

Each Party is cooperating in the drafting and preparation of these Terms and Conditions. Hence, in any construction being made of these Terms and Conditions, the same shall not be construed either for or against any Party.

STATE DISCLOSURES

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

ALABAMA

CANCELLATION, a., is deleted in its entirety and replaced with the following: You may cancel this Service Contract within thirty (30) days of the Service Contract Purchase Date and receive a full refund of the total Service Contract Price, less any claims paid. You may cancel this Service Contract after thirty (30) days and receive a pro rata refund of the total Service Contract Price based on the number of days the Service Contract was in force compared to the total Service Contract Term, less any claims paid and less the applicable cancellation fee. A cancellation fee not to exceed twenty-five dollars (\$25.00) will be charged for cancellation occurring after thirty (30) days. No cancellation fee will be charged if We cancel Your Service Contract. The Term of this Service Contract for cancellation purposes will be based on the Service Contract Purchase Date. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us. In the event of Your cancellation of this Service Contract, any refund owed will be paid or credited no more than thirty (30) days from the date the Administrator/Obligor or Dealer receives notice of the request to cancel or sooner if required by state law.

Consequential damages and Pre-existing Conditions are excluded under this Service Contract. The Service Contract will be governed under the laws of the State of Alabama.

ALASKA

CANCELLATION, a., is deleted in its entirety and replace with the following: You may cancel this Service Contract within thirty (30) days of the Service Contract Purchase Date and receive a full refund of the total Service Contract Price, less any claims paid. A ten percent (10%) penalty of the provider fee per month shall be added to a refund that is not paid or credited within thirty (30) days of the return of this Service Contract to Us. You may cancel this Service Contract after thirty (30) days and receive a pro rata refund of the total Service Contract Price based on the number of days the Service Contract was in force compared to the total Service Contract Term, less the applicable cancellation fee. A cancellation fee of seven and one-half percent (7.5%) of the unearned Service Contract Price or twenty-five dollars (\$25), whichever is less. The Term of this Service Contract for cancellation purposes will be based on the Service Contract Purchase Date. The cancellation fee is only applicable if You cancel the Service Contract after thirty (30) days the Service Contract was delivered to You. If this Service Contract is cancelled, We shall refund or credit to You the prorated amount of the unearned Service Contract Price, less any claims paid, within thirty (30) days after the return of this Service Contract to Us. In the event of Your cancellation of this Service Contract, any refund owed will be paid or credited no more than thirty (30) days from the date the Administrator/Obligor or Dealer receives notice of the request to cancel or sooner if required by state law.

CANCELLATION, b., is amended as follows: If We cancel this Service Contract within thirty (30) days of the Service Contract Purchase Date, a full refund or credit of the total Service Contract Price will be issued, less any claims paid. If the refund is not paid or credited within thirty (30) days after We cancel this Service Contract, a ten percent (10%) penalty of the unearned Service Contract Price paid by You for each month the refund remains unpaid shall be added to the refund.

We may only cancel this Service Contract for the following reasons: (1) Your nonpayment of the Service Contract Price; (2) Your conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this Service Contract; (3) discovery of fraud or material misrepresentation made by You in obtaining the Service Contract or pursuing a claim under this Service Contract; (4) discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by this Service Contract; (5) physical changes in the Vehicle that results in the Vehicle becoming ineligible for coverage under the Service Contract; or (6) a substantial breach of duties by You related to the Vehicle. If We cancel the Service Contract, written notice of such cancellation will be mailed to You at least five (5) days before

cancellation by Us. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by You in obtaining this Service Contract or by You in pursuing a claim under the Service Contract. **CANCELLATION, c.**, is amended as follows: A cancellation fee of seven and one-half percent (7.5%) of the unearned Service Contract Price or twenty-five dollars (\$25.00), whichever is less.

ARBITRATION - is deleted in its entirety and replaced with: If You and the Administrator/Obligor fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of Service Contract on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict Your rights or the rights of the Administrator/Obligor.

All references to ARBITRATION are deleted.

This Service Contract will provide coverage if Your Vehicle is used for snow removal, provided it is properly equipped for such use and is not used commercially.

OBLIGOR PERFORMANCE & OBLIGATIONS: is amended as follows: in the event the Obligor fails to provide a covered service within thirty (30) days after You notify the Obligor of a claim, or if the Obligor becomes insolvent or ceases to conduct business during the Term of this Service Contract, You may file a direct claim with the insurer as designated above. To do so, please call the following number for instructions: [800-331-3780].

SERVICE CONTRACT CLAIM PROCEDURES – i., is amended as follows: The time limit claims reporting requirement for all coverage and their corresponding exclusions, are not applicable; thereby all references to such requirements are deleted in their entirety.

ARIZONA

CANCELLATION, a., is amended as follows: You may cancel this Service Contract by submitting a written request containing a copy of Your Service Contract and the current mileage on Your Vehicle. During the first thirty (30) days from the Service Contract Purchase Date, We will refund You one hundred percent (100%) of the Service Contract Price with no deductions for any claims or pending claims. After the first thirty (30) days from the Service Contract Purchase Date, We will refund You a pro-rated amount of the Service Contract Price, based on the number of days the Service Contract was in force compared to the total Service Contract Term, less claims paid and less a cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the unearned Service Contract pro-rata purchase price, whichever is less.

CANCELLATION, b., is amended as follows: We may not cancel or void this Service Contract or any provisions of this Service Contract due to acts or omissions by Us, Our assignees or subcontractors for their failure to provide correct information or to perform services or repairs in a timely, competent, and workman like manner. This Service Contract will be cancelled or voided by Us or Our representatives for the following material acts or omissions after the Service Contract Purchase Date: (a) fraudulent or unlawful acts by You arising out of or relating to the Service Contract; (b) You use a covered consumer product in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the consumer product will be damaged or require repairs. Consequential damages are excluded under this Service Contract. Parts or components repaired or replaced under the Service Contract will not be excluded from coverage.

SERVICE CONTRACT GENERAL PROVISIONS, e. MODIFICATION, is amended as follows: If, after the Service Contract Purchase Date, it is determined Your Vehicle is altered or modified from original manufacturer's specifications, We could consider this a material misrepresentation.

ARBITRATION is amended to include: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection.

You may directly file any complaint with the Arizona Department of Insurance and Financial Institutions (A.D.I.F.I.) against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-2499 or difi.az.gov.

ARKANSAS

The **CANCELLATION** section is amended as follows: Claims paid will not be deducted from Your cancellation refund amount. Arbitration clause is non-binding and voluntary.

CALIFORNIA

DEFINITION of PRE-EXISTING CONDITIONS is amended as follows: a condition that existed prior to the Service Contract Purchase Date.

CANCELLATION BY SERVICE CONTRACT HOLDER, is amended as follows: You may cancel this Service Contract by submitting a written request to the Dealer. If You request a cancellation during the first sixty (60) days from the Service Contract Purchase Date, We will refund You one hundred percent (100%) of the Service Contract Price, less any claims paid on Your Service Contract. After the first sixty (60) days from the Service Contract Purchase Date, We will refund You a pro-rated amount of the Service Contract Price, based on the number of days the Service Contract was in force compared to the total Service Contract Term, less a cancellation fee of either ten percent (10%) of the Service Contract Price or twenty-five dollars (\$25.00), whichever is less.

CANCELLATION BY US, is amended as follows: We may cancel this Service Contract during the first sixty (60) days of the Agreement Purchase Date for any reason. If We cancel this Agreement within the first sixty (60) days We will mail written notice of cancellation to You at Your address as listed on the Application Page and that notice will be postmarked prior to the sixty-first (61st) day from the Service Contract Purchase Date. After sixty (60) days, We may cancel this Service Contract due to material misrepresentation or fraud at the time of sale, or Your failure to pay the Service Contract Price. If We cancel this Service Contract, We will mail written notice of cancellation to You at Your address as listed on the Application Page at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. This Service Contract ceases to be valid no less than five (5) days after the postmark date of the notice. If We cancel this Service Contract, We or the Dealer will refund You one hundred percent (100%) of the Service Contract Price, less any claims paid by Us. No cancellation fee will apply in the event We cancel this Service Contract. Any refund will be sent to the Vehicle's lienholder unless the lien is satisfied. If We cancel this Service Contract and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation. If We cancel this Service Contract, We will be liable for any claim reported to Our Administrator if the claim is reported prior to the effective date of cancellation and is covered by the Service Contract. You are deemed to have reported a claim if You have completed the first step required under this Service Contract for reporting a claim.

CANCELLATION BY LIENHOLDER section is deleted in its entirety.

SERVICE CONTRACT GENERAL PROVISIONS, d. ODOMETER is deleted and replaced with the following: Your odometer MUST display and function at all times, regardless of Your mileage limitations. If the odometer is broken or inoperable through no fault of Yours and if You have the odometer fixed within thirty (30) days of Your knowledge of it becoming broken or inoperable, the Service Contract will not be void and any applicable refund will be paid according to the **CANCELLATION PROVISIONS** section. If there has been an inaccuracy, tampering, or alteration to the odometer mileage, by You or to Your knowledge, so the true and actual mileage is not shown or cannot be determined, then Your Service Contract is void and any applicable refund will be paid according to the CANCELLATION PROVISIONS section.

SERVICE CONTRACT GENERAL PROVISIONS, k. OBLIGOR PERFORMANCE & OBLIGATIONS, is deleted in its entirety and replaced with 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 sixty (60) days after Your request. The name and address of the insurance company is: Old Republic Insurance Company, P.O. Box 35008, Tulsa, OK 74153-0008, (800) 331-3780. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

SERVICE CONTRACT GENERAL PROVISIONS, n. ARBITRATION section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating "It is understood and agreed that the transaction evidenced by this Service Contract takes place in and substantially affects interstate commerce" is removed in its entirety. If any promise made in the Service Contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

SERVICE CONTRACT GENERAL PROVISIONS, o. PRIVACY NOTICE is amended as follows: Our privacy policy is at www.orias.com/privacy-policy.

COLORADO

In the event the Obligor fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with the insurance company listed in **OBLIGOR PERFORMANCE & OBLIGATIONS** of this Service Contract. Policy Number T3-0001.

CONNECTICUT

If this Service Contract has a Term of less than one (1) year, the Service Contract Term shall be extended for the time period the Vehicle is being repaired under this Service Contract.

CANCELLATION, a., is amended as follows: This Service Contract may be cancelled by You at any time for any reason by submitting a written request to the Administrator/Obligor or Dealer containing a copy of Your Service Contract. You may pursue arbitration to settle disputes between You and the Administrator/Obligor. A written complaint containing a description of the dispute, the purchase or lease price of the Vehicle, the cost of repair of the Vehicle and a copy of Your Service Contract may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division.

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

FLORIDA

CANCELLATION, a., b., & c., are deleted in their entirety and replaced with the following:

a. CANCELLATION BY SERVICE CONTRACT HOLDER: You may cancel this Service Contract by submitting a written request to the Administrator/Obligor or Dealer containing a copy of Your Service Contract. During the first sixty (60) days from the Service Contract Purchase Date, We or the Dealer will refund You one hundred percent (100%) of the Service Contract Price, less any claims paid on Your Service Contract. After the first sixty (60) days from the Service Contract Purchase Date, We or the Dealer will refund You a pro rata amount of the Service Contract Price, based on the number of days the Service Contract was in force compared to the total Service Contract Term, less any claims paid and less a fifty dollar (\$50) cancellation fee or ten percent (10%) of the unearned pro rata premium, whichever is less. The Term of this Service Contract for cancellation purposes will be based on the Service Contract Purchase Date. In the event of Your cancellation of this Service Contract, any refund owed will be paid or credited no more than thirty (30) days from the date the Administrator/Obligor or Dealer receives notice of the request to cancel or sooner if required by state law.

b. CANCELLATION BY US: We may cancel this Service Contract during the first sixty (60) days of the Service Contract Purchase Date for any reason. After sixty (60) days, We may cancel this Service Contract for material misrepresentation or fraud at time of sale or for non-payment of Service Contract Price or if You have failed to maintain the covered parts as

prescribed by the manufacturer. If We cancel this Service Contract, We or the Dealer will refund You one hundred percent (100%) of the Service Contract Price, less any claims paid on Your Service Contract. If We cancel this Service Contract for non-payment of the Service Contract Price by You, We shall provide You notice of cancellation by certified mail. Any refunds due will be paid or credited no more than thirty (30) days from the date of cancellation by the Obligor or sooner if required by state law.

c. CANCELLATION BY LIENHOLDER: If this Service Contract was financed, You hereby authorize Your lienholder to cancel Your Service Contract on Your behalf in the event of: (1) Your Vehicle is repossessed; (2) Your Vehicle is declared a total loss; or (3) You default on Your obligations to Your lienholder. The rights under this Service Contract are transferred to the lienholder and the lienholder is also entitled to any refund. If cancelled within the first sixty (60) days from the Service Contract Purchase Date, a full refund of the Service Contract Price will be provided if no claims have been made. After sixty (60) days, a pro rata refund of the Service Contract Price based on the number of days the Service Contract was in force compared to the total Service Contract Term, less any claims paid. The Term of this Service Contract for cancellation purposes will be based on the Service Contract Purchase Date. In the event of cancellation of this Service Contract, any refund owed will be paid or credited no more than thirty (30) days from the date the Administrator/Obligor or Dealer receives notice of the request to cancel or sooner if required by state law.

The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

A forty dollars (\$40) transfer fee is applicable.

ARBITRATION section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

SERVICE CONTRACT GENERAL PROVISIONS, k. OBLIGOR PERFORMANCE & OBLIGATIONS, is deleted in its entirety.

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

GEORGIA

CANCELLATION, a., is amended to read as follows: If You cancel the Service Contract within thirty (30) days of the Service Contract Purchase Date, You will receive a full refund of the Service Contract Price, less any claims paid and the cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of the return of this Service Contract to Us. If cancelled after thirty (30) days, a pro-rata refund based on the number of days the Service Contract was in force compared to the total Service Contract Term will be provided less any claims paid and less a cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the pro rata refund amount, whichever is less. If You cancel this Service Contract and have not received a refund from Us within sixty (60) days of such cancellation, You may contact the Insurance Company identified in the **OBLIGOR PERFORMANCE & OBLIGATIONS** section.

CANCELLATION, b., is amended as follows: We may cancel this Service Contract for non-payment of the Service Contract price or for material misrepresentation, or for fraud and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If We cancel this Service Contract, We or the Dealer will refund You one hundred percent (100%) of the Service Contract Price, less any claims paid.

Pre-existing conditions known to You are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

SERVICE CONTRACT GENERAL PROVISIONS, d., ODOMETER, is amended as follows: Your odometer must always function and display. A non-working display or cluster containing the odometer, or odometer that has been stopped, altered or misrepresents the actual mileage after the purchase of this Service Contract will result in denial of coverage under this Service Contract.

SERVICE CONTRACT GENERAL PROVISIONS, e., MODIFICATION, is amended as follows: If, at any time, it is determined Your Vehicle is altered or modified from original manufacturer's specifications by You or with Your knowledge, We could consider this a material misrepresentation. Upon discovery by Us, We will cancel Your Service Contract and issue a prorated refund less claims paid or authorized for payment.

EXCLUSIONS-WHAT IS NOT COVERED, 13., is amended to delete sludge.

ARBITRATION is deleted in its entirety. Arbitration does not apply in Georgia.

The funding party and lienholder may only cancel for nonpayment in the event of a total loss or repossession of the Vehicle.

HAWAII

CANCELLATION, a., is amended as follows: If You cancel this Service Contract within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days.

CANCELLATION, b., is amended as follows: If We cancel this Service Contract, We will mail a written notice five (5) days prior to the cancellation effective date stating the reason for cancellation. A notice will not be provided if cancellation is for non-payment, material misrepresentation, or a substantial breach of duties by You relating to the Vehicle or its use.

IDAHO

CANCELLATION, a., is amended as follows: Claims paid will not be deducted from Your cancellation refund amount. If You need emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any state licensed Repair Facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to file a claim. Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

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

ILLINOIS

CANCELLATION, a., is amended as follows: If You elect cancellation, We may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Service Contract Price or fifty dollars (\$50.00).

INDIANA

Your proof of payment to the Dealer for this Service Contract shall be considered proof of payment. This Service Contract is not insurance and is not subject to Indiana insurance law. **OBLIGOR PERFORMANCE & OBLIGATIONS** is amended as follows: Obligations of the Obligor under this Service Contract are insured under a reimbursement insurance policy. If the Obligor fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company referenced in this section.

IOWA

CANCELLATION, a., is amended to include the following: If cancelled after the first thirty (30) days, the cancellation fee for cancellation by You can be no more than ten percent (10%) of the Service Contract Price or fifty dollars (\$50.00), whichever is less. If You cancel this Service Contract within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Service Contract to Us.

CANCELLATION, b., is amended as follows: If We cancel this Service Contract, written notice of such cancellation will be mailed to You at least fifteen (15) days prior to the date of cancellation. In the event of cancellation by the Administrator/Obligor, notice of cancellation will state the effective date of cancellation and the reason for the cancellation.

Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315 (515) 654-6600. This Service Contract is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537.

OBLIGOR PERFORMANCE & OBLIGATIONS is amended as follows: Obligation of the Obligor under this Service Contract are insured under a reimbursement insurance policy. If the Obligor fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company referenced in this section.

LOUISIANA

CANCELLATION, a., is amended as follows: If You have requested cancellation within the first thirty (30) days, a full refund shall be issued. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us.

CANCELLATION, b., is amended as follows: We shall mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation by Us. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is for, non-payment of the Service Contract Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Vehicle or its use. This Service Contract is not regulated by the Louisiana Department of Insurance.

Any concerns or complaints regarding this Service Contract may be directed to the Louisiana Attorney General.

The **ARBITRATION** section is voluntary and non-binding.

If You need emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any state licensed Repair Facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to open a claim file. Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

MAINE

CANCELLATION, a., is deleted and replaced with the following: You may cancel this Service Contract within the first thirty (30) days of the Service Contract Purchase Date and receive a full refund of the total Service Contract Price plus any applicable sales tax, less any claims paid. You may cancel this Service Contract after thirty (30) days and receive a pro rata refund of the total Service Contract Price based on the number of days the Service Contract was in force compared to the total Service Contract Term, less any claims paid and less the applicable cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the Service Contract Price, whichever is less. The Term of this Service Contract for cancellation purposes will be based on the Service Contract Purchase Date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the We or the Dealer receives notice of the request to cancel from You. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us.

CANCELLATION, b., is amended as follows: We shall mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days prior to cancellation to Us. The notice must state the effective date of the cancellation and the reason for the cancellation. If We cancel this Service Contract within the first thirty (30) days of the Service Contract Purchase Date, a full refund of the total Service Contract Price will be issued. If We cancel this Service Contract after thirty (30) days, We shall refund to You one hundred percent (100%) of the unearned pro rata Service Contract Price, less any claims paid.

If an emergency repair is needed when Our claims office is closed and prior authorization for the repair cannot be obtained, You should proceed with the claim procedure and contact Us for the reimbursement consideration instructions on the next business day.

OBLIGOR PERFORMANCE & OBLIGATIONS is amended as follows: If We fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the Service Contract Price, within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company listed in **OBLIGOR PERFORMANCE & OBLIGATIONS** of this Service Contract.

MARYLAND

CANCELLATION, a., is amended as follows: If You are the original Service Contract holder and You cancel this Service Contract within thirty (30) days of the original Service Contract Purchase Date, a full refund will be issued, less any claims paid. If You cancel this Service Contract after thirty (30) days, You will receive a pro rata refund of the total Service Contract Price, based on the number of days the Service Contract was in force compared to the total Service Contract Term, less any claims paid. The Term of this Service Contract for cancellation purposes will be based on the Service Contract Purchase. The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month of the Service Contract Price shall be added to a refund that is not made within forty-five (45) days of return of this Service Contract to Us.

If a refund is owed, the refund will be paid or credited within thirty (30) days from the date We or Dealer receive notice of cancellation from You.

BREAKDOWN – A Breakdown will also be covered if it was caused by normal wear and tear of a covered component.

ARBITRATION does not apply in Maryland.

The transfer fee does not apply in Maryland.

The cost of tear down and diagnostics are included with loss covered by this Service Contract.

OBLIGOR PERFORMANCE & OBLIGATIONS is amended as follows:

You may file a direct claim with the insurance company listed in this section if We fail to pay any claim or make any refund or consideration due within sixty (60) days after the proof is filed with the Us. To do so, please call the following toll-free number for instructions: [800-331-3780].

This Service Contract is extended automatically when the Obligor fails to perform the services under the Service Contract. The Service Contract does not terminate until the services are provided in accordance with the terms of the Service Contract.

MASSACHUSETTS

CANCELLATION, a., is amended as follows: If You are the original Service Contract holder and You cancel this Service Contract within thirty (30) days of the Service Contract Purchase Date, You will receive a refund within forty-five (45) days of return of this Service Contract to Us, otherwise a ten percent (10%) penalty per month shall be added to a refund. The Administrator/Obligor of this Service Contract is the Dealer listed on the Application Page.

MINNESOTA

CANCELLATION, a., is amended as follows: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us. If We cancel this Service Contract, written notice of such cancellation will be mailed to You within fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to You for non-payment of premium, material misrepresentation or substantial breach of duties by You.

MISSISSIPPI

CANCELLATION, a., is amended as follows: The cancellation fee is not to exceed ten percent (10%) of the Service Contract Price or fifty dollars (\$50.00), whichever is less. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Service Contract to Us.

CANCELLATION b., is amended as follows: If We cancel the Service Contract, written notice of such cancellation will be mailed to You not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to You for non-payment of the Service Contract Price, material misrepresentation, or substantial breach of duties by You relating to the covered product or its use.

If We cancel this Service Contract within the first thirty (30) days of the Service Contract Purchase Date, a full refund of the Service Contract Price will be issued, less any claims paid. After thirty (30) days, a pro rata refund of the total Service Contract Price based on the number of days the Service Contract was in force compared to the total Service Contract Term will be issued less the amount of any claims paid.

This Service Contract is not supported by a manufacturer or distributor.

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This Service Contract includes a binding Arbitration Agreement.
- 2.) The Arbitration Agreement requires that any dispute related to Your coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on You and Us.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When You become a Service Contract holder under this Service Contract, You must resolve any dispute related to the Service Contract by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.

7.) Should You need additional information regarding the binding arbitration provision in the Service Contract, You may contact Our toll-free assistance line at 866-660-7003.

MISSOURI

CANCELLATION, a., is amended as follows: If You cancel within thirty (30) days of the Service Contract Purchase Date, and a claim has been made, a full refund of the total Service Contract Price will be made less any claims that have been paid. If You cancel within the first thirty (30) days of the Service Contract Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Service Contract to Us. The applicable free-look time period on this Service Contract shall only apply to the original Service Contract holder. If You cancel this Service Contract, a written notice of such cancellation shall be delivered to You by registered mail within forty-five (45) days of the date of termination. Upon Our receipt of Your cancellation request, an acknowledgement of said cancellation request will be mailed to You within forty-five (45) days. Upon Our receipt of a refund request, a refund will be issued in a timely manner.

Consequential damages and Pre-existing Conditions are excluded under this Service Contract.

If an emergency repair is needed when Our claims office is closed and prior authorization for the repair cannot be obtained, You should proceed with the claim procedure and contact Us for the reimbursement consideration instructions on the next business day.

NEBRASKA

ARBITRATION section is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this Service Contract, by a person covered by this Service Contract against Us or Us against a person covered under this Service Contract, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

a) No arbitrator shall have the authority to award punitive damages or attorney's fees;

b) Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and

c) No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

NEVADA

ARBITRATION does not apply in Nevada.

CANCELLATION, a., is amended as follows: You may cancel this Service Contract by submitting a written request to the Us or the Dealer containing a copy of Your Service Contract and the current mileage on Your Vehicle. During the first thirty (30) days from the Service Contract Purchase Date, We or the Dealer will refund You one hundred percent (100%) of the Service Contract Price. After the first thirty (30) days from the Service Contract Purchase Date, We will refund You a pro-rated amount of the Service Contract Price, based on the number of days the Service Contract was in force compared to the total Service Contract Term, less a twenty-five dollar (\$25.00) cancellation fee, within forty-five (45) days after the Service Contract has been returned to Us. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Service Contract to Us.

CANCELLATION, b., is amended as follows: We may cancel this Service Contract during the first thirty (30) days of the Service Contract Purchase Date for any reason. After seventy (70) days, We may cancel this Service Contract for material misrepresentation or fraud by You at time of sale or non-payment of Service Contract Price by You. If We cancel this Service Contract, We or the Dealer will refund You one hundred percent (100%) of the Service Contract Price. No claims paid on Your Service Contract will ever be deducted from any refund issued pursuant to this Service Contract in Nevada. If We cancel this Service Contract, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If Your Service Contract is financed, the lender has the right to receive the lender portion of the cancellation refund amounts still owed to the lender. If Your Vehicle is repossessed, stolen or declared a total loss, the lender may provide notice to Us and We may initiate cancellation in compliance with NRS690C.270. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You.

This Service Contract will not cover any unauthorized or non-manufacturer recommended modifications to the Vehicle, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the Vehicle

is modified or repaired in an unauthorized or non-manufacturer recommended manner, We will not automatically suspend all coverage. Rather, this Service Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Service Contract. This Service Contract is non-renewable. If You are not satisfied with the manner in which We are handling the claim on the Service Contract, You may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234 or <http://doi.nv.gov/>.

CANCELLATION BY LIENHOLDER section is deleted in its entirety.

TRANSFER is amended as follows: Transfer fee is twenty-five (\$25) dollars.

The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund issued pursuant to this Service Contract.

SERVICE CONTRACT GENERAL PROVISIONS, e., MODIFICATION is deleted and replaced with the following: If, at any time, it is determined Your Vehicle is altered or modified from original manufacturer's specifications, We could consider this a material misrepresentation; (i) after the Service Contract Purchase Date and which substantially and materially increases the service required under this Service Contract; or (ii) constitutes a material change in the nature or extent of the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold. Upon discovery by Us, We will cancel Your Service Contract and issue You a refund of one hundred percent (100%) of the Service Contract Price. We may deny coverage for specific unauthorized modifications or the damage arising therefrom.

NEW HAMPSHIRE

CANCELLATION, a., is amended as follows: You may cancel this Service Contract at any time by notifying Us. If You cancel Your Service Contract within the first thirty (30) days from the Service Contract Purchase Date, You will receive a full refund of the Service Contract Price. After thirty (30) days from the Service Contract Purchase Date, You will receive a pro rata refund of the Service Contract Price based on the number of days the Service Contract was in force compared to the total Service Contract Term, less a cancellation fee of ten (10%) of the Service Contract Price or fifty (\$50.00) dollars, whichever is less. In the event of Your cancellation of this Service Contract, any refund owed will be paid or credited no more than thirty (30) days from the date the Administrator/Obligor or Dealer receives notice of the request to cancel or sooner if required by state law.

If You have any questions regarding this Service Contract, You may contact Us by mail or by phone. Refer to the Definition section of this Service Contract for Our address and toll-free number.

Claims made, paid or authorized for payment will not be deducted from Your cancellation refund amount.

ARBITRATION is subject to N.H. Rev. Stat. 542. Arbitration is revised as follows: Unless both of Us agree otherwise, arbitration will take place in the State of New Hampshire.

In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at the following address: 21 Fruit Street, Suite 14, Concord, New Hampshire, 03301 and at phone number 603-271-2261.

NEW JERSEY

The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

CANCELLATION, a., is amended as follows: If You are the original Service Contract holder and You cancel this Service Contract within thirty (30) days of the original Service Contract Purchase Date, You will receive a refund within forty-five (45) days of return of this Service Contract to Us; otherwise a ten percent (10%) penalty per month shall be added to a refund.

CANCELLATION, b., is amended as follows: If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if cancelled due to non-payment by You of the Service Contract Price; a material misrepresentation by You to Us; or substantial breach of duties by You relating to the Vehicle or its use.

NEW MEXICO

CANCELLATION, a., is amended as follows: If Your refund is not returned within sixty (60) days of return of this Service Contract to Us, a ten percent (10%) penalty of the purchase price, for each thirty (30) day period or portion thereof that the refund remains unpaid will be added to the refund. If You cancel this Service Contract thirty (30) days after the Service Contract Purchase Date, a refund of 100% of the unearned pro rata Service Contract Price based on the number of days the Service Contract was in force compared to the total Service Contract Term, less a cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the Service Contract Price, whichever is less, and less any claims paid. The right to void this Service Contract is not transferable and applies to only the original Service Contract holder.

CANCELLATION, b., is amended as follows: No Service Contract that has been in effect for at least seventy (70) days and before one (1) year, will be cancelled by Us, except on any of the following grounds:

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

We will mail a cancellation notice to You at least fifteen (15) days prior to the cancellation effective date.

The notice of cancellation will be effective as of the date of termination as stated in the notice of cancellation.

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

CANCELLATION, a., is amended as follows: If this Service Contract is originally delivered to You by mail, You may cancel this Service Contract within thirty (30) days after the Service Contract was mailed to You and receive a full refund of the Service Contract Price provided, less any claims paid. If a full refund is due to You under this Service Contract, a ten percent (10%) penalty per month will be added to the refund if it is not made within thirty (30) days of return of the Service Contract to Us.

CANCELLATION, b., is amended as follows: If We cancel, a notice of cancellation will be sent to You, which will include the effective date of cancellation and the reason for the cancellation. We will mail a notice of cancellation to You at least fifteen (15) days prior to cancellation.

If You need emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any state licensed Repair Facility to have the repairs performed prior to authorization by Us. In such case, You must contact Us as soon as possible to open a claim file. Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so. Additionally, failure to furnish Us with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

OBLIGOR PERFORMANCE & OBLIGATIONS is amended as follows: Obligations of the Obligor under this Service Contract are guaranteed under a service contract reimbursement insurance policy. If the Obligor fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

NORTH CAROLINA

CANCELLATION is amended as follows: A twenty-five-dollar (\$25.00) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable.

CANCELLATION, b., is amended as follows: We may only cancel this Service Contract for non-payment of premium or for a direct violation of the Service Contract by You.

OHIO

THIS SERVICE CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO THE INSURANCE LAWS OF THIS STATE.

CANCELLATION, a., is amended as follows: In the event You cancel this Service Contract, and no refund is received, You may contact the insurance company listed in the OBLIGOR PERFORMANCE & OBLIGATIONS section of this Service Contract for Your refund.

OBLIGOR PERFORMANCE & OBLIGATIONS is amended as follows: Obligations of the Obligor under this Service Contract are insured under a reimbursement insurance policy. If the Obligor fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company referenced in this section.

OKLAHOMA

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

The coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty Statutes do not apply to commercial use references in Service Warranty Contracts, Oklahoma License Number: 520369859.

CANCELLATION, a., is amended as follows: You may cancel this Service Contract by submitting a written request to the Dealer containing a copy of Your Service Contract. If You cancel during the first thirty (30) days from the Service Contract Purchase Date, the Administrator/Obligor or the Dealer will refund You one hundred percent (100%) of the Service Contract Price, less any claims paid. After the first thirty (30) days from the Service Contract Purchase Date, the Administrator/Obligor or the Dealer shall provide a refund of one hundred percent (100%) of the unearned pro rata premium, based on the number of days the Service Contract was in force compared to the total Service Contract Term, less the cost of service provided under this Service Contract. We may cancel this Service Contract during the first thirty (30) days of the Service Contract Purchase Date for any reason. After thirty (30) days, We may cancel this Service Contract for material misrepresentation or fraud at time of sale or for non-payment of Service Contract Price.

CANCELLATION, b., is amended as follows: If We cancel this Service Contract, We or the Dealer will refund You one hundred percent (100%) of the Service Contract Price, less the cost of service provided under this Service Contract. If Your Service Contract is financed, the lienholder has the right to receive any portion of the cancellation refund amounts.

CANCELLATION, c., is amended as follows: If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the lienholder to cancel this Service Contract. The cancellation fee is deleted.

ARBITRATION is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON

If You have any questions regarding this Service Contract, or a complaint against Us, You may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem Oregon 97301, (888) 877-4894.

ARBITRATION does not apply in Oregon. If an emergency repair must be performed outside of normal business hours, You may contact Us during normal business hours to seek reimbursement of a covered claim.

The Service Contract will be governed under the laws of the State of Oregon.

RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with 36,000 miles or less at the time of sale; Provides coverage for ninety (90) days or 4,000 miles, whichever occurs first. Used vehicles with more than 36,000 miles but less than 100,000 miles at time of sale; Provides coverage for thirty (30) days or 1,000 miles, whichever occurs first. The Vehicle You have purchased may be covered by this law. If so, the following is added to this Service Contract: In addition to the dealer warranty required by this law, You have elected to purchase this Service Contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Service Contract. The required dealer warranty is provided free of

charge. Furthermore, the Definitions, Coverages and Exclusions stated in this Service Contract apply only to this Service Contract and are not the terms of the required dealer warranty.

SOUTH CAROLINA

If You have any questions regarding this Service Contract, or a complaint against Us, You may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201, (800) 768-3467.

CANCELLATION, a., is amended to include the following: A ten (10%) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us.

CANCELLATION, b., is amended as follows: If We cancel this Service Contract for any reason, We will mail written notice to You at least fifteen (15) days prior to cancellation by Us. The notice of cancellation will state the effective date and reason for the cancellation. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

TEXAS

CANCELLATION, a., is amended as follows: If You cancel this Service Contract before the thirty-first (31) day of the Service Contract Purchase Date, You will receive a full refund of the total Service Contract Price. If a claim has been incurred before the thirty-first (31) day, You shall receive a full refund of the Service Contract Price less claims paid. If You cancel this Service Contract after the thirty-first (31) day, You will receive a pro rata refund of the total Service Contract Price, based on the number of days the Service Contract was in force compared to the total Service Contract Term, less claims paid and the applicable cancellation fee in the amount of fifty dollars (\$50). The Term of this Service Contract for cancellation purposes will be based on the Service Contract Purchase Date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date Administrator/Obligor or the Dealer receive notice of cancellation from You. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of this Service Contract to Us.

CANCELLATION, b., is amended as follows: If We cancel this Service Contract for any reason other than non-payment of the Service Contract Price or material misrepresentation by You to Us, We shall mail a written notice of cancellation to You at the last known address before the fifth (5th) day preceding the effective date of cancellation. The notice will state the effective date of cancellation and reason for cancellation.

If a covered claim is not paid or a refund not provided within forty-five (45) days after You have filed proof of loss with Us, You may contact or file a claim directly with the insurance company listed in the OBLIGOR PERFORMANCE & OBLIGATIONS section of this Service Contract.

If You have any questions regarding the regulation of this Service Contract or a complaint against Us, You may contact the Texas Department of Licensing and Regulation, 920 Colorado, Austin, Texas 78701, or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

Our service contract provider license number is: 810.

UTAH

Payment of this Service Contract may be paid with cash, check or credit card by You or financed with the vehicle loan or lease. Coverage afforded under this Service Contract is not guaranteed by the Utah 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.

CANCELLATION, b., is amended as follows: This Service Contract may only be canceled by Us on grounds of: (1) material misrepresentation; (2) substantial change in risk; or (3) substantial breaches of contractual duties, conditions or warranties. In general, If We cancel this Service Contract, We will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if We cancel this Service Contract within the first sixty (60) days after the Service Contract Purchase Date or if We cancel this Service Contract because You have defaulted in Your obligation to repay the amount financed by the lienholder, We will mail to You written notice of cancellation at least ten (10) days before the cancellation date.

FILING A CLAIM, is amended to add: For Claim Authorization (prior approval of repair work) and Emergency Repairs, call toll-free at 866-660-7003, which is available 24/7. If You need emergency repairs and are unable to contact Us for prior

authorization, then You may take Your Vehicle to any state licensed Repair Facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to open a claim file.

Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so. Additionally, failure to furnish Us with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

OBLIGOR PERFORMANCE & OBLIGATIONS is amended as follows: In the event the Obligor fails to pay a claim within sixty (60) days, or if the Obligor becomes insolvent or ceases to conduct business during the Term of this Service Contract, You may file a direct claim with the insurer as designated in this section. To do so, please call the following number for instructions: (800) 331-3780.

ARBITRATION is amended as follows: **ANY MATTER IN DISPUTE BETWEEN CONSUMER AND ADMINISTRATOR/OBLIGOR MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM ADMINISTRATOR/OBLIGOR. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH CONSUMER AND ADMINISTRATOR/OBLIGOR. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES, IF ALLOWED BY STATE LAW, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. THE ARBITRATOR SHALL BE PROHIBITED FROM AWARDED PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL, AND EXEMPLARY DAMAGES. THE ARBITRATOR MAY AWARD A PARTY ONLY ITS ACTUAL DAMAGES AND THE ARBITRATOR MAY AWARD EQUITABLE RELIEF INCLUDING INJUNCTIVE RELIEF. AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT, 9 U.S.C. §1 ET SEQ. AN AWARD IN ARBITRATION WILL BE ENFORCEABLE UNDER THE FEDERAL ARBITRATION ACT BY ANY COURT HAVING JURISDICTION.**

VERMONT

CANCELLATION, b., is amended as follows: We may only cancel this Service Contract for fraud or material misrepresentation affecting the Service Contract or the presentation of a claim there under, non-payment of the Service Contract Price, or violation of any terms or conditions of the Service Contract. If We cancel this Service Contract for any other reason, We will provide a written notice with the reason for cancellation by certified mail within forty-five (45) days' notice of the cancellation date.

VIRGINIA

If any promise made in the Service Contract has been denied or has not been honored within sixty (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

Initial _____ WA Residents Only: By initialing, You acknowledge that You have reviewed the CANCELLATION and OBLIGOR PERFORMANCE & OBLIGATIONS sections of this Disclosure. Additionally, You have reviewed the SCHEDULE OF COVERAGE, EXCLUSIONS-WHAT IS NOT COVERED, SERVICE CONTRACT GENERAL PROVISIONS, TERM and FILING A CLAIM set forth in this Service Contract.

CANCELLATION, a., is deleted in its entirety and replaced with the following: **HOW YOU MAY CANCEL THIS SERVICE CONTRACT:** You may cancel this Service Contract by surrendering Your copy of this Service Contract with written notice to the Dealer or directly to Us. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request of cancellation. If You cancel this Service Contract within the first thirty (30) days, We will refund the entire Service Contract Price, less any claims paid. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this Service Contract to the Dealer or to Us. If this Service Contract is canceled after the first thirty (30) days We will refund the unearned Service Contract Purchase Price to You calculated on a pro rata basis, based on the number of days the Service Contract was in force compared to the total Service Contract Term, less any claims paid, and less a cancellation fee of twenty-five dollars (\$25.00). The Term of this Service Contract for cancellation purposes will be based on the Service Contract Purchase Date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date Administrator/Obligor or Dealer receive notice of cancellation from You. In

the event of cancellation, the lienholder identified on the Application Page, if any, will be named on a cancellation refund check as its interest may appear. If the Vehicle and this Service Contract have been financed, the lienholder shown on the Application Page may cancel this Service Contract for non-payment or if the Vehicle is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this Service Contract to the lienholder or otherwise entitle the lienholder to performance under this Service Contract.

CANCELLATION, b., is deleted in its entirety and replaced with the following: **OUR RIGHT TO CANCEL THIS SERVICE CONTRACT:** We may cancel this Service Contract based on one or more of the following reasons: (1) non-payment of the Service Contract Price; (2) a material misrepresentation made by You; or (3) a substantial breach of duties by You under the Service Contract relating to the Vehicle or its use. If this Service Contract is canceled by Us within thirty (30) days of the Service Contract Purchase Date, a full refund of the total Service Contract Price will be issued. If this Service Contract is cancelled by Us after thirty (30) days, a pro rata refund of the total Service Contract Price based on the number of days the Service Contract was in force compared to the total Service Contract Term will be issued, less any claims paid. The Term of this Service Contract for cancellation purposes will be based on the Service Contract Purchase Date. In the event of cancellation, the lienholder identified on the Application Page, if any, will be named on a cancellation refund check as its interest may appear. Written notice of such cancellation shall include the actual reason for cancellation and shall be mailed or delivered to You not less than ten (10) days prior to the effective date of cancellation, where such cancellation is for non-payment of the Service Contract Price, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason. We have only sixty (60) days from the date of the sale of the Service Contract to You to determine whether or not the Vehicle qualifies for the program. Except as set forth above, after sixty (60) days the Vehicle qualifies for the issued Service Contract and We may not cancel the Service Contract and is fully obligated under the terms of the Service Contract sold You. If We cancel this Service Contract and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

OBLIGOR PERFORMANCE & OBLIGATIONS is amended as follows: Our performance under this Service Contract is insured by an insurance policy issued to Us by the insurance company listed in this section, Policy Number T3-46-0244. If You cancel this Service Contract, You may apply for a refund with the insurance company. The warranty of merchantability on the Vehicle is not waived if the Service Contract was purchased within ninety (90) days of the purchase date of the Vehicle, and the provider or the service contract seller also sold the Vehicle. You may file a claim directly with the insurance company without restrictions. If You need emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any Repair Facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to open a claim file. Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

Additionally, failure to furnish Us with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

ARBITRATION is amended as follows: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this Service Contract. Arbitration proceedings shall be held at a location near Your permanent residence.

WASHINGTON D.C.

CANCELLATION, a., is amended as follows: If You cancel within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the Service Contract and upon Our receipt. The cancellation fee may not exceed ten (10%) percent of the Service Contract Price or fifty dollars (\$50.00).

CANCELLATION, b., is amended as follows: In the event of cancellation by the Obligor, the notice of cancellation will be mailed to the Service Contract Holder at least five (5) days prior to the date of cancellation. The notice will include the effective date of, and reason for, the cancellation. Notice is not required if the reason for cancellation is nonpayment, a material misrepresentation or a substantial breach of duties by the Service Contract Holder.

This Service Contract is amended to include: At the sole discretion of the Administrator/Obligor, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.

WEST VIRGINIA

CANCELLATION, a., is amended as follows: The cancellation fee does not apply in West Virginia.

If a covered claim is not paid within fifteen (15) working days from the agreed upon settlement, You may file a claim directly with the insurance company listed in the OBLIGOR PERFORMANCE & OBLIGATIONS section of this Service Contract.

ARBITRATION is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.

WISCONSIN

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

CANCELLATION, a., is amended as follows: You may cancel this Service Contract for any reason within thirty (30) days of the Service Contract Purchase Date, or thirty (30) days from mailing if the Service Contract is provided to You by mail and receive a full refund of the total Service Contract Price, less any claims paid.

You may cancel this Service Contract for any reason after thirty (30) days and receive a pro rata refund of the total Service Contract Price, less any claims paid and less the cancellation fee. The cancellation fee may not exceed the lesser of fifty dollars (\$50.00) or ten percent (10%) of the amount paid by You. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us or the Dealer.

CANCELLATION, b., is amended as follows: We may only cancel this Service Contract for non-payment of the Service Contract Price, material misrepresentation by You to Us, or substantial breach of duties by You relating to the Vehicle or its use. We will mail a written notice to You at the last-known address that We have on record at least five (5) days prior to cancellation by Us. The written notice will state the effective date of the cancellation and the reason for the cancellation. If We cancel this Service Contract within thirty (30) days of the Service Contract Purchase Date, a full refund of the total Service Contract Price will be issued. At any other time, We will refund 100% of the unearned pro rata Service Contract Price, based on the number of days the Service Contract was in force compared to the total Service Contract Term will be issued, less any claims paid. In the event of a total loss of property covered by the Service Contract that is not covered by a replacement of the property pursuant to the terms of the Service Contract, You shall be entitled to cancel the Service Contract and receive a pro-rata refund of the unearned Service Contract Price, less any claims paid. If a covered claim is not paid within sixty (60) days after You provide proof of loss, or if the Obligor becomes insolvent or otherwise financially impaired, You may file a claim directly with the insurance company listed in the **OBLIGOR PERFORMANCE & OBLIGATIONS** section of this Service Contract, for reimbursement, payment, or provision of service. In the state of Wisconsin, preauthorization of repair work is required by Us. However, if extenuating circumstances prevent You from obtaining preauthorization, We will not deny a claim based solely on the lack of preauthorization. We have the right to subrogation collections, but only after You have been made whole and are fully compensated for damages.

ARBITRATION is deleted in its entirety. Arbitration does not apply in Wisconsin.

WYOMING

CANCELLATION, a., is amended to add the following: If a full refund is due You under this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Service Contract to Us.

CANCELLATION, b., is amended as follows: We shall mail written notice to You at Your last known address in Our records at least ten (10) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is non-payment of the Service Contract Price, a material misrepresentation by You to Us or a substantial breach of duties by You relating to the Vehicle or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.