

Vehicle Service Agreement Application



NVP Warranty

Keeping you on the road

ADMINISTRATIVE USE ONLY

CONTRACT # COST \$

REC'D DATE CHECK #

Administrator: NVP Direct LLC
5755 Granger Rd, Suite 205 • Independence, OH 44131
Phone 888-270-5835 • Fax 888-862-9382

Applicant Name:

Address:

City / State / Zip:

Phone:

Email:

Lien Holder:

Contract Purchase Price: \$

Original In-Service Date:

VIN:

Year:

Mileage:

Make:

Model:

Vehicle Retail Price: \$

Selling Dealer:

Address:

City / State / Zip:

Phone:

☐ Initial

☐ Renewal

☐ Transfer

PLAN SELECTION

☐ EXCLUSIONARY PLUS COVERAGE

ADDITIONAL BENEFITS (surcharge applies)

☐ \$200 DEDUCTIBLE –
STANDARD

☐ \$100 DEDUCTIBLE – OPTIONAL
☐ \$0 DEDUCTIBLE – OPTIONAL

TERM SELECTION (check one)

☐ 12 Mos / 12,000 Mi Exclusionary Coverage PLUS 24/24 Powertrain†

☐ 24 Mos / 24,000 Mi Exclusionary Coverage PLUS 24/24 Powertrain†

☐ 36 Mos / 36,000 Mi Exclusionary Coverage PLUS 24/24 Powertrain†

† 24 Months / 24,000 Miles of Powertrain Coverage begins after expiration of the Exclusionary Coverage

MANDATORY EQUIPMENT SURCHARGES

☐ ONE-TON VEHICLE

☐ DIESEL ENGINE

☐ SINGLE TURBO / SUPERCHARGER

☐ DUAL WHEELS

☐ TWIN TURBOCHARGER

☐ HYBRID

OPTIONAL SURCHARGES

☐ WEAR & TEAR

☐ COMMERCIAL USE

☐ LIFT KIT

☐ LYFT/UBER

☐ LUXURY PACKAGE

☐ SALVAGE VEHICLE

☐ ENHANCED LABOR RATE

APPLICANT'S ACKNOWLEDGEMENT: I hereby apply for the issuance of a **Service Agreement** covering the **Vehicle** identified above. I acknowledge by the signing of this **Agreement** that I have reviewed, understand, and accept the terms and conditions in this **Service Agreement**, including the plan, term, price, maintenance requirements, claims procedure, and Arbitration Provision. I acknowledge receipt of my copy of this **Agreement** and that this **Service Agreement** must be purchased at the time of the **Vehicle** sale. I understand that the purchase of this coverage is not requirement for the purchase, lease, or financing for this vehicle. I understand that this **Agreement** is between the **Obligor** (D&P Holdings, Inc.) and Applicant. 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. Special state disclosures / requirements supersede any and all applicable portions of the **Applicant's Acknowledgment** section of this **Agreement**.

I understand that **THIS IS NOT A POLICY OF INSURANCE**.

YOU may access and print your **Contract ID Card** on our website at www.nvpwarranty.com/mynvp. ID Cards may take up to 60 days from the contract purchase date to become available for print and will be available throughout the contract term.

X

APPLICANT'S SIGNATURE

X

DEALER SIGNATURE

CONTRACT PURCHASE DATE

COMPONENT COVERAGE

EXCLUSIONARY COVERAGE INCLUDES:

Coverage includes all factory installed mechanical and electrical components except those items listed below and in the Exclusions Section Exceptions to **EXCLUSIONARY Coverage**:

1. All maintenance related items including light bulbs, headlight assemblies, taillight assemblies, belts, hoses fluids, filters, lubricants, coolants, refrigerants, sparkplugs, glow plugs, batteries, brake pads and shoes, rotors, drums, struts, shocks, clutch, pressure plate, clutch release bearing, tune up items and software updates.
2. System restraint sensors and airbags, all exhaust system components including the catalytic converter, emission components, tires, wheels and rims.
3. Imperfection in paint, trim or other appearance items, rust or corrosion damage, any body repairs, air or water leaks or damage they cause, squeaks, rattles, wind noises, sun damage, weather stripping, trim moldings, bright metal, chrome, upholstery, interior plastic parts, carpet, outside ornamentation, bumpers, sheet metal, vinyl & convertible tops and assemblies, door hinge assemblies, body alignment, door alignment, glass alignment, lighting, wire harness, & clock.
4. Factory recommended services, recalls or Technical Service Bulletins (TSBs).
5. **Covered Components** which are not worn beyond manufacturer's service limits or have not failed **ARE NOT COVERED**.
6. GPS/navigation systems, satellite receivers of any type, disc players, LCD / television screens, radios / stereos, MP3 Players, sound reproduction systems, parking sensors, camera systems, Bluetooth® and other phone communication systems, alarm systems, remote start systems, keyless entry systems, collision avoidance systems, satellite communication systems (e.g., OnStar), driver information displays, internet access systems, lane departure warning systems, blind spot detection systems, park assist systems, tire pressure monitoring systems, adaptive cruise control, software for any onboard electronics.

POWERTRAIN COVERAGE INCLUDES:

ENGINE: All internally lubricated parts: cylinder heads; intake manifold; pistons; piston rings; wrist pins; connecting rods & bearings; crank-shaft & bearings; camshaft and bearings; timing chain, timing belt (only if broken), guides, timing gears; rocker arms & shafts and bushings; intake & exhaust valves; valve springs, retainers, seats, & guides; push rods; hydraulic & solid lifters; oil pump; engine block, valve covers, timing cover, and oil pan are covered only if damaged by an internally lubricated **Covered Component**.

OEM TURBOCHARGERS & OEM SUPERCHARGERS: (SURCHARGE APPLIES) All internally lubricated parts contained within the turbocharger or supercharger housing.

AUTOMATIC TRANSMISSION: All internally lubricated parts; torque converter; lock-up convertor; gears and shafts; bearings; bushings; bands; friction & steel clutch plates; steel drums; pump; servo unit; valve body & plate; governor; dipstick & filler tube. Transmission housing and pan are covered only if damaged by an internally lubricated **Covered Component**.

MANUAL TRANSMISSION: All internally lubricated parts; bearings; bushings; gears; shafts; synchronizers; spacers; shift fork; synchronizer drums; overdrive housing. Transmission housing is covered only if damaged by an internally lubricated **Covered Component**. **A manual clutch and related components are not covered.**

DRIVE AXLE ASSEMBLY: All lubricated parts contained within the front and rear drive axle housing; pinion bearings; wheel bearings; side carrier bearings; ring and pinion; side gears; spider gears and case; drive shaft(s); universal joints; CV joints (provided the boots are not missing, torn, or damaged); and locking hubs. Front or rear drive axle housing only if damaged by an internally lubricated **Covered Component**.

FOUR WHEEL DRIVE (4 X 4) & ALL WHEEL DRIVE: All internally lubricated parts; transfer case; bearings; bushings; chains; gears; sleeves; sprockets.

SEALS & GASKETS: Cylinder head and intake manifold gaskets are covered for coolant leaks only. All other seals and gaskets are covered only when required in conjunction with the replacement of a **Covered Component**.

ADDITIONAL COVERAGE & BENEFITS:

DIAGNOSTICS: Diagnosis time of up to a maximum of one hour of labor for a covered repair unless a **Covered Component** failure is obvious by sight or sound.

FLUIDS AND FREON: Fluids and Freon are covered only when required in conjunction with the replacement of a **Covered Component**.

ROADSIDE ASSISTANCE: 24/7 roadside assistance & towing benefits included. See below for details.

RENTAL CAR REIMBURSEMENT: In the event that a Covered Repair requires labor in excess of eight (8) hours, we will provide rental car reimbursement of no more than thirty dollars (\$30) per day for a total of no more than five (5) days, not to exceed one hundred fifty dollars (\$150). Delays caused by unavailability of parts, shipping, and repair facility schedules, or other factors do not qualify for rental car reimbursement.

TRIP INTERRUPTION: In the event a **Mechanical Breakdown** covered by this **Agreement** occurs more than 100 miles from **Your** home and results in a **Licensed Repair Facility** keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted lodging and meals incurred by **You** up to a maximum of two hundred dollars (\$200.00), not to exceed one hundred dollars (\$100.00) per 24-hour period.

ROADSIDE ASSISTANCE PROGRAM:

This **CONTRACT** provides **24 Hour Emergency Roadside Assistance and Towing Services**. YOUR Roadside Assistance benefits, up to 3 services per year per customer, include the below services. If your vehicle is disabled as long as this contract is in effect, please call **888-464-9690**. Services are not available in areas where state law prohibits the use of third-party roadside assistance providers.

Tire Changes: Replace a flat tire with Customer's inflated spare. Repair or replacement cost of tire is responsibility of Customer.

Emergency Fluid delivery: Delivery of normal types of emergency fluids needed to get the **vehicle** to the nearest service facility, i.e. fuel, oil, water, etc. Cost of fluids will be responsibility of Customer.

Dead battery jump-starts: Jump-start a dead battery. This service will not be provided to hybrid and electric vehicles.

Lockout service: Unlock the doors of the **vehicle** or provide assistance if the key is lost or broken. Key(s) replacement cost will be Customer responsibility.

Towing: Tow the **vehicle** to the closest qualified place of repair or up to 25 miles, whichever is less. Towing under Roadside Assistance does not include Primary or Secondary tow services for vehicles involved in collisions. No towing provided to hybrid or electric vehicles due to a dead battery

OPTIONAL SURCHARGES:

Lift Kit: If You selected and paid for the Lift Kit surcharge on the application page then this coverage will eliminate the exclusion for lift kits, provided that the **vehicle** has a maximum six (6) inch lift or maximum three (3) inch drop from the original manufacture's specifications, and provided that the manufacturer's warranty is not voided. (maximum tire size not to exceed 3" taller and/or wider than the tire size listed on the covered vehicle's Tire Placard Label).

Wear and Tear: If You selected and Paid for the **Wear and Tear** surcharge on the application page then the listed parts under the following component groups are eligible for **Wear and Tear** coverage: **ENGINE, AUTOMATIC TRANSMISSION, MANUAL TRANSMISSION, FOUR WHEEL DRIVE (4X4) & ALL WHEEL DRIVE**, and **STEERING**.

Luxury Package: If You selected and paid for the Luxury Package surcharge (available only on Exclusionary and Exclusionary Wrap Plans) on the application page then any Factory installed navigation system; factory installed radio; navigation system display unit; navigation system control module; navigation system antenna; infrared system; camera systems; proximity pass key & sensor will have coverage benefits.

Commercial Use Package: If You selected and paid for the Commercial Use Package surcharge on the application page then coverage will be extended to vehicles used in commerce or to generate profit, including but not limited to pick-up and delivery service, company pool use, or business travel when the vehicle is used by more than one driver, deliveries, route service or repair calls, route sales, inspections, examinations, gardening and lawn care, and carrying personal tools to a job site. This surcharge will not extend coverage where the vehicle will or could be used in a manner that is materially different than a personal use vehicle. This includes, but is not limited to, the following: rental, taxi, limousine or shuttle, towing, hoisting, road repair operations, contractor, box trucks, dump beds, conversion vehicles, vehicles greater than one ton capacity, security services, snow plowing, cable or line installation or removal, police or other law enforcement services, fire service, emergency services, hauling, hauling for hire, construction, job site activities, farming or ranching.

Lyft / Uber Use: If you selected and paid for the Lyft/Uber surcharge on the application page then vehicles that are used for Lyft and/or Uber will be covered per the terms of the selected plan.

Enhanced Labor Rate: If You selected and Paid for the Enhanced Labor Rate surcharge on the application page, then the maximum hourly labor rate of eligible claims will be \$200 per hour

Salvage Vehicles: If you have selected and paid for the Salvage Surcharge on the application page, then vehicles with manufacturer warranty remaining that have had the manufacturer warranty revoked, voided, or cancelled will be covered per the terms of the selected plan. This surcharge applies to the major insurance titles including; Salvage Title, Branded Title, Reconstructed Title or Rebuilt Title. If the vehicle identified on the application page is outside of all manufacturer warranty by time and or mileage the Salvage Surcharge is not needed. This surcharge will not extend coverage for any vehicle determined to be previously flood damaged.

TERMS & CONDITIONS

1. **DEFINITIONS:**

The following definitions apply to words frequently used in this Agreement and appear in **Bold Faced Type**:

"ACT OF WAR" Any warlike action by a military or paramilitary force, including without limitation in defending against an actual or expected attack; or any act which is associated with, connected with, or occurring in the course of *war*, or which directly precipitates or provokes *war*.

"ADMINISTRATOR" means NVP Direct LLC, 5755 Granger Rd., Suite 205, Independence, OH 44131, (888) 270-5835.

"APPLICATION" means the document which must be attached to and forms part of this Vehicle Service Agreement. It lists information regarding You, Your Vehicle, Coverage selected, and other vital information.

"COMPUTER SYSTEM" Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, or wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.

"COVERAGE" means the protection You have selected: POWERTRAIN or 3-STAR.

“COVERED COMPONENT(S)” means those items specifically listed on Page 2 of this Agreement under POWERTRAIN or 3-STAR that are original parts on Your Vehicle at the time of its purchase by You or like replacement parts meeting the manufacturer’s specification.

“CYBER RISK” Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any of the following: any unauthorized, malicious, or criminal act, or the threat of such act(s), involving access to, or the processing, use or operation of, any *computer system*; any error or omission involving access to, or the processing, use, or operation of, any *computer system*; any partial or total unavailability or failure to access, process, use, or operate any *computer system*; or any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data, including any amount pertaining to the value of such data.

“DEDUCTIBLE” means the amount You are required to pay, as shown on the Application page of this Agreement, for covered Mechanical Breakdowns.

“ILLEGAL ACTIVITIES” Any actual or alleged violation of any federal, state or local regulation, statute or law; any forgery, conversion, secretion, or embezzlement; or any dishonest, fraudulent, criminal, or illegal act.

“LICENSED REPAIR FACILITY” means a repair facility licensed and / or regulated by the state to perform repairs for profit. The Licensed Repair Facility must have a tax identification number.

“MECHANICAL BREAKDOWN” means the inability of any covered part or component to perform the function(s) for which it was designed due to defects in workmanship or materials. Mechanical Breakdown does not include the gradual reduction in operating performance due to normal wear and tear.

“POLITICAL RISK” Any one or more of the following: any event, organized resistance, or action intending or implying the intention to overthrow, supplant or change outside of normal legal processes the existing head of state, elected official, appointed official, government, or political, militarized, terrorist or ruling group; nationalization; confiscation; expropriation; deprivation; requisition; revolution; rebellion; insurrection; uprising; military and usurped power; or any action taken by a governmental authority in response to the foregoing.

“SELLING DEALER” means the dealer identified on the Application page of this Agreement.

“VEHICLE” means the vehicle described on the Application page of this Agreement.

“VEHICLE SERVICE AGREEMENT”, “SERVICE AGREEMENT”, “AGREEMENT” means this Vehicle Service Agreement which includes the completed, signed Application.

“WAR” A state or period of hostile armed conflict, or military or paramilitary action, between two or more or within any of the following: a nation, a state, a government, a territory, a ruler, or a political, militarized, terrorist, or ruling group. It includes any acts or events associated with, connected with, or occurring in the course of such conflict or action, or directly precipitating or provoking such conflict or action. This definition applies regardless of whether war has been officially or formally declared, or whether governments have officially recognized the conflict or action as war.

“WEAR and TEAR” means the deterioration of a part that occurs naturally over time. Wear and Tear is not covered under this Agreement unless the **Wear and Tear** surcharge is selected (limited to those components specifically outlined within the **Wear and Tear** surcharge)

“WE”, “US”, “OUR” “OBLIGOR” means D&P Holdings, Inc., 18 Augusta Pines Dr., Suite 220W, Spring, TX 77389, (800) 353-1123.

“YOU”, “YOUR”, “AGREEMENT HOLDER”, “APPLICANT” refers to the person applying for the purchase of this Vehicle Service Agreement.

2. **ENTIRE AGREEMENT:** This **Vehicle Service Agreement**, including the terms, conditions, limitations, exceptions, definitions, exclusions, the **Application** page, together with endorsements, if any, constitute the entire **Agreement**. No one other than the parties hereto, by mutual agreement, may change this **Agreement** or waive any of its provisions. The **Agreement** gives the **Agreement Holder** specific rights. The **Agreement Holder** may have other rights, which may vary from state to state. This **Agreement** covers **Mechanical Breakdown** and is for the sole benefit of the **Agreement Holder** named herein and applies only with respect to the described **Vehicle**. The **Agreement** shall be invalidated if it is determined that the **Vehicle Service Agreement** was purchased after the sale of the **Vehicle**, or, if there has been an inaccuracy, tampering or alteration to the odometer mileage of the **Vehicle** so that the **Vehicle’s** true and actual mileage is not shown on the odometer or cannot be determined.
3. **TERM:** This **Vehicle Service Agreement** begins on the Contract Purchase date and will remain valid for the period selected or maximum mileage of **Your Coverage**, whichever occurs first, or when the Limits of Liability for this **Agreement** have been reached. **We** reserve the right to accept or refuse any **Service Agreement Application**. Any **Mechanical Breakdown** that occurs after the expiration of this **Agreement** will be denied. Please refer to the ID Card for the expiration date and expiration mileage.
4. **COVERAGE:** **We** agree to repair, replace, or reimburse **You** the cost of repairing or replacing a **Covered Component** on the **Vehicle** as a result of a **Mechanical Breakdown** arising out of the normal use of **Your Vehicle**, less **Your Deductible**, provided that **We** have given prior authorization before repairs begin.
5. **DEDUCTIBLE:** **You** shall pay a **Deductible** per repair visit, as determined by the selection **You** have chosen on the **Application** page of this **Agreement**.
6. **LIMITS OF LIABILITY (EXCLUSIONARY TERM):** **Our** obligations to perform under this **Agreement** shall cease when the cumulative benefits paid

or payable under this **Agreement** exceed the average value of the **Vehicle** at the time of loss as determined by the current N.A.D.A. Average Retail Value, or other independently published guide if no NADA vehicle value is available at the time of loss, or the selling price of the **Vehicle**, whichever is less. **We** shall not be responsible for lost wages, lost time, loss of use, commercial loss, or any other consequential or incidental damages whether or not related to a **Mechanical Breakdown**. **We** shall not be responsible for any liability arising from damage to property, or for injury or death of any person, arising out of the operation, maintenance, or use of the **Vehicle** whether or not related to a **Mechanical Breakdown**.

7. **LIMITS OF LIABILITY (ADDITIONAL POWERTRAIN COVERAGE TERM):** The limits of liability under the terms of the Additional Powertrain Coverage are subject to a maximum aggregate limit of \$6,500:

<u>Maximum Limit</u>	<u>Per Coverage Component Group</u>
Three thousand dollars (\$3,000)	Engine Claims
Two thousand dollars (\$2,000)	Transmission Claims
One thousand five hundred dollars (\$1,500)	Turbocharger Claims, Supercharger Claims, Steering Claims
One thousand dollars (\$1,000)	Axle Assembly Claims, FWD/AWD Claims
Seven hundred fifty dollars (\$750)	Air Conditioning Claims, Brakes Claims
Five hundred dollars (\$500)	Electrical Claims
Four hundred dollars (\$400)	Cooling Claims

Our total liability for the full **Term** of this **Agreement** shall not exceed a maximum payout of accumulated claims of \$6,500 or the NADA Used Car Guide trade-in value of the **Vehicle** at time of claim or **Mechanical Breakdown**, whichever is less **We** shall not be responsible for lost wages, lost time, loss of use, commercial loss, or any other consequential or incidental damages whether or not related to a **Mechanical Breakdown**. **We** shall not be responsible for any liability arising from damage to property, or for injury or death of any person, arising out of the operation, maintenance, or use of the **Vehicle** whether or not related to a **Mechanical Breakdown**.

8. **PARTS:** Replacement of **Covered Components** will be made with new, re-manufactured, rebuilt, aftermarket, or serviceable used parts of like kind chosen solely at the discretion of the **Administrator** not to exceed Manufacturer Suggested Retail Price (MSRP).
9. **LABOR:** Labor charges shall be based on the current AllData Labor Guide and hourly rates shall be within accepted industry standard for independent repair facilities up to a maximum hourly rate of \$150.
10. **OUR RIGHT TO RECOVER PAYMENT:** If You have a right to recover against another party for anything **We** have paid under this **Agreement**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.
11. **EXCLUSIONS – WHAT’S NOT COVERED:** This Agreement provides No Benefits for:
- A. Any Mechanical Breakdown Covered by a warranty, repairer’s guarantee, service contract or other insurance policy, regardless of whether it can or cannot be honored or collected or is unavailable for any reason.
 - B. Repair or replacement of any Covered Component when a Mechanical Breakdown is attributable to a condition that existed prior to the purchase of this Agreement.
 - C. Repair or replacement of any Covered Component when the Mechanical Breakdown information provided by You, or the Licensed Repair Facility, cannot be verified as accurate or is found to be deceptively inaccurate by the Administrator.
 - D. Components which have not experienced a Mechanical Breakdown that a Licensed Repair Facility recommends being repaired or replaced.
 - E. Any repair without Administrator’s prior authorization.
 - F. Repairs to Covered Components caused by non-covered components, or repairs to non-covered components caused by Covered Components.
 - G. A Mechanical Breakdown occurring outside the United States
 - H. State Sales Tax on parts and labor.
 - I. Any Vehicle determined to be previously flood damaged or a manufacturers’ buy-back.
 - J. Aftermarket accessories or non-original equipment not installed by the Vehicle manufacturer.
 - K. Excessive oil consumption, loss of compression, or gradual reduction in performance not associated with the Mechanical Breakdown of a Covered Component.
 - L. Any Vehicle equipped with a 10-cylinder or 12-cylinder engine.
 - M. Any Mechanical Breakdown of a Covered Component caused by an Agreement Holder’s refusal to perform reasonable repairs recommended by the Dealer or a Licensed Repair Facility.
 - N. Due to continued operation and failure to protect the vehicle from further damage caused by lack of necessary coolants and/or lubricants.
 - O. Additional loss or damage which is caused by YOUR or the operator’s failure to use all reasonable precautions to protect the vehicle from any further loss or damage after a mechanical breakdown or failure has occurred.
 - P. Maintenance services and parts which include, but are not limited to: nuts, bolts, fasteners, alignments, adjustments, cleaning, wheel

balancing, spark plugs, spark plug wires, glow plugs, tune-ups, drive belts, brake pads, brake linings / shoes, wiper blades, filters, hoses, shop supplies, and environmental waste charges.

- Q. Mechanical Breakdown or damage caused by modifications to Vehicle from original Manufacturer specifications, or not approved by Manufacturer. This includes but is not limited to: any vehicle equipped with lift or lowering kits, performance enhancement kits, oversized tires (maximum tire size not to exceed 3" taller and/or wider than the tire size listed on the covered vehicle's Tire Placard Label).
- R. Commercial Purposes of any kind, including but not limited to the following: rental, taxi, limousine or shuttle, towing, hoisting, road repair operations, contractor, box trucks, dump beds, conversion vehicles, vehicles greater than one ton capacity, security services, snow plowing, cable or line installation or removal, police or other law enforcement services, fire service, emergency services, hauling, hauling for hire, construction, job site activities, farming or ranching, unless the respective Commercial Use surcharge box is checked
- S. If Commercial Use is checked in the Optional Surcharges section of this contract and YOUR VEHICLE is used for commercial purposes in a manner which is not included in that coverage
- T. Mechanical Breakdown or damage caused by bolts, screws, carbon build-up in cylinders, clogged fuel injectors, contaminated fluids, fuel, or lubricants, foreign or unknown materials, coolant blockage, corrosion, detonation, failure to maintain proper levels of lubrication, fasteners, fire, fluid leaks, freezing, improper engine adjustments, improper fuel, coolant, fluids, or lubricants, lack of lubrication, lean fuel conditions, lubricant blockage, nuts, overheating, pinging, pre-ignition, residue, rust, seized or damaged parts due to operation without sufficient coolant, fluid, or oil, sludge buildup, varnish, warpage, water damage, water intrusion, or water leaks.
- U. Faulty parts or labor provided by others during the course of an authorized repair.
- V. Mechanical Breakdown or damage caused by abuse, Acts of God, chemicals, collision, earthquake, environmental conditions, explosion, hail, lightning, riot, road hazard, theft, vandalism, volcanic eruption, or windstorm.
- W. Any damage resulting from improper previous repairs.
- X. Diagnostic and Tear-down procedures and charges over one hour are not covered.
- Y. Any mechanical failure and associated repair that has been mis-diagnosed by a Licensed Repair Facility.
- Z. "Wear and Tear" to any Covered Components unless the Wear and Tear surcharge is selected (limited to those components specifically outlined within the Wear and Tear surcharge)
- AA. Any loss when Your Vehicle's odometer has been tampered with, altered, allowed to remain non-functional, disconnected or broken.
- BB. Caused by negligence, improper repair, misuse, or abuse.
- CC. Related to any of the additional coverage options when the applicable box in Mandatory Equipment Surcharge section of page 1 of this contract has not been checked.
- DD. If your vehicle is used for racing on or off road; competition; speed contests or trials whether alone or with other participants, timed or note; racetrack or course events of any kind in which YOUR VEHICLE is operated in a manner inconsistent with ordinary passenger use and/or which would not be lawfully permitted on a public roadway.
- EE. This VSC only provides benefits to the Contract Holder and only as expressly stated herein.
- FF. This VSC does not provide any benefit or payment of any kind not expressly stated herein; for any implied warranty (including for merchantability, fitness for particular purpose, or fitness for use); for any fines, penalties, attorneys' fees, or indirect, consequential, or punitive damages or losses of any kind; for any bodily injury or property damage resulting from a defective product (including strict liability); or where it would be a violation of applicable law or regulation to provide such benefit or payment.
- GG. This VSC does not provide any benefit or payment for any loss directly or indirectly resulting from: *cyber risk; political risk; war or acts of war; weapons of mass destruction; pollution or contamination (including threat thereof); nuclear reaction, radiation, or contamination; illegal activities* of or on behalf of Contract Holder or any person in lawful possession of the Covered Vehicle; confiscation, seizure or destruction of property; or abandonment.

12. CLAIMS PROCEDURE:

In the event of a **Mechanical Breakdown**, **You** agree to take immediate action to protect the **Vehicle** from further damage and to do the following:

1. It is the **Agreement Holder's** responsibility to protect the **vehicle** from further damage when a mechanical failure has occurred. Continued operation of the **vehicle** after any **Mechanical Breakdown** occurs, shall in all cases constitute failure to protect the **vehicle**. Failure to protect the **vehicle** is not limited to continued operation after **Mechanical Breakdown** alone but may constitute other acts of neglect by the **Agreement Holder**.
2. If **Your Vehicle** cannot be driven without further damage, **You** should call **888-464-9690** for Roadside Assistance to have the **Vehicle** towed to a **Licensed Repair Facility**.
3. Provide the **Licensed Repair Facility** with a copy of **Your Agreement**. The **Repair Facility** must be a **Licensed Repair Facility**, within the United States, that is open to the public during normal business hours.
4. It is the **Agreement Holder's** responsibility to provide evidence that the maintenance services have been performed as specified above. **Administrator** reserves the right to determine where repairs shall be made, to investigate all claims, and inspect any vehicle.
5. **We** will reimburse the **Approved Repair Facility** or **You** for the cost of the work, less any **Deductible**, performed on **Your Vehicle**.
6. To obtain payment for a covered **Breakdown**, **You** or the **Approved Repair Facility** must submit a legible and understandable copy of the repair invoice to the **Administrator**. Repair invoices must include the following: a repair order number/invoice number, the customer description of the breakdown, repair diagnosis, part numbers, and prices, labor hours, any applicable labor/parts warranties, **Vehicle**

identification number, repair date, **Vehicle** mileage, Your name and signature, repair facility name, address, phone number, and repair totals.

7. Have the **Repair Facility's** Technician or Service Writer call **Administrator** for verification of **coverage** and obtain an authorization number. **Administrator** will arrange for payment of authorized claim at that time. **Administrator** can be contacted Monday through Friday and Saturday 9:00am to 5:30pm EST toll free at (888) 270-5835.
8. Once any authorization number is obtained and repairs are completed, all repair orders and documentation must be submitted to **Administrator** within sixty (60) days to be eligible for payment.
9. Emergency repairs may be performed during non-business hours and **MUST** be reported the following business day. Reimbursement will be made pursuant to the terms and conditions of the contract, and **Coverage** limits for covered claims.
10. **Except for emergency repairs, NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION FROM ADMINISTRATOR:**

NVP DIRECT LLC
5755 Granger RD Suite 205
Independence, OH 44131
1 (888) 270-5835

13. **YOUR OBLIGATIONS:** In addition to the other provisions of this **Agreement**, and in order to receive **Coverage** and benefits under the terms and conditions of this **Agreement**, **You** must:
 - A. Acknowledge that, prior to authorizing any repairs for a **Mechanical Breakdown** of a **Covered Component**, the **Administrator** reserves the right to require proof of routine scheduled maintenance as outlined in the MAINTENANCE section of this **Agreement** (BELOW).
 - B. Acknowledge that, prior to authorizing any repairs for a **Mechanical Breakdown**, The **Administrator** reserves the right to require an inspection of the **Vehicle**, or move the **Vehicle** to a **Licensed Repair Facility** of its choice for the repair or replacement of a failed **Covered Component**.
 - C. Make sure the **Vehicle's** odometer, gauges, warning sensors & lights are functional at all times and always monitor them. In case of a problem, safely pull the **Vehicle** to the side of the road. If the odometer becomes inoperable during the term of this **Agreement**, then **You** must immediately notify the **Administrator** within 15 days of the odometer becoming inoperable, and provide documentation proving that the odometer has been repaired.
 - D. In the event of a **Mechanical Breakdown**, **You** agree to take immediate action to protect the **Vehicle** from further damage. Continued operation of the **Vehicle** after any **Mechanical Breakdown** occurs, shall in all cases constitute failure to protect the **Vehicle**. Failure to protect the **Vehicle** is not limited to continued operation after **Mechanical Breakdown** alone but may constitute other acts of neglect by the **Agreement Holder**.
 - E. If your **Vehicle** cannot be driven without further damage, **You** must have it towed.
 - F. Authorize the **Licensed Repair Facility** to Tear-Down **Your Vehicle** in order to determine the cause of failure. **You** will be responsible for these charges.
 - G. Pay any applicable **Deductible** and State Sales Tax. Only one **Deductible** charge will be assessed per **Licensed Repair Facility** visit.
14. **MAINTENANCE:** Regular maintenance service is a condition of this **Agreement**. In order to keep this **Agreement** in force during its term, the **Agreement Holder** must, at his or her expense, maintain the **Vehicle** according to the **Vehicle** manufacturer's specifications including, but not limited to, scheduled oil changes, transmission fluid changes, differential fluid changes, fluid level checks and refilling when required, and lubrication of the steering components and suspension. Or If **YOU** perform **YOUR** own maintenance, **YOU** must create and maintain a log of dates, mileage, supplies, and a description of each service performed. Receipts for **YOUR** supplies are required. The **Agreement Holder** must provide verifiable service records indicating proper maintenance of the **vehicle** has been performed upon **Administrator's** request. Receipts listing date, mileage, services performed, and materials purchased will be the only acceptable proof of maintenance.
15. **TRANSFERS or RENEWALS:** This **Agreement** is transferable one time and for the duration of the original term to a subsequent purchaser of the **Vehicle** upon Our receipt of a written transfer request from **You** within 30 days of change of ownership. Copies of all maintenance records must be given to the new owner and verification may be required by the **Administrator**. There is a transfer fee of one hundred dollars (\$100.00). This **Agreement** cannot be transferred to another vehicle. In the event We do not receive proper notice and payment, this **Agreement** shall become null and void.

This Contract is non-renewable and shall expire as set forth in Section 3. "TERM" and the COVERED VEHICLE INFORMATION and SERVICE CONTRACT INFORMATION section of the application page of this contract. However, **YOU** may purchase another Vehicle Service Contract for the **VEHICLE** prior to the expiration of this contract, subject to the following:

1. The **VEHICLE** will be eligible for whichever term **YOUR VEHICLE** qualifies for under **OUR** current underwriting guidelines.
 2. **TERM** must be equal to or greater than the previously selected **TERM**.
 3. Upgrades to higher coverage levels and/or optional coverages is not allowed.
 4. A new Vehicle Service Contract is requested in writing by **YOU** to the **ADMINISTRATOR** at least 30 days and 1,000 miles prior to the expiration of this contract.
 5. **YOU** must provide verifiable service records indicating proper maintenance of the **VEHICLE** has been performed.
 6. The **VEHICLE** is made available for inspection, if requested by **US** or by the **ADMINISTRATOR**
16. **CANCELLATION:** If **You** cancel this Contract within the first 30 days of the Contract Purchase Date, We will refund 100% of the Contract Purchase Price to **You**, minus any paid or authorized claims made under this Contract. Otherwise only in the event that **Your Vehicle** is declared a total loss by **Your** insurance company or is repossessed by the Financial Institution / Lender, We and the Selling Dealer will refund a pro-rata portion of the **Agreement** purchase price. We shall issue a pro-rata refund of the amount received from the Selling Dealer based

on the greater of the remaining time or mileage on this Agreement, deducting any claims paid or approved for payment by Us and a fifty-dollar (\$50.00) cancellation fee. In the event the cost of this Contract is part of a retail sales contract, the Lienholder identified on page 1 of this Application may be named on the refund check where permitted by law (unless the cancellation is accompanied by a discharge of lien). To cancel this Contract and request a refund, You must contact the Dealer in writing at the address shown above. If the Dealer is no longer at the address shown above, you must contact the Administrator.

We reserve the right to cancel this Agreement for one or more of the following reasons: (a) Material misrepresentation or fraud at the time of purchase or any time thereafter; (b) If it is determined that the Vehicle does not meet Our underwriting criteria; (c) Non-payment or partial payment by the Selling Dealer for this Agreement; (d) If You fail to maintain the Vehicle as per the manufacturer's recommendations and negligence causes a Mechanical Breakdown. If We cancel for any of these reasons within the first 30 days, you will receive a refund of the Contract Purchase Price minus any paid or authorized claims made under this contract. If We cancel after 30 days, the refund amount will be calculated by pro-rating the amount received by Us from the Selling Dealer based on the greater of the remaining time or mileage on this Agreement, deducting any claims paid or authorized by Us. If We cancel this Agreement for anything other than material misrepresentation, substantial breaches of contractual duties, or non-payment of the Contract Purchase Price, We will send written notice of cancellation to the Agreement Holder's last known address at least 15 days prior to such cancellation stating the effective cancellation date and the reason for cancellation.

ALLY BANK CUSTOMERS: If this Contract is cancelled within the first thirty (30) days, You will receive a full refund of the Contract purchase price. If this Contract is cancelled after the first thirty (30) days, We shall issue a pro rata refund of the amount received by Us from the Selling Dealer to You or the Lien Holder based on the greater of the remaining time or mileage on this Contract, deducting any claims paid by Us and a fifty-dollar (\$50) service charge.

17. **INSURANCE:** This Agreement is not an insurance policy. However, Our obligations under this Agreement are guaranteed under a reimbursement insurance policy issued by Jefferson Insurance Company, 9950 Mayland Drive, Richmond, VA 23233, 800-548-8510. If the Agreement benefit or refund is not provided by the Administrator within sixty (60) days after all requirements have been met, Contract Holder may apply for reimbursement directly to Jefferson Insurance Company via the address or phone number listed above.
18. **SUBROGATION:** You are entitled to complete reimbursement for Your loss before We are entitled to subrogation proceeds. You agree that We, after honoring a claim on Your Contract, have all rights of subrogation against those who may be responsible for Your Mechanical Breakdown or Failure. You shall do whatever is necessary to secure such rights. You shall do nothing to prejudice such rights, and You shall execute and deliver to the ADMINISTRATOR instruments and papers required to either secure or maintain such rights. All amounts recovered by You for which You were previously reimbursed under this Contract shall become Our property or the property of Our designee and shall be forwarded to same by You, up to the total amount paid by Us under this Contract, except that You must be made whole before We may retain any amounts We have recovered.
19. **DISPUTE RESOLUTION and ARBITRATION PROCEDURE:** If a dispute arises out of, or relates to this contract, or the alleged breach thereof, and if the parties are unable to resolve this dispute, then the parties agree to try in good faith to settle the dispute by mediation through a certified mediator not less than 30 days before resorting to arbitration, litigation, or any other dispute resolution procedure. A certified mediator shall be mutually agreed upon. The mediation and mediation process shall be confidential and not subject to disclosure in any subsequent arbitration, litigation, or any other forum except as required by law. The parties will share equally in the expense of such mediator and mediation proceeding. Disputes that are not resolved through mediation are subject to non-binding arbitration. Under this arbitration provision, You have not given up Your right to resolve any dispute arising from this Contract by a judge and/or jury. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration. However, the decision of the arbitrators will not be binding and may be reviewed or changed by, or appealed to, a court of law. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within 90 days of the conclusion of mediation. You and We will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. 1et.seq.) according to the rules of the American Arbitration Association and not by any state law under this Contract. The laws of Your state of residence (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Contract and all transactions contemplated by this Contract, including without limitation, the validity, interpretation, construction, performance and enforcement of this Contract.
20. **SPECIAL STATE REQUIREMENTS/DISCLOSURES:** The following State Requirements and/or disclosures apply if this Agreement was purchased in one of the following states and supersede any other provision herein.

ALABAMA: Section 15. Cancellation is amended to state if You cancel within thirty (30) days and no claim has been filed, then You will receive a full refund. After thirty (30) days or at any time if a claim has been paid, then You will receive a pro-rated refund less claims and an administrative fee of \$25. If We do not pay such refund within 45 days of cancellation, We will also pay You an additional amount equal to 10% of the total Contract Price of this Service Contract for each 45 days the refund is not paid.

ARKANSAS: : The following is added to the DEFINITIONS provision: **Punitive Damages** means those damages imposed to punish a wrongdoer and to deter others from similar conduct. **Section 15. Cancellation** is amended to state if You cancel within thirty (30) days of its purchase and no claim has been filed, then You will receive a full refund of the service contract retail price. At any other time, if You cancel the service contract You will receive a pro-rata refund of the service contract price for the unexpired term of the service contract based on the greater of the remaining time or mileage on this Agreement, less any cancellation fee stated in the service contract not exceeding fifty dollars (\$50.00). **Section 19. Dispute Resolution and Arbitration Procedure** is amended to state disputes that are not resolved through mediation can proceed to voluntary non-binding arbitration. Arbitration may not be demanded.

ARIZONA: In Section 1. Definitions: "WE", "US", "OUR" "OBLIGOR" means Diversified Insurance Facilities, Inc., 18 Augusta Pines Dr., Suite

220W, Spring, TX 77389, (800)353-1123, who is the entity that is obligated to perform under this **Agreement**. **Section 10. Exclusions:** **Exclusion B.** is amended to state: **Repair or replacement of any Covered Component when it has been determined that the condition existed prior to the purchase of this Agreement unless such prior condition is known by Us or the Selling Dealer. Exclusions F, J, M, N, P, T, and BB do not apply unless the action or lack of action has occurred while owned by You. Exclusion U & W are deleted.** **Section 15. Cancellations** is amended to state that after 30 days **You** may cancel at any time and receive a pro-rated refund less a cancellation fee of the lesser of \$50 or 10% of the gross amount paid by **You**. No claim incurred or paid shall be deducted from any refund amount. **DISPUTE RESOLUTION and ARBITRATION PROCEDURE** provision 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 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 D.I.F.I. at 602-364-2499."

CONNECTICUT: Section 16. Cancellation is amended to include that **You** may cancel **Your** contract at any time if the product is returned, sold, lost, stolen or destroyed. If the Contract Term is for less than one year and requires any repairs or benefits during its original term, the **Coverage** period will automatically be extended for the time equal to the time for which the **Vehicle** is in the custody of **Repair Facility**. This Contract will not provide for any in home services nor will any costs or fees be reimbursed for the transportation of the Covered **Vehicle** to be repaired for any claim benefits. The parties to this extended warranty contract are required to make reasonable efforts to resolve disputes over the terms of the warranty. (See DISPUTE RESOLUTION AND ARBITRATION PROCEDURE). In the event that the parties cannot reach agreement, then **You** may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. **Your** complaint must contain a short and plain description of the nature of the dispute, including a description of any attempts made to resolve the dispute and the results of such attempts. **Your** written complaint must also include the purchase or lease price of the item covered by the extended warranty, the cost of repair of the item and **You** must include a copy of the extended warranty contract or agreement. **Your** complaint must be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, ATTN: Consumer Affairs Division.

GEORGIA: **Exclusions Y.** is deleted in its entirety. **Exclusion B., C., J., Q., T. and X.** are deleted and replaced as follows: **B.** Repair or replacement of any **Covered Component** or condition known to **You** that existed prior to the purchase of this **Agreement**. **C.** Repair or replacement of any **Covered Component** when the **Mechanical Breakdown** information provided by **You** cannot be verified as accurate or is found to be deceptively inaccurate by the **Administrator**. **J.** Aftermarket accessories or non-original equipment not installed by the **Vehicle** manufacturer subsequent to the purchase of this Contract. **Q.** Any **Mechanical Breakdown** or damage caused by modifications to **Vehicle** made by **You** or with **Your** knowledge from original Manufacturer specifications, or not approved by **Manufacturer**. **T.** Any **Mechanical Breakdown** or damage caused by bolts, carbon build-up in cylinders, clogged fuel injectors, contaminated fluids, fuel, or lubricants, coolant blockage, corrosion, detonation, failure to maintain proper levels of lubrication, fasteners, fire, fluid leaks, freezing, improper engine adjustments, improper fuel, coolant, fluids, or lubricants, lack of lubrication, lean fuel conditions, lubricant blockage, nuts, overheating, pinging, pre-ignition, residue, rust, seized or damaged parts due to operation without sufficient coolant, fluid, or oil, buildup of contaminants, warpage, water damage, water intrusion, or water leaks. **X.** Diagnostic or Tear-down procedures and charges for non-covered repairs. **Exclusion AA** is modified by adding the following to the end: subsequent to the purchase of this service agreement while owned by you. **Exclusion BB** is modified by adding the following to the end: after the contract purchase date. **Section 12. Your Obligations** Item F. is deleted and replaced as follows: F. Authorize the **Licensed Repair Facility** to Tear-Down **Your Vehicle** in order to determine the cause of failure. **You** will be responsible for these charges if the failure is not covered by this Contract.

Section 15, CANCELLATION of this **Contract** is deleted and replaced with the following: **You** may cancel this **Contract** at any time for any reason. If this **Contract** is cancelled within the first 30 days of the **Contract Purchase Date**, **We** will refund 100% of the **Contract Purchase Price** to **You**, less any paid or authorized claims. If **You** cancel this **Contract** after 30 days or more from the **Contract Purchase Date**, **We** will refund 100% of the unearned pro rata **Contract Purchase Price**, less any claims paid or authorized claims and less a cancellation fee in the amount of fifty (\$50.00) dollars or ten (10%) percent of the pro-rata refund amount, whichever is less. If **You** have canceled this **Contract** and have not received the refund within forty-five (45) days of such cancellation, a 10% penalty per month shall be added to the refund. The pro rata refund will be calculated by multiplying the **Contract Purchase Price** by the percent of the unused time or mileage, whichever is greater. To cancel this Contract and request a refund, **You** must contact the **Selling Dealer** or **Administrator** in writing. If **YOU** have canceled this **Contract** and have not received the refund within sixty (60) days of such cancellation request, **You** may contact the insurer identified in the **INSURANCE** section of this **Contract**. This **Contract** is non-cancelable by **Us** except for fraud, material misrepresentation, or failure to pay the service **Contract Purchase Price**. Mailed notice of such cancellation stating the reason and effective date of the cancellation shall be given to the Contract Holder in writing no less than 30 days before the effective date of such cancellation. Following the cancellation, the holder shall be refunded 100% of the unearned pro rata purchase, less any claims paid. A reasonable administrative fee may be charged by the issuer not to exceed 10 percent of the unearned pro rata purchase price.

A power of attorney must be obtained by the lien holder for termination for non-payment, or to cancel this Service Contract for default of the Contract. The section entitled **DISPUTE RESOLUTION and ARBITRATION PROCEDURE** is deleted in its entirety. Any exclusion for pre-existing conditions in this Contract is amended to include only those pre-existing conditions that were known to **You** or reasonably should have been known to **You**.

IDAHO: The **CANCELLATION** provision of this **Agreement** is amended to provide that **You** may cancel this **Agreement** for any reason within 30 days of the **Contract Purchase Date**. **We** will refund 100% of the **Contract Purchase Price** to **You**, less a fifty dollar (\$50.00) cancellation fee. **You** may cancel this **Agreement** at any other time, for any reason and receive a pro rata refund of the Contract Purchase Price for the unexpired term of the service contract based on the number of elapsed months or miles, less fifty dollars (\$50.00). **Coverage** afforded under this Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS: **Cancellation** section restated to include: If **You** cancel within thirty (30) days and no claim has been filed, then **You** will receive a full refund. After thirty (30) days or if a claim has been paid, then **You** will receive a pro-rated refund based upon term or mileage, whichever is greater less claims and an administrative fee not to exceed the lesser of fifty dollars (\$50.00) or 10% of the **Agreement** price charged.

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

IOWA: The Commissioner of Insurance is Doug Ommen. The Division of Insurance is located at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000 **CANCELLATION** provision is amended to provide that if **You** cancel this **Agreement** within the first 30 days, pursuant to the Cancellation Procedure described herein, and a 100% refund is due, the refund will be paid to **You** within 30 days of the effective date of cancellation. If **We** do not pay such refund within 30 days of cancellation, **We** will also pay **You** an additional amount equal to 10% of the total Contract Price of this Service Contract for each month the refund is not paid. If **You** cancel this Contract, **We** will mail a written notice of cancellation/termination to **You** within 15 days of the date of the effective date of cancellation.

LOUISIANA: The **Cancellation** provision is amended to include: any refund will be paid to **You** within 45 days of the effective date of cancellation. If **We** do not pay such refund within 45 days of cancellation, **We** will also pay **You** an additional amount equal to 10% of the total Contract Price of this Service Contract for each month the refund is not paid.

This **Agreement** is not regulated by the Department of Insurance. Any concerns or complaints regarding the motor **vehicle** service contract may be directed to the attorney general.

MAINE: The **CANCELLATION** provision of this Contract is amended in the following manner: Any applicable cancellation fee will be the lesser of \$50.00 or 10% of the Contract Purchase Price.

MARYLAND: **Section 1. Definitions** “**Mechanical Breakdown**” and “**Wear and Tear**” are deleted and restated as follows: “**Mechanical Breakdown**” means the inability of any covered part or component to perform the function(s) for which it was designed due to defects in workmanship or materials or normal wear and tear. “**WEAR and TEAR**” means the deterioration of a part that occurs naturally over time. **Wear and Tear** is covered under this **Agreement**.

If **Your Vehicle** is being repaired for a **Breakdown** covered by this **Agreement**, and the **Agreement** expires during the repair, the **Agreement** is extended until the repair is completed. **Section 15. Cancellation** is restated as follows: If any refund is due to **You** under this **Agreement**, a 10% penalty per month will be added to the refund if it is not made within 45 days of return of the **Agreement** to **Us**. Refunds applicable to cancellations by **You** requested after the first 30 days will be subject to a \$50 cancellation fee. **Section 10. Exclusions**, Letter X. is deleted in its entirety and replaced as follows: X. Tear-down charges if the charges are not related to a **Covered claim** under this Contract. Letter Z. is deleted in its entirety.

MASSACHUSETTS: The **DEFINITION** of “**WE**”, “**US**”, “**OUR**”, “**OBLIGOR**” means the Selling Dealer listed on the Application Page of this **Agreement**. **NOTICE TO CUSTOMER: PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER’S OR SELLER’S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS AGREEMENT.**

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 40,000 miles at the time of sale

Provides coverage for 90 days or 3,750 miles, whichever occurs first.

Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale

Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale

Provides coverage for 30 days or 1,250 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Agreement**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Agreement**, 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 **Agreement**. The required dealer warranty is provided free of charge.

Furthermore, the definitions, **Coverages** and exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required dealer warranty.

MISSISSIPPI: The **CANCELLATION** provision of this **Agreement** is amended to include Any cancellation request after the above stated time, or if a claim has been made within the above time period, **You** may cancel this **Agreement** by submitting a written request to the **Administrator**. **We** will issue a pro- rata refund of the **Contract Price** paid based on the greater of the remaining time or mileage on this **Agreement**, deducting any claims paid or approved for payment by **Us** and a cancellation fee no greater than \$50 or 10% of the **Contract Purchase Price**, whichever is less. A 10% penalty per month will be added to the refund if it is not made within 45 days of return of the **Agreement** to **Us**. **Section 15: CANCELLATION BY US** is deleted and replaced with the following: **We** reserve the right to cancel this **Agreement** for one or more of the following reasons: (a) Material misrepresentation or fraud at the time of purchase or any time thereafter; (b) Non- payment or partial payment by the **Selling Dealer** for this **Agreement**; (c) substantial breach of duties by **You** relating to the Covered **Vehicle** or its use, such as failing to maintain the **Vehicle** as per the manufacturer’s recommendations and negligence causes a **Mechanical Breakdown**. In the event of an **Administrator** imposed cancellation for any reason other than non-payment, the refund amount will be calculated by pro-rata based on the greater of the remaining time or mileage on this **Agreement** of the Contact Purchase Price less any paid claims.

MISSOURI: **Section 15. Cancellation** first paragraph is amended to include In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. If this **Agreement** is canceled, **We** shall mail written notice of cancellation to **You** within forty-five (45) days of cancellation. If **You** cancel this **Agreement** within sixty (60) days of the **Agreement** purchase date and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the **Agreement**

to the **Provider**.

NEBRASKA: The **DISPUTE RESOLUTION AND ARBITRATION PROCEDURE** provision of this Contract is amended to provide only for voluntary mediation. Further, disputes not resolved through mutually agreed-upon mediation proceedings are subject only to voluntary and non-binding arbitration as further described in this section.

NEVADA: Any **Exclusions** part of any **Covered Vehicle** is amended to state that this **Contract** will not cover any damage due to an accident. However, if an accident occurs to the **Covered Vehicle**, **We** will not automatically suspend all **coverage** under this **Contract**. **We** will continue to provide any **coverage** that is unrelated to the accident, unless such **coverage** is otherwise excluded by the terms of this **Contract**. If **You** cancel this **Contract** within the first 30 days, pursuant to the applicable cancellation procedure described herein, and if a 100% refund is due, the refund will be paid to **You** within 45 days of the effective date of cancellation. If **We** do not pay such refund within 45 days of cancellation, **We** will also pay **You** and additional amount equal to 10% of the total **Contract Purchase Price** of this **Contract** for each month the refund is not paid. If **You** cancel this **Contract** thirty one (31) days or more from the **Contract's Date of Sale**, a pro rata refund will be made to **You**, less a Twenty-five-dollar (\$25) cancellation fee. No claim incurred or paid shall be deducted from any refund amount. Please Contact the selling **Dealer/Creditor** listed on the Registration page for information regarding procedures to cancel this **Contract**. **We** may cancel this **Contract** for any of the following reasons within seventy (70) days from the **Contract Date of Sale**. a.) If there has been fraud or material misrepresentation relative to this **Contract** or a claim; b.) A substantial breach of **Your** duties relative to this **Contract**; or c.) If there has been nonpayment by **You** of the **Contract Purchase Price**. No **Contract** that has been in effect for at least seventy (70) days may be cancelled by **Us** before the expiration of the agreed term or one(1) year after the effective date of the **Contract**, whichever occurs first, except on any of the following grounds: (a) Failure by the **Contract Holder** to pay an amount when due; (b) Conviction of the **Contract Holder** of a crime which results in the increase in the service required under the **Contract**; (c) Discovery of fraud or material misrepresentation by the **Contract Holder** in obtaining the **Contract**, or in presenting a claim for service there under; (d) Discovery of: 1. An act or omission by **You**, the **Contract Holder** which has occurred after the effective date of the **Contract**; or 2. A violation by **You**, the **Contract Holder** of any condition of the **Contract**, which has occurred after the effective date of the **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Contract** was issued or sold, (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold. If **We** cancel this **Contract**, **We** will mail **You** written notice at least thirty (30) days prior to cancellation of the date of cancellation and will state the effective date and the reason for cancellation. A pro rata refund will be made based upon either elapsed time or mileage, except in the event of an ineligible **Vehicle** determination made within the first 30 days of this **Contract**, in which case a 100% refund will be made. All refunds will be paid to the Lien Holder as shown on the Registration page, if any, otherwise to **You** or the party that paid for your contract on your behalf. **TRANSFER** section is changed to be subject to a \$25 transfer fee. In the event **You** do not receive satisfaction regarding your claim under this contract, **You** may contact the Nevada Commissioner of Insurance office at 888-872-3234.

NEW JERSEY: CANCELLATION section is amended to provide that if **You** cancel this **Agreement** within the first 30 days, pursuant to the Cancellation procedure described herein, and a 100% refund is due, the refund will be paid to **You** within 45 days of the effective date of cancellation. If **We** do not pay such refund within 45 days of cancellation, **We** will also pay **You** and additional amount equal to 10% of the total Contract Price of this Service Contract for each month the refund is not paid.

NEW MEXICO: The **Cancellation** provision is amended to provide that **You** may cancel this **Agreement** after the first thirty days for any reason and receive a pro rata refund of the **Contract Purchase Price** for the unexpired term of the service contract based on the number of elapsed months or miles, less an administrative fee of fifty dollars (\$50.00) or 10% of the Contract Purchase Price, whichever is less. If **You** have any concerns regarding the handling of **Your** claim, you may contact the Office of the Superintendent of Insurance at 1-855-427-5674.

NEW HAMPSHIRE: In the event **You** do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Department at 21 S Fruit St #14, Concord, NH 03301 or by calling (603) 271-2261.

NEW YORK: The **Cancellation** provision is amended to provide that if the Refund is not made within 30 Days, **We** will also pay **You** and additional amount equal to 10% of the total Contract Price of this Service Contract for each month the refund is not paid.

NORTH CAROLINA: CANCELLATION is amended to state that after 30 days **You** may cancel at any time and receive a pro-rated refund less claims and a cancellation fee of the lesser of \$50 or 10% of the pro rata refund. **We** may only cancel this contract due to non-payment of the Contract Price or a direct violation of the provisions of agreement by **You** and where this **Agreement** states that violation of such provision will subject the **Agreement** to cancellation.

OHIO: This Contract is not subject to the insurance laws of Ohio.

OKLAHOMA: 1. The **Definition** for **WE**, **US**, **OUR** **OBLIGOR** means Sonsio International, Inc., 5630 Ward Road, Arvada, CO 80002, 866-608-9836 who is the entity that is obligated to perform under this **Agreement** and **ADMINISTRATOR** means D&P Holdings, Inc., 18 Augusta Pines Drive, Suite 220W, Spring TX 77389, 800-353-1123. **2. Coverage** afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **3.** Sonsio International, Inc., the **Provider**, holds Oklahoma Service Warranty Association license number 44197949. **4.** Contracts cancelled by the Contract Holder within the first thirty (30) days under which no claim has been authorized or paid, are entitled to a full refund. If Contract Holder cancels the Contract after thirty (30) days, or submitted a claim within the first thirty (30) days, the return premium shall be based on one hundred percent (100%) of the unearned pro rata premium minus ten percent (10%) or fifty (\$50.00) dollars, whichever is less, and less the amount of any claims paid under the Contract. In the event the contract is canceled by **Provider**, return of premium shall be based upon one hundred percent (100%) of unearned pro rata of the Contract Purchase Price.

OREGON: This **Agreement** is between the **Obligor**, D&P Holdings, Inc., 18 Augusta Pines Dr., Suite 220W, Spring, TX 77389, (800) 353-123 and **You**. The **Obligor** is covered by a reimbursement insurance policy issued by Jefferson Insurance Company, 9950 Mayland Drive, Richmond, VA 23233, 800-548-8510 for all the obligations and liabilities in this service contract including additional roadside assistance benefits The **DISPUTE RESOLUTION AND ARBITRATION PROCEDURE** provision of this Contract is amended to provide only for voluntary mediation. Further, if

arbitration is mutually agreed to by each party, the arbitration shall be governed according to the rules of the American Arbitration Association and under the laws of the State of Oregon. If **You** have any questions regarding this **Agreement**, or a complaint against the **Obligor**, **You** may contact the Department of Consumer and Business Services, Division of Financial Regulation, Consumer Advocacy Section, P.O. Box 14480, Salem OR 97309, (503) 947-7984 or (888) 877-4894 or www.dfr.oregon.gov. The street address is 350 Winter Street NE, 4th Floor, Salem OR 97301.

SOUTH CAROLINA: The following is added to the **CANCELLATION** provision of this **Agreement**: "A 10 percent penalty per month shall be added to a refund that is not paid or credited within 45 days after the return of the Service Contract to the provider". If you have any questions regarding this **Agreement**, or a complaint against the obligor, you may contact the South Carolina Department of Insurance, 1201 Main St. Ste 1000, Columbia, SC 29201 or Post Office Box 100105, Columbia, SC 29202-3105, or (800) 768-3467.

TEXAS: D&P Holdings, Inc., Service Contract Provider License No. 722. The Cancellation section is amended to state that after 30 days **You** may cancel at any time and receive a pro-rated refund less claims and a cancellation fee of \$50. A ten (10%) percent penalty per month will be applied to any refund not paid or credited with forty-five (45) days after cancellation of the Contract. 2. The Insurance section is replaced in its entirety by the following: Obligations of the Provider under this Contract are insured under a contractual liability insurance policy issued by Jefferson Insurance Company. If the Contract benefit is not provided by **Us** within sixty (60) days after all claim requirements have been met or a refund is not paid before the 46th day after the date on the Contract is cancelled, the Contract Holder may apply for reimbursement directly to Jefferson Insurance Company, 9950 Mayland Drive, Richmond, VA 23233, 800-548-8510. 3. Unresolved complaints concerning a provider or question concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, PO BOX 12157, Austin, Texas, 78711, telephone number 512-463- 6599- or 800-803-9202.

UTAH: Payment of this contract may be paid in full with check, cash, credit card by the contract holder or financed with the vehicle loan or lease. The Definition of "WE", "US", "OUR" "OBLIGOR" means D&P Holdings, Inc. dba Auto Trac System, 18 Augusta Pines Dr., Suite 220W, Spring, TX 77389, 800-353-1123. Our obligations under this service contract are guaranteed under a service contract reimbursement insurance policy issued by Jefferson Insurance Company, 9950 Mayland Drive, Richmond, VA 23233, 800-548-8510. If **We fail to pay or provide service on any claim within 60 days after proof of loss has been filed, **You** are entitled to make a claim directly against this insurance company. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Utah Property and Casualty Guaranty Association.**

With regards to Section 11, CLAIMS PROCEDURES, Utah Code Ann. §31A-21-312 states that failure to give any notice or file any proof of loss required by the Contract within the time specified in the Contract does not invalidate a claim made by the Contract Holder, if the Contract Holder proves that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

The second paragraph of Section 15, CANCELLATION section is deleted and replaced with: **We** reserve the right to accept or cancel this Contract within the first 60 days from the Contract Sales Date for any reason with a 10 day written notice. After 60 days, **We** will only cancel due to (a) nonpayment; (b) material misrepresentation; (c) substantial changes in risk; or (d) substantial breaches of contractual duties. If **We** cancel within the first 60 days, you will receive a 100% refund of the Contract Purchase Price minus any paid or authorized claims made under this Contract. If **We** cancel after 60 days, the refund amount will be calculated by pro-rata based on the greater of the remaining time or mileage, less any claims paid.

The second paragraph of the **DISPUTE RESOLUTION AND ARBITRATION PROCEDURE** section is deleted and replaced with: Disputes that are not resolved through mediation and are subject to binding arbitration. **IF NOT RESOLVED THROUGH MEDIATION, ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY 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 THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.**

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

WISCONSIN: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The following is added to the **CANCELLATION** provision of this Contract: This section is amended to provide that if **You** cancel this Contract within the first 30 days, pursuant to the Cancellation Procedure described herein, and a 100% refund is due, the refund will be paid to **You** within 45 days of the effective date of cancellation. If **We** do not pay such refund within 45 days of cancellation, **We** will also pay **You** an additional amount equal to 10% of the total Contract Price of this Service Contract for each month the refund is not paid. Any applicable cancellation fee will be the lesser of \$50.00 or 10% of the Contract Purchase Price. However, in the event of a total loss of the **vehicle** covered under this Contract, **You** may cancel this Contract and **You** will be entitled to receive a pro rata refund of the Contract Purchase Price, less any claims paid with no cancellation fee applicable. Cancellation by **Us** is amended to state: **We** reserve the right to cancel this Contract if: (a) nonpayment of the provider fee; (b) material misrepresentation by the contract holder to the provider or administrator; or (c) substantial breach of duties by the service contract holder relating to the covered product or its use. In the event **We** cancel this Contract, **We** will mail a written notice to **You** at the last-known address **We** have on file at least 5 days prior to the cancellation effective date providing the reason for such cancellation. If **We** cancel for any reason other than nonpayment of the provider fee, **We** will provide a pro-rata refund based on the greater of the remaining time or mileage, less any paid claims, and less a cancellation fee in the amount of \$50 or 10% of the Contract Purchase Price, whichever is less. The **DISPUTE RESOLUTION AND ARBITRATION PROCEDURE** provision of this Contract is amended to provide only for voluntary mediation. Further, disputes not resolved through mutually agreed-upon mediation proceedings are subject only to voluntary and non-binding arbitration as further described in this section.

WYOMING: The following is added to the **CANCELLATION** provision of this Contract: This section is amended to provide that if **You** cancel this Contract within the first 30 days, pursuant to the Cancellation Procedure described herein, and a 100% refund is due, the refund will be paid to **You** within 45 days of the effective date of cancellation. If **We** do not pay such refund within 45 days of cancellation, **We** will also pay **You** an additional amount equal to 10% of the total Contract Price of this Service Contract for each month the refund is not paid. Any applicable cancellation fee will be the lesser of \$50.00 or 10% of the Contract Purchase Price. The **DISPUTE RESOLUTION AND ARBITRATION PROCEDURE** provision of this Contract is amended to provide only for voluntary mediation. Further, disputes not resolved through mutually agreed-upon mediation proceedings are subject only to voluntary and non-binding arbitration as further described in this section.