



Auto Guard

Mechanical Breakdown Coverage

Authorized Allegiance Coverage Provider

Toll Free (888)293-4258

www.autoguardcoverage.com

REGISTRATION PAGE

CONTRACT #:

Car Guard

CONTRACT HOLDER INFORMATION

SELLER INFORMATION

VEHICLE INFORMATION

VIN:

Year:

Make:

Model:

Vehicle Purchase Price:

SERVICE CONTRACT INFORMATION

Coverage: GOLD

Term Months:

Term Miles:

Sale Date:

Expiration Date:

Sale Odometer:

Expiration Odometer:

Service Contract Price:

Vehicle Class:

Deductible:

Plan Code:

Additional Options:

Surcharges:

Lienholder:

NOTE: COVERAGE BEGINS WHEN THE COVERED VEHICLE ODOMETER IS 1,000 MILES GREATER THAN THE SALE ODOMETER AND WHEN THIRTY (30) DAYS HAVE PASSED SINCE THE SALE DATE.

Declaration Section

Coverage is listed in **Your Contract** and is not subject to any verbal representations made by the Seller of this **Contract**.

This **Service Contract** may run concurrent with and is secondary to any applicable **Manufacturer's Warranty**.

The **Contract Holder** understands and acknowledges that:

1. The **Contract Holder** has reviewed and understands the **Service Contract** and will abide by the terms of the **Service Contract**.
2. This is an application for a **Service Contract** between the **Contract Holder** and the **Provider**, National Administrative Service Co., LLC., located at 400 Metro Place N., Suite 300, Dublin, Ohio 43017, (877) 356-1500.
3. This application must be received by the **Administrator** from the Seller, verified and accepted by the **Administrator** for **Vehicle** eligibility, and confirmation and a **Contract** number mailed to the **Contract Holder** by the **Administrator**. If confirmation is not received within sixty (60) days, the **Contract Holder** should call the **Administrator** at (877) 356-1500.
4. This application will be attached to, and will become a part of the **Service Contract**.
5. The **Contract Holder** confirms that the information contained in this application is accurate and complete to the best of their knowledge and belief.
6. The **Provider's** performance under the **Contract** is insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim with American Bankers Insurance Company of Florida at the address listed herein or call toll free (866) 306-6694.
7. **PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR OBTAIN VEHICLE FINANCING.**

CONGRATULATIONS!

Thank you for choosing our **Service Contract**.

Repair Service – US and Canada

If **You** need repair service, refer to Section **VI. Filing A Claim** in this booklet. **You** may take **Your Vehicle** to any licensed repair facility in the United States or Canada. If **Your Vehicle** is still covered by its **Manufacturer's Warranty** **You** should return the **Vehicle** to a manufacturer's authorized **Repair Facility**.

Vehicle Operation and Care

If **You** have a questions or problems during the term of **Your Contract**, please call the **Administrator** toll free at (877) 356-1500.

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I. Definitions

This **Contract** contains words and phrases that have particular meaning and appear throughout this **Contract**. These terms appear in **boldface type**. Their meanings are listed below:

- **You, Your** – means the **Contract Holder** as shown on the Registration Page or the person to whom the **Contract** was properly transferred.
- **We, Us, Our** – means the **Service Contract Provider** ('**Provider**') and is defined as: National Administrative Service Co., LLC., 400 Metro Place N., Suite 300, Dublin, Ohio 43017, telephone number (877) 356-1500, who is obligated to provide services and pay claims under this **Contract**.
- **Administrator** – means the company that provides administrative services for this **Vehicle Service Contract**. National Administrative Service Co., LLC., 400 Metro Place N., Suite 300, Dublin, Ohio 43017, telephone number (877) 356-1500.
- **Contract, Service Contract, Vehicle Service Contract** – means this **Vehicle Service Contract** which **You** have purchased from **Us** to protect **Your Vehicle**.
- **Coverage, Coverage Selected** – means the level of protection **You** have selected, as shown on the Registration Page.
- **Deductible** – means the amount **You** are required to pay, as shown on the Registration Page, for covered **Breakdowns**.
- **Mechanical Breakdown, Breakdown** – means any part(s) covered by this **Contract** that fails to perform the function for which it was designed due to material defect or fails to perform within the manufacturer's specifications for the age and mileage of the **Vehicle**. Providing it has received required maintenance as defined under Section III. **Your Responsibilities For Services and Maintenance**.
- **Vehicle** – means the eligible passenger car, van, light truck (1-ton or less) or sport-utility vehicle described on the Registration Page.
- **Contract Purchase Date** – means the sale date of the **Contract** to **You**.
- **Odometer Reading At Purchase Date** – means the original mileage on **Your Vehicle's** odometer on the **Contract Purchase Date**.
- **Licensed Repair Facility, Repair Facility** – means an automotive **Repair Facility**, which is ASE (Automotive Service Excellence) certified and operating in compliance with all City, State & Federal guidelines which regulate such facilities.
- **Manufacturer's Warranty** – means the warranty provided at no additional cost to **You** by the **Vehicle's** manufacturer.

II. Contract Provisions

A. Coverage Period

COVERAGE BEGINS AT THE LATER OF THIRTY (30) DAYS AFTER THE CONTRACT PURCHASE DATE OR 1,000 MILES AFTER THE ODOMETER READING AT PURCHASE DATE. Coverage ends when either the **Vehicle's** odometer registers the mileage indicated on the registration page as Expiration Odometer or the Expiration Date, whichever occurs first.

B. Coverage Provided

We will reimburse **You** or a **Licensed Repair Facility** for the costs to repair or replace covered parts that fail due to a **Mechanical Breakdown**, less the applicable **Deductible**. Labor fees are reimbursed according to a nationally recognized labor guide and subject to a maximum per hour rate not to exceed the limit stated in Section II. **Contract Provisions – D. Limit of Liability**. Replacement parts may be of new, remanufactured, or of like kind and quality. Reimbursement is based on the Manufacturer's Suggested Retail Price on parts and the labor is based on a nationally recognized labor manual.

C. Territory

This **Contract** applies only to **Breakdowns** and repairs that occur in the United States or Canada.

D. Limit of Liability

1. **Per Incident:** Liability shall be limited to the reasonable price for repair or replacement of any covered part, not to exceed the manufacturers' suggested retail price. The reasonable price is based upon nationally recognized flat rate and/or factory manuals. In no event will the liability for each **Mechanical Breakdown** or **Failure** under this **Contract** exceed the trade-in allowance of the **Vehicle** established by the current NADA Official Used Car Guide at the time immediately preceding the **Mechanical Breakdown** or **Failure**.
2. **Aggregate:** The aggregate limit of liability of all benefits payable shall never exceed the Actual Cash Value of **Your Vehicle** at time of purchase/lease, or \$50,000 (fifty-thousand dollars), whichever amount is less. We will not be liable to **You** for consequential damages or injuries, nor for any costs or expenses that provide betterment, upgrade, or enhancement to **You** or **Your Vehicle**. This limit of liability applies regardless of the cause and regardless of the legal theory asserted. There are no warranties that extend beyond the description on the face hereof. The warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed.

E. Transfer of Contract

This **Contract** applies only to **You** and the **Vehicle** listed on the Registration Page. This **Contract** may be transferred one time only, at **Your** request, to the next owner (private party) of the **Vehicle** while the **Contract** is still in force.

1. This **Contract** may be transferred by providing the **Administrator** with the following information within thirty (30) days of transfer of ownership:
 - A completed transfer application form signed by **You** and the **Contract Holder** of **Your Vehicle**. Call the **Administrator** to obtain a copy of the transfer application form;
 - Copies of all of **Your** maintenance and service receipts for the **Vehicle** as required in Section III. **Your Responsibilities For Services and Maintenance;**

- Name and address of the new owner, date of sale to the new owner, and a current certified odometer statement; and
 - A seventy-five dollar (\$75) Transfer Fee made payable to the **Administrator**.
2. If any portion of the **Manufacturer's Warranty** is in effect at the time of transfer, the transfer of the **Contract** will be valid only if the **Manufacturer's Warranty** is also transferable and the **Contract** is properly transferred.
 3. Failure or inability to provide valid and complete maintenance and service records will result in transfer denial.

F. Cancellation Provisions

1. **You** may cancel this **Contract** at any time by returning it to **Us**. A current certified odometer statement indicating the odometer reading at the date of the request for cancellation will be required.
2. If no claim has been made under this **Contract**, **You** may return this **Contract** within the first thirty (30) days. The **Contract** will be void and **We** will refund to **You** the full amount of money paid by **You**. This right to void the **Contract** is not transferable and applies only to the original **Contract Holder**.
3. If **You** cancel this **Contract** after the first thirty (30) days or anytime after a claim has been authorized or paid, **We** will refund an amount of the **Contract** price according to the pro-rata method which reflects the greater of the days in force or the miles driven based on the term of the coverage selected and the date Coverage began, less any claims paid on the **Contract** where applicable by law (In the event of a cancellation due to repossession only, claims payment shall not be deducted from any cancellation refund due). An administrative fee of fifty dollars (\$50) will be deducted from the cancellation refund.
4. After this **Contract** has been in force for more than thirty (30) days, **We** may cancel this **Contract** only for:
 - a. non-payment of the **Contract** price;
 - b. intentional misrepresentation in obtaining the **Contract**;
 - c. intentional misrepresentation in the submission of a claim; or
 - d. discovery of an act or omission by **You** or a violation of any of the condition of this **Contract** which occurs after the purchase date of this **Contract** and which substantially and materially increase the service required under this **Contract**.
5. **We** may cancel this **Contract** by mailing written notice to **You** at **Your** last known address at least ten (10) days prior to the effective date of cancellation with the reason for the cancellation in the notice.
6. **Your Contract** may be cancelled for non-payment of the **Contract** price or if **Your Vehicle** is declared a total loss or repossessed.
7. If **Your Contract** was financed and **You** or **We** cancel this **Contract**, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.
8. If **You** or **We** have cancelled this **Contract** and **You** have not received a refund from **Us** within thirty (30) days of such cancellation, **You** may make a claim with the insurance company identified herein.

G. Our Right To Recover Payment

If **You** have a right to recover payment against another party for anything **We** have paid under this **Contract**, **Your** rights shall become **Our** rights. **You** shall do whatever is

necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss, less the **Deductible**.

H. Arbitration

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

As used in this Provision, "**You**" and "**Your**" mean the person or persons named in this **Service Contract** and all of his/her heirs, survivors, assigns and representatives. "**We**" and "**Us**" shall mean the **Provider** identified above and shall be deemed to include all of its agents.

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 **Service Contract** or any prior **Service Contract**, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire **Service Contract** ("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. The arbitration shall be held at a location selected by **Us** within the state in which this **Service Contract** was purchased. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be modified or construed to permit or mandate arbitration on behalf of a class of claimants or individuals other than **You**, or to apply to CLAIMS other than **Yours**. This Provision shall inure to the benefit of and be binding on **You** and **Us** and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this **Service Contract**.

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 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 pertaining to any claim.

I. Subrogation

In the event that coverage is provided under this **Contract**, **We** shall be subrogated to all the rights **You** may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and **You** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. **You** shall do nothing to prejudice those rights. Further, all amounts recovered by **You** for which **You** have received benefits under this **Contract** shall belong to, and be paid to **Us**, up to the amount of benefits paid under this **Contract**.

III. Your Responsibilities For Services and Maintenance

- A. You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. Note: **Your** Owner's

Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** conditions. If **You** do not have an Owner's Manual, **You** must change **Your Vehicle's** engine oil and filter at three-thousand five hundred (3,500) mile intervals. Failure to follow the manufacturer's recommendations or these guidelines will result in denial of **Coverage**.

- B. If applicable, replace the engine timing belt at the intervals specified by the **Vehicle** manufacturer.
- C. It is required that verifiable receipts are retained for the service work. Or, if **You** perform **Your** own service, **You** must retain verifiable receipts showing purchases of all required parts and materials necessary to perform the required maintenance and a log showing the date and mileage when the services were performed.

IV. What Is Covered By This Contract

COVERAGE IS LIMITED TO THE PARTS LISTED BELOW FOR THE COVERAGE OPTION CHOSEN ON THE REGISTRATION PAGE.

- 1. **Gasoline/Diesel Engine:** Cylinder block, cylinder head(s) if damage by internally lubricated parts. All internally lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, valves, valve springs, seats and guides, lifters, followers, oil pump, timing chain, timing belt and gear. Harmonic balancer. Valve covers, timing cover, and oil pan if damaged by internally lubricated parts; vacuum pump, engine mounts.
- 2. **Transmission:** Transmission case, transfer case and pan if damage by internally lubricated parts. All internally lubricated parts including: torque converter, vacuum modulator, internal linkage, and transmission mounts.
- 3. **Drive Axle:** Housing(s) and cover if damage by internally lubricated parts. All internally lubricated parts including: axle shafts, universal joints and yokes, constant velocity boot or joint or both, wheel bearings/hubs, drive shaft center bearings and supports, propeller shafts, locking hub mechanisms.
- 4. **Steering:** Steering box and rack and pinion unit and all their internal lubricated parts including: power steering pump and cylinder, main and intermediate steering shafts and couplings, steering knuckles; pitman arm, idler arm, tie rods ends, drag link.
- 5. **Brakes:** Non-ABS master cylinder, power booster, calipers, wheel cylinders hydraulic lines and fittings; proportioning valve, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables.
- 6. **Electrical:** Alternator, voltage regulator, starter motor, starter solenoid, distributor (excludes cap, rotor and wires), window regulator, heater A/C blower motor.
- 7. **Heater and Air Conditioning:** Evaporator, condenser, compressor, compressor clutch, receiver/drier, field coil, accumulator, A/C high/low pressure compressor cutoff switches, heater core.
- 8. **Front/Rear Suspension:** Upper and lower control arms, control arm shafts and bushings, spindle supports, stabilizer shaft, stabilizer linkage, bushings, ball joints, spindles, wheel bearings.
- 9. **Cooling:** Radiator, radiator fan blade and motor, fan clutch, water pump.
- 10. **Fuel:** Fuel pump, metal fuel injection lines/rails, fuel tank and metal fuel internal lubricated parts including: waste-gate, vanes, shafts and bearing.

**Seals and gaskets are only covered if needed in conjunction with a covered repair.*

Additional Optional Coverage

1. **Engine Control Module (ECM): Coverage** will apply for the Engine Control Module (ECM) in the event of **Breakdown** if the optional **Coverage** is selected (as shown in the **Service Contract** Information section of the Registration Page) and the appropriate surcharge is paid.
2. **Navigation Systems: Coverage** will apply for the Factory Installed Navigation Systems in the event of **Breakdown** if the optional **Coverage** is selected (as shown in the **Service Contract** Information section of the Registration Page) and the appropriate surcharge is paid.

Personal Protection Benefits

The following benefits are not subject to a **Deductible**:

1. **Towing: We** will reimburse **You** for **Your** actual towing cost up to a maximum of sixty dollars (\$60) per occurrence, if the tow was necessary because of a **Mechanical Breakdown** of a part covered under the **Contract**. Any payment shall be for actual towing or roadside charges in excess of any applicable reimbursement from the manufacturer or any other towing or road service **Coverage**.
2. **Rental Car: We** will reimburse **You** for rental of a replacement vehicle for substitute transportation if there is a **Breakdown** of a covered part under this **Contract** and the approved labor repair time is a minimum of four (4) hours. **Our** cost is limited to thirty dollars (\$30) per day. Each eight (8) hours of approved labor time Counts as one (1) day, up to a maximum of five (5) days. The substitute transportation must be supplied by a duly licensed rental agency and is in excess of any applicable reimbursement from the manufacturer or any other substitute transportation coverage.
3. **Locksmith Service:** If **You** lock **Your** keys in **Your Vehicle** or lose **Your** keys **You** will be reimbursed up to forty dollars (\$40) for the service call for a locksmith to open **Your Vehicle**. Key cutting or other labor/parts are not covered by this benefit.
4. **Out of Gas/Dead Battery:** **You** will be reimbursed up to forty dollars (\$40) for a service call to jump-start or deliver emergency fuel to **Your Vehicle**. The cost of the fuel is not reimbursable.
5. **Trip Interruption:** Trip interruption occurs when a **Breakdown** disables **Your Vehicle** more than one hundred (100) miles from **Your** home, **You** are stranded overnight and covered repairs are not completed. Trip interruption benefits are for motel and restaurant expenses incurred by **You** during the repair period. When such a **Breakdown** occurs, **You** will be reimbursed up to one hundred dollars (\$100) per day of trip interruption benefits for each eight (8) hours of approved labor time, up to a maximum of four (4) days.

V. What Is Not Covered By This Contract

A. NON-COVERED PARTS

ANY OF THE FOLLOWING PARTS: CARBURETOR; THROTTLE BODY; BATTERY; BATTERY CABLES; SHOCK ABSORBERS; STRUTS; MANUAL TRANSMISSION CLUTCH FRICTION, CLUTCH DISC AND PRESSURE PLATE; THROW OUT BEARING; PILOT BEARING; CLUTCH MASTER AND SLAVE CYLINDER; MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; WIRES; SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS; LENSES; HEADLAMP AND PROJECTION LAMP ASSEMBLIES; SEALED BEAMS; LIGHT BULBS; FUSES; CIRCUIT BREAKERS; TELEPHONES; TELEVISION/DVD PLAYER; ELECTRONIC AND SATELLITE TRANSMITTING/RECEIVING DEVICES; BRAKE ROTORS AND DRUMS; EXHAUST SYSTEM; EVAPORATIVE AND EXHAUST EMISSION SYSTEMS;

OXYGEN SENSORS; WEATHER STRIPPING; TRIM; MOLDINGS; BRIGHT METAL; CHROME; UPHOLSTERY; CARPET ; ZIPPERS; NUTS, BOLTS, AND FASTENERS; CUP HOLDERS; DASH PAD AND VENTS; SEAT FRAME; SEAT FRAME RECLINER MECHANISM; PAINT; OUTSIDE ORNAMENTATION; INSIDE AND OUTSIDE DOOR HANDLES; MIRRORS; HINGES; LIFTGATE AND HOOD SUPPORTS; HUB CAPS/WHEEL COVERS; BUMPERS; BODY SHEET METAL AND PANELS; BODY PARTS; FRAME AND ENGINE CRADLES; BODY MOUNTS; MOUNTING BRACKETS AND STRUCTURAL BODY PARTS; VINYL AND CONVERTIBLE TOPS; TIRES; WHEELS/RIMS; NEAR OBJECT AVOIDANCE SYSTEMS; SPEAKERS AND WIRING. SEALS AND GASKETS ARE COVERED ONLY IF NEEDED IN CONJUNCTION WITH A COVERED REPAIR FOR VEHICLES WITH UP TO 80,000 ODOMETER MILES AT THE TIME OF THE BREAKDOWN.

B. SCHEDULED MAINTENANCE SERVICE AND ADJUSTMENTS

MAINTENANCE SERVICES AND PARTS RECOMMENDED IN THE VEHICLE MANUFACTURER'S MAINTENANCE SCHEDULE, UNLESS REQUIRED IN CONJUNCTION WITH A COVERED REPAIR, THE FOLLOWING ARE NOT COVERED UNDER THIS AGREEMENT: MECHANICAL ADJUSTMENTS FILTERS; LUBRICANTS COOLANTS; FLUIDS; REFRIGERANTS AND THE SERVICE OPERATIONS NECESSARY TO REPLACE THEM. OTHER NORMAL MAINTENANCE SERVICES AND PARTS, INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS; WHEEL BALANCE; TUNE-UPS; SPARKPLUGS; SPARK PLUG WIRES; HOSES BELTS; BRAKE PADS; BRAKE LINING; BRAKE SHOES; WIPER BLADES; SQUEAKS AND RATTLES; WATER LEAKS; WIND NOISE; THERMOSTAT ARE NOT COVERED.

C. NON-COVERED CONDITIONS:

1. ANY REPAIR OR REPLACEMENT MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR TO THE REPAIR FACILITY.
2. THE DAMAGE OF A NON-COVERED PART RESULTING FROM THE FAILURE OF A COVERED PART OR DAMAGE TO A COVERED PART BY A NON-COVERED PART.
3. ANY BREAKDOWN RESULTING FROM AN OUTSIDE FORCE INCLUDING COLLISION, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, FREEZING, RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, INTRODUCTION OF FOREIGN OBJECTS, CONTAMINATION OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS, OR ANY HAZARD INSURABLE UNDER STANDARD PHYSICAL DAMAGE INSURANCE POLICIES REGARDLESS OF WHETHER SUCH INSURANCE IS IN FORCE, OR ANY CONSEQUENTIAL DAMAGE OR DIMINUTION IN VALUE RESULTING FROM THE FAILURE OF A COVERED OR NON-COVERED PART.
4. ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF NORMAL MAINTENANCE SCHEDULED FOR YOUR VEHICLE. FOR EXAMPLE, SOME VEHICLE MANUFACTURERS REQUIRE THE TIMING BELT TO BE REPLACED AT SPECIFIC INTERVALS. FAILURE TO PERFORM SPECIFIED MAINTENANCE WILL RESULT IN CLAIM DENIAL.
5. ANY BREAKDOWN CAUSED BY OIL SLUDGE, RUST AND/OR CARBON BUILD-UP OR THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS OR FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN A BREAKDOWN HAS OCCURRED, INCLUDING FAILURE TO REPLACE LEAKING SEALS AND/OR GASKETS IN A TIMELY MANNER.

6. ANY BREAKDOWN CAUSED BY OVERHEATING REGARDLESS OF THE CAUSE.
7. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF A BREAKDOWN HAS NOT OCCURRED, OR REPAIR OR REPLACEMENT OF PARTS IN CONNECTION WITH A COVERED REPAIR WHEN THOSE PARTS ARE NOT NECESSARY FOR THE COMPLETION OF THE COVERED REPAIR, OR WERE NOT DAMAGED BY THE FAILURE OF A COVERED PART SUCH REPAIR OR REPLACEMENT IS CONSIDERED AN IMPROVEMENT TO YOUR VEHICLE AND IS NOT COVERED BY THIS CONTRACT.
8. ANY BREAKDOWN CAUSED BY GRADUAL REDUCTION IN OPERATING PERFORMANCE DUE TO NORMAL WEAR AND TEAR. WEAR AND TEAR IS DEFINED AS A COMPONENT THAT HAS NOT FAILED BUT DOES NOT MEET THE MANUFACTURER'S SPECIFICATIONS.
9. ANY REPAIR FOR THE PURPOSE OF CORRECTING ENGINE COMPRESSION OR OIL CONSUMPTION WHEN A BREAKDOWN HAS NOT OCCURRED, INCLUDING BUT NOT LIMITED TO, BURNT VALVES, VALVE GRINDING, STUCK OR CARBONED PISTON RINGS ARE NOT COVERED.
10. IF YOUR VEHICLE HAS BEEN ALTERED AND DOES NOT MEET MANUFACTURER'S SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO, ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS, OR POWERTRAIN MODIFICATIONS.
11. IF YOUR ODOMETER HAS CEASED TO OPERATE AND ODOMETER REPAIRS HAVE NOT BEEN MADE IMMEDIATELY, OR THE ODOMETER HAS BEEN ALTERED IN ANY WAY SINCE YOU HAVE HAD TITLE TO YOUR VEHICLE.
12. FOR ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF USE, TIME, PROFIT, INCONVENIENCE ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE DESCRIBED IN THIS CONTRACT WHETHER OR NOT RELATED TO THE COVERED PARTS. FOR LOSS OF USE, TIME, SHOP DELAYS, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS OR INCIDENTAL OR CONSEQUENTIAL DAMAGE TO A NON-COVERED PART THAT RESULTS FROM A BREAKDOWN. (EXCEPT AS OTHERWISE MAY BE PROVIDED UNDER THE SCHEDULE OF COVERAGES)
13. WHEN THE RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY, OR A REPAIRER'S GUARANTEE/WARRANTY, OR ANY WARRANTY FROM THE MANUFACTURER, OR IF THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY BY ANY MEANS, INCLUDING BUT NOT LIMITED TO, PUBLIC RECALLS, FACTORY SERVICE BULLETINS, OR PROGRAMMING OF MODULES; EVEN IF THE MANUFACTURER NO LONGER HONORS THEIR OWN WARRANTY.
14. ANY BREAKDOWN CAUSED BY BEING TOWED, OR TOWING A TRAILER, ANOTHER VEHICLE OR ANY OTHER OBJECT, UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS USE AS RECOMMENDED BY THE MANUFACTURER.
15. IF YOUR VEHICLE IS USED AS A COMMERCIAL VEHICLE, TO GENERATE INCOME, OR IS USED FOR RENTAL, TAXI, LIMOUSINE OR SHUTTLE, DELIVERY, TOWING, ROAD REPAIR OPERATIONS, CONSTRUCTION, JOB SITE ACTIVITIES, COMMERCIAL HAULING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, RACING OR COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE WORK, SERVICE, OR REPAIR.

16. ANY BREAKDOWN REASONABLY DETERMINED TO HAVE OCCURRED PRIOR TO THE BEGINNING OF THE COVERAGE PERIOD (PRE-EXISTING), OR IF THE INFORMATION PROVIDED BY YOU, OR THE REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
17. FOR ANY BREAKDOWN THAT OCCURS AND/OR REPAIRS MADE OUTSIDE OF THE CONTINENTAL UNITED STATES, ALASKA, HAWAII OR CANADA.
18. FOR ANY PART NOT COVERED OR EXCLUDED BY THE ORIGINAL VEHICLE MANUFACTURER'S WARRANTY, OR ANY MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE OWNERS MANUAL FOR YOUR VEHICLE.
19. REIMBURSEMENT DOES NOT INCLUDE DIMINUTION IN THE VALUE OF YOUR VEHICLE.
20. VOICE RECOGNITION SYSTEMS; PERIMETER WARNING SYSTEMS OR ANY PART THEREOF; INFRARED SYSTEMS OR ANY PART THEREOF; MANUAL AND HYDRAULIC CLUTCH ASSEMBLY SUCH AS, BUT NOT LIMITED TO; MANUAL CLUTCH PEDAL; CLUTCH DISC, PRESSURE PLATE AND THROW-OUT BEARING.
21. ANY COMPONENT THAT ITS ONLY PURPOSE IS FOR ILLUMINATION SUCH AS BUT NOT LIMITED TO; SEALED BEAMS; HIGH-INTENSITY DISCHARGE (XEON) HEADLAMPS, LEDS, LIGHT BULBS AND LENSES.

VI. Filing A Claim

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

- A. **Prevent further damage** – Take immediate action to prevent further damage. This **Contract** will not cover the damage caused by not securing a timely repair of the failed component.
- B. Call the **Administrator** at (877) 356-1500 for a list of approved **Repair Facilities** in **Your** area.
- C. **Provide evidence of Coverage** – Provide the **Repair Facility** with a copy of **Your Contract** and/or **Your Contract** number.
- D. **Administrator** shall have the right to select the **Repair Facility** and shall have sole discretion regarding repairs to be made under this **Contract** in the event that any **Repair Facility** engaged to perform repairs contemplated by the service **Contract** charges for parts and labor in excess of amounts published in industry manuals published by Alldata, Motors, Mitchell and Mitchell On Demand and any other such manuals used by the **Administrator** to determine reasonable costs of repair.
- E. **Obtain claim payment authorization from the Administrator** – Prior to any repair being made, instruct the service manager at the **Repair Facility** to contact the **Administrator** to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered except as provided for under Item **J. "Emergency Repairs"**. The amount authorized by the **Administrator** is the maximum amount that will be paid for any repairs covered under the terms of this **Contract**. Any additional amount must receive prior approval from the **Administrator**.
- F. **Authorize tear-down and/or inspection** – In some cases, **You** may need to authorize the **Repair Facility** to inspect and/or tear-down **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the **Breakdown** is not covered under this **Contract**. We reserve the right to require an inspection of **Your Vehicle** prior to any repair being made.

- G. **Review coverage** – After the **Administrator** has been contacted, review with the service manager what will be covered by this **Contract**.
- H. **Pay any applicable Deductible** – At **Our** election, **We** will reimburse the **Repair Facility** or **You** the usual and fair charges for repairs performed on **Your Vehicle** that are covered by this **Contract** and previously authorized, less any applicable **Deductible** as shown on the **Registration Page**.
- I. **Submit the Repair Facility's completed repair order form within thirty (30) days** – Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the **Administrator** within thirty (30) days to be eligible for reimbursement.
- J. **Emergency Repairs** – Should an emergency occur which requires a **Breakdown** repair to be made at a time when the **Administrator's** office is closed; **You** must call the **Administrators** office within five (5) business days from the date of repair to determine if such repair will be covered. If it is determined that the repair is to be covered by this **Contract**, **You** will be reimbursed for the repair. Reimbursement is based on the Manufacturer's Suggested Retail Price for parts and the labor is based on a nationally recognized labor manual. Note: Emergency repairs exceeding four hundred dollars (\$400) in cost must always be pre-authorized by the **Administrator**. **You** assume all liability for payment of repairs that are not authorized to the repair facility. The toll-free number for EMERGENCY REPAIRS outside normal business hours is: (877) 356-1500.

If **You** have any questions regarding these provisions please call or contact **Us** at:

National Administrative Service Co., LLC

Attention: Claims

400 Metro Place N., Suite 300

Dublin, OH 43017

(877) 356-1500

VII. Special State Requirements

The following Special State Requirements and/or Disclosures apply if the **Contract** was purchased in one of the following states and supersede any other provision herein to the contrary:

ALABAMA

Section II. Contract Provisions – F. Cancellation Provisions – Item 2. is deleted and replaced with the following:

2. If no claim has been made under this **Contract**, **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale, whichever is less. In such a case, this **Contract** will be null and void and **We** will refund **You** the full amount of the purchase price of this **Contract**. This right to void the **Contract** is not transferable and applies only to the original **Contract Holder**.

Section II. Contract Provisions – F. Cancellation Provisions – Item 3. is deleted and replaced with the following:

3. If **You** cancel this **Contract** after the twenty (20) day period if the **Contract** was mailed to **You**, or within the ten (10) day period if the **Contract** was delivered to **You** at the time of sale or anytime after a claim has been authorized or paid, **We** will refund an amount of the **Contract** price according to the pro-rata method which reflects the greater of the days in force or the miles driven based on the term of the **Coverage** selected and the date Coverage began, less any claims paid and an administrative fee of twenty-five dollars (\$25). A ten percent (10%) penalty per month will be added to a refund that is not paid within the forty-sixth (46th) day after the date of return of the **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**.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

ALASKA

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

ARIZONA

Section I. Definitions – The following definitions have been deleted and replaced with the following:

- **We, Us, Our** – means the **Service Contract Provider** ('**Provider**') and is defined as: Autoguard Advantage Corporation., 400 Metro Place N., Suite 300, Dublin, Ohio 43017, telephone number (877) 356-1500, who is obligated to provide services and pay claims under this **Contract**.
- **Administrator** – means the company that provides administrative services for this **Vehicle Service Contract**. Dimension Service Corporation, 400 Metro Place N., Suite 300, Dublin, Ohio 43017, telephone number (877) 356-1500.

Section II. Contract Provisions – A. Coverage Period – This section is deleted and replaced with the following:

A. Coverage Period

The sale date of the **Contract** is the effective date of the **Contract**.

Section II. Contract Provisions – F. Cancellation Provisions – Item 4. is amended to include the following:

4. **We** will not cancel or void this **Contract** due to pre-existing conditions, prior use or unlawful acts relating to the product or misrepresentation by **Us** or **Our** subcontractors. Neither **We**, **Our** assignees, nor **Our** subcontractors will cancel or void **Coverage** under this **Contract** due to acts or omissions or **Our** failure or **Our** assignees or **Our** subcontractors failure to provide correct information or to perform the services or repairs provided in a timely, competent and workmanlike manner.

Section II. Contract Provisions – H. Arbitration – This section is amended to include the following:

You have a right under A.R.S. 20-1095-04 to contact the Director of Insurance in the event of any dispute. Arbitration cannot supersede the Unfair Trade Practice Provision of Arizona law pursuant to A.R.S. 20-1095-04 and 20-1095-09.

Section V. What is Not Covered By This Contract – The following paragraphs are deleted and replaced with the following:

4. **FOR ANY BREAKDOWN CAUSED BY YOU, WHILE YOU OWNED THE VEHICLE TO INCLUDE: MISUSE, ABUSE, NEGLIGENCE, LACK OF SCHEDULED MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE (SEE "YOUR RESPONSIBILITIES FOR SERVICES AND MAINTENANCE"), OR IMPROPER SERVICING OR REPAIRS PERFORMED BY YOU OR A LICENSED REPAIR FACILITY. FAILURE TO PROVIDE VERIFIABLE PROOF OF MAINTENANCE WILL/MAY VOID COVERAGE. FOR ANY BREAKDOWN CAUSED BY PRE-IGNITION, DETONATION, CARBON, SLUDGE OR VARNISH BUILD-UP, LUBRICANT BLOCKAGE OR THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS, AND/OR COOLANTS, OR ANY BREAKDOWN RESULTING FROM FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN BREAKDOWN HAS OCCURRED. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AS IS SAFE AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE.**
10. **IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE WHILE OWNED BY YOU OR YOU ARE USING OR HAVE USED YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING, BUT NOT LIMITED TO DAMAGE RESULTING TO ANY CUSTOM OR ADD-ON PART OR FAILURE AS A RESULT OF ANY CUSTOM OR ADD-ON PART, INCLUDING BUT NOT LIMITED TO: ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES, TRAILER HITCHES, ENGINE MODIFICATIONS, TRANSMISSION MODIFICATIONS, AND/OR DRIVE AXEL MODIFICATIONS, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS. OVERSIZED TIRES CAUSE YOUR ODOMETER TO READ IMPROPERLY. YOU MUST RETAIN PROOF THAT YOUR VEHICLES ODOMETER HAS BEEN RECALIBRATED SO THAT THE TRUE AND ACTUAL MILEAGE CAN BE DETERMINED. IF PROOF CANNOT BE PROVIDED, THE ADMINISTRATOR HAS THE RIGHT TO RECALCULATE YOUR EXPIRATION MILEAGE IN ACCORDANCE WITH INDUSTRY STANDARDS.**
11. **FOR BREAKDOWNS, IF THE VEHICLE ODOMETER, WHILE YOU OWN THE VEHICLE, IS BROKEN, HAS BEEN ALTERED AND/OR CEASED TO OPERATE SO THE ACTUAL VEHICLE MILEAGE CANNOT BE DETERMINED. IF THE ODOMETER HAS CEASED TO OPERATE YOU MUST SEEK REPAIR IMMEDIATELY.**

ARKANSAS

Section II. Contract Provisions – F. Cancellation Provisions – Item 2. is deleted and replaced with the following:

2. If no claim has been made under this **Contract** **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale. Upon **Your** return of the **Contract** within the applicable time period, this **Contract** will be null and void and **We** will refund to **You**, or credit to **Your** account, the full amount of the purchase price of this **Contract**. The applicable free-look time period on this **Contract** is not transferable and applies only to **You**, the original **Contract Holder** and only if no claim has been made prior to the **Contract's** return to **Us**. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after **You** return the **Contract** to **Us**.

Section II. Contract Provisions– F. Cancellation Provisions – Item 3. is deleted and replaced with the following:

3. If **You** cancel this **Contract** after the applicable twenty (20) or ten (10) day period has expired, or if a claim has been authorized or paid on **Your** behalf pursuant to the **Contract**, the cancellation refund will be calculated on a pro-rata basis of the unearned portion of the purchase price of the **Contract** less the amount or value of any claims paid, less a fifty dollar (\$50) administrative processing fee, unless the cancellation is for non-payment.

Section II. Contract Provisions – F. Cancellation Provisions – Item 5. is deleted and replaced by the following:

5. Notice of such cancellation will be delivered to **You** at **Your** last known address by registered mail within fifteen (15) days of the date of termination. The notice of cancellation will state one of the above mentioned (Item 4.) bases of cancellation, the amount of any refund required and the effective date of termination. If cancellation is due to non-payment of the **Contract** price, a material misrepresentation by **You** to **Us**, or a substantial breach of **Your** duties under the **Contract**, such notice will not be required.

Section II. Contract Provisions – F. Cancellation Provisions – Item 7. is deleted and replaced with the following:

7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. In the case of a repossession or total loss, the lienholder shall have the right to cancel and shall be the sole payee on any refund check.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

COLORADO

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

Section VI. Filing A Claim – This section is amended by adding the following:

- K. This **Contract** is insured by an Insurance Policy issued by American Bankers Insurance Company of Florida with offices located at 11222 Quail Roost Dr., Miami, FL 33157. Policy Number: SFM-515-CO-1.

CONNECTICUT

Connecticut Statutes 42-221, requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used Vehicles with a sale price of \$3,000 but less than \$5,000

Provides **Coverage** for 30 days or 1,500 miles, whichever occurs first.

Used Vehicles with a sale price of \$5,000 or more

Provides **Coverage** for 60 days or 3,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverage** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

We do not offer in-home service for **Your Vehicle**.

Section II. Contract Provisions – A. Coverage Period – This section is amended to include the following:

NOTICE: If **Your Contract** period is for less than one (1) year, and **Your Vehicle** has not exceeded the mileage limit or the expiration date is not exceeded, this **Contract** will be automatically extended while any **Covered** repairs under this **Contract** are being completed and **Your Vehicle** is in the custody of a **Licensed Repair Facility**. The extension period of this **Contract** will be equal to the time that **Your Vehicle** is at a **Licensed Repair Facility**.

Section II. Contract Provisions – H. Arbitration – This section is deleted and replaced with the following:

You should note that under Regulations of Connecticut State Agencies §42-260-3, **You** and **We** are required to make reasonable efforts to resolve disputes regarding this Plan. If **You** and **We** cannot reach an agreement, **You** may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

GEORGIA

Section II. Contract Provisions – F. Cancellation Provisions – Items 2 – 8. These sections are deleted in their entirety and replaced with the following:

2. We may cancel only for the following reasons:
 - a. Fraud;
 - b. Material Misrepresentation; or
 - c. Non-payment of premium.

In the event of cancellation for Fraud or Material Misrepresentation, such cancellation will be made in writing **You** and the lienholder (if applicable). The date of cancellation shall not be in effect less than thirty (30) days prior to the effective date of the notice. In the event of cancellation for non-payment of **Contract** premium, such cancellation will be made in writing to **You** and the lienholder (if applicable), not less than ten (10) days notice. For non-payment of **Contract** premium, written notice shall be 10 days and if cancelled for any other reason written notice shall be 30 days.

The lienholder must hold a power of attorney in order to cancel for default of the loan agreement.

If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** price according to the pro-rata method reflecting the greater of days in force or the miles driven based on the term of plan selected and the date **Coverage** begins. All cancellations requested by **You** will be calculated using the customary short rate method. An administration fee of ten percent (10%) of the pro-rata refund will be

applied if this **Contract** is cancelled by **You**. If **You** have cancelled this **Contract** and have not received the refund from **Us** within sixty (60) days of such cancellation, **You** may contact the insurance company. The name and address of the insurance company is: American Bankers Insurance Company of Florida, 11222 Quail Roost Dr., Miami, FL 33157, 1-866-306-6694. If **We** cancel this **Contract**, earned premiums will be computed on a pro-rated basis. The refund will be made within fifteen (15) days of the notice of cancellation. If **We** cancel this **Contract**, **You** will receive written notice to comply with 33-24-44 of the Georgia Insurance Code

Section II. Contract Provisions – H. Arbitration – This section is deleted in its entirety.

Section V. What is Not Covered By This Contract – The following paragraphs are deleted and replaced with the following:

4. FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF SCHEDULED MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE, OR IMPROPER SERVICING OR REPAIRS PERFORMED BY YOU OR A REPAIR FACILITY. FOR ANY BREAKDOWN CAUSED BY LUBRICANT BLOCKAGE OR THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS, AND/OR COOLANTS, OR ANY BREAKDOWN RESULTING FROM FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN BREAKDOWN HAS OCCURRED WHILE OWNED BY YOU.
10. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE WHILE OWNED BY YOU OR YOU ARE USING OR HAVE USED YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING, BUT NOT LIMITED TO DAMAGE RESULTING FROM: THE FAILURE OF ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFTS KITS, OVERSIZED/UNDERSIZED TIRES, TRAILER HITCHES, ENGINE MODIFICATIONS, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS.
11. FOR BREAKDOWNS, IF, WHILE OWNED BY YOU, THE VEHICLE ODOMETER IS BROKEN, HAS BEEN ALTERED AND/OR CEASED TO OPERATE SO THE ACTUAL VEHICLE MILEAGE CANNOT BE DETERMINED.
16. FOR ANY BREAKDOWN OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE AND REASONABLY KNOWN BY YOU. FOR ANY BREAKDOWN, IF THE REPAIR INFORMATION PROVIDED BY YOU IS NOT TRUE.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

HAWAII

Hawaii Revised Statutes require an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used Vehicles with less than 25,000 miles at the time of sale

Provides **Coverage** for 90 days or 5,000 miles, whichever occurs first.

Used Vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale

Provides **Coverage** for 60 days or 3,000 miles, whichever occurs first.

Used Vehicles with 50,000 miles or more but not more than 75,000 miles at the time of sale

Provides **Coverage** for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the

definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

Section I. Definitions – The definition of **Mechanical Breakdown, Breakdown** is deleted and replaced with the following:

- **Mechanical Breakdown, Breakdown** – means the failure of a **Covered Part** under normal service due to defects in material and workmanship. A **Covered Part** has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-**Covered Parts**.

Section II. Contract Provisions – **F. Cancellation Provisions** – **Item 2.** is deleted and replaced by the following:

2. If no claim has been made under this **Contract**, **You** may return this **Contract** within thirty (30) days of the date the **Contract** was mailed to **You**, or within twenty (20) days of delivery if the **Contract** was delivered to **You** at the time of sale. Upon **Your** return of the **Contract** within the applicable time period, this **Contract** will be null and void and **We** will refund to **You**, or credit to **Your** account, the full amount of the purchase price of this **Contract**. The right to void the **Contract** is not transferable and applies only to **You**, the original **Contract Holder**. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after **You** return the **Contract** to **Us**.

Section II. Contract Provisions – **F. Cancellation Provisions** – **Item 3.** is deleted and replaced by the following:

3. If **You** cancel this **Contract** after the applicable thirty (30) or twenty (20) day period has expired, or if a claim has been authorized or paid on **Your** behalf pursuant to the **Contract**, the cancellation refund will be calculated on a pro-rata basis and **You** will receive the lesser of the unused portion of the days or mileage that the **Contract** has been in effect, compared to the term stated on the **Contract**, less a fifty dollar (\$50) administrative processing fee.

Section II. Contract Provisions – **F. Cancellation Provisions** – **Item 5.** is deleted and replaced by the following:

5. Notice of such cancellation will be delivered to **You** at **Your** last known address by registered mail at least five (5) days prior to cancellation. The notice of cancellation will state one of the above mentioned bases of cancellation, the amount of any refund required and the effective date of termination. If cancellation is due to non-payment of the **Contract** price, a material misrepresentation by **You**, or a substantial breach of **Your** duties under the **Contract**, such notice will not be required.

Section II. Contract Provisions – **F. Cancellation Provisions** – **Item 7.** is deleted and replaced with the following:

7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear in the case of a repossession or total loss.

Section IV. What Is Covered By This Contract – **Personal Protection Benefits** – The **Coverage** components listed under this section are amended as follows:

Rental Car and Trip Interruption benefits are not available in the State of Hawaii.

Section V. What is Not Covered By This Contract – **C. Non-Covered Conditions** – **Item 8.** is deleted in its entirety.

IDAHO

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

Section II. Contract Provisions – F. Refund Calculation – Item 2. is deleted and replaced with the following:

2. If no claim has been made under this **Contract**, **You** may return this **Contract** within thirty (30) days of the **Contract Purchase Date**. Upon **Your** return of the **Contract** within the applicable time period, this **Contract** will be null and void and **We** will refund to **You**, the full amount of the purchase price of this **Contract**, less a fifty-dollar (\$50) administration fee. This right to void the **Contract** is not transferable and applies only to **You**, the original **Contract Holder**.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

ILLINOIS

Section II. Contract Provisions – F. Cancellation Provisions – Item 2. is deleted and replaced with the following:

2. **You** may cancel this **Contract** within thirty (30) days after purchase if no service has been provided with a full refund of the **Contract** purchase price, less the administrative fee for cancellation. The administrative fee for cancellation will be the lesser of ten percent (10%) of the **Contract** price or fifty dollars (\$50).

Section II. Contract Provisions – F. Cancellation Provisions – Item 3. is deleted and replaced by the following:

3. **You** may cancel this **Contract** after thirty (30) days and receive a pro-rata refund of the **Contract** purchase price for the unexpired term of the **Contract** based on the months or mileage elapsed since the Effective Date, whichever is greater, less the administrative fee for cancellation. The administrative fee for cancellation will be the lesser of ten percent (10%) of the **Contract** price or fifty dollars (\$50).

Section II. Contract Provisions – F. Cancellation Provisions – This section is amended to include the following:

9. The **Provider** is the party responsible for honoring cancellation requests. The Seller however can handle **Your** request for cancellation on behalf of the **Provider**.

INDIANA

NOTICE:

Your proof of payment to the Seller for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**.

Section II. Contract Provisions – H. Arbitration – This section is deleted and replaced with the following:

Mandatory arbitration is not allowable in the State of Indiana. At the time of any dispute the parties may voluntarily agree in separate written agreement to submit their matters of difference to arbitration. Arbitration proceedings shall be conducted in the county in the State of Indiana at a location in close proximity to the **Contract Holder's** permanent residence.

IOWA

Section II. Contract Provisions – F. Cancellation Provisions – Items 1. – 8. are deleted and replaced with the following:

1. **You** may cancel this **Contract** at any time by returning it to **Us**. A current certified odometer statement indicating the odometer reading at the date of the request for cancellation will be required.

2. We may cancel this Contract:

- a. For non-payment of the **Contract** charge;
- b. For intentional misrepresentation in obtaining this **Contract** or in the submission of a claim; or
- c. If the **Manufacturer's Warranty** on **Your Vehicle** has been voided.

3. If no claim has been made under this Contract, You may return this Contract within sixty (60) days of the Contract Sale Date shown in the Service Contract Information section of the Registration Page. Upon return of the Contract within the applicable time period, this Contract will be null and void and We will refund to You, or credit to Your account, the full amount of the purchase price of this Contract. This right to void the Contract is not transferable and applies only to You, the original Contract Holder. If You cancel this Contract after the sixty (60) day period has expired, or if a claim has been authorized or paid on Your behalf pursuant to the Contract, the cancellation refund will be calculated on a pro-rata method which reflects the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage began, less any claims authorized or paid on the Contract. If a full refund is due to You under this Contract, a ten (10%) penalty per month will be added to the refund if it not made within thirty (30) days of return of the Contract to Us.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

KANSAS

Section II. Contract Provisions – F. Cancellation Provisions – Item 4. is deleted and replaced with the following:

- 4. No Contract that has been in effect for ninety (90) days or more may be cancelled except for one of the following reasons:**
 - a. Non-payment of Contract purchase price;**
 - b. The Contract was issued because of a material misrepresentation; or**
 - c. The Contract Holder violated any of the material terms and conditions of the Contract.**

Section II. Contract Provisions – H. Arbitration – This section is amended to include the following:

The Arbitration procedure is voluntary and must be agreed to by both parties. The decision of the arbitrators shall be binding.

Section IV. What is Covered by this Contract - The following **Personal Protection Benefits** listed under this section are not available in the State of Kansas:

- 3. Locksmith Service; and**
- 4. Out of Gas/Dead Battery Coverage.**

Section V. What is Not Covered By This Contract – The following paragraph is deleted and replaced with the following:

- 12. FOR ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSON, ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, DESCRIBED IN THIS CONTRACT, RELATED TO PARTS COVERED. FOR LOSS OF USE, TIME, SHOP DELAYS, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, (EXCEPT AS OTHERWISE MAY BE PROVIDED UNDER THE SCHEDULE OF COVERAGES) INCLUDING ANY CONSEQUENTIAL DAMAGE TO A NON-COVERED PART THAT RESULTS FROM A BREAKDOWN CAUSED BY THE FAILURE OF SERVICE, REPAIR, REPLACEMENT OR MAINTENANCE RENDERED UNDER THE SERVICE CONTRACT.**

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

MAINE

Section II. Contract Provisions – F. Cancellation Provisions – Item 2. is deleted and replaced by the following:

2. You may return the **Contract** within twenty (20) days of the date the **Contract** was mailed to You or within ten (10) days of delivery if the **Contract** is delivered to You at the time of sale. Upon return of the **Contract** to Us within the applicable time period, if no claim has been made under the **Contract** prior to its return to Us, the **Contract** is void and We shall refund to You or the leinholder the full purchase price and any sales tax refund required pursuant to state law. The right to void the **Contract** is not transferable and applies only to the You, the original **Contract Holder** and only if no claim has been made prior to its return to Us. A ten (10%) penalty per month will be added to a refund that is not paid or credited to You within forty-five (45) days after You return the **Contract** to Us.

Section II. Contract Provisions – F. Cancellation Provisions – Item 3. is deleted and replaced by the following:

3. After the time period specified in the above paragraph for returning the **Contract** or if a claim has been made under the **Contract** within that time period, You may cancel the **Contract** and We shall refund to You one hundred percent (100%) of the unearned pro-rata **Provider** fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the **Provider** fee paid by You may be charged by Us.

Section II. Contract Provisions – F. Cancellation Provisions – Item 5. is deleted and replaced by the following:

5. We will 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. The notice will state the effective date of the cancellation and the reason for cancellation. If the **Contract** is cancelled by Us for a reason other than non-payment of the **Provider** fee, We shall refund to You one hundred (100%) of the unearned pro-rata **Provider** fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the **Provider** fee paid by You may be charged by Us.

Section II. Contract Provisions – H. Arbitration – This section is amended to include the following:

Any **Agreement**, sold on a **Vehicle** registered in the State of Maine, the arbitration proceeding must be conducted in the State of Maine.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

MARYLAND

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

MASSACHUSETTS

NOTICE:

THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS **COVERAGE** IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS **CONTRACT**.

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used Vehicles with less than 40,000 miles at the time of sale

Provides **Coverage** for 90 days or 3,750 miles, whichever occurs first.

Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale

Provides **Coverage** for 60 days or 2,500 miles, whichever occurs first.

Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale

Provides **Coverage** for 30 days or 1,250 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not terms of the required dealer warranty.

Section II. Contract Provisions – E. Transfer of Contract – This section is amended by the following:

The Transfer Fee of seventy five (\$75) dollars is deleted. The Transfer Fee will not be charged in Massachusetts.

Section II. Contract Provisions – F. Cancellation Provisions – Item 3. is amended by the following:

The Administrative Fee of fifty (\$50) dollars is deleted. An Administrative Fee for cancellation will not be charged in Massachusetts.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 2. is deleted and replaced with the following:.

2. **DAMAGE TO A NON-COVERED PART BY A COVERED PART(S) FAILURE. CONSEQUENTIAL DAMAGE TO A NON-COVERED PART BY A COVERED PART.**

Section VI. Filing A Claim – Paragraph C. – This section is deleted and replaced with the following:

- C. **Provide evidence of Coverage – Provide the Licensed Repair Facility with a copy of Your Contract and/or Your Contract number, if possible.**

MICHIGAN

NOTICE:

If the performance of this **Contract** is interrupted because of a strike or work stoppage at **Our** place of business, the effective period of this **Contract** shall be extended for the period of the strike or work stoppage.

Section II. Contract Provisions – H. Arbitration – This section is amended to include the following:

Judgment upon the arbitration award may be entered in any circuit court having jurisdiction thereof.

MINNESOTA

Section 325F.662 of the Minnesota Statutes requires the issuing dealer to provide **You** with an express warranty of specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to **You** by the issuing dealer. Any loss covered under the issuing dealer's express warranty furnished pursuant to Section 325F.662 is excluded from coverage under this **Contract** during the term of the express warranty unless the issuing dealer becomes unable to meet its obligations provided such loss is otherwise covered by this **Contract**.

Item 6. in the Declarations Section has been deleted and replaced with the following:

6. **Our** obligations under this **Contract** are guaranteed by an insurance policy issued by **American Reliable Insurance Company** 11222 Quail Roost Drive, Miami, FL 33157. If a covered claim is not paid within sixty (60) days after a loss has been filed, **You** may file a claim with American Reliable Insurance Company at the address listed herein or call toll free 1-866-306-6694.

Section II. Contract Provisions – F. Cancellation Provisions – Item 2. is deleted and replaced with the following:

2. **You** may return the **Contract** within twenty (20) days of the date the **Contract** was mailed to **You** or within ten (10) days of delivery if the **Contract** is delivered to **You** at the time of sale. Upon return of the **Contract** to **Us** within the applicable time period, if no claim has been made under the **Contract** prior to its return to **Us**, the **Contract** is void and **We** shall refund to **You** or the leinholder the full purchase price and any sales tax refund required pursuant to state law. The right to void the **Contract** is not transferable and applies only to the **You**, the original **Contract Holder** and only if no claim has been made prior to its return to **Us**. A monthly penalty equal to ten percent (10%) of the **Provider** fee outstanding will be added to the refund that is not paid or credited within forty-five (45) days after the return of the **Contract** to **Us**.

Section II. Contract Provisions – F. Cancellation Provisions – Item 5. is deleted and replaced by the following:

5. **We** will 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**. A five (5) day written notice is required if the reason for cancellation is non-payment 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 will state the effective date of the cancellation and the reason for cancellation.

Section II. Contract Provisions – H. Arbitration – This section is deleted and replaced with the following:

The Arbitration proceeding will take place in the State of Minnesota and the County in which **You** purchased **Your Vehicle** and **Contract** unless the parties agree otherwise. Arbitration is not mandatory for Minnesota residents; however, if **You** and **We** fail to agree on any matter concerning this **Contract** **You** and **We** may agree that the matter be arbitrated. In the event that **You** and **We** agree that the matter be arbitrated, **You** and **We** shall each select an arbitrator and the two arbitrators shall select a third arbitrator. The decision of any two of the three arbitrators is final and will be binding upon **You** and **Us**.

Section II. Contract Provisions – I. Subrogation – This section is amended to include the following:

Our rights do not apply against any person insured under this or any other policy/**Coverage** part **We** issue with respect to the same occurrence/loss if the loss/occurrence arose out of non-intentional acts of such persons.

Section III. Your Responsibilities For Services and Maintenance – This section is amended to include the following:

If **Your Vehicle** is a used vehicle, the **Administrator** will provide **You** with an owner's manual at **Your** request for an additional fee of ten dollars (\$10.00).

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

MISSISSIPPI

Section II. Contract Provisions – H. Arbitration – This section is deleted in its entirety.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

MISSOURI

Section II. Contract Provisions – F. Cancellation Provisions – Item 2. – This section is deleted and replaced with the following:

2. If no claim has been made under this **Contract**, **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale. Upon **Your** return of the **Contract** within the applicable period, this **Contract** will be null and void and **We** will refund to **You**, or credit to **Your** account, the full amount of the purchase price of this **Contract**. The applicable free-look time period and the right to void the **Contract** is not transferable and applies only to **You**, the original **Contract Holder**. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited to **You** within thirty (30) days after **You** return the **Contract** to **Us**.

Section II. Contract Provisions – F. Cancellation Provisions – Item 3. is deleted and replaced with the following:

3. If **You** cancel this **Contract** after the applicable twenty (20) or ten (10) day period has expired, or if a claim has been authorized or paid on **Your** behalf pursuant to the **Contract**, the cancellation refund will be calculated on a pro-rata basis and **You** will receive the lesser of the unused portion of the days or mileage that the **Contract** has been in effect, compared to the term stated on the Registration Page, less a fifty dollar (\$50) administrative processing fee.

Section II. Contract Provisions – F. Cancellation Provisions – Item 5. is deleted and replaced with the following:

5. Notice of such cancellation will be delivered to **You** by certified mail to **Your** last known address as set forth in **Our** records within fifteen (15) days after the cancellation of the **Contract**, unless the reason for **our** cancellation of this **Contract** is non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, in which case we are not required to provide **you** with prior written notice of cancellation of the **Contract**.

Section II. Contract Provisions – F. Cancellation Provisions – Item 7. is amended to include the following:

7. In the case of a repossession or total loss, the lienholder shall have the right to cancel and shall be sole payee on any refund check.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Items 2. and 8. are deleted in their entirety.

MONTANA

Section II. Contract Provisions – F. Cancellation Provisions – Item 5. is deleted and replaced with the following:

We will mail the written notice to **You** at **Your** last known address as contained in **Our** records at least five (5) days prior to the cancellation by **Us**. Such notice will state the effective date and the reason for cancellation.

Prior notice is not required if the reason for cancellation is:

- a. Non-payment of the **Contract**;
- b. A material misrepresentation by **You** to **Us**; or
- c. Substantial breach of duties by **You** relating to the **Vehicle** or its use.

NEBRASKA

Section II. Contract Provisions – F. Cancellation Provisions – Item 4. is amended to include the following:

We will not cancel this **Contract** for misrepresentations unless the misrepresentation is material, made knowingly with intent to deceive, relied and acted upon by **Us**, and actually deceived **Us**.

Section II. Contract Provisions – H. Arbitration – This section is deleted and replaced with the following:

Arbitration is voluntary and that the arbitration applies to existing controversy and it cannot be applied to disputes that arise in the future.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

NEVADA

Section II. Contract Provisions – F. Cancellation Provisions – Item 2. is deleted and replaced with the following:

2. If no claim has been made under the **Contract**, **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale. In such case, the **Contract** will be null and void and **We** will refund **You** the full amount of the purchase price of the **Contract**. This right to void the **Contract** is not transferable and applies only to the original **Contract Holder**. If a refund is not paid by **Us** within forty-five (45) days after **You** return the **Contract** to **Us**, **We** shall pay **You** a penalty of ten percent (10%) of the purchase prices for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid.

Section II. Contract Provisions – F. Cancellation Provisions – Item 4. is deleted and replaced with the following:

4. After this **Contract** has been in effect for seventy (70) days, **We** will not cancel this **Contract** before the expiration of the term of this **Contract** or one (1) year after the effective date of this **Contract**, whichever occurs first, except for the following reasons:
 - a. Failure by **You** to pay an amount when due;
 - b. **Your** conviction for a crime which results in an increase in the service required under this **Contract**;
 - c. Discovery of fraud or material misrepresentation by **You** in obtaining this **Contract** or in presenting a claim under this **Contract**;
 - d. Discovery of:
 1. An act or omission by **You**; or
 2. A violation by **You** of any condition of this **Contract**, which occurred after the effective date of this **Contract** and which substantially and materially increases the service required under this **Contract**; or
 - e. A material change in the nature or extent of the required service or repair which occurs after the effective date of this **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Contract** was issued or sold.

Section II. Contract Provisions – H. Arbitration – This section is deleted in its entirety.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

NEW HAMPSHIRE

In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301. Phone (800) 852-3416.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

NEW MEXICO

Section I. Definitions – The following definitions have been deleted and replaced with the following:

- **We, Us, Our** – means the **Service Contract Provider** ('**Provider**') and is defined as: Autoguard Advantage Corporation., 400 Metro Place N., Suite 300, Dublin, Ohio 43017, telephone number (877) 356-1500, who is obligated to provide services and pay claims under this **Contract**.
- **Administrator** – means the company that provides administrative services for this **Vehicle Service Contract**. Dimension Service Corporation., 400 Metro Place N., Suite 300, Dublin, Ohio 43017, telephone number (877) 356-1500.

Section II. Contract Provisions – C. Cancellation Provisions – Item 2. – is deleted and replaced with the following:

2. If no claim has been made under this **Service Contract** **You** may return this **Service Contract** within twenty (20) days of the date the **Service Contract** was mailed to **You**, or within ten (10) days of delivery if the **Service Contract** was delivered to **You** at the time of sale, whichever is less. In such a case, this **Service Contract** will be null and void and **We** will refund **You** the full amount of the purchase price of this **Service Contract**. This right to void the **Service Contract** is not transferable and applies only to the original **Contract Holder**. If a refund is not paid by **Us** within sixty (60) days after **Your** return of the **Service Contract** to **Us**, a ten percent (10%) penalty will be added for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid.

Section II. Contract Provisions – F. Cancellation Provisions – Item 3. – is amended to include the following:

The fifty dollar (\$50) administrative fee for cancellation does not apply in New Mexico.

Section II. Contract Provisions – F. Cancellation Provisions – Item 4. – is deleted and replaced with the following:

If **Your Service Contract** has been in effect for at least seventy (70) days, **We** may not cancel it prior to the expiration date, or one (1) year after the effective date of the **Service Contract**, whichever comes first, unless:

- a. **You** fail to pay an amount when due;
- b. **You** are convicted of a crime that results in an increase in the service required under the **Service Contract**;
- c. **We** discover that fraud was committed, or there was a material misrepresentation by **You** in obtaining the **Service Contract**, or in presenting a claim for payment; or
- d. **We** discover an act or omission by **You** or a violation by **You** of any condition of the **Service Contract** that occurred after the effective date of the **Service Contract** that substantially and materially increased the service required under the **Service Contract**.

Section II. Contract Provisions – F. Cancellation Provisions – Item 5. is deleted and replaced with the following:

If **We** cancel this **Service Contract** for any reason, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to cancellation. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

Section V. What Is Not Covered By This Contract – C. Non-Covered Conditions - This section is amended to include the following:

22. FOR ANY DAMAGE OR DEFECT EXISTING ON THE DATE THE CONTRACT WAS PURCHASED.

NEW YORK

Section I. Definitions – The following definitions have been deleted and replaced with the following:

- **We, Us, Our** – means the **Service Contract Provider** ('Provider') and is defined as: Autoguard Advantage Corporation., 400 Metro Place N., Suite 300, Dublin, Ohio 43017, telephone number (877) 356-1500, who is obligated to provide services and pay claims under this **Contract**.
- **Administrator** – means the company that provides administrative services for this **Vehicle Service Contract**. Dimension Service Corporation., 400 Metro Place N., Suite 300, Dublin, Ohio 43017, telephone number (877) 356-1500.

SECTION II. Contract Provisions – F. Cancellation Provisions – Item 2. – is deleted and replaced with the following:

2. If no claim has been made under this **Contract**, **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale, whichever is less. In such a case, this **Contract** will be null and void and **We** will refund **You** the full amount of the purchase price of this **Contract**. This right to void the **Contract** is not transferable and applies only to the original **Contract Holder**. A ten percent (10%) penalty per month will be added to a refund that is not paid by **Us** within thirty (30) days after **Your** return of the **Contract** to **Us**.

Section II. Contract Provisions – F. Cancellation Provisions – Item 5. – is deleted and replaced with the following:

5. If **We** cancel this **Contract** for any reason, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. Cancellation will be effective as of the date of termination as stated in the notice of cancellation. Written notice is not required, however, if:
 - a. **You** fail to pay for the **Contract**;
 - b. **We** discover that fraud was committed or there was a material misrepresentation by **You** in obtaining the **Contract**, or in presenting a claim for payment; or
 - c. **We** discover a substantial breach by **You** of **Your** duties under the **Contract** relating to the **Vehicle** or its use.

Section V. What Is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

NORTH CAROLINA

Section II. Contract Provisions – F. Cancellation Provisions – Item 2. is deleted and replaced as follows:

2. **You** may cancel this **Contract** at any time by forwarding **You** written request directly to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Contract** is cancelled by **You** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** purchase price, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) the refund amount, whichever is less.

Section II. Contract Provisions – F. Cancellation Provisions – Item 3. is deleted and replaced as follows:

3. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, authorized or paid, **We** will refund the unearned **Contract** purchase price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the **Contract** was in force prior to cancellation of the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the refund amount, whichever is less.

OKLAHOMA

Disclosure Statement:

This is not an Insurance Contract. The coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association.

This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Contract** will not be honored by such manufacturer or wholesale company. Oklahoma does not review commercial service contract language (only personal).

Section V. What Is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

OREGON

Section II. Contract Provisions – H. Arbitration – This section is deleted in its entirety.

Section V. What Is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used Vehicles with 36,000 miles or less at the time of sale

Provides **Coverage** for 60 days or 3,000 miles, whichever occurs first.

Used Vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale

Provides **Coverage** for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

SOUTH CAROLINA

Please direct any questions or complaints You may have relating to this Contract to Us. You may, at any time, during Your discussion with Us, contact the South Carolina Department of Insurance directly at 1-800-768-3467 for assistance or by mail at P.O. Box 100105, Columbia, SC 29202-3105.

Section II. Contract Provisions – F. Cancellation Provisions – Item 2. – is deleted and replaced with the following:

2. If no claim has been made under this **Contract**, **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale. Upon **Your** return of the **Contract** within the applicable time period, this **Contract** will be null and void and **We** will refund to **You** the full amount of the purchase price of this **Contract**. This right to void the **Contract** is not transferable and applies only to **You**, the original **Contract Holder**, if no claim has been made prior to its return to **Us**. A ten percent (10%) penalty per month will be added to a refund that is not paid within the forty-sixth (46th) day after the date of return of the **Contract** to **Us**.

Section II. Contract Provisions – F. Cancellation Provisions – Item 5. – is deleted and replaced with the following:

5. Notice of such cancellation will be delivered to **You** by certified mail to **Your** last known address as set forth in **Our** records at least fifteen (15) days prior to **Our** cancellation of the **Contract**, unless the reason for **Our** cancellation of this **Contract** is non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, in which case **We** are not required to provide **You** with prior written notice of cancellation of the **Contract**. The notice will state the effective date of the cancellation and the reason for cancellation.

TEXAS

Section I. Definitions – The following definitions have been deleted and replaced with the following:

- **We, Us, Our** – means the **Service Contract Provider** ('**Provider**') and is defined as: Autoguard Advantage Corporation., 400 Metro Place N., Suite 300, Dublin, Ohio 43017, telephone number (877) 356-1500, who is obligated to provide services and pay claims under this **Contract**.
- **Administrator** – means the company that provides administrative services for this **Vehicle Service Contract**. Dimension Service Corporation., 400 Metro Place N., Suite 300, Dublin, Ohio 43017, telephone number (877) 356-1500.

Section II. Contract Provisions – F. Cancellation Provisions – Item 2. – is deleted and replaced with the following:

2. If no claim has been made under this **Contract**, **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale, whichever is less. In such a case, this **Contract** will be null and void and **We** will refund **You** the full amount of the purchase price of this **Contract**. This right to void the **Contract** is not transferable and applies only to the original **Contract Holder**.

Section II. Contract Provisions – F. Cancellation Provisions – Item 3. – is deleted and replaced with the following:

3. If **You** cancel this **Contract** otherwise, **You** will be provided a pro-rata refund less reasonable handling costs, any claims that may have been paid, and an administrative fee of twenty-five dollars (\$25). A ten percent (10%) penalty per month will be added to a refund that is not paid within the forty-sixth (46th) day after the date of return of the **Contract** to **Us**.

Section II. Contract Provisions – F. Cancellation Provisions – Item 5. – is deleted and replaced with the following:

5. If **We** cancel this **Contract** for any reason other than non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files before the fifth (5th) day preceding cancellation.

Section II. Contract Provisions – F. Cancellation Provisions – Item 8. – is deleted and replaced with the following:

8. If **You** or **We** have cancelled this **Contract** and **You** have not received a refund from **Us**, **You** may apply for a reimbursement directly with this insurance company if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the **Contract** is returned to **Us**, under Section 1304.158. The name and address of the insurance company is: American Bankers Insurance Company of Florida, 11222 Quail Roost Dr., Miami, FL 33157, (866) 306-6694.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

UTAH

NOTE:

Coverage afforded under this **Contract** is not guaranteed by the Property and Casualty Guarantee Association.

You may pay for this **Contract** in full at the time of the **Contract** purchase, or **You** may be able to include your **Contract** purchase price with the financing of **Your Vehicle**.

This **Contract** is subject to the limited regulation of the Utah Department of Insurance and **You** may file complaints regarding **Your Contract** to the Utah Department of Insurance with offices located at State Office Building, Room 3110, Salt Lake City, UT 84114.

Section II. Contract Provisions – F. Cancellation Provisions – Item 4. – is deleted and replaced with the following:

4. If **Your Contract** has been in effect for at least sixty (60) days, **We** may not cancel it prior to the expiration date, or one year after the effective date of the **Contract**, whichever comes first, unless:
 - a. Non-payment of the premium when due;
 - b. Material misrepresentation;
 - c. Substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the **Contract**; or
 - d. Substantial breaches of contractual duties, conditions, or warranties.

For reasons other than non-payment of the **Contract** price, **We** may cancel this **Contract** by mailing written notice to **You** at **Your** last known address at least thirty (30) days prior to the effective date of cancellation. **We** will include the effective date of the cancellation and the reason for the cancellation in the notice. For non-payment of the **Contract** price, **We** may cancel this **Contract** by mailing to **You** at **Your** last known address at least ten (10) days prior to the effective date of cancellation. **We** will include the effective date of cancellation and the reason for the cancellation notice.

Section II. Contract Provisions – F. Cancellation Provisions – Item 5. – is deleted and replaced with the following:

5. If **We** cancel this **Contract**, within the first sixty (60) days notice of such cancellation will be delivered to you via registered mail, at **Your** last known address according to **Our** files at least ten (10) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required.

Section II. Contract Provisions – H. Arbitration – This section is deleted and replaced with the following:

H. Arbitration

Per the Utah Administrative Code R590-122(5) ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO 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.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.

VIRGINIA

Section I. Definitions – The following definitions have been deleted and replaced with the following:

- **We, Us, Our** – means the **Service Contract Provider** ('**Provider**') and is defined as: Autoguard Advantage Corporation., 400 Metro Place N., Suite 300, Dublin, Ohio 43017, telephone number (877) 356-1500, who is obligated to provide services and pay claims under this **Contract**.
- **Administrator** – means the company that provides administrative services for this **Vehicle Service Contract**. Dimension Service Corporation., 400 Metro Place N., Suite 300, Dublin, Ohio 43017, telephone number (877) 356-1500.

WASHINGTON

NOTICE: **You** have a duty to protect **Your Vehicle** from further damage in the event of a **Mechanical Breakdown** or failure.

NOTICE: The State of Washington is the jurisdiction of any civil action in connection with this **Contract**.

NOTICE: The commissioner is the **Provider's** attorney to receive service of legal process in any action, suit, or proceeding in any court.

Please read the followings statements and acknowledge that **You** have read and understood them by placing **Your** initials adjacent to the provisions:

- ___ (a) In order to maintain **Your** coverage under this **Contract**, **You** must maintain the **Vehicle** consistent with the schedule and record keeping requirements set forth in the provisions under "**III. Your Responsibilities For Service and Maintenance**".
- ___ (b) In order to receive reimbursement for any claim under this **Contract**, **You** must (1) follow the procedures set forth under "**VI. Filing a Claim**" and (2) comply with **Your** obligations set forth under "**III. Your Responsibilities For Service and Maintenance**".
- ___ (c) Under the terms of this **Contract**, **You** have a duty to protect against further damage as indicated under "**III. Your Responsibilities For Service and Maintenance**".
- ___ (d) **Your** eligibility for repairs to **Your Vehicle**, including replacement of components or parts or reimbursement depends on the coverage **You** have elected on the first page of this **Contract**. The specific terms of, including detailed information regarding the work, services

and parts covered thereunder, for the coverage(s) **You** elect on the first page of this **Contract** are set forth under **"IV. What Is Covered By This Contract"**.

- ___ (e) The length of coverage that **You** have selected is on the first page of this **Contract**. The specific terms, including detailed information regarding the length of coverage is set forth under **"II. Contract Provision – A. Coverage Period"**.
- ___ (f) The implied warranty of merchantability for the **Vehicle**, if any, is not waived if this **Contract** has been purchased from **Autoguard Advantage Corporation** or the seller identified on the first page of this **Contract** and such seller also sold the **Vehicle** covered by this **Contract** and this **Contract** has been purchased within ninety (90) days of the purchase date of the **Vehicle**.
- ___ (g) The terms and conditions of **Your** rights under this **Contract** are set forth in the provisions under **"IV. What Is Covered By This Contract"** that correspond with the coverage selected on the first page of this **Contract**. Such **Coverage** is subject to the exclusions set forth under **"V. What Is Not Covered By This Contract"** in this **Contract**.
- ___ (h) **Your** right to cancel this **Contract** and return it for a refund are set forth under **"II. Contract Provisions – F. Cancellation Provisions"**.

As set forth in the provisions following the heading **"V. What Is Not Covered By This Contract"**, this **Contract** does not provide coverage for pre-existing conditions or consequential damages.

Item 6. in the Declarations Section has been amended to include the following:

6. The Policy No. which has been issued to the **Provider** is SFN-514-WA-2.

Section I. Definitions – The following definitions have been deleted and replaced with the following:

- **We, Us, Our** – means the **Service Contract Provider** ('**Provider**') and is defined as: Autoguard Advantage Corporation., 400 Metro Place N., Suite 300, Dublin, Ohio 43017, telephone number (877) 356-1500, who is obligated to provide services and pay claims under this **Contract**.
- **Administrator** – means the company that provides administrative services for this **Vehicle Service Contract**. Dimension Service Corporation., 400 Metro Place N., Suite 300, Dublin, Ohio 43017, telephone number (877) 356-1500.

Section II. CONTRACT PROVISIONS – F. Cancellation Provisions – This section is deleted in its entirety and replaced with the following:

If this **Contract** is cancelled by **You** within the first nine (9) days or less from the effective date, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled by **You** within ten (10) to thirty (30) days from the effective date, **We** will refund the full **Contract** charge paid, less a cancellation fee of twenty-five dollars (\$25.00). If this **Contract** is cancelled by **You** after thirty (30) days from the effective date, **We** will refund the **Contract** charge paid on a pro-rata basis and issued a pro-rata refund based upon with elapsed time or mileage computed from the date the **Contract** was purchased, less a cancellation fee of twenty- five dollars (\$25.00). If any refund payment is not issued with thirty (30) days from the date **You** returned this **Contract** to the **Administrator** in connection with its cancellation, then the **Administrator** shall increase the refund amount by ten (10%) percent. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Notwithstanding anything in this section to the contrary, the **Provider** may not cancel the **Contract** after the first sixty (60) days and will be fully obligated under this **Contract** unless otherwise terminated by **You** in accordance with this **Contract**.

Section II. Contract Provisions – H. Arbitration – This section is deleted in its entirety and replaced by the following:

If **You** or **We** fail to agree on any matter concerning this **Contract**, an arbitration proceeding may be initiated by either **You** or **Us**. To initiate an arbitration proceeding, the demanding party must notify

the other party, in writing, that it wishes to arbitrate a dispute. This **Contract** evidences a transaction involving interstate commerce. The parties acknowledge and agree that the Uniform Arbitration Act shall govern any arbitration under this **Contract**. Arbitration proceedings shall be conducted in the county in the state of Washington at a location in close proximity to **Your** permanent residence and will be conducted in accordance with the rules of the **American Arbitration Association** (1-800-778-7879), 355 Madison Ave., Floor 10, New York, New York 10017-4605 (www.adr.org). A copy of the rules may be obtained by visiting the web site indicated or by contacting the organization directly. The rules in effect at the time the request for arbitration is made will govern. Once one of the parties has demanded arbitration, binding arbitration is the exclusive method for resolving any and all claims between the parties. The decision of the arbitrator(s) shall be final and binding, except for any right of appeal provided by the Uniform Arbitration Act and the American Arbitration Association rules that govern the original arbitration proceedings. The cost of any appeal shall be borne by the appealing party.

Section II. Contract Provisions – I. Subrogation – This section is deleted in its entirety and replaced by the following:

In the event that **Coverage** is provided under this **Contract**, **We** shall be subrogated to all the rights **You** may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and **You** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. **You** shall do nothing to prejudice those rights. Further, all amounts recovered by **You** for which **You** have received benefits under this **Contract** shall belong to, and be paid to **Us**, up to the amount of benefits paid under this **Contract**, after **You** have been made financially whole according to Washington law.

WISCONSIN

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

Section II. Contract Provisions – F. Cancellation Provisions – Item 4. – is deleted and replaced with the following:

- 4. We** may cancel this **Contract** at any time for the following reasons:
 - a. Non-payment of the **Provider** fee;
 - b. Material misrepresentation by **You** to the **Provider** or the **Administrator**; or
 - c. Substantial breach of duties by **You** relating to the covered product or its use.

If the **Contract** is cancelled by **Us** for a reason other than for non-payment of the **Provider** fee, **We** shall refund **You** one hundred (100%) percent of the unearned pro-rata **Provider** fee. **We** will charge a reasonable administrative fee for cancellation, which will not exceed ten (10%) percent of the **Provider** fee.

Section II. Contract Provisions – F. Cancellation Provisions – Item 5. – is deleted and replaced with the following:

- 5. 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. The notice will state the effective date of the cancellation and the reason for cancellation.

Section II. Contract Provisions – H. Arbitration – This section is amended to include the following:

Mandatory arbitration is not allowable in the State of Wisconsin. The Arbitration proceeding must be agreed by both parties. Section 631.20 Wis. Stat. and Borst vs. Allstate Insurance Company, 291 Wis.2d 361.

Section II. Contract Provisions – I. Subrogation – This section is amended to include the following:

In the State of Wisconsin in situations involving subrogation, the **Contract Holder** must be made whole before **We** can retain amounts recovered. Pursuant to Wisconsin Supreme Court decision, *Rimes V. State Farm Mutual Insurance Company*, 106. 2d 263.

Section VI. Filing A Claim – This section is amended to include the following:

Prior to any repair being made, instruct the service manager at the **Licensed Repair Facility** to contact the **Administrator** to obtain an authorization for the claim. Failure to obtain authorization prior to having repairs made may jeopardize **Coverage** under this **Contract**.

In the event of emergency repairs, and **You** are unable to obtain prior authorization, the burden is on **You** to retain replaced parts and prove that authorization could not be obtained and that the repair is covered under this **Contract**. For such emergency repairs, **Your** claim will not be denied solely for lack of prior authorization. The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must receive prior approval.

Once authorization is obtained, and the repair is completed, all repair invoices and documentation must be submitted to the **Administrator** as soon as reasonably possible.

WYOMING

Section II. Contract Provisions – F. Cancellation Provisions – Item 2. – is deleted and replaced with the following:

2. If no claim has been made under this **Contract**, **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale, whichever is less. In such a case, this **Contract** will be null and void and **We** will refund **You** the full amount of the purchase price of this **Contract**. This right to void the **Contract** is not transferable and applies only to the original **Contract Holder**. If **You** cancel this **Contract** otherwise, **You** will be provided a pro-rata refund, less any claims that may have been paid, and an administrative fee of twenty-five dollars (\$25). A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days after return of the **Contract** to **Us**.

Section II. Contract Provisions – F. Cancellation Provisions – Item 5. – is amended to include the following:

5. If **We** cancel this **Contract** for any reason other than non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files ten (10) days prior to cancellation.

Section II. Contract Provisions – H. Arbitration – This section is deleted in its entirety and replaced with the following:

Any controversy or claim arising out of or relating to this **Contract**, or the breach thereof, shall be settled by voluntary and nonbinding arbitration unless binding arbitration is agreed to in a separate written agreement at the time of any dispute.

Section V. What is Not Covered By This Contract – C. Non-Covered Conditions – Item 8. is deleted in its entirety.