CONTRACT NUMBER

TOP LINE

PURCHASER INFORMATION

PURCHASER NAME	AREA CODE AND TELEPHONE NUMBER
STREET ADDRESS	CITY, STATE, AND ZIP CODE

VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER (VIN)	VEHICLE ODOMETER READING AT TIME OF CONTRACT SALE
YEAR, MAKE, AND MODEL	RATE CLASS

SELLING COMPANY AND FINANCE COMPANY INFORMATION

SELLING COMPANY NAME	SELLING COMPANY ADDRESS	SELLING COMPANY TELEPHONE NUMBER
FINANCE COMPANY	FINANCE COMPANY ADDRESS	

OBLIGOR

Obligor in Certain States. The following entities will serve as the OBLIGOR of the Service Agreements Advance Core Capital Inc. in the following states: AL, AK, AR, AZ, CO, CT, DC, DE, GA, HI, ID, IL, IN, IA, KS, KY, MA, ME, MD, MI, MN, MO, MS, MT, NC, NE, NH, NV, NJ, NM, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WV, WY, WI; ADVANCE CORE CAPITAL OF FLORIDA INC. in FL.
The Obligor address, for all entities listed above is 2248 Central Drive Suite 107-290 Bedford, Texas 76021-5843. The Obligor's performance under this Contract is insured by an insurance policy issued by Lexington National Insurance Corp. PO Box 6098 Lutherville, MD 888-888-2245 in FL. Generali, US Branch, 7 World Trade Center 250 Greenwich Street, 33rd Fl New York, NY 10007 in LA and NY, Pennsylvania Insurance Company in ME, CA, and CT, Illinois Insurance Company in AK, and Continental Indemnity Company in all other states, all with the same address and phone number: 10805 Old Mill Road Omaha, NE 68154-2607 877-234-4420.
If a Covered Repair is not paid within sixty (60) days after proof of loss has been filed, You may file a claim with the above listed insurance policy providers.

CONTRACT INFORMATION

COVERAGE	DEDUCTIBLE PER VISIT	TERM MONTHS	TERM MILES	EXPIRATION DATE	EXPIRATION MILEAGE
	$0-500				
OPTIONAL SURCHARGES				CONTRACT SALE DATE	SERVICE CONTRACT PRICE
					$

AGREEMENT PERIOD

Terms for coverage are measured from the Contract sale date and the **Vehicle** odometer mileage reading at the time of sale. **THIS SERVICE CONTRACT HAS A WAITING PERIOD OF ONE MONTH AND 1,000 MILES**. During this waiting period, only the benefits listed under "TOWING BENEFIT/ROADSIDE SERVICE" will apply. Any breakdown that occurs during this waiting period will not be covered. This one month and 1,000 miles will be added to the end of the term listed above. This **Contract** begins on the **Contract** sale date and expires on the mileage or expiration date listed above, whichever occurs first. This **Contract** is non-renewable.

SAMPLE

ADDITIONAL BENEFITS

RENTAL CAR REIMBURSEMENT: If **Your Vehicle** sustains a **Failure** or **Tire Failure** resulting in a **Covered Repair**, then **You** may qualify for rental car reimbursement for up to $30 per day, with a 5 day maximum, not to exceed $150 per occurrence. The VEHICLE must be retained overnight at the REPAIR FACILITY in order to qualify for rental coverage. Rental coverage is contingent on the labor time required to replace/repair **Covered Components** authorized by the **Administrator**. The **Administrator** will use factory labor times or industry recognized flat-rate manuals to determine the required repair time. However, this time excludes the downtime waiting for parts or other delays beyond the control of the **Licensed Repair Facility** or the **Administrator**. The labor time necessary for rental reimbursement is as follows: 1 to 8 hours = 1 day; 8.1 to 16 hours = 2 days; 16.1 to 24 hours = 3 days; etc. Your rental car benefits will not continue beyond the day the repairs are completed and You are notified of completion. All vehicles must be rented from a licensed auto rental facility.

TRIP INTERRUPTION: If **You** are more than 100 miles from **Your** home and **Your Vehicle** is in need of **Emergency Repairs**, then **You** may qualify for Trip Interruption benefits that include lodging and meal reimbursement for up to $75 per day, with a 3 day maximum, not to exceed $225 per occurrence. This benefit applies when a **Licensed Repair Facility** must keep **Your Vehicle** overnight to repair **Your Vehicle**, but it does not extend beyond the day the repairs are completed. For lodging and meal reimbursement, please save all receipts and contact the **Administrator** for instructions. Receipts must be legible and verifiable. Handwritten receipts will not be accepted. The Trip Interruption benefit is only available where allowed by law.

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-888-870-1336 FOR AUTHORIZATION AND INSTRUCTIONS. NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.

EMERGENCY ROADSIDE ASSISTANCE is available throughout the United States and Canada, twenty-four (24) hours a day, three hundred sixty-five (365) days a year. **Your** Emergency Roadside Assistance benefit becomes active after a 30 day and 1,000-mile waiting period following the Effective Date of this contract. When arranging for 24-Hour Roadside Assistance please call 888-870-1336. **You** will be required to give the representative assisting **You** the following information: Contract Number (located on the front right-hand corner of **Your** Registration Page) or VIN of the **Registered Vehicle**. **You** will not be required to pay any additional fee or sum in addition to the contract fee when **Your** service is for a tow or a covered service listed below of up to one hundred dollars ($100). **You** are entitled to one (1) free service within a seventy-two (72) hour period. ***Important:*** Please be with **Your** Vehicle when the service provider arrives, as they cannot service an unattended vehicle. Service provided must be a covered benefit under the terms and conditions described. ***Please note:*** Coverage is extended to the **Registered Vehicle** only.

- **Towing:** Up to one hundred dollars ($100) at no out of pocket expense to **You**. Additional mileage is to be paid by **You** directly to the service provider at the time of service.
- **Battery Service:** Jumpstart or boost a dead battery. EV charging is excluded.
- **Delivery Service:** Including gasoline, water, oil, or any supplies necessary to send the **Vehicle** on its way. **You** are responsible for the actual cost of fluid and/or supplies delivered.
- **Tire Service:** If **You** get a flat tire, **Your Vehicle's** spare tire will be installed, as long as it's inflated and serviceable.
- **Lockout Services: We** will send a locksmith if **You** are accidentally locked out of the Vehicle. Access to passenger compartment only.

Reimbursement: This is not a reimbursement program. **You** must contact **Us** first to dispatch services. In the event **Your Registered Vehicle** is disabled and Nation Motor Club, LLC. was unable to fulfill its obligations for any of the above covered services, and **You** contracted for a covered service on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. **You** must send **Your** original receipted roadside bills along with a completed claim form to: Nation Safe Drivers at 5600 Broken Sound Boulevard NW, Boca Raton, FL 33487, Attn: Claims. Claim forms may be obtained online at www.nsdclaims.com or by calling toll-free 1-888-684-9327. ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN NATION MOTOR CLUB, LLC. WITHOUT PRIOR AUTHORIZATION IS NOT COVERED AND IS NOT REIMBURSABLE.

All 24-Hour Roadside Assistance services and benefits are administered by Nation Motor Club, LLC dba Nation Safe Drivers located at 5600 Broken Sound Boulevard NW, Boca Raton, FL 33487.

In California, all roadside services and benefits are administered by Nation Motor Club, LLC located 5600 Broken Sound Boulevard NW, Boca Raton, FL 33487. Motor Club Permit Number: 5157-3.

In Alabama, Alaska, Utah, and Virginia: All services and benefits are Administered through Nation Safe Drivers, Services, Inc. located at 5600 Broken Sound Boulevard NW, Boca Raton, FL 33487.

SAMPLE

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-888-870-1336 FOR AUTHORIZATION AND INSTRUCTIONS. NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.

OTHER IMPORTANT INFORMATION

THIS **CONTRACT** IS NOT AN INSURANCE POLICY; IT IS A **SERVICE CONTRACT** BETWEEN **YOU** AND THE **ADMINISTRATOR OBLIGOR**. ANY CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS **CONTRACT** IS INVALID AND OF NO FORCE OR EFFECT. IF ANY INFORMATION ON THIS **CONTRACT** IS IN ERROR, CONTACT THE **SELLING COMPANY** OR **ADMINISTRATOR** IMMEDIATELY. PURCHASE OF THIS **CONTRACT** IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR TO OBTAIN VEHICLE FINANCING. **THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS**

A. MAINTENANCE AND RECORDS

To obtain the benefits provided by this **Service Contract**, **You** are required to provide maintenance to **Covered Components** at a **Licensed Repair Facility** in accordance with what is recommended by the manufacturer of **Your Vehicle**. Proper documentation and verifiable receipts, from the original purchase date of your vehicle, for all maintenance and repairs may be required in the event of a claim. Receipts must reflect proper **Vehicle** documentation (i.e. year, make, and model), complete **Vehicle** Identification Number, and the current mileage of the **Vehicle**. Handwritten receipts will not be accepted. Services must be performed at a licensed repair facility that YOU, the contract holder, does not own or operate. Failure to provide proof of required maintenance may result in denial of coverage. The minimum requirement on oil and filter changes is every six (6) months or 5,000 miles, whichever comes first if the manufacturer has an indicator-based schedule, and **You** must follow the maintenance schedules in accordance with **Your Vehicle's** manufacturer recommendations. In addition, **YOU** must maintain all other covered components (transmission flushes, lubrication, software updates and reprogramming, timing belt/chain, filters, etc.) Severe maintenance schedule may need to be followed if conditions apply as outlined in the **VEHICLE** owner's manual.

B. DEDUCTIBLE AMOUNT

You are responsible for payment of the Deductible per approved repair visit, as outlined below. The applicable Deductible shall be determined based on the number of full months that have elapsed from the Coverage Effective Date to the date the repair claim is first reported.

For claims reported during the first thirty (30) days following the Coverage Effective Date: **$500 per repair visit.** For claims reported during days thirty-one (31) through sixty (60) following the Coverage Effective Date **$400 per repair visit.** For claims reported during days sixty-one (61) through ninety (90) following the Coverage Effective Date **$300 per repair visit.** For claims reported after ninety (90) days and prior to the twenty-four (24) month anniversary of the Coverage Effective Date **$100 per repair visit.** For claims reported after twenty-four (24) months from the Coverage Effective Date, provided coverage has remained continuous and no prior claims have been filed: **$0 per repair visit.**

* **$0 Deductible Eligibility Condition:** The $0 Deductible applies only if no prior claims have been paid under this Contract during the first twenty-four (24) months of coverage. If any claim has been paid prior to the twenty-four (24) month anniversary of the Coverage Effective Date, the Deductible shall remain $100 per repair visit for the remainder of the Contract Term, unless otherwise required by applicable law.

C. WHAT IS COVERED

Provided all surcharges and options have been paid, this **Service Contract** will cover necessary repairs to the mechanical and electrical parts of **Your Vehicle**. These repairs are subject to the terms and conditions listed in this **Contract** and subject to the exclusions listed in "WHAT IS NOT COVERED". Examples of covered mechanical and electrical parts are listed in the "Exclusionary Coverage Examples" heading in this section.

SAMPLE

Exclusionary Coverage Examples

Examples of **Covered Components** are included below, and are categorized by related vehicle systems. If a **Covered Component Fails** during the term of this **Contract**, the **Administrator** will pay for the repair or replacement of the **Covered Component** in accordance with the coverage and surcharges indicated on the first page of this **Contract**, subject to the terms and conditions herein.

ENGINE COMPONENTS: Cylinder Block and Cylinder Heads; all internal **Lubricated Parts** of the Engine; Turbocharger; Supercharger; Harmonic Balancer; Timing Gear; Timing Chain; Timing Belt; Timing Cover; Intake and Exhaust Manifolds; Valve Covers; Oil Pan; Engine Mounts; Belt Tensioner; Cam Gear Bolt; Harmonic Balancer Bolt; and Head Bolts. The engine block, cylinder head(s), valve cover(s), timing cover and oil pan are covered only if damaged by the above internally lubricated parts.

TRANSMISSION COMPONENTS: Transmission Case (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Transmission; Torque Converter; Flywheel/Flex Plate; Transmission Mounts; Transmission Cooler; Transmission Oil Pan; and Vacuum Modulator.

TRANSFER CASE COMPONENTS: Transfer Case (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Transfer Case.

DRIVE AXLE COMPONENTS: Drive Axle Housing (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of

the Drive Axle; Drive Shafts; Universal Joints; Constant Velocity Joints; Locking Hubs; 4X4 Actuator; Center Support/Carrier Bearings; Differential Cover; Electronic Shift Control Unit.

AC/HEATING COMPONENTS (OEM or DEALER INSTALLED ONLY): Condenser; Compressor; Compressor Clutch; Evaporator; Compressor Pulley; Accumulator; Drier; Expansion Valve; Idler Pulley; Temperature Control Programmer; Heater Core; Blower Motor; High/Low Cut Off Switch; and Pressure Cycling Switch.

SUSPENSION COMPONENTS: Upper and Lower Control Arm Shafts, Bearings, and Bushings; Wheel Bearings; Spindles; Ball Joints; King Pins and Bushings; Radius Arm and Bushings; Stabilizer Bar, Links, and Bushings; Torsion Bars; Hub Assembly; Coil Springs; Leaf Springs; and Suspension Level Control Compressor.

STEERING COMPONENTS: Steering Gear Box/Rack and all internal **Lubricated Parts** of the Steering Gear Box/Rack; Power Steering Pump; Pitman Arm; Idler Arm; Tie Rod Ends; Drag Link; Steering Column Shaft and Column Couplings.

COOLING COMPONENTS: Water Pump; Radiator; Cooling Fan; Cooling Fan Motor; Fan Clutch; and Coolant Recovery Tank.

FUEL SYSTEM COMPONENTS: Fuel Delivery Pump; Fuel Injection Pump; Fuel Injectors; Fuel Tank, Metal Fuel Lines; Fuel Pressure Regulator; Fuel Sending Unit; Fuel Gauge; Air Control Valve; Oxygen Sensors; MAF Sensor; Camshaft/Crankshaft Sensors; Electronic Fuel Injection Computer/Module.

BRAKE COMPONENTS: Master Cylinder; Power Brake Cylinder; Vacuum Assist Booster; Calipers; Wheel Cylinders; Compensating Valve; ABS Accumulator, Pump, Motor, Reservoir; Wheel Speed Sensors; Hydraulic Lines And Fittings; and Parking Brake Actuator.

ELECTRICAL COMPONENTS: Alternator/Generator; Ignition Module; Ignition Switch; Headlight Switch; Turn Signal Switch; Horns; Distributor (does not include Cap and Rotor); Starter Motor; Starter Solenoid; Starter Drive; Windshield Wiper Motors; Windshield Wiper Delay Switch; Windshield Wiper Linkage; Windshield Washer Pump; Power Seat Motor; Power Antenna Motor; Power Window Motors and Regulators; Power Door Locks and Actuators; Power Trunk Release; Wiring Harness; Cruise Control Assembly; Ignition Lock Cylinder; Manually Operated Switches; and Driver Information Gauges/Indicators. Original Factory Installed Radio, Main Speaker System, and Single CompactDisk/Cassette Player (up to a maximum aggregate of $300.00 or replacement cost per Contract term, unless You paid for the Luxury Electronics Package as indicated on the first page of this Contract).

SEALS AND GASKETS: Leaking seals and gaskets on any **Covered Components** listed in this section will be covered. Minor loss of fluid or seepage is considered normal and is not considered a **Mechanical Breakdown**.

HYBRID COMPONENTS: Hybrid Transaxle, Electronic Transmission, Inverter, Generator(s), and Electronic Display Monitor.

Tire Coverage

Coverage afforded under this **Service Contract** applies ONLY to the D.O.T. approved and manufacturer-specified tires on **Your Vehicle** at the time of delivery from the manufacturer. In the event of a **Covered Tire Repair,** any D.O.T. approved or manufacturer-specified replacement will also be covered for the remainder of **Your** term. In the event of a **Covered Tire Repair**, the following stipulations apply:

1. **Tire Repairs**: The **Administrator** will reimburse **You** up to $20 (per tire per single visit) of the **Cost** to repair **Your** tire.
2. **Tire Replacement:** The **Administrator** will reimburse **You** up to one hundred dollars ($100.00) toward the **Cost** for each tire replacement per single visit, up to a maximum aggregate per **Contract** term of four hundred dollars ($400.00). **You** must have more than 3/32" tread depth remaining to be eligible for reimbursement.

D. OPTIONAL COVERAGE

LUXURY ELECTRONICS PACKAGE: If **You** paid for the Luxury Electronics Package option as indicated on the first page of this **Contract**, the following OEM parts are covered: Radio/GPS/Navigation Components, Integrated Radio/GPS, Liquid Crystal Display (LCD) Screens, DVD Players, Rearview Back-up Camera and Sensors, Voice Activation Systems, Standalone Seat Heaters (not integrated in upholstery), Sunroof and Convertible Top Motors. Coverage is limited to either one replacement or one repair per component for the term of the **Contract**. The Luxury Electronics Package applies only to **Failures** of the "base unit" and does not cover any remote controls, handheld controls, wiring, game cartridges, headphones, DVDs, MP3 players, programming, or any other non-listed parts. Aftermarket components are specifically excluded from coverage. Additionally, purchasing this option will remove the limit of $300 for repairs to the original factory installed radio, main speaker system, and single compact disk/cassette player, as listed in the "LIMITS OF LIABILITY" section. All other stipulations in the "LIMITS OF LIABILITY" section will still apply.

EMISSIONS PACKAGE: If You paid for the Emissions Package option as indicated on the first page of this **Contract**, the following parts will be covered: Air Fuel Ratio Sensor/Oxygen Sensor, Air Pump, Barometric Pressure Sensor, Canister Purge Solenoid, EVAP Purge Canister, EVAP Leak Detection Pump And Valve, EVAP Vent Valve, Deceleration Valve, EGR Valve, EGR Solenoid, EGR Check Valve, DPFE Sensor, EGR Controller, EGR Diverter Valve, EGR Relay, Purge Valve, EGR Position Sensor, EGR Lines, EGR EFE Thermal Vacuum Switch, EGR/EFE Valve, Engine Oil Fill Cap, Fuel Fill Cap, Fuel Fill Neck Restrictor, Fuel Tank Pressure Sensor, Fuel Tank Vent Valve, Fuel Temperature Sensor, Idle Air Control Valve, Intake Air Resonator, Intake Air Temperature Sensor, MAP Sensor, PCV Sensor, Air Injection Control Valve, Air Injection Check Valve, Air Injection Pump, Air Injection Relay.

E. LIMITS OF LIABILITY

SAMPLE

For all repairs or replacements, **Our** liability per repair visit, under any circumstances, will not exceed the J.D.POWERS trade in value based on the current condition at the time of breakdown or the total aggregate Limit of Liability, whichever is less. The total of all benefits paid or payable under this **Contract** will not exceed the price paid for the **Vehicle** (excluding tax, title, and license fees) by the original purchaser of this **Service Contract** or $12,500.00, whichever is less. A copy of the **Vehicle** Bill of Sale may be requested for verification. **Our** liability for incidental and consequential damages including, but not limited to personal injury, physical damage, property damage, loss of **Vehicle** use, loss of time, inconvenience and commercial loss resulting from the operation, repair, maintenance, or use of this **Vehicle** is expressly excluded. Claims paid will compound month to month and will be applied to the above Limits of Liability.]

F. WHAT IS NOT COVERED

This Service Contract does not cover the items under the "Exclusionary Coverage" and "Tire" headings listed in this section, "WHAT IS NOT COVERED". There may also be specific exceptions related to any option(s) You selected, as described in the corresponding sections.

Exclusionary Coverage

1. **Any repair that has not received prior authorization from the Administrator. This exclusion does not apply to Emergency Repairs.**
2. **The repair or replacement of any motor vehicle component that was not properly operating in accordance with manufacturer's specifications at the time this Service Contract was sold (i.e. pre-existing conditions).**
3. **Any Vehicle with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, fire, or gray market) or has been deemed a total loss by an insurance entity.**
4. **Any Vehicle that has been repurchased by or had its price renegotiated with the manufacturer. Any Vehicle that has had the manufacturer's warranty revoked, voided, or cancelled; or any Vehicle that never came with a manufacturer's warranty.**
5. **The repair, modification, or replacement of any component that has not Failed, as defined by this Contract.**
6. **The repair, retrofit, or replacement of any component required for compliance by any local, state, or federal law or legislation.**
7. **The gradual reduction in component performance through normal or excessive usage. The repair or replacement of engine valves, valve guides, valve seals, and/or piston rings is not covered if the purpose of such repair(s) is simply to raise the compression of the engine, increase performance, or to reach acceptable oil consumption/burning.**
8. **If any alterations have been made to Your Vehicle or You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to, the failure of any custom or add-on part, all frame or suspension modifications, lift/lowering kits, 5th wheel, the use of oversized tires or any tire that is not recommended by the original manufacturer or it creates an odometer/speedometer variance of greater than 4%, trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.**
9. **Any Mechanical Breakdown covered by an insurance entity or any component with a warranty or "repairer's guarantee" through a repair facility or when the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties, or a repairer's guarantee/warranty (regardless of manufacturer's or repairer's ability to pay for such repairs). Further, Coverage under this Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins. Additionally, if an insurance entity, the manufacturer, or Licensed Repair Facility notifies You that they will monetarily participate in a repair that has been authorized and paid by Us, then We will exercise Our right to recover the respective amount.**
10. **Any Vehicle with an odometer that has been tampered with, altered, disconnected, or not maintained in working order. You may be required to provide an odometer statement at the time of sale of this Service Contract.**
11. **Any Mechanical Breakdown or Failure caused by (a) normal or excessive wear and tear (including warpage); (b) Your failure to provide the proper maintenance to the failed part or parts; (c) overheating, regardless of the cause of overheating; (d) incorrect, contaminated, or inadequate amounts of coolant, lubricants, or fluids; (e) accidental loss or damage, impact, collision or upset, falling missiles or objects, rust, corrosion, fire, theft, larceny, explosion, lightning, earthquake, wind storm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion; or (f) DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED VEHICLE.**
12. **Cosmetic damage or cosmetic related repairs (e.g. scratches, nicks, dents, or tears).**
13. **Body components or repairs related to the body of the Vehicle (e.g. bumpers, lenses, glass, paint, convertible or vinyl tops, sheet metal, outside ornamentation, frame or structural body parts, air or water leaks, wind noise, weather strips, squeaks or rattles, trim, upholstery, carpet, or mats).**

SAMPLE

14. Navigational systems, unless You selected and paid for the Luxury Electronics Package option at the time this Service Contract was sold, in which case only the factory-installed navigational system on Your Vehicle will be covered.

15. The following, unless required in conjunction with a Covered Repair: upgrades, adjustments, alignments, oil, fluids, greases, lubricants, or refrigerant.

16. Maintenance services and parts described in the manufacturer's maintenance schedule for Your Vehicle. NOTE: During the term of this Service Contract, it may become necessary to (a) replace spark/glow plugs and wires, emission control valves, timing belts, drive belts, distributor caps and rotors, and filters; (b) adjust belts, ignition, transmission bands, or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; and (d) maintain or replace items not specifically covered under this Service Contract. These aforementioned services and replacements are required because of normal wear and usage —they are Your responsibility. Costs for these services and parts are not covered by this Service Contract. If You purchased the Emissions Package, items listed under the "Emissions Package" in the Optional Coverage section will be covered.

17. Any expenses associated with shop supplies, materials charges (i.e. miscellaneous items not directly associated with a Covered Repair), hazardous waste charges, diagnosis time (where a Covered Mechanical Breakdown has not occurred), freight charges, or storage charges.

18. Vehicles used for commercial towing, dump or refuse collection, hauling or towing loads weighing in excess of vehicle manufacturer's specifications, taxi, livery, shuttle, rental, construction, racing or competitive driving, emergency services, or Vehicles equipped with a snow plow.

19. Business Use Vehicles including UBER and LYFT, unless the Business Use surcharge is selected and paid at the time this Contract is sold.

20. Vehicles operated by more than one person or vehicles using multiple drivers over a period of time due to shift work.

21. The repair or replacement of the following: (a) batteries and battery cables, including batteries and battery cables for Hybrid vehicles; (b) exhaust system components including but not limited to catalytic converters; (c) shock absorbers & struts; (d) fasteners, nuts, bolts, clips, screws; (e) fuses and bulbs; (f) safety restraint systems (including air bags); (g) brake linings, rotors, and drums; (h) sealed beams and LED or HID lamps and fog lights; headlamp and taillamp assemblies; (i) wiper blades, hoses, molded rubber, and rubber-like items; (j) clutch disc and linings, clutch pressure plate, clutch throw-out bearings, pilot bearings; (k) bent shift forks, stretched timing chains; and (l) cellular phones.

22. Any losses resulting from delays, labor strikes, loss of time, inconvenience, or other causes beyond the control of the Administrator or Licensed Repair Facility.

23. The repair or replacement of any Covered Component that has been damaged by a non-Covered Component or from an improper repair.

24. The repair or replacement of any non-Covered Component damaged as a result of the Failure of a Covered Component.

25. Vehicles registered or needing repairs or replacements outside of the contiguous United States, Alaska, or Hawaii.

26. Convertible top assemblies; television/VCR/DVD players; game centers; cumulative repair or replacement costs during the term of this Contract; audio/video equipment and audio/video accessories; all touch screen and/or voice activated accessories, including related display screens and heads up displays on windshields; electronic transmitting/receiving devices; voice recognition systems; remote control consoles; security systems; and radar detection devices. If You purchased the Luxury Electronics Package, items listed under the "Luxury Electronics Package" in the Optional Coverage section will be covered.

27. Any component or part of a component that enables a Vehicle to be propelled by any source of power other than gasoline, diesel fuel, or E85 ethanol. In addition, components belonging solely to any of the following (unless otherwise stated in this document): Hybrid Vehicles, Plug-in Hybrid Vehicles, Electric Vehicles, Extended-Range Electric Vehicles, or Hydrogen-Powered Vehicles. The Hybrid Battery is not covered in any instance.

28. All emission components. If You purchased the Emissions Package, items listed under the "Emissions Package" in the Optional Coverage section will be covered.

29. All Nissan CVT Transmissions regardless of model or year of manufacture.

30. Any Vehicles over 20 years of age at the time of contract purchase.

Tire

Stipulations noted under the "Exclusionary" heading in this section, "WHAT IS NOT COVERED," also apply to Your Vehicle's tires. In addition, the following tire- specific exclusions apply:

1. Destruction or damage to a tire due to off-road Vehicle use, construction site use, or an impact with an engineered obstruction in the highway or roadway (including, but not limited to curbs).

2. Any repair or replacement due to dry-rot, cracking, or peeling of tread.

SAMPLE

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS. PLEASE CALL 1-888-870-1336 FOR AUTHORIZATION AND INSTRUCTIONS. NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.

3. **Tires that prematurely fail because of overloading, improper loading, or improper inflation.**
4. **Used, retread, or remanufactured tires.**
5. **Tires that are not D.O.T. certified or that do not meet the specifications prescribed by the manufacturer of the Vehicle listed in this Service Contract.**
6. **Any Tire Failure occurring when any portion of the tread depth on the failed tire is 3/32 of an inch or less.**
7. **Tires transferred from another vehicle.**

G. WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN OR A TIRE FAILURE

1. Take immediate action to prevent further damage to **Your Vehicle**. Any damage resulting from continued operation of an impaired **Vehicle** will constitute failure to protect **Your Vehicle** and will not be covered under this **Service Contract**.
2. **You** may deliver **Your Vehicle** to the **Licensed Repair Facility** of **Your** choice. However, authorization must be obtained from the **Administrator** prior to any repair.
3. Present this **Contract** to the **Licensed Repair Facility**. The **Administrator** may also require **You** to provide the **Licensed Repair Facility** with proof of all relevant maintenance as expressed under "MAINTENANCE AND RECORDS".
4. Ensure that the **Licensed Repair Facility** contacts the Claims Department for instructions prior to any repairs. The Claims Department can be reached at **1-888-870-1336** from 8:00 A.M. – 12:00 P.M. and 1:00 P.M. – 6:00 P.M. (CST) Monday – Friday. AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
5. If **Emergency Repairs** are required, deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. On the next business day, report the repairs to the **Administrator** at **1-888-870-1336**. The **Administrator** will determine the reimbursement eligibility in accordance with the terms and conditions of this **Service Contract**.
6. In all instances, if **Your** repair is a **Covered Repair** or **Covered Tire Repair**, then **You** are required to pay the **Licensed Repair Facility** the deductible amount reflected on the first page of this **Contract**. In addition, **You** are also required to pay for anything not authorized by the **Administrator**.
7. 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**. Should a claim arise before this Contract is paid in full, the balance owed will be deducted from the claim payment.

H. WHAT THE ADMINISTRATOR WILL DO WHEN A CLAIM IS REPORTED

The **Administrator** will determine the extent of coverage, subject to the terms and conditions of this **Contract**. To that end, the **Administrator** will verify the **Failure** or **Tire Failure** with the **Licensed Repair Facility**, verify coverage, determine the **Cost** of the **Covered Repair or Covered Tire Repair** subject to the terms, conditions, and limitations of this **Contract**, and authorize the claim. The claim is not approved unless authorization numbers are given to the **Licensed Repair Facility**.

NOTE: (1) At the sole discretion of the **Administrator**, **Failed** parts or **Failed Tires** may be replaced with new parts or tires, remanufactured parts or tires, or used parts or tires of like kind and quality.

(2) **We** reserve the right to inspect **Your Vehicle** to verify **Failure(s)** or **Tires Failure(s)**. In addition, if a dispute arises between the **Licensed Repair Facility** and **Us**, **We** reserve the right to relocate **Your Vehicle** to a **Licensed Repair Facility** of **Our** choice. In the event the **Administrator** determines that a repair in question is not a **Covered Repair** or a **Covered Tire Repair**, then **You** are responsible for any cost incurred.

I. STATE SALES TAX

The payment of sales tax on **Covered Repairs** or **Covered Tire Repairs** will be made in accordance with the regulations of the Taxing Authority in the state where **Your Vehicle** has been repaired.

J. DEFINITIONS

- **ADMINISTRATOR**: **EB ADMINISTRATOR, LLC** 2248 Central Drive Suite 107-290 Bedford, Texas 76021-5843. 1-888-870-1336.
- **BUSINESS USE: Vehicles** used primarily for profit, such as repair work, route work, service work, and delivery. **Vehicles** used for farm work or oil field work are included under this definition and are eligible for coverage if their primary use is transportation and not off-road work. Other examples include, but are not limited to floral delivery, cable TV repair, plumbing, vending machine services, catering, medical supply delivery, home repairs, and realty services.
- **COST:** The customary and reasonable charges for the parts and labor necessary to repair or replace **Covered Components** or **Covered Tires**. **Cost** will not exceed the manufacturer's suggested retail (list) price for parts and labor will be verified by the standard version of the following nationally recognized labor guide: Alldata. The labor rate must be authorized by the **Vehicle** manufacturer for franchised dealers and cannot exceed the average retail rate charged by similar repair facilities in the same area. All charges are subject to the limits of liability, the terms and conditions of this **Service Contract**, and the **Administrator's**

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approval.

- **COVERED BREAKDOWN** or **COVERED MECHANICAL BREAKDOWN:** A **Breakdown** that is covered by this **Contract**.
- **COVERED PART(S)** and **COVERED COMPONENT(S):** Any part of the Vehicle listed herein as a Covered Part/Component and not excluded from coverage by this Service Contract.
- **COVERED REPAIR:** A repair to a **Covered Part/Component** that is authorized by the **Administrator**.
- **COVERED TIRE**: A tire that that conforms to **Vehicle** manufacturer's specifications and was D.O.T. approved at the time of sale, or any equivalent replacement tire on the **Vehicle** when it was delivered.
- **COVERED TIRE REPAIR**: A repair to a **Covered Tire** that is authorized by the **Administrator** as defined under **Tire Failure** or **Failed Tire(s)**.
- **EMERGENCY REPAIRS:** Repairs made outside of **Administrator's** business hours, which, if not performed, would impair the future operation of **Your Vehicle**, or render **Your Vehicle** inoperable or unsafe to drive.
- **FINANCE COMPANY:** Any financial institution providing financing for the purchase of this **Service Contract**.
- **LICENSED REPAIR FACILITY:** Any automotive repair facility that has been licensed to perform automotive repairs by the state in which it operates.
- **LUBRICATED PART:** A part that requires lubrication to function correctly.
- **MECHANICAL BREAKDOWN, BREAKDOWN, FAILURE, FAILS,** or **FAILED:** The inability of any **Covered Component(s)** that has received proper maintenance, as prescribed by this **Service Contract**, to function in the manner for which it was designed. This inability must be the result of defective material or faulty workmanship, not due to the gradual reduction in component performance through normal or excessive usage. In addition, a **Failed** part must be outside the allowable tolerances prescribed by the manufacturer to be deemed a **Failure**. This is distinguished from **Tire Failure**, as defined in this section.
- **ROAD HAZARD:** Potholes or debris on the surface of a road (such as nails, glass, rocks, or tree limbs) which may cause damage to your **Covered Tire**.
- **SELLING COMPANY:** The entity identified on the first page of this **Contract** from whom **You** purchased this **Service Contract**.
- **SERVICE CONTRACT** or **CONTRACT:** This document in its entirety, which explains the coverage and limitations afforded to **You**.
- **TIRE FAILURE** or **FAILED TIRE(S)**: The inability of any tire to function in the manner for which it was designed, either due to contact with a **Road Hazard**, a defect in materials, or faulty workmanship. This inability to function is not due to misuse or abuse, and specifically excludes normal and excessive wear and tear.
- **VEHICLE:** The **Vehicle** identified on the first page of this **Contract**.
- **WE, US, OUR: Advance Core Capital Inc.,** 2248 Central Drive Suite 107-290 Bedford, Texas 76021-5843. 1-800-481-1533.
- **YOU, YOUR, CONTRACT HOLDER, MY,** and **I:** The person(s) whose name is listed as the purchaser(s) of this **Service Contract**

K. CANCELLATION AND RENEWAL

1. YOU may cancel this **AGREEMENT** by returning it to the Seller or directly to **US**. If **YOU** cancel this **AGREEMENT** within the first thirty (30) days, **WE** will refund the entire **AGREEMENT** Purchase Price. If this **AGREEMENT** is canceled after the first thirty (30) days, **WE** will refund the unearned **AGREEMENT** Purchase Price to **YOU** calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the **AGREEMENT** was in force or the number of miles the **VEHICLE** was driven prior to cancellation. In the event of cancellation, the Lienholder identified on the **DECLARATION PAGE**, if any, will be named on a cancellation refund check as its interest may appear.
2. **WE** may cancel this **AGREEMENT** based on one or more of the following reasons: (A) non-payment of the **AGREEMENT** Purchase Price; (B) a material misrepresentation made by **YOU**; or (C) a substantial breach of duties by **YOU** under the **AGREEMENT** relating to the **VEHICLE** or its use. If this **AGREEMENT** is canceled by **US**, **WE** will refund the unearned **AGREEMENT** Purchase Price to **YOU** calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the **AGREEMENT** was in force or the number of miles the **VEHICLE** was driven prior to cancellation. In the event of cancellation, the Lienholder identified on the **DECLARATION PAGE**, if any, will be named on a cancellation refund check as its interest may appear.
3. If the **VEHICLE** and this **AGREEMENT** have been financed, the Lienholder shown on the **DECLARATION PAGE** may cancel this **AGREEMENT** for any reason they deem appropriate. This right to cancellation does not confer ownership of this **AGREEMENT** to the Lienholder or otherwise entitle the Lienholder to performance under this **AGREEMENT**.
4. If this **AGREEMENT** was financed or purchased on a payment plan (by a funding company) the Finance Company or Funding Company shall be entitled to any refunds resulting from the cancellation of this **AGREEMENT.** Failure to make monthly payments in a timely manner will result in the cancellation of this **AGREEMENT,** and you may owe a remaining balance to the lienholder**.**
5. If your contract included pre-paid maintenance, $100 of the total cost of the contract is applied to the pre-paid maintenance coverage, and is non-refundable.

SAMPLE

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-888-870-1336 FOR AUTHORIZATION AND INSTRUCTIONS. NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.

L. TRANSFER OF VEHICLE OWNERSHIP

If **You** sell **Your Vehicle** or if there is any change in the ownership of **Your Vehicle**, **You** may request to transfer the remaining coverage of this **Contract** to the new owner. This request must be submitted within fifteen (15) days of the change in **Vehicle** ownership. **You** must notify the **Administrator** of the transfer of ownership in writing and must include the following: a transfer fee of $50, the name and address of the new owner, and the mileage of the **Vehicle** at the time of transfer. The **Administrator** has the discretion to approve or reject your request to transfer coverage. Copies of all maintenance records showing oil changes and manufacturer's required maintenance must be given to the new owner. The new owner must retain these records and the **Vehicle** will still be subject to the maintenance requirements as specified in this **Contract** and by the **Vehicle** manufacturer. No handwritten receipts will be accepted. This **Contract** may not be transferred more than once, may not be assigned to another vehicle, and may not be transferred to a new or used vehicle dealer or anyone other than an individual purchasing **Your Vehicle** for personal use. If **You** sell **Your Vehicle,** or if there is any change in the ownership of **Your Vehicle** without notifying the **Administrator** as outlined in this section, this **Contract** will terminate**.**

M. 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, INCLUDING CLASS ACTIONS.

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. And '**We**" and "**Us**" shall mean the **Obligor** and **Administrator** identified above, and shall be deemed to include all of the following as intended beneficiaries of this Provision: its or their agents, affiliates, successors, and assigns, and any **Selling Company**, Finance Company, third-party marketer, retailer, or distributor of its products, and all of the dealers, owners, directors, officers, licensees, and employees of any of the foregoing entities. Any of the foregoing who are not parties to this **Service Contract** shall be deemed to be intended third party beneficiaries of this provision and may enforce its terms as if they were an actual party to this **Service Contract**.

You and **We** hereby agree that any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort, or otherwise; whether pre-existing, present or future claims; and including statutory, consumer protection regulatory, common law, intentional tort, injunctive, and equitable claims) between **You** and one or more of **Us**, including, without limitation, those arising out of or relating to this **Service Contract**, and the marketing, sales, and/or purchase thereof (any such dispute, a "Claim"), shall be resolved exclusively and finally by binding Arbitration before a single arbitrator.

In addition to Claims, the arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this Arbitration Provision, including any unconscionability challenge or any other challenge that the Arbitration Provision or the **Service Contract** is void, voidable, or otherwise invalid. The arbitrator is empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. 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. If **you** demand Arbitration first, you will pay any applicable filing fee. Upon written request, **we** will advance to **You** and/or pay any other fees of the AAA and of the arbitrator required under the applicable rules. The arbitrator will decide whether **You** or **We** will be responsible for these fees as part of their final decision and/or award. 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 Federal Arbitration Act will govern the interpretation and enforcement of this section. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision.

Notwithstanding the foregoing, if **your** Claim falls within the jurisdiction of small-claims court, **YOU** may elect to pursue your individual claim in small-claims court rather than Arbitration. The Arbitration or small-claims court proceeding will be limited solely to **your** individual dispute or controversy and will not include any putative class or representative claims.

This Arbitration Provision shall inure to the benefit of and be binding on **You** and **Us**, and this Provision shall continue in full force and effect—and shall survive—subsequent to and notwithstanding any cancellation, rescission, voiding, expiration, or termination of this **Service Contract** at any time. **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. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER YOU NOR WE 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.

N. CLASS ACTION

Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. An arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor

SAMPLE

make an award to any person or entity not a party to the Arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.

O. 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**.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:

You agree and acknowledge that **You** have paid an additional fee for this **Agreement** that is separate and apart from the purchase price **You** paid for the vehicle. Because of that separately stated consideration, **You** agree and acknowledge that this **Agreement** is not part of the basis of the bargain for **Your** purchase of the vehicle. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Agreement**, are not the supplier of the vehicle. Consequently, this **Agreement** is not a “written warranty” under the federal **Magnuson Moss** Warranty Act. As a result, this **Agreement** is not subject to the provisions of the **Magnuson Moss Warranty Act** that apply only to a “written warranty”.

P. FINANCED CONTRACTS AND REFUND PAYMENT AUTHORIZATION

The Provider and Administrator may rely upon documentation reasonably establishing the lender's or assignee's interest and shall have no liability to You for making payment in good faith to such lender or assignee.

FINANCED CONTRACTS: If the Purchase Price of this Agreement has been financed, in whole or in part, by a lender, finance company, creditor, or assignee holding a valid security interest or assignment of refund rights, any cancellation refund otherwise payable under this Agreement shall first be paid directly to such lender, finance company, creditor, or assignee to the extent of its outstanding financial interest. Any remaining refund balance shall be paid to You.

AUTHORIZATION TO PAY LIENHOLDER: By purchasing this Agreement, You acknowledge and agree that if this Agreement is financed, the Provider and Administrator are authorized and directed to pay any cancellation refund directly to the lender, finance company, creditor, or assignee having a valid security interest or assignment of refund rights. Such payment shall satisfy the Provider's obligation to refund that portion of the cancellation refund.

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AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-888-870-1336 FOR AUTHORIZATION AND INSTRUCTIONS. NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

THIS CONTRACT IS AMENDED TO COMPLY WITH THE FOLLOWING STATE REQUIREMENTS AND DISCLOSURES

ALABAMA

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: 1) nonpayment of the **Service Contract** price; or 2) material misrepresentation by **You** relating to the **Vehicle** or its use."

Within the "CANCELLATION AND RENEWAL" section of this Contract, the following sentence(s) is amended: "Cancellation Provisions", "If this Contract was mailed to You, You may cancel this Contract within the first twenty (20) days from the date of service and receive a full refund, including the activation fee, provided no claims have been filed. If this Contract is cancelled by You after the initial full refund period, or a claim has been filed, then You will receive a pro rata refund less an administrative fee of twenty-five dollars ($25.00) and less any claims paid. The refund due following the contract holder's cancellation during the initial free look period includes the activation fee and the monthly amount.

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

Within the "CANCELLATION AND RENEWAL" section of this **Contract,** the following sentence(s) have been removed: "We agree to pay on behalf of the **Selling Company**, the unearned refund based on consideration received from the **Selling Company**. The **Selling Company** agrees to pay the unearned portion of the commission originated from the sale of this **Service Contract**. Neither the **Selling Company's Administrator**, claims service, nor the **Selling Company's** insurer can be held liable for return of the **Selling Company's** commission or any part thereof as paid under this **Service Contract.**"

The arbitration shall be held in the county in which the contract holder lives and in the state of Alabama. Service contracts purchased in the state of Alabama shall be governed by the laws of Alabama.

ALASKA

Within the "ADMINISTRATOR OBLIGOR" section of this Contract, the following sentence(s) is amended: "If a covered service is not paid within thirty (30) days after proof of loss has been filed, **You** may file a claim with Illinois Insurance Company at the address listed above."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the Administrator", "The **Administrator** may cancel this **Contract** for: 1) nonpayment of the **Service Contract** price; 2) **Your** conviction of a crime which involves an act that increases a hazard covered by this **Contract**; 3) discovery of fraud or material misrepresentation by **You**, or a representative of **You**, in obtaining this **Contract** or in pursuing a claim under this **Contract**; 4) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this **Contract**; 5) physical changes in the **Vehicle** that result in the **Vehicle** becoming ineligible for coverage under this **Contract**; or

6) a substantial breach of contractual duties by **You** related to the covered **Vehicle**. If this **Contract** is cancelled by **Us**, written notice will be sent to **Your** last known address with at least five (5) days' prior notice before cancellation stating the effective date and reason of cancellation. Prior notice is not required for: 1) nonpayment of the **Service Contract** price; 2) discovery of fraud or material misrepresentation by **You**, or a representative of **You**, in obtaining this **Contract** or in pursuing a claim under this **Contract**."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less an cancellation fee of seven and a half percent (7.5%) of the **Unearned Provider Fee** and less any claims paid."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If this **Contract** is cancelled by **Us** at any time, any claims paid under this **Contract** will be deducted from any refund due to **You**.", "If this **Contract** is cancelled, and **Your** refund is not paid or credited within forty-five (45) days after the cancellation of this **Contract** by **Us**, or within forty-five (45) days after **You** return of this **Contract** to **Us**, a ten percent (10%) penalty of the unearned **Contract Price** will be added to the refund for each month the refund remains unpaid."

The "ARBITRATION" clause in this Contract will be replaced with the appraisal provision portion as such: If the insured and the insurer fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within 10 days of the written demand, the insured and insurer must notify the other of the competent appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than 15 days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding upon the insured and insurer. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon the insured and insurer. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict the rights of insureds or insurers or confer any rights to an insured or insurer.

SAMPLE

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-888-870-1336 FOR AUTHORIZATION AND INSTRUCTIONS. NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.

ARIZONA

All exclusions only apply to occurrences after the **Contract** sale date.

Within the "WHAT IS NOT COVERED" section of this Contract, the following sentence(s) is deleted: "Any Vehicle that has been repurchased by or had its price renegotiated with the manufacturer, or that has had the manufacturer's warranty revoked or voided."; "You may be required to provide an odometer statement at the time of sale of this Service Contract."; "Misrepresentation of the odometer reading either before or during the term of this Service Contract may void component coverage."

Within the "WHAT IS NOT COVERED" section of this Contract, the following sentence(s) is amended: "Any Vehicle with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, or fire)."; "Any Vehicle with an odometer that has been tampered with, altered, disconnected, or not maintained in working order by the Contract Holder during the term of this Contract."

This contract does not exclude pre-existing conditions "if such conditions were known or should reasonably have been known by the service company or the person selling the service contract on the service company's behalf"

Within the "CANCELLATION AND RENEWAL" section of this Contract, the following sentence(s) is amended: "Cancellation by the Administrator", "The Administrator may cancel this Contract for: 1) material misrepresentation by You; 2) substantial breaches of contractual duties, conditions, or warranties; or 3) for non-payment of the Service Contract price. The Administrator insurer, or its representatives may not cancel or void this Contract for reasons which are within the knowledge and/or control of the Selling Dealer including, but not limited to: pre-existing conditions; 2) prior use or the odometer has been tampered with prior to purchase; 3) misrepresentation by the Selling Dealer or its subcontractors; 4) ineligibility for the program, including gray market, high performance and GM diesel autos."

Within the "CANCELLATION AND RENEWAL" section of this Contract, the following sentence(s) is added: "Cancellation Provisions", "If this Contract is cancelled at any time, You will receive a pro rata refund less a cancellation fee of $75.00 OR 10% of the contract purchase price whichever is less.

Within the "WHAT IS NOT COVERED" section of this Contract, for Arizona residents, only those items that are specifically stated as excluded, will be excluded.

The Arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, YOU may contact the Arizona Department of Insurance and Financial Institutions Consumer Protection Division, 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007, Phone: 602-364-2499, Website: difi.az.gov

ARKANSAS

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "A cancellation fee of fifty dollars ($50.00) will be charged for all pro rata cancellations made by the **Contract Holder**."

CONNECTICUT

If applicable, arbitration and Resolution of Disputes for Connecticut Residents: If there is a dispute regarding the terms of this **Service Contract** or the coverage of any claim filed with **Us**, **We** will make a reasonable effort to resolve the dispute with **You**. If **We** are unable to resolve the dispute, **You** may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of **Your** covered **Vehicle**, the cost of any disputed repairs, and a copy of this **Service Contract** document. The complaint should be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. **Your** complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, **Your** complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless either party objects to binding arbitration of the dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to arbitration, the decision of the arbitrator will be binding on both parties. A more detailed description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code.

You have a right to cancel this **Service Contract** if **You** return the **Vehicle** or if the **Vehicle** is sold, lost, stolen or destroyed. This **Service Contract** does not include in-home service.

The costs of transporting the **Vehicle** will not be paid for by the **Administrator**.

Within the "AGREEMENT PERIOD" section of this **Contract**, the following sentence is added: "If this **Service Contract** is for less than one year of coverage, this **Contract** will be extended by the total number of days the **Vehicle** undergoes **Covered Repairs** at a **Licensed Repair Facility**. If this **Contract** expires while the **Vehicl**e is undergoing a **Covered Repair**, this **Contract** will be extended until **Covered Repairs** are complete."

The "CANCELLATION BY THE CONTRACT HOLDER" section is deleted and replaced with the following**: You** may cancel this **Service Contract** at any time by notifying the **Selling Company** or **Administrator** in writing. This notification must include this **Service Contract**. A notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** on the date of the cancellation request may also be required unless the vehicle is lost, stolen, or destroyed. In the event, that the consumer cannot provide an odometer reading, due to the vehicle being lost, stolen, or destroyed, then this clause does NOT apply in Connecticut.

SAMPLE

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-888-870-1336 FOR AUTHORIZATION AND INSTRUCTIONS. NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.

FLORIDA

The rate charged for this service is not subject to regulation by the office.

The CANCELLATION BY THE CONTRACT HOLDER section is deleted and replaced with the following**: You** may cancel this **Contract** by returning it to the Selling Company or 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 canceled by **You** within the first sixty (60) days, **We** will refund the entire **Contract** purchase price, less any claims paid and less a cancellation fee equal to five percent (5%) of the **Contract** purchase price or fifty dollars ($50), whichever is less. If this **Contract** is canceled after the first sixty (60) days, **We** will refund the unearned **Contract** Purchase Price to **You** calculated on a pro rata basis, less any claims paid. The refund will be equal to the lesser amount produced using either the number of days the **Contract** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee equal to five percent (5%) of the **Contract** Purchase Price or fifty dollars ($50), whichever is less. In the event of cancellation, the Finance Company identified on the first page of this Contract, if any, will be named on a cancellation refund check as its interest may appear.

The CANCELLATION BY THE ADMINISTRATOR section is deleted and replaced with the following: **We** may cancel this **Contract** based on one or more of the following reasons: (A) there has been a material misrepresentation or fraud at the time of sale of this **Contract;** (B) **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer; (C) the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or (D) for non-payment of the **Contract** purchase price by **You**, in which case **We** shall provide **You** with a notice of cancellation by certified mail. If this **Contract** is canceled by **Us**, **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 either the number of days the **Contract** was in force or the number of miles the **Vehicle** was driven prior to cancellation. In the event of cancellation, the Finance Company identified on the first page of this **Contract,** if any, will be named on a cancellation refund check as its interest may appear.

The TRANSFER OF VEHICLE OWNERSHIP section, is deleted and replaced with the following:

A completed transfer application and a forty ($40) transfer fee must be submitted to the **Administrator** within thirty (30) days of a change in ownership, along with the following:

1. A notarized copy of the documentation showing change of title and odometer reading;
2. Proof of maintenance recommended by the manufacturer; and
3. If the manufacturer's warranty requires a transfer, a copy of the completed transfer form.

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

The ARBITRATION PROVISION section of this Contract is stricken in its entirety.

GEORGIA

Within the "WHAT IS NOT COVERED" section of this Contract, the following sentence(s) is amended: "Any Vehicle with an odometer that has been tampered with, altered, disconnected or not maintained in working order by the Contract Holder. Misrepresentation of the odometer reading by You either before or during the term of this Service Contract may void component coverage."; "The repair or replacement of any Vehicle component which was not properly operating in accordance with the manufacturer's specifications known to You at the time this Service Contract was sold (i.e. pre-existing conditions)."; "Damage due to alteration, modification, or use of Your Vehicle in a manner not recommended by the manufacturer by You or with Your knowledge, including the use of "non-stock" or modified parts."

Within the "CANCELLATION AND RENEWAL" section of this Contract, the following sentence(s) is added: "Cancellation by the Administrator", prior written notice of cancellation will be sent to Your last known address at least thirty (30) days prior to cancellation by Us and thirty (30 days) for fraud or material misrepresentation and non-payment. Prior notice shall state the effective cancellation date and the reason for cancellation. If We cancel this Contract, You will be refunded a pro-rated amount of the Contract price, without any deductions."

For Cancellations by the CONTRACT HOLDER YOU, within the free look period, a full refund will be issued. For cancellations after the first 30 days (after the free look period) the refund will be issued on a pro rata basis less claims paid and less a cancellation fee not to exceed 10% of the pro rata refund amount.

Within the "CANCELLATION AND RENEWAL" section of this Contract, the following sentence(s) is added: "Cancellation by the Finance Company"," The Finance Company must hold a power of attorney in order to cancel this Contract due to Your default in Your obligations to such Finance Company."

For refunds by the contract holder during the free look period, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after receipt of the cancellation request.

The Arbitration Provision clause within the contract is NOT applicable in Georgia.

HAWAII

SAMPLE

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation; or (3) a substantial breach of contractual duties by **You** related to the covered **Vehicle** or its use."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

IDAHO

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

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "A cancellation fee of fifty dollars ($50.00) will be charged for all cancellations made by the **Contract Holder**."

ILLINOIS

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is added: "This **Contract** does not apply to any **Mechanical Breakdown** or **Failures** caused by normal and abnormal wear and tear."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled by **You** within the first thirty (30) days from the **Contract** sale date and no claims have been paid, then **You** will receive a full refund less a cancellation fee of fifty dollars ($50.00) or ten percent (10%) of the **Contract** price, whichever is less. If this **Contract** is cancelled by **You** after thirty (30) days past the **Contract** sale date or a claim has been paid, then **You** will receive a pro rata refund less a cancellation fee of fifty dollars ($50.00) or ten percent (10%) of the **Contract** price, whichever is less, and less any claims paid."

INDIANA

The Arbitration language found in the section J of this contract does not apply. Arbitration will be held in accordance with Indiana Code 34-57-1.

IOWA

If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the application for the **Administrator's** address and toll-free number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738, 515-281-5705.

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less a cancellation fee of seventy five dollars (75.00)."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If this **Contract** is cancelled by **You**, **We** will mail a written notice of termination to **You** with fifteen (15) days of the date of cancellation."; "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within thirty (30) days after the return of this **Contract** to **Us**."

LOUISIANA

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled by **You** within the first thirty (30) days from the **Contract** sale date and no claims have has been filed, then **You** will receive a full refund less a cancellation fee of fifty dollars ($50.00). If this **Contract** is cancelled by **You** after thirty (30) days past the **Contract** sale date or a claim has been filed, then **You** will receive a pro rata refund less a cancellation fee of fifty dollars ($50.00). Under no circumstances will the cost of claims paid or services provided be deducted from any refund."

MAINE

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, a claim has been filed, or this **Contract** is cancelled by **Us** for any reason other than for nonpayment of the **Contract** price, **You** will receive a one hundred percent (100%) pro rata refund of the unearned **Contract** price, less an administrative fee of ten percent (10%) of the **Contract** price."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty of the outstanding amount of the **Contract** price shall be added to the refund per month if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

SAMPLE

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS. PLEASE CALL 1-888-870-1336 FOR AUTHORIZATION AND INSTRUCTIONS. NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.

Within the "ARBITRATION" section of this **Contract**, the following sentence(s) is added: "For all Maine residents, this contract cannot be rescinded or voided by **Us**, however coverage may be cancelled or denied for fraud or material misrepresentation. Arbitration is permitted by mutual consent and takes place in the main county in which the policy was issued for delivery and local rules apply."

Within "ARBITRATION" section of this contract, the following sentence(s) is deleted: "Notwithstanding the foregoing, if your Claim falls within the jurisdiction of small-claims court, YOU may elect to pursue your individual claim in small-claims court rather than Arbitration. The Arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy and will not include any putative class or representative claims."

MARYLAND

Withing the "OBLIGOR" section of this **Contract**, the following sentence(s) is amended: "If the obligor fails to pay any **Claim** or make any refund or consideration within sixty (60) days after proof of loss has been filed, You may file a claim with Continental Indemnity Company at the address listed above."

Within the "AGREEMENT PERIOD" section of this **Contract**, the following sentence(s) is added: "This **Contract** will be extended by the total number of days the **Vehicle** undergoes **Covered Repairs** at a **Licensed Repair Facility**. If this **Contract** expires while the **Vehicl**e is undergoing a **Covered Repair**, this **Contract** will be extended until **Covered Repairs** are complete."

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "Any **Mechanical Breakdown** or **Failure** caused by (a) **Your** failure to provide the proper maintenance to the failed part or parts; (c) overheating, regardless of the cause of overheating; (d) incorrect, contaminated, or inadequate amounts of coolant, lubricants, or fluids; (e) accidental loss or damage, impact, collision or upset, falling missiles or objects, rust, corrosion, fire, theft, larceny, explosion, lightning, earthquake, wind storm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion; or (f) DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED VEHICLE."; "Any expenses associated with shop supplies, materials charges (i.e. miscellaneous items not directly associated with a covered repair), hazardous waste charges, diagnosis time (where a **Covered Breakdown** has not occurred), teardown (where a **Covered Breakdown** has not occurred), freight charges, or storage charges."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled by **You** within the first twenty (20) days from the **Contract** sale date and no claims have been filed, then **You** will receive a full refund. If this **Contract** is cancelled after twenty (20) days past the **Contract** sale date or after a claim has been filed, then **You** will receive a pro rata refund."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

Within the "DEFINITIONS" section of this **Contract**, the following sentence(s) is amended: "MECHANICAL BREAKDOWN, BREAKDOWN, FAILURE, FAILS, or FAILED:", "A breakdown would also be covered if it were caused by a **Covered Component** that failed due to normal wear and tear."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "If **You** do not receive **your** full refund (including seller commission due back to **You**), **You** can make the claim to the Insurer for any refund amount not paid within 60 days."

MASSACHUSETTS

NOTICE TO CUSTOMER: PURCHASE OF THIS **CONTRACT** IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE **YOUR VEHICLE**. 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**.

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation; or (3) a substantial breach of contractual duties by **You** related to the covered **Vehicle** or its use."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less a cancellation fee of seventy five dollars ($75.00)."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

The **Selling Company** is the entity obligated to provide services under this **Contract.**

MINNESOTA

Section 325F.662 of the Minnesota Statutes requires the **Selling Dealer** to provide **You** with an express warranty of a 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

SAMPLE

document furnished to **You** by the **Selling Dealer**. Any loss covered under the **Selling Dealer's** express warranty furnished pursuant to Section 325.F.662 is excluded from coverage under this **Contract** during the term of the express warranty unless the **Selling Dealer** becomes unable to meet its obligations, provided such loss is otherwise covered by this **Contract**. If **You** purchased a used **Vehicle**, upon request and payment of $10.00, the **Administrator** will provide a copy of the owner's manual to **You**.

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "Any **Vehicle** with an odometer that has been tampered with, altered, disconnected or not maintained in working order by the **Contract Holder**."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Prior notice will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us** if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation by **You**; or (3) a substantial breach of duties by **You** related to the covered **Vehicle** or its use. Prior notice shall state the effective cancellation date and the reason for cancellation."

MISSISSIPPI

The Arbitration provisions stated in this Contract does not apply to Mississippi residents.

MISSOURI

Within the **"**WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN" section of this **Contract**, the following sentence(s) is amended: "If **Emergency Repairs** covered by this **Service Contract** are required outside the **Administrator's** business hours, **You** should deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. As soon as reasonably possible, **You** should report the repairs to the **Administrator**. Emergency repairs are only those repairs, which, if not performed, would impair the future operation of **Your Vehicle**, or render it inoperable or unsafe to drive. Reimbursement for such repairs will not be considered outside of the aforementioned parameter or timeframe."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least forty-five (45) days prior to cancellation by **Us**."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled within the free look period (the first twenty (20) business days from the **Contract** sale date) and no claims have been filed, then **You** will receive a full refund. If this **Contract** is cancelled within the free look period (the first twenty (20) business days from the **Contract** sale date) and a claim has been filed, then **You** will receive a full refund less any claims paid under this **Contract**. If this **Contract** is cancelled after the free look period (the first twenty (20) business days from the **Contract** sale date), then You will receive a refund of one hundred percent (100%) of the unearned provider fee, less a cancellation fee of fifty dollars ($50) and less any claims paid under this **Contract**."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty of the outstanding amount of the **Contract** price shall be added to the refund per month if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

NEBRASKA

Residents are not required to resolve disputes by way of Arbitration. However, if You elect resolution by way of Arbitration, Arbitration will be in accordance with the arbitration section of this Contract.

NEVADA

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "Any **Vehicle** which has been repurchased by or had its price renegotiated with the manufacturer, or which has had the manufacturer's warranty revoked or voided. However, if the vehicle manufacturer's warranty becomes revoked or voided during the term of this **Contract**, this **Contract** will not deny all coverage. Rather, this **Contract** will exclude any coverage that would otherwise have been provided under the manufacturer's warranty. This **Contract** will continue to provide any coverage that would not otherwise have been provided under the manufacturer's warranty, unless such coverage is otherwise excluded by the terms of this **Contract**."; "Any **Mechanical Breakdown** covered by an insurance entity, the manufacturer's warranty/recall, or any component with a warranty or "repairer's guarantee" through a repair facility, until the limits of said insurance, warranty/recall or "repairer's guarantee" are reached or expired. However, any **Mechanical Breakdown** that is not covered under an insurance entity, warranty/recall or "repairer's guarantee" will be eligible for coverage, subject to the terms and conditions of this **Contract**. Additionally, if an insurance entity, the manufacturer, or repair facility notifies **You** that they will monetarily participate in a repair that has been authorized and paid by **Us**, then **We** will exercise **Our** right to recover the respective amount."

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: This **Contract** will not cover any unauthorized or non-manufacturer-recommended modifications to the **Covered Product**, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the **Covered Product** is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising there from, unless such coverage is otherwise excluded by the terms of this **Contract**.

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "Under

SAMPLE

no circumstances will the cost of claims paid or services provided be deducted from any refund."; "A ten percent (10%) penalty, based upon the **Contract** purchase price, per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."; "In the event this **Contract** is cancelled by **Us**, a cancellation fee will not be charged."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the Administrator", "No **Service Contract** that has been in effect for at least seventy (70) days may be canceled by the **Administrator** before the expiration of the agreed term or one (1) year after the effective date of the **Service Contract**, whichever occurs first, except on any of the following grounds: (a) Failure by the **Contract Holder** to pay an amount when due; (b) Conviction of the **Contract Holder** of a crime which results in an increase in the service required under the **Service Contract**; (c) Discovery of fraud or material misrepresentation by the **Contract Holder** in obtaining this **Service Contract**, or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by the **Contract Holder**; or (2) a violation by the **Contract Holder** of any condition of the **Service Contract** after the effective date of the **Service Contract** and which substantially and materially increases the service required under the **Service Contract**; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the **Service Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Service Contract** was issued or sold. Cancellation of this **Service Contract** may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to the **Contract Holder**."

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: Vehicles operated by more than one person or vehicles using multiple drivers over a period of time due to shift work. **For Nevada residents, the sentence only pertains to business use, not to families or family use.**

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was provided to **You, You** may cancel this **Contract** within the first thirty (30) days from the date of service also known as sale date and receive a full refund, including the activation fee, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, then You will receive a pro rata refund less a **cancellation** fee of twenty-five dollars **($25.00)** and less any claims paid. The refund due following the contract holder's cancellation during the initial free look period includes the activation fee and the monthly amount.

Within the "TRANSFER OF VEHICLE OWNERSHIP" section of this **Contract**, the following sentence(s) is amended: If **You** sell **Your Vehicle** or if there is any change in the ownership of **Your Vehicle**, **You** may request to transfer the remaining coverage of this **Contract** to the new owner. This request must be submitted within fifteen (15) days of the change in **Vehicle** ownership. **You** must notify the **Administrator** of the transfer of ownership in writing and must include the following: a transfer fee of $25, the name and address of the new owner, and the mileage of the **Vehicle** at the time of transfer. The **Administrator** has the discretion to approve or reject your request to transfer coverage. Copies of all maintenance records showing oil changes and manufacturer's required maintenance must be given to the new owner. The new owner must retain these records and the **Vehicle** will still be subject to the maintenance requirements as specified in this **Contract** and by the **Vehicle** manufacturer. No handwritten receipts will be accepted.

This **Contract** shall not be voided by Us unless You have committed fraud or material misrepresentation in obtaining this **Contract** or in presenting a claim for service thereunder.

In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the Nevada Division of insurance department at the following toll free number: 888-872-3234.

NEW HAMPSHIRE

In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire insurance department at the following address and toll free number: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301; 1-800-852-3416.

NEW JERSEY

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation or omission; or (3) a substantial breach of contractual obligations related to the covered **Vehicle** or its use."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less a cancellation fee of seventy five dollars ($75.00)."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty, based upon the **Contract** purchase price, per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

NEW MEXICO

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund,

SAMPLE

provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less a cancellation fee of seventy five dollars ($75.00)"

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty, based upon the

Contract purchase price, per month shall be added to the refund if it is not paid or credited within sixty (60) days after the return of this **Contract** to **Us**."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the Administrator", "No **Service Contract** that has been in effect for at least seventy (70) days may be canceled by the **Administrator** before the expiration of the agreed term or one (1) year after the effective date of the **Service Contract**, whichever occurs first, except on any of the following grounds: (a) Failure by the **Contract Holder** to pay an amount when due; (b) Conviction of the **Contract Holder** of a crime which results in an increase in the service required under the **Service Contract**; (c) Discovery of fraud or material misrepresentation by the **Contract Holder** in obtaining this **Service Contract**, or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by the **Contract Holder**; or (2) a violation by the **Contract Holder** of any condition of the **Service Contract** after the effective date of the **Service Contract** and which substantially and materially increases the service required under the **Service Contract**; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the **Service Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Service Contract** was issued or sold. Cancellation of this **Service Contract** may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to the **Contract Holder**."

This service contract is insured by **Continental Indemnity Company**. If the service contract provider fails to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to **Continental Indemnity Company 877-234-4420, 10805 Old Mill Road Omaha, NE 68154-2607**. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

NEW YORK

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel

this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less a cancellation fee of seventy five dollars ($75.00)"

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation; or (3) a substantial breach of duties related to the covered **Vehicle** or its use."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within thirty (30) days after the return of this **Contract** to **Us**."

NORTH CAROLINA

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is replaced: "Cancellation by the Administrator", "The **Administrator** may cancel this

Contract for nonpayment of premiums or for a direct violation of this Contract by You in which this Contract."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled by **You** at any time,

You will receive a pro rata refund, less any claims paid and a cancellation fee of ten percent (10%) of the pro rata refund."

OHIO

This Contract is not insurance and is not subject to the insurance laws of this state.

OKLAHOMA

For **Oklahoma residents**, the **OBLIGOR** of this contract is :
Advance Core Capital Inc 2248 Central Drive STE 107-290, Bedford Texas 76021. (Service Warranty Association OK. License # 521632873)
The **ADMINISTRATOR** of this contract is EB ADMINISTRATOR, LLC 2248 Central Drive STE 107-290, Bedford Texas, 76021. 888-870-1336
This Agreement is not a **contrac**t of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION Provisions** section is amended as follows: In the event **You,** the warranty holder, cancel this **Agreement**, return of the provider fee shall be based upon ninety percent (90%) of the unearned pro rata provider fee less the actual cost of any service provided under the service warranty contract.

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-888-870-1336 FOR AUTHORIZATION AND INSTRUCTIONS. NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.

SAMPLE

In the event **We** cancel this **Agreement**, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on Your behalf. **ARBITRATION** – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.
Within the "**TRANSFER OF VEHICLE OWNERSHIP**" section of this **Contract**, the following sentence(s) is amended: "Transfer Conditions", "This request must be submitted within thirty (30) days of the change in **Vehicle** ownership."

OREGON

All coverage and benefits provided under this **Contract** are guaranteed by the **Obligor**, **Advance Core Capital Inc.**

Within the "WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN" section of this **Contract**, the following sentence(s) is amended: "If emergency repairs covered by this **Service Contract** are required outside the **Administrator's** business hours, **You** should deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. As soon as reasonably possible, **You** should report the repairs to the **Administrator**."

Within the "WHAT THE ADMINISTRATOR WILL DO WHEN A CLAIM IS REPORTED" section of this **Contract**, the following sentence(s) is deleted: "In addition, if a dispute arises between the repair facility and **Us**, **We** reserve the right to relocate **Your Vehicle** to a repair facility of **Our** choice."

ADDITIONAL DISCLOSURE: Subject to ORS 36.600-36.740, If claim settlement cannot be reached, the parties may elect Arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the insured person. Arbitration takes place under the laws of the State of Oregon and is held in the insured's county or any other county in this state agreed to by both parties.

SOUTH CAROLINA

In the event of a dispute with the **Administrator** of this contract, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or (800) 768-3467.

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less a cancellation fee of seventy five dollars ($75.00)."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation; or (3) a substantial breach of duties related to the covered **Vehicle** or its use."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

TEXAS

Should a Complaint arise regarding this **Contract**, you may send your Complaint in writing to the **Administrator's** address listed within this **Contract**. Please identify the **Contract Holder**, Vehicle Identification Number (VIN) and **Contract** number listed at the top of this **Contract** within **Your** complaint. Complaints will be handled individually and without prejudice. All unresolved complaints concerning **Us** or questions concerning the regulation of service agreement administrators may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, Tel. (800) 803-9202.

Pursuant to Section 1304.158, **You** may request reimbursement directly from the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the

Contract is returned to the **Administrator**.

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) fraud or material misrepresentation by **You**; or (3) a substantial breach of duties by **You** related to the covered **Vehicle** or its use."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled before the thirty-first (31st) day from the **Contract** sale date, then **You** will receive a full refund less any claims paid under this **Contract**. If this **Contract** is cancelled on or after the thirty-first (31st) day from the **Contract** sale date, then **You** will receive a pro rata refund, less any claims paid under this **Contract** and a cancellation fee of fifty dollars ($50)."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten

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percent (10%) penalty of the outstanding amount will be added to **Your** refund for each month **Your** refund remains unpaid."

UTAH

This **Service Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association.

The **Contract** purchase price is payable, in full, at the time of purchase.

Within the "ADMINISTRATOR OBLIGOR" section of this **Contract**, the following sentence(s) is amended: "Obligations of the **Provider** under this **Service Contract** are guaranteed under a **Service Contract** reimbursement insurance policy. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the **Contract Holder** is entitled to make a claim directly against the Insurance Company."

Within the "WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN" section of this **Contract**, the following sentence(s) is amended: "If emergency repairs covered by this **Service Contract** are required outside the **Administrator's** business hours, **You** should deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. As soon as reasonably possible, **You** should report the repairs to the **Administrator**. Failure to notify the **Administrator** within the time specified herein does not invalidate **Your** claim if **You** can demonstrate that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible. If **You** cannot demonstrate that it was not reasonably possible to give notice or file the proof of loss within the prescribed time, reimbursement for repairs outside of the aforementioned parameter or timeframe will not be considered."

Within the "DEFINITIONS" section of this **Contract**, the following sentence(s) is deleted: "**EMERGENCY REPAIRS**: Repairs made outside of **Administrator's** business hours, which, if not performed, would impair the future operation of **Your Vehicle**, or render **Your Vehicle** inoperable or unsafe to drive."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "The **Administrator** of this **Service Contract** may cancel this **Contract** with written notice to the **Your** last known address with at least thirty (30) days' notice of such cancellation for the following reasons: (1) material misrepresentation related to the **Vehicle**; (2) substantial change in the risk assumed, unless the **Administrator** has reasonably foreseen the change or contemplated the risk when entering into this **Service Contract**; or (3) a substantial breach of contractual duties, conditions, or warranties by **You** relating to the **Vehicle**. A ten (10) day notice will be given for non- payment cancellations."

ARBITRATION section is amended to include the following: Any matter in dispute between **You** and **Us** 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 **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 judgement in any court of proper jurisdiction.

VERMONT

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled by **You** within the first twenty (20) days from the **Contract** sale date and no claims have been filed, then **You** will receive a full refund. If this **Contract** is cancelled by **You** after twenty (20) days past the **Contract** sale date or after a claim has been filed, then **You** will receive a pro rata refund."

VIRGINIA

If any promise made in the contract 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 to file a complaint.

WISCONSIN

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

Any reference to SUBROGATION is amended as follows: Any rights of subrogation by the **Administrator** will only apply after the **Contract Holder** has been made whole.

Within the "WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN" section of this **Contract**, the following sentence(s) is amended: "If emergency repairs covered by this **Contract** are required outside the **Administrator's** business hours, **You** should deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. As soon as reasonably possible, **You** should report the repairs to the **Administrator**. Emergency repairs are only those repairs, which, if not performed, would impair the future operation of **Your Vehicle**, or render it inoperable or unsafe to drive. Reimbursement for such repairs will not be considered outside of the aforementioned parameter or timeframe. Failure by the **Contract Holder** to give notice or proof within the time required by the **Service Contract** does not invalidate or reduce the claim unless **We** are prejudiced by the failure to give notice."

Within the "WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN" section of this **Contract**, the following sentence(s) is added: "NOTE: In any instance, failure to obtain authorization prior to having repairs made will not invalidate or reduce a claim unless the **Administrator** is prejudiced by the **Contract Holder's** failure to obtain authorization."

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AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-888-870-1336 FOR AUTHORIZATION AND INSTRUCTIONS. NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the Administrator", The **Administrator** may cancel this **Contract** for: (1) non-payment of the provider fee; (2) material misrepresentation by **You** to **Us**; or (3) substantial breach of duties by the **You** relating to the covered **Vehicle** or its use. If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund. A cancellation fee of seventy five dollars ($75.00) or ten percent (10%) of the **Contract** price, whichever is less, will apply to all pro rata cancellations made by the **Contract Holder**. Under no circumstances will the cost of claims paid or services provided be deducted from any refund."

Within the "CANCELLATION AND RENEWAL" section of this Contract, the following sentence(s) is added: "Cancellation Provisions", "In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the contract, a service contract holder shall be entitled to cancel the service contract and receive a pro rata refund of any unearned provider fee, less any claims paid. In this case, the refund should be calculated as written in (18) of the law."

ADDITIONAL DISCLOSURES: The Arbitration provisions outlined in Arbitration Section does not apply to Wisconsin residents.

For Wisconsin residents**:** In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the contract, a service contract holder shall be entitled to cancel the service contract and receive a pro rata refund of any unearned provider fee, less any claims paid. In addition, service contracts shall require the provider to permit the service contract holder to return the service contract within 20 days of the date the service contract was mailed to the service contract holder, or within 10 days of delivery if the service contract is delivered to the service contract holder at the time of sale, or within a longer period permitted under the service contract. Upon return of the service contract to the provider within the applicable period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, the full purchase price of the service contract. Unless otherwise stated in a service contract, the right to void a service contract under this paragraph is not transferable and shall apply only to the original service contract purchaser. If a provider does not pay or credit a refund within 45 days after the return of a service contract to the provider, the provider shall pay a 10 percent per month penalty of the refund amount outstanding which the provider shall add to amount of the refund.

CANCELLATION section is amended as follows: We may only cancel for nonpayment, material misrepresentation, or substantial breach of duties.

WYOMING

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the Finance Company", "**You** hereby authorize the **Finance Company** to cancel this **Contract** on **Your** behalf in the event: (1) **Your Vehicle** is repossessed, or (2) **Your Vehicle** is declared a total loss. In addition, **You** authorize the **Finance Company** to be listed as a joint payee and to receive any refund in the event this **Contract** is cancelled."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least ten (10) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation by **You** to **Us**; or (3) a substantial breach of duties by **You** related to the covered **Vehicle** or its use."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund."

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

ADDITIONAL DISCLOSURES: The Arbitration provisions outlined in Arbitration Section does not apply to Wyoming residents.

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AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
PLEASE CALL 1-888-870-1336 FOR AUTHORIZATION AND INSTRUCTIONS. NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION.