VEHICLE SERVICE CONTRACT APPLICATION

Insured by: Heritage Indemnity Company
P.O. Box 140057 Denver, CO 80214-0057

SCHEDULE — MISSING INFORMATION WILL DELAY PROCESSING OF THIS APPLICATION

YOUR APPLICATION/CONTRACT NUMBER [redacted]

PURCHASER OR LESSEE (YOU AND YOUR) LAST NAME, FIRST NAME, MI [redacted]

YOUR TELEPHONE NUMBER [redacted]

ADDRESS [redacted] CITY [redacted] ST [redacted] ZIP [redacted]

VEHICLE AND CONTRACT INFORMATION

VEHICLE YR [redacted] MAKE [redacted] MODEL [redacted] PURCHASE PRICE [redacted] VEHICLE IDENTIFICATION NUMBER (VIN) [redacted]

EFFECTIVE DATE (DATE CONTRACT PURCHASED) [redacted] ODOMETER READING [redacted] TERM MONTHS* [redacted] **OR** *WHICHEVER COMES FIRST TERM MILES* [redacted]

ADMINISTRATOR
WARRANTY SOLUTIONS MANAGEMENT CORPORATION
P.O. BOX 140057 DENVER, CO 80214-0057

ROADSIDE SERVICE
866-434-4357

DEALER NUMBER [redacted]

CONTRACT PRICE

LIENHOLDER ADDRESS CITY ST ZIP

ISSUING DEALER NAME [redacted] ADDRESS [redacted] CITY [redacted] ST [redacted] ZIP [redacted]

COVERAGE INFORMATION

Plan Selection (select one)

Coverage type must be checked. If no coverage type is checked, or if more than one coverage type is checked, 3 Star coverage will apply.

☐ **NEW 3 STAR** ☐ **NEW 3 STAR PLUS** ☐ **PREOWNED 3 STAR** ☒ **PREOWNED 3 STAR PLUS**

Coverage Options

Must be checked at time of purchase or no coverage will be afforded.

- ☐ **POWER TECH & ELECTRONICS** (3 STAR PLUS ONLY)
- ☐ **ECOMIND®**
- ☐ **OVERSIZED WHEELS AND TIRES/LIFTED VEHICLE**
- ☐ **SNOWPLOW**

Deductibles

The Standard Deductible is $100.
All Deductibles are "per repair visit."

Check if Vehicle Has

Please check all that apply.

- ☐ **DIESEL**
- ☐ **AWD/4WD**
- ☐ **SUPER/TURBO**
- ☐ **V10 ENGINE**

Contract Expiration

COVERAGE IS AVAILABLE UNTIL THE TERM IS MET BY EITHER MILES OR TIME (WHICHEVER OCCURS FIRST).

EXPIRATION DATE (MM/DD/YYYY) [redacted]

EXPIRATION MILEAGE (E.G., 100,000) [redacted]

PURCHASE OF THIS CONTRACT IS NOT REQUIRED TO LEASE, PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE.

THIS CONTRACT IS BETWEEN WS AFTERMARKET SERVICES CORPORATION, 7125 W. JEFFERSON AVE., SUITE 200, LAKEWOOD, CO 80235, 800-322-3933 (HEREIN REFERRED TO AS **WE**, **US**, AND **OUR**), AND **YOU** AND PROVIDES COVERAGE FOR THE TERM STATED. FOR CLAIMS CALL 800-322-3933.

I, THE UNDERSIGNED, HEREBY APPLY FOR A VEHICLE SERVICE CONTRACT (CONTRACT) COVERING THE VEHICLE DESCRIBED ABOVE. MY SIGNATURE MEANS THAT I HAVE REVIEWED AND UNDERSTAND THE TIME AND MILEAGE LIMITATIONS, COVERAGE, AND EXCLUSIONS, AND THAT THE REPAIR OF NON-COVERED COMPONENTS IS EXCLUDED FROM COVERAGE. I HAVE REVIEWED ALL THE COVERAGE AND OPTIONS AVAILABLE. ALL OF THE OPTIONS I WISH TO PURCHASE ARE CLEARLY MARKED ABOVE. I HAVE READ AND UNDERSTAND THE REQUIRED MAINTENANCE SECTION OF THE CONTRACT. I HEREBY DECLARE THAT I HAVE RECEIVED THE CONTRACT AND THE ABOVE INFORMATION IS CORRECT.

Your Signature **Dealer Representative** **Date** [redacted] **Tracking Code** [redacted]

SAMPLE

WARRANTY SOLUTIONS®

VEHICLE SERVICE CONTRACT APPLICATION

Insured by: Heritage Indemnity Company
P.O. Box 140057 Denver, CO 80214-0057

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PURCHASER OR LESSEE (YOU AND YOUR) LAST NAME, FIRST NAME, MI [redacted]

YOUR TELEPHONE NUMBER [redacted]

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VEHICLE AND CONTRACT INFORMATION

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ADMINISTRATOR
WARRANTY SOLUTIONS MANAGEMENT CORPORATION
P.O. BOX 140057 DENVER, CO 80214-0057

ROADSIDE SERVICE
866-434-4357

DEALER NUMBER [redacted] CONTRACT PRICE [redacted]

LIENHOLDER ADDRESS CITY ST ZIP

ISSUING DEALER NAME [redacted] ADDRESS [redacted] CITY [redacted] ST [redacted] ZIP [redacted]

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Please check all that apply.

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- ☐ **AWD/4WD**
- ☐ **SUPER/TURBO**
- ☐ **V10 ENGINE**

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Your Signature **Dealer Representative** **Date** [redacted] **Tracking Code** [redacted]

SAMPLE

UPON OUR ACCEPTANCE OF YOUR APPLICATION, THIS IS YOUR CONTRACT
PLEASE READ CAREFULLY

CONTRACT DEFINITIONS

ADMINISTRATOR: Warranty Solutions Management Corporation is the Administrator of this Contract. You may contact the Administrator at any time to have coverage questions answered or receive assistance in filing a claim under this Contract at 800-322-3933.
APPROVED VEHICLE: A vehicle titled within the United States, its Territories, or Possessions that meets the Administrator's underwriting requirements and guidelines at the time of sale for mileage, term, plan, options, condition, and vehicle type, and is listed in the Schedule.
CONTRACT TERRITORY and **TERM:** This Contract applies to a Mechanical Breakdown occurring only within the United States, its Territories or Possessions, and Canada and can only be purchased within the country in which You reside. It is effective upon issuance and expires in accordance with the elapsed time or mileage, whichever occurs first, shown in the Schedule attached to this Contract for the Term You purchased.
COVERED PARTS: The parts specifically listed in Coverage. Parts that are not listed or parts and services that are excluded in General Contract Exclusions, are not covered. Coverage includes fluids and labor only when required as part of a covered Mechanical Breakdown.
EFFECTIVE DATE: The Date this Contract was purchased as listed in Contract Information section of the Schedule.
NEW PLAN: A Plan Selection for an Approved Vehicle that may be a new or preowned vehicle that, at the time of sale of the Contract, is no more than 5 model years old and has less than or equal to 60,000 miles.
PREOWNED PLAN: A Plan Selection for any Approved Vehicle.
EXPIRATION DATE: The Effective Date plus the Term You purchased as listed on the Schedule.
EXPIRATION MILEAGE: *For New Plans only:* The Contract expires when the vehicle's odometer reaches the mileage of the Term You purchased, e.g. Term Miles on the Schedule shows 100,000 miles, the Contract will then expire when the Approved Vehicle's odometer reads 100,000 miles. The Term Miles purchased as listed on the Schedule is NOT added to the mileage on the odometer at the time of sale. *For Preowned Plans only:* The mileage Term purchased as listed on the Schedule IS added to the mileage on the odometer at the time of purchase.
CONTRACT EXPIRATION: This Contract expires at the earlier of either the Expiration Date or the Expiration Mileage listed in the Schedule page, or when We have wholly fulfilled Our financial obligations under the terms of the Limit of Liability clause of the General Provisions section of this Contract, whichever occurs first.
MECHANICAL BREAKDOWN: The failure of a Covered Part to perform its intended function due to defects in materials or faulty workmanship in its manufacturing. This may include wear tolerances that are outside the manufacturer's specifications that prevent the part from operating as designed. (see General Contract Exclusions) Non-covered parts are not covered.
SCHEDULE: Upon acceptance by the Administrator, Your Vehicle Service Contract Application becomes Your Schedule. The Administrator reserves the right to reject this Vehicle Service Contract Application.
WE, US, and **OUR:** WS Aftermarket Services Corporation
YOU and **YOUR:** The Purchaser or Lessee shown on the Schedule or the person to whom this Contract was properly transferred.

HOW TO MAKE A CLAIM

1. If the Approved Vehicle is inoperable, and to prevent further damage, immediately stop the vehicle and call 866-434-4357 (see Roadside Service under Added Coverages). It is Your responsibility to use all reasonable means and precautions to protect the Approved Vehicle from further damage. Continued operation of the Approved Vehicle after any Mechanical Breakdown shall constitute failure to protect the Approved Vehicle. Any damage from failure to protect the Approved Vehicle shall not be recoverable;
2. **Prior to starting repairs, the repair facility must contact the Administrator at www.warrantysolutions.com (repair facilities only) or 800-322-3933 with diagnosis and estimate of repairs.** If a covered Mechanical Breakdown occurs when the Administrator's office is closed, You must have the repair facility contact the Administrator during the next business day. **Failure to contact the Administrator and report the claim on the next business day may result in nonpayment (see General Contract Exclusions);**
3. You must authorize the Issuing Dealer or any other state licensed repair facility to inspect and diagnose the Mechanical Breakdown, as necessary, to determine the cause of failure and the cost of parts and labor to repair. **IMPORTANT: You must call the Administrator prior to all transmission disassembly.** You are responsible for the cost of disassembly in the event the Mechanical Breakdown is NOT payable under this Contract (see General Contract Exclusions);
4. If requested, permit inspection of the Approved Vehicle by the Administrator **BEFORE** repairs are performed;
5. Upon request, provide proof of maintenance (see Required Maintenance);
6. You must pay the Deductible and any other non-covered expenses as applicable;
7. Payment for covered Mechanical Breakdowns will be made to either the repair facility or You in accordance with Contract provisions within thirty (30) days after receipt of the repair order. Repair orders must be received by the Administrator within ninety (90) days of completion of repairs and the repair order must be signed by You. Failure to sign repair order may cause delays in processing Your claim;

Claims mailed in without prior authorization from the Administrator will be denied.

PAYMENT OF MECHANICAL REPAIRS

We will pay for the reasonable cost or reimburse You for the reasonable cost to repair a covered Mechanical Breakdown (diagnostic and repair time are allowed only for Covered Repairs and as indicated in a current edition of a Chilton, Motor, Mitchell, or AllData labor guide), when repaired by a state licensed repair facility or, if necessary, We will arrange for the repair of such covered Mechanical Breakdown at Our expense. The payment of sales tax on covered repairs will be made in accordance with the regulations of the taxing authority in the state where Your Approved Vehicle has been repaired. Payment of covered Mechanical Breakdowns will only be released upon the receipt of a verifiable invoice signed by the Purchaser or Lessee shown on the Schedule or the person to whom this Contract was properly transferred, indicating that the authorized repairs were properly performed and completed. Failure to sign the repair order may cause delays in processing Your claim.

REQUIRED MAINTENANCE

In order to keep this Contract in force or transfer this Contract, You must maintain the Approved Vehicle in accordance with the manufacturer's published maintenance requirements from the date You purchased the Approved Vehicle. If You are using the Approved Vehicle for commercial use, towing, snow plowing, or off road use, You must follow the manufacturer's severe use maintenance requirements. Before any repair is authorized or transfer approved, We will require You to prove You have properly maintained the Approved Vehicle as required. You are responsible for retaining the receipts identifying the Approved Vehicle showing dates, mileage, services performed, year, make, model, and vehicle identification number (VIN), and providing them to the Administrator in the event of a claim or transfer. **The performance of normal maintenance services is not covered by this Contract.** You are responsible for making certain that all warning lights/gauges/indicators of any kind, including, but not limited to, oil and temperature, are functioning properly, and discontinue operation as soon as is reasonably possible when any warning/malfunction occurs, whether visual or audible, indicating inadequate protection or performance.

SAMPLE

DEDUCTIBLE

The Deductible for this Contract is $100. The Deductible is the portion of the repair costs You must pay for each covered repair visit. A Deductible does not apply to Car Rental, Trip Interruption, or Roadside Service.

COVERAGE

(Note: Coverage type must be checked on the Schedule. If no coverage type is checked, or if more than one coverage level is checked, 3 Star coverage will apply.)

3 STAR:

1. **ENGINE:** Engine block, cylinder head, rotor housing, oil pan, valve cover, timing cover; all internally lubricated parts contained within the engine; oil pump; timing chain, gears, and tensioners; timing belt and tensioners; balance belt; variable valve camshaft adjuster; intake and exhaust manifolds; harmonic balancer; engine mounts; water pump; flywheel; flexplate.
2. **TRANSMISSION, TRANSAXLE, and TRANSFER CASE (Automatic and Standard):** Case housings, housing covers, and pans; all internally lubricated parts contained within the housings; torque converter; viscous coupling; vacuum modulator; transmission mounts; transfer case shift/encoder motor; and range position sensor/switch.
3. **DRIVE AXLE (Includes transaxle and four (4) wheel drive vehicles):** Front and rear drive axle housings and covers; all internally lubricated parts contained within the drive axle housings; axle shafts; constant velocity joints and boots; driveshafts; universal joints; flex discs; driveshaft center support bearing; driveshaft yokes; four (4) wheel drive engagement actuators and motors; four (4) wheel drive manual locking hubs.
4. **HYBRID ELECTRIC VEHICLE PACKAGE:** Power inverter assembly; drive motor assembly; generator assembly; hybrid cooling system blower motors and pumps; hybrid system stator and rotor; and all hybrid system control units and sensors.
5. **SEALS AND GASKETS:** Seals and gaskets for all parts listed above.

3 STAR PLUS: If You purchased this coverage, it covers components one (1) through five (5) above, PLUS components six (6) through thirteen (13) below:

6. **FRONT SUSPENSION:** Upper and lower control arms and bushings; upper and lower ball joints; wheel hubs and wheel bearings.
7. **STEERING:** Steering gear, rack and pinion housings, and all internally lubricated parts contained within the housings; electric power steering assist motor; and power steering pump and pump power cylinder assembly.
8. **BRAKES:** Master cylinder; vacuum or hydro booster; wheel cylinders; calipers; equalizer and distributing valves; ABS electronic control unit, wheel speed sensor, and exciters; and ABS proportioning control valves and high-pressure hydraulic pump.
9. **FUEL:** Fuel injectors; fuel pump; and all internal parts of the turbocharger or supercharger and their housings.
10. **COOLING:** Radiator; electric cooling fan motor and its relay; fan clutch; and fan shroud.
11. **ELECTRICAL:** Starter motor; starter solenoid; alternator and its mounting bracket; voltage regulator; wiper motor; and all manually operated switches.
12. **INTERIOR CLIMATE AND COMFORT (Factory or dealer installed with factory approved parts only):** Air conditioning compressor, clutch, pulley, and its mounting bracket; accumulator; receiver dryer; evaporator; and condenser.
13. **SEALS AND GASKETS:** Seals and gaskets for all parts listed above.

COVERAGE OPTIONS

(NOTE: Available ONLY if selected at the time of Contract purchase and indicated on the Schedule.)

3 STAR PLUS *ONLY:*

POWER TECH AND ELECTRONICS: Manual and power window regulators; power antenna motor and mast; power trunk or tailgate actuator and motor; power headlight door motors and actuators; power sunroof motor (factory installed only); convertible top lift motor; power seat track assembly; power mirror motors; cruise control assembly; speedometer; odometer; fuel gauge; tachometer; volt and amp gauge; temperature gauge; factory keyless entry transmitter and receiver; factory installed anti-theft devices; transmission and transfer case control modules; ignition control modules; fuel injection control modules; fuel injection sensors; and electronic air conditioning control head and module.

3 STAR AND 3 STAR PLUS:

ECOMIND®: By selecting this option in the Coverage Options section of the Schedule at the time this Contract is purchased, You are adding the following parts coverage and removing the following excluded parts from General Contract Exclusions: spark plug wires; coil to spark plug boots and connectors; vapor and emission canisters; positive crankcase ventilation valve; distributor cap and rotor; gas cap; smog pumps, catalytic converter, muffler, exhaust pipes; and high-voltage vehicle drive batteries.

OVERSIZED WHEELS AND TIRES / LIFTED VEHICLE: This option must be selected at time of sale for Vehicles already equipped with oversized tires and wheels and/or body or suspension lift kits (parts used to lift a vehicle or its suspension). The maximum increase for a lifted vehicle cannot exceed eight (8) inches and the tire size cannot exceed thirty-five (35) inches. Vehicles only modified with oversized tires or oversized wheels cannot exceed four (4) inches larger than the manufacturer recommended size (example: Manufacturer stock wheel size is 18". The maximum wheel size allowed would be 22"). Any vehicle modified outside these specifications will not be covered. (See General Contract Exclusions)

SNOWPLOW: Approved Vehicles. **NOTE:** Blade width may not exceed eight (8) feet. The plow itself and all of its assembly are excluded from coverage. **(see General Contract Exclusions)**

ADDED COVERAGES

The following coverages are included at no additional cost to You:

CAR RENTAL: If Your Approved Vehicle becomes inoperative due to a Mechanical Breakdown that is covered by this Contract or any repair being covered under a manufacturer's warranty, We will pay for Car Rental reimbursement up to $40 per day, not to exceed a total of $240 for any one (1) period. Car Rental will be based on the number of labor hours approved for the Mechanical Breakdown repair. Each eight (8) hours or portion thereof of approved labor counts as one (1) day Car Rental. In the event the Approved Vehicle needs to be inspected by Us, We will pay up to an additional two (2) days Car Rental. If parts must be ordered, We will pay up to an additional two (2) days Car Rental. Car Rental is not provided for delays because of shop scheduling or for work not covered by this Contract. Car Rental will be reimbursed only upon receipt of an invoice from a licensed car rental agency.

ROADSIDE SERVICE: If You require Emergency Roadside Service on the Approved Vehicle, please call 866-434-4357. Assistance is provided on Your Approved Vehicle for a Term shown on the Schedule, subject to the terms, conditions and exclusions of the Contract. You may use Emergency Roadside Service no more than five (5) times in a calendar year. This service includes: (1) Towing the Approved Vehicle to your Issuing Dealer or the nearest state licensed repair facility in the event your vehicle is inoperable or to prevent further damage. Towing is provided up to a maximum of 50 miles. Mileage charges over 50 miles and additional towing charges (winch outs, special equipment, etc.) are at Your expense. (2) Out of fuel/fluid assistance (Out of fuel/fluid assistance is not available if your vehicle is at your home or a gasoline station. All costs for the fuel/fluid will be at Your expense) (3) Flat tire assistance (4) Jump start assistance (5) Lock-out assistance (excludes costs for replacement of any missing, lost or damaged keys).

SAMPLE

TRIP INTERRUPTION: You will receive reimbursement from Us for a maximum of three (3) days for receipted expenses for meals (in restaurants only), and lodging incurred by You while staying at a hotel/motel up to a maximum of one hundred fifty dollars ($150) per day. Trip Interruption coverage is provided if: (1) You cannot operate Your Approved Vehicle due to a covered Mechanical Breakdown and You are more than one hundred (100) miles from home; and, (2) meals and lodging are required because the covered Mechanical Breakdown causes a delay en route.

GENERAL CONTRACT EXCLUSIONS

THIS CONTRACT DOES NOT COVER OR APPLY TO ANY OF THE FOLLOWING CONDITIONS:

1. Any claim submitted without the authorization of the Administrator prior to starting any repairs. (see How to Make a Claim)
2. Any Mechanical Breakdown or damage resulting from continued operation, such as not stopping Your vehicle immediately or having it towed, or caused by Your failure to take reasonable precautions to prevent further damage when an apparent problem exists (see Required Maintenance).
3. The repair or replacement of any Covered Part if a Mechanical Breakdown has not occurred.
4. Any costs incurred for diagnostics or disassembly work if a Mechanical Breakdown is not covered by this Contract (see Payment of Mechanical Repairs).
5. Any environmental surcharges, waste disposal fees, shop supplies, and other similar miscellaneous charges.
6. Any part not listed for coverage, including but not limited to, the performance of normal maintenance services as set forth in the owner's guide for the Approved Vehicle and scheduled replacement of parts and wear items. This includes freight and core charges; any part that was not originally installed by the manufacturer; oil, coolant, additives, and refrigerants or other fluids, except in conjunction with the repair of a Covered Part (this is limited to necessary amounts required to refill the system one (1) time for the repair of the Covered Part); nuts, bolts, and fasteners except when required to complete a covered repair on a Covered Part.
7. Any part that a repair facility or manufacturer recommends or requires to be repaired, replaced, or is an update (including updated software or programming), and is not a Mechanical Breakdown. This includes modifications, replacement or alteration of existing parts or systems necessitated by the replacement of an obsolete, superseded, or unavailable part, and improper maintenance or repair.
8. Any Mechanical Breakdown or damage resulting from misuse; abuse; negligence; collision or upset; fire or smoke; theft or attempted theft; vandalism; riot or civil commotion; explosion; lightning; earthquake; freezing; rust or corrosion; windstorm; hail; water or flood; acts of God; salt; environmental and road hazard damage; chemical; nuclear incident; or acts of war.
9. Any Mechanical Breakdown caused by a lack of required maintenance as set forth under Required Maintenance; contaminants or contaminated fluids, fuel, coolants, oils, and lubricants; foreign objects; improper amounts or types of lubricants, fuels, or coolants; sludge and/or varnish.
10. Any loss or expense that is a direct result of a mechanical or structural defect for which a manufacturer has announced a recall or other announcement for the purpose of correcting a defect, or the repair of any part covered by the Federal Emission Warranty, whether collectable or not.
11. Any vehicle that currently has or at any time has had an altered, or inoperative odometer that has been left unrepaired, whether such repair is covered by this Contract or not.
12. Any vehicle modified or altered with, but not limited to, high performance and/or off-road equipment that is not original factory equipment, done before or after the Effective Date of this Contract. Any vehicle used for any type of competitive driving or racing.
    If the Oversized Wheels and Tires / Lifted Vehicle Option was NOT selected, the following additional exclusions apply: Any vehicle that is used or equipped with any of the following: Any tire or wheel sizes and/or offsets not recommended by the manufacturer. Any vehicle equipped with a lift kit or has any parts that are used to lift a vehicle or its suspension.
13. Mechanical Breakdown or failure as a result of spinning of tires or over revving.
14. Any vehicle used for pulling a trailer, unless the vehicle was properly equipped beforehand for this purpose as recommended by the manufacturer.
15. Any vehicle that is reconstructed from salvage; declared a total loss; is a manufacturer or Dealer buyback; declared a lemon; the vehicle identification number has been changed or altered; or if the original manufacturer's warranty has been voided for any reason.
16. Any loss or expense if Your Approved Vehicle is used for the following: taxi or livery; hire to the public or used to transport people for hire; municipal, volunteer or professional emergency or police services; towing a trailer whose weight exceeds the manufacturer's recommendations for that vehicle.
17. Any vehicle that has the following characteristics: step-van; high-cube van; box body; cab and chassis or other incomplete vehicle; right hand steering; any vehicle that has business related equipment permanently mounted to the chassis or bed of the vehicle; or that have special bodies designed for construction, hauling or delivery.
18. Vehicles used for snowplowing are not covered unless the option box is checked by the Issuing Dealer at the time the Contract was purchased.
19. Any cost incurred for the repair or replacement of the snowplow and its components, in addition to any other non-factory installed parts.
20. Any vehicle not originally manufactured to be sold in the U.S. meeting U.S. specifications, commonly known as a gray market vehicle.
21. Consequential damages to non-covered parts are excluded from coverage. Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of your Approved Vehicle, loss of time, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your Approved Vehicle is expressly excluded.
22. Any repair where the only malfunction is low compression or excessive use of oil, unless parts exceed wear tolerances allowed by the manufacturer. Repair to piston rings and/or valves are not covered if the only malfunction is due to carbon buildup.
23. Any pre-existing condition (A condition that already existed on the Approved Vehicle when You purchased Your Contract).
24. Any Mechanical Breakdown covered by any limited warranty, manufacturer's warranty, manufacturer's and/or dealer customer assistance program, repairer's guarantee, road club, or any other guarantee, warranty, or insurance policy, whether collectible or not. It is Your responsibility for making sure that all remaining manufacturer's original warranties are transferred to You.

IF YOUR APPROVED VEHICLE IS USED, MODIFIED, OR ALTERED IN THE MANNER DESCRIBED ABOVE, WE WILL CANCEL THIS CONTRACT AS OF THE DATE WE ARE MADE AWARE OF SUCH USE OR MODIFICATION. IF WE CANCEL THIS CONTRACT, YOU WILL BE ENTITLED TO A REFUND COMPUTED AS OF THE DATE AND MILEAGE WE BECOME AWARE OF THE USE OR MODIFICATION, CALCULATED UNDER THE TERMS SET FORTH IN THE TERMINATION REFUND AND RETAINED CHARGES CLAUSE OF THE GENERAL PROVISIONS SECTION OF THIS CONTRACT AND NO CLAIMS WILL BE PAYABLE.

GENERAL PROVISIONS

THIS CONTRACT IS NOT RENEWABLE OR UPGRADABLE

REPAIRER'S GUARANTEE OR OTHER SERVICE CONTRACT: Any repair facility repairing Your Approved Vehicle for a Mechanical Breakdown covered by this Contract is fully responsible for that repair for the term of the warranty indicated on the repair order (minimum ninety (90) days). This Contract has no liability for similar repairs to the same part(s) during the warranty period. If more than one mechanical breakdown contract or insurance policy can be applied to a Mechanical Breakdown covered by this Contract, then this Contract shall be excess over all other contracts or policies, regardless of collectability.

SAMPLE

LIMIT OF LIABILITY: This Contract is limited to repair or replacement of the failed Covered Part only to restore the failed part to the same or like condition prior to a Mechanical Breakdown. The total amount of Our liability is the total of all claims and benefits paid or payable under and during the Term of this Contract and shall in no event exceed the Approved Vehicle's actual cash value as determined at the time of any repair as currently listed on the NADA website (www.nada.com).

LIENHOLDER ENDORSEMENT: If You financed the Approved Vehicle, and so long as the Lienholder is the Legal Owner or the Lessor, then the protection and termination provisions provided to You by this Contract shall accrue to the Lienholder in the event of repossession, total loss, or possession by other means.

REPLACEMENT: Replacement shall be made with parts of like kind and equivalent quality, which may include remanufactured, used, refurbished, reconditioned, or non-original manufacturer's parts.

TERMINATION REFUND AND RETAINED CHARGES: You may terminate this Contract by contacting the Issuing Dealer listed on the Schedule, or by written notice to the Administrator requesting termination. The information required to process a termination includes: Contract Number, date of termination, odometer reading at termination, and Purchaser's signature. The Administrator may terminate this Contract for nonpayment of the Contract price or for any material misrepresentation.

In the event this Contract is terminated, the amount We retain will be determined as follows: If this Contract is terminated within sixty (60) days of the Contract purchase date, the total amount paid by You for this Contract will be refunded provided no repair work has been performed or commenced. After the first sixty (60) days, or if repair work has been performed or commenced, We will retain an amount calculated pro rata based on the months or mileage elapsed since the purchase date, whichever is greater, plus a cancellation fee not to exceed ten percent (10%) of the Contract price or $25, whichever is less (unless state law provides otherwise). The cancellation fee will be charged only if You request cancellation of this Contract. We are the party responsible for honoring the termination requests, however, the Issuing Dealer will handle the request on Our behalf, and refund any balance to You. If the amount paid for this Contract was financed, the Issuing Dealer may make the refund to the Lienholder, unless it has been notified the debt has been paid off. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Contract to the provider.

TRANSFER: This Contract may be transferred to another individual, who is a resident of the United States, to whom You sell or otherwise transfer the Approved Vehicle while the Contract is still in force. This Contract cannot be transferred if the title of the Approved Vehicle passes through any entity other than the subsequent purchaser, or if the Approved Vehicle is sold or traded to a dealership, leasing agency, or any other entity or individual in the business of selling, consigning, or leasing automobiles. This Contract may be transferred once, and the transfer must be initiated by the original Purchaser. In order to transfer this Contract, We must receive from You, within thirty (30) days of the date of sale of the Approved Vehicle, all of the following: (1) A letter identifying the Approved Vehicle showing year, make, model, vehicle identification number, current mileage, and Contract Number. The letter must also state that the Purchaser of the Approved Vehicle has received and read the original Contract and understands and accepts its conditions, and it must be signed by both You and the Purchaser of the Approved Vehicle; (2) A copy of the bill of sale; (3) Verifiable service records evidencing You have complied with the manufacturer's recommended maintenance schedule; and, (4) A transfer fee of $75.

No transfer will be approved if the transfer request is received beyond thirty (30) days of the date of the sale of the Approved Vehicle. If the transfer request is not approved, upon Your written request, Your Contract will be terminated per the Termination Refund and Retained Charges section above as of the date You sold the Approved Vehicle. Any transfer fee and unearned portion of the Contract Price You paid will be refunded to You.

OUR RIGHT TO RECOVER FROM OTHERS: 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 must do whatever is reasonably necessary to enable Us to enforce these rights of recovery.

CONTRACT INSURED BY: This Contract is not an insurance policy. However, We have an insurance policy in effect with Heritage Indemnity Company, California Certificate of Authority No. 08549/2008. You are entitled to make a direct claim against Heritage Indemnity Company, PO Box 140057, Denver, Colorado, 80214-0057, 800-322-3933. Upon Our failure to perform under the Contract within sixty (60) days after the repair order has been filed with us, Heritage Indemnity Company, which issued an insurance policy, shall pay on behalf of Us any sums We are legally obligated to pay or shall provide the service which We are legally obligated to perform according to Our contractual obligations under the Contracts issued or sold by Us.

CHANGES: This Contract contains ALL of the agreements between You and Us. Any alterations to this Contract will make it VOID and no claims will be paid. In that case, see Termination Refund and Retained Charges above.

TERMS OF CONTRACT CONFORMED TO STATUTE: Any terms of this Contract that are found to be in conflict with the statutes of the state in which this Contract was signed or the state in which You reside are hereby amended to conform to the minimum standards of those statutes.

FINANCE COMPANY DISCLOSURE

Toyota and/or Lexus Financial Services: Under the ADDED COVERAGES section, the CAR RENTAL section is deleted and replaced with the following: CAR RENTAL: If Your Approved Vehicle becomes inoperative due to a Mechanical Breakdown that is covered by this Contract or a Mechanical Breakdown being covered under a manufacturer's warranty, We will pay for Car Rental reimbursement up to $40 per day that the Approved Vehicle is in the shop for repairs, not to exceed a total of $240 for any one (1) period. In the event the Approved Vehicle needs to be inspected by Us, We will pay up to an additional two (2) days Car Rental. If parts must be ordered, We will pay up to an additional two (2) days Car Rental. Car Rental is not provided for delays because of shop scheduling or for work not covered by this Contract. Car Rental will be reimbursed only upon receipt of an invoice from a licensed car rental agency.

STATE CHANGES

Colorado: The following is added to the General Provisions section, Contract Insured by clause: The applicable policy number of the insurance policy in effect with Heritage Indemnity Company is HWC-01.

Connecticut: WS AFTERMARKET SERVICES CORPORATION IS THE SERVICE CONTRACT PROVIDER AND IS REFERRED TO AS "WE", "US" AND "OUR" IN THIS CONTRACT. OUR OBLIGATIONS ARE GUARANTEED UNDER THE REIMBURSEMENT POLICY WE HAVE IN EFFECT WITH HERITAGE INDEMNITY COMPANY. Please see the Contract Insured By clause in the General Provisions section. The following is added: Resolution of Disputes: A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the Contract. If the Contract is for less than one (1) year, the Contract shall automatically be extended until such time as repairs authorized by the Administrator have been completed on the Approved Vehicle.The following is added to The General Provisions section, Termination Refund and Retained Charges clause. You have a right to terminate this Contract if Your Approved Vehicle that is listed on the Schedule is returned or sold, stolen, lost or destroyed. Under the Added Coverage section, ROADSIDE SERVICE clause, the following sentence is added: Motor club benefits provided by Signature's Nationwide Auto Club, Inc. (CT License Number C0013).

Georgia: General Contract Exclusion section is amended to read as follows: The following is deleted: Any pre-existing condition (A condition that already existed on the Approved Vehicle when You purchased Your Contract). The following is substituted in its place: Any and all pre-existing conditions reasonably known to You.

The General Contract Exclusion section is amended as follows: The following is deleted: Any vehicle that currently has or at any time has had an altered or inoperative odometer that has been left unrepaired, whether such repair is covered by this Contract or not. The following is substituted in its place: Any vehicle, while owned by You, that currently has or at any time has had an altered or inoperative odometer that has been left unrepaired, whether such repair is covered by this Contract or not.

SAMPLE

The General Contract Exclusion #12 is amended as follows: The following is deleted: "done before or after the Effective Date of the Contract." The following sentence is added at the start of the Exclusion: The following apply only during the Term of this Contract while the Approved Vehicle is owned by You.
The following is deleted: Any Mechanical Breakdown caused by a lack of required maintenance as set forth under the Required Maintenance section; contaminants or contaminated fluids, fuel, coolants, oils, and lubricants; foreign objects; improper amounts or types of lubricants, fuels, or coolants; sludge and/or varnish. The following is substituted in its place: Any Mechanical Breakdown caused by a lack of required maintenance as set forth under the Required Maintenance section; contaminants or contaminated fluids, fuel, coolants, oils, and lubricants; foreign objects; improper amounts or types of lubricants, fuels, or coolants; and/or varnish.
The General Provisions section, Termination Refund and Retained Charges clause is amended to read as follows: This Contract can be cancelled by Us only for fraud, material misrepresentation, or failure to pay the consideration. The cancellation notice will be sent to You by first class mail to Your last address of record at least thirty (30) days prior to the effective date of the cancellation, stating the reason therefore. If We cancel this Contract, the refund will be calculated pro rata of the unearned premium. If You cancel this Contract, the refund will be calculated pro rata of the unearned premium and We will retain a fee not to exceed ten percent (10%) of the unearned premium or $25, whichever is less. The last sentence of the General Provisions section, Repairer's Guarantee or Other Service Contract clause has been amended as follows: If more than one mechanical breakdown contract or insurance policy can be applied to a mechanical breakdown covered by this Contract, then this Contract will participate in the claim payment on a pro-rata basis with the other contract(s) or insurance policy(ies). The second sentence of the General Provisions section, Changes clause has been amended as follows: Any alterations to this Contract will void coverage and no claims will be paid.
Idaho: Coverage afforded under the motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.
Indiana: This service contract is not insurance and is not subject to Indiana insurance law. Our obligations to You are covered under a service contract reimbursement policy. If We fail to perform or make payment due under the service contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued Our service contract reimbursement policy, including any applicable requirement under the service contract that We refund any part of the cost of the service contract upon cancellation of the service contract. Please see the CONTRACT INSURED BY clause under the General Provisions section for the name and address of the insurer that issued the service contract reimbursement policy.
Iowa: The General Provisions section, Termination Refund and Retained Charges clause is amended by adding the following: "If You cancel the Contract, We shall mail a written notice of termination to You within fifteen (15) days of the date of the termination." The following shall be added: The Iowa Insurance Division, Securities and Regulated Industries Bureau address is Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, IA 50309-3738, Telephone number 515-281-5705.
Maine: The General Provisions section, TERMINATION REFUND AND RETAINED CHARGES clause is amended after "In the event this Contract is terminated " to read as follows: the amount We retain will be determined as follows: If this Contract is terminated within sixty (60) days of the Contract purchase date, the total amount paid by You for this Contract will be refunded provided no repair work has been performed or commenced. After the first sixty (60) days, or if repair work has been performed or commenced, We will refund an amount calculated pro rata based on the months or mileage elapsed since the purchase date, whichever amount is less, decreased by the amount of any claims paid under the Contract and less a cancellation fee not to exceed ten percent (10%) of the Contract price or $25, whichever is less. The cancellation fee will be charged only if You request cancellation of this Contract. If We terminate this Contract, We shall mail a written notice to You at Your last known address contained in our records at least 15 days prior to termination by Us. The notice must state the effective date of the termination and the reason for the termination. We are the party responsible for honoring the termination requests, however, the Issuing Dealer may handle the request on Our behalf, and refund any balance to You. If the amount paid for this Contract was financed, the Issuing Dealer may make the refund to the Lienholder, unless it has been notified the debt has been paid off. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Contract to the provider. The right to void this Contract within the first sixty (60) days, provided no repair work has been performed or commenced, is not transferable and applies only to the original Contract purchaser.
Massachusetts: Notice to consumer: The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. You can be required by the seller of this Contract to pursue those warranties, which are available to You without this agreement.
Missouri: In Missouri, the Administrator is doing business as Wachovia Management Corporation. The General Provisions section, TERMINATION REFUND AND RETAINED CHARGES clause is amended after "In the event this Contract is terminated " to read as follows: the amount We retain will be determined as follows: If You are the original Contract purchaser and this Contract is terminated before the thirty-first (31) day of the Contract purchase date, the total amount paid by You for this Contract will be refunded less any claims paid under the Contract. On or after the thirty-first (31) day, or at anytime if the Contract holder is not the original Contract purchaser, We will refund an amount calculated pro rata based on the months or mileage elapsed since the purchase date, whichever amount is less, decreased by the amount of any claims paid under the Contract and less a cancellation fee not to exceed ten percent (10%) of the Contract price or $25, whichever is less. The cancellation fee will be charged only if You request cancellation of this Contract. We are the party responsible for honoring the termination requests, however, the Issuing Dealer may handle the request on Our behalf, and refund any balance to You. If the amount paid for this Contract was financed, the Issuing Dealer may make the refund to the Lienholder, unless it has been notified the debt has been paid off. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Contract to the provider. The right to terminate this Contract before the thirty-first (31) day of the Contract purchase date for a full refund less any claims paid applies only to the original Contract purchaser. We shall mail You a written notice of termination within forty-five (45) days of the date of termination.

SAMPLE

Nevada: WS AFTERMARKET SERVICES CORPORATION IS THE SERVICE CONTRACT PROVIDER. Under the General Provisions section, TERMINATION REFUND AND RETAINED CHARGES clause, the following sentence is deleted in its entirety: The Administrator may terminate this Contract for nonpayment of the Contract price or for any material misrepresentation. Under the General Provisions section, TERMINATION REFUND AND RETAINED CHARGES clause, the following sentences are added: The Administrator may terminate this Contract for nonpayment of the Contract price by You or for any material misrepresentation by You. If We cancel the Contract, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to the Contract holder.
Under the General Contract Exclusions section, item #15 is deleted in its entirety and replaced with: 15. Any vehicle that is reconstructed from salvage; declared a total loss; is a manufacturer or Dealer buyback; declared a lemon; the vehicle identification number has been changed or altered. 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.
The paragraph below the General Contract Exclusions section starting with "**IF YOUR APPROVED VEHICLE IS USED, MODIFIED, OR ALTERED...**" is deleted in its entirety and replaced with the following: **IF YOUR APPROVED VEHICLE IS USED, MODIFIED, OR ALTERED IN THE MANNER DESCRIBED ABOVE AND IF THE UNAUTHORIZED USE OR MODIFICATION EITHER (1) OCCURRED AFTER THE EFFECTIVE DATE OF THE CONTRACT AND WHICH SUBSTANTIALLY AND MATERIALLY INCREASES THE SERVICE REQUIRED UNDER THE CONTRACT OR (2) CONSTITUTES A MATERIAL CHANGE IN THE NATURE OR EXTENT OF THE REQUIRED SERVICE OR REPAIR TO BE SUBSTANTIALLY AND MATERIALLY INCREASED BEYOND THAT CONTEMPLATED AT THE TIME THE CONTRACT WAS ISSUED OR SOLD, WE WILL CANCEL THIS CONTRACT AS OF THE DATE WE ARE MADE AWARE OF SUCH USE OR MODIFICATION PLUS 15 DAYS' PRIOR NOTICE TO THE CONTRACT HOLDER. IF WE CANCEL THIS CONTRACT, YOU WILL BE ENTITLED TO A REFUND COMPUTED AS OF THE DATE WE BECOME AWARE OF THE USE OR MODIFICATION PLUS 15 DAYS' PRIOR NOTICE TO THE CONTRACT HOLDER AND THE MILEAGE WE BECOME AWARE OF THE USE OR MODIFICATION, CALCULATED UNDER THE TERMS SET FORTH IN THE TERMINATION REFUND AND RETAINED CHARGES CLAUSE OF THE GENERAL PROVISIONS SECTION OF THIS CONTRACT AND NO CLAIMS WILL BE PAYABLE.**
New Hampshire: In the event that You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 800-852-3416 or by mail: New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301. No processing charge or transfer fee may be assessed in conjunction with the termination or transfer of this Contract.
New Jersey: WS AFTERMARKET SERVICES CORPORATION IS THE SERVICE CONTRACT PROVIDER. OUR OBLIGATIONS ARE INSURED UNDER A REIMBURSEMENT POLICY WE HAVE IN EFFECT WITH HERITAGE INDEMNITY COMPANY. Please see the Contract Insured By clause in the General Provisions section. Under the General Provisions section, TERMINATION REFUND AND RETAINED CHARGES clause, the following sentences are added: If We terminate this Contract, We shall mail a written notice to You at Your last known address contained in our records prior to the expiration of this Contract. The notice must state the effective date of the termination and the reason for the termination. The written notice must be delivered at least 5 days prior to the effective date of the termination. A written notice shall not be required if the reason for cancellation is nonpayment of provider fee, a material misrepresentation or omission, or a substantial breach of contractual obligations concerning the property or its use.
New Mexico: Under the General Provisions section, the Termination Refund and Retained Charges clause the following sentence is deleted: The Administrator may terminate this Contract for nonpayment of the Contract Price or for any material misrepresentation. It is replaced with the following: No service contract that has been in effect for at least seventy (70) days may be cancelled by the provider before the expiration of the agreed term or one (1) year after the Effective Date of the service contract, whichever occurs first, except on any of the following grounds: 1) failure by the holder to pay any amount due; 2) conviction of the holder of a crime that results in an increase in the service required under the service contract; 3) discovery of fraud or material misrepresentation by the holder in obtaining the service contract or in presenting a claim for service thereunder; or, 4) discovery of either of the following if it occurred after the Effective Date of the service contract and substantially and materially increased the service required under the service contract: A. An act or omission by the holder; or B. A violation by the holder of any condition of the service contract. No cancellation of a service contract may become effective until at least fifteen (15) days after the notice of cancellation is mailed to the holder. Final contract price to be determined prior to presentation to consumer for signature. See NMSA 1978 Section 59A-58-10.
Oregon: Under the General Provisions section, CONTRACT INSURED BY clause, the following is added: Heritage Indemnity Company will pay claims against Us for return of the unearned purchase price of the Contract. The following four sentences are added to the end of item #2 in the How to Make a Claim section: **You may call 800-322-3933 for 24 hour telephone assistance.** In the case of an emergency situation, and the Administrator's office is closed, You may bring the Approved Vehicle to a licensed repair facility 24 hours a day. You or the repair facility must notify the Administrator on the next business day. Coverage shall not be denied solely on the basis of failure to receive authorization, if proof is given that the claim is otherwise covered. Under the Added Coverages section, ROADSIDE SERVICE clause, the following is added: Roadside service is available 24 hours a day.
South Carolina: Under the General Provisions section, the Termination Refund and Retained Charges clause the following is added: 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 by Us. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to Us or a substantial breach of duties by You relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.
Texas: Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be directed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 512-463-6599 or 800-803-9202. The Vehicle Service Contract Application Page is amended by adding the following sentence to the Administrator Box: The Texas Department of Licensing and Regulation's TDLR IDNO for Warranty Solutions Management Corporation is 70052104. The General Provisions section, TERMINATION REFUND AND RETAINED CHARGES clause is amended after "In the event this Contract is terminated " to read as follows: the amount We retain will be determined as follows: If this Contract is terminated before the thirty-first (31) day of the Contract purchase date, the total amount paid by You for this Contract will be refunded less any claims paid under the Contract. On or after the thirty-first (31) day, We will refund an amount calculated pro rata based on the months or mileage elapsed since the purchase date, whichever amount is less, decreased by the amount of any claims paid under the Contract and less a cancellation fee not to exceed ten percent (10%) of the Contract price or $25, whichever is less. The cancellation fee will be charged only if You request cancellation of this Contract. We are the party responsible for honoring the termination request, however, the Issuing Dealer may handle the request on Our behalf, and refund any balance to You. If the amount paid for this Contract was financed, the Issuing Dealer may make the refund to the Lienholder, unless it has been notified the debt has been paid off. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Contract to the provider. The right to terminate this Contract is not transferable to a subsequent holder of the Contract. The General Provisions section, CONTRACT INSURED BY clause is amended by adding the following: You may apply for reimbursement directly to Heritage Indemnity Company if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Contract is terminated.
Wyoming: Under the General Provisions section, the Termination Refund and Retained Charges clause the following is added: We shall 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 You to Us or a substantial breach of duties by You relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

SAMPLE