for coverage on page 1 of this **Contract** where coverage options are listed.
4. **Breakdown** means the **Failure** of any original or like replacement part covered by this **Agreement** to perform its intended function(s) in normal service, providing it has received all scheduled maintenance, at the proper intervals recommended by the Vehicle's manufacturer. **Breakdown does not include the gradual reduction in operating performance caused by wear and tear where Failure has not occurred**.
5. **Commercial Use** 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, or plumber).
6. **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 national labor and parts manual.**
7. **Coverage** means the component protection **You** have chosen, as shown on the **Application Page**.
8. **Deductible means the Deductible amount You will need to pay, as shown on the Application Page for each covered Failure repair visit.**
9. **Dealer, Seller or Selling Dealer** means the store from whom **You** purchased this **Agreement** shown on the **Application Page**.
10. **Failure** means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely due to its condition, **and not due to the action or inaction of any non-covered parts**. In addition, a **Failure** will be deemed to have occurred when a covered part has worn beyond the manufacturer's tolerances allowed for the particular **Vehicle** at the mileage when the problem occurs.
11. **Option** means any additional amount charged to **You** for **Coverage** under this **Service Contract** and indicated on the **Application Page.**
12. **Repair Facility** means a franchised automotive retailer or ASE licensed **Repair Facility**. **Unless otherwise provided, repairs performed by any facility must receive authorization as provided in Section III. prior to beginning repairs**.
13. **Vehicle** means the vehicle, which is described on the **Application Page**, **which cannot be used for rental, emergency or for hire purposes**.
14. **We, Us,** or **Our** means the entity who is obligated to perform under this **Contract** (the "obligor"). The obligor of this **Contract** is **Central Administrative Service Corporation, INC**, a company located at 3550 N Central Ave, Suite 800, Phoenix, AZ 85012, with phone number (888) 572-4310, except in the state of California where **We, Us,** or **Our** means **Old Republic Insured Automotive Services, Inc.**, a company located at 8282 South Memorial Drive, Tulsa, OK 74133, with phone number (800) 331-3780 (License Number: 0C79822); in the state of Florida **We, Us,** or **Our** means **Central Administrative Service Corporation of Florida, INC doing business as Veritas Global Protection of Florida**, a company located at 4830 West Kennedy Boulevard, Suite 500, Tampa, FL 33609, with phone number (877) 854-5641; with Florida license number 18-82420685; and with Florida company code 33922..
15. **You** or **Your** means the **Contract** holder named on the **Application Page** or the person to whom this **Contract** was properly transferred.

SECTION II. TERMS AND CONDITIONS

These **Terms and Conditions** include information about **Coverage**, Benefits, Cancellations, What to do in the Event of a **Failure** and Exclusions of **Your Vehicle Service Contract.**

1. **Agreement Term: Coverage under this Contract begins immediately and will expire according to the Contract Term Months and Contract Term Miles of this Contract, whichever occurs first, as shown on the Application Page. The Effective Date and Effective Mileage fields on the Application Page represent the mileage and date in which this Coverage begins. The Expiration Date and Expiration Mileage fields on the Application Page represent the date and/or mileage when this Coverage will expire, based on whichever occurs first.**
2. **Territory: This Contract is limited to Failures which occur, and repairs that are made, within the United States of America (excluding U.S. territories and possessions) and Canada.**
3. **Failure of Covered Parts: We** will pay on behalf of or reimburse **You** for the reasonable **Costs** to repair or replace any of the parts included in **Your Coverage** which cause a **Failure. Replacement parts may be new, remanufactured or replacement parts of like kind and quality.** Sales tax will be authorized for covered **Failures** only when required by the applicable state where the repair is taking place.
4. **Limits of Liability: The limit of Our liability for each claim made under this Contract is the greater of the Actual Cash Value or J.D. Power NADA Used Car Guide equivalent of the Vehicle determined immediately prior to the Breakdown or the Cost of repair based upon national labor and parts manual. The aggregate limit**

SAMPLE

of liability for this Contract shall be the original purchase price of the Vehicle. In no event will We pay any amounts after the aggregate limit of liability is reached. Once the aggregate limit of liability for this Contract has been reached, as defined above, this Contract, its transfer and cancellation rights terminate.

5. **Our Right to Recovery:** If **We** pay anything under this **Contract** and **You** have a right to recover from another party, **Your** rights will become **Our** rights up to the amount **We** paid. **You** will do whatever is reasonably necessary to enable **Us** to enforce these rights.

6. Resolution of Disputes: **READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.** **As used in this provision, "You" and "Your" means the person or persons named in this Agreement, and all of his/her heirs, survivors, assigns and representatives. And "We" and "Us" shall mean the Obligor identified on the Declarations Page and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the Dealers, licensees, and employees of any of the foregoing entities. Any and all claims disputes, or controversies of any nature whatsoever (whether in Contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Agreement or any prior Agreement, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's rules by calling (800) 778-7879. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § et seq. In California, Arbitration is governed by the California Arbitration Act, California Code of Civil Procedure sections 1280 et seq. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision. This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provisions shall continue in force and effect subsequent to and notwithstanding the expiration of termination of this Agreement. Any and all disputes will be resolved in accordance with the laws of the State in which You reside. You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims.** **YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION, NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS TO ANY CLAIM.**

7. **Transfer Rights: This Contract is not transferrable to another vehicle. This Contract is for the benefit of the original Contract holder but is transferable subject to a transfer fee and Your providing of the following: a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable; b) Contract is being transferred to a subsequent private purchaser of Your Vehicle (Transfer rights are voided when the Vehicle is traded or sold to an individual or entity engaged in the wholesale or retail sale, leasing or rental of Vehicles). You must submit the following: a) Complete a Transfer Application (Available from the Administrator) and submit to the Administrator; b) Provide a Bill of sale with the Transfer Application indicating the sale date and mileage at time of sale; c) Issue a check in the amount of fifty dollars ($50.00) for the Transfer fee made payable to the Administrator; and d) Provide all documents to the Administrator within sixty (60) days of the transfer of Vehicle ownership. Please send any and all transfer requests, all required documents as described above, as well as a check payable to the Administrator to the following address: 3550 N Central Ave, Suite 800, Phoenix, AZ 85012.**

8. **Deductible**: **In the event of a Failure covered by this Contract, You may be required to pay a Deductible. No Deductible payment is required with respect to Coverage listed in SECTION VI. ADDITIONAL BENEFITS OF COVERAGE of this Contract. The Deductible amount You have to pay is shown on the Application Page for covered Failures on a per repair visit basis. Should a covered Failure require more than one visit to repair, only one Deductible will apply to that Failure. If no Deductible is checked on the Application Page of this Contract, the one-hundred dollar ($100) Deductible will apply.**

9. **Reinstatement: In the event this Contract is cancelled, We reserve the right to approve or reject any and all requests for reinstatement.**

10. **Labor Rates and Parts: We shall only be required to repair the Vehicle with parts and/or components that We select, including the USE OF USED, NON-OEM, REMANUFACTURED, REFURBISHED, OR RECONDITIONED PARTS AND/OR COMPONENTS**. **You** may be requested to have the **Vehicle** moved to another **Repair Facility.**

11. **Contract Holder's Maintenance Requirements: You must have Your Vehicle checked, serviced, and properly maintained as recommended by the Vehicle's manufacturer. Failure to follow these recommendations may result in the denial of claims.**

12. **THIS IS NOT AN INSURANCE POLICY; IT IS A SERVICE CONTRACT. Our obligations and the performance to You under this Contract are guaranteed and insured by a policy issued by Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. The telephone number for Old Republic Insurance Company is (800) 331-3780. If any covered claim is not provided or refund is not paid within sixty (60) days (thirty (30) days for Alaska residents), or if the provider becomes insolvent or otherwise financially impaired, after proof of loss has been filed, You may file a claim directly with the Insurance Company by contacting the Insurance Company at the number provided above.**

13. **Privacy Policy:** The **Administrator** follows a strict privacy policy when dealing with customer information. To view the privacy policy, go to http://www.veritasprotection.com/privacypolicy or contact the **Administrator** in writing at the address shown in **SECTION I. DEFINITIONS** under **Administrator**.

14. **Entire Agreement:** This **Agreement** represents the entire **Agreement** between **You** and **Us**. No person has the authority to change this **Agreement** or

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to waive any of its provisions. No other written or oral statements apply to this **Agreement**.

15. **Oil Changes and Verifiable Receipts: In the event of a Breakdown, We may request oil change and/or service records to verify that maintenance has been properly done in accordance with manufacturer recommendations. You are responsible for keeping all service records and/or receipts. Failure to provide this documentation when requested by Us in the event of a claim may result in the denial of a claim.**

SECTION III. WHAT TO DO IN THE EVENT OF A FAILURE OR BREAKDOWN

Filing a Breakdown Claim: If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

You must contact 1-888-212-4941 (in California 1-877-310-1580) (in Florida 1-888-217-7592), prior to any repairs.

1. **Prevent Further Damage- Immediately take action to prevent further damage to Your Vehicle. The operator of Your Vehicle is responsible for observing Vehicle warning lights, gauges, and sensory items that indicate a potential Breakdown. Upon this observation, You must immediately arrange for the Vehicle to be diagnosed, and cease operating the Vehicle. Failure to properly take this action or the continued operation of Your Vehicle may result in the denial of claims.**
2. **If Your Vehicle breaks down, return to the issuing Dealer or an ASE-certified mechanic during normal service department hours. If this is not possible, take Your Vehicle to an ASE-Certified licensed Repair Facility (You may contact the phone number above for assistance in locating a Repair Facility).**
3. **Obtain Authorization - Once You have taken Your Vehicle to the Dealer or an authorized Repair Facility, give them Your Contract Number. You or the Repair Facility must contact 1-888-212-4941 (in California 1-877-310-1580) (in Florida 1-888-217-7592) to obtain authorization to proceed with the claim. Any claim for repairs without prior authorization WILL BE denied, with the exception of Emergency Repairs as defined in this section of the Contract. The amount authorized will be the maximum amount that will be paid for repairs covered under the terms of this Contract. Any additional amount must obtain additional approval by contacting the same number as stated above.**
4. **If applicable, authorize teardown and/or inspection - in some cases, You may need to authorize the licensed Repair Facility to inspect and/or teardown Your Vehicle in order to determine the cause of Failure and cost of the repair. We will be obligated to pay, up to the maximum market rate amount; if the Breakdown is a covered repair. The Repair Facility must get prior authorization to begin the teardown by calling the claims number as stated above. You may be requested to take Your Vehicle to another Repair Facility.**
5. **Review Coverage- After You have filed a claim, You should review with the Repair Facility what will be covered under this Contract.**
6. **Pay any Deductible (If Applicable)- The Administrator will reimburse or pay to the Dealer, Repair Facility, or You, for the Cost of authorized repairs performed on Your Vehicle, less any applicable Deductible. All repair orders and documentation must be submitted within thirty (30) days by the Dealer, Repair Facility, or You to qualify for payment.**

Emergency Repairs: Should an emergency occur which requires a repair of a Breakdown to be made at a time when Our office is closed, and failure to repair the Breakdown immediately will either 1) render Your Vehicle unsafe to drive, 2) result in further damage to Your Vehicle or, 3) cause other components on Your Vehicle to fail, follow the claim procedures above without authorization, and the Administrator will make reimbursement to You or the authorized Repair Facility in accordance with the provisions of this Contract if the Breakdown is a covered repair. You must contact the number above (or at the address located in Section I) within three (3) business days from the date of repair to determine if the repair is a covered repair. A REPAIR WILL NOT BE CONSIDERED AN EMERGENCY REPAIR UNLESS THE ABOVE CONDITIONS ARE MET.

NO CLAIMS WILL BE PAID UNLESS THE STEPS ABOVE ARE FOLLOWED.

SECTION IV. COVERAGE

During the term of the **Agreement**, **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** to remedy any covered **Failure** of the components listed below, within the **Coverage** level indicated on the **Application Page** less **Your Deductible**. Except for **PREMIER Coverage**, **components not listed are not covered.**

REPLACEMENT PARTS USED IN COVERED REPAIRS MAY INCLUDE NEW, REMANUFACTURED, PRE-OWNED OR NON-ORIGINAL EQUIPMENT MANUFACTURER PARTS. This Contract does allow Us to provide benefits utilizing non-original equipment manufacturer parts.

If no **Coverage** is shown on the **Application Page** of this **Contract**, **Your Coverage** is **POWERTRAIN Coverage**.

POWERTRAIN

When POWERTRAIN Coverage has been purchased as shown on the Application Page, only the following parts are covered; Components not listed are not covered: ENGINE (GAS/DIESEL): The following parts are covered: pistons, piston rings, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. **The engine block and/or cylinder heads are also covered if the above-listed parts cause a Breakdown of the engine block and/or cylinder heads. TURBO/SUPERCHARGER:** (**Factory installed only**): All internally lubricated parts of the factory installed turbocharger/supercharger. **The turbocharger/supercharger housing is covered if the internally lubricated parts cause a Breakdown of the turbocharger/supercharger**

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housing. TRANSMISSION/TRANSAXLE: All internally lubricated parts of Manual or Automatic Transmissions, including oil pump, drums, planetaries, sun gear and shell, shafts, bearings, side gears, carrier pinion gear, ring gear, shift rail, forks, synchronizers, and Torque Converter. **Breakdown of the Transmission/ Transaxle case is covered only if caused by the Failure of an internally lubricated covered part**. **DRIVE AXLE:** All internally lubricated parts. **Drive axle housing is also covered if damage is caused by Breakdown of an internally lubricated part**. **TRANSFER CASE:** All internally lubricated parts of the 4 x 4 Transfer Case. **Breakdown of the Transfer Case is covered if caused by the Failure of an internally lubricated part. SEALS & GASKETS: Seals and gaskets are only covered when required in connection with the replacement or repair of a covered part.**

POWERTRAIN PLUS

When POWERTRAIN PLUS Coverage has been purchased as shown on the Application Page, only the following parts and parts covered under POWERTRAIN Coverage are covered; Components not listed are not covered: ELECTRICAL: Alternator, voltage regulator, heater fan, starter motor, starter solenoid, and starter drive. **AIR CONDITIONING:** Condenser, compressor, and evaporator. **Orifice Tube and Accumulator/Receiver Dryer is also covered if required in connection with the repair of a covered part listed above.SEALS & GASKETS: Seals and gaskets are only covered when required in connection with the replacement or repair of a covered part.**

POWERTRAIN ENHANCED

When POWERTRAIN ENHANCED Coverage has been purchased as shown on the Application Page, only the following parts and parts covered under POWERTRAIN and POWERTRAIN PLUS Coverage are covered; Components not listed are not covered: ENHANCED ELECTRICAL: Power window motors and regulator; power door lock actuators; power truck switch; and power antenna motor. **COOLING SYSTEM:** Cooling Fan; Cooling Fan motors; and fan clutch. **FUEL SYSTEM:** Fuel Pump; fuel injection pump; metal fuel lines; fuel pressure regulator; fuel sending unit; and fuel gauge. **AIR CONDITIONING:** Condenser, compressor, and evaporator. **Orifice Tube and Accumulator/Receiver Dryer is also covered if required in connection with the repair of a covered part listed above. SEALS & GASKETS: Seals and gaskets are only covered when required in connection with the replacement or repair of a covered part.**

DELUXE

When DELUXE Coverage has been purchased as shown on the Application Page, only the following parts and parts covered under POWERTRAIN, POWERTRAIN PLUS, and POWERTRAIN ENHANCED Coverage are covered; Components not listed are not covered: ENGINE – GAS/DIESEL: Cylinder Block, Cylinder Head(s), Rotary Housing and all Internally Lubricated Parts contained within the engine including: Pistons; Piston Rings; Connecting Rod Bearings; Crankshaft; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Chain or Belt; Timing Gears, Guides, Tensioners; Rocker Arms; Rocker Shafts; Rocker Bushings; Cylinder Head Valves; Valve Guides; Valve Lifters; Valve Springs; Valve Seals; Valve Retainers; Valve Seats; Push Rods; Water Pump; Fuel Pump; Oil Pump and Oil Pump Housing; Harmonic Balancer; Oil Pan; Timing Chain Cover; Intake and Exhaust Manifolds; Valve Covers; Engine Mounts;. (**The oil pan and valve covers are only covered if damaged by the Breakdown of a Covered Part**). **TURBO/SUPERCHARGER:** (**factory installed only**) Turbocharger / Supercharger Housing and All Internally Lubricated Parts. (**Housing is only covered if damaged by Breakdown of a Covered Part.**) **TRANSMISSION:** (Automatic or Standard) Transmission Case and all Internally Lubricated Parts plus: Torque Converter; Flywheel/Flex Plate; Vacuum Modulator; Electronic Shift Control Unit; Transmission Cooler; Transmission Mounts; Oil Pan; Slave/Clutch Master Cylinder; Pilot Bearing; and Throw-Out Bearing. (**Transmission case is covered if damage is due to the Breakdown of a Covered Part**). **DRIVE AXLE ASSEMBLY:** (Front and Rear) Drive Axle Case; All Internally Lubricated Parts contained within the Drive Axle; Locking Hubs; Drive Shafts; Center Support Bearings; Universal Joints; Constant Velocity Joints; Axle Bearings; Four–Wheel Drive Actuator; and Differential Cover. (**The drive axle housing is only covered if damaged by the Breakdown of a Covered Part**.) **TRANSFER UNIT:** Transfer Case and All Internally Lubricated Parts. (**Transfer case is only covered if damaged by the Breakdown of a Covered Part**). **BRAKES:** Master Cylinder; Power Brake Cylinder; Vacuum/ Hydro Assist Booster; Disc Brake Caliper; Wheel Cylinders; Compensating Valve; Brake Hydraulic Lines and Fittings; Hydraulic Control Unit; Hydraulic Trailer Brake Assembly and its Components. The following ABS Parts are also covered: Electronic Control Processor; Wheel Speed Sensors; Hydraulic Pump/Motor Assembly; Pressure Modulator Valve/Isolation Dump Valve; and Accumulator. **STEERING:** All Internally Lubricated Parts contained within the Steering Box; Rack and Pinion Gear; Power Steering Pump; Power Steering Hoses; Steering Knuckles; Pitman Arm; Idler Arm; Tie Rod Ends and Drag Link; Steering Dampner; Upper and Lower Steering Column Shafts and Couplings, including Internal Tilt–Wheel Mechanism; Steering Box and Rack and Pinion Gear Housings; Power Steering Assist Cylinder; Power Steering Pump Cooler; Twin "I" Beam & Bushings; and Steering Travel Stop. Rear Wheel Steering: Rear Steering Shaft and Couplings; Power Cylinder and Pump; Electronic Control Unit/Solenoid; Phase Control Unit; Stepper Motor; Steering Box; Control Valve; Rack; and Tie Rod Ends. **ELECTRICAL COMPONENTS:** Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive; Engine Compartment Wiring Harness; Computerized Timing Control Unit; Electronic Ignition Module; Crank Angle Sensor; Knock Sensor; Ignition Switch; Ignition Switch Lock Cylinder; Front and Rear Window Wiper Motor, Washer Pump and Switch; Stop Lamp Switch; Headlamp Switch; Turn Signal Switch; Heater/A.C. Blower Speed Switch; Manual Heater/A.C. Control Head; Horns; Trailer Brake Wiring Harness; Auxiliary Power Supply Wiring; Exterior Cab Lighting; Auxiliary Fuel Tank Switching Unit and Switch. Electronic Instrument Cluster; Distributor; Ignition Coil; Electronic Combination Entry System (**Does Not Include Transmitters and Receivers for Remote Locks**); Cruise Control Module, Transducer, Servo and Amplifier; Powertrain Control Module; Headlamp Motors; Power Window Motor; Power Seat Motor; Power Mirror Motor; Power Antenna Motor/Mast Assembly; Convertible Top Motor; Power Sunroof Motor; Power Window Switch; Cruise Control Engagement Switch; Power Seat Switch; Power Mirror Motor Switch; Rear Defogger Switch; Power Door Lock Actuator and Switch. **AIR CONDITIONING:** Condenser; Compressor, Compressor Clutch and Pulley; Air Conditioning Lines and Hoses; Evaporator; Idler Pulley and Idler Pulley Bearing; High/Low Compressor Cut–Off Switch; Expansion Valve; and Pressure Cycling Switch. **The following parts are also covered if they are required in connection with the repair of a Covered Part listed above and only if they have failed: Accumulator/Receiver Dryer; Orifice Tube; Oil and Refrigerant. FRONT & REAR SUSPENSION:** Upper and Lower Control Arms; Control Arm Shafts and Bearings or Bushings; Upper and Lower Ball Joints; Radius Arm and Bushings; Torsion Bars, Mounts and Bushings; Stabilizer Bar, Links and Bushings; Struts; Strut Bearing Plates; Spindle and Spindle Support; Wheel Bearings; Pannard Bar; Track Bar; Suspension Bumpers; Leaf Springs; Leaf Spring Shackles and Hardware; Load Assist Shocks; Shocks; Load Assist Springs; and Coil Springs. Variable Dampening Suspension: Compressor; Control Module; Dampening Actuator; Solenoid; Struts; Height Sensor; and Mode Selector Switch. **FUEL SYSTEM:** Fuel Injection Pump and Injectors; Vacuum Pump; Fuel Tank; Fuel Tank Sending Unit; Metal Fuel Delivery Lines; Fuel Pressure Regulator; and Fuel Tank Switching Unit/Switch. **COOLING SYSTEM:** Engine Cooling Fan and Motor; Fan Clutch; Belt Tensioner; Radiator; Heater Core; Thermostat; Blower Motor; Hot Water Valve; Engine Oil Cooler; Cooler Lines and Fittings. **SEALS & GASKETS: Seals and Gaskets are covered only in conjunction with a repair or replacement of the above Covered Parts. Minor loss of fluid or seepage is considered normal and is not considered a mechanical Breakdown and is not eligible for Coverage.**

PREMIER (Exclusionary)

If PREMIER Coverage is shown on the Application Page of this Agreement, We will pay on behalf of or reimburse You for the Costs to repair or replace

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a Failure of ALL OF YOUR VEHICLE'S PART(S) OR COMPONENT(S), including seals and gaskets, except for those components and conditions listed under SECTION V. EXCLUSIONS – WHAT IS NOT COVERED of this Contract.

SECTION V. EXCLUSIONS – WHAT IS NOT COVERED

Coverage is not provided under this Contract for any of the following Exclusions:

1. **Pre-Existing Condition(s): Any Vehicle found not to be in good mechanical order at the time this Contract is placed on the Vehicle, or any Failure that occurred prior to the purchase of this Contract. Any Breakdown and/or Failure, whereby the cause of Failure occurred due to a condition that pre-dated the purchase of this Contract shall also be expressly excluded from Coverage.**
2. For damage to a covered part caused by the Failure of a part that is not listed as covered under this Agreement.
3. When the responsibility for the repair is covered by an insurance policy, or any warranty from the manufacturer, such as extended drive train, major component, or full Coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Agreement), or a repairer's guarantee warranty regardless of their ability to pay. Further, Coverage under this Agreement is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, such as a recall.
4. **Any covered repair not authorized in advance by Us, except those Emergency Repairs, as outlined in SECTION III. WHAT TO DO IN THE EVENT OF A FAILURE OR BREAKDOWN of this Contract.**
5. **Breakdowns where there has been continued operation of an impaired Vehicle.**
6. Any aftermarket part or component that was installed in the Vehicle to replace an original manufacturer's part or component that is salvaged or was not replaced in accordance with the manufacturer's recommended specifications.
7. Repairs when Your Vehicle's odometer reading does not reflect the true mileage the Vehicle has been driven for whatever reason.
8. Any Breakdowns caused by any modifications, alterations, and/or additions to Your Vehicle, or if any modifications, alterations, and/or additions have been made to Your Vehicle, or You are using or have used Your Vehicle in a manner not recommended by the Manufacturer, including but not limited to, the Failure of any custom or add on/aftermarket part regardless if supplied by a franchised Dealer or not, all frame or suspension modifications, lift kits (unless the lift kit Option is marked on the Application Page and not to exceed 8 inch of combined lift), oversized/undersized tires or wheels not recommended by the original manufacturer (unless lift kit Option is marked on the Application Page and not to exceed 8 inches greater than the Manufacturer's specifications), trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmissions modifications, and/or drive axle modifications, which includes any performance modifications.
9. Any Breakdowns caused by any use of Your Vehicle not recommended by the manufacturer, or if Your Vehicle is used for towing (unless Your Vehicle is equipped with a factory installed or factory authorized tow package), or is used for Commercial Use (unless the Commercial Use Option is shown on the Application Page and only as defined under Commercial Use Option in SECTION VII. ADD-ON COVERAGE OPTIONS of this Agreement), or is used for snow removal (unless the Snow Plow Option is shown on the Application Page of this Contract), rental, taxi, limousine, livery, or shuttle, towing/wrecker service, road repair, construction, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, off-road use, pre-arranged or organized racing, or competitive driving.
10. Repairs made outside of the United States or Canada.
11. Repairs required because of technician negligence, detonation, sludge, or carbon deposits caused by negligence, contamination, rust, and corrosion caused by negligence, and/or operation without the proper lubrication levels or fluid type, if recommended by the manufacturer.
12. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel including fuels containing more than ten-percent (10%) ethanol if the engine was not manufactured for this mixture, excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants, or improper engine adjustments. Any mechanical Breakdown caused by Failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication, or carbon buildup in cylinders.
13. Repairs required because You did not properly maintain Your Vehicle based off manufacturer's recommended maintenance guidelines.
14. Repairs required because of fraud, collision, abuse, negligence, neglect, misuse, road hazards, off-road racing or use, vandalism, riot, theft, fire, war, acts of God, or the loss that is normally covered by Casualty and/or Collision insurance. Loss, damage, or expense resulting directly or indirectly from any intentional, dishonest, fraudulent, criminal or illegal act committed by You, Your employee or agent, or occurring due to confiscation or repossession.
15. **Hybrid and electric batteries are expressly excluded from Coverage.**
16. Repairs that are covered under a repairer's guarantee or another Service Agreement Provider's Coverage, and/or repairs that are covered under an insurance policy, or a manufacturer and/or Dealer customer assistance program or Service Agreement.
17. For any of the following parts: hoses, brake pads, brake linings/shoes, wiper blades, belts, thermostat housing, shock absorbers (not excluded under PREMIER and DELUXE Coverage), carburetor, air springs and air struts, headlight assemblies, taillamp assemblies, blind spot sensors, heated steering wheels, coolant reservoir tanks, fuse boxes (including SAM Modules and Total Integrated Power Modules), Oxygen (O2) sensors, vacuum pumps, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, LED lighting, fuses, circuit breakers, cellular phones, personal computers, pre-heated car systems, game systems, sun shades, radar detection devices, brake rotors and drums, gas cap/filler

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neck, weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, door handles, lift gate handles, tailgate handles, door bushings/bearings, hardware or linkage, tires, tire pressure sensors, wheel/rims. Programming, reprogramming, or updating or maintaining a component that has not mechanically failed. Any equipment not installed by the manufacturer. External nuts, bolts, and fasteners are not covered unless they need to be replaced in connection with a Covered Repair. Engine block and cylinder heads are not covered if damage is caused by external overheating, freezing, or warping. Any other part not listed in SECTION IV. COVERAGE of this Contract.

18. **The Costs of teardown, disassembly, or assembly when a Breakdown is not covered by this Agreement.**
19. **Any regular maintenance services as described and/or recommended by Your Vehicle manufacturer.**
20. **For any safety related maintenance events required by Your state or the manufacturer of Your Vehicle or a Breakdown caused by the continued operation of the Vehicle in an overheated condition irrespective of thermostat Failure or the lack of proper and necessary amounts of coolants or lubricants.**
21. **For any repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer under normal operating conditions.**
22. **Any repair that has been misdiagnosed by the Repair Facility and/or any cause of Failure that cannot be verified as accurate or is found to be inaccurate.**
23. **All Commercial Use Vehicles, unless the Commercial Use Option is shown on the Application Page. If the Option is shown, then only those Commercial Usages listed in SECTION I. DEFINITIONS of this Contract are eligible for Coverage. Any Vehicle used for towing (unless Your Vehicle is equipped with factory installed or factory authorized tow package), or used as a commercial unit (unless appropriate Option is marked on the Application Page and is defined in SECTION VII. ADD-ON COVERAGE OPTIONS of this Contract), or used for rental, taxi, limousine or shuttle, towing/ wrecker service, dumping, cherry pickers, lifting or hoisting, police or emergency service, off-road use, prearranged or organized racing, or competitive driving. Any Vehicle that has been issued a restricted title, including but not limited to: gray market, total loss, salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk, or parts only.**
24. **Our liability of incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Vehicle, loss of time, loss of wages, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your Vehicle is expressly excluded. For the avoidance of doubt, this Contract excludes consequential damages, unless expressly provided herein.**
25. **We shall not be responsible for any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.**
26. **Any and all emissions and/or exhaust components are excluded from Coverage (Exhaust Manifold not excluded under PREMIER and DELUXE Coverage).**

SECTION VI. ADDITIONAL BENEFITS OF COVERAGE

EMERGENCY ROADSIDE ASSISTANCE: In the event **Your Vehicle** is disabled, **We** will dispatch a service vehicle to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive 25 miles of towing at no cost; any additional mileage will be **Your responsibility and payment will be expected at the time service is rendered**. When calling for towing or road service **You** must call 1-855-897-3043. **You** will be required to give the representative assisting **You** the following information: **Producer Code-76004, Your Member Number (which is Your Contract number on the Application Page of this Contract) and Your plan letter which is U**. **COVERAGE**: **You** are entitled to one (1) service per 72-hours. Services available to **You** at no **Cost** are: a tow up to 25 miles; battery jumpstart; flat tire change; fuel delivery (**You are responsible for the actual Cost of the delivered materials**); locksmith. **REIMBURSEMENT**: This is not a reimbursement program. In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. Maximum for any covered services is strictly limited to $50. **You** must send **Your** original receipted roadside bills along with a completed claim form to: **National Adjustment Bureau, LLC located at 800 Yamato Road Suite 100, Boca Raton, Florida, 33431. Attn: Claims.** Claim forms may be obtained online at www.nsdclaims.com or by calling toll-free 1-800-338-2680. **TRIP INTERRUPTION:** In the event of a mechanical **Breakdown** of a covered component or part, **Administrator** will **REIMBURSE Agreement Holder** a maximum of seventy five ($75.00) dollars per day, not to exceed a total of two hundred twenty five ($225.00) dollars up to three days (3), for expenses incurred by **Agreement Holder** for meals and/or lodging, provided: **Agreement Holder** cannot operate **Agreement Holder's Vehicle** due to a mechanical **Breakdown** covered by this **Agreement** and are more than 100 miles away from home, and expenses are incurred between the time of **Breakdown** and the time repairs are completed. (The date of **Breakdown** shall be considered the first day.) One day's trip interruption expense shall be allowed for each eight hours, or portion thereof, of required manual flat-rate labor time. A detailed receipt must be submitted to **Administrator** before reimbursement will be made. **RENTAL: In the event of a Breakdown of a covered part, You will be reimbursed for actual expenses incurred for a rental vehicle at the maximum daily rate of $50.00 per day, for five (5) days, not to exceed $250.00 per occurrence. After the first day of rental, each additional day of rental requires the covered repairs to exceed 4.0 labor hours per additional day as defined in the current year's manufacturers or nationally recognized labor time standards manual. In the event that the Vehicle is not drivable due to the covered Breakdown, We will cover one day of rental for every four (4) labor hours applicable to the covered repair. Under no circumstances will We provide rental Coverage for any repair hours that exceed the operation time for the covered repair as defined in a nationally recognized labor time standards manual (current year's edition). Rental time due to parts backorder or component Failure inspection may be considered at the discretion of the Administrator. Rental Coverage shall not continue beyond the day on which covered repairs are completed. The substitute vehicle must be rented from a licensed and nationally recognized rental agency. To receive reimbursement, You must present the following items within 60 days of the repair completion date: a rental Agreement from a licensed and nationally recognized car rental company signed by You; proof of payment receipt; a copy of the repair order; and any other documentation reasonably requested by the Administrator.** ***All 24-Hour Roadside Assistance services and benefits are administered by Nation Motor Club, LLC located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. In Alabama, Alaska, Utah, and Virginia: All services and benefits are administered through Nation Safe Drivers Services, Inc. located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.***

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SECTION VII. ADD-ON COVERAGE OPTIONS

The following Options are add-on Options and apply ONLY if they show on the Application Page of this Contract:

COMMERCIAL USE OPTION (Mandatory as It Applies): If the **Commercial Use Option** is shown on the **Application Page** of this **Contract**, **We** will pay for covered **Breakdowns** to **Your Vehicle** when **Your Vehicle** is used for any purposes defined as eligible **Commercial Use** under **SECTION I. DEFINITIONS**, of this **Contract**. If the **Commercial Use Option** is shown on the **Application Page** of this **Contract**, it shall negate any provisions in this **Contract** that exclude **Coverage** for **Commercial Use**. **Uses not defined as eligible for Commercial Use under the aforementioned section of this Contract shall not be eligible for Coverage**.

HYBRID VEHICLE OPTION (Mandatory as It Applies): If the **Hybrid Vehicle Option** is shown on the **Application Page**, **You** have **Coverage** in accordance with the applicable terms of this **Contract** for any electric motor, power controller, inverter assembly, generator(s), electronic air conditioning compressor, electronic power, or steering pump. **Hybrid and electric batteries are expressly excluded from Coverage.**

LIFT KIT OPTION (Mandatory as It Applies): If the **Lift Kit Option** is shown on the **Application Page** of this **Contract**, **Coverage** will be provided for **Your Vehicle** if it has oversized/undersized tires (**not to exceed 8 inches greater than manufacturer's specifications**), body lifts, and suspension lifts (**maximum 8-inch combined lift**) that are installed by the **Dealer** or authorized **Dealer** facility at the time of the **Vehicle** sale. **Coverage** will be provided in accordance with the terms and provisions of this **Contract. The odometer must be re-calibrated to register accurate readings in order for Your Vehicle to be eligible for this Coverage. The oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions are specifically excluded from Coverage, and any Failure or Breakdown caused by those oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions shall not be covered under this Contract**.

LUXURY ELECTRONICS COVERAGE – Available on DELUXE Coverage (Until Your Vehicle reaches 100,000 miles on its Odometer) - INCLUDED IN PREMIER Coverage (Until Your Vehicle reaches 100,000 miles on its Odometer): If the **Luxury Electronics Option** is shown on the **Application Page** of this **Contract**, **Coverage** will be provided for the following components on **Your Vehicle**: navigation display unit, navigation control module, navigation system wiring harness, backup cameras, and side mirror cameras/sensors. **The following parts are specifically excluded: antennae; cables and wiring. PHONE SYSTEM:** Charger/cradle, microphone, speakers, phone. **The following parts are specifically excluded from Phone Systems: antennae; wiring & cables. TV/VIDEO ENTERTAINMENT SYSTEM**: LCD screen (**10" or less**), RF modulator, video cassette player with auxiliary inputs (**No recording capability**), digital video disc player, power converter. **The following parts are specifically excluded from TV/Video Entertainment System: remote control; cables and wiring; headphones. INTERNET ACCESS SYSTEMS:** Power converter, satellite receiver, satellite dish or wireless receiver (**where available**). **The following parts are specifically excluded from Internet Access Systems: wiring & cables.**

RIDESHARE OPTION (Mandatory as It Applies): If the **Rideshare Option** is shown on the **Application Page** of this **Contract**, **We** will pay for covered **Breakdowns** to **Your Vehicle** when **Your Vehicle** is used for more than twenty-five (25%) of the time to transport passengers in exchange for compensation, including smartphone applications such as Uber and Lyft, the **Rideshare Option** must show on the **Application Page. This Option is mandatory as it applies. Vehicles equipped with equipment specifically for "Taxi Use" are specifically excluded from Coverage and are not considered "Rideshares" under this Contract. If this Option is shown on the Information Schedule of this Contract, this Option will expire and Coverage for this Option will expire once Your Vehicle reaches 300,000 miles on Your Vehicle's Odometer.**

SEALS AND GASKETS (Included in PREMIER Coverage): If the **Seals and Gaskets Option** is shown on the **Application Page**, **You** have **Coverage** in accordance with the applicable terms of this **Contract** for all seals and gaskets for the components listed in **Your** chosen **Coverage except when the cause of Failure is the result of overheating, lack of lubrication, or lack of required fluids. However, minor loss of fluid or seepage is considered normal and is not considered a Breakdown and is not eligible for Coverage. If this Option is shown on the Application Page of this Contract, this Option will expire and Coverage for this Option will expire once Your Vehicle reaches 125,001 miles on Your Vehicle's Odometer.**

SNOWPLOW OPTION (Mandatory as It Applies): If the **Snowplow Option** is shown on the **Application Page** of this **Contract**, **We** will pay for covered **Breakdowns** to **Your Vehicle** when **Your Vehicle** is used for snow removal, **provided Your Vehicle is properly equipped for such use and it is not used commercially (unless the Commercial Use Option is shown on the Application Page of this Contract)**. **The snow plow itself, and any and all other systems related to snow removal is specifically excluded from Coverage under this Contract.**

If Your Vehicle is found to be equipped with 4X4 / AWD, Diesel Engine, Turbo/Supercharger, Hybrid Engine, Snow Plow, or Lift Kit, and the corresponding Option is not checked on the Application Page of this Contract, then no Coverage will be provided for Failures related to that Option during the term of this Contract.

SECTION VIII. CANCELLATIONS

1. **You may cancel this Contract at any time for any reason by notifying Us or the Administrator. You will need to mail in either a Cancellation Form, which may be obtained by going to http://www.veritasprotection.com/veritascanx, or You may mail in a Letter of Cancellation to the Administrator at the following address: ATTN: Cancellations, 3550 N Central Ave, Suite 800, Phoenix, AZ 85012. The letter must have Your signature, the date of cancellation, and the cancellation mileage. If You transfer this Contract to a private purchaser, that person shall have all rights to cancel this Contract identified in this section, unless otherwise provided herein.**
2. **We expressly reserve the right to cancel this Contract. We may cancel this Contract for non-payment, for Your material misrepresentation in obtaining this Contract or in submitting a claim, or for other reasons allowed by state law as disclosed in the State Specific section below.**
3. **If Your Vehicle and this Contract have been financed, the lienholder may cancel this Contract for non-payment, or if Your Vehicle has been declared a total loss or repossessed. The rights under this Contract are transferred to the lienholder and the lienholder is also entitled to any resulting refund. Cancellations requested by the lienholder will result in a refund to the lienholder calculated as though You requested the cancellation.**

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4. **If this Contract is cancelled within thirty (30) days of purchase for any reason whatsoever and no claim has been made or paid, the entire Contract Purchase Price will be refunded and the Contract will be void. If You cancel this Contract after thirty (30) days of purchase, or if a claim has been made or paid within thirty (30) days of purchase, the amount of the unearned Contract Purchase Price paid by You will be refunded according to the pro-rata method reflecting either the lesser of the days in force or the mileage elapsed based on the term of the Contract. Elapsed time and mileage shall be measured from the Contract Effective Date and the Current Mileage shown on the Application Page, less a cancellation fee of fifty dollars ($50.00), except where state law or regulation prohibits the fee or requires a lesser amount. If We cancel this Contract after thirty (30) days of purchase or if a claim has been made or paid, the amount of the unearned Contract Purchase Price paid by You will be refunded according to the pro-rata method reflecting the lesser of the days in force or the mileage elapsed. We will not charge a cancellation fee if We cancel this Contract. In the event of cancellation whereby a lien has been placed against the Vehicle, the lienholder (as indicated on the Application Page) will be named on the cancellation refund check. Any refund owed will be paid or credited within 30 days of the date We or the Administrator receive notice of Your request to cancel. If We cancel this Contract and a refund is owed, it will be paid or credited within thirty (30) days of the effective date of cancellation.**

SECTION IX. STATE AMENDMENTS

If You purchased this Service Contract in any of the following states, the provision and/or provisions in this Addendum shall supersede, replace, and override any language in the Agreement to the Contrary, where it applies for the State in which You purchased your Vehicle:

Notice to Consumers: The benefits provided may duplicate a manufacturer or seller's warranties that come automatically with every sale. You may be required by the Seller of this Coverage to pursue those warranties, which are available to You without this Contract. 2) The terms of this written Agreement control the entire Contract between You and Us. No change or modification to the written terms is valid. 3) The Contract is based upon information you provided to Us on the Application Page. This Contract will be automatically extended while this Contract is in custody of an authorized Repair Facility in all states.

The Arbitration clause shall be stricken in its entirety in the following states: Arizona, Arkansas, Georgia, Maryland, Mississippi, Nebraska, Oregon, Wisconsin, and Wyoming**. In these states, the following language shall apply to the resolution of any disputes arising under this Contract: Should a dispute, controversy, or claim arise out of or relating to this Contract, the dispute, controversy, or claim arising out of or relating to this Contract, or a breach hereof, may be settled by non-binding Mediation. Either party may make a written request to any nationally recognized organization that performs consumer related Mediation services. If both parties agree to Mediate in writing, the parties shall then agree to abide by the consumer related protocol established by the chosen Mediation organization and the laws of the state where the purchaser resides as well as federal law. Otherwise, any dispute, controversy, or claim arising out of or relating to this Contract shall be settled in a court of competent jurisdiction, according to the laws of the state where the Contract purchaser resides at the time the dispute, claim, or controversy arose, and federal law.**

In Alabama, the cancellation fee described in **SECTION VIII. CANCELLATIONS**, paragraph 4. shall be twenty-five dollars ($25.00). The right to void the **Contract** is not transferrable and applies only to the original **Contract** holder. **We** will mail a written notice to **You** at **Your** last known address contained in **Our** records at least five (5) days prior to cancellation by **Us**. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by **You** to **Us** relating to the covered property or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Service Contract** to **Us**. Any refund due to **You** may be credited to any outstanding balance of **Your** account, and the excess, if any, shall be refunded to **You**. This **Contract** excludes consequential and preexisting conditions.

In Alaska, the cancellation fee described in **SECTION VIII. CANCELLATIONS,** paragraph 4. shall not exceed the lesser of seven and one half percent (7.5%) of the unearned pro rata **Contract** Purchase Price, based upon the greater of the time or mileage expired from the **Contract** purchase date and odometer reading on the effective date of cancellation, or twenty-five dollars ($25.00). If **We** do not pay or credit a refund owed to **You** within forty-five (45) days after **You** cancel this **Contract** to **Us** or the effective date of cancellation in the event of cancellation by **Us**, a penalty in the amount of ten percent (10%) of the provider fee paid by **You** for each month the refund remains unpaid shall be added to the refund. **We** shall mail a written notice to **You** at **Your** last known address contained in **Our** records at least five (5) days before cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by **You** in obtaining the **Service Contract** or by **You** in pursuing a claim under the **Service Contract**. Any refund or credit will be made within thirty (30) days after the return of this **Contract** to **Us** or the **Administrator** or the effective date of cancellation in the event of cancellation by **Us**.

In Arizona, the cancellation fee described in **SECTION VIII. CANCELLATIONS**, paragraph 4. shall not exceed the lesser of ten percent (10%) of the **Contract Purchase Price**, as stated on the Information Schedule, or fifty dollars ($50.00). Notwithstanding anything to the contrary contained herein, this **Contract** shall not be cancelled or voided due to acts or omissions of **Us**, **Our** assignees, or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent, and workmanlike manner. Parts or components repaired or replaced under the **Service Contract** will not be excluded from **Coverage**. This **Contract** shall not be cancelled or voided for reasons within the knowledge and/or control of **Us** or the **Selling Dealer** including but not limited to prior use; the odometer has been tampered with prior to purchase; misrepresentation by **Us**, the **Selling Dealer**, **Our** assignees, or **Our** subcontractors; or ineligibility for the program, including gray market, high performance, and GM diesel autos. This **Contract** will be cancelled or voided by **Us** or **Our** representatives for the following material acts or omissions: (a) fraudulent or unlawful acts by the **Contract** holder arising out of or relating to the **Service Contract**; (b) the **Contract** holders use of a covered consumer product in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the consumer product will be damaged or require repairs. **You** have a right to file a complaint with the Arizona Department of Insurance and Financial Institutions by contacting the Department at (602) 364-2499 or difi.az.gov.

In Arkansas, notwithstanding anything to the contrary contained herein, **We** will not reduce any **Breakdown** benefits due to the depreciation of parts.

In California, the **Contract** Purchase Date is the Effective Date listed on the **Application Page. SECTION I. DEFINITIONS, 4. Breakdown** is deleted in its entirety and replaced with the following: **4. Breakdown,** means the **Failure** of the operational or structural of a covered part due to a defect in materials or workmanship. Subsequent damages resulting from the **Breakdown** of a covered part are covered by this **Contract** with exceptions, including, but not limited to, when **You** have failed to perform the recommended maintenance services for **Your Vehicle. Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a Failure has not occurred**. **DEFINITIONS, 5. Commercial Use** is deleted in its entirety and replaced with the following: **5. Commercial Use** means **Your Vehicle** is used for commercial purposes including: vehicles used for commuting on sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening) or light duty contracting (e.g. electrician, carpenter, or plumber). **Any commercial use that requires modifications or use as listed in Section V. Exclusions is not eligible for any Coverage under the Commercial Use Option. Using Your Vehicle to perform commercial work-related functions including hauling, construction work, principal off-road use, daily rentals, livery, carrying passengers for hire (taxi, limousine or shuttle services), towing or road service operations, snowplowing, government/military use, law enforcement, fire, ambulance or other emergency services is not eligible for any Coverage under the Commercial Use Option. For pickup and/or delivery services (e.g. Uber Eats, DoorDash) or rideshare purposes (e.g. Uber, Lyft) only, once Your Vehicle reaches 300,000 miles on Your Vehicle's odometer, pickup/delivery and rideshare use is not eligible for any Coverage under the Commercial Use Option. DEFINITIONS, 10. Failure** is deleted in its entirety and replaced with the following: **Failure** means a covered part has suffered a Failure when it can no longer perform the function for which it was designed solely because of its condition and not because

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of the action or inaction of any non-covered parts.

SECTION II. TERMS AND CONDITIONS, 11. Contract Holder's Maintenance Requirements, is deleted in its entirety and replaced with the following: **You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations. Note: Your Owner's Manual contains the manufacturer's recommendations that list different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your driving habits and climate conditions. Failure to follow the manufacturer's recommendations that apply to Your driving habits and climate conditions may result in the denial of Coverage. All verifiable receipts must be retained for any service work and may be requested. We may request receipts to verify Vehicle maintenance. If You perform Your own service, You must retain all receipts that show purchase of materials used in Vehicle maintenance procedures. We will not deny Coverage to You solely due to lack of verifiable receipts for maintenance services performed. If an Owner's Manual was not provided with Your Vehicle, please contact Your Vehicle's manufacturer for information regarding Your Vehicle's maintenance requirements or call Us for assistance.**

SECTION II. TERMS AND CONDITIONS, Section **12.** is deleted in its entirety and replaced as follows: **THIS IS NOT AN INSURANCE POLICY; IT IS A SERVICE CONTRACT.** Performance to **You** under this **Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **Contract** has been denied or has not been honored within sixty (60) days after **Your** request. The name and address of the insurance company is: Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. The telephone number for Old Republic Insurance Company is 1 (800) 331-3780. **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 the department's Internet Web site (www.insurance.ca.gov).**

SECTION II. TERMS AND CONDITION, Section **15. Oil Changes and Verifiable Receipts** is deleted in its entirety and replaced with the following: **In the event of a Breakdown, We may request oil change and/or service records to verify that maintenance has been properly done in accordance with manufacturer recommendations. You are responsible for keeping all service records and/or receipts. In the event of a claim, We may request You to provide documentation that maintenance services have been performed. A claim will not be denied solely on Your inability to provide documentation.**

SECTION V. EXCLUSIONS - WHAT IS NOT COVERED, 7. is deleted in its entirety and replaced with the following: **Repairs when the odometer has been tampered with or disabled and You have failed to repair the odometer within thirty (30) days.**

SECTION VI. ADDITIONAL BENEFITS, Emergency Roadside Assistance, is deleted in its entirety and replaced as follows:

1. You may request the below Emergency Roadside Assistance services ("Services") from Your own provider for Your Vehicle. We will not provide or arrange for the Services. The Services available to You for reimbursement from Us are limited to the following Services and reimbursement amounts stated below:

- **Towing Assistance - if Your Vehicle is inoperable or unsafe to drive, You may have Your Vehicle towed to the closest Repair Facility or to any other location and request reimbursement for such Service not to exceed $250 per occurrence.**
- **Battery Assistance - if Your battery fails on Your Vehicle, You may seek a jump-start for Your Vehicle and request reimbursement for such Service not to exceed $50 per occurrence.**
- **Flat Tire Assistance - if You have a flat tire, You may obtain removal of the flat tire and its replacement with Your spare tire located within Your Vehicle and request reimbursement for such Service not to exceed $50 per occurrence.**
- **Fuel Delivery Service – if You are in immediate need of fuel for Your Vehicle, You may obtain an emergency supply of fuel. You are responsible for the actual cost of the fuel but may seek reimbursement for the delivery fee. You may request reimbursement for such Service not to exceed $50 per occurrence.**
- **Lock-out Assistance - if Your keys are locked inside Your Vehicle, You may request assistance with gaining entry to Your Vehicle and request reimbursement for such Service not to exceed $50 per occurrence.**

2. OCCURRENCE LIMITS. You are eligible for a maximum of 1 incident per seventy-two (72) hour period, during the Agreement Term. If You are requested to move the Vehicle from the original Repair Facility to another Repair Facility within the seventy-two (72) hour period, the cost will be covered. You are responsible for any non-covered expenses incurred above the reimbursement allowance stated. Occurrence limits encompass all parties and vehicles seeking reimbursement for Emergency Roadside Assistance and the stated limits are NOT per person.

3. EMERGENCY ROADSIDE ASSISTANCE EXCLUSIONS AND LIMITATIONS OF LIABILITY. Emergency Roadside Benefits Exclusions: In addition to those Exclusions listed in Section V. EXCLUSIONS of this Agreement, the following services/items are not covered under the Emergency Roadside Assistance Benefits:

i Cost of parts, fuel, fluids, lubricants, and the cost of installation of products, materials, or additional labor relating to towing.

ii Any service covered under a valid manufacturer's warranty or roadside assistance program.

iii Non-emergency mounting or removing of any tires, snow tires or chains.

iv Tire repair.

v Towed trailers or any vehicles in tow attached to the covered Vehicle.

vi Towing from a repair shop or repair work performed at a service station, repair shop or garage.

vii Service on a Vehicle that is not in a safe condition to be towed.

viii Non-emergency towing or for any other nonemergency services.

ix Impound towing or towing by other than an authorized service provider.

x Vehicle storage charges or a second tow.

xi Towing or service on roads not regularly maintained such as sand beaches, open fields, forests, and areas designated as not passable due to construction or weather.

xii Towing at the discretion of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of the law.

4. RENTAL VEHICLE. In the event of a Breakdown of a covered part, You will be reimbursed for actual expenses incurred for a rental vehicle at the maximum daily rate of $50 per day, for up to five (5) days, not to exceed $250 per occurrence. Rental Coverage shall not continue beyond the day on which covered repairs are completed. The substitute vehicle must be rented from a licensed and nationally recognized rental agency.

In order to receive reimbursement, You must submit Your original receipt for the above services expense or rental vehicle expense to Us for reimbursement within 90 days of incurring such expense, by sending the receipt and proof of payment to Our address as listed in "Section I. Definitions" of Contract.

SECTION VIII. CANCELLATIONS is deleted in its entirety and replaced with the following: **You** may cancel this **Contract** at any time for any reason, including

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if **Your Vehicle** is returned, sold, lost, stolen, or destroyed. If **You** cancel this **Contract** within sixty (60) days after receipt of the **Contract**, and no claim has been paid hereunder, **We** will refund the entire **Contract** purchase price. If **You** cancel this **Contract** within sixty (60) days after receipt of the **Contract**, and a claim has been paid or **We** have advised **You** in writing that **We** will pay a claim, **We** will pay a pro rata refund of the **Contract** purchase price based upon the greater of the time or mileage expired from the **Contract** purchase date and odometer reading at that date. If **You** cancel this **Contract** after sixty (60) days, **We** will pay a pro rata refund of the **Contract** purchase price based upon the greater of the time or mileage expired from the **Contract** purchase date and odometer reading at that date, less a cancellation fee of twenty-five dollars ($25) or ten percent (10%) of the **Contract** Purchase Price, whichever is less. **We** may cancel this **Contract** within the first sixty (60) days after the date of purchase for any reason other than nonpayment, material misrepresentation or fraud. Notice of cancellation will be mailed to **Your** last known address as reflected in **Our** files, stating the reason for cancellation and the effective date of cancellation, postmarked before the sixty-first (61st) day after the date of purchase. After the first sixty (60) days, from the date of purchase, **We** may cancel this **Contract** due to **Your** material misrepresentation or fraud at the time of sale, or **Your** failure to pay the **Contract** purchase price, and only upon providing **You** with a written notice of cancellation mailed to **Your** last known address as reflected in **Our** files, stating the reason for cancellation and the effective date of cancellation. **We** will pay a full refund of the **Contract** purchase price paid by **You**, unless **We** have paid a claim hereunder or advised **You** in writing that **We** will pay a claim, in which case **We** will pay a pro rata refund of the **Contract** purchase price based upon the greater of the time or mileage expired from the **Contract** purchase date and odometer reading at that date. If **We** cancel this **Contract** for any reason, **We** will not charge any administrative or cancellation fee, and any refund due will be paid within thirty (30) days of the date of cancellation. **If the Vehicle and this Contract have been financed, any refund due will be paid to the Lienholder. If You provide proof of payoff, the refund will be paid directly to You. Any refund owed will be paid or credited within thirty (30) days of the date We or the Administrator receive notice of Your request to cancel or sooner if required by state law. If We cancel this Contract and a refund is owed, it will be paid or credited within thirty (30) days of the effective date of cancellation.** The **Contract** will cease to be valid no less than five (5) days after the postmark date of the written notice of cancellation, and **We** are liable for and will pay any claim reported to **Us** prior to the effective date of cancellation that is covered by this **Contract**. Written notice of cancellation will state the specific grounds for cancellation and the effective date of cancellation. For purposes of cancellation, **Vehicles** with manufacturer warranties will be treated as new **Vehicles**. Please Note: The right to void the **Contract** is not transferable and applies only to the original **Contract** Holder or their authorized representative within the first sixty (60) days after receipt of the Contract, if no claim has been paid. **To cancel Your Contract in writing, mail in a letter of cancellation, stating the date of cancellation, the mileage at the time of cancellation, and signed by You to: Veritas Global Protection Services, INC doing business in CA as Veritas Global Insurance Services INC, 3550 N. Central Ave, Suite 800, Phoenix, AZ 85012. You may also cancel Your Contract by mailing in a cancellation form by downloading it online at http://www.veritasprotection.com/veritascanxca and sending it to Veritas Global Protection Services, INC doing business in CA as Veritas Global Insurance Services INC, 3550 N. Central Ave, Suite 800, Phoenix, AZ 85012.** For purposes of this paragraph, a claim will be deemed to have been reported to **Us** if **You** have completed the first step required to report a claim pursuant to **SECTION III. WHAT TO DO IN THE EVENT OF A FAILURE OR BREAKDOWN** of this **Contract**. As **Obligor, We** are fully obligated for the performance of all duties hereunder, including roadside services and benefits. To view **Our** Privacy Policy, go to **https://www.orias.com/privacy-policy**, or you can contact **Us** in writing at the address shown in **SECTION I. DEFINITIONS.**

In Colorado, the policy number for **Our** Contractual Liability Insurance Policy, as described in **SECTION II. TERMS AND CONDITIONS**, is T3-05-0005.

In Connecticut, if this **Contract** is in force for less than one year, this **Contract** will be automatically extended while the **Vehicle** is in the custody of the authorized **Repair Facility**. If **You** or **We** cancel after thirty (30) days of purchase or after a claim has been made or paid, claims paid will be deducted from **Your** pro rata refund. There is no in-home service under this **Contract** and **We** will not pay the costs of transporting the **Vehicle** for service or repairs, unless otherwise provided herein. In accordance with the cancellation provisions contained in this **Contract**, **You** may cancel this **Contract** at any time if the **Vehicle** is returned, lost, stolen, or destroyed. **SECTION II. TERMS AND CONDITIONS**, Subsection 6. is amended as follows: in the event a dispute or complaint arises out of this **Contract**, **You** may file a complaint with the Connecticut Insurance Department by mail at: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. The Arbitration section only applies after both parties have attempted to mediate any and all disputes arising out of this **Contract**. Connecticut law shall apply in all mediation and subsequent Arbitration.

In the District of Columbia, the right to void this **Contract** is not transferrable and shall apply only to the original **Contract** holder and only if no claim has been made prior to its return to **Us**. The cancellation fee referenced in **Section VIII. CANCELLATIONS,** paragraph 4. shall not exceed the lesser of ten percent (10%) of the gross provider fee **You** paid or fifty dollars ($50.00). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Service Contract** to **Us**. If **We** cancel this **Contract, We** will mail a written notice to **You** at **Your** last known address contained in **Our** records at least five (5) days before cancellation by **Us**; except prior notice shall not be required if the reason for cancellation is nonpayment of the **Contract** Purchase Price, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the covered product or its use. If **You** or **We** cancel after thirty (30) days of purchase or after a claim has been made or paid, claims paid will be deducted from **Your** pro rata refund.

In Florida, any transfer fee will not exceed forty dollars ($40.00). **Any assignment must occur within thirty (30) days after the date of sale of the Vehicle. SECTION VIII. CANCELLATIONS** is amended as follows: **You** may cancel this **Contract** within sixty (60) days after purchase, and **We** will provide a full refund of the **Contract Purchase Price**, less any claims paid. If **You** cancel this **Contract** after sixty (60) days, **We** will refund to **You** the unearned pro rata **Contract Purchase Price**, calculated as described above in **SECTION VIII. CANCELLATIONS**, less a cancellation fee that will not exceed the lesser of fifty dollars ($50.00) or ten percent (10%) of the unearned pro rata **Contract Purchase Price**. If **We** cancel this **Contract** within sixty (60) days after purchase, **We** will provide a full refund of the **Contract Purchase Price**, less any claims paid. After this **Contract** has been in effect for sixty (60) days, it cannot be cancelled by **Us** unless there has been a material misrepresentation or fraud at the time of sale of the **Service Agreement**; **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer; the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or for nonpayment of premium by **You**, in which case **We** shall provide **You** notice of cancellation by certified mail. If **We** cancel the **Contract** after sixty (60) days, **You** will be refunded one hundred percent (100%) of the unearned pro rata **Contract Purchase Price**, calculated as described above in **SECTION VIII. CANCELLATIONS**, less any claims paid. The rate charged for this **Service Agreement** is not regulated by the Office of Insurance Regulation.

In Georgia, the following additional terms, conditions, and disclosures are required by Georgia statute or administrative regulation. The following terms and conditions shall serve as an addendum to this Contract and shall supersede and replace any other terms and/or conditions where appropriate:

This is not a contract of insurance.

If You cancel this Contract within thirty (30) days of purchase and if no Claim has been submitted prior to Your cancellation request, the Contract will be void, and the entire Contract Purchase Price paid will be refunded. If You cancel this Contract within thirty (30) days of the purchase and a Claim has been submitted prior to Your cancellation request, the entire Contract price paid less any claims paid will be refunded. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us. A cancellation fee will not be assessed if the Contract is cancelled within the first thirty (30) days of purchase.

If cancelled by the Obligor and/or Administrator within thirty (30) days from the date of purchase, the refund due shall be 100% of the Contract Purchase Price. If this Contract is cancelled by the Obligor and/or Administrator after thirty (30) days of purchase, the refund due shall be one hundred percent (100%) of the unearned pro-rata Contract Purchase Price, based upon the greater of the time or mileage expired from the Contract purchase date and odometer reading on the effective date of cancellation, less any claims paid. The funding party and lienholder may only cancel for nonpayment in the event of a total loss or repossession of the Vehicle unless such party has Your Power of Attorney.

There is no waiting period on this Contract.

This Contract may only be cancelled by Us due to fraud, material misrepresentation, or non-payment.

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If We cancel this Contract, written notice of cancellation shall be provided to You at least thirty (30) days in advance of the effective date of cancellation. The written notice shall state the effective date and reason for cancellation.

The cancellation fee referenced in SECTION VIII. CANCELLATIONS, paragraph 4. shall not exceed the lesser of ten percent (10%) of the unearned pro-rata Contract Purchase Price, as stated on the Application Page or fifty dollars ($50.00).

In the event a modification, alteration or addition was not made known to You or reasonably should have been known to You, and a claim is denied, it will be considered to be a cancellation by You, and we will issue You a full refund.

Pre-Existing conditions, as defined in SECTION V. EXCLUSIONS - WHAT IS NOT COVERED, shall be defined as, "Any Vehicle found not to be in good mechanical order at the time this Contract is purchased on the Vehicle and for which such Vehicle condition was known to You or should have been obvious to You or the Seller. In the event that We deny a claim due to a Pre-Existing condition as defined above, You shall have the right to cancel this Contract and receive a full refund of all monies paid, within ninety (90) days of the claim being denied. After ninety (90) days of the claim being denied, this right shall terminate."

The following statement found in SECTION V. EXCLUSIONS – WHAT IS NOT COVERED:

> **Repairs required because of technician negligence, detonation, sludge, or carbon deposits caused by negligence, contamination, rust, and corrosion caused by negligence, and/or operation without the proper lubrication levels or fluid type.**

Shall be amended to state:

> **Repairs required because of technician negligence, detonation, gelled oil, or carbon deposits caused by negligence, contamination, rust, and corrosion caused by negligence, and/or operation without the proper lubrication levels or fluid type.**

In Hawaii, a ten percent (10%) penalty per month shall be added to a refund for a voided **Contract** that is not paid or credited within forty-five (45) days after the return of the **Service Contract** to **Us**. The right to void this **Contract** is not transferrable and applies only to the original **Contract** holder. If **We** cancel this **Contract**, **We** will mail to **You** a notice of cancellation at **Your** last known address as reflected in **Our** files stating the effective date and reason for cancellation at least five (5) days prior to cancellation. However, **We** will not provide prior notice of the cancellation if the reason for cancellation is nonpayment of the **Contract Purchase Price**, material misrepresentation, or a substantial breach of **Your** duties under the terms of the **Contract**.

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

In Illinois, normal wear and tear is not covered. The cancellation fee referenced in SECTION VIII. CANCELLATIONS, paragraph 4. will not exceed the lesser of fifty dollars ($50.00) or ten percent (10%) of the **Service Contract** price.

In Indiana, this **Agreement** is not insurance and is not subject to Indiana insurance law. This **Contract** excludes consequential damages and preexisting conditions.

In Iowa, if **You** have questions regarding **Your Service Contract**, **You** may address them to the Iowa Insurance Commissioner at the following address: **ATTN: Hon. Doug Ommen, Commissioner of Insurance, Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315; phone (515) 654-6600.** If **We** cancel the **Contract**, **We** shall mail a written notice of termination to **You** at least fifteen (15) days before the date of the termination. Prior notice of cancellation by **Us** is not required if the reason for cancellation is nonpayment of the **Contract** purchase price, a material misrepresentation by **You** to **Us** or the **Administrator**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice of cancellation shall state the effective date of the cancellation and the reason for the cancellation. The cancellation fee referenced in **SECTION VIII. CANCELLATIONS**, paragraph 4. shall not exceed the lesser of ten percent (10%) of the total **Contract Purchase Price** or fifty dollars ($50.00). If **You** or **We** cancel after thirty (30) days of purchase or after a claim has been made or paid, claims paid will be deducted from the amount of **Your** pro rata refund. A ten percent (10%) penalty shall be added each month to a refund that is not paid to **You** within thirty (30) days of the return of the **Contract** to **Us**.

In Kansas, Flat Tire Assistance, Lock Out Assistance, and Fuel Delivery Services are not available. This **Contract** does not provide benefits for consequential damages.

In Louisiana, a motor vehicle Service Contract is not insurance and is not regulated by the Department of Insurance. Any concerns or complaints may be directed to the attorney general. The right to void this Contract is not transferrable and applies only to the original Contract holder. If We cancel this Contract, We will mail to You a notice of cancellation at Your last known address as reflected in Our files stating the effective date and reason for cancellation at least fifteen (15) days prior to cancellation, except written notice is not required if reason for cancellation is due to nonpayment of the provider fee; a material misrepresentation by You to Us; or substantial breach of duties by You relating to the covered Vehicle or its use. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the motor vehicle Service Contract to Us. This Contract excludes consequential damages and preexisting conditions.

In Maine, any refund during the full refund period will include any sales tax refund required pursuant to law. The right to void this Contract is not transferrable and applies only to the original Contract holder. If We cancel this Contract, We will mail to You a notice of cancellation at Your last known address as reflected in Our files stating the effective date and reason for cancellation at least fifteen (15) days prior to cancellation. A monthly penalty equal to ten percent (10%) of the provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the provider. The cancellation fee referenced in SECTION VIII. CANCELLATIONS, paragraph 4. shall be the lesser of ten percent (10%) of the provider fee or fifty dollars ($50.00). If You or We cancel after thirty (30) days of purchase or after a claim has been made or paid, claims paid will be deducted from Your pro rata refund. This Contract excludes consequential damages and preexisting conditions.

In Maryland, a **Service Contract** is extended automatically when the provider fails to perform the services under the **Service Contract**. The **Service Contract** does not terminate until the services are provided in accordance with the terms of the **Service Contract**. **The failure of covered components due to wear and tear shall not be excluded from coverage.** The right to void this **Contract** is not transferrable and applies only to the original **Contract** holder. Any refund shall be paid to **You** within thirty (30) days of the date **We** or the **Administrator** receive notice of **Your** cancellation or the effective date of **Our** cancellation. If **We** fail to pay **You** a refund within forty-five (45) days, **We** shall pay an amount equal to ten percent (10%) of the value of the consideration paid for the **Contract** for each month the refund is not paid or credited. **SECTION VI. ADDITIONAL BENEFITS OF COVERAGE**, the services provided under this section are provided by **Us** the Obligor, and not the **Administrator**. Furthermore, **We** will not deny additional rental time in the event a repair is delayed due to parts back order or component failure inspection.

In Massachusetts, the obligor is the selling store identified on the Application Page of this Contract.

In Minnesota, We will provide to You a written notice of cancellation fifteen (15) days prior to the Contract being cancelled. In the case of material misrepresentation, a substantial breach of Your duties, and/or non-payment, We will provide to You a written notice of cancellation five (5) days prior to the Contract being cancelled. The notice provided hereunder will include the effective date and reason for cancellation. A ten percent (10%) penalty per month must be added to a refund for a voided Contract that is not paid or credited within forty-five (45) days after return of the service contract to the provider. The right to void this Contract is not transferrable and applies only to the original Contract holder. All service contracts are deemed to be made in Minnesota for the purpose of arbitration.

In Mississippi, cancellation by Us shall only occur in instances of nonpayment of the provider fee, a material misrepresentation by the Service Contract holder to the Service Contract provider, or a substantial breach of duties by the Service Contract holder relating to the covered Vehicle or its use. The right to return this Contract within the first thirty (30) days to receive a full refund is not transferrable to a subsequent purchaser of the Vehicle. A ten

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percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel this Contract. If We cancel this Contract, We will provide thirty (30) days' prior written notice stating the effective date and the reason for cancellation, unless nonpayment is the reason for cancellation, in which case, We will provide ten (10) days' prior written notice of cancellation stating the effective date and the reason for cancellation. The cancellation fee referenced in Section VIII. CANCELLATIONS, paragraph 4. shall be the lesser of $50.00 or 10% of the gross Contract Purchase Price. If You or We cancel this Contract after thirty (30) days of purchase or after a claim has been made or paid, claims paid will be deducted from Your pro rata refund.

In Missouri, the ability to return this Contract within thirty (30) days, if no claim has been made or paid, for a full refund shall only apply to the original Agreement purchaser. If You cancel after thirty (30) days of purchase, claims paid will be deducted from Your pro rata refund. If You cancel within the first thirty (30) days and a claim has been made, We will refund the entire Contract Purchase Price less any claims paid. A ten percent (10%) penalty of the amount outstanding per month shall be added to a refund that is not paid within forty-five (45) days of return of the Contract to Us. We will mail a written notice to You within forty-five (45) days of the date of termination. This Contract excludes consequential damages and preexisting conditions.

In Montana, We will mail you written notice of cancellation at the last-known address for You contained in Our records at least five (5) days prior to the cancellation. The notice will include the effective date and the reason for the cancellation. Prior notice will not be mailed for cancellation because of nonpayment of the Contract Purchase Price, a material misrepresentation by You to Us, or substantial breach of duties by You relating to the Vehicle or its use. Nonoriginal manufacturer's parts are allowed to be used to effectuate repairs.

In Nebraska, SECTION II. TERMS AND CONDITIONS, Subsection 12. is amended to add the following: You have the right to file a claim directly with the Insurance Company in the event a covered service is not provided by Us within sixty (60) days of proof of loss being filed by You.

In Nevada, the following additional terms, conditions, and disclosures are required by Nevada statute or administrative regulation. The following terms and conditions shall serve as an addendum to this Contract and shall supersede and replace any other terms and/or conditions where appropriate:

The Transfer Fee, as outlined in SECTION II. TERMS AND CONDITIONS, shall not exceed twenty-five dollars ($25.00).

Claims will not be deducted from any refunds due.

You shall not be charged a cancellation fee exceeding twenty-five dollars ($25.00).

We may only cancel this Contract for Your failure to pay an amount when due; Your conviction of a crime which results in an increase in the service required under this Contract; discovery of Your fraud or material misrepresentation in obtaining this Contract or presenting a claim; discovery of Your act or violation of this Contract which occurred after the effective date and which substantially and materially increases the service required under this Contract; or, a material change in the nature or extent of the required services or repair which occurs after the effective date and which causes the required service or repair to be substantially and materially increased beyond originally contemplated.

Cancellation will be effective fifteen (15) days after the notice of cancellation is sent to You.

Refunds shall be processed within thirty (30) days of cancelling this Contract, or We will owe You a penalty of ten-percent (10%) of the Contract Purchase Price per each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid. We will mail You a written notice of cancellation prior to thirty (30) days of the date of cancellation of this Contract.

If You choose to cancel this Contract and elect to send in a letter of cancellation, as outlined in SECTION VIII. CANCELLATIONS of this Contract, a notarized signature will not be required.

This Contract is not renewable. Consequential damages and any defects in the Vehicle that exist on the date the Contract is purchased are excluded from coverage under this Contract. This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the covered product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the covered product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract. THERE IS NO WAITING PERIOD ON THIS CONTRACT.

This Contract will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer. However, if this Contract has already been issued and the manufacturer's warranty becomes void during the term of this Contract, We will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, We will continue to provide any other coverage under this Contract, unless such coverage is otherwise excluded by the terms of this Contract.

In the event You are not satisfied with the manner in which We are handling a claim, you may file a complaint with the Nevada Division of Insurance by calling (888) 872-3234 or in writing at 1818 E. College Pkwy Suite 103, Carson City, NV 89706-7986.

In New Hampshire, the cancellation fee referenced in **SECTION VIII. CANCELLATIONS**, paragraph 4. shall not exceed the lesser of fifty dollars ($50.00) or ten percent (10%) of the **Service Contract** price. Arbitration under this **Contract** is subject to RSA 542. **You** shall have the right to initiate a civil suit or arbitration in New Hampshire unless **You** and **We** mutually agree on another jurisdiction. If **You** have any questions regarding this **Agreement**, **You** may contact **Us** by mail or by phone. Refer to the **Application Page** of this **Agreement** for **Our** address and toll-free number. In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at the following address: 21 Fruit Street, Suite 14, Concord, New Hampshire, 03301 and at phone number 603-271-2261.

In New Jersey, if **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by **You** of the provider fee; a material misrepresentation by **You** to the provider; or substantial breach of duties by **You** relating to the covered product or its use. This **Contract** does not provide benefits for consequential damages or preexisting conditions. If **You** request cancellation of this **Contract** within thirty (30) days of the purchase date of the **Contract,** and no claim has been made, **We** will pay **You** a ten percent (10%) per month penalty, based upon the Contract Purchase Price, if the refund or credit is not completed within forty-five (45) days of the cancellation. 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, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

In New Mexico, this Contract cannot be renewed. **We** will mail **You** a written notice of cancellation fifteen (15) days prior to cancellation. In New Mexico, if a refund for a voided **Contract** is not credited within thirty (30) days upon the receipt of **Your** Letter of Cancellation, **We** shall owe a penalty of ten percent (10%) of the **Contract Purchase Price** for each thirty-day period or portion thereof that the refund and any accrued penalties are not paid to **You**. No **Contract** that has been in effect for at least seventy (70) days may be cancelled by **Us** before the expiration of the agreed term or one (1) year after the **Contract** Purchase Date, whichever occurs first, except for the following reasons: (1) **Your** failure to pay an amount when due, (2) **Your** conviction of a crime that results in an increase in the service required under the **Contract**, (3) Discovery of fraud or material misrepresentation by **You** in obtaining this **Contract**, (4) Discovery of either of the following if it occurred after the **Contract** Purchase Date and substantially and materially increased the service required under this **Contract** - a) An act or omission by **You**, or b) **Your** violation of any condition of this **Contract**. If **We** cancel this **Contract**, **You** will not be charged a cancellation fee. In New Mexico, right to void this **Contract** is not transferrable and applies only to the original **Contract** holder. The cancellation fee referenced in **SECTION VIII. CANCELLATIONS,** paragraph 4. shall not exceed the lesser of ten percent (10%) of the **Contract Purchase Price** or fifty dollars ($50.00). If **You** cancel after thirty (30) days of purchase or after a claim has been made or paid, claims paid will be deducted from **Your** pro rata refund. This

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Contract excludes consequential damages and pre-existing conditions. **This Service Contract is insured by Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. If the Service Contract Provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. The telephone number for Old Republic Insurance Company is (800) 331-3780. If You have any concerns regarding the handling of Your claim, You may contact the New Mexico Office of the Superintendent of Insurance at 1-855-427-5674.**

In New York, if We cancel this Agreement, We will mail to You a notice of cancellation at Your last known address as reflected in Our files stating the effective date and reason for cancellation at least fifteen (15) days prior to cancellation. Written notice is not required if reason for cancellation is due to nonpayment of the provider fee; material misrepresentation by You to Us; or substantial breach of duties by You relating to the covered Vehicle or its use. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of the Contract to Us. The right to return the Contract within thirty (30) days of purchase and void the Contract shall only apply to the original purchaser of the Service Contract. This Contract excludes consequential damages and preexisting conditions.

In North Carolina, We may only cancel this Contract for nonpayment of the Contract Purchase Price or for a direct violation of the Contract by You. Violation of this Contract subjects this Contract to Cancellation. If You cancel after thirty (30) days of purchase, or if a claim has been made, We will pay You a pro rata refund of the Contract Purchase Price, based upon the greater of the time or mileage expired from the Contract purchase date and odometer reading on the effective date of cancellation, less any claims paid and a cancellation fee in the amount of the lesser of fifty dollars ($50.00) or ten percent (10%) of the pro-rata refund amount. The purchase of the Agreement is not required either to purchase or to obtain financing for a motor Vehicle.

In Oklahoma, the following additional terms, conditions, and disclosures are required by Oklahoma statute or administrative regulation. The following terms and conditions shall serve as an addendum to this Contract and shall supersede and replace any other terms and/or conditions where appropriate:

> **During the first thirty (30) days after this Contract is sold, if this Contract is cancelled for any reason, You shall be entitled to a 100% refund of the Contract Purchase Price. After the first thirty (30) days, in the event this Contract is canceled by You, return of the provider fee shall be 100% of the unearned pro rata provider fee, based upon the greater of the time or mileage expired from the Contract purchase date and odometer reading on the effective date of cancellation, less any claims paid and a cancellation fee of ten percent (10%) of the unearned pro rata provider fee or fifty dollars ($50.00), whichever is less. In the event the Contract is canceled by Us after thirty (30) days of purchase, return of premium shall be based upon one hundred percent (100%) of unearned pro rata provider fee, based upon the greater of the time or mileage expired from the Contract purchase date and odometer reading on the effective date of cancellation, less any claims paid. You will be mailed a written notice stating the effective date and reason for cancellation prior to thirty (30) days of the date of cancellation of this Contract.**
>
> **This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Central Administrative Service Corporation, INC is a licensed Service Warranty Association in the State of Oklahoma. Our Oklahoma Identification Number is 507465994.**

In Oregon, all 24-Hour Roadside Assistance services and benefits are administered by Nation Motor Club, LLC located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431; however, We are ultimately responsible for providing these benefits. We, the Obligor are covered by a reimbursement insurance policy issued by Old Republic Insurance Company for all of the obligations and liabilities in this Service Contract including additional roadside assistance benefits, as defined in SECTION VI. ADDITIONAL BENEFITS OF COVERAGE of this Contract. Any failure to provide such benefits by Nation Motor Club, LLC or Us will be covered by Our reimbursement insurance policy issued by Old Republic Insurance Company. If You have any questions regarding this Contract, or a complaint against the Obligor, You may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street, NE, Room 300, Salem, Oregon 97301, (888) 877-4894. The Dispute Resolution - Arbitration section is amended to provide as follows: There should be mutual agreement at the time of the dispute, arbitration should occur in Oregon (unless another location is mutually agreed upon), and arbitration should be according to Oregon laws.

In South Carolina, in the event of a dispute with the provider of this **Contract**, **You** may contact the South Carolina Department of Insurance, Capitol Center 1201 Main Street, Suite 1000, Columbia, South Carolina 29201 or (800) 768-3467. This **Agreement** is not an insurance contract. The right to return and void this **Contract** shall not be transferrable to a subsequent transferee. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to **Us**. If **We** cancel the **Contract**, **We** shall mail a written notice to **You** at **Your** last known address contained in **Our** records at least fifteen (15) days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the **Contract Purchase Price**, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation. This **Contract** excludes consequential damages and preexisting conditions.

In Texas, this Contract is regulated by the Texas Department of Licensing and Regulation. If You have unresolved complaints concerning Us or the Administrator arising from this Contract or questions regarding the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation. You may contact them at (512) 463-6599 or in writing at 920 Colorado Street, Austin, TX 78701. A refund will be processed upon Our receipt of a cancellation notice by You. In Texas, You may contact the Insurer listed in SECTION II. TERMS AND CONDITIONS, if a covered service is not provided to You by Us before the sixty-first (61st) day after the date of the proof of loss, or if a refund is not paid before the forty-sixth (46th) day after the date on which the Contract is cancelled. In the event We cancel this Contract for any reason, there shall be no cancellation fee. If You cancel this Contract within the first thirty (30) days and a claim has been made during the full refund period, We will refund to You the full Contract Purchase Price less any claims paid. If You cancel this Contract on or after the thirty-first (31st) day after the date of the purchase, We will refund to You the pro rated Contract Purchase Price reflecting the remaining term of the Contract based on the lesser of miles or time, decreased by any claims paid and a cancellation fee of fifty dollars ($50.00). If We do not pay a refund or credit Your account before the forty-sixth (46th) day after the date notice of cancellation is received by Us, We will be liable to You for a penalty for each month an amount remains outstanding equal to ten (10%) percent of the amount outstanding. The penalty is in addition to the full or prorated Contract Purchase Price of the Contract that is owed to You. We may cancel this Contract by mailing a written notice of cancellation to You at Your last known address according to Our records. We must mail the written notice before the fifth (5th) day preceding the effective date of the cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation, unless the reason for cancellation is nonpayment of the Contract Purchase Price, fraud, or material misrepresentation by You to Us or the Administrator, or a substantial breach of a duty by You relating to the Vehicle or its use. If We cancel after thirty (30) days of purchase, or after a claim has been made or paid, We will pay a prorated refund of the Contract Purchase Price reflecting the remaining term of the Contract based on the lesser of miles or time, decreased by any claims paid. The service contract administrator license number for Veritas Global Protection Services, INC is 287. The service contract provider license number for Central Administrative Service Corporation, INC is 745. The right to return and void this Contract within the first thirty (30) days shall not be transferrable to a subsequent transferee.

In Utah, the following additional terms, conditions, and disclosures are required by Utah statute or administrative regulation. The following terms and conditions shall serve as an addendum to this Contract and shall supersede and replace any other terms and/or conditions where appropriate:

> **Purchase of this product is optional and is not required in order to finance, lease, or purchase a motor vehicle.**
>
> **This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.**
>
> **Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.**
>
> **The Arbitration clause shall be stricken in its entirety. The following language shall apply to the resolution of any disputes arising under this Contract in the State of Utah: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO**

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COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

An emergency repair, as outlined in SECTION III. WHAT TO DO IN THE EVENT OF A FAILURE OR BREAKDOWN of this Contract, shall be defined as any repair that requires prior authorization from Us but authorization can not be obtained because it is outside of Our business hours.

Failure to give any notice or file any proof of loss required by the Contract within the time specified in the Contract does not invalidate a claim made by You, if You show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

SECTION VIII. CANCELLATIONS. shall be amended to state the following:

This Contract may only be cancelled by Us due to substantial breaches of contractual duties by You, non-payment, or material misrepresentation.

In the event of cancellation whereby a lien has been placed against the **Vehicle**, the lienholder will be named on the cancellation refund check. In the event of a lienholder change or release, it is **Your** responsibility to notify **Us** in writing by sending in proof of lienholder documents and/or lien release documents at **Veritas Global Protection Services, INC, ATTN: Lienholder Change, 3550 N Central Ave, Suite 800, Phoenix, AZ 85012.**

If We cancel this Contract, We will mail You a written notice of cancellation at Your last known address as reflected in Our files at least thirty (30) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless We are cancelling the Contract for non-payment in which case, We will mail such notice at least ten (10) days prior to the effective date of cancellation. If the reason for cancellation is misrepresentation, We shall describe the nature of the misrepresentation in the notice. If the reason for cancellation is not provided in the notice, We will send by first class mail or deliver that information within ten (10) working days after receipt of a written request by You.

This **Contract** shall be non-renewable.

In the event this **Contract** is financed through a payment plan or finance agent, the payment plan provider or finance agent shall place a lien against this **Contract**. Any and all refunds due from a cancellation shall be due to the payment plan provider or finance agent as long as a balance is due by **You** to the payment plan provider or finance agent. Once the payment plan has been paid off, any net refunds shall be due to the **Contract** holder directly.

The following sentence shall be added to SECTION II. TERMS AND CONDITIONS, Subsection 12: Should the provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the **Contract** holder is entitled to make a claim directly against the Insurance Company.

In Vermont, any civil action or arbitration brought in connection with the Service Contract may be brought in Vermont.

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

In Washington, This is not an insurance contract. SECTION II. TERMS AND CONDITIONS, Subsection 12. is deleted in its entirety and replaced as follows: Performance to You under this Contract is guaranteed by a Washington approved insurance company. You may file a claim with this insurance company at any time for any payment or performance due. The name and address of the insurance company is: Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133, Tel: (800) 331-3780. The insurance policy number for the service contract reimbursement policy issued by Old Republic Insurance Company is T3-46-0409. The implied warranty of merchantability on the motor vehicle is not waived if this **Contract** was purchased within ninety (90) days of the date **You** purchased the motor vehicle. **Notwithstanding anything to the contrary contained herein, We will not deny a claim based upon Your failure to properly maintain the Vehicle, unless Your failure to maintain the Vehicle involved the failed part or parts. We will not deny a claim for repairs made outside of business hours. The cancellation charges will not exceed twenty-five dollars ($25.00). The right to return the Contract within the first thirty (30) days for a full refund is not transferrable. After sixty (60) days, We will not cancel this Contract and will be fully obligated under the terms of this Contract. In Washington, should a dispute, controversy, or claim arise out of or relating to this Contract, such dispute, controversy, or claim or a breach thereof, may be settled by binding Mediation. Either party may make a written request to any nationally recognized organization that performs consumer related Mediation services. If both parties agree to Mediate in writing, the parties shall then agree to abide by the consumer related protocol established by the chosen Mediation organization and the laws of the State of Washington as well as federal law. This Service Contract allows for Mediation proceedings to be held at a location in closest proximity to the Service Contract holder's permanent residence. The commissioner is the Service Contract provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The State of Washington shall be the jurisdiction for any civil action in connection with this Contract. We will mail a written notice to You at Your last known address contained in Our records at least twenty-one (21) days prior to cancellation by Us. The notice shall state the effective date of the cancellation and the true and actual reason for the cancellation. The cancellation fee referenced in SECTION VIII. CANCELLATIONS, paragraph 4. shall be twenty-five dollars ($25). A ten percent (10%) penalty shall be added to any refund that is not paid within thirty (30) days of return of the Contract to Us. If You return the Contract within thirty (30) days and no claim has been made, the Contract is void from the beginning and the parties are in the same position as if no Contract had been issued.**

WASHINGTON RESIDENTS ONLY: By initialing this box, ☐ I acknowledge that I have read, understand, and agree to the terms and conditions of this Agreement. By initialing this box, I affirm the entire Notice to Purchaser section above. By initialing this box, I affirm that I have reviewed with the Dealer the following sections of this Contract titled: SECTION II. TERMS AND CONDITIONS, SECTION III. WHAT TO DO IN THE EVENT OF A FAILURE OR A BREAKDOWN, SECTION IV. COVERAGE, SECTION V. EXCLUSIONS - WHAT IS NOT COVERED, SECTION VI. ADDITIONAL BENEFITS OF COVERAGE, SECTION VII. ADD-ON COVERAGE OPTIONS, SECTION VIII. CANCELLATIONS and the Washington State Specific Section under SECTION IX. STATE AMENDMENTS. I acknowledge that the implied warranty of merchantability on the Vehicle is not waived if this Contract was purchased within ninety (90) days of the purchase of the Vehicle from a provider or Seller who also sold the Vehicle.

In West Virginia, there is no cancellation fee. If a covered claim is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a claim directly with the insurer Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. The telephone number for Old Republic Insurance Company is 1 (800) 331-3780.

In Wisconsin, the cancellation fee referenced in **SECTION VIII. CANCELLATIONS,** paragraph 4. shall not exceed ten percent (10%) of the provider fee or fifty ($50) dollars, whichever is less. The right to void this **Contract** is not transferrable and shall apply only to the original purchaser. In situations involving subrogation, the **Contract** holder must be made whole before the company may retain amounts it has recovered. In the event of a total loss of property covered by a **Service Contract** occurring after the first thirty (30) days after the **Contract** purchase date that is not covered by a replacement of the property pursuant to the terms of the **Contract, You** shall be entitled to cancel the **Service Contract** and not be charged a cancellation fee. **We** may only cancel this **Contract** for nonpayment of the **Contract Purchase Price,** material misrepresentation by **You** to **Us** or the **Administrator,** or substantial breach of **Your** duties relating to the **Vehicle** or its use. If **We** cancel this **Contract, We** shall mail a written notice to **You** at **Your** last-known address contained in

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Our records at least five (5) days prior to cancellation by **Us.** The written notice will include the effective date and reason for the cancellation. If **You** or **We** cancel this **Contract** after the first thirty (30) days after the **Contract** purchase date, **Your** pro rata refund will be reduced by the amount of any claims paid. If **We** do not pay or credit a refund within forty-five (45) days after **Your** return of the **Contract** to **Us, We** shall pay a ten (10%) percent per month penalty of the refund amount outstanding which **We** shall add to amount of the refund. The **Contract** excludes consequential damages and preexisting conditions. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If You do not receive satisfaction under this Agreement, You may contact the Office of the Commissioner of Insurance at the following address: P.O. Box 7873, Madison, WI 53707-7873.**

In Wyoming, a ten percent (10%) per month penalty will be due on any amounts outstanding for refunds that are not paid within forty-five (45) days after the return of the **Service Contract.** The right to return and void this **Contract** within the first thirty (30) days shall not be transferrable to a subsequent transferee. **We** will mail a written notice to **You** at **Your** last known address contained in **Our** records at least ten (10) days prior to cancellation by **Us**. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the **Service Contract** holder to the provider or a substantial breach of duties by the **Service Contract** holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation. The **Contract** excludes consequential damages and preexisting conditions.

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