

Assurant® Vehicle Care

Agreement # 3929805

Tire & Wheel Vehicle Service Contract For New & Pre-Owned Vehicles INFORMATION SCHEDULE

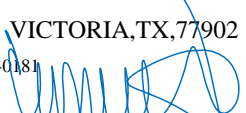
VEHICLE

Year, Make, Model, VIN 2024, CHEVROLET, SILVERADO 1GCPACED0RZ254664
Current Mileage 523 Vehicle Purchase Price \$59,080.00

CUSTOMER

Buyer EMILIO ORTIZ Co-Buyer
Address, City, State, ZIP 554 DAVIS LN VICTORIA, TX, 77905
Phone Cell (361) 935-2779 Home (361) 935-2779 Email E.ORTIZJR@YAHOO.COM

SELLING DEALER

Dealer Name, Dealer # ATZENHOFFER CHEVROLET COMPANY INC 74830
Address PO BOX 2509
City, State, ZIP VICTORIA, TX, 77902
Phone (361) 578-0181
Representative  ID#

LIENHOLDER/LESSOR/PAYMENT PLAN PROVIDER

Name GM FINANCIAL
Address PO BOX 1510
City, State, ZIP COCKEYSVILLE, MD, 21030
Phone (800) 920-0477

VEHICLE SERVICE CONTRACT INFORMATION

Coverage Plan TIRE & WHEEL - PREMIUM \$0 Deductible
Term Months 72 Purchase Date 3/23/2024
Selling Dealer Network Deductible \$0.00 Expiration Date 3/23/2030
Out-of-Network Deductible \$0.00 Service Contract Price \$680.00

WASHINGTON ONLY: INITIAL THE BOX BELOW IF YOUR SELLING DEALER IS LOCATED IN THE STATE OF WASHINGTON



By initialing this box, You acknowledge that You have read, understand and agree to the terms and conditions of this Vehicle Service Contract, including, but not limited to:

A. Requirements for maintaining Your Vehicle under Section V. Your Responsibilities.

B. Procedures required to file a claim under Section V. Your Responsibilities.

C. Parts covered for the Coverage Plan shown on the Information Schedule and under Section II. Tire & Wheel Coverage A. What is Covered.

D. Term Months shown on the Information Schedule and within Section VI. General Provisions, sub-section #1. Service Contract Term.

E. The Implied Warranty of Merchantability on the Vehicle listed on the Information Schedule is not waived if the Vehicle Service Contract has been purchased within 90 days of the purchase date of the Vehicle from the Selling Dealer who also sold the Vehicle covered by this Vehicle Service Contract.

F. Exclusions of coverage under Section II. Tire & Wheel Coverage B. What is Not Covered.

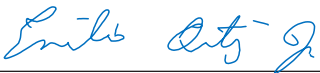
G. Cancellation provisions and conditions under Section VI. General Provisions, sub-section #9. How This Service Contract May Be Canceled.

H. Benefits may be transferred when eligible to an individual who purchases this Vehicle. Please refer to Section VI. General Provisions, sub-section #8. How This Service Contract May Be Transferred.

Notice to Customer:

- The purchase of this Vehicle Service Contract is optional, cancelable and not required to obtain financing or to purchase or lease this Vehicle. The Service Contract Price may be financed with the purchase of this Vehicle. Other payment options may be available.
- You must follow the maintenance guidelines listed in Section V. Your Responsibilities. If Your failure to follow the maintenance guidelines causes damage resulting in a covered repair, You may be denied coverage.
- You are required to obtain authorization prior to beginning any repairs covered by this Vehicle Service Contract. Refer to Section V. Your Responsibilities for instructions.
- This Vehicle Service Contract runs concurrent with, and is secondary to, any applicable Warranty.
- This Vehicle Service Contract includes a Dispute Resolution - Arbitration provision. Refer to Section VI. General Provisions, sub-section #7. for details.

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



Buyer Signature

Co-Buyer Signature

Provider

- In FL: United Service Protection, Inc. Florida License #60016
- In OK: Assurant Service Protection, Inc. Oklahoma License #44199246
- In MA: Selling Dealer shown above
- All Other Available States: United Service Protection Corporation TX License #106

P.O. Box 21647, St. Petersburg, Florida 33742
1-800-964-4811

Administrator

- In FL: United Service Protection, Inc. Florida License #60016
- In OK: Assurant Service Protection, Inc. Oklahoma License #44199246
- All Other Available States: United Service Protection Corporation TX License #106

P.O. Box 7719, The Woodlands, TX 77387
1-800-964-4811

For Emergency Roadside Assistance:

Call Toll-Free: 1-866-603-5420

To File a Claim:

Contact Your
Selling Dealer or

Call Toll-Free: 1-800-964-4811

ASSURANT VEHICLE CARE TIRE & WHEEL VEHICLE SERVICE CONTRACT

This agreement is a Vehicle Service Contract between **You** and the **Provider** and describes the coverage **You** will have under **Your** Assurant Vehicle Care Tire & Wheel Vehicle Service Contract (hereafter referred to as "Service Contract"). In return for payment by **You** of the **Service Contract Price** and subject to all the terms of this Service Contract, **We** agree with **You** as follows:

TABLE OF CONTENTS

I. KEY TERMS	Page 2
II. TIRE & WHEEL COVERAGE	Pages 3-4
III. ADDITIONAL BENEFITS	Pages 4-5
IV. WHAT TO DO IF REPAIRS ARE NEEDED	Page 5
V. YOUR RESPONSIBILITIES	Page 5
VI. GENERAL PROVISIONS	Pages 5-6
VII. STATE AMENDMENTS	Pages 7-16

I. KEY TERMS

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

"Provider", "We", "Us" and "Our" mean United Service Protection Corporation, Texas License #106, except in the state of Florida where **Provider, We, Us, and Our** mean United Service Protection, Inc., Florida License #60016; in the state of Oklahoma where **Provider, We, Us and Our** mean Assurant Service Protection, Inc., Oklahoma License #44199246; in the state of Massachusetts where **Provider, We, Us, and Our** mean the **Selling Dealer** located at the address shown on the Information Schedule, all located at P.O. Box 21647, St. Petersburg, Florida 33742, 1-800-964-4811.

"Administrator" means United Service Protection Corporation, except in the state of Florida where **Administrator** means United Service Protection, Inc.; in the state of Oklahoma where **Administrator** means Assurant Service Protection, Inc., all located at P.O. Box 7719, The Woodlands, Texas 77387, 1-800-964-4811.

"Cosmetic Wheel Damage" means direct and accidental damage such as curb rash, scuffs, scrapes or scratches to the outside face of **Your Vehicle's** wheel that does not render wheel **Unserviceable**.

"Cost" means the reasonable and customary charges for parts and labor necessary to complete the covered repair or replacement. **These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.**

"Deductible" means the amount **You** must pay per visit for covered repairs shown on the Information Schedule. The **Selling Dealer Network Deductible** applies when covered repairs are performed at **Your Selling Dealer** or any other **Selling Dealer Network** location. The **Out-of-Network Deductible** applies when covered repairs are performed elsewhere. For a complete list of **Selling Dealer Network** locations, please contact **Your Selling Dealer**.

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

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

"Purchase Date" means the date **You** purchased this Service Contract shown on the Information Schedule.

"Repair Facility" means a franchised automobile dealer or a licensed repairer. **A Repair Facility must receive authorization from the Administrator prior to beginning repairs.**

"Road Hazard" means curbs or objects and road conditions such as potholes, rocks, wood debris, metal parts, nails, glass, plastic or composite scraps or any item causing tire and/or wheel damage other than wear and tear and those conditions excluded under **"B. WHAT IS NOT COVERED"** within Section II. **TIRE & WHEEL COVERAGE.**

"Selling Dealer" means the dealer from whom **You** purchased this Service Contract shown on the Information Schedule.

"Selling Dealer Network" means any dealer owned by, owning or under common ownership with the **Selling Dealer**.

"Service Contract Price" means the amount **You** paid for this Service Contract shown on the Information Schedule.

"Term Months" means the number of months for the Service Contract Term shown on the Information Schedule.

"Unserviceable" means (1) the wheel is unable to seal with the tire, resulting in air loss or (2) the wheel is bent or cracked and is able to seal with the tire resulting in no air loss, however the damaged wheel creates an unsafe driving condition.

"Vehicle" means the covered car or truck shown on the Information Schedule.

"Warranty" means any warranty whether issued by the manufacturer, automotive retailer, **Repair Facility** or other warrantor.

"You" and **"Your"** mean the customer shown on the Information Schedule, or an eligible person to whom this Service Contract has been properly transferred.

II. TIRE & WHEEL COVERAGE

A. WHAT IS COVERED

During the Service Contract Term and subject to the indicated Coverage Plan, **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** to repair, or if non-repairable, the **Cost** to replace a damaged tire(s), wheel(s) and TPMS tire pressure monitoring sensor(s) on **Your Vehicle** if the damage is caused by a **Road Hazard** on a public roadway, less **Your Deductible**. Coverage will be provided if **Your Vehicle** is used for **Permitted Commercial Purposes**.

STANDARD

When the STANDARD Coverage Plan has been purchased as indicated on the Information Schedule, the following coverage will be provided if damage is caused by a **Road Hazard** on a public roadway.

- **TIRE REPAIR** – **We** will pay the **Cost** to repair the flat tire(s) less **Your Deductible**.
- **TIRE REPLACEMENT** – **We** will pay for a replacement tire should the tire become non-repairable, as determined by the **Repair Facility**. **We** will pay the **Cost** of a replacement tire (including mounting, balancing, new valve stem and sales tax) as shown on the repair order, less **Your Deductible**. **Replacements are limited to the manufacturer's original tires or comparable or like replacements. Comparable or like replacements are determined by the Administrator.**
- **WHEEL REPLACEMENT** – **We** will pay the **Cost** of a replacement wheel (including mounting, balancing, new valve stem and sales tax) as shown on the repair order if the damaged wheel on **Your Vehicle** is rendered **Unserviceable**, less **Your Deductible**. **Replacements are limited to the manufacturer's original equipment wheel, remanufactured, or like replacements as determined by the Administrator.**
- **TPMS TIRE PRESSURE MONITORING SENSOR REPLACEMENT** – **We** will pay the **Cost** of a replacement TPMS Tire Pressure Monitoring Sensor as shown on the repair order, less **Your Deductible**. **TPMS tire pressure monitoring sensor replacements are limited to the manufacturer's original equipment, remanufactured or like replacements as determined by the Administrator.**

PREMIUM

When the PREMIUM Coverage Plan has been purchased as indicated on the Information Schedule, the following coverage, in addition to the coverage provided under STANDARD Coverage Plan, will be provided if damage is caused by a **Road Hazard** on a public roadway.

- **COSMETIC WHEEL REPAIR** - **We** will pay the **Cost** to repair **Cosmetic Wheel Damage** on **Your Vehicle** less **Your Deductible**. **Due to the age and variances in wheel color and texture, it is not always possible to perfectly match colors or textures to the non-scratched wheels on Your Vehicle. For this reason, an exact color and texture match is not guaranteed.**

PREMIUM PLUS

When the PREMIUM PLUS Coverage Plan has been purchased as indicated on the Information Schedule, the following coverage, in addition to the coverage provided under STANDARD and PREMIUM Coverage Plans, will be provided if damage is caused by a **Road Hazard** on a public roadway.

- **COSMETIC WHEEL REPLACEMENT** - **We** will pay for a replacement wheel if the **Cosmetic Wheel Damage** cannot be repaired through normal cosmetic repair techniques, as determined by the **Repair Facility**. **We** will pay the **Cost** of a replacement wheel (including mounting, balancing, new valve stem and sales tax) as shown on the repair order less **Your Deductible**. **Replacements are limited to the manufacturer's original equipment wheel, remanufactured, or like replacements as determined by the Administrator.**

B. WHAT IS NOT COVERED

WE WILL NOT PAY FOR OR COVER THE FOLLOWING UNDER TIRE & WHEEL COVERAGE:

1. **NON-STANDARD USE:**
 - A. **IF YOUR VEHICLE IS USED FOR PROHIBITED COMMERCIAL PURPOSES (SEE KEY TERMS SECTION FOR DEFINITION).**
 - B. **IF YOUR VEHICLE IS USED FOR RACING AND OTHER COMPETITION.**
 - C. **FOR OTHER THAN ON-ROAD PASSENGER VEHICLES.**
2. **NEGLIGENCE, MISREPRESENTATION OR MISUSE:**
 - A. **FOR DAMAGE CAUSED BY NEGLIGENCE, ABUSE, MISUSE OR INTENTIONAL ACTS.**
3. **COLLISION, PHYSICAL DAMAGE AND COSMETICS:**
 - A. **FOR DAMAGE CAUSED BY ACCIDENTS, COLLISION, IMPACTS, MANUFACTURER'S DEFECTS, VANDALISM, WAR, RIOTS, TERRORIST ACTS, EXPLOSION, MALICIOUS MISCHIEF, FIRE, THEFT, VOLCANIC ERUPTION, HAIL, WATER, FREEZING, FLOOD, WIND, LIGHTNING, EARTHQUAKE, HURRICANE, TROPICAL STORM, OR WEATHER RELATED HAZARDS.**
4. **WARRANTIES AND MANUFACTURER RECALLS:**
 - A. **FOR A REPAIR OR REPLACEMENT COVERED BY ANY WARRANTY OR YOUR PRIMARY INSURANCE COVERAGE.**
 - B. **FOR A REPAIR OR REPLACEMENT WHEN THE MANUFACTURER, BY PUBLIC ANNOUNCEMENT OR RECALL, ESTABLISHED ITS RESPONSIBILITIES FOR ANY MANUFACTURER'S DEFECT.**
5. **CONSEQUENTIAL DAMAGE:**
 - A. **LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM THE FAILURE OR DAMAGE OF A COVERED PART UNLESS AS PROVIDED UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT. CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING THE FAILURE OR DAMAGE OF A COVERED PART.**
 - B. **FOR DAMAGE OR INJURY TO PERSON OR PROPERTY; OTHER THAN TO REPAIR OR REPLACE THE COVERED TIRE & WHEEL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SERVICE CONTRACT.**
6. **NON-COVERED CONDITIONS:**
 - A. **FOR ANY CONDITION, DAMAGE OR WEAR WHICH EXISTED PRIOR TO THE PURCHASE DATE OF THIS SERVICE CONTRACT.**
 - B. **FOR REPAIRS OR REPLACEMENTS THAT ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SERVICE CONTRACT SECTION WHAT TO DO IF REPAIRS ARE NEEDED).**
 - C. **FOR DAMAGE OCCURRING FROM OPERATING ON ANY SURFACE OTHER THAN FEDERAL, STATE, COUNTY, CITY OR MUNICIPALITY PAVED ROAD OR HIGHWAYS.**

- D. FOR ANY DAMAGE CAUSED BY NORMAL WEAR AND TEAR.
- E. FOR TIRES AND WHEELS THAT EXCEED 24" IN DIAMETER.
- F. FOR TIRES THAT HAVE 3/32" OR LESS TREAD DEPTH REMAINING (AND WHEELS ON WHICH THE TIRES HAVE LESS THAN 3/32" TREAD DEPTH).
- G. FOR DAMAGE CAUSED BY VALVE OR RIM LEAKS, IMPROPER INSTALLATION, DRY ROT IN EITHER SIDEWALL OR TREAD, TIRE CHAINS, OFF ROAD USE.
- H. FOR WHEELS THAT WILL NOT SEAL DUE TO RUST AND CORROSION.
- I. FOR VEHICLES WITH AFTERMARKET, NON-DEALER OR NON-OEM INSTALLED OFF-ROAD TIRES AND WHEELS.
- J. FOR TIRES AND/OR WHEELS THAT DO NOT MEET THE MANUFACTURER'S RECOMMENDATIONS SPECIFIC TO YOUR VEHICLE.
- K. FOR MISUSE OCCASIONED FROM DRIVING ON TIRES THAT ARE OVER INFLATED, UNDER INFLATED OR FLAT.
- L. FOR TIRE ACCESSORIES, WHEEL ACCESSORIES, NITROGEN FILLING FOR TIRES, SHIPPING ASSOCIATED WITH DAMAGED OR REPLACEMENT TIRE OR WHEEL, ALIGNMENTS OR ADJUSTMENTS TO YOUR VEHICLE.
- M. FOR A REPAIR OR REPLACEMENT EXCEEDING THE MANUFACTURER'S VEHICLE SPECIFICATION.
- N. FOR ANY WHEEL REPAIR EXCEPT AS COVERED UNDER COSMETIC WHEEL REPAIR.
- O. FOR VEHICLES EQUIPPED WITH CARBON FIBER WHEELS.
- P. ANY REQUEST FOR CLAIM PAYMENT NOT RECEIVED WITHIN 120 DAYS FROM THE AUTHORIZATION DATE WILL RESULT IN A CLAIM DENIAL.

III. ADDITIONAL BENEFITS

The benefits shown below are included with the Coverage Plan purchased. No **Deductible** applies to the Additional Benefits.

EMERGENCY ROADSIDE ASSISTANCE

Emergency Roadside Assistance is available 24 hours a day, 365 days a year. **We will pay for a covered emergency up to \$125 per occurrence with no out-of-pocket expense to You. If the covered emergency exceeds \$125 per occurrence, You are responsible for the portion that exceeds \$125. You are responsible for any non-covered expenses. This benefit is available only for Your Vehicle.**

The following are covered emergencies under Emergency Roadside Assistance:

- **Towing Assistance** – when **Your Vehicle** is inoperable or unsafe to drive, **Your Vehicle** will be towed to the closest **Repair Facility** or to any other location requested by **You**.
- **Extrication Assistance** – provides assistance with extricating **Your Vehicle** when it is stuck in a ditch or other inaccessible area, when such location is within 50 feet of a paved road or highway. **This service does not cover for extrication when driving Your Vehicle off-road or on unpaved surfaces.**
- **Flat Tire Assistance** – service consists of: (a) the removal of the flat tire and (b) replacing the flat tire with **Your** spare tire located with **Your Vehicle**.
- **Fuel, Oil, Fluid and Water Delivery Service** – an emergency supply of fuel, oil, fluid and water will be delivered if **Your Vehicle** is in immediate need. **You will be responsible for the cost of these supplies.**
- **Lock-out Assistance** – if **Your** keys are locked inside **Your Vehicle**, assistance will be provided in gaining entry into **Your Vehicle**.
- **Battery Assistance** – if battery failure occurs, a jump-start will be provided to start **Your Vehicle**.

For Emergency Roadside Assistance, call toll-free: 1-866-603-5420

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

1. FOR EMERGENCIES RESULTING FROM THE USE OF INTOXICANTS OR NARCOTICS, OR THE USE OF YOUR VEHICLE IN THE COMMISSION OF A FELONY.
2. FOR COST OF PARTS, REPLACEMENT KEYS, FLUIDS, LUBRICANTS, FUEL, MATERIALS, ADDITIONAL LABOR RELATED TO TOWING OR COST OF INSTALLATION OF PRODUCTS.
3. FOR NON-EMERGENCY TOWING OR OTHER NON-EMERGENCY SERVICE.
4. FOR MOUNTING OR REMOVING OF SNOW TIRES OR CHAINS; FOR SHOVELING SNOW AROUND YOUR VEHICLE; TIRE REPAIR.
5. FOR CAMPING TRAILERS, TRAVEL TRAILERS, RECREATIONAL VEHICLES (INCLUDING SELF-MOTORIZED RVS) OR ANY VEHICLES IN TOW.
6. FOR ANY AND ALL TAXES, TOLLS AND/OR FINES.
7. FOR TOWING FROM OR REPAIR WORK PERFORMED AT A SERVICE STATION, GARAGE OR REPAIR SHOP; FOR A SECOND TOW FOR THE SAME DISABLEMENT.
8. FOR TOWING BY OTHER THAN A LICENSED TOWING COMPANY, SERVICE STATION OR GARAGE.
9. FOR MORE THAN ONE DISABLEMENT FOR THE SAME SERVICE TYPE DURING ANY SEVEN DAY PERIOD.
10. FOR SERVICE ON YOUR VEHICLE THAT IS NOT IN A SAFE CONDITION TO BE TOWED OR SERVICED, OR THAT MAY RESULT IN DAMAGE TO YOUR VEHICLE IF TOWED OR SERVICED.
11. FOR TOWING OR SERVICE ON ROADS NOT REGULARLY MAINTAINED, SUCH AS SAND BEACHES, OPEN FIELDS, FORESTS AND AREAS DESIGNATED AS NOT PASSABLE DUE TO CONSTRUCTION.
12. FOR TOWING AT THE DIRECTION OF A LAW ENFORCEMENT OFFICER RELATING TO TRAFFIC OBSTRUCTION, IMPOUNDMENT, ABANDONMENT, ILLEGAL PARKING OR OTHER VIOLATIONS OF LAW.
13. FOR REPEATED SERVICE CALLS FOR A VEHICLE IN NEED OF ROUTINE MAINTENANCE OR REPAIR.
14. FOR SERVICE SECURED THROUGH ANY SOURCE OTHER THAN US WITHOUT OUR PRIOR AUTHORIZATION.

EMERGENCY TRAVEL EXPENSE REIMBURSEMENT

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

EMERGENCY TRAVEL EXPENSE REIMBURSEMENT IS NOT AVAILABLE IF YOUR SELLING DEALER IS LOCATED IN THE STATE OF NEW YORK.

For Emergency Travel Expense Reimbursement, call toll-free: 1-800-964-4811

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

- 1. FOR ADDITIONAL COMMERCIAL LODGING ENTERTAINMENT EXPENSE.**
- 2. FOR ANY COVERED REPAIR THAT OCCURS LESS THAN 100 MILES FROM YOUR HOME.**

SUBSTITUTE TRANSPORTATION

If **Your Vehicle** requires a repair covered by this Service Contract, **We** will reimburse **Your** actual expenses for substitute transportation. Substitute Transportation includes renting a car from a licensed rental facility, qualified ride-hailing service, taxi or other public transportation service. **Any reimbursement will require the transportation provider receipt(s) and will be limited to up to \$40 for a maximum of one day.**

For Substitute Transportation, call toll-free: 1-800-964-4811

IV. WHAT TO DO IF REPAIRS ARE NEEDED

CUSTOMER INSTRUCTIONS

In the event repairs are needed, **We** recommend **You** return **Your Vehicle** to the Selling Dealer. If **You** are unable to return to the Selling Dealer, **You** can locate a preferred Repair Facility by contacting the Administrator at:

1-800-964-4811

Emergency Repair Instructions: In the event that the Administrator's office is closed and emergency repairs are necessary, **You** may commence with emergency repairs without securing the Administrator's prior authorization. However, **You** or the Repair Facility must notify the Administrator of the repairs as soon as the Administrator's office reopens. **You** must submit written information and documentation concerning the repairs no later than 30 days after the repair. Reimbursement of emergency repairs will be subject to all terms and conditions of this Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because **Your Vehicle** was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens.

V. YOUR RESPONSIBILITIES

- 1. You must maintain and service the tires and wheels, at the proper intervals, as required by the Owner's Manual for Your Vehicle. If Your failure to follow these procedures results in damage, You may be denied coverage. If You do not have an Owner's Manual, contact Your Vehicle's manufacturer to obtain one.**
- 2. If Your Vehicle requires a repair covered by this Service Contract, You agree to:**
 - Use all reasonable means to protect Your Vehicle from further damage.**
 - Notify the Administrator as soon as possible.**
 - Obtain authorization from the Administrator prior to beginning any repairs covered by this Service Contract, except when the Administrator's office is closed and emergency repairs are necessary (see Emergency Repair Instructions within section IV. WHAT TO DO IF REPAIRS ARE NEEDED).**
 - Allow the Administrator to inspect Your Vehicle if the Administrator asks to do so.**

VI. GENERAL PROVISIONS

1. Service Contract Term

The Service Contract Term is the **Term Months** shown on the Information Schedule. The Service Contract begins on the **Purchase Date** shown on the Information Schedule. The Service Contract ends following the Expiration Date. The Service Contract Term expiration (Expiration Date) is measured in **Term Months** from the **Purchase Date**. **This Service Contract is not renewable.**

2. Where You Are Covered

This Service Contract applies only to repairs occurring within the continental United States of America, Alaska, Hawaii and Canada.

3. If You Have Other Coverage

If the manufacturer or **Repair Facility** agrees to cover all or some of the **Cost** of covered repairs after a **Warranty** or guarantee has expired, **We** will pay only for any extra **Cost**. **If You have other Emergency Roadside Assistance, Emergency Travel Expense Reimbursement or Substitute Transportation coverage, We will pay only the amount in excess of that coverage, subject to the limits of this Service Contract.**

4. Your Help And Cooperation

Your help and cooperation is required if We ask You to help Us enforce Your rights against any manufacturer or Repair Facility who may be responsible to You for the Cost of repairs covered by this Service Contract.

5. Limit of Liability

Single Claim Limit

Our limit of liability is the Cost to repair or replace any covered part, but in no event shall this Cost exceed the specified limits indicated in the Tire & Wheel Coverage section of this Service Contract, if any.

Aggregate Claim Limit

The total of all benefits paid or payable during Service Contract Term shall not exceed Vehicle Purchase Price as shown on the Information Schedule.

6. Subrogation

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

7. Dispute Resolution – Arbitration

Read the following arbitration provision carefully. It limits certain 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 Consumer 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 or visiting www.adr.org. We will advance to You all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, 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 Amendments section of this Service 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.

8. How This Service Contract May Be Transferred

Your rights and duties under this Service Contract may only be transferred to subsequent purchaser directly by You within 30 days from the date of sale to the subsequent owner. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. In the event of Your death, the benefits of this Service Contract will be available to Your spouse or legal representative.

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

- a. Completed Transfer Request form, which can be obtained by contacting the Administrator;
- b. Copy of Your Service Contract;
- c. Bill of Sale indicating date of sale of the Vehicle;
- d. \$50 transfer fee made payable to the Administrator.

9. How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You

You may cancel this Service Contract at any time. To cancel, contact the **Selling Dealer**. The **Selling Dealer** will assist with Your cancellation request. If You are unable to return to the **Selling Dealer**, You must provide written notice to the **Administrator**. A copy of Your Service Contract must be included with Your request for cancellation.

Cancellation By Us

If We cancel this Service Contract, We will mail You written notice at least 30 days prior to cancellation. This notice shall state the effective date of and the reason for cancellation. We may cancel this Service Contract for any reason within 90 days of the **Purchase Date**. After 90 days, We may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by You;
- If You do not pay the **Service Contract Price**; or
- If You use Your Vehicle in any manner not covered by this Service Contract.

Cancellation By Lienholder/Lessor/Payment Plan Provider

If this Service Contract is financed, included in Your lease agreement or purchased on a payment plan, the Lienholder/Lessor/Payment Plan Provider (shown on the Information Schedule) may cancel this Service Contract in the event You default in Your obligation to such Lienholder/Lessor/Payment Plan Provider or in the event Your Vehicle is declared a total loss or is repossessed.

How Refunds Are Calculated

If the Service Contract is canceled within 60 days of the **Purchase Date** and a claim has not been incurred, a 100% refund of the **Service Contract Price** will be made. After 60 days or if You have incurred a claim within the first 60 days, a pro-rata refund of the unused days within the **Term Months** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the percentage of the unused days within the **Term Months** divided by the total days within the **Term Months** of the Service Contract Term, less an administrative fee of \$50. If this Service Contract is canceled by Us, no administrative fee will be charged. For refund calculations, if the Service Contract is canceled by Us, all references to 60 days are replaced with 90 days.

You authorize that all refunds will be paid to the Lienholder/Lessor/Payment Plan Provider if any, otherwise the refund will be paid to You. If this Service Contract is canceled by You or the Lienholder/Lessor/Payment Plan Provider, the refund, if any, will be paid or credited no more than 30 days from receipt of the cancellation notice by the **Selling Dealer**, **Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by Us, the refund, if any, will be paid or credited within 30 days of the date of cancellation.

10. Insurance

This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an Insurance Policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your covered repair is not paid within 60 days after all required proof of loss has been filed, You may file a direct claim with American Bankers Insurance Company of Florida. To do so, please call the following toll-free number for instructions: 1-866-306-6694.

11. Entire Service Contract

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

VII. STATE AMENDMENTS

This Service Contract is amended and the language below governs if the **Selling Dealer** is located in a state listed below.

Alabama

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

How Refunds are Calculated is amended as follows:

The \$50 administrative fee is deleted and replaced with a \$25 administrative fee.

Alaska

WHAT IS NOT COVERED – is amended as follows:

Exclusion #2A – Any reference to “**TERRORISTS ACTS**” within this exclusion is deleted in its entirety.

Exclusion #5A is deleted in its entirety and replaced by the following:

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

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

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

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

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

If **We** cancel this Service Contract, a penalty per month in the amount of 10% of the unearned **Provider** fee (**Service Contract Price**) shall be added to a refund that is not paid within 45 days from the effective date of cancellation by **Us**.

How Refunds are Calculated is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 7.5% of the refund amount, whichever is less.

GENERAL PROVISIONS – Section 10 Insurance is deleted in its entirety and replaced by the following:

This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an Insurance Policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your covered repair is not paid within 30 days after all required proof of loss has been filed, You may file a direct claim with American Bankers Insurance Company of Florida. To do so, please call the following toll-free number for instructions: 1-866-306-6694.

Arizona

NOTICE TO CUSTOMER – is amended to include:

In the event a repair or replacement is necessary when the Administrator's office is closed. You may follow the claim procedures in the Service Contract without prior authorization. Reimbursement will be made to You or the Repair Facility in accordance with Service Contract provisions.

WHAT IS NOT COVERED – is amended as follows:

Exclusions #1A & 1B are amended to include: “**WHILE THE VEHICLE IS OWNED BY YOU.**”

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is amended to include:

Notwithstanding the Arbitration Provision, **You** have the right to file a complaint with the Arizona Department of Insurance and Financial Institutions (D.I.F.I.) against a Service Company issuing an approved Service Contract by contacting the Consumer Protection Division of the D.I.F.I., phone number 602-364-2499 or difi.az.gov.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

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

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

- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer; or
- If **You** do not pay the **Service Contract Price**.

How Refunds are Calculated is amended as follows:

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

California

KEY TERMS – “**Provider**”, “**We**”, “**Us**”, “**Our**” and “**Administrator**” definitions are amended to include: The **Administrator** is United Service Protection Corporation. The mailing address and phone number is P.O. Box 21647, St. Petersburg, Florida 33742, 1-800-964-4811. The California Provider License Number for United Service Protection Corporation is 0D01816. Please direct any correspondence to **Our** business address at P.O. Box 7719., The Woodlands, Texas 77387, 1-800-964-4811.

KEY TERMS – “**Permitted Commercial Purposes**” and “**Prohibited Commercial Purposes**” definitions are deleted and replaced by the following:

“**Permitted Commercial Purposes**” means **Your Vehicle** is used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening/landscaping), light duty contracting (e.g. electrician, carpenter and plumber) or vehicles used for rideshare (i.e. Uber, Lyft).

"Prohibited Commercial Purposes" means **Your Vehicle** is used for hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, carry passengers for hire (taxi, limousine or shuttle services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use or business travel when the Vehicle is used by more than one driver.

ADDITIONAL BENEFITS – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance is provided by **Us** and administered by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas, TX 75244-4388, 1-866-603-5420.

WHAT IS NOT COVERED – is amended as follows:

Exclusion #6G is deleted in its entirety and replaced by the following:

FOR DAMAGE CAUSED BY VALVE OR RIM LEAKS, IMPROPER INSTALLATION, DRY ROT IN EITHER SIDEWALL OR TREAD, TIRE CHAINS, OFF ROAD USE.

YOUR RESPONSIBILITIES – is amended as follows:

Item #1 is deleted in its entirety and replaced by the following:

1. You must perform maintenance services to Your Vehicle, at the proper intervals, as required by the Owner's Manual for Your Vehicle. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage. If You do not have an Owner's Manual, contact Your Vehicle's manufacturer to obtain one or call the Administrator for assistance.

Item #2 is deleted in its entirety and replaced by the following:

2. We recommend that You keep receipts which verify the Vehicle Identification Number, work orders and other documentation that show a date, a description of Your Vehicle, mileage and services performed. Failure to show proof of servicing shall not be cause for denial of coverage.

GENERAL PROVISIONS – Section 6 Subrogation is deleted in its entirety.

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is deleted in its entirety.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended as follows:

The sentence "A copy of **Your** Service Contract must be included with **Your** request for cancellation." is deleted in its entirety.

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

We may cancel this Service Contract for any reason within 60 days of the **Purchase Date**. After 60 days, **We** may only cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You**; or
- If **You** do not pay the **Service Contract Price**.

If **We** cancel this Service Contract, **We** will mail **You** written notice. If **We** cancel within 60 days of the **Purchase Date**, the notice will be postmarked before the 61st day after the **Purchase Date**. Any notice shall provide: a) the effective date of cancellation, which will not be less than 5 days after the postmark of the date of notice, and b) the reason for cancellation. If the reason for cancellation is due to fraud or material misrepresentation, the notice shall contain the specific nature of such fraud or misrepresentation. If **We** cancel this Service Contract, the refund, if any, will be paid within 30 days of the date of cancellation.

If **You** have reported a claim to **Us**, prior to the cancellation date, the claim will be adjudicated according to the terms and conditions of this Service Contract.

Cancellation By Lienholder/Lessor/Payment Plan Provider is deleted in its entirety.

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

If this Service Contract is canceled within 60 days of the **Purchase Date** and a claim has not been incurred, a 100% refund of the **Service Contract Price** will be made. If this Service Contract is canceled within 60 days of the **Purchase Date** and a claim has been incurred, a pro-rata refund of the unused days within the **Term Months** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the percentage of the unused days within the **Term Months** divided by the total days within the **Term Months** of the Service Contract Term. No administrative fee will be charged.

After 60 days, a pro-rata refund of the unused days within the **Term Months** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the percentage of the unused days within the **Term Months** divided by the total days within the **Term Months** of the Service Contract Term, less an administrative fee of \$25 or 10% of the refund amount, whichever is less. If this Service Contract is canceled by **Us**, no administrative fee will be charged.

If this Service Contract is canceled by **You**, the refund, if any, will be paid or credited no more than 30 days from receipt of the cancellation notice by the **Selling Dealer, Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us** or canceled by **Us** on behalf of the Lienholder/Lessor/Payment Plan Provider, the refund, if any, will be paid or credited to **You** within 30 days of the date of cancellation.

GENERAL PROVISIONS – Section 10 Insurance is deleted in its entirety and replaced by the following:

Performance to You under this Service Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Service Contract has been denied or has not been honored within 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, FL 33157. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357 or access their website www.insurance.ca.gov.

Colorado

GENERAL PROVISIONS – Section 10 Insurance is amended to include: **Insurance Policy #SFM-3-CO-1-4.**

Connecticut

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

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is amended as follows:

If **You** and the **Provider** are unable to resolve any disputes arising under this Service Contract, the State of Connecticut has established a process to settle disputes arising from service contracts as outlined in R.C.S.A §§ 42-260-1 to 5. If **You** purchase this Service Contract in Connecticut, to initiate the process **You** must first submit a written complaint which may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the **Service Contract Price**, the **Cost** of repair of the **Vehicle** and a copy of this Service Contract.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

Cancellation By Us is amended as follows:

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

District of Columbia

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

How Refunds are Calculated is amended as follows:

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

Florida

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

WHAT TO DO IF REPAIRS ARE NEEDED – “Emergency Repair Instructions” is amended as follows:

The 30-day time period for filing a claim is deleted and replaced with 90 days.

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is amended to include:

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.

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Transferred is amended as follows:

The \$50 transfer fee is deleted and replaced with a \$40 transfer fee.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

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

We may cancel this Service Contract for any reason within 60 days of the **Purchase Date**. After 60 days, **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You** on the **Purchase Date**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer; or
- If **You** do not pay the **Service Contract Price**.

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

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

If this Service Contract is canceled by **You** or the Lienholder/Lessor/Payment Plan Provider within 60 days of the **Purchase Date**, a 100% refund of the **Service Contract Price** will be made less any claims paid, if any. After 60 days, a pro-rata refund of the unused days within the **Term Months** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the percentage of the unused days within the **Term Months** divided by the total days within the **Term Months** of **Your** Service Contract Term; less an administrative fee of \$50 or 10% of the refund amount, whichever is less.

If **We** cancel this Service Contract within 60 days of the **Purchase Date**, a 100% refund of the **Service Contract Price** will be made less any claims paid, if any. After 60 days, a pro-rata refund of the unused days within the **Term Months** will be made. The pro-rata refund will not be less than 100% of the paid unearned pro-rata **Service Contract Price** less any claims paid on this Service Contract. If this Service Contract is canceled by **Us**, no administrative fee will be charged.

You authorize that all refunds will be paid to the Lienholder/Lessor/Payment Plan Provider, if any, otherwise the refund will be paid to **You**. If this Service Contract is canceled by **You** or the Lienholder/Lessor/Payment Plan Provider, the refund, if any, will be paid or credited no more than 30 days from receipt of the cancellation notice by the **Selling Dealer, Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, the refund, if any, will be paid or credited within 30 days of the date of cancellation.

Should **We** fail to refund the unearned consideration, **You** have the right to receive the refund directly from American Bankers Insurance Company of Florida.

GENERAL PROVISIONS – Section 10 Insurance is amended as follows:

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

Georgia

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

WHAT IS NOT COVERED – is amended as follows:

Item#6A is deleted in its entirety.

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is deleted in its entirety.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

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

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

We may cancel this Service Contract:

- In the event of fraud by **You**;
- In the event of material misrepresentation by **You**; or
- If **You** do not pay the **Service Contract Price**.

Cancellation By Lienholder/Lessor/Payment Plan Provider is deleted in its entirety and replaced by the following:

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder/Lessor/Payment Plan Provider (shown on the Information Schedule) to cancel this Service Contract and receive the refund.

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

If this Service Contract is canceled within 60 days of the **Purchase Date**, a 100% refund of the **Service Contract Price** will be made less any claims paid, if any. After 60 days, a pro-rata refund of the unused days within the **Term Months** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the percentage of the unused days within the **Term Months** divided by the total days within the **Term Months of Your Service Contract Term**; less an administrative fee of \$50 or 10% of the unearned pro-rata **Service Contract Price**, whichever is less. If this Service Contract is canceled by **Us**, no administrative fee will be charged.

You authorize that all refunds will be paid to the Lienholder/Lessor/Payment Plan Provider if any, otherwise the refund will be paid to **You**. If this Service Contract is canceled by **You** or the Lienholder/Lessor/Payment Plan Provider, the refund, if any, will be paid or credited no more than 30 days from receipt of the cancellation notice by the **Selling Dealer, Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, the refund, if any, will be paid or credited within 30 days of the date of cancellation.

Should **We** fail to refund the unearned consideration, **You** have the right to receive the refund directly from American Bankers Insurance Company of Florida.

Hawaii

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

Idaho

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

Illinois

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

How Refunds are Calculated is amended as follows:

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

Indiana

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

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

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

If **Your** cancellation refund is not paid within 60 days after the Service Contract has been returned to the **Selling Dealer** or the **Administrator**, **You** may request a refund from American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

Iowa

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

If **You** have questions regarding **Your** Service Contract, **You** may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315-1000.

TIRE & WHEEL COVERAGE – is amended to include:

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

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

How Refunds are Calculated is amended as follows:

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

The sentence “**You** authorize that all refunds will be paid to the Lienholder/Lessor/Payment Plan Provider if any, otherwise the refund will be paid to **You**.” is revised to read “**You** authorize that all refunds will be paid by the **Selling Dealer** to the Lienholder/Lessor/Payment Plan Provider if any, otherwise the refund will be paid to **You**.”

GENERAL PROVISIONS – Section 10 Insurance is amended as follows:

A claim against the Provider may also include a refund of the unearned Provider fee (Service Contract Price) in the event this Service Contract is canceled.

Louisiana

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

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation by You is amended to include:

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

Maine

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is deleted in its entirety.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

How Refunds are Calculated is amended as follows:

If this Service Contract is canceled within 60 days of the **Purchase Date** and a claim has not been incurred, a 100% refund of the **Service Contract Price** including any applicable sales tax will be made.

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

GENERAL PROVISIONS – Section 10 Insurance is deleted in its entirety and replaced by the following:

This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an Insurance Policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your covered repair, including any request for the return of the unearned portion of the Provider fee (Service Contract Price), is not paid within 60 days after all required proof of loss has been filed, You may file a direct claim with American Bankers Insurance Company of Florida. To do so, please call the following toll-free number for instructions: 1-866-306-6694.

Maryland

All references to "Emergency Travel Expense Reimbursement" are deleted and replaced with "Travel Expense Reimbursement".

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

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

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is amended as follows:

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

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

If **You** cancel this Service Contract, a penalty per month in the amount of 10% of the **Service Contract Price** shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**. If **Your** refund is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**, **You** have the right to receive the refund directly from American Bankers Insurance Company of Florida.

GENERAL PROVISIONS – Section 10 Insurance is deleted in its entirety and replaced by the following:

This Service Contract is not an insurance contract and not subject to the insurance laws of Maryland. Our obligations under this Service Contract are insured under an Insurance Policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your covered repair, including any request for the return of the unearned portion of the Provider fee (Service Contract Price), is not paid within 60 days after all required proof of loss has been filed, You may file a direct claim with American Bankers Insurance Company of Florida. To do so, please call the following toll-free number for instructions: 1-866-306-6694.

Massachusetts

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

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

Michigan

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

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

Minnesota

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is amended to include:

ANY ARBITRATION SHALL TAKE PLACE IN THE STATE WHERE **YOU** RESIDE OR AT ANY OTHER PLACE AGREED TO IN WRITING BY **YOU** AND UNITED SERVICE PROTECTION CORPORATION.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

Mississippi

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is deleted in its entirety.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

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

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

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

How Refunds are Calculated is amended as follows:

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

Missouri

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is amended to include:

This Service Contract contains an Arbitration Provision. It limits certain of **Your** rights, including **Your** right to obtain relief or damages through court action.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

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

If this Service Contract is canceled within 60 days of the **Purchase Date**, a 100% refund of the **Service Contract Price** will be made less paid claims, if any. After 60 days, a pro-rata refund of the unused days within the **Term Months** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the percentage of unused days within the **Term Months** divided by the total days within the **Term Months** of **Your** Service Contract Term, less an administrative fee of \$50. If this Service Contract is canceled by **Us**, no administrative fee will be charged. For refund calculations, if the Service Contract is canceled by **Us**, all references to 60 days are replaced with 90 days.

You authorize that all refunds will be paid to the Lienholder/Lessor/Payment Plan Provider if any, otherwise the refund will be paid to **You**. If this Service Contract is canceled by **You** or the Lienholder/Lessor/Payment Plan Provider, the refund, if any, will be paid or credited no more than 30 days from receipt of the cancellation notice by the **Selling Dealer, Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, the refund, if any, will be paid or credited within 30 days of the date of cancellation.

GENERAL PROVISIONS – Section 10 Insurance is amended to include:

A claim against the Provider may also include a refund of the unearned Provider fee (Service Contract Price) in the event this Service Contract is canceled.

Nebraska

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is deleted in its entirety.

Nevada

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

GENERAL PROVISIONS – Section 8 How This Service Contract May Be Transferred is amended as follows:

The \$50 transfer fee is deleted and replaced with a \$25 transfer fee.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

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

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within 70 days of the **Purchase Date**. After 70 days, **We** may cancel this Service Contract:

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

How Refunds are Calculated is amended as follows:

The \$50 administrative fee is deleted and replaced with a \$25 cancellation fee. For refund calculations, if the Service Contract is canceled by **Us**, all references to 60 days are replaced with 70 days.

New Hampshire

If **You** have questions, concerns or complaints regarding **Your** Service Contract, **You** may address them to the **Provider** at 1-800-964-4811.

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is amended to include:

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

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

How Refunds are Calculated is amended as follows:

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

GENERAL PROVISIONS – Section 10 Insurance is deleted in its entirety and replaced by the following:

This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an Insurance Policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event We do not provide for covered services, cease to operate, are bankrupt or otherwise financially impaired or Your covered repair is not paid within 60 days after all required proof of loss has been filed, You may file a direct claim with American Bankers Insurance Company of Florida. To do so, please call the following toll-free number for instructions: 1-866-306-6694.

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

New Jersey

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

New Mexico

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

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

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within 70 days of the **Purchase Date**. After 70 days, **We** may cancel this Service Contract:

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

How Refunds are Calculated is amended as follows:

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

For refund calculations, if the Service Contract is canceled by **Us**, all references to 60 days are replaced with 70 days.

GENERAL PROVISIONS – Section 10 Insurance is amended to include:

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

New York

ADDITIONAL BENEFITS – Emergency Travel Expense Reimbursement is amended as follows:

Emergency Travel Expense Reimbursement is deleted in its entirety.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

North Carolina

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

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

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. **We** may only cancel this Service Contract at any time for any of the reasons listed below:

- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If **You** use **Your Vehicle** in any manner not covered by this Service Contract; or
- If **You** do not pay the **Service Contract Price**.

How Refunds are Calculated is amended as follows:

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

Ohio

GENERAL PROVISIONS – Section 10 Insurance is deleted in its entirety and replaced by the following:

This Service Contract is not an insurance contract and not subject to the insurance laws of Ohio. Our obligations under this Service Contract are insured under an Insurance Policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your covered repair, including any request for the return of the unearned portion of the Provider fee (Service Contract Price), is not paid within 60 days after all required proof of loss has been filed, You may file a direct claim with American Bankers Insurance Company of Florida. To do so, please call the following toll-free number for instructions: 1-866-306-6694.

Oklahoma

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

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

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

ADDITIONAL BENEFITS – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance is provided by **Us** and administered by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas, TX 75244-4388, 1-866-603-5420.

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is deleted in its entirety and replaced by the following:

NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of **Your** Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.

Disputes under this Service Contract shall be subject to mandatory, non-binding arbitration. 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 Consumer 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 or visiting www.adr.org. **We** will advance to **You** all or part of the fees of the AAA and of the arbitrator. Unless **You** and **We** agree otherwise, 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. 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.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refund And Charges

How Refunds are Calculated is amended as follows:

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

Oregon

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

ADDITIONAL BENEFITS – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance benefits or services are conducted by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas, TX 75244-4388, 1-866-603-5420; however, the **Obligor** is ultimately responsible for providing these benefits. Any failure to provide such benefits by SafeRide Motor Club, Inc. or the **Obligor** as specified in this Service Contract will be covered by the **Obligor's** reimbursement insurance policy.

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is deleted in its entirety.

South Carolina

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

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

Cancellation By You is amended to include: If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Texas

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

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

If **You** cancel this Service Contract, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract to the **Selling Dealer** or the **Administrator**. If **Your** cancellation refund is not paid within 45 days after the Service Contract has been returned to the **Selling Dealer** or the **Administrator**, **You** may request a refund from American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. The right to cancel this Service Contract is not transferable to a subsequent holder of this Service Contract.

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

If this Service Contract is canceled within 60 days of the **Purchase Date**, a 100% refund of the **Service Contract Price** will be made less any claims paid, if any. After 60 days, a pro-rata refund of the unused days within the **Term Months** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the percentage of the unused days within the **Term Months** divided by the total days within the **Term Months** of the Service Contract Term, less an administrative fee of \$50. If this Service Contract is canceled by **Us**, no administrative fee will be charged. For refund calculations, if the Service Contract is canceled by **Us**, all references to 60 days are replaced with 90 days.

You authorize that all refunds will be paid to the Lienholder/Lessor/Payment Plan Provider if any, otherwise the refund will be paid to **You**. If this Service Contract is canceled by **You** or the Lienholder/Lessor/Payment Plan Provider, the refund, if any, will be paid or credited no more than 30 days from receipt of the cancellation notice by the **Selling Dealer, Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, the refund, if any, will be paid or credited within 30 days of the date of cancellation.

Utah

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

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

ADDITIONAL BENEFITS – Section 1 Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance is provided by **Us** and administered by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas, TX 75244-4388, 1-866-603-5420.

WHAT TO DO IF REPAIRS ARE NEEDED – Emergency Repair Instructions is amended as follows:

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

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is deleted in its entirety.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

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

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within 60 days of the **Purchase Date**. After 60 days, **We** may cancel this Service Contract:

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

Cancellation By Lienholder/Lessor/Payment Plan Provider is deleted in its entirety and replaced by the following:

If this Service Contract is financed, included in **Your** lease agreement or purchased on a payment plan and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder/Lessor/Payment Plan Provider (shown on the Information Schedule) to cancel this Service Contract and receive the refund.

How Refunds are Calculated is amended as follows:

The sentence "For refund calculations, if the Service Contract is canceled by **Us**, all references to 60 days are replaced with 90 days." is deleted in its entirety.

GENERAL PROVISIONS – Section 10 Insurance is deleted in its entirety and replaced by the following:

This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an Insurance Policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event We cease to operate, are bankrupt or otherwise financially impaired or any claim is not paid within 60 days after all required proof of loss has been filed, You may file a direct claim with American Bankers Insurance Company of Florida. To do so, please call the following toll-free number for instructions: 1-866-306-6694.

Virginia

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

Washington

GENERAL PROVISIONS – Section 6 Subrogation is deleted in its entirety and replaced by the following:

If We make any payment under this Service Contract and You have a right to recover against another party, Your rights shall become Our rights and You shall do whatever is necessary to enable Us to enforce these rights. Our subrogation rights become effective after You are made whole.

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is amended to include:

Nothing in the section headed 'Arbitration' shall invalidate Washington state law (s) which would otherwise be applicable to any arbitration proceeding arising from this Service Contract. All arbitrations will be held in the county in which **You** maintain **Your** permanent residence.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

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

If **We** cancel this Service Contract, **We** will mail **You** written notice at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may only cancel this Service Contract for any reason within 60 days of the **Purchase Date**. If **We** cancel this Service Contract within 60 days, a 100% refund of the **Service Contract Price** will be made. After 60 days, the **Vehicle** is covered by the Service Contract and **We** are fully obligated under the terms of this Service Contract. **You** authorize that all refunds will be paid to the Lienholder/Lessor/Payment Plan Provider if any, otherwise the refund will be paid to **You**.

How Refunds are Calculated is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$25.

GENERAL PROVISIONS – Section 10 Insurance is deleted in its entirety and replaced by the following:

This Service Contract is not an insurance contract. Our obligations under this Service Contract are insured under an Insurance Policy #DCRI-4643-WA-1-1 issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. You may file a direct claim with American Bankers Insurance Company of Florida. To do so, please call the following toll-free number for instructions: 1-866-306-6694.

GENERAL PROVISIONS – is amended to include:

Implied Warranty

The Implied Warranty of Merchantability on **Your Vehicle** is not waived if the Service Contract has been purchased within 90 days of the purchase date of the **Vehicle** from the dealer who also sold the **Vehicle** covered by this Service Contract.

Wisconsin

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

ADDITIONAL BENEFITS – Section 1 Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance is provided by **Us** and administered by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-866-603-5420.

WHAT IS NOT COVERED – is amended as follows: Exclusion #6A is deleted in its entirety.

WHAT TO DO IF REPAIRS ARE NEEDED – "Emergency Repair Instructions" is amended to include: The 30-day time period for filing a claim after a covered repair is deleted and replaced with as soon as reasonably possible.

GENERAL PROVISIONS – Section 6 Subrogation is amended to include:

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

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is deleted in its entirety.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

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

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

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

How Refunds are Calculated is amended as follows:

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

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

(a) **You** cancel this Service Contract within 60 days of the **Purchase Date** and **You** have not incurred a claim, a 100% refund of the **Service Contract Price** will be made.

(b) **You** cancel this Service Contract after 60 days from the **Purchase Date** or if **You** incurred a claim within the first 60 days, a pro-rata refund of the **Service Contract Price** less any claims paid will be made.

No administrative fee will be charged.

Wyoming

GENERAL PROVISIONS – Section 7 Dispute Resolution – Arbitration is deleted in its entirety.

GENERAL PROVISIONS – Section 9 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

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

Cancellation By Lienholder/Lessor/Payment Plan Provider is deleted in its entirety and replaced by the following:

If this Service Contract is financed, included in **Your** lease agreement or purchased on a payment plan and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder/Lessor/Payment Plan Provider (shown on the Information Schedule) to cancel this Service Contract and receive the refund.