

Agreement #

**VEHICLE**

Year, Make, Model, VIN

Current Mileage

Vehicle Code

**CUSTOMER**

Name

Address, City, State, ZIP

Phone Cell

Home

Email

**PRODUCER**

Name

Producer Number

Address, City, State, ZIP

Phone

Producer Representative

**MONTHLY VEHICLE SERVICE AGREEMENT INFORMATION**

Coverage Plan

Purchase Date

Deductible

Service Agreement Term

Monthly Payment

**Your Monthly Payment is due on the \_\_\_\_\_ of each month.**

Provided the Monthly Payment is received within 15 days of the due date of each month, this Monthly Vehicle Service Agreement will continue for the original Customer and Vehicle shown above up to a maximum of 36 months from the Purchase Date, unless canceled in writing by You or Us.

**Notice to Customer:**

- The purchase of this Monthly Vehicle Service Agreement is not required to obtain financing or to purchase or lease this Vehicle.
- You are required to obtain authorization prior to beginning any repairs covered by this Monthly Vehicle Service Agreement. Refer to section VI. What To Do If Repairs Are Needed and section VII. Your Responsibilities for instructions.
- You must follow the maintenance procedures listed in section VII. Your Responsibilities. If Your failure to follow the procedures causes a Breakdown, You may be denied coverage.
- The benefits provided under automotive retailer Warranties required by state law are not covered by this Monthly Vehicle Service Agreement.
- This Monthly Vehicle Service Agreement runs concurrent with, and is secondary to, any applicable manufacturer's Warranty.
- If the manufacturer's Warranty is void at the Purchase Date or becomes void during the Service Agreement Term, We will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's Warranty, until the full term of the manufacturer's Warranty elapses. However, We will continue to provide any other coverage under this Monthly Vehicle Service Agreement, unless such coverage is otherwise excluded by the terms of this Monthly Vehicle Service Agreement.

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

\_\_\_\_\_  
 Signed By

<p><b>Provider and Administrator</b></p> <ul style="list-style-type: none"> <li>• <b>In FL &amp; OK:</b> Automotive Warranty Services of Florida, Inc., FL License # 60023 &amp; OK License #44198051</li> <li>• <b>In NH:</b> Consumer Program Administrators, Inc. dba Consumer Warranty Program Administrators</li> <li>• <b>In TX:</b> Consumer Program Administrators, Inc. dba The Administrators of Consumer Programs, Texas License #175</li> <li>• <b>All Other States:</b> Consumer Program Administrators, Inc.</li> </ul> <p>All located at 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-752-6265</p>	<p><b>For Emergency Roadside Assistance:</b>                  Toll-free 1-866-603-5420</p> <p><b>To File a Claim:</b>                  Visit us at <a href="http://www.mrclaims.net">www.mrclaims.net</a> or                  Toll free 1-800-752-6265</p>
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# MONTHLY VEHICLE SERVICE AGREEMENT

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

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## I. KEY TERMS

When used, Key Terms will appear in bold print and initial upper case.

**"Provider", "We", "Us", "Our" and "Administrator"** mean Consumer Program Administrators, Inc., except in the states of Florida and Oklahoma where **Provider, We, Us, Our** and **Administrator** mean Automotive Warranty Services of Florida, Inc., Florida License #60023, Oklahoma License #44198051; in the state of New Hampshire where **Provider, We, Us, Our** and **Administrator** mean Consumer Program Administrators, Inc. dba Consumer Warranty Program Administrators and in the state of Texas where **Provider, We, Us, Our** and **Administrator** mean Consumer Program Administrators, Inc. dba The Administrators of Consumer Programs, Texas License #175, all located at 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-752-6265.

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

**"Cost"** means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications. **We may use replacement parts used in covered repairs that may include new, remanufactured, used or non-original equipment manufactured parts.**

**"Deductible"** means the amount **You** must pay for covered repairs per visit shown on the Information Schedule.

**"Key(s)"** means up to two properly functioning master **Keys** (including FOB and/or remote, if applicable) provided at the time of **Your Vehicle's** original delivery or any **Key** replaced during the Service Agreement Term.

**"Monthly Payment"** means the amount shown on the Information Schedule that **You** will be charged on the date shown in the schedule each month. **You** will be charged on the same day of the month as the Service Agreement **Purchase Date**. If **Your Monthly Payment** is paid in full within 15 days of the due date, coverage will continue.

**"Permitted Commercial Purposes"** means **Your Vehicle** is used for commercial purposes including but not limited to: vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening) or light duty contracting (e.g. electrician, carpenter and plumber).

**"Producer"** means the producer from whom **You** purchased this Service Agreement shown on the Information Schedule.

**"Prohibited Commercial Purposes"** means **Your Vehicle** is used for commercial purposes including but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, carry passengers for hire (taxi, limousine or shuttle services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use or business travel when the **Vehicle** is used by more than one driver.

**"Purchase Date"** means the date **You** purchased this Service Agreement shown on the Information Schedule (the first **Purchase Date**) and will mean the same date each month thereafter upon receipt of the **Monthly Payment** (any **Purchase Date**).

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

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

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

**"Worn"** means a condition in which a component is either unsafe or unable to be operated during normal usage. A worn condition may occur through gradual reduction in operating performance caused by wear and tear.

**"You"** and **"Your"** mean the Customer shown on the Information Schedule.

## II. WHAT THIS SERVICE AGREEMENT COVERS

During the Service Agreement Term, **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** to remedy any covered **Breakdown** of the following parts less **Your Deductible**.

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

### PLATINUM PLUS COVERAGE

We will remedy any **Breakdown** of **Your Vehicle** except items listed under the Sections **IV. Maintenance & Parts This Service Agreement Does Not Cover** and **V. Service Agreement Limitations**.

#### Additional Coverage:

In addition to the above, parts listed below are covered should they become **Worn** during the Service Agreement Term. Parts not listed are not covered. No **Deductible** applies for the parts listed below, regardless of where repairs are performed. The parts below that are limited to one replacement can only be replaced once during the time period of 36 months from the first **Purchase Date** of this Service Agreement.

- **Brake Pad** – One replacement of a set of front and/or rear brake pads. Brake rotors will be replaced in conjunction with the replacement of brake pads if the thickness of the brake rotor is less than the manufacturer's minimum specification.
- **Battery** – One replacement of a battery or the difference between the manufacturer's prorated reimbursement and the total cost of the battery (does not include any Lithium-ion or hybrid batteries)
- **Headlamp Bulbs** – Unlimited replacement of the headlamp bulbs. Impact damage is not covered.
- **Belts and Hoses** – Replacement of engine belts and hoses including: vacuum pump belt, serpentine belt, power steering belt, alternator belt, supercharger belt, AIR pump belt, air conditioner belt, water pump belt, heater hose, bypass hose, throttle body hose, upper and lower radiator hoses, air conditioning hose, power steering pressure and return hose, air hose, washer hoses, vacuum hoses, and fuel hoses.
- **Windshield Wiper Blade** – One replacement of a set of front and/or rear windshield wiper blades and/or inserts.
- **Electrical** – Unlimited coverage of fuses, interior and exterior light bulbs including but not limited to: turn signal bulbs, engine compartment lights, running lights, fog lights, stop lights, backup lights, license plate lights, parking lights, trunk light, dome light, courtesy light, visor light, map light, and glove box light. Impact damage is not covered.
- **Wheel Alignment** – One wheel alignment.

## III. ADDITIONAL BENEFITS

During the Service Agreement Term, **You** are eligible for the benefits shown below.

### A. Emergency Roadside Assistance

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

The following are covered emergencies under Emergency Roadside Assistance:

- **Towing Assistance** – when **Your Vehicle** is inoperable or unsafe to drive, **Your Vehicle** will be towed to the closest **Repair Facility** or to any other location requested by **You**.
- **Flat Tire Assistance** – service consists of (a) the removal of the flat tire and (b) replacing the flat tire with **Your** spare tire located with **Your Vehicle**.
- **Fuel, Oil, Fluid and Water Delivery Service** – an emergency supply of fuel, oil, fluid and water will be delivered if **Your Vehicle** is in immediate need. **You** will be responsible for the cost of these supplies.
- **Lock-out Assistance** – if **Your** keys are locked inside **Your Vehicle**, assistance will be provided in gaining entry into **Your Vehicle**.
- **Battery Assistance** – if battery failure occurs, a jump-start will be provided to start **Your Vehicle**.

#### FOR EMERGENCY ROADSIDE ASSISTANCE

CALL TOLL FREE: 1-866-603-5420

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

1. FOR EMERGENCIES RESULTING FROM THE USE OF INTOXICANTS OR NARCOTICS, OR THE USE OF YOUR VEHICLE IN THE COMMISSION OF A FELONY.
2. FOR COST OF PARTS, REPLACEMENT KEYS, FLUIDS, LUBRICANTS, FUEL, MATERIALS, ADDITIONAL LABOR RELATED TO TOWING OR COST OF INSTALLATION OF PRODUCTS.
3. FOR NON-EMERGENCY TOWING OR OTHER NON-EMERGENCY SERVICE.
4. FOR MOUNTING OR REMOVING OF SNOW TIRES OR CHAINS; WINCHING; EXTRICATION; TIRE REPAIR.
5. FOR SHOVELING SNOW AROUND YOUR VEHICLE.
6. FOR CAMPING TRAILERS, TRAVEL TRAILERS, RECREATIONAL VEHICLES (INCLUDING SELF-MOTORIZED RVS) OR ANY VEHICLES IN TOW.
7. FOR ANY AND ALL TAXES, TOLLS AND/OR FINES.
8. FOR TOWING FROM OR REPAIR WORK PERFORMED AT A SERVICE STATION, GARAGE OR REPAIR SHOP.
9. FOR TOWING BY OTHER THAN A LICENSED SERVICE STATION OR GARAGE.
10. FOR A SECOND TOW FOR THE SAME DISABLEMENT.
11. FOR MORE THAN ONE DISABLEMENT FOR THE SAME SERVICE TYPE DURING ANY SEVEN DAY PERIOD.
12. FOR SERVICE ON A VEHICLE THAT IS NOT IN A SAFE CONDITION TO BE TOWED OR SERVICED, OR THAT MAY RESULT IN DAMAGE TO YOUR VEHICLE IF TOWED OR SERVICED.
13. FOR TOWING OR SERVICE ON ROADS NOT REGULARLY MAINTAINED, SUCH AS SAND BEACHES, OPEN FIELDS, FORESTS AND AREAS DESIGNATED AS NOT PASSABLE DUE TO CONSTRUCTION.

14. FOR TOWING AT THE DIRECTION OF A LAW ENFORCEMENT OFFICER RELATING TO TRAFFIC OBSTRUCTION, IMPOUNDMENT, ABANDONMENT, ILLEGAL PARKING OR OTHER VIOLATIONS OF LAW.
15. FOR REPEATED SERVICE CALLS FOR A VEHICLE IN NEED OF ROUTINE MAINTENANCE OR REPAIR.
16. FOR SERVICE SECURED THROUGH ANY SOURCE OTHER THAN US WITHOUT OUR PRIOR AUTHORIZATION. THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

#### **B. Rental Reimbursement**

We will pay your actual expenses to rent a replacement vehicle from a licensed rental agency if **Your Vehicle** is held by a **Repair Facility** for a covered repair. Rental reimbursement shall not exceed \$35 per day for a maximum of five days for any one **Breakdown**. If a covered repair cannot be completed within the first five days of a rental period due to a parts delay or other reasonable cause, the five-day maximum is extended to ten days. Rental Reimbursement is available beginning on the first day of the covered repair.

**FOR RENTAL REIMBURSEMENT  
CALL TOLL FREE: 1-800-752-6265**

#### **C. Emergency Travel Expense Reimbursement**

When a covered **Breakdown** renders **Your Vehicle** inoperable or unsafe to drive and requires **Your Vehicle** to be held overnight by a **Repair Facility** for covered repairs while traveling 100 miles or more from **Your** home, **We** will pay for emergency local commercial lodging, meals and transportation expenses up to \$200 per day for a maximum of five days.

**FOR EMERGENCY TRAVEL EXPENSE REIMBURSEMENT  
CALL TOLL FREE: 1-800-752-6265**

**EMERGENCY TRAVEL EXPENSE REIMBURSEMENT IS NOT AVAILABLE IF YOU RESIDE IN THE STATE(S) OF:  
NEW YORK**

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

1. FOR ADDITIONAL COMMERCIAL LODGING ENTERTAINMENT EXPENSES.
2. FOR ANY BREAKDOWN THAT OCCURS LESS THAN 100 MILES FROM YOUR HOME.

#### **D. Manufacturer's Deductible Reimbursement**

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

**FOR MANUFACTURER'S DEDUCTIBLE REIMBURSEMENT  
CALL TOLL FREE: 1-800-752-6265**

#### **E. Key Replacement**

If **Your Vehicle's Key** is lost, stolen or damaged and will not work, **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** to repair or if non-repairable, the **Cost** to replace **Your Key** including any programming (if applicable) up to \$800 per occurrence. No **Deductible** applies to this benefit.

**FOR KEY REPLACEMENT COVERAGE, CALL TOLL FREE: 1-800-752-6265**

**KEY REPLACEMENT COVERAGE IS NOT AVAILABLE IF YOU RESIDE IN THE STATE(S) OF:  
CONNECTICUT, MASSACHUSETTS, MONTANA, PENNSYLVANIA, SOUTH DAKOTA, VERMONT, WYOMING**

**WE WILL NOT PAY FOR OR COVER THE FOLLOWING UNDER KEY REPLACEMENT:**

1. FOR DAMAGE OR INJURY TO PERSON OR PROPERTY; OTHER THAN TO REPAIR OR REPLACE THE COVERED KEY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT.
2. FOR ANY CHARGE ASSESSED BY THE SELLING DEALER FOR MISSING KEY(S) ON THE END-OF-LEASE INSPECTION REPORT OR ANY CLAIM FILED AFTER THE FINAL LEASE INSPECTION.
3. FOR ANY DAMAGE TO OR NON-FUNCTIONING OF KEY(S) CAUSED BY WEAR AND TEAR (E.G., BATTERY FAILURE/LOSS OF CHARGE, COSMETIC DAMAGE).
4. FOR ANY REPLACEMENT OF KEY(S) WHEN AT LEAST TWO SETS OF KEY(S) WERE NOT DELIVERED AT THE TIME OF THE PURCHASE OF YOUR VEHICLE.
5. FOR ANY VALET KEYS OR AFTERMARKET DEVICES (SUCH AS REMOTE START).

#### **F. Paintless Dent Repair**

Paintless Dent Repair (PDR) is a process developed by automobile manufacturing production teams that use specialized hand tools to permanently remove dings and minor dents without affecting the existing paint finish but does not include services that involve the replacement of vehicle body panels or sanding, bonding or repainting. During the Service Agreement Term, **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** incurred to repair covered dents and dings on exterior body of **Your Vehicle** that are accessible and are repairable through existing PDR techniques. This benefit is limited to vehicles with steel or aluminum body panels. No **Deductible** applies to this coverage.

**FOR PAINTLESS DENT REPAIR COVERAGE, CALL TOLL FREE: 1-800-752-6265**

**PAINTLESS DENT REPAIR COVERAGE IS NOT AVAILABLE IF YOU RESIDE IN THE STATE OF:  
CONNECTICUT**

**WE WILL NOT PAY FOR OR COVER THE FOLLOWING UNDER PAINTLESS DENT REPAIR:**

1. FOR DAMAGE OR INJURY TO PERSON OR PROPERTY; OTHER THAN TO REPAIR THE COVERED PANEL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT.
2. FOR COSMETIC DAMAGE (INCLUDING BUT NOT LIMITED TO SCRATCHES, NICKS, DISCOLORATION AND DETERIORATION) TO YOUR VEHICLE'S PAINT.
3. FOR DENTS THAT HAVE BEEN PREVIOUSLY REPAIRED USING METHODS OF BODY FILLERS AND REPAINTING.
4. FOR LARGE OR DEEP DENTS OR DINGS IN EXCESS OF 4 INCHES IN LENGTH/DIAMETER.
5. FOR DENTS THAT ARE INACCESSIBLE DUE TO THE FOLLOWING: (A) THE EXISTENCE OF AFTER-MARKET EQUIPMENT, OR (B) WHERE SUCH AFTER-MARKET EQUIPMENT OR INSTALLATION THEREOF HAS ALTERED THE ORIGINAL VEHICLE CONFIGURATION OR (C) EDGES WHERE IT IS DETERMINED THAT THE MANUFACTURER'S BRACING DOES NOT ALLOW FOR THE PDR PROCESS.
6. FOR REPAIRS TO CREASED METALS OR DENTS AND DINGS THAT HAVE BROKEN THE PAINT OR PUNCTURED THE METAL OF YOUR VEHICLE.
7. FOR REPAIRS TO ANY DENT OR DING THAT, IF REPAIRED, COULD IN ANY WAY DAMAGE THE VEHICLE'S ORIGINAL MANUFACTURER'S PAINT OR FINISH.
8. FOR VEHICLES WHICH UTILIZE 100% PLASTIC, FIBERGLASS OR OTHER NON-METAL COMPOSITE BODY PANEL.

**G. Permitted Commercial Purposes**

We will pay for covered Breakdowns to Your Vehicle when Your Vehicle is used for Permitted Commercial Purposes.

**H. Rideshare**

We will pay for covered Breakdowns to Your Vehicle when Your Vehicle is used for Rideshare (i.e. Uber, Lyft) purposes.

**I. Lift Kit/Leveling Kit**

We will pay for covered Breakdowns to Your Vehicle when Your Vehicle is equipped with a lift kit not to exceed 6 inches. If the lift kit includes oversize wheels and/or tires, overall width may not exceed 6 inches from original manufacturer tire width and overall height may not exceed 6 inches from original manufacturer tire height. The lift kit itself, all of its assembly and any aftermarket and/or manufacturer or dealer installed lift kit accessories and/or equipment are not covered.

We will pay for covered Breakdowns to Your Vehicle when Your Vehicle is equipped with a leveling kit not to exceed 2.5 inches. If the leveling kit includes oversize wheels and/or tires, overall width may not exceed 2.5 inches from original manufacturer tire width and overall height may not exceed 2.5 inches from original manufacturer tire height. The leveling kit itself, all of its assembly and any aftermarket and/or manufacturer or dealer installed leveling kit accessories and/or equipment are not covered.

**WE WILL NOT PAY FOR OR COVER THE FOLLOWING UNDER LIFT KIT / LEVELING KIT:**

1. FOR COVERED BREAKDOWNS WHERE YOUR VEHICLE IS EQUIPPED WITH A LIFT KIT THAT EXCEEDS 6 INCHES.
2. IF THE LIFT KIT INCLUDES OVERSIZE WHEELS AND/OR TIRES WHERE THE OVERALL WIDTH EXCEEDS 6 INCHES FROM THE ORIGINAL MANUFACTURER TIRE WIDTH AND OVERALL HEIGHT EXCEEDS 6 INCHES FROM THE ORIGINAL MANUFACTURER TIRE HEIGHT.
3. FOR THE LIFT KIT, ALL OF ITS ASSEMBLY AND ANY AFTERMARKET AND/OR MANUFACTURER OR DEALER INSTALLED LIFT KIT ACCESSORIES AND/OR EQUIPMENT.
4. FOR COVERED BREAKDOWNS WHERE YOUR VEHICLE IS EQUIPPED WITH A LEVELING KIT THAT EXCEEDS 2.5 INCHES.
5. IF THE LEVELING KIT INCLUDES OVERSIZE WHEELS AND/OR TIRES WHERE THE OVERALL WIDTH EXCEEDS 2.5 INCHES FROM THE ORIGINAL MANUFACTURER TIRE WIDTH AND OVERALL HEIGHT EXCEEDS 2.5 INCHES FROM THE ORIGINAL MANUFACTURER TIRE HEIGHT.
6. FOR THE LEVELING KIT, ALL OF ITS ASSEMBLY AND ANY AFTERMARKET AND/OR MANUFACTURER OR DEALER INSTALLED LEVELING KIT ACCESSORIES AND/OR EQUIPMENT.

**J. Mobility Equipment**

Coverage is extended to the following parts and components when installed by the manufacturer or a licensed, manufacturer-authorized installer, unless the alterations made to accommodate the equipment fall outside manufacturer's specifications and tolerances: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms.

**FOR COVERED BREAKDOWNS, CALL TOLL FREE: 1-800-752-6265**

**IV. MAINTENANCE & PARTS THIS SERVICE AGREEMENT DOES NOT COVER**

**MAINTENANCE AND PARTS THAT ARE NOT COVERED**

- A. MAINTENANCE NOT COVERED – THE MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE. OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING ENGINE TUNE-UP, (INCLUDES SPARK PLUGS, GLOW PLUGS, IGNITION WIRES, DISTRIBUTOR CAP AND ROTOR), ALL BATTERIES (INCLUDING BUT NOT LIMITED TO: HYBRID/ELECTRIC VEHICLE BATTERIES)\*, FILTERS, LUBRICANTS OR FLUIDS, AIR CONDITIONING REFRIGERANT, ENGINE COOLANT, ALL HOSES AND BELTS (EXCEPT FOR THE FOLLOWING: ENGINE TIMING BELT ONLY IF FAILURE IS PRIOR TO MANUFACTURER'S RECOMMENDED REPLACEMENT, OIL COOLER HOSES, TRANSMISSION COOLER HOSES, POWER STEERING PRESSURE AND RETURN HOSES AND AIR CONDITIONING HIGH/LOW PRESSURE HOSES)\*, WIPER BLADES\*, BRAKE PADS\* AND SHOES, BRAKE ROTORS\* AND DRUMS, SUSPENSION ALIGNMENT.
- B. PARTS NOT COVERED – CONSTANT VELOCITY BOOTS, TIRES, WHEEL COVERS, WHEEL RIMS, WHEELS, WHEEL BALANCING, SHOCK ABSORBERS, SUSPENSION AIR BAGS, EXHAUST SYSTEM, CATALYTIC CONVERTER, FRICTION CLUTCH DISC AND PRESSURE PLATE AND CLUTCH RELEASE BEARING, GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, SEALED BEAM HEAD LAMPS\*, LIGHT BULBS\*, LENSES, TRIM, MOLDINGS, BRIGHT METAL, UPHOLSTERY, PAINT, SHEET METAL, BUMPERS, ALIGNMENT OF BODY PARTS, FLEXIBLE BODY PARTS, DOOR PANELS, BODY PANELS, STRUCTURAL FRAMEWORK, CONVERTIBLE TOP FRAMEWORK, STRUCTURAL WELDS, HINGES, DOOR HANDLES, VINYL AND CONVERTIBLE TOPS AND NON-MECHANICAL REMOVABLE HARDTOP ASSEMBLIES.

\* THE INDICATED PARTS ARE COVERED TO THE EXTENT OUTLINED IN THIS SERVICE AGREEMENT.

## V. SERVICE AGREEMENT LIMITATIONS

WE WILL NOT PAY FOR OR COVER THE FOLLOWING:

**1. MODIFICATIONS:**

- A. AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, CB RADIOS, RADIO/SPEAKER EQUIPMENT, CRUISE CONTROL, SUNROOF, SOLAR POWERED DEVICES, TELEPHONES, TV/VCR/DVD AND RELATED COMPONENTS AND APPLIANCES (UNLESS INSTALLED BY THE MANUFACTURER).
- B. IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.
- C. BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER AND THE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).
- D. BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.

**2. NON-STANDARD USE:**

- A. BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
- B. ANY BREAKDOWN WHERE THE VEHICLE HAS BEEN USED FOR A PROHIBITED COMMERCIAL PURPOSE AT ANY TIME WHILE OWNED BY YOU.
- C. BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR STREET RACING OR OTHER COMPETITION.

**3. NEGLIGENCE, MISREPRESENTATION OR MISUSE:**

- A. BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS DETAILED IN SECTION VI. YOUR RESPONSIBILITIES.
- B. BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT, LACK OF LUBRICANTS, IMPROPER SPECIFICATION (TYPE) OF FLUIDS, LACK OF OIL VISCOSITY, SLUDGE OR RESTRICTED OIL FLOW. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: ENGINE AND TRANSMISSION.
- C. BREAKDOWN WHEN CONTAMINATED FLUIDS CAUSED OR CONTRIBUTED TO THE BREAKDOWN.
- D. LOSS OR DAMAGE CAUSED BY YOU OR THE OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
- E. IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE INCLUDING BUT NOT LIMITED TO ODOMETER MISREPRESENTATION CAUSED BY THE USE OR MODIFICATION OF THE VEHICLE WITH UNDERSIZE OR OVERSIZE TIRE AND WHEEL ASSEMBLIES.
- F. DAMAGE CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER.
- G. BREAKDOWN OR DAMAGE CAUSED BY NEGLECTING TO FOLLOW PROPER CHARGING PROCEDURES OR USE OF INCOMPATIBLE CHARGING DEVICES FOR YOUR PLUG-IN HYBRID/ELECTRIC VEHICLE.

**4. COLLISION, PHYSICAL DAMAGE AND COSMETICS:**

- A. BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, TERRORIST ACTS, WAR, EXPLOSION, LIGHTNING, EARTHQUAKE, HURRICANE, TROPICAL STORM, VOLCANIC ERUPTION, WINDSTORM, HAIL, WATER, FREEZING OR FLOOD.
- B. TO CORRECT A COSMETIC IMPERFECTION OR BREAKDOWN CAUSED BY RUST OR WEATHER-RELATED CORROSION.

**5. WARRANTIES AND MANUFACTURER RECALLS:**

- A. COSTS OR SERVICES COVERED BY ANY WARRANTY REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY.
- B. COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER ANY VEHICLE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR HAS BEEN VOIDED BY THE MANUFACTURER.
- C. BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.

**6. VEHICLE TYPE:**

- A. IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED TITLE OR JUNK VEHICLE.
- B. IF YOUR VEHICLE IS A TRUCK RATED MORE THAN 1 TON.
- C. IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.
- D. IF YOUR VEHICLE IS POWERED BY COMPRESSED NATURAL GAS, LIQUIFIED NATURAL GAS, PROPANE OR HYDROGEN.

**7. CONSEQUENTIAL DAMAGE:**

- A. LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN UNLESS AS PROVIDED UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT. CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A BREAKDOWN OF A COMPONENT COVERED BY THIS SERVICE AGREEMENT.
- B. BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART. HOWEVER, COVERAGE WILL BE PROVIDED FOR THE FAILURE OF A NON-COVERED PART RESULTING FROM A BREAKDOWN OF A COVERED PART.
- C. BREAKDOWN OR DAMAGE CAUSED BY A POWER SURGE WHILE CHARGING YOUR VEHICLE.

**8. NON-COVERED CONDITIONS:**

**A. PRE-EXISTING – BREAKDOWN WHICH EXISTED PRIOR TO OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE PURCHASE DATE.**

- B. REPAIRS PERFORMED WITHOUT THE ADMINISTRATOR’S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR’S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SECTION VI. WHAT TO DO IF REPAIRS ARE NEEDED).**
- C. REPAIR OF VALVES AND/OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE’S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.**
- D. REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.**
- E. REPAIRS OF AIR LEAKS, RATTLES, SQUEAKS, WIND NOISE AND WATER LEAKS WHERE WATER IS ENTERING THE VEHICLE EXTERNALLY.**
- F. TO REPAIR, REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS SERVICE AGREEMENT EXCEPT AS REQUIRED FOR THE REPAIR OF A COVERED PART.**
- G. DIAGNOSIS CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.**

**9. MISCELLANEOUS EXPENSES:**

- A. EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS, NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.**

**VI. WHAT TO DO IF REPAIRS ARE NEEDED**

**Customer Instructions**

In the event of a Breakdown, You can locate a preferred Repair Facility by visiting the Administrator’s self-service claim portal:

**[www.mrclaims.net](http://www.mrclaims.net)**

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

**1-800-752-6265**

**Customer Service Hours**

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

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

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

**Repair Facility Instructions**

To initiate a claim, visit the Administrator’s self-service claim portal:

**[www.mrclaims.net](http://www.mrclaims.net)**

**VII. YOUR RESPONSIBILITIES**

- 1. You must perform maintenance services to Your Vehicle, at the proper intervals, as required by the Owner’s Manual for Your Vehicle. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage. If You do not have an Owner’s Manual, contact Your Vehicle’s manufacturer to obtain one.**
- 2. You must keep receipts which verify the Vehicle Identification Number, work orders and other documentation that show a date, a description of Your Vehicle, mileage and services performed. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.**
- 3. You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Vehicle. You are required to safely pull Your Vehicle off the road and shut down the engine immediately when either of these lights/gauges indicates a problem.**
- 4. If You experience a Breakdown, You agree to:**
  - a. Use all reasonable means to protect Your Vehicle from further damage.**
  - b. Notify the Administrator as soon as possible.**
  - c. Authorize the Repair Facility to perform necessary diagnostic work and provide “teardown authorization” so that the Repair Facility can provide an accurate diagnosis and estimate of repairs. IMPORTANT: WE WILL NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS SERVICE AGREEMENT.**
  - d. Furnish the Administrator with such information as the Administrator may reasonably require and if requested provide proof of Your Vehicle’s regular maintenance during the Service Agreement Term as noted above.**
  - e. Reserve for the Administrator the right to refer Your Vehicle to a Repair Facility that sells and services Your type of Vehicle, for certain repairs.**
  - f. Allow the Administrator to examine Your Vehicle if the Administrator asks to do so.**
  - g. Obtain authorization from the Administrator prior to beginning any repairs covered by this Service Agreement except when the Administrator’s office is closed and emergency repairs are necessary (See Emergency Repair Instructions within Section VI. WHAT TO DO IF REPAIRS ARE NEEDED).**
- 5. Your help and cooperation is required if We ask You to help Us enforce Your rights against any manufacturer or Repair Facility who may be responsible to You for the Cost of repairs covered by this Service Agreement.**

## VIII. GENERAL PROVISIONS

### 1. Service Agreement Term

The Service Agreement Term is one month. This Service Agreement begins on the **Purchase Date**. This Service Agreement ends the earliest of the following to occur: (a) the date one month following the **Purchase Date**; (b) on the date canceled by **You** or **Us**; or (c) the date **You** fail to pay **Your Monthly Payment** within 15 days of any due date.

If **Your** Service Agreement has ended according to subsection (a) above, it can continue upon the payment of the **Monthly Payment**. If **Your** Service Agreement has ended according to subsections (b) or (c) above or after this Service Agreement has continued for 36 consecutive months following the first **Purchase Date** shown on the Information Schedule, it cannot be continued. However, **You** may be eligible to purchase a new service agreement.

### 2. Where You Are Covered

This Service Agreement applies only to **Breakdowns** occurring within the continental United States of America, Alaska, Hawaii and Canada.

### 3. If You Have Other Coverage

If the manufacturer or **Repair Facility** agrees to cover all or some of the **Cost** of a **Breakdown** after a **Warranty** or guarantee has expired, **We** will pay only for any extra **Cost**. If **You** have any other Emergency Roadside Assistance coverage, Rental Reimbursement coverage, Emergency Travel Expense Reimbursement coverage, Key Replacement coverage, Paintless Dent Repair coverage or Mobility Equipment coverage, **We** will pay only the amount in excess of that coverage, subject to the limits of this Service Agreement.

### 4. Limit of Liability

**Our limit of liability is the Cost to repair or replace any covered Breakdown, but in no event shall this Cost exceed the average retail value of Your Vehicle as determined by the NADA (Official Used Car Guide) at the time of loss.**

### 5. Subrogation

If **We** pay for a loss, **We** may require **You** to assign to **Us** **Your** rights of recovery against others. **We** will not pay for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived.

### 6. Dispute Resolution – Arbitration

This Service Agreement requires binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Agreement (including the **Cost** of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this Service Agreement by a judge and/or a jury. **You** also agree not to participate as a class representative or class Customer in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where **You** live. Notwithstanding this arbitration provision, **You** are not prohibited from bringing an action in Small Claims Court to resolve **Your** dispute.

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

### 7. Transferability

**This Service Agreement is non-transferable. However, in the event of Your death and during the Service Agreement Term, the benefits of this Service Agreement will be available to Your spouse, domestic partner or legal representative.**

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

#### Cancellation By You

**You** may cancel this Service Agreement at any time. To cancel, contact the **Producer**. The **Producer** will assist with **Your** cancellation request. Alternatively, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Agreement must be included with **Your** request for cancellation.

#### Cancellation By Us

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

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

#### How Refunds are Calculated

If this Service Agreement is canceled within 30 days of the first **Purchase Date** and a claim has not been incurred, a 100% refund of the **Monthly Payment** will be made. If this Service Agreement is canceled more than 30 days from the first **Purchase Date** or if a claim has been incurred within the first 30 days, a pro-rata refund will be made. The pro-rata refund will be calculated by multiplying the **Monthly Payment** by the percentage of unused days in the cancellation month divided by the total days in the cancellation month less claims paid and an administrative fee of 10% of the **Monthly Payment**. All refunds will be paid to **You**. If this Service Agreement is canceled by **Us**, no administrative fee will be charged.

### 9. Insurance

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

### 10. Entire Service Agreement

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

## IX. STATE AMENDMENTS

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

### **Alabama**

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is amended as follows:

All references to the state of “Illinois” are replaced with “Alabama”.

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

**Cancellation By You** is amended to include:

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

**How Refunds are Calculated** is amended as follows:

The 10% administrative fee is deleted and replaced with a \$25 administrative fee or 10% of the **Monthly Payment**, whichever is less.

### **Alaska**

**SERVICE AGREEMENT LIMITATIONS** – is amended as follows:

Item #4A – Any reference to “**TERRORISTS ACTS**” is deleted in its entirety.

Item #7A is deleted in its entirety and replaced by the following:

**LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN UNLESS AS PROVIDED UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT.**

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

**Cancellation By You** is amended to include:

If **You** cancel this Service Agreement, a penalty per month in the amount of 10% of the **Monthly Payment** shall be added to a refund that is not paid within 45 days of return of this Service Agreement to the **Producer** or the **Administrator**.

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

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

- If **You** do not pay the **Monthly Payment**;
- If **You** are convicted of a crime that results in an increase in the risk covered under this Service Agreement;
- If there has been a material misrepresentation or fraud by **You**;
- If **We** discover an act or omission by **You** after the **Purchase Date** that substantially and materially increases the risk covered under this Service Agreement; or
- For substantial breach of duties by **You** relating to the use of the covered **Vehicle**.

If **We** cancel this Service Agreement, a penalty per month in the amount of 10% of the unearned **Provider** fee (**Monthly Payment**) shall be added to a refund that is not paid within 45 days of return of this Service Agreement to the **Producer** or the **Administrator**.

**How Refunds are Calculated** is amended as follows:

The 10% administrative fee is deleted and replaced with a 7.5% administrative fee.

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

**This Service Agreement is not an insurance contract. Our obligations under this Service Agreement are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your claim is not paid within 30 days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions:1-800-209-6206.**

### **Arizona**

**NOTICE TO PURCHASER** – is amended to include:

**In the event a Breakdown occurs when the Administrator’s office is closed, You may follow the claim procedures in this Service Agreement without prior authorization. Reimbursement will be made to You or the Repair Facility in accordance with Service Agreement provisions.**

**SERVICE AGREEMENT LIMITATIONS** – is amended as follows:

Items #1B, 1C, 1D, 2A, 2B, 2C, 3A, 3B, 3E, 3F are amended to include: “**WHILE THE VEHICLE IS OWNED BY YOU.**”

Items #6A, 6B and 6C are deleted in their entirety.

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

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

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

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

- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If, while owned by **You**, the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
- If **You** do not pay the **Monthly Payment**.

**How Refunds are Calculated** is amended to include:

The 10% administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the **Monthly Payment** paid by **You**, whichever is less.

### **Arkansas**

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

**How Refunds are Calculated** is amended as follows:

The 10% administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the **Monthly Payment**, whichever is less.

### **Colorado**

**GENERAL PROVISIONS** – Section 9 Insurance is amended to include: Insurance Policy #3450.

## **Connecticut**

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

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is amended as follows:

The State of Connecticut has established a process to settle disputes arising from service Agreements as outlined in R.C.S.A §§ 42-260-1 to 5. If **You** purchase this Service Agreement in Connecticut, to initiate the process **You** must first submit a written complaint which may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the **Monthly Payment**, the **Cost** of repair of the **Vehicle** and a copy of this Service Agreement.

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

**Cancellation By You** is amended to include:

**You** may cancel this Service Agreement in the event the **Vehicle** is returned, sold, lost, stolen or destroyed.

**Cancellation By Us** is amended to include:

The 30-day written notice prior to cancellation is deleted and replaced with 45 days.

## **District of Columbia**

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

**Cancellation By You** is amended to include:

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

**How Refunds are Calculated** is amended as follows:

The 10% administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the **Monthly Payment**, whichever is less.

## **Florida**

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

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

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

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

**GENERAL PROVISIONS** – Section 7 How This Service Agreement May Be Transferred is deleted in its entirety and replaced by the following:

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

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

- a. Completed Transfer Request form, which can be obtained by contacting the Administrator;
- b. Copy of Your Service Agreement;
- c. Bill of Sale indicating date of sale of the Vehicle; and
- d. \$40 transfer fee made payable to the Administrator.

**GENERAL PROVISIONS** – Section 8 How This Service Agreement May Be Canceled – Including Refunds And Charges:

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

**We** may cancel this Service Agreement:

- If there has been a material misrepresentation or fraud by **You** on the **Purchase Date**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
- If **You** do not pay the **Monthly Payment**.

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

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

If this Service Agreement is canceled by **You** within 30 days of the first **Purchase Date**, a 100% refund of the **Monthly Payment** will be made less any claims paid on this Service Agreement. If this Service Agreement is canceled more than 30 days from the first **Purchase Date**, a pro-rata refund will be made. The pro-rata refund will be calculated by multiplying the **Monthly Payment** by the percentage of unused days in the cancellation month divided by the total days in the cancellation month less claims paid and an administrative fee of 10% of the **Monthly Payment**. All refunds will be paid to **You**.

If **We** cancel this Service Agreement within 30 days of the first **Purchase Date**, a 100% refund of the **Monthly Payment** will be made less any claims paid on the Service Agreement. If **We** cancel this Service Agreement more than 30 days from the first **Purchase Date**, a pro-rata refund will be made. The pro-rata refund will not be less than 100% of the paid unearned pro-rata **Monthly Payment** less any claims paid on this Service Agreement. If this Service Agreement is canceled by **Us**, no administrative fee will be charged. All refunds will be paid to **You**.

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

**GENERAL PROVISIONS** – Section 9 Insurance is amended as follows:

The sentence “**This Service Agreement is not an insurance Agreement.**” is deleted in its entirety.

## **Georgia**

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

**SERVICE AGREEMENT LIMITATIONS** – is amended as follows:

Item #8A is deleted in its entirety.

Item #3B – Any reference to “**SLUDGE**” is deleted in its entirety.

Item #1C is amended to include the text: “**MADE SUBSEQUENT TO THE PURCHASE OF THIS SERVICE AGREEMENT.**”

Item #3E is amended to include the text: “**WHILE OWNED BY YOU**”.

**YOUR RESPONSIBILITIES** – is amended as follows:

Item #4 (c) is deleted in its entirety.

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

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

**Cancellation By You** is amended to include:

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

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

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

**We** may cancel this Service Agreement:

- In the event of fraud by **You**;
- In the event of material misrepresentation by **You**; or
- If **You** do not pay the **Monthly Payment**.

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

If this Service Agreement is canceled within 30 days of the first **Purchase Date**, a 100% refund of the **Monthly Payment** will be made less any claims paid on this Service Agreement. If this Service Agreement is canceled more than 30 days from the first **Purchase Date**, a pro-rata refund will be made. The pro-rata refund will be calculated by multiplying the **Monthly Payment** by the percentage of unused days in the cancellation month divided by the total days in the cancellation month less claims paid and an administrative fee of 10% of the unearned pro-rata **Monthly Payment**. All refunds will be paid to **You**.

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

#### **Hawaii**

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

**Cancellation By You** is amended to include:

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

#### **Idaho**

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

#### **Illinois**

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

**How Refunds are Calculated** is amended as follows:

The 10% administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the **Monthly Payment**, whichever is less.

#### **Indiana**

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

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

**GENERAL PROVISIONS** – Section 8 How This Service Agreement May be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **Your** cancellation refund is not paid within 60 days after this Service Agreement has been returned to the **Producer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604.

#### **Iowa**

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

If **You** have questions regarding **Your** Service Agreement, **You** may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315.

**WHAT THIS SERVICE AGREEMENT COVERS** – is amended to include:

Pre-owned parts will not be used to replace covered parts without prior written authorization from **You**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.

**GENERAL PROVISIONS** – Section 8 How This Service Agreement May be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

Upon **Our** receipt of **Your** request to cancel this Service Agreement, **We** will provide written notice to **You** within 15 days of cancellation. If **You** cancel this Service Agreement, a 10% penalty per month shall be added to a refund that is not paid within 30 days of return of this Service Agreement to the **Producer** or the **Administrator**.

**GENERAL PROVISIONS** – Section 9 Insurance is amended as follows:

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

#### **Louisiana**

This Service Agreement is not regulated by the Department of Insurance. Any concerns or complaints regarding this Service Agreement may be directed to the Attorney General.

**GENERAL PROVISIONS** – Section 8 “How This Service Agreement May Be Canceled – Including Refunds And Charges”

**Cancellation by You** is amended to include:

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

#### **Maine**

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

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

**Cancellation By You** is amended to include:

If **You** cancel this Service Agreement, a penalty per month in the amount of 10% of the **Monthly Payment** shall be added to a refund that is not paid within 45 days of return of this Service Agreement to the **Producer** or the **Administrator**.

**How Refunds are Calculated** is amended as follows:

If this Service Agreement is canceled within 30 days of the first **Purchase Date** and a claim has not been incurred, a 100% refund of the **Monthly Payment** including any applicable sales tax will be made.

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

**This Service Agreement is not an insurance contract. Our obligations under this Service Agreement are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your claim, including any claim for the return of the unearned portion of the Provider fee (Monthly Payment), is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.**

#### **Maryland**

**ADDITIONAL BENEFITS, SERVICE AGREEMENT LIMITATIONS, GENERAL PROVISIONS** – Section 3 “If You Have Other Coverage” is amended as follows:

All references to “Emergency Travel Expense Reimbursement” are deleted and replaced with “Travel Expense Reimbursement”

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

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

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is amended as follows:

All references to the state of “Illinois” are replaced with “Maryland”.

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

**Cancellation By You** is amended to include:

If **You** cancel this Service Agreement, a penalty per month in the amount of 10% of the **Monthly Payment** shall be added to a refund that is not paid within 45 days of return of this Service Agreement to the **Producer** or the **Administrator**. If **Your** refund is not paid within 45 days of return of this Service Agreement to the **Producer** or the **Administrator**, **You** have the right to receive the refund directly from Virginia Surety Company, Inc.

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

**This Service Agreement is not an insurance contract and not subject to the insurance laws of Maryland. Our obligations under this Service Agreement are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your claim, including any claim for the return of the unearned portion of the Provider fee (Monthly Payment), is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.**

#### **Massachusetts**

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

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

**Cancellation By You** is amended to include:

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

#### **Michigan**

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

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

#### **Minnesota**

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

**Cancellation By You** is amended to include:

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

#### **Mississippi**

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

**GENERAL PROVISIONS** – Section 8 “How This Service Agreement May Be Canceled – Including Refunds And Charges”

**Cancellation By You** is amended to include:

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

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

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

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

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

If this Service Agreement is canceled within 30 days of the first **Purchase Date** and a claim has not been incurred, a 100% refund of the **Monthly Payment** will be made. If this Service Agreement is canceled more than 30 days from the first **Purchase Date** or if a claim has been incurred within the first 30 days, a pro-rata refund will be made less claims paid and an administrative fee of 10% of the **Monthly Payment**. All refunds will be paid to **You**.

## Missouri

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

**Cancellation By You** is amended to include:

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

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

If this Service Agreement is canceled within 30 days of the first **Purchase Date**, a 100% refund of the **Monthly Payment** will be made less claims paid, if any. If this Service Agreement is canceled more than 30 days from the first **Purchase Date**, a pro-rata refund will be made. The pro-rata refund will be calculated by multiplying the **Monthly Payment** by the percentage of unused days in the cancellation month divided by the total days in the cancellation month less claims paid and an administrative fee of \$50 or 10% of the **Monthly Payment**, whichever is less. All refunds will be paid to **You**. If this Service Agreement is canceled by **Us**, no administrative fee will be charged.

**GENERAL PROVISIONS** – Section 9 Insurance is amended as follows:

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

## Nebraska

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

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

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

## Nevada

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

The sentence “If the manufacturer’s Warranty is void...” is revised to read:

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

**SERVICE AGREEMENT LIMITATIONS** – is amended as follows:

Item #3A is deleted in its entirety and replaced by the following:

**FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE OR LACK OF CUSTOMARY MAINTENANCE AS DETAILED IN SECTION VI. YOUR RESPONSIBILITIES.**

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is amended as follows:

All references to “Illinois” are replaced with “Nevada”.

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

**Cancellation By You** is amended to include:

If **You** cancel this Service Agreement, a 10% penalty for each 30-day period or portion thereof shall be added to a refund that is not paid within 45 days of return of this Service Agreement to the **Producer** or the **Administrator**.

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

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

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

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

If this Service Agreement is canceled within 30 days of the first **Purchase Date** and a claim has not been incurred, a 100% refund of the **Monthly Payment** will be made. If this Service Agreement is canceled more than 30 days from the first **Purchase Date** or if a claim has been incurred within the first 30 days, a pro-rata refund will be made. The pro-rata will be calculated by multiplying the **Monthly Payment** by the percentage of unused days in the cancellation month divided by the total days in the cancellation month less a \$25 cancellation fee or 10% of the **Monthly Payment**, whichever is less. If this Service Agreement is canceled by **Us**, no cancellation fee will be charged. All refunds will be paid to **You**.

## New Hampshire

If **You** have questions, concerns or complaints regarding **Your** Service Agreement, **You** may address them to the **Provider** at 1-800-752-6265.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is amended to include:

All arbitration or dispute resolution in New Hampshire is subject to and will not impede any consumer rights as provided for under New Hampshire RSA 542.

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

**This Service Agreement is not an insurance Agreement. Our obligations under this Service Agreement are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We do not provide for covered services, cease to operate, are bankrupt or otherwise financially impaired or Your claim is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.**

**If You are not satisfied with the Provider's and/or insurance company's response, You may contact the New Hampshire Department of Insurance, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, 1-800-852-3416.**

#### **New Jersey**

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

**Cancellation By You** is amended to include:

If **You** cancel this Service Agreement, a penalty per month in the amount of 10% of the **Monthly Payment** shall be added to a refund that is not paid within 45 days of return of this Service Agreement to the **Producer** or the **Administrator**.

#### **New Mexico**

If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674.

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

**Cancellation By You** is amended to include:

If **You** cancel this Service Agreement, a penalty in the amount of 10% of the **Monthly Payment** for each 30-day period or portion thereof shall be added to a refund that is not paid within 60 days of return of this Service Agreement to the **Producer** or the **Administrator**.

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

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

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

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

**This Service Agreement is not an insurance contract. Our obligations under this Service Agreement are secured by a bond.**

#### **New York**

**ADDITIONAL BENEFITS** – Emergency Travel Expense Reimbursement is deleted in its entirety.

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

**Cancellation By You** is amended to include:

If **You** cancel this Service Agreement, a 10% penalty per month shall be added to a refund that is not paid within 30 days of return of this Service Agreement to the **Producer** or the **Administrator**.

#### **North Carolina**

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

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

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

- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If **You** use **Your Vehicle** in a manner not covered by this Service Agreement; or
- If **You** do not pay the **Monthly Payment**.

**How Refunds are Calculated** is amended as follows:

The 10% administrative fee is deleted and replaced with an administrative fee of 10% of the refund amount.

#### **Ohio**

**GENERAL PROVISIONS** – Section 9 Insurance is deleted its entirety and replaced by the following:

**This Service Agreement is not an insurance contract and not subject to the insurance laws of Ohio. Our obligations under this Service Agreement are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your claim, including any claim for the return of the unearned portion of the Provider fee (Monthly Payment), is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.**

#### **Oklahoma**

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

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

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

**ADDITIONAL BENEFITS** – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance is provided by **Us** and administered by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-877-229-4913.

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

## Oregon

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

**ADDITIONAL BENEFITS** – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance benefits or services are conducted by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-877-229-4913.; however, the **Obligor** is ultimately responsible for providing these benefits. Any failure to provide such benefits by SafeRide Motor Club, Inc. or the **Obligor** as specified in this Service Agreement will be covered by the **Obligor's** reimbursement insurance policy.

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

## South Carolina

In the event of a dispute with the **Provider** or if **You** have questions, concerns or complaints regarding **Your** Service Agreement, **You** may address them to: South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at 1-800-768-3467.

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

**Cancellation By You** is amended to include:

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

## Texas

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

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

**Cancellation By You** is amended to include:

If **You** cancel this Service Agreement, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Agreement to the **Producer** or the **Administrator**. If **Your** cancellation refund is not paid within 45 days after this Service Agreement has been returned to the **Producer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604.

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

If this Service Agreement is canceled within 30 days of the first **Purchase Date**, a 100% refund of the **Monthly Payment** will be made less any claims paid on this Service Agreement. If this Service Agreement is canceled more than 30 days from the first **Purchase Date**, a pro-rata refund will be made. The pro-rata refund will be calculated by multiplying the **Monthly Payment** by the percentage of unused days in the cancellation month divided by the total days in the cancellation month less claims paid and an administrative fee of 10% of the **Monthly Payment**. All refunds will be paid to **You**. If this Service Agreement is canceled by **Us**, no administrative fee will be charged.

## Utah

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

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

All references to the term “**Producer**” are deleted and replaced with “**Seller**”.

**ADDITIONAL BENEFITS** – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance is provided by **Us** and administered by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-877-229-4913.

**WHAT TO DO IF REPAIRS ARE NEEDED** – “**Emergency Repair Instructions**” is amended to include:

Utah residents are not limited to filing claims within 30 days for reimbursement consideration. The sentence “Emergency repairs are those required because **Your Vehicle** was inoperable or unsafe to drive.” is deleted in its entirety.

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

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

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

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

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

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

## Virginia

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

## Wisconsin

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

**ADDITIONAL BENEFITS** – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance is provided by **Us** and administered by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-877-229-4913.

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

**WHAT TO DO IF REPAIRS ARE NEEDED** – “**Emergency Repair Instructions**” is amended to include:

The 30-day time period for filing a claim after a **Breakdown** is deleted and replaced with as soon as reasonably possible.

**GENERAL PROVISIONS** – Section 5 Subrogation is amended to include:

**You** will be made whole before **We** retain any amount **We** may recover.

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

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

**Cancellation By You** is amended to include:

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

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

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

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

**How Refunds are Calculated** is amended as follows:

In the event **Your Vehicle** is declared a total loss and:

- (a) **You** cancel this Service Agreement within 30 days of the first **Purchase Date** and **You** have not incurred a claim, a 100% refund of the **Monthly Payment** will be made.
- (b) **You** cancel this Service Agreement more than 30 days from the first **Purchase Date** or if a claim has been incurred within the first 30 days, a pro-rata refund of the **Monthly Payment** less any claims paid will be made.

No administrative fee will be charged.

### **Wyoming**

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

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

**Cancellation By You** is amended to include:

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