

In-Service Date	12/31/2017
Dealer Code	74830



Contract Number	3276312
Contract Sale Date	12/27/2018

### Proof of Registration

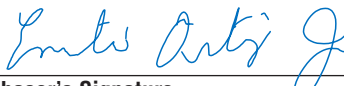
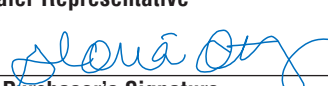
Purchaser EMILIO C ORTIZ		Co-Purchaser GLORIA HERNANDEZ ORTIZ		Phone (361) 575-8531	
Address 554 DAVIS LN		City VICTORIA		State TX	Zip 779055705
Purchaser's E-mail Address			Co-Purchaser's E-mail Address		
Single Payment Price \$2,626.00	Vehicle ID No. (17 Digits) 2G1125S34J9135940	Odometer Mileage 31,352	Year 2018	Make CHEV	Exact Model IMPALA
		Class 6	Vehicle Sales Price \$23,500.00		

MasterTech Limited Warranty Information (If Applicable)			Deductible Options (New and Pre-Owned Vehicles)		
Limited Warranty Number	Term Months	Term Miles	If no box is marked, the deductible will be \$100/\$50 (\$50 at Selling Dealer)		
<b>Contract Terms of Coverage</b> <input checked="" type="checkbox"/> <b>New Coverage</b> <input type="checkbox"/> <b>Pre-Owned Coverage</b>			<input checked="" type="checkbox"/> <b>\$100/\$50 (\$50 at Selling Dealer)</b> <input type="checkbox"/> \$100/\$0 (\$0 at Selling Dealer) <input type="checkbox"/> \$200/\$100 (\$100 at Selling Dealer) <input type="checkbox"/> \$0 Anywhere <input type="checkbox"/> \$100 Anywhere <input type="checkbox"/> \$250 Anywhere		
Contract Months 72	Contract Miles 100,000				

Coverage Type – Mark Appropriate Box to Select Coverage Type					
<input type="checkbox"/> <b>Ultra</b> (Exclusionary)	<input checked="" type="checkbox"/> <b>Ultra Wrap</b> (Exclusionary, New Only)	<input type="checkbox"/> <b>Elite</b> (Comp. 1-11)	<input type="checkbox"/> <b>Premier</b> (Comp. 1-9)	<input type="checkbox"/> <b>Secure</b> (Comp. 1-8)	<input type="checkbox"/> <b>Primary</b> (Comp. 1-3)
<input checked="" type="checkbox"/> <b>Factory Certified</b>	<input type="checkbox"/> <b>Payment Plan</b>	<input type="checkbox"/> <b>MasterTech Certified</b>	<input type="checkbox"/> <b>Service Drive Sale</b>	<input type="checkbox"/> <b>Extension Contract</b>	<input type="checkbox"/> <b>Suspension Modification</b>

Dealer Information		Lienholder Information (If Applicable)	
Issuing Dealer ATZENHOFFER CHEVROLET COMPANY INC 74830		Lienholder Name GM FINANCIAL	
Address PO BOX 2509		Lienholder Address PO BOX 182673	
City / State / Zip VICTORIA, TX 77902-0000	Phone (361) 578-0181	City / State / Zip ARLINGTON, TX 76096	Phone (800) 920-0477

By signing, **You** acknowledge that **You** have received this **VSC**, that **You** have read, understood, and accepted its terms and provisions as a complete statement of **Your** coverage and rights, and that **You** are not relying on any writings or any other representations or promises other than this **VSC**. By signing, **You** further understand that **The Purchase of This VSC is Not Required in Order to Obtain Financing for the Covered Vehicle**. Your **VSC** contains an arbitration clause that may affect **Your** legal rights, unless **You** live in a state that prohibits such provisions. Please review the arbitration in its entirety as well as the **VSC** for **Your State Disclosure** to determine whether **Your** legal rights are affected.

<input checked="" type="checkbox"/> 	12/27/2018	<input checked="" type="checkbox"/> 	12/27/2018
Purchaser's Signature	Date	Co-Purchaser's Signature	Date

To file a **Claim**, **You** must contact the **Administrator**, which is listed in the **Administrator** section, at **1-800-964-4811**. Our obligations under this **VSC** are insured under an insurance policy issued by American Bankers Insurance Company of Florida (ABIC), 11222 Quail Roost Drive, Miami, Florida 33157. In the event **We** cease to operate, are bankrupt, or fail to pay or provide service within sixty (60) days after proof of loss has been filed, **You** may file a **Claim** directly with ABIC. To do so, please call ABIC at the following toll-free number for instructions: 1-866-306-6694.

### Administrator

**We** have retained the services of an **Administrator** for this **Contract**. Submit all **Claims** information requests to **American Financial Warranty Corporation**, P.O. Box 7719, The Woodlands, Texas 77387, **1-800-964-4811**. In Florida, the **Administrator** is United Service Protection, Inc., P.O. Box 20949, St. Petersburg, FL 33742, **1-800-964-4811**, Florida License #6001600. In Arizona and Wisconsin, the **Administrator** is Federal Warranty Service Corporation, P.O. Box 105695, Atlanta, GA 30348-5695, **1-800-964-4811**. In Utah, the **Administrator** is American Financial & Automotive Insurance Services, 24 Waterway Avenue, Suite 900, The Woodlands, TX 77380, **1-800-967-3633**.

Payment of the appropriate cost(s) related to this **Vehicle Service Contract** must be made at the time of sale, or no coverage will be provided by this **Contract**. To learn more about how American Financial Warranty Corporation uses **Your** information, please visit their website at [www.AFASinc.com](http://www.AFASinc.com).

To learn more about the General Privacy Policy of the Assurant Solutions companies: Assurant Service Protection, Inc., Federal Warranty Service Corporation, United Service Protection Corporation, and United Service Protection Inc., please visit <http://www.assurantsolutions.com/privPolGeneral.html>.

The **Administrator** uses and protects any information that **You** provide when **You** enter into this **Contract**. The **Administrator** may do the following

with information included in this **Contract**: internal **Claims** administration; provide **Your** information to the insurance provider and/or **Obligor** for additional **Claims** administration functions; use information to improve products and services; use **Your** information for internal market research. The **Administrator** has implemented procedures to safeguard information collected in this **Contract**. Images of this **Contract** will be stored digitally on secure servers. Digital images will be substituted for **Administrator's** physical copy of the **Contract**. The **Administrator** intends to store all digital images for a period of up to seven (7) years or through the expiration of the **Contract**, whichever is greater.

THIS IS NOT AN INSURANCE POLICY, WARRANTY, OR GUARANTEE. UNLESS OTHERWISE REGULATED UNDER STATE LAW, THE CONTENTS OF THIS **VSC** SHOULD BE INTERPRETED AND UNDERSTOOD WITHIN THE MEANING OF A "**SERVICE CONTRACT**" IN PUBLIC LAW #93-637. THIS **VSC** IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT DOES PROVIDE CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS **CONTRACT**.

### Definitions

This **Contract** contains several words and phrases denoted by bold print that have particular meaning and appear throughout this **Contract**:

**"Administrator"** – means the organization that **We** have retained to provide **Claim** and administration services for **Our Vehicle Service Contract** program. Unless stated as **Obligor** in the **Contract Provisions** section, the **Administrator**, its agents, and assigns are not party to this **Contract** and have no liability to **You** under the terms of this **Contract**.

**"Claim"** – means a demand by **You** for benefits under this **Contract**.

**"Contract Sale Date"** and **"Contract Odometer Mileage"** – mean the sale date of this **Contract** to **You** and the mileage on **Your Vehicle's** odometer on that date. This date might not be the date **You** purchased **Your Vehicle**. **You** may not **Claim** reimbursement for any charges or **Cost(s)** that **You** incurred prior to the **Contract Sale Date** or **Contract Odometer Mileage**.

**"Coverage Type"** – means the **Coverage Type** selected by **You** on the **Proof of Registration** and detailed in the **Coverage** section.

**"Covered Part(s)"** – means any of the parts of **Your Vehicle** listed in the **Coverage** section that are subject to conditions and exclusions listed in the **Non-Covered Parts and Services** and **Non-Covered Conditions** sections.

**"Covered Vehicle"** – means the eligible **Vehicle** identified on the **Proof of Registration**.

**"Dealer"** – means the automobile dealer or lessor from whom **You** purchased or leased **Your Vehicle** and is referred to as either the **Issuing Dealer** or **Selling Dealer/Agent** on the **Proof of Registration**.

**"Deductible"** – means the portion of the **Repair Cost(s)** that **You** must pay as stated on the **Proof of Registration**. All **Deductibles** are per repair visit. The **Deductible** does not apply to rental reimbursement, towing, or roadside assistance.

**"Full Factory Warranty"** – means the manufacturer's warranty that is provided at no additional cost to **You**, which covers repairs to any **Vehicle** defect related to material or workmanship. This includes the manufacturer's extended powertrain warranty or the limited warranty coverage provided by the **Issuing Dealer** and any additional benefits provided to the owner.

**"In-Service Date"** – means the new **Vehicle's Factory Warranty** start date or the new **Vehicle's** first day of use, whichever occurs first, regardless of the **Contract Sale Date**. If the correct **In-Service Date** is not provided, the **In-Service Date** will automatically become the correct **In-Service Date**. This date might not be the date **You** purchased **Your Vehicle**. If the correct **In-Service Date** cannot be obtained, the **In-Service Date** will become January 1st of the **Vehicle's** model year. The correct **In-Service Date** must be provided and verified prior to the sale of Ultra Wrap coverage since this is the date that coverage begins.

**"Mechanical Breakdown"** and **"Breakdown"** (does not apply to Secure or Primary) – mean a failure of a **Covered Part** or faulty workmanship as supplied by the manufacturer. A **Covered Part** has failed when it can no longer perform the function for which it was designed.

**"Mechanical Breakdown"** and **"Breakdown"** (applies to Secure and Primary only) – mean a failure of a **Covered Part** or faulty workmanship as supplied by the manufacturer. A **Covered Part** has failed when it can no longer perform the function for which it was designed. However, it does not include: (a) wear and tear on **Covered Parts** or components that have not experienced a **Breakdown**, (b) the gradual reduction of operating performance caused by wear and tear or usage of parts or components, or (c) damages caused by the breakage or failure to function of non-covered components or parts.

**"New Coverage"** – means coverage on a new or previously titled **Vehicle** that qualifies for new **Vehicle Contract** terms based on the program eligibility guidelines at the time of the **Contract Sale Date** and the **Contract Odometer Mileage**. **New Coverage** does not indicate whether or not the **Vehicle** has been previously owned, sold, or titled.

**"Obligor"** – means the entity identified in the **Contract Provisions** or **State Disclosure Section** obligated to perform under this **Contract**.

**"Pre-Owned Coverage"** – means coverage on any eligible **Vehicle** other than a **Vehicle** that qualifies for **New Coverage**.

**"Repair Cost(s)"** and **"Cost(s)"** – mean the authorized labor and parts amount charged by **Your Selling Dealer** or an authorized **Repair Facility** to repair or replace **Covered Parts** as required due to a **Breakdown** (subject to the terms and conditions of this **Contract** and as authorized by the **Administrator**). **Parts Cost(s)** are limited to suggested retail prices of **Your Vehicle's** manufacturer. Replacement will be made with new, remanufactured, or parts of like kind and quality, and compatible with the **Covered Vehicle's** specification(s). All parts replaced will be covered under the terms and conditions hereof for the remaining term and/or mileage of this **Contract** as contained herein.

**"Repair Facility"** – means a licensed **Repair Facility** authorized by the **Administrator** to perform repair services under this **Contract**.

**"State Disclosure Section"** – means a section of this **Contract** with provisional changes in order to comply with the laws of the State where **You** purchased **Your Contract**. **Any Changes Listed in the State Disclosure Section Supersede the Rest of This Contract**.

**"Vehicle Service Contract"** or **"VSC"** – means this **Contract**.

**"We," "Us," and "Our"** – mean the **Obligor** of this **Contract**, as stated below in the **Contract Provisions** section.

**"You"** and **"Your"** – mean **You**, the purchaser of the **Vehicle** described on the **Proof of Registration**.

### Contract Provisions

1. **Your Vehicle Service Contract (VSC)** is between **You** (the purchaser) and **We, Us, or Our** (the **Obligor**) of this **VSC**.

**We, Us, and Our** – mean Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-800-685-3034 for **Vehicle Service Contracts** issued in all states, except California, Louisiana, and Washington where the **Obligor** is United Service Protection Corporation, P.O. Box 21647, St. Petersburg, FL 33742, 1-800-685-3034; in Florida where the **Obligor** is United Service Protection Inc., P.O. Box 21647, St. Petersburg, FL 33742, Florida License #60016, 1-800-685-3034; in Oklahoma where the **Obligor** is Assurant Service Protection, Inc., P.O. Box 21647, St. Petersburg, FL 33742, 1-800-685-3034; and in Massachusetts where the **Obligor** is **Your Issuing Dealer**.

2. **Contract Agreement:** **We** will reimburse **You** or an authorized **Repair Facility** for the **Cost(s)** to repair or replace **Covered Parts** or components that fail due to a **Mechanical Breakdown**, less the **Deductible**, providing that **We** have authorized the repair prior to the work being done and have received the required paperwork, signed by **You**, after the repairs have been completed. **You** are responsible for any charges for

diagnostic and/or tear down procedures if it is determined that there is not a covered **Mechanical Breakdown**. You are also responsible for any charges for parts, labor, rental, towing, or other services beyond those authorized by **Us** or the **Administrator**. Any **Claim(s)** arising from conditions occurring prior to the issuance of this **Contract** are not covered.

3. **Your VSC** provides coverage only for the **Covered Vehicle** described on the **Proof of Registration** and for a **Mechanical Breakdown** occurring only in the United States and Canada. COVERAGE BEGINS ONLY AFTER EXPIRATION OF ANY APPLICABLE REPAIRER'S, FACTORY, MANUFACTURER'S WARRANTY, or **Your Limited Warranty** provided by the **Issuing Dealer** OR GUARANTY FOR THE **COVERED VEHICLE, PART, OR COMPONENT** THEREOF. The provisions for **Additional Benefits** shall apply during the period of the manufacturer's warranty so long as the **Breakdown** or failure is covered by this **Contract**. The **Vehicle** must be in good working condition at the time of sale.
4. **Contract** Terms of Coverage: This **Contract** provides coverage only for the **Contract Months** or **Contract Miles**, whichever occurs first, indicated on the **Proof of Registration**.  
The **New Coverage Contract** term begins on the **Contract Sale Date** and at the **Contract Odometer Mileage** (does not apply to Ultra Wrap coverage). The **Contract Months** and **Contract Miles** that **You** have selected are added to the **Contract Sale Date** and the **Contract Odometer Mileage** to determine the expiration date and expiration mileage.  
The Ultra Wrap **New Coverage Contract** term begins on the **In-Service Date** and at zero (0) miles. The **Contract** term expires when the **Covered Vehicle's** accumulated time or mileage, whichever occurs first, reaches the limit of the **Contract** term.  
The **Pre-Owned Coverage Contract** term begins on the **Contract Sale Date** and at the **Contract Odometer Mileage**. The **Contract Months** and **Contract Miles** that **You** have selected are added to the **Contract Sale Date** and the **Contract Odometer Mileage** to determine the expiration date and expiration mileage.
5. **Limit of Liability:** **Our** liability for any repair visit is limited to the authorized **Cost(s)** of repair or actual cash value of the **Covered Vehicle**, at the time of **Breakdown**, not considering the loss of value due to the **Breakdown** of a **Covered Part**, whichever is less. The total amount that **We** will reimburse for all **Claims** paid and/or payable throughout the **Contract** term shall not exceed the price **You** paid for **Your Covered Vehicle**. In the event that the Vehicle Sales Price is not provided or this **Contract** was purchased after the **Sale Date** of the **Vehicle**, the total limit of liability will be the actual cash value of the **Vehicle** on the **Contract Sale Date**.
6. **Vehicle Maintenance:** **You** must maintain and service **Your Vehicle** as recommended by the manufacturer at **Your** expense. **You** must keep verifiable receipts showing dates, mileage, vehicle identification number, and services performed on **Your Vehicle** when presenting a **Claim**. Required maintenance service may be performed by any qualified service facility; if **You** perform **Your** own service, **You** must retain verifiable receipts showing the purchase of all required materials necessary to perform the required maintenance and a log showing the dates and mileage each service was performed. FAILURE TO MAINTAIN YOUR VEHICLE AS RECOMMENDED BY THE MANUFACTURER WILL VOID COVERAGE.
7. **YOU MUST OBTAIN AUTHORIZATION FROM THE ADMINISTRATOR PRIOR TO THE PERFORMANCE OF ANY REPAIR.** FAILURE TO OBTAIN PRIOR AUTHORIZATION MAY VOID COVERAGE AND RESULT IN A NON-COVERED REPAIR. If an emergency occurs that requires a repair to be made at a time when the **Administrator's** office is closed and prior authorization for the repair cannot be obtained, **You** should follow the **Procedures in the Event of Breakdown** and contact the **Administrator** for **Claims** instructions during normal business hours.
8. The **Administrator** may cancel this **Contract** within thirty (30) days from the **Administrator's** receipt for a full refund if the **Covered Vehicle** is not an eligible **Vehicle**.
9. **Contract** Changes: If any information contained on the **Proof of Registration** is in error, **You** must contact the **Administrator** immediately. If **You** change the term of **Your Vehicle's** factory warranty, **You** must notify the **Administrator** of this change immediately. The **Administrator** may change this **Contract** by endorsement and provide **You** with a copy of this endorsement. This **Contract** may only be changed by endorsement issued by the **Administrator**.
10. **You** are responsible for the transfer and payment of applicable transfer fees to retain all manufacturer's warranties available on the **Vehicle**. Failure to transfer the manufacturer's warranty can result in nonpayment of a **Claim** if the manufacturer's warranty would normally have been in effect if the transfer had been made.
11. If an e-mail address is provided on the **Proof of Registration**, **We** and the **Administrator** may communicate via e-mail with **You** concerning this **Contract** or other products or services offered by the **Issuing Dealer**, **Administrator**, or **Us**, unless **You** notify **Us** in writing to the contrary.

#### Non-Covered Parts and Services

During the term of this **Contract**, **You** must pay to replace, repair, and maintain certain parts on **Your Vehicle** that are not **Covered Parts** under the terms and conditions of this **Contract**. **Non-Covered Parts** and **Non-Covered Services** are listed below. If a part serves the same function as a **Non-Covered Part**, it is also a **Non-Covered Part**. If a repair or maintenance procedure produces the same result as **Non-Covered Service**, it is also a **Non-Covered Service**. The maintenance services and parts described in the **Contract Provisions** section that are required by **Your Vehicle's** manufacturer are not covered. Other non-covered normal maintenance services and parts include but are not limited to: engine tune-up, suspension alignment, wheel balancing, filters, lubricants, belts, hoses, engine coolant, fluids, spark/glow plugs, brake pads, linings, and shoes.

##### Non-Covered Parts:

- |                |                                 |   |   |
|----------------|---------------------------------|---|---|
| • Trim         | • Light bulbs                   | • Physical damage   | • Non-factory installed telematics, infotainment, or smart phone integration systems                |
| • Glass        | • Light emitting diodes/devices | • Hinges  | • Sunroof track and mechanisms  |
| • Tires        | • Upholstery                    | • Cellular/satellite devices                                | • Any part not listed as covered in the Coverage section (Elite, Premier, Secure, and Primary only) |
| • Paint        | • Carburetor                    | • Non-factory installed audio, video, or navigation systems | • Engine, transmission, and drive axle (Ultra Wrap only)  |
| • Lenses       | • Bright metal                  | • Manual clutch disc, pressure plate, and throw out bearing |   |
| • Battery      | • Exhaust system                | • Engine cradle and body parts                              |   |
| • Moldings     | • Brake rotor/drums             |   |   |
| • Sealed beams | • Rust/corrosion                |   |   |

**Excess Charges:** **You** are responsible for any charges for diagnostic and/or tear down procedures that are not listed or are in excess of the times listed in the authorized current year's national flat-rate hourly labor guide. **You** are also responsible for any charges for parts, labor, rental, towing, or other services beyond those authorized by the **Administrator** to repair a **Breakdown** of **Your Vehicle**.

#### Non-Covered Conditions

This **Contract** does not cover nor apply to the following:

1. Any **Mechanical Breakdown** or failure for which the manufacturer of **Your Vehicle** is responsible under its warranty, whether or not the manufacturer's warranty has been transferred to subsequent owners, or under the repairer's guarantees. This includes the manufacturer's extended powertrain warranty coverage or the limited warranty coverage provided by the **Issuing Dealer** and additional benefits provided to the owner.
2. Any loss or expense that is the direct result of a mechanical or structural defect for which the manufacturer has formally announced its financial



responsibility by any means or by a recall for the purpose of correcting such defect, except that We will reimburse You the difference between any Deductible charged by the manufacturer and the Deductible contained herein, if applicable. The provisions for rental reimbursement and towing shall apply during the period of the manufacturer's recall so long as the Breakdown or failure is covered by this Contract.

3. Any loss or damage due to collision, falling object, theft, attempted theft, fire, sludge buildup, fluid contaminations, larceny, explosion, malicious mischief, vandalism, riot or civil commotion, acts of God, flood or freezing, water leaks, wind noise, water ingestion resulting from the ingestion of water through the engine air intake system, for any mechanical problems that existed prior to the purchase of this agreement, acts of nature, and events beyond Our control.
4. Misuse or abuse: negligence, modification, alteration, tampering, disconnection, adjustments, improper adjustments or repairs, stripped/cross threaded bolts, installation of parts not equivalent in quality and design to parts supplied by manufacturer, and add-on parts or related damages. This includes any mechanical or electrical alterations made to the Vehicle including, but not limited to, the use of oversized tires or wheels, installation of header pipes or lift kits, and removal of any emission control system parts. Modification/alteration to the suspension is not allowed unless the appropriate Suspension Modification Surcharge has been paid, selected, and underwriting guidelines and Suspension Modification Surcharge criteria have been met.
5. Towing or pulling: Pulling a trailer or another Vehicle unless Your Vehicle is properly equipped for this purpose as recommended by the manufacturer.
6. Lack of manufacturer's required Vehicle maintenance: If You fail to perform proper Vehicle maintenance or customary lubrication services as recommended by the manufacturer, or by lack of required Vehicle maintenance, or use of fuels, oils, and/or lubricants other than those recommended by Your manufacturer.
7. The following Vehicle uses are ineligible for coverage under any circumstances: hauling for hire, racing and competitive driving, shuttle, taxi or limousine service, police or other law enforcement services, municipal/public use, emergency services, security services, vehicles with snow plows or used for snow plowing, cable or line installation, tow truck/wrecker services, or any Vehicle that is rented.
8. For storage charges, fees, or expenses charged for disposal, cleanup, neutralization, removal, and treatment or detoxification of environmentally unsafe material.
9. Motor tune-up and Vehicle maintenance items as described in the *Contract Provisions* section, and any part that has not failed but the Repair Facility recommends or requires to be repaired, replaced, or adjusted. This includes software updates (unless required in conjunction with the replacement of a covered part) and failures to devices used for navigation, communication, or entertainment that are unable to function properly due to changes in technology, wireless service, or content.
10. Any repairs performed to the Covered Vehicle not specifically authorized by Us. After diagnosing that a covered Breakdown exists and prior to starting the repair(s), all authorized Claims will be given an approval number from the Administrator to the Repair Facility.
11. The VSC shall be invalidated if there has been any inaccuracy, tampering, or alteration to the Odometer Mileage of Your Vehicle so that the true and actual mileage is not shown on the odometer or cannot be determined.
12. Any loss to a part or parts not listed under the *Coverage* section.
13. Any damages caused by continued operation or any damages caused by Your failure to take reasonable precautions to prevent further damage when an apparent problem exists.
14. If Your Vehicle has been salvaged, if its title has been branded, or if it has been declared a total loss.
15. Any loss that occurs outside the continental United States, Hawaii, Alaska, or Canada.
16. Any request for Claim payment not received within one hundred twenty (120) days from the authorization date will result in a Claim denial.
17. Liabilities for damage to property or for injury to or death of any person arising out of the operation, repair, maintenance, or use of Your Vehicle, whether or not related to a Covered Part. For consequential loss or damage, including but not limited to property damage, loss of use of Your Vehicle, loss of time, inconvenience, or commercial loss from the operation, maintenance and/or use of Your Vehicle, unless covered herein.
18. Any damages for consequential Breakdown to or from a Non-Covered Part (applies to Secure and Primary only).
19. Overheating or loss caused by lack of proper and necessary amounts of lubricants, coolants, or levels; or any loss caused by overheating, regardless of cause (applies to Secure and Primary only).
20. Shop supplies in excess of ten dollars (\$10).

### Cancellations

You may cancel this VSC at any time (including when a loss of the Covered Vehicle occurs or when You sell the Covered Vehicle without transfer of this Contract) by submitting to Your Selling Dealer or the Administrator a written request for cancellation that is signed by You, stating the current mileage of the Covered Vehicle at the time of the cancellation. Cancellation requests are Your responsibility. If Your Covered Vehicle is repossessed or deemed a total loss, Your cancellation rights under this Contract will be transferred to the lienholder, as its interest may appear on the *Proof of Registration*, and the lienholder shall be named as the sole payee of any resulting refund. If Your Covered Vehicle is repossessed or deemed a total loss, it becomes the responsibility of You or the lienholder to request such cancellation. If this Contract is financed either in conjunction with the purchase of Your Covered Vehicle or separately, and there is a balance due to the lienholder, We will name the lienholder as an additional payee for any refund You are due.

If Your request for cancellation of Your VSC is made within sixty (60) days of the Contract Sale Date and no Claims have been made, a full refund will be made by Us. The effective date of the cancellation is the date it is received by the Administrator.

If a Claim has been made against Your VSC or if Your VSC has been in effect for more than sixty (60) days, We will make a pro-rata refund of the VSC price based on the greater usage of miles or months from the commencement of Contract term in relation to the maximum Contract term, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of Your VSC purchase price, whichever is less.

We may cancel this Contract only for fraud, material misrepresentation, or failure to pay premium. If We cancel this Contract, no cancellation fee will be charged, and the refund will be one hundred percent (100%) of the unearned premium.

### Transfers

If You sell Your Vehicle to another individual (no dealers, brokers, etc.) prior to the expiration of this Contract, You may transfer the remaining coverage to that individual. The remaining coverage cannot be transferred to another Vehicle. To complete the transfer, please provide the following information to the Administrator:

1. A letter from You requesting the transfer.
2. A copy of the sales agreement or odometer statement showing the date and mileage on Your Vehicle at the time of the sale. The sales agreement must be signed by You (the seller) and the purchaser.
3. Verifiable service records evidencing that You have complied with the Vehicle manufacturer's maintenance requirements of this Contract.

4. Proof that **You** have transferred the original coverage under any manufacturer's warranty or extended warranty to the purchaser of **Your Vehicle**.
5. Payment of a fifty dollar (\$50) transfer fee.
6. The name, address, and telephone number of the new owner.

**You** must comply with all of the above requirements within thirty (30) days of the date of sale of **Your Vehicle** or **Your** transfer request will be denied and this **Contract** will no longer be in force. If **Your** transfer request is denied and **You** no longer own the covered **Vehicle**, please refer to the **Cancellations** section.

#### Procedures in the Event of Breakdown

1. Be sure **Your Vehicle** is protected from further damage that could result from further operation.
2. Return **Your Vehicle** to the **Selling Dealer** immediately for repair or replacement of the **Covered Part(s)**. If **You** are unable to return **Your Vehicle** to the **Selling Dealer**, call the **Administrator**, 1-800-964-4811 to obtain instructions on how to proceed.
3. **You** must authorize any charges necessary to determine the cause of the failure. This includes necessary diagnostic and tear down charges. If it is determined that the failure does not constitute a **Breakdown** under the terms of this **Contract**, **You** must pay for all diagnostic, tear down, and repair charges. The **Administrator** reserves the right to require an inspection of the **Vehicle** before any repair work is performed.
4. OBTAIN AUTHORIZATION FROM THE **ADMINISTRATOR** BEFORE PROCEEDING WITH REPAIRS. PURCHASER ASSUMES ALL LIABILITY FOR PAYMENT TO THE **REPAIR FACILITY** FOR UNAUTHORIZED REPAIRS.
5. **You** or the **Repair Facility** must submit all required original documents to the **Administrator** before any **Claim** can be processed for payment. They must include accurate dates and detailed descriptions of the parts and services performed, as well as the specific charges. These documents include signed repair orders, rental bills, and other receipts evidencing amounts **Claimed** under this **Contract**.
6. If **We** do not settle **Your Claim** within sixty (60) days of **Our** receipt of **Your** proof of loss, **You** may make a **Claim** against **Our** insurer, which is listed on the **Proof of Registration**.
7. If an emergency occurs that requires a repair to be made at a time when the **Administrator's** office is closed and prior authorization for the repair cannot be obtained, **You** should follow the procedures above and contact the **Administrator** for **Claims** instructions during normal business hours.

#### Arbitration Provision

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

To begin Arbitration, either **You** or **We** must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the **Claim** is filed. **You** may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1-800-778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between **You** and **Us**. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless **You** and **We** agree, the arbitration will take place in the county and state where **You** live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT this Arbitration Provision means that You give up Your right to go to court on any Claim covered by this provision.** **You** also 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**. Please refer to the **State Disclosure Section** of this **Contract** for any added requirements in **Your** state. In the event this Arbitration Provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **You** and **We** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **You** and **Us**, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

#### Additional Benefits

1. **Rental Reimbursement:** When **You** have a failure due to a **Covered Part** that requires **Your Vehicle** to be held at an authorized **Repair Facility** overnight, **We** will reimburse up to forty dollars (\$40) per day for six (6) days, not to exceed two hundred forty dollars (\$240) per occurrence, from a licensed rental facility. The above is not payable if **You** have other substitute transportation coverage available. **You** must incur this expense between the date of the **Breakdown** and the date the repairs to the **Covered Parts** are completed.
2. **Towing:** When a **Breakdown** occurs that makes **Your Vehicle** inoperable, **We** will reimburse **You** for **Your** actual incurred towing cost(s), up to a maximum of seventy-five dollars (\$75) per occurrence, unless **You** return to the **Selling Dealer**, then up to one hundred dollars (\$100) per occurrence, plus an additional twenty-five dollars (\$25) if over fifty (50) miles from the original **Selling Dealer**, for a maximum of one hundred twenty-five dollars (\$125) per occurrence.
3. **Manufacturer's Warranty Deductible:** When a **Breakdown** is also covered under a warranty issued by the manufacturer of **Your Vehicle**, **We** will reimburse **You** for the required **Deductible**, up to a maximum of one hundred dollars (\$100).
4. **Roadside Assistance:** Service is provided twenty-four (24) hours a day, seven (7) days a week by **Road America Motor Club, Inc., 7300 Corporate Center Drive, Suite 601, Miami, FL 33126**. For assistance call: **1-866-300-8579**. Benefits are provided for **You** up to one hundred dollars (\$100) per occurrence. Benefits are provided for towing, fluid delivery, extrication assistance, battery start service, spare tire mounting assistance, and lock-out service by **Our** roadside assistance provider only. This service is available on **Your Vehicle**, listed on the **Proof of Registration**, for the entire term of this **Contract**.
5. **Emergency Travel Expense Reimbursement:** Payable when **Your Vehicle**, listed on the **Proof of Registration**, has a **Mechanical Breakdown** one hundred (100) miles or more from **Your** address listed on the **Proof of Registration**. **You** are eligible for reimbursement up to one thousand dollars (\$1,000) maximum for emergency travel expenses to return to **Your** residence or destination and return to pick up **Your Vehicle** after repair. Emergency travel expenses include commercial lodging and meals (incurred in the vicinity of where the **Breakdown** occurred) and substitute transportation, substantiated with verifiable receipts. Lodging, meals, and substitute transportation are limited to two hundred dollars (\$200) per day for five (5) days, not to exceed one thousand dollars (\$1,000) per occurrence.
6. **Future Contract Option (Extension Contract):** **You** may purchase another **Contract** from the original **Selling Dealer** for **Your Covered Vehicle** prior to the expiration of this **Contract** provided the following:
  - A. **Your Vehicle** has less than one hundred thousand (100,000) miles on the date of the Future **Contract** purchase.
  - B. **Your Covered Vehicle** is eligible and qualifies under the current underwriting guidelines at the time **You** request to purchase the Future **Contract**.
  - C. **Your** purchase of the Future **Contract** is at least thirty (30) days and one thousand (1,000) miles prior to the expiration of the original **Contract**.
  - D. **You** provide **Us** with verifiable service records evidencing proper **Vehicle** maintenance has been performed as recommended by the manufacturer.
  - E. **Your Vehicle** is made available to the **Selling Dealer** for mileage verification and documentation.

## Coverage

In the event of a **Breakdown** covered by this **Contract**, **We** will pay on behalf of or reimburse **You** for the authorized amount of the costs to repair or replace any of the parts from the component groups listed below, less any **Deductible**, in accordance with the **Coverage Type** selected by **You** as shown on the **Proof of Registration** and the terms and provisions of this **Contract**.

- | <b>Primary (Component Groups 1-3)</b><br><b>Secure (Component Groups 1-8)</b>   | <b>Premier (Component Groups 1-9)</b><br><b>Elite (Component Groups 1-11)</b>  | <b>Ultra (Component Groups 1-12)</b><br><b>Ultra Wrap (Component Groups 4-12)*</b>   |
|---|--|--|
| <p>1. <b>Engine:</b> All internally lubricated parts contained within the cylinder block, head(s), rotor housings, rotor chamber including: eccentric shaft and bearings, pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, timing chain(s)/belt(s) and gears, timing tensioners, guides, retainers, valves, valves springs, seats and guides, lifters, followers, oil pump, mechanical and electrical fuel pumps, intake and exhaust manifolds, flywheel/flex plate, ring gear, harmonic balancer, valve covers, timing cover, oil pan, dipstick and tube, vacuum pump, water pump, engine mounts, turbocharger/supercharger assembly, and waste gate. Engine block and cylinder heads are covered only if damaged by the failure of an internally lubricated part (applies to Secure and Primary only).</p> | <p>2. <b>Transmission – Manual:</b> All internally lubricated parts contained within the transmission case including: gears, shafts, bearings, shift forks, shift rails, synchronizers, internal linkage, solenoids, bell housing, and transmission mounts. Transmission case is only covered if damaged by the failure of an internally lubricated part.</p>  | <p><b>Transmission – Automatic:</b> Includes all of the parts for manual transmission plus bands, clutch pack and gears, pumps, valve body, torque converter, filler tube and dipstick, transmission pan, and side cover. The case/housing is only covered if damaged by the failure of an internally lubricated part.</p>   |
| <p>3. <b>Drive Axle:</b> All internally lubricated parts contained within the axle/final drive housing including: axle shafts, differential cover, universal joints and yokes, constant velocity and double offset joints, wheel bearings, drive shaft center bearings, drive shaft retainers, drive shaft supports, and propeller shafts. The case/housing is only covered if damaged by the failure of an internally lubricated part.</p>   | <p><b>Four Wheel Drive:</b> All internally lubricated parts contained within the transfer case including: drive shafts (front and rear), universal joints and yokes, drive shaft center bearings, axle housing and all internal parts, disconnect housing assembly, axle shafts and axle shaft bearings, vacuum switch, 4x4 actuators/motors, and locking hub assemblies. The case/housing is only covered if damaged by the failure of an internally lubricated part.</p>   | <p>4. <b>Suspension:</b> Upper and lower control arms, control arm shafts and bushings, struts, mounting plates and bushing/bearing, upper and lower ball joints, steering knuckles, spindles and spindle supports, wheel bearings, stabilizer shaft, stabilizer links, and bushings.</p>  |
| <p>5. <b>Steering:</b> Manual and power steering gear housing and all internally lubricated parts, control valve and cylinder, rack and pinion, steering column, power steering pump and power cylinder, pitman arm, idler arm, drag link, tie rod ends, main and intermediate steering shafts, and couplings within steering column.</p>   | <p>6. <b>Electrical:</b> Generator or alternator, starter motor, drive and solenoid, voltage regulator, distributor, main engine wiring harness, manually operated switches, front windshield wiper motor and washer pump, power window motors and gears, power door lock actuators, cruise control (including actuator linkage, check valve, vacuum tank, control module, motor solenoid, and servo), power seat motors, ignition coil, ignition module, knock sensor, crank sensor, cam sensor, and engine control module.</p> | <p>7. <b>Brakes:</b> Master cylinder, power booster, calipers and wheel cylinders, combination valve, and metal hydraulic lines and fittings. Pump motor assembly, hydraulic control unit, actuators, ABS module, ABS sensors, ABS switches, and ABS relays.</p>   |
| <p>8. <b>Air Conditioning:</b> Compressor, compressor clutch and coil, clutch pulley and bearing, expansion valve, orifice, receiver/drier, condenser, idler pulley and bearing, accumulator, evaporator, and belt tensioner.</p>   | <p>9. <b>Fuel:</b> Injectors, diesel injection pump, fuel pressure regulator and sending unit, fuel rails, mass air flow sensor, MAP sensor, oxygen sensor, idle air control valve, idle speed motor, throttle position sensor, fuel tank, and fuel lines.</p>   | <p>10. <b>Cooling:</b> Radiator, radiator fan, fan clutch and fan motor(s), heater core, thermostat and housing, and coolant temperature sensor.</p>   |
| <p>11. <b>High-Tech Accessories:</b> Electronic level control compressor and level sensor, electronic and standard instrument clusters, compass, thermometer, heated back glass, electronic driver information display and module, keyless entry pad, keyless entry transmitters, rear wiper motor and washer pump, power sunroof motor, brake springs, clips and retainers, self adjusters, parking brake linkage and cables, backing plates, temperature control programmer, A/C high/low pressure compressor cutoff switches, pressure cycling switch, heater A/C blower motor, transmission/transfer case control module, and body control module.</p>  | <p>12. <b>Ultra coverage</b> covers all components and parts of <b>Your Vehicle</b> except for those items listed under the <b>Non-Covered Parts and Services</b> and <b>Non-Covered Conditions</b> sections.</p>  | <p><b>*Ultra Wrap</b> coverage covers all components and parts of <b>Your Vehicle</b> except for the engine, transmission, drive axle, and those items listed in the <b>Non-Covered Parts and Services</b> and <b>Non-Covered Conditions</b> sections. Components 1-3 (engine, transmission, and drive axle) are specifically excluded; the manufacturer's warranty is intended to provide the powertrain coverage. <b>Ultra Wrap Contract</b> terms of coverage may not exceed the manufacturer's extended powertrain coverage.</p> |

**Seals and Gaskets:** Coverage provided for covered components on **Vehicles** with up to a maximum of one hundred thousand (100,000) miles at time of **Contract** purchase only.

## Optional Suspension Modification Coverage (Surcharge Required)

Coverage is provided if the surcharge has been paid and the option has been selected on the **Proof of Registration** for Suspension Modification (with the following criteria).

1. Lift kit manufacturer's recommendations, including tire size, wheel size, and offset and/or backspacing must be followed.
2. Bolt-on lift kits only. No welding or frame modifications.
3. Only **Vehicles** with a maximum of a six (6) inch lift from the original manufacturer's specifications are eligible for coverage with the Suspension Modification Surcharge.
4. Drop kits or **Vehicles** that have been lowered are ineligible.
5. Non-factory lift kit parts will not be covered by the **Contract**.

If **You** pay the Suspension Modification Surcharge, **We** will provide coverage for repair or replacement of **Covered Parts** arising out of the normal use of **Your Vehicle**. Damage caused by the failure of or improper installation of modified or aftermarket parts will not be covered.



## State Disclosure

### Alabama:

MT<sup>4</sup>VSC AL (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

In the **Cancellations** section, paragraph 2 is amended by adding the following: "A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Contract** to **Us** and only to any cancellation received within the first twenty (20) calendar days after the date **We** mailed a copy of the **Contract** to **You** or within ten (10) days if it was provided to **You** at the time of sale. This provision only applies to the original purchaser."

In the **Cancellations** section, any references to the cancellation fee of fifty (\$50) dollars are deleted and replaced with a cancellation fee of twenty-five (\$25) dollars.

V1-0313

### Alaska:

MT<sup>4</sup>VSC AK (12/16)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

On the **Proof of Registration**, the following is amended to read as follows: "**Our** obligations under this **Contract** are insured under an insurance policy issued by American Bankers Insurance Company of Florida (ABIC), 11222 Quail Roost Drive, Miami, Florida 33157. In the event **We** cease to operate, are bankrupt, or fail to pay or provide service within thirty (30) days after proof of loss has been filed, **You** may file a **Claim** directly with ABIC. To do so, please call ABIC at the following toll-free number for instructions: 1-866-306-6694."

In the **Cancellations** section, paragraph 2 is deleted and replaced with the following: "If **Your** request for cancellation of **Your VSC** is made not later than the first sixty (60) days of the **Contract Sale Date** and no **Claims** have been made, the **Contract** is void and a full refund will be made by **Us**. A ten percent (10%) penalty of the Single Payment Price per month shall be added to any refund that is not paid or credited not later than forty-five (45) days after return of this **Contract** to **Us**. The right to void this **Contract** is not transferable and applies only to the original **Contract** holder."

In the **Cancellations** section, paragraph 3 is deleted and replaced with the following: "If a **Claim** has been made against **Your VSC** or if **Your VSC** has been in effect for more than sixty (60) days, **We** will make a pro-rata refund of the Single Payment Price based on the months from the commencement of the **Contract** term in relation to the maximum **Contract** term, less a cancellation fee of seven and a half percent (7.5%) of the unearned Single Payment Price or fifty dollars (\$50), whichever is less. If **We** fail to make a refund not later than forty-five (45) days after return of **Your VSC** to **Us**, **We** shall pay a ten percent (10%) penalty of the unearned Single Payment Price per month the refund remains unpaid."

In the **Cancellations** section, the last paragraph is deleted and replaced with the following: "**We** may cancel this **Contract** based on one or more of the following reasons: (A) nonpayment of the Single Payment Price by **You**; (B) **Your** conviction of a crime having as one of its necessary elements an act increasing a hazard covered; (C) a discovery of fraud or material misrepresentation made by **You** or **Your** representative in obtaining the **Contract** or by **You** in pursuing a **Claim** under the **Contract**; (D) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by the **Contract**; (E) physical changes in the **Vehicle** covered by the **Contract** that result in the **Vehicle** becoming ineligible for coverage under the **Contract**; or (F) a substantial breach of duties by **You** relating to the **Vehicle** or its use. If **We** cancel this **Contract**, **We** will refund the unearned Single Payment 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 driven by **You** (if applicable) prior to cancellation, less any claims paid. A ten percent (10%) penalty of the unearned Single Payment Price per month shall be added to any refund that is not paid or credited within forty-five (45) days after return of this **Contract**. A written notice will be mailed to **Your** last known address for any reason of cancellation other than nonpayment of the **Contract** purchase price, or fraud or material misrepresentation made by **You** in obtaining the **Contract** or in pursuing a **Claim** under the **Contract**. The notice shall state the effective date and the reason for cancellation at least five days (5) days prior to the date of cancellation."

### Arizona:

MT<sup>4</sup>VSC AZ (07/18)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

The **Non-Covered Conditions** section, Number 3 is deleted and replaced with the following: "**Any loss or damage due to collision, falling object, theft, attempted theft, fire, sludge buildup, fluid contaminations, larceny, explosion, malicious mischief, vandalism, riot or civil commotion, acts of God, flood or freezing, water leaks, wind noise, water ingestion resulting from the ingestion of water through the engine air intake system, for any mechanical problems that existed prior to the purchase of this agreement except if such problems were known or should reasonably have been known by Us or Our subcontractors, acts of nature, and events beyond Our control.**"

The **Cancellations** section is amended by adding the following: "No **Claim** incurred or paid shall be deducted from any cancellation refund. All reference to a cancellation fee is deleted and replaced with a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the gross amount paid for **Your VSC**, whichever is less. **We** will not cancel or void this **VSC** due to acts or omissions of **Us** or **Our** subcontractors for failure to provide correct information or to perform the services or repairs provided in a timely, competent, workmanlike manner, pre-existing conditions that were known or should have reasonably been known by **Us** or **Our** subcontractors, prior use, or unlawful acts relating to the **Vehicle** or misrepresentation by the **Administrator** or its subcontractors."

In the **Arbitration Provision** is amended by adding the following: "Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, **You** may contact the Arizona Department of Insurance at 2910 N. 44th Street, 2nd Fl., Phoenix, AZ 85018-7256, Attn: Consumer Affairs."

### California:

MT<sup>4</sup>VSC CA (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

On the **Proof of Registration**, the paragraph on the bottom of the page is deleted and replaced with the following: "Performance to **You** under this **Contract** is guaranteed by a California approved insurance company. **You** may file a **Claim** with this insurance company if any promise made in the **Contract** has been denied or has not been honored within sixty (60) days after **Your** request. The name and address of the insurance company is: American Bankers Insurance Company of Florida, 11222 Quail Roost Drive; Miami, Florida 33157, 1-866-306-6694. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 1-800-927-4357."

In the **Definitions** section, both definitions for "**Mechanical Breakdown**" and "**Breakdown**" are deleted and replaced with the following:

"**Breakdown**" (does not apply to Secure or Primary) – means a failure of a **Covered Part** due to defects in material or faulty workmanship as supplied by the manufacturer. A **Covered Part** has failed when it can no longer perform the function for which it was designed.

"**Breakdown**" (applies to Secure and Primary only) – means a failure of a **Covered Part** due to defects in material or faulty workmanship as supplied by the manufacturer. A **Covered Part** has failed when it can no longer perform the function for which it was designed. However, it does not include: (a) wear and tear on **Covered Parts** or components that have not experienced a **Breakdown**, (b) the gradual reduction of operating performance

caused by wear and tear or usage of parts or components, or (c) damages caused by the breakage or failure to function of non-covered components or parts.

In the **Contract Provisions** section, number 1 is amended by adding the following: "In California, the Provider License Number for United Service Protection Corp. is 0D01816."

In the **Contract Provisions** section, number 5 is deleted and replaced with the following: "Limit of Liability: **Our** liability for any repair visit is limited to the authorized **Cost(s)** of repair or actual cash value of the **Covered Vehicle**, immediately prior to the **Breakdown**, not considering the loss of value due to the **Breakdown** of a **Covered Part**, whichever is less. The total amount that **We** will reimburse for all claims paid and/or payable throughout the **Contract** term shall not exceed the price **You** paid for **Your Covered Vehicle**."

In the **Contract Provisions** section, number 6 is deleted and replaced with the following: "**Vehicle Maintenance: You must maintain and service Your Vehicle as recommended by the manufacturer at Your expense. You must keep verifiable receipts showing dates, mileage, vehicle identification number, and services performed on Your Vehicle when presenting a Claim. Required maintenance service may be performed by any qualified service facility; if You perform Your own service, You must retain verifiable receipts showing the purchase of all required materials necessary to perform the required maintenance and a log showing the dates and mileage each service was performed. FAILURE TO MAINTAIN YOUR VEHICLE AS RECOMMENDED BY THE MANUFACTURER WILL VOID COVERAGE.**"

In the **Non-Covered Conditions** section, number 3 is deleted and replaced with the following: "**Any loss or damage due to collision, falling object, theft, attempted theft, fire, sludge buildup, fluid contaminations (contamination means unintended presence or introduction of contaminants), larceny, explosion, malicious mischief, vandalism, riot or civil commotion, acts of God, flood or freezing, water leaks, wind noise, water ingestion resulting from the ingestion of water through the engine air intake system, for any mechanical problems that existed prior to the purchase of this agreement, acts of nature, and events beyond Our control.**"

In the **Non-Covered Conditions** section, number 17 is deleted and replaced with the following: "**Liabilities for damage to property or for injury to or for liabilities for non intentional acts causing death of any person arising out of the operation, repair, maintenance, or use of Your Vehicle, whether or not related to a Covered Part. For consequential loss or damage, including but not limited to property damage, loss of use of Your Vehicle, loss of time, inconvenience, or commercial loss from the operation, maintenance and/or use of Your Vehicle, unless covered herein.**"

The **Cancellations** section is deleted and replaced with the following: "If **Your** request for cancellation to **Your VSC** is made within the first sixty (60) days of the **Contract Sale Date** and no claims have been made, a full refund will be made by **Us**. **VSC Cancellation: If Your VSC** has been in effect for more than sixty (60) days, or if a claim has been made against **Your VSC**, **We** will make a prorated refund of the **VSC** price based on the greater usage of miles or months from the commencement of **Contract** term in relation to the maximum **Contract** term, less a cancellation fee not to exceed ten percent (10%) of the **VSC** price or twenty-five (\$25) dollars, whichever is less."

**We** may cancel this **VSC** within the first sixty (60) days, a notice of cancellation will be mailed to **You** postmarked before the sixty-first (61st) day after the **VSC** was sold by **Us** stating the specific grounds for cancellation. The **VSC** ceases to be valid no less than five (5) days after the postmarked date of the notice. **We** will provide to **You** a refund equal to the full **VSC** price stated on the **VSC** within thirty (30) days from the date of cancellation. However, if we have paid a claim, or advised **You** in writing that **We** will pay a claim, the refund will be calculated on a pro-rate basis. The refund will be equal to the lesser amount produced using either the number of days the **VSC** was in force or the number of miles driven by **You** (if applicable) prior to cancellation. **We** may only cancel this **VSC** for fraud, material misrepresentation, or non-payment of the **VSC** price. If this **VSC** is cancelled by **Us**, **We** will refund the unearned **VSC** price to **You** calculated on a pro-rata basis within thirty (30) days from the date of cancellation. The refund will be equal to the lesser amount produced using either the number of days the **VSC** was in force or the number of miles driven by **You** (if applicable) prior to cancellation. A notice of cancellation stating the basis for the cancellation will be mailed to **You** at **Your** last known address, as provided to **Us**, no less than five (5) days prior to the effective date of cancellation."

The **Arbitration** section is deleted in its entirety.

V2-1113

#### Colorado:

MT<sup>4</sup>VSC CO (04/15)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

On the **Proof of Registration**, the following is amended to read as follows: "The obligations under this **VSC** are insured under insurance Policy Number SFM-3505-CO-1-1 or SFN-870-CO-1-2 issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157; telephone number 1-866-306-6694. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, including a **Claim** for the refund of the unearned purchase price, or the **Administrator** ceases to do business or goes bankrupt, **You** may apply directly to American Bankers Insurance Company of Florida."

#### Connecticut:

MT<sup>4</sup>VSC CT (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

In the **Additional Benefits** section, Number 2 (Towing) is amended by adding the following: "Any amount over this limit must be paid by **You**."

The **Cancellations** section, is amended by adding the following: "**You** also have the right to cancel the **Contract** if **You** return the product, or if the product is sold, lost, stolen, or destroyed."

The **Transfers** section, is amended by adding the following: "Transfer of this **Contract** is limited to the original owner of this **Contract**."

The **Procedures in the Event of Breakdown** section, is amended by adding the following: "If this **Vehicle** is in a **Repair Facility** at the **Contract** expiration, the expiration date will automatically extend until the repair is complete."

The **Arbitration Provision** is amended by adding the following: "RESOLUTION OF DISPUTES: If **We** are unable to resolve any disputes with **You** regarding this **Vehicle Service Contract**, **You** may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the item subject to the **Vehicle Service Contract**, the **Cost** of repair of the item, and a copy of the **Vehicle Service Contract**." V1-0313

#### Florida:

MT<sup>4</sup>VSC FL (10/17)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

The following is added to **Your VSC**: "The rate charged for this **VSC** is not subject to regulation by the Florida Office of Insurance Regulation."

In the **Definitions** section, the definition of "**Repair Cost(s)**" and "**Cost(s)**" is deleted and replaced with the following: "'**Repair Cost(s)**" and "**Cost(s)**" - mean the authorized labor and parts amount charged by **Your Issuing Dealer** or an authorized **Repair Facility** to repair or replace **Covered Parts** as required due to a **Breakdown** (subject to the terms and conditions of this **Contract** and as authorized by the **Administrator**). **Parts Cost(s)** are limited to suggested retail prices of your **Vehicle's** manufacturer. **Replacement will be made with new, remanufactured, or parts of like kind and quality, and compatible with the Covered Vehicle's specification(s)**. All parts replaced will be covered under the terms and conditions hereof for



the remaining term and/or mileage of this **Contract** as contained herein."

In the **Transfers** section, number 5 is deleted and replaced with the following: "**Payment of a forty dollar (\$40) transfer fee per Contract transferred.**"

In the **Cancellations** section, the second paragraph is deleted and replaced with the following: "If **Your Contract** is cancelled by **You** or the lienholder within sixty (60) days of the **Contract Sale Date**, a full refund will be made by **Us**, less any **Claims** paid or pending. The effective date of the cancellation is the date it is received by the **Administrator**."

In the **Cancellations** section, the third paragraph is deleted and replaced with the following: "If **Your Contract** is cancelled by **You** or the lienholder and **Your VSC** has been in effect for more than sixty (60) days, **We** will make a pro-rata refund of the **VSC** price based on the greater usage of miles or months from the commencement of the **Contract** term in relation to the maximum **Contract** term, less a cancellation fee not to exceed five percent (5%) of the unearned **VSC** purchase price."

In the **Cancellations** section, the last paragraph is deleted and replaced with the following: "After the first sixty (60) days **We** may only cancel for the following reasons: A) Material misrepresentation or fraud by **You**, B) **Your** failure to maintain the **Covered Vehicle** as provided by the manufacturer, C) The odometer has been tampered or disabled and **You** have failed to repair the odometer, D) Non-payment by **You** relating to the **Covered Vehicle** or its use. If **We** cancel, no cancellation fee will be charged and the refund will not be less than one hundred percent (100%) of the purchase price."

The **Arbitration Provision** is amended by adding the following: "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 court of competent jurisdiction. The arbitration action will take place in the county where you reside."

#### Georgia:

MT<sup>4</sup>VSC GA (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

In the **Contract Provisions** section, Number 2 is deleted and replaced with the following: "**We** will reimburse **You** or an authorized **Repair Facility** for the **Cost(s)** to repair or replace **Covered Parts** or components, that fail due to **Mechanical Breakdown**, less the **Deductible**. **You** are responsible for any charges for diagnostic and/or tear down procedures if it is determined that there is not a covered **Mechanical Breakdown**. **You** are also responsible for any charges for parts, labor, rental, towing, or other services beyond those authorized by **Us** or **Our Administrator**."

In the **Non-Covered Conditions** section, Number 3 is deleted and replaced with: "Any loss or damage due to collision, falling object, theft, fire, fluid contamination, larceny, explosion, malicious mischief, vandalism, riot or civil commotion, acts of God, flood or freezing, water leaks, water ingestion resulting from the ingestion of water through the engine air intake system, wind noise, any mechanical **Breakdown**, known by **You**, that existed prior to the purchase of this **Contract**, acts of nature, and events beyond **Our** control."

In the **Non-Covered Conditions** section, Number 4 is deleted and replaced with: "When **Your Vehicle** has been modified with any alterations, while owned by **You**, including but not limited to: modifications of the powertrain, the suspension (including tire or wheel size or offsets), or the exhaust system not approved by the manufacturer of **Your Vehicle**."

In the **Non-Covered Conditions** section, Number 11 is deleted and replaced with: "If, while the **Vehicle** is owned by **You**, the odometer of the **Vehicle** has broken or becomes inoperable or unreliable for any reason and odometer repairs were not made immediately at the time of failure, or if the odometer has been tampered with, disconnected, or altered in any way."

In the **Cancellations** section, paragraph 3 and 4 are deleted and replaced with the following: "**VSC Cancellations**: If a **Claim** has been made against **Your VSC** or if **Your VSC** has been in effect for more than sixty (60) days, **We** will make a prorata refund of the **VSC** price based on the greater usage of miles or months from the commencement of **Contract** term in relation to the maximum **Contract** term, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the prorata refund amount, whichever is less.

The **Cancellations** section is amended by adding the following: "Any cancellation will comply with OCGA Section 33-24-44. **We** will mail written notice of cancellation to **You** at **Your** last known address at least thirty (30) days prior to cancellation for fraud or a material misrepresentation by **You** relating to the covered **Vehicle** or its use (ten (10) days if cancellation is due to non-payment by **You**)."

The **Arbitration Provision** of this **Contract** is deleted in its entirety.

V2-1113

#### Hawaii:

MT<sup>4</sup>VSC HI (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

In the **Cancellations** section, paragraph 2 is amended by adding the following: "A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Contract** to **Us** and only to any cancellation received within the first thirty (30) calendar days after the date **We** mailed a copy of the **Contract** to **You** or within twenty (20) days if it was provided to **You** at the time of sale. This provision only applies to the original purchaser."

V1-0313

#### Idaho:

MT<sup>4</sup>VSC ID (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

The following is added to **Your VSC**: "Coverage afforded under this motor **Vehicle Service Contract** is not guaranteed by the Idaho Insurance Guaranty Association."

V1-0313

#### Illinois:

MT<sup>4</sup>VSC IL (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

The **Definitions** section is amended to read as follows: "'**Mechanical Breakdown**' and '**Breakdown**' include normal wear and tear unless specifically excluded."

V1-0313

#### Indiana:

MT<sup>4</sup>VSC IN (06/14)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

The following is added to **Your VSC**: "**Your** proof of payment to **Us** for this **Contract** shall be considered proof of payment to the Insurance Company, which guarantees **Our** obligations to **You**."

The **Administrator** section is amended by adding the following: "This **Contract** is not an insurance policy, warranty, or guarantee, and is not subject to Indiana insurance law."

In the **Non-Covered Parts and Services** section, number 3 is deleted and replaced with the following: "**Any loss or damage due to collision, falling object, theft, attempted theft, fire, sludge buildup, fluid contaminations, larceny, explosion, malicious mischief, vandalism, riot or civil commotion, acts of God, flood or freezing, water leaks, wind noise, water ingestion resulting from the ingestion of water through the engine**

air intake system, for any mechanical problems known by You that existed prior to the purchase of this agreement, acts of nature, and events beyond Our control."

The **Arbitration Provision** is amended by adding the following: "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 court of competent jurisdiction. The arbitration action will take place in the county where you reside."

**Iowa:**

MT<sup>4</sup>VSC IA (04/15)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

The **Cancellations** section is amended by adding the following: "We will mail written notice of cancellation within fifteen (15) days of the date of cancellation."

The following is added to **Your VSC**: "The Iowa Commissioner of Insurance may be contacted at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738."

**Louisiana:**

MT<sup>4</sup>VSC LA (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

In the **Cancellations** section, paragraph 2 is deleted and replaced with the following: "If **Your** request for cancellation to **Your VSC** is made within thirty (30) days of the **Contract Sale Date**, a full refund will be made by **Us**. The effective date of the cancellation is the date it is received by **Our Administrator**."

In the **Cancellations** section, paragraph 3 is deleted and replaced with the following: **VSC Cancellations**: "If **Your VSC** has been in effect for more than thirty (30) days, **We** will make a pro-rata refund of the **VSC** price based on the greater usage of miles or months from the commencement of **Contract** term in relation to the maximum **Contract** term, less a cancellation fee of fifty dollars (\$50) or ten percent 10% of the **VSC** price, whichever is less."

The **Arbitration Provision** of this **Contract** is deleted in its entirety.

V1-0313

**Maine:**

MT<sup>4</sup>VSC ME (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

In the **Cancellations** section, paragraph 2 is amended by adding the following: "A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Contract** to **Us** and only to any cancellation received within the first twenty (20) calendar days after the date **We** mailed a copy of the **Contract** to **You** or within ten (10) days if it was provided to **You** at the time of sale. This provision only applies to the original purchaser."

In the **Cancellations** section, paragraph 3 is deleted and replaced with the following: "If **Your** request for cancellation is made after the first sixty (60) days of the **Contract Sale Date**, **We** will refund one hundred percent (100%) of the unearned pro-rata Contract Purchase Price to **You**, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the Contract Purchase Price, whichever is less."

The **Cancellations** section is amended by adding the following: "We shall mail written notice of cancellation to **You** at Your last known address at least fifteen (15) days prior to cancellation."

V1-0313

**Maryland:**

MT<sup>4</sup>VSC MD (11/15)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

In the **Cancellations** section, paragraph 2 is amended by adding the following: "A ten percent (10%) penalty of the **Contract** purchase price, per month, shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Contract** to **Us**, and only to any cancellation received within the first twenty (20) calendar days after the date **We** mailed a copy of the **Contract** to **You**, or within twenty (20) days if it was provided to **You** at the time of sale. This provision only applies to the original purchaser."

**Massachusetts:**

MT<sup>4</sup>VSC MA (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

NOTICE TO **CONTRACT** HOLDER: PURCHASE OF THIS **CONTRACT** IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A **VEHICLE**. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM **YOU** OF ANY WARRANTIES AVAILABLE TO **YOU** WITHOUT THIS **CONTRACT**.

Chapter 90, Section 7N.25 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor **Vehicles** as follows:

- Used **Vehicles** with less than forty thousand (40,000) miles at the time of sale: Provides coverage for ninety (90) days or three thousand, seven hundred fifty (3,750) miles, whichever occurs first.
- Used **Vehicles** with forty thousand (40,000) miles or more, but less than eighty thousand (80,000) miles at the time of sale: Provides coverage for sixty (60) days or two thousand, five hundred (2,500) miles, whichever occurs first.
- Used **Vehicles** with eighty thousand (80,000) miles or more, but less than one hundred twenty five thousand (125,000) miles at time of sale: Provides coverage for thirty (30) days or one thousand, two hundred fifty (1,250) miles, whichever occurs first.

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

V1-0313

**Minnesota:**

MT<sup>4</sup>VSC MN (01/18)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

The **Contract Provisions** section is amended by adding number 12:

"Minnesota Statute 325F.662, subd.2, provides for express warranty coverage on used vehicles as follows:

- (1) if the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first;
- (2) if the used motor vehicle has 36,000 miles or more but less than 75,000 miles, the warranty must remain in effect for at least 30 days

or 1,000 miles, whichever comes first.

All coverage provided for **Your Vehicle** under this motor **Vehicle Service Contract** shall exclude coverage currently in force under any express warranty providing the same coverage for such **Vehicle** as outlined above."

In the **Cancellations** section, paragraph 2 is amended by adding the following: "A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Contract** to **Us** and only to any cancellation received within the first twenty (20) calendar days after the date **We** mailed a copy of the **Contract** to **You** or within ten (10) days if it was provided to **You** at the time of sale. This provision only applies to the original purchaser. **We** shall mail written notice of cancellation to **You** at **Your** last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is non-payment by **You** relating to the **Covered Vehicle** or its use."

In the **Cancellations** section, paragraph 4 is amended by adding the following: "**We** shall mail written notice of cancellation to **You** at **Your** last known address at least five (5) days prior to the cancellation effective date, when cancelled for failure to pay premium, a material misrepresentation, by **You** to **Us**, or a substantial breach of duties by **You** relating to the **Covered Vehicle** or its use. If **We** cancel for any other reason. **We** shall mail written notice of cancellation to **You** at least fifteen (15) days prior to the cancellation effective date. The notice shall state the effective date of the cancellation and the reason for the cancellation."

The **Arbitration Provision** is amended by adding the following: "Any arbitration shall take place in the state where **You** reside or at any other place agreed to in writing by **You** and Federal Warranty Service Corporation."

#### Mississippi:

MT<sup>4</sup>VSC MS (01/18)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

In the **Cancellations** section, paragraph 2 is deleted and replaced with the following: "If **Your** request for cancellation of **Your VSC** is made within sixty (60) days of the **Contract Sale Date** and no **Claims** have been made, the **Contract** is void and a full refund will be made by **Us**. The right to void this **Contract** is not transferable and applies only to the original **Contract** holder. A ten percent (10%) penalty of the **VSC** price per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Contract** to **Us**. The effective date of the cancellation is the date it is received by the **Administrator**."

In the **Cancellations** section, the last paragraph is deleted and replaced with the following: "**We** may cancel this **VSC** only for substantial breach of duties by **You** relating to the **Covered Vehicle** or its use, a material misrepresentation by **You** to **Us**, or a failure to pay premium. If **We** cancel this **VSC** for any reason other than failure to pay premium, no cancellation fee will be charged and the refund will be one hundred percent (100%) of the unearned premium."

The **Arbitration Provision** of this **Contract** is deleted in its entirety.

#### Missouri:

MT<sup>4</sup>VSC MO (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

The **Proof of Registration** section is amended to read as follows: "The obligations under this **VSC** are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157; telephone number 1-866-306-6694. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, including a claim for the refund of the unearned purchase price, or the **Administrator** ceases to do business or goes bankrupt, **You** may apply directly to American Bankers Insurance Company of Florida."

In the **Cancellations** section, paragraph 2 is amended by adding the following: "A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Contract** to **Us** and only to any cancellation received within the first twenty (20) calendar days after the date **We** mailed a copy of the **Contract** to **You** or within ten (10) days if it was provided to **You** at the time of sale. This provision only applies to the original purchaser."

In the **Cancellations** section, paragraph 3 is amended by adding the following: "If this **Contract** is canceled after the first sixty (60) days, **We** will refund one hundred percent (100%) of the unearned pro-rata **Contract** purchase price to **You**, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Contract** purchase price, whichever is less."

V1-0313

#### Nebraska:

MT<sup>4</sup>VSC NE (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

The **Arbitration Provision** of this **Contract** is deleted in its entirety.

V1-0313

#### Nevada:

MT<sup>4</sup>VSC NV (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

In the **Contract Provisions** section, number 6 is deleted and replaced with the following: "**Vehicle Maintenance: You** must maintain and service **Your Vehicle** as recommended by the manufacturer at **Your** expense. **You** must keep verifiable receipts showing dates, mileage, vehicle identification number, and services performed on **Your Vehicle** when presenting a **Claim**. Required maintenance service may be performed by any qualified service facility; if **You** perform **Your** own service, **You** must retain verifiable receipts showing the purchase of all required materials necessary to perform the required maintenance and a log showing the dates and mileage each service was performed."

In the **Cancellations** section, paragraph 2 is amended by adding the following: "**You** may return the **Contract** within twenty (20) calendar days after the date **We** mail a copy of the **Contract** to **You** or within ten (10) days if it is provided to **You** at the time of sale. If **You** return this **Contract** within the applicable time period and no claims have been filed, the **Contract** shall be void and **We** will refund the entire **Contract** purchase price within forty-five (45) days. If the refund is not provided within forty-five (45) days after return of this **Contract** to **Us**, a ten percent (10%) penalty of the purchase price for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid within shall be added to the refund."

In the **Cancellations** section, the last paragraph is amended by adding the following: "**We** may cancel this **Contract** within the first seventy (70) days for any reason, or after that time for the following reasons: **You** do not pay the **Contract** purchase price; **You** make a material misrepresentation in obtaining the **Contract** or in the submission of a **Claim**; violation by **You** of any condition of this **Contract**, which substantially and materially increases the service required; or due to a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Contract** was issued or sold. If **We** cancel this **Contract**, **We** will mail written notice of cancellation to **You** at least fifteen (15) days prior to the effective date of cancellation."

The following is added to **Your VSC**: "This **Contract** is not renewable".

The **Arbitration Provision** section of this **Service Contract** is deleted in its entirety.

V2-0314



**New Hampshire:**MT<sup>4</sup>VSC NH (12/15)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

The following is added to **Your VSC**: "In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, 1-800-852-3416.

The **Arbitration Provision** section is amended by adding the following: "The arbitration shall be held at a location selected by **Us** within the state in which this **Contract** was purchased. Any arbitration proceeding is subject to RSA 542."

**New Jersey:**MT<sup>4</sup>VSC NJ (06/14)

The following state specific requirements are added to and become part of **Your Service Contract** and supersede any other provision to the contrary.

In the **Cancellations** section, paragraph 2 is amended by adding the following: "A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Contract** to **Us** and only to any cancellation received within the first twenty (20) calendar days after the date **We** mailed a copy of the **Contract** to **You** or within ten (10) days if it was provided to **You** at the time of sale. This provision only applies to the original purchaser."

In the **Cancellations** section, the last paragraph is amended by adding the following: "If **We** cancel this **VSC** for reasons other than failure to pay premium or material misrepresentation, **We** will mail written notice stating the effective date and reason for cancellation, five (5) days prior to the effective date of cancellation."

**New Mexico:**MT<sup>4</sup>VSC NM (06/18)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

**Our** obligations under this **Contract** are insured under an insurance policy issued by American Bankers Insurance Company of Florida (ABIC), 11222 Quail Roost Drive, Miami, Florida 33157. In the event **We** cease to operate, are bankrupt, or fail to pay or provide service within sixty (60) days after proof of loss has been filed, **You** may file a **Claim** directly with ABIC. To do so, please call ABIC at the following toll-free number for instructions: 1-866-306-6694. If **You** have any concerns regarding the handling of **Your Claim**, **You** may contact the Office of Superintendent of Insurance at 1-855-427-5674.

In the **Cancellations** section, paragraph 2 is amended by adding the following: "If this **Contract** is returned during the first sixty (60) days of purchase and a refund is not credited within sixty (60) days after the return, **We** shall pay the holder a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser."

In the **Cancellations** section, the last paragraph is amended by adding the following: "No **Contract** that has been in effect for at least seventy (70) days may be canceled by the provider before the expiration of the agreed term or one (1) year after the effective date of the **Service Contract**, whichever occurs first, except on any of the following grounds:

1. Failure to pay the purchase price;
2. Conviction of the holder of a crime that results in an increase in the service required under the **Service Contract**;
3. Discovery of fraud or material misrepresentation by the holder in obtaining the **Service Contract** or in presenting a **Claim** for service; or
4. Discovery of an act or omission, or violation of any condition of the **Service Contract**, which substantially and materially increases the service required under the **Contract**. If **We** cancel this **Contract**, **We** will mail written notice of cancellation to **You** at least fifteen (15) days prior to the effective date of cancellation."

**New York:**MT<sup>4</sup>VSC NY (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

In the **Cancellations** section, paragraph 2 is amended by adding the following: "A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this **Contract** to **Us** and only to any cancellation received within the first twenty (20) calendar days after the date **We** mailed a copy of the **Contract** to **You** or within ten (10) days if it was provided to **You** at the time of sale. This provision only applies to the original purchaser."

V1-0313

**North Carolina:**MT<sup>4</sup>VSC NC (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

The **Cancellations** section is amended by adding the following: "**We** may cancel only for nonpayment of premium or for direct violation of the **Contract** by **You**. A cancellation fee not to exceed ten percent (10%) of the **Contract** purchase price will also be deducted."

V1-0313

**Oklahoma:**MT<sup>4</sup>VSC OK (08/16)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

In the **Contract Provisions** section, Number 1 is amended by adding the following: "The Oklahoma license number is 862541."

In the **Cancellations** section, paragraphs 2-3 are deleted and replaced with the following: "In the event the **VSC** is cancelled by **You** within the first sixty (60) days and no claims have been made, the refund will be based upon one hundred percent (100%) of the unearned pro-rata premium. If **You** cancel the **VSC** after sixty (60) days, or have made a claim within the first sixty (60) days, the refund will be one hundred percent (100%) of the unearned pro-rata premium, less (a) ten percent (10%) of the unearned pro-rata premium or fifty (\$50) dollars, whichever is less and (b) the actual cost of any services provided under the **VSC**."

In the **Cancellations** section, the last paragraph is deleted and replaced with the following: "**We** may cancel this **VSC** for fraud, material misrepresentation, or failure to pay premium. In the event the **VSC** is cancelled by **Us**, the refund will be based upon one hundred percent (100%) of the unearned pro-rata premium, less the actual cost of any service provided under the **VSC**."

The following is added to **Your VSC**: "**Notice: Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in service warranty Contracts.**"

The **Arbitration Provision** is amended by adding the following: "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 court of competent jurisdiction. The arbitration action will take place in the county where **You** reside."

**South Carolina:**MT<sup>4</sup>VSC SC (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

In the **Cancellations** section, paragraph 2 is amended by adding the following: "A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Contract** to **Us** and only to any cancellation received within the first twenty (20) calendar days after the date **We** mailed a copy of the **Contract** to **You** or within ten (10) days if it was provided to **You** at the time of sale. This provision only applies to the original purchaser."

The following is added to **Your VSC**: "Notice: If **We** do not timely resolve such matters within sixty (60) days of proof of loss, **You** may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, South Carolina 29202-3105, 1-800-768-3467." **V1-0313**

**Texas:**

**MT<sup>4</sup>VSC TX (03/13)**

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

The following is added to **Your VSC**: "Notice: If **You** have complaints or questions regarding this **Contract**, **You** may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; 1-512-463-6599 or 1-800-803-9202."

On the **Proof of Registration**, the following is amended to read as follows: "**The obligations under this Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Contract is canceled, You may apply directly to American Bankers Insurance Company of Florida.**"

The **Administrator** section is amended by adding the following: "The **Administrator's** registration number is 114."

In the **Cancellations** section, paragraph 2 is amended by adding the following: "A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Contract** to **Us** and only to any cancellation received within the first thirty (30) calendar days after the date **We** mailed a copy of the **Contract** to **You**. or within ten (10) days if it was provided to **You** at the time of sale. This provision only applies to the original purchaser." **V1-0313**

**Utah:**

**MT<sup>4</sup>VSC UT (03/13)**

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

The following is added to **Your VSC**: "Notice: Coverage offered under this **Contract** is not guaranteed by the Property and Casualty Guaranty Association. This **Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department."

In the **Administrator** section, the address for American Financial & Automotive Insurance Services is replaced with "1790 Hughes Landing Blvd., Suite 700, The Woodlands, Texas 77380."

In the **Contract Provisions** section, Number 7 is deleted and replaced with the following: "**YOU MUST OBTAIN AUTHORIZATION FROM THE ADMINISTRATOR PRIOR TO THE PERFORMANCE OF ANY REPAIR.** In the event emergency repairs are performed outside of normal hours, **You** must contact the **Administrator** the next business working day. **Your** failure to obtain authorization will not automatically invalidate **Your Claim** if **You** can demonstrate that it was not reasonably possible to obtain authorization."

In the **Cancellations** section, paragraph 1 is amended by adding the following: "Lienholder cancellations are not allowed in Utah."

The **Cancellations** section is amended by adding the following: "**We** will mail written notice of cancellation to **You** at **Your** last known address at least thirty (30) days prior to cancellation (ten (10) days if cancellation is due to non-payment of premium). **Contract** cancellations will comply with Utah code 31A-21-303 through 31A-21-305."

In the **Procedures in the Event of Breakdown** section, Number 5 is deleted and replaced with the following: "**You** or the **Repair Facility** must submit all required original documents to the **Administrator** as soon as reasonable possible before any claim can be processed for payment. **Your** failure to submit the required documents will not automatically invalidate **Your Claim** if **You** can demonstrate that it was not reasonably possible to do so. They must include accurate dates and detailed descriptions of the parts and services performed, as well as the specific charges. These documents include signed repair orders, rental bills, and other receipts evidencing amounts **Claimed** under this **Contract**."

In the **Procedures in the Event of Breakdown** section, Number 7 is deleted and replaced with the following: "If an emergency occurs that requires a repair to be made at a time when the **Administrator's** office is closed and prior authorization for the repair cannot be obtained, **You** should follow the procedures listed above and contact the **Administrator** for **Claims** instructions during normal business hours immediately following the emergency repair, or as soon as it is reasonably possible. Failure to obtain proper authorization will not automatically invalidate **Your** claim if **You** can demonstrate that it was not reasonably possible to obtain authorization."

The **Arbitration Provision** section of this **Contract** is deleted in its entirety.

**V3-0315**

**Wisconsin:**

**MT<sup>4</sup>VSC WI (03/13)**

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

The following is added to **Your VSC**: "**You** can contact the state agency that enforces Wisconsin's Insurance laws to file a complaint at: Office of the Commissioner of Insurance, Complaints Department, P.O. Box 7873, Madison, Wisconsin 53707-7873, 1-800-236-8517 or 1-608-266-0103. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**"

The **Proof of Registration** section is amended to read as follows: "To file a **Claim**, **You** must contact the **Administrator**, which is listed in the **Administrator** section, at 1-800-964-4811. **Our** obligations under this **VSC** are insured under an insurance policy issued by American Bankers Insurance Company of Florida (ABIC), 11222 Quail Roost Drive, Miami, Florida 33157. In the event **We** fail to pay or provide service within sixty (60) days after proof of loss has been filed, or if **We** become insolvent or otherwise financially impaired, **You** may file a **Claim** directly with ABIC. To do so, please call ABIC at the following toll-free number for instructions: 1-866-306-6694."

In the **Administrator** section, paragraph 7 is deleted and replaced with the following: "THIS IS NOT AN INSURANCE POLICY, WARRANTY, OR GUARANTEE. THIS IS A **SERVICE CONTRACT** AS REGULATED UNDER WISCONSIN LAW AND REFERENCED IN THE FEDERAL PUBLIC LAW #93-637. THIS **VSC** IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT DOES PROVIDE CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS **CONTRACT**."

In the **Contract Provisions** section, Number 7 is deleted and replaced with the following: "**YOU MUST OBTAIN AUTHORIZATION FROM OUR ADMINISTRATOR PRIOR TO THE PERFORMANCE OF ANY REPAIR.** In the event emergency repairs are performed outside of normal hours, **You** must contact **Our Administrator** the next business working day. **Your** failure to obtain authorization will not automatically invalidate **Your Claim** if **You** can demonstrate that it was not reasonably possible to obtain authorization."

In the **Non-Covered Conditions** section, Number 10 is amended by adding the following: "This **Contract** does not cover nor apply to: Any expenses incurred in connection with repairs performed without receipt of prior authorization. However, **We** will not deny a **Claim** solely because

pre-authorization was not obtained."

In the **Non-Covered Conditions** section, Number 16 is deleted in its entirety.

In the **Cancellations** section, paragraph 2 is amended by adding the following: "**You** have the right to return or void this **Contract**. **You** may return the **Contract** within twenty (20) calendar days after the date **We** mail a copy of the **Contract** to **You** or within ten (10) days if it is provided to **You** at the time of sale. If **You** return this **Contract** within the applicable time period and no **Claims** have been filed, the **Contract** shall be void and **We** will refund the entire **Contract** purchase price within forty-five (45) days. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this **Contract** to **Us**. The right to void the **Contract** is not transferable and applies only to the original purchaser. If the **Contract** is canceled as a result of the **Covered Vehicle** being deemed a total loss, no cancellation fee will be charged and the refund will be one hundred percent (100%) of the unearned premium."

In the **Cancellations** section, the last paragraph is deleted and replaced with the following: "**We** may cancel this **Contract** only for a substantial breach of duties by **You** relating to the **Covered Vehicle** or its use, material misrepresentation, or failure to pay premium. **We** may cancel this **Scheduled Maintenance Contract** (if applicable) only for fraud, material misrepresentation, or failure to pay premium. If **We** cancel this **Contract**, no cancellation fee will be charged, and the refund will be one hundred percent (100%) of the unearned premium. A written notice of cancellation stating the reason and the effective date of cancellation will be mailed to **Your** last known address at least thirty (30) days prior to cancellation."

In the **Procedures in the Event of Breakdown** section, Number 5 is deleted and replaced with the following: "**You** or the repair facility must submit all required original documents to **Our Administrator** as soon as reasonable possible and within one (1) year after the time required by the **Contract** before any **Claim** can be processed for payment. **Your** failure to submit the required documents will not automatically invalidate **Your** claim if **You** can demonstrate that it was not reasonably possible to do so. They must include accurate dates and detailed descriptions of the parts and services performed, as well as the specific charges. These documents include signed repair orders, rental bills, and other receipts evidencing amounts **Claimed** under this **Contract**."

In the **Procedures in the Event of Breakdown** section, Number 7 is deleted and replaced with the following: "If an emergency occurs that requires a repair to be made at a time when the **Administrator's** office is closed and prior authorization for the repair cannot be obtained, **You** should follow the procedures listed above and contact the **Administrator** for **Claims** instructions during normal business hours immediately following the emergency repair, or as soon as it is reasonably possible. Failure to obtain proper authorization will not automatically invalidate **Your Claim** if **You** can demonstrate that it was not reasonably possible to obtain authorization."

The **Arbitration Provision** of this **Contract** is deleted in its entirety.

V2-0814

#### Wyoming:

MT<sup>4</sup>VSC WY (03/13)

The following state specific requirements are added to and become part of **Your Vehicle Service Contract** and supersede any other provision to the contrary.

In the **Cancellations** section, paragraph 2 is amended by adding the following: "A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Contract** to **Us** and only to any cancellation received within the first twenty (20) calendar days after the date **We** mailed a copy of the **Contract** to **You** or within ten (10) days if it was provided to **You** at the time of sale. This provision only applies to the original purchaser."

In the **Cancellations** section, the last paragraph is deleted and replaced with the following: "**We** may cancel this **VSC** only for failure to pay the premium, a material misrepresentation by the **You**, or a substantial breach of duties by **You** relating to the covered **Vehicle**. A prior notice of cancellation is not required if the reason for cancellation is for non-payment of the **VSC** purchase price, a material misrepresentation made by **You**, or a substantial breach of duties by **You** under the **VSC** relating to the **Vehicle** or its use. If **We** cancel this **VSC**, no cancellation fee will be charged, and the refund will be one hundred percent (100%) of the unearned premium."

The **Arbitration Provision** of this **Contract** is deleted in its entirety.

V1-0313