

# Vehicle Service Protection Vehicle Service Contract



## Volkswagen Drive Easy

### Customer Information

Last Name **Test** First Name **Test** Middle Initial **T**  
Street Address **1364 Boone Avenue Ext** Apt #  
City **Kingsland** State **GA** ZIP Code **31548**  
Primary Phone Number **(454) 5454543** Secondary Phone Number **(456) 7765434** E-mail Address **test01@gmail.com**

### Covered Vehicle Information

Make **Volkswagen** Model **ATLAS** Trim **V6 SE** Model Year **2022**  
Vehicle Identification Number (VIN) **1V2KR2CAXNC530818**  
Odometer Reading on Agreement Purchase Date **75** Manufacturer's Original In Service Date **2022-04-05**

### Seller Information

**VWFS Protection Services, Inc.**, 2200 Ferdinand Porsche Drive, Herndon, VA 20171, 1-844-611-6488  
In Florida, **VWFS Protection Services FL, Inc.**, 2200 Ferdinand Porsche Drive, Herndon, VA 20171, 1-844-611-6488

### Vehicle Service Protection Agreement Information

Agreement Coverage Term (in months/miles) **/ 100000** **The Agreement Coverage Term is measured in time/miles from the Manufacturer's Original In Service Date and zero (0) miles.**  
Agreement Coverage Plan: ☐ Platinum ☐ Gold ☐ Powertrain  
Agreement Purchase Date **2022-07-07** Deductible \$ **100** If no deductible is listed, the \$0 deductible will apply  
Agreement Retail Price \$ **1854.00** Sales Tax (if applicable) \$  Total Agreement Retail Price (Sales Tax (if applicable) + Agreement Retail Price) \$ **1854.00**

**Payment Method:** ☐ Paid In Full ☐ Installment Payment Plan (If You select the Installment Payment Plan option, please see Section 12, Installment Payment Plan for terms & conditions)

Initial Payment Amount \$  Number of Individual Installment Payments  Individual Installment Payment Amount \$   
Each Individual Installment Payment Amount due on  day of the month

☐ Light Duty Commercial Use Coverage (Only available for: (i) passenger cars or sport utility vehicles; (ii) vehicles with less than 7,000 miles on the Agreement Purchase Date; and (iii) vehicles with one (1) ton or less capacity)

**THE PURCHASE OF THIS VEHICLE SERVICE PROTECTION AGREEMENT IS NOT AN OPTION IN THE TERMS OF A MOTOR VEHICLE PURCHASE OR LEASE MAY NOT BE CONDITIONED UPON THE PURCHASE OF THIS AGREEMENT. THE AGREEMENT IS NOT AN INSURANCE CONTRACT. THIS IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE POLICY. SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES.**

I (Customer), whose signature appears below, acknowledge that the information contained above is, to the best of my knowledge, true. I have read this Volkswagen Drive Easy Vehicle Service Protection Vehicle Service Contract ("Agreement") in its entirety and I understand and agree to all of the provisions, terms, and conditions contained herein, including the exclusions, cancellation and transfer sections. I agree to purchase this Agreement in exchange for payment of the Total Agreement Retail Price shown above. I understand that this Agreement has been issued in accordance with the information contained on the Registration Page. I agree that the Agreement Coverage Term becomes effective on the Agreement Purchase Date, even though any components or parts covered by manufacturer, supplier, or other warranty are NOT covered by this Agreement until the expiration of the manufacturer's, supplier's, or other applicable warranty. **I understand that my Agreement Coverage Term runs concurrently with any periods of applicable manufacturer's warranties. I understand that prior authorization from the Administrator is required on repairs covered by this Agreement. I understand and agree that I have already separately acknowledged that I will receive this Agreement via an electronic delivery method.**

**I further understand that any Mechanical Breakdown, loss, or damage that results from a Pre-Existing Condition is not covered by this Agreement.**

**THE TERMS AND CONDITIONS CONTAINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY YOU.**

☐ **NEVADA RESIDENTS ONLY:** By initialing this box, You acknowledge that this Agreement contains an Arbitration provision, that You have read and understand Section 11, Arbitration, and affirmatively agree to the terms contained therein.

☐ **WASHINGTON RESIDENTS ONLY:** By initialing this box, I acknowledge that I have read, understand and agree to the terms and conditions of this Agreement. I have reviewed with the Seller the sections of this Agreement titled: AGREEMENT COVERAGE, AGREEMENT COVERAGE TERM, VEHICLE COVERED PARTS, EXCLUSIONS FROM COVERAGE, HOW TO FILE A CLAIM, **YOUR RESPONSIBILITIES**, DEDUCTIBLE AND UNCOVERED COSTS, CANCELLATION, AND IMPLIED WARRANTY OF MERCHANTABILITY.

Customer Signature \_\_\_\_\_ Date **2022-07-07**

**Obligor/Provider:** VWFS Protection Services, Inc., 2200 Ferdinand Porsche Drive, Herndon, VA 20171, 1-844-611-6488  
**In Florida, the Obligor/Provider is VWFS Protection Services FL, Inc., 2200 Ferdinand Porsche Drive, Herndon, VA 20171, Florida License Number 29864**  
**Administrator:** Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328 1-844-611-6488

# Volkswagen Drive Easy Vehicle Service Protection Terms & Conditions

## 1. Introduction and Parties

- A. The vehicle service contract obligations arising out of the Volkswagen Drive Easy Vehicle Service Protection Vehicle Service Contract ("Agreement") are between VWFS Protection Services, Inc., except in Florida where the Obligor/Provider is VWFS Protection Services FL, Inc., Florida License Number 29864, the service contract Provider (hereinafter referred to as "Obligor," "Provider," "We," "Us," and "Our"), and the Customer whose information appears on the Registration Page (hereinafter referred to as "Customer," "You," and "Your"). We have appointed Safe-Guard Products International, LLC (hereinafter referred to as "Administrator") to perform the administration for this Agreement, except in Florida where We have appointed Safe-Guard Warranty Corporation, Florida License Number 60126, as the Administrator. For administration and claims assistance, please contact the Administrator at 1-844-611-6488.
- B. We, in return for payment of the Total Agreement Retail Price, agree to cover the approved costs to repair, or to reimburse You for the approved costs of parts and labor (not to exceed the manufacturer's suggested retail price for part(s) and labor allowances as listed in a nationally recognized parts and labor guide, such as Mitchell or Alldata), to repair or replace a Covered Part due to a Mechanical Breakdown, less the applicable deductible, subject to the terms, conditions, and limitations herein.

## 2. Definitions

For the purpose of this Agreement, the following terms shall mean:

**Administrator** means Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 1-844-611-6488, except in Florida where the Administrator is Safe-Guard Warranty Corporation, Florida License Number 60126.

**Agreement** means this Volkswagen Drive Easy Vehicle Service Protection vehicle service contract which You have purchased.

**Agreement Coverage Term** means the length of time or the number of miles, whichever occurs first, for which this Agreement is in effect, as shown on the Registration Page. Please see Section 3, General Agreement Terms, subsection A., Agreement Coverage Term, for additional information regarding how Your Agreement Coverage Term will be measured.

**Consequential Damage** means an event or damage that occurs separately as a consequence or result of the failure of any part, such as loss of time or use, inconvenience, commercial loss, personal injury or property damage.

**Coverage Plan** means the coverage plan You selected on the Registration Page (Platinum, Gold, or Powertrain).

**Covered Part** means a component of the Covered Vehicle which is covered by this Agreement under the coverage plan You have selected, as described in Section 4, Agreement Coverage.

**Covered Vehicle** means the vehicle which is covered by this Agreement, as described on the Registration Page.

**Current Odometer Reading** means the number of miles shown on the Covered Vehicle's odometer on the Agreement Purchase Date, as recorded on the Registration Page.

**Customer, You, and Your** mean the individual described on the Registration Page (the purchaser/lessee of the Covered Vehicle) or the individual to whom this Agreement was properly transferred.

**Deductible** means the amount You are required to pay, as listed on the Registration Page, towards the cost to repair or replace a Covered Part in the event of a Mechanical Breakdown.

**Incidental Damages** means any damages or costs incurred by You after a Mechanical Breakdown in an effort to avoid additional loss.

**Initial Payment Amount** means the dollar amount that You are required to pay towards the Total Agreement Retail Price on the Agreement Purchase Date, if You selected the Installment Payment Plan option on the Registration Page. Please note that this amount may not be equal to the Individual Installment Payment Amount.

**Individual Installment Payment Amount** means the dollar amount that

We will process each month, in addition to the Initial Payment Amount paid on the Agreement Purchase Date, via the credit/debit card account You provide until the Total Agreement Retail Price is paid in full, if You selected the Installment Payment Plan option on the Registration Page. Please note that this amount may not be equal to the Initial Payment Amount.

**Light Duty Commercial Use** means a company or pool vehicle used for the following commercial purposes: business travel, site inspection, light delivery, service or repair, and snow removal, provided that the Covered Vehicle is equipped for snow removal, as recommended by the manufacturer. Light Duty Commercial Use is considered to be a Prohibited Commercial Purpose, unless the Light Duty Commercial Use box was selected on the Registration Page. If you selected the Light Duty Commercial Use Coverage box on the Registration Page, please see Section 3(B)(2), Light Duty Commercial Use Coverage.

**Manufacturer's Original In-Service Date** means the date on which the Covered Vehicle was originally placed in service, as described on the Registration Page.

**Mechanical Breakdown** means (i) the operational or structural failure of a Covered Part due to a defect in materials or workmanship or (ii) the failure of a Covered Part due to a gradual reduction in operating performance as a result of normal wear and tear, prior to the expiration of the Agreement Coverage Term. A Covered Part has failed when it can no longer perform the function for which it was designed solely because of its condition, and not because of the action or inaction of any non-covered parts. The determination of whether a Mechanical Breakdown has occurred will be made at the sole discretion of the Obligor (or its Administrator) based upon the diagnostic information provided by the Repair Facility.

**Number of Individual Installment Payments** means the total number of Individual Installment Payment Amounts that You are required to pay and that We will process via the credit/debit card account You provide until the Total Agreement Retail Price is paid in full, if You selected the Installment Payment Plan option on the Registration Page. The Number of Individual Installment Payments is in addition to the Initial Payment Amount.

**Obligor, Provider, We, Us, and Our** mean VWFS Protection Services, Inc., 2200 Ferdinand Porsche Drive, Herndon, VA 20171, 1-844-611-6488, except in Florida where these terms mean VWFS Protection Services FL, Inc.

**Permitted Commercial Purpose** means a commercial purpose which is commonly categorized as "professional." A Permitted Commercial Purpose is generally limited to using the Covered Vehicle for transportation to and from commercial work-related activities, including, but not limited to: vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening) or light duty services (e.g. electrician, carpenter and plumber). If you selected the Light Duty Commercial Use Coverage box on the Registration Page, please see Section 3(B)(2), Light Duty Commercial Use Coverage.

**Pre-Existing Condition** means a condition that, within all reasonable probability, existed in or on the Covered Vehicle prior to the Agreement Purchase Date.

**Prohibited Commercial Purpose** means a commercial purpose other than a Permitted Commercial Purpose. A Prohibited Commercial Purpose generally involves using the Covered Vehicle to perform commercial work-related functions, including, but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, livery, carrying passenger for hire (taxi, limousine, or shuttle services), ride share vehicles, towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use, or if the Covered Vehicle is both registered/titled in a company's name and may be used by multiple drivers. If you selected the Light Duty Commercial Use Coverage box on the Registration Page, please see Section 3(B)(2), Light Duty Commercial Use Coverage.

**Registration Page** means the first page of this Agreement. It lists information regarding You, the Covered Vehicle, the Coverage Plan selected, and other pertinent information.

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**Repair Facility** means any of the following: (1) any Volkswagen dealer performing repairs; (2) in accordance with Section 6 of this Agreement, if You cannot return the Covered Vehicle to a Volkswagen dealer, any repair facility You are directed to after receiving instructions from the Administrator which performs repairs; or (3) in accordance with Section 6(B) of this Agreement, any repair facility performing emergency repairs.

**Seller** means VWFS Protection Services, Inc., 2200 Ferdinand Porsche Drive, Herndon, VA, 20171, 1-844-611-6488, except in Florida where the Seller is VWFS Protection Services FL, Inc.

## 3. General Agreement Terms

### A. Agreement Coverage Term

Coverage under this Agreement begins on the Manufacturer's Original In-Service Date and at zero (0) miles on the odometer, and will expire according to the Agreement Coverage Term listed in months/miles, whichever occurs first, as listed on the Registration Page.

### B. Commercial Use

1. The Covered Vehicle may be used for any Permitted Commercial Purpose. Light Duty Commercial Use is considered to be a Prohibited Commercial Purpose, unless the Light Duty Commercial Use box was selected on the Registration Page. If You selected the Light Duty Commercial Use box on the Registration Page, the Covered Vehicle may be used for any Light Duty Commercial Use, provided that the Covered Vehicle is eligible for this coverage, as described in Section 3(B)(2), Light Duty Commercial Use Coverage, below. The Covered Vehicle may not be used for any Prohibited Commercial Purpose.
2. **LIGHT DUTY COMMERCIAL USE COVERAGE:** In order to qualify for Light Duty Commercial Use Coverage, the Covered Vehicle must be a passenger car or sport utility vehicle not exceeding one (1) ton capacity, and must have a Current Odometer Reading of less than thirty-five thousand (35,000) miles on the Agreement Purchase Date. Eligible usage is limited to company or pool vehicles used for business travel, site inspection, light delivery, service or repair, and snow removal, provided that the Covered Vehicle is equipped for snow removal, as recommended by the manufacturer. Cab/chassis, cutaways, stripped chassis, incomplete vehicles, branded vehicles, and any vehicles exceeding one (1) ton capacity are not eligible for coverage.

### C. Repair Payments

The Repair Facility should perform authorized repairs covered under this Agreement without any charge to You for such repairs. If the Repair Facility does charge You for authorized repairs covered under this Agreement, submit copies of all invoices and receipts pertaining to the authorized repairs, along with a copy of the Registration Page to: Administrator, Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328. **The amount We will pay for authorized repairs is limited to the reasonable and customary charges for parts and labor necessary to repair or replace the Covered Parts. These charges shall not exceed the manufacturer's suggested retail price for parts and labor as listed in a nationally recognized parts and labor guide, such as Mitchell or Alldata.**

### D. Our Options

Administrator will pay the Repair Facility directly, or reimburse You for the repair or replacement of any part covered by this Agreement. **At Our discretion, replacement parts utilized in covered repairs will be genuine Volkswagen new or remanufactured parts, Volkswagen approved parts, or like kind and quality parts.** Limits of Liability

**For any one repair visit, all benefits paid or payable shall not exceed the actual cash value of the Covered Vehicle at the instant prior to the most recent loss. The aggregate total of all benefits paid or payable during the Agreement Coverage Term shall not exceed the NADA value of the Covered Vehicle on the Agreement Purchase Date. The payment or reimbursement for repair or replacement of Covered Parts and the benefits stated under RENTAL CAR**

**COVERAGE, EMERGENCY ROADSIDE ASSISTANCE, and TRIP INTERRUPTION BENEFIT, are the only remedies available to You. We assume no other obligation or responsibility with regard to the Covered Vehicle. We neither assume, nor authorize anyone to assume for Us, any additional liability.**

### E. Deductible and Uncovered Costs

**For each repair visit to which You apply benefits hereunder, You will be responsible for payment of the deductible amount selected by You, as listed on the Registration Page, and for any other costs not covered by this Agreement. If no deductible is listed on the Registration Page, the deductible will be \$0. If the same Covered Part previously repaired under this Agreement fails again, the deductible will be waived.**

### F. Miscellaneous

1. **If You have any questions regarding which Agreement Coverage Term or Coverage Plan has been selected and purchased, You should contact the Administrator.**
2. This Agreement will be governed by the laws of the state listed in the Customer Information section on the Registration Page, unless state law requires otherwise.
3. No amendment, supplement, or waiver of any provision of this Agreement will be binding against Us unless it is in writing and signed by one of the authorized representatives at Our home office.
4. We may delegate the performance of Our duties and obligations and assign Our rights and benefits hereunder, and if required by state law, We will provide you with notice of the identity of the delegate or assignee.
5. Our right to recover payment (subrogation): If We make any payment under this Agreement and You have a right to recover against another party, Your rights shall become Our rights and You shall do whatever is reasonably necessary to enable Us to enforce these rights. We will not pay for a loss if You impair Our rights to recover. Your rights to recover from others may not be waived. Our subrogation rights become effective after You are made whole.
6. Your help and cooperation is required if We ask You to help Us enforce Your rights against any manufacturer or Repair Facility who may be responsible to You for the cost of repairs covered by this Agreement.
7. All determinations with regard to coverage under this Agreement will be made in the sole discretion of the Obligor (or its Administrator), as informed by any applicable Repair Facility or servicing technician.

## 4. Agreement Coverage

In the event of a Mechanical Breakdown of a Covered Part, We agree to cover the approved costs to repair or to reimburse You for the approved costs of parts and labor (not to exceed the manufacturer's suggested retail price for part(s) and labor allowances as listed in a nationally recognized parts and labor guide, such as Mitchell or Alldata) to repair or replace a Covered Part, less any applicable deductible, subject to the terms, conditions, and limitations herein.

This Agreement may provide certain coverages which may overlap with coverages that are provided by any applicable manufacturer's warranty for the Covered Vehicle. **IF THE MECHANICAL BREAKDOWN, ROADSIDE EVENT OR TRIP INTERRUPTION BENEFIT COVERED UNDER THIS AGREEMENT IS ALSO COVERED UNDER ANY OTHER WARRANTY, ROADSIDE ASSISTANCE PROGRAM, SERVICE POLICY, RECALL, OR REPAIR ADJUSTMENT ("OTHER COVERAGE"), AND IF SUCH OTHER COVERAGE IS LESS THAN THE COVERAGE PROVIDED HEREUNDER, WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS AGREEMENT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.**

**This Agreement is not an insurance policy, a warranty, or a guarantee.**

**PLAN COVERAGE:** There are three coverage plans (Powertrain, Gold and

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Platinum) described in this Agreement. The coverage plan that applies to the Covered Vehicle is determined by the Coverage Plan You selected and purchased, which is identified on the Registration Page.

## A. Covered Parts

**POWERTRAIN COVERAGE PLAN** (includes coverage only for the following Covered Parts):

**ENGINE:** Engine block and cylinder heads and all internally lubricated parts including pistons, piston rings, pins and cylinder sleeves; crankshaft, pulley, main bearings, caps and bolts; connecting rods, rod bearings; camshaft(s), camshaft bearings, buttons and plugs; timing gears and timing chain or belt and tensioner; rocker arms, rocker arm pivots, shafts and bushings; intake and exhaust valves, springs, guides, adjusters, retainers and seats; pushrods and lifters; intake manifold; exhaust manifolds; balance shaft; water pump; fuel pump; thermostat; oil pump, cover, gears, pressure relief valve and screen; rotor housing, rotors, shims and silent shaft; all internal fasteners, nuts and bolts; turbocharger/supercharger assembly including boost valve and wastegate; seals and gaskets. Oil pan; valve, timing and side covers; thermostat housing; water pump pulley; engine mounts; harmonic balancer; flex plate/ flywheel and ring gear; engine oil cooler; boost pressure control, recirculation and blow-off valve; engine oil cooler hoses.

**TRANSMISSION/TRANSAXLE/TRANSFER CASE:** Transmission/transaxle case and all internally lubricated parts including ring and pinion gears; oil pump, cover, gears, housing and vanes; torque converter; valve body(s); throttle valve; valve pack; governor, gear and cover; parking gear and pawl; roll pins; sprockets; chain; springs; stator and shaft; pressure regulator valve; pressure switches; solenoids; bands; automatic transmission/transaxle clutch, drums, pistons and steel plates; planetary and sun gears; servos and rings; blockers; synchronizer hubs and keys; bearings; bushings; supports and shafts; control rings; yoke; extension housing; speedometer drive gears; accumulators and rings; adjusters; all internal fasteners, nuts and bolts; shift cover and forks; separate bell housing; transfer case and all internal parts contained within the transfer case; seals and gaskets. Oil pan; detent cable; TVI/throttle cable; vacuum modulator; transmission mounts, transmission oil cooler; transmission cooler hose. **(STANDARD TRANSMISSION CLUTCH ASSEMBLIES AND ALL COMPONENT PARTS ARE NOT COVERED)**

**DRIVE AXLE:** Differential/axle housing(s) and all internally lubricated parts including the axle flange; ring and pinion gear/carrier assembly; spider gears and bearings; pins; retainers; limited slip clutches, plates and springs; cover; seals and gaskets. Constant velocity joints; slip joint; front wheel drive axles/halfshafts and wheel bearings; u-joints; couplings; flex disc; prop shafts; center support bearings.

**HYBRID/ELECTRIC COMPONENTS:** Hybrid electric motor; hybrid electric motor clutch; hybrid electric motor clutch actuator; hybrid electric transmission oil pump (including control module); electric motor; seals and gaskets; inverter/converter/transformer units (including all internal components and cover); continuously variable transmission (including all internal components); power split device (including all internal components); reduction/reducer box (including all internal components).

**Any part or component not listed above WILL NOT be covered and is specifically excluded by the Powertrain Coverage Plan, regardless of whether the damage to the non-covered part is caused by a Covered Part.**

**GOLD COVERAGE PLAN** (includes coverage for all Covered Parts listed under the POWERTRAIN Coverage Plan, plus the following additional Covered Parts):

**FRONT SUSPENSION:** Upper and lower control arms, shafts and bushings; struts, shock absorbers, housing and cartridge; spindle/steering knuckle and spindle support. Wheel bearings;

ball joints and bushings; stabilizer bar, links and bushings; torsion bar, mounts and bushings; track bar, links and bushings; tension rods/radius arm and bushings. Coil and leaf springs, seats and bushings, electronic level control components including pump, accumulator, lines and bags.

**REAR SUSPENSION:** Upper and lower control arms, shafts and bushings; upper and lower ball joints; struts, shock absorbers, housing and cartridge; wheel bearings; spindle/steering knuckle and spindle support; coil springs, seats and bushings, track bars, links and bushings; electronic level control components including pump, accumulator, lines, bags; stabilizer bar, links and bushings.

**CLIMATE CONTROL:** Condenser; compressor; evaporator; orifice/expansion; seals and gaskets. Accumulator; receiver drier; manual climate control unit; clutch assembly including coil, disc and pulley; control cables; cutoff switch; serpentine belt tensioner, bearing and pulley. Compressor mounting brackets; idler pulley and bearings; air conditioning/heater blower motor; pressure lines and hoses; heater core.

**FUEL:** Fuel lines; fuel pressure regulator; level sending unit; fuel injectors and seals; injection pump; ESC systems; fuel injection control components including mixture control processor, throttle body assembly, cutoff valve, fuel rail, fuel distributor, trigger contacts, cold start valve, fuel injection valve, fuel accumulator; tank; tank door latch; tank filler neck and o-ring.

**ELECTRICAL:** Alternator housing and all internal parts including bearings, bushings, brushes, rectifier bridge, diodes, field coil and rotor; alternator mounting bracket; voltage regulator; starter motor housing and all internal parts including bushings, brushes, field windings, starter drive and solenoid. Front and rear wiper motor, transmission and linkage; power window motor; window regulators; power seat motor; steering column multifunction switch and individual switches for turn signal, headlamp, dimmer, wiper, washer and speed control; mirror motor switch; brake light switch; neutral safety switch; glove box light switch; courtesy light switch; cooling fan relay; air control solenoid; air regulator valve; I.A.C. motor; electronic ignition module; ignition lock cylinder; electronic instrument panel module; ignition coil; engine distributor including shaft, gear, bushings and modules; throttle position sensor; vehicle speed sensor; M.A.P. sensor; knock sensor and barometric pressure sensor. Cruise control module, servo, cables and switches; instrument cluster including speedometer, odometer, tachometer and all gauges, warning indicators; alarm system or electronic entry systems including remote entry receiver, sender and module; door lock actuators; mirror motor; power window switch; power lock switch; rear window defogger; horn and relay; convertible top motor; sunroof motor; electrical headlamp motor; power trunk/hatch release motor, switch and solenoid; power sliding door motor and switch; engine and suspension electronic control modules including body control module, electronic control unit, powertrain control module, transmission control module; electronic throttle body/control module; crank angle sensor; camshaft position sensor; throttle position motor; fuel pulse dampener; wide open throttle switch; thermo time switch; fuel pump relay; ride height sensor and relay; oxygen (O2) sensor; mass air flow sensor; manifold differential pressure sensor; coolant temperature sensor; windshield washer pump; oil pressure sending unit; temperature sending unit; manually-operated switches.

**HYBRID/ELECTRIC COMPONENTS:** Hybrid high-voltage battery (including protective box); hybrid battery energy control module; hybrid battery cooling system (including battery fans, housing, and air induction vents); hybrid power electronics (inverter and converter); hybrid high-voltage cables (including connection boxes, safety plugs, and pilot line cable system); hybrid electronic control module (ECM); hybrid electric A/C compressor (Touareg hybrid only); hybrid power steering system (including pump and control module); hybrid/electric hydraulic or electric regenerative braking system; electric high-voltage battery; electric power electronics



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(DC-to-DC converter and pulse inverter); electric high-voltage air conditioning; electric high-voltage heating; electric charger for high-voltage battery; electric charging socket for high-voltage battery; electric orange high-voltage cables and connectors; seals and gaskets; motor/generator belt tensioner; drive motor dampener.

**Any part or component not listed above WILL NOT be covered and is specifically excluded by the Gold Coverage Plan, regardless of whether the damage to the non-covered part is caused by a Covered Part.**

## PLATINUM COVERAGE PLAN

Includes coverage for all Covered Parts listed under the Powertrain and Gold Coverage Plans, plus ANY OTHER MECHANICAL BREAKDOWN EXCEPT for those items listed in the sections **"Exclusions from Coverage" (Section 5)** and **"Limits of Liability" (Section 3(E))**. All other terms and conditions of this Agreement remain unchanged.

**If a Covered Part causes damage to a non-covered part or component, the repair or replacement costs associated with the non-covered part or component are covered under the Platinum Plan.**

## APPLICABLE TO POWERTRAIN, GOLD and PLATINUM COVERAGE PLANS:

**DIAGNOSTICS COVERAGE:** We will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a covered repair, not to exceed the labor time listed in a nationally recognized parts and labor guide, such as Mitchell or Alldata. **DIAGNOSTIC/TEARDOWN TIME WILL NOT BE PAID IF THE DIAGNOSIS IDENTIFIES A MECHANICAL BREAKDOWN THAT IS NOT COVERED UNDER THIS AGREEMENT OR FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.**

**FLUID COVERAGE:** We will pay for replacement of necessary fluid, oil, grease, lubricant and approved A/C refrigerant that must be replaced in conjunction with a covered repair. **THIS COVERAGE DOES NOT APPLY TO SHOP SUPPLIES.**

### B. Rental Car Coverage (included with Powertrain, Gold and Platinum coverage plans)

You will be allowed up to thirty-five (\$35) dollars per day for a maximum of ten (10) days for car rental expenses incurred, if required due to a covered Mechanical Breakdown. You are responsible for obtaining the rental car, and rental car expenses incurred must be from a licensed rental car agency or authorized dealer. We will then reimburse You or, if possible, the authorized dealer. **RENTAL CAR REIMBURSEMENT IS NOT PROVIDED FOR SHOP SCHEDULING OR WORK NOT COVERED BY THIS AGREEMENT. YOU MUST RECEIVE PRIOR AUTHORIZATION FOR RENTAL EXPENSES. RENTAL REIMBURSEMENT IS LIMITED TO DOWNTIME REPAIRS AND ENDS ON THE DATE OF REPAIR COMPLETION.**

### C. Emergency Roadside Assistance (included with Powertrain, Gold and Platinum coverage plans)

Emergency Roadside Assistance is available on a "sign & drive" basis up to one hundred (\$100) dollars per occurrence throughout the United States and Canada 24 hours a day, 365 days a year. For prompt service, simply call 1-855-553-5552 for any of these benefits:

- **Towing Assistance** — When towing is necessary, as a result of a Mechanical Breakdown, the Covered Vehicle will be towed to the nearest registered service facility or location of Your choice, up to the benefit limit of one hundred (\$100) dollars per occurrence.
- **Battery Service** — If a battery failure occurs, a jump start will be applied to start the Covered Vehicle.
- **Flat Tire Assistance** — Service consists of the removal of the flat tire and its replacement with the Covered Vehicle's spare tire.
- **Fuel** — Up to three (3) times per calendar year, an emergency supply of up to three (3) gallons of fuel will be delivered at additional cost.

- **Oil, Fluid, and Water Delivery Service** — An emergency supply of oil, fluid or water will be delivered if You are in immediate need. Payment for these fluids is Your responsibility, due upon delivery.
- **Lockout Assistance** — If Your keys are locked inside the Covered Vehicle, assistance will be provided in gaining entry to the Covered Vehicle.

"Sign & drive" means You incur no out-of-pocket expense. Emergency Roadside Assistance benefit limits are available up to a maximum of one hundred (\$100) dollars per incident during the Agreement Term. All service fees exceeding this maximum benefit are Your responsibility. Only service requests provided through the phone number listed below will be honored. Services are not available in areas where state providers are exclusively utilized. For service please call 1-855-553-5552. **When calling for service, please be prepared to provide Your name (as listed on the Registration Page) and the last 7 of the VIN (Vehicle Identification Number) of the Covered Vehicle. The VIN is located on the Registration Page, on Your Auto Insurance card, inside the driver's side door, or on the lower part of the dash board on the driver's side of the Covered Vehicle.**

**Emergency Roadside Assistance Exclusions:** Expenses for mechanical breakdowns caused by collision, fire, electric fire or meltdown, theft, freezing, vandalism, riot, explosion, lightning, earthquake, wind storm, hail, water, flood or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies, whether or not such insurance is in force for the Covered Vehicle.

### D. Trip Interruption Benefit (included with Powertrain, Gold and Platinum coverage plans)

**The Trip Interruption Benefit is not available to residents of New York.**

If the Covered Vehicle suffers a Mechanical Breakdown, and is one hundred (100) miles or more away from Your residence, and the repair is delayed overnight due to the unavailability of required parts, You may qualify for reimbursement up to the one thousand (\$1,000) dollar maximum (two hundred (\$200) dollars per day for up to five (5) days) for emergency travel expenses incurred. You may be reimbursed for one or more of the expenses listed if incurred within three (3) days (seventy-two (72) hours) following the disablement. Reimbursable charges include lodging, meals, and transportation, including airline and car rentals, incurred in the vicinity where the disablement occurred. For reimbursement of expenses, please forward a copy of all paid receipts to SafeRide Motor Club, Inc. at 13901 Midway Road, Suite 102-429, Dallas, TX 75244-4388. This information must be forwarded within sixty (60) days of the disablement. You must provide Your name, a copy of this Agreement, and Your complete address and phone number.

**Trip Interruption Benefit Exclusions:** Expenses for mechanical breakdowns, expenses incurred due to theft of the Covered Vehicle, expenses incurred outside of the 72-hour time limit, meals and lodging not purchased in the vicinity of where the Covered Vehicle is repaired or purchases from a provider not customarily in the business of selling such services, expenses incurred in the name of someone other than You or Your spouse, telephone calls, photocopying fees, and expenses not specifically identified above as covered.

## 5. Exclusions from Coverage

**THIS AGREEMENT WILL NOT PAY OR REIMBURSE YOU FOR:**

- ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ACCIDENTS, ANY ALTERATIONS OR ADDITIONS TO THE COVERED VEHICLE OR THE COVERED PART, USE OF OVERSIZED OR UNDERSIZED TIRES OR WHEELS, ALTERATIONS OR ADDITIONS TO THE COVERED VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER, ANY NON-MANUFACTURER/ NON-FACTORY INSTALLED PARTS, THE FAILURE OF ANY PART NOT COVERED BY THIS AGREEMENT;**
- ANY LOSS, DAMAGE OR EXPENSE ASSOCIATED WITH ANY INSTALLED AFTERMARKET PRODUCTS OR DEVICES NOT APPROVED BY THE COVERED VEHICLE'S MANUFACTURER;**
- ANY MECHANICAL BREAKDOWN CAUSED BY ACCIDENTS, COLLISION, UPSET DAMAGE, FALLING OBJECTS, THEFT, LARCENY,**

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EXPLOSION, LIGHTNING, EARTHQUAKES, FIRE, WINDSTORMS, HAIL, WATER, FLOODS, SUBFREEZING TEMPERATURE, MALICIOUS MISCHIEF, VANDALISM, CIVIL COMMOTION, RIOTS, WARS, TERRORISM, CIVIL UNREST;

- D. THAT PORTION OF THE COST TO REPAIR OR REPLACE A COVERED PART COVERED BY ANY MANUFACTURER WARRANTY, OR ANY OTHER COVERAGE OR OTHER REASON THAT THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR REPAIRER OF THE COVERED VEHICLE WILL REPAIR OR REPLACE THE PART AT ITS EXPENSE OR AT A REDUCED COST;
- E. ANY INVOICE PRESENTED TO US OR ADMINISTRATOR FOR PAYMENT FOR SERVICES NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION;
- F. ANY CLAIM IF THE COVERED VEHICLE'S ODOMETER, SINCE THE AGREEMENT PURCHASE DATE, HAS BEEN ALTERED, DISCONNECTED, IS INOPERABLE, OR ACTUAL MILEAGE CANNOT BE DOCUMENTED, OR REASONABLY BE ESTIMATED;
- G. ANY CLAIM IF THE COVERED VEHICLE IS USED FOR COMPETITIVE DRIVING OR RACING, OR FOR A PROHIBITED COMMERCIAL PURPOSE, UNLESS YOU HAVE SELECTED THE LIGHT DUTY COMMERCIAL USE COVERAGE ON THE REGISTRATION PAGE, AND THE COVERED VEHICLE QUALIFIES FOR SUCH COVERAGE, IN WHICH CASE THE COVERED VEHICLE IS ELIGIBLE FOR THE USES DESCRIBED IN SECTION 3(B)(2), LIGHT DUTY COMMERCIAL USE COVERAGE;
- H. ANY MECHANICAL BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, IMPROPER TOWING, LACK OF MAINTENANCE OF THE FAILED COVERED PART (IF LACK OF MAINTENANCE CAUSED OR CONTRIBUTED TO THE MECHANICAL BREAKDOWN);
- I. ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, CHEMICALS;
- J. THE NEED TO REPAIR OR REPLACE A COVERED PART ARISING OR RESULTING FROM THE USE OF THE COVERED VEHICLE OUTSIDE OF THE UNITED STATES, ITS TERRITORIES OR CANADA;
- K. HAZARDOUS WASTE DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, AND CORRECTION OF RATTLES/ SQUEAKS/WIND NOISE/ ODORS/WATER LEAKS;
- L. ANY CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, FIRE DAMAGE), SECONDARY DAMAGES OR UNREASONABLE COSTS THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A PART;
- M. ANY FAILURE OR DAMAGE TO A COVERED PART CAUSED BY THE FAILURE OF A NON-COVERED PART; LIABILITY FOR DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED VEHICLE WHETHER OR NOT RELATED TO THE COVERED PARTS;
- N. UNDER THE POWERTRAIN AND GOLD COVERAGE PLANS, ANY PART THAT IS NOT SPECIFICALLY LISTED AS COVERED UNDER THE COVERAGE SELECTED;
- O. UNDER THE PLATINUM COVERAGE PLAN, ANY OF THE FOLLOWING PARTS AND/OR SERVICES: FRICTION CLUTCH DISC, PRESSURE PLATE AND CLUTCH RELEASE BEARING, HINGES, GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, LENSES, SEALED BEAMS, BODY PARTS AND/OR PANELS, ALIGNMENT OF BODY PARTS, FLEXIBLE BODY PARTS, STRUCTURAL FRAMEWORK, CONVERTIBLE TOP FRAMEWORK, STRUCTURAL WELDS, REMOVABLE HARDTOP ASSEMBLIES, BUMPERS, TRIM, MOLDINGS, DOOR PANELS, DOOR HANDLES, DOOR LOCK CYLINDERS (OTHER THAN IGNITION LOCK CYLINDERS), TIRES, WHEELS, WHEEL RIMS, WHEEL COVERS, WHEEL BALANCING, WHEEL ALIGNMENT (UNLESS THE WHEEL ALIGNMENT IS REQUIRED FOR THE REPAIR OF A COVERED PART), BATTERIES (EXCEPT FOR HYBRID/ELECTRIC BATTERIES), WIPER BLADES, BRAKE PADS AND ROTORS, LIGHTS, FUSES, BULBS, FILTERS,

LUBRICANTS, OR FLUIDS NOT REPLACED IN CONJUNCTION WITH A COVERED REPAIR, UPHOLSTERY, VINYL AND CONVERTIBLE TOPS, PAINT, BRIGHT METAL, SHEET METAL, FREEZE PLUGS, HEATER AND RADIATOR HOSES, EXHAUST SYSTEM, CATALYTIC CONVERTER;

- P. HYBRID/ELECTRIC VEHICLE EXCLUSIONS: DAMAGE OR MALFUNCTIONS CAUSED BY IMPROPER CHARGING OF THE HIGH-VOLTAGE SYSTEM; DAMAGE OR MALFUNCTIONS CAUSED BY IMPROPER STORAGE OR HANDLING OF THE HIGH-VOLTAGE COVERED VEHICLE, INCLUDING, BUT NOT LIMITED TO PARKING THE COVERED VEHICLE FOR MORE THAN TWENTY-FOUR (24) HOURS WHEN THE AMBIENT TEMPERATURE IS HIGHER THAN ONE HUNDRED EIGHTEEN (118°F) DEGREES FAHRENHEIT; DAMAGE OR MALFUNCTIONS CAUSED BY OPERATION OF THE HIGH-VOLTAGE VEHICLE IN AREAS FLOODED WITH WATER HIGHER THAN THE BOTTOM OF THE COVERED VEHICLE'S BODY.
- Q. ANY HOSES AND BELTS NOT SPECIFICALLY LISTED AS COVERED IN SECTION 4, AGREEMENT COVERAGE.
- R. ANY REPAIRS OF VALVES AND/OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION IF A MECHANICAL BREAKDOWN/FAILURE HAS NOT OCCURRED;
- S. ANY MAINTENANCE ON THE COVERED VEHICLE;
- T. ANY PERSONAL EXPENSES (EXCEPT WHERE NOTED UNDER THE TRIP INTERRUPTION BENEFIT) ARISING BECAUSE THE COVERED VEHICLE IS NOT AVAILABLE FOR YOU TO USE;
- U. DAMAGES CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION);
- V. ANY CLAIM FILED IF YOU ARE IN A DELINQUENT/NON-PAYMENT STATUS PURSUANT TO SECTION 12(C) OF THIS AGREEMENT;
- W. **ANY MECHANICAL BREAKDOWN, LOSS, DAMAGE OR EXPENSE THAT RESULTS FROM A CONDITION EXISTING ON OR PRIOR TO THE AGREEMENT PURCHASE DATE (PRE-EXISTING CONDITION).**

### 6. How to File a Claim

When repairs are required, if possible, return the Covered Vehicle to any Volkswagen dealer. If You cannot return the Covered Vehicle to a Volkswagen dealer, You must call the Administrator at 1-844-611-6488 during normal working hours to receive instructions. If You do not follow Our or the Administrator's instructions, We are not obligated to reimburse You for the cost of any repairs. Authorization must be obtained from the Administrator prior to having the Covered Vehicle repaired. We reserve the right to inspect any vehicle before authorization of any repairs. Please note that hybrid components can only be serviced by a certified Volkswagen Hybrid Specialist. High-voltage components can only be serviced by a certified Volkswagen High-Voltage Specialist. In order to make a claim under this Agreement, You must:

- A. Provide "teardown authorization" when requested by Us or Administrator, so that the Repair Facility can provide an accurate diagnosis and estimate of repairs;
- B. In the event that a Mechanical Breakdown of a Covered Part occurs when the Administrator's office is closed and emergency repairs are necessary, You may follow the claim procedures and commence emergency repairs without securing the Administrator's prior authorization. However, You or the authorized service representative must notify the Administrator of the repairs on the next business day. You must submit written information and documentation concerning the Mechanical Breakdown and repairs no later than thirty (30) days after the Mechanical Breakdown occurs. Reimbursement of emergency repairs will be subject to all terms and conditions of this Agreement and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens;
- C. Submit a claim for reimbursement to the Administrator with all

# Volkswagen Drive Easy Vehicle Service Protection Terms & Conditions

required documents within thirty (30) days of authorization; and

- D. **Retain all replaced parts until Your claim is settled, as You may be required to submit these parts for inspection.**
- E. **Be current on all Individual Installment Payment Amount(s) due at the time that You file a claim. If You are in a delinquent/non-payment status pursuant to Section 12(C), We, in Our sole discretion, reserve the right to deny Your claim.**

## 7. Your Responsibilities

- A. **Have the Covered Vehicle serviced according to the maintenance schedule provided in the Vehicle Manufacturer's Owner's Manual. You must keep original copies of all repair orders, invoices, and receipts from the performed services and maintenance, and, if requested, present the originals to the Administrator; and**
- B. **Use all means to protect the Covered Vehicle from further damage in the event of a Mechanical Breakdown. Without limiting this general rule, specifically, You must stop the Covered Vehicle immediately and have it repaired before driving it further.**

**Failure to comply with the responsibilities listed in this Section 7, Your Responsibilities, and Section 6, How to File a Claim, may result in the denial of Your claim. If You have any questions please contact the Administrator.**

## 8. Transfer

This Agreement is transferable to a subsequent owner or lessee of the Covered Vehicle when paid in full and when a private party purchases the Covered Vehicle directly from the Customer or assumes the Customer's lease agreement, subject to a fifty (\$50) dollar transfer fee. This Agreement is not transferable to a subsequent owner or lessee if a dealership is a party to the resale or lease assumption. To transfer this Agreement, You must submit Your request in writing by providing all of the following documents to Administrator at 860 Johnson Ferry Road NE, Suite 140372, Atlanta, GA 30342 within thirty (30) days of the Covered Vehicle's resale or lease assumption: (i) a completed transfer form (may be obtained by contacting Administrator); (ii) a copy of the Registration Page; (iii) the document demonstrating the sale of the Covered Vehicle to or lease assumption by a private party; and (iv) a check for fifty (\$50) dollars **made payable to VWFS Protection Services Inc.** This Agreement is not transferable to another vehicle or to a dealership via sale or trade-in. This Agreement is not transferable until the Total Agreement Retail Price is paid in full.

## 9. Cancellation

**The provisions listed in Section 9, Cancellation, only apply to the original purchaser of the Agreement.**

### A. Cancellation by You

You may cancel this Agreement at any time. To cancel this Agreement, You must provide the Administrator with written notice of Your request to cancel. A copy of Your Agreement and a current mileage statement must be included with Your written request for cancellation. The effective date of such cancellation is the date such written notice and all required documents are received by Administrator.

### B. How Refunds are Calculated

This Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You within thirty (30) days of the Agreement Purchase Date, if no claim has been paid. If canceled after thirty (30) days, or if a claim was paid during the first thirty (30) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, and less a fifty (\$50) dollar processing fee, unless otherwise required by applicable law (see Section 13, State-Specific Amendments). If this Agreement was provided at no cost, You are not entitled to a refund.

### C. Cancellation by Us

We cannot cancel this Agreement except for material misrepresentation, fraud, a substantial breach of Your contractual duties under this Agreement, or non-payment of the Total Agreement Retail Price, in which case You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation. If We cancel this Agreement, We will return one hundred (100%) percent of the unearned pro-rata Total Agreement Retail Price paid by You, less any claims paid.

## 10. Settlement

**In the states of Arizona, Arkansas, Connecticut, Georgia, Hawaii, Idaho, Illinois, Maine, Maryland, Mississippi, Missouri, Montana, Nebraska, New Jersey, New York, North Dakota, Oklahoma, Oregon, Texas, Vermont, Virginia, Washington, and Wyoming, Our obligations under this Agreement are guaranteed under a service contract reimbursement policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-209-6206. If We fail to pay any valid claim under this Agreement within sixty (60) days after proof of loss has been filed, or We cease to do business or go bankrupt, You may make a direct claim under Our service contract reimbursement insurance policy.**

**In all other states, Our obligations under this Agreement are backed by the full faith and credit of VWFS Protection Services, Inc., and are not guaranteed under a service contract reimbursement insurance policy.**

## 11. Arbitration

You agree that all individual claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Provider/Obligor, Seller, or the insurer listed in Section 10, Settlement, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit your issue to arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

## 12. Installment Payment Plans

**The provisions listed in Section 12, Installment Payment Plans, only apply if You selected the Installment Payment Plan option on the Registration Page.**

- A. If You selected the Installment Payment Plan payment method option on the Registration Page, then You have elected to pay for the Total Agreement Retail Price in (i) an Initial Payment Amount plus (ii) a series of equal monthly installments (each an "Individual Installment Payment Amount") until the Total Agreement Retail Price is paid in full. You are required to pay the Initial Payment Amount (as listed on the Registration Page) on the Agreement Purchase Date in order to purchase this Agreement. The Initial Payment Amount may be a different dollar amount than each Individual Installment Payment Amount.
- B. You authorize Us to process the Initial Payment Amount and the total Number of Individual Installment Payments, using the credit/debit card account You provided, for each Individual Installment Payment Amount, as listed on the Registration Page. This authority will remain in effect until one of the following occurs: (i) the total Number of Individual Installment Payments are paid by You and the Total Agreement Retail Price is paid in full; (ii) We have received a written cancellation request from You pursuant to Sections 9(A) and 9(B); or (iii) We have canceled this Agreement pursuant to Section 9(C).



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You may update Your credit/debit card account information for future Individual Installment Payment Amount(s) at any time by contacting the Administrator at 1-844-611-6488 .

- C. If We attempt to process an Individual Installment Payment Amount and the processing attempt fails, We will send a notification to You via the most recent e-mail address You have provided to Us. This notification e-mail will give You the opportunity to provide additional information and/or a valid credit/debit card account in order for Us to collect the Individual Installment Payment Amount due. This notification e-mail will indicate when we will reattempt to process the Individual Installment Payment Amount due. If the Individual Installment Payment Amount due still does not process after the second processing attempt, You will be notified that You are in a delinquent/non-payment status. Your coverage under this Agreement will be suspended for any claims occurring while You are in a delinquent/non-payment status, and We will not authorize or approve any claims until all outstanding Individual Installment Payment Amount(s) are collected by Us. If We are unable to collect the Individual Installment Payment Amount(s) due, We will initiate cancellation pursuant to Section 9(C), unless you provide Us with a valid credit/debit card account to allow Us to collect any and all Individual Installment Payment Amount(s) outstanding.
- D. Neither We nor Administrator are responsible for any fees charged by Your financial institution which provides Your credit/debit card account, including, but not limited to, overdraft and/or insufficient funds fees.
- E. Neither the Individual Installment Payment Amount nor the Number of Individual Installment Payments may be changed at any time. You are required to pay each Individual Installment Payment Amount as scheduled until You have made the total Number of Individual Installment Payments. Outstanding Individual Installment Payment Amounts may not be assigned or delegated to another party.
- F. This is not a subscription plan or service. Each Individual Installment Payment Amount paid does not provide coverage for a specific period of the Agreement Coverage Term. You must make payments for all Individual Installment Payment Amount(s) due under this Agreement in order to maintain coverage. If You fail to make an Individual Installment Payment Amount, We may suspend coverage under this Agreement and/or cancel this Agreement as described in Section 9(C).

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**ADMINISTRATOR WILL INVESTIGATE AND PROSECUTE ANY SUSPECTED FRAUDULENT CLAIMS TO THE FULLEST EXTENT OF THE LAW. ADMINISTRATOR WILL CANCEL ANY AGREEMENT THAT WAS SECURED BY THE CUSTOMER VIA FRAUDULENT OR MISREPRESENTATIVE STATEMENTS OR ACTIONS.**

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## 13. State-Specific Amendments

### ALABAMA

1. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: The Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You, less any claims paid within thirty (30) days of the Agreement Purchase Date. A ten (10%) percent penalty per month will be applied to any refund for an Agreement canceled during the first thirty (30) days that is not paid or credited within forty-five (45) days of Our receipt of Your written request to cancel the Agreement. After thirty (30) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, and less a twenty-five (\$25) dollar processing fee.

### ALASKA

1. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: The Agreement may be canceled for a full refund of the Total Agreement Retail Price

paid by You within thirty (30) days of the Agreement Purchase Date. After thirty (30) days, or if a claim was made during the first thirty (30) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, less a processing fee in the amount of fifty (\$50) dollars or seven and a half (7.5%) percent of the unearned Total Agreement Retail Price, whichever is less. A penalty in the amount of ten (10%) percent of the Total Agreement Retail Price per month will be applied to any refund for a canceled Agreement that is not paid or credited within forty-five (45) days of Our receipt of Your written request to cancel the Agreement.

2. Section 9(C), Cancellation — Cancellation by Us, is replaced in its entirety by the following: We cannot cancel the Agreement except for material misrepresentation or fraud at the time of sale, or non-payment of the Total Agreement Retail Price. If We cancel the Agreement We will return one hundred (100%) percent of the unearned pro-rata Total Agreement Retail Price paid by You, less claims paid. A penalty in the amount of ten (10%) percent of the Total Agreement Retail Price per month will be applied to any refund for a canceled Agreement that is not paid or credited within forty-five (45) days of Our receipt of Your written request to cancel the Agreement. If We cancel the Agreement, You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation.
3. Section 2, Definitions — Prohibited Commercial Purpose, is amended to include the following wording: Snowplowing is not excluded so long as the Covered Vehicle is properly equipped for such use and is only being used as such for personal (non-commercial) use.

### ARIZONA

1. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: The Agreement may be canceled within thirty (30) days of the Agreement Purchase Date for a full refund of the Total Agreement Retail Price paid by You, less any claims paid. After thirty (30) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, and less a cancellation fee in the amount of (i) ten (10%) percent of the gross amount You paid for this Agreement or (ii) fifty (\$50) dollars, whichever fee is less.
2. Section 9(C), Cancellation — Cancellation by Us, is amended to include the following language: We may only void the Agreement or deny claims for misuse, fraud, or misrepresentation if those acts are committed by You or Your authorized representative.
3. Section 11, Arbitration, is amended to add the following: Arizona Service Contract Holders may file with the Director of the Arizona Department of Insurance for relief of any complaint under the provisions of A.R.S. §§ 20-1095.04 AND/OR 20-1095.09.
4. The Agreement will not be canceled or voided by the Provider or its representatives for Pre-Existing Conditions.
5. This Agreement will not cover any Mechanical Breakdown, loss, damage, or expense that results from a condition existing on or prior to the Agreement Purchase Date (Pre-Existing Condition), unless the Obligor/Provider or the Dealer knew or reasonably should have known about such Pre-Existing Condition.

### CONNECTICUT

1. If You are unable to resolve any disputes arising under this Agreement, You may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at PO Box 816, Hartford, CT 06142-0816. You are entitled to utilize the Insurance Commissioner's arbitration process to settle any disputes arising under this Agreement.



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2. If the Agreement Coverage Term is less than one (1) year, the Agreement Coverage Term will be automatically extended while any covered repairs are being performed and the Covered Vehicle is in the custody of a Repair Facility.
3. Section 9, Cancellation, is amended to include the following: You may cancel this Agreement if the Covered Vehicle is returned, sold, lost, stolen or destroyed.
4. Section 11, Arbitration, is amended by the following: The State of Connecticut has established an arbitration process to settle disputes between You and Us arising from extended warranty contracts. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product, and a copy of the Agreement.
5. Section 10, Settlement, is amended to include the following: To make a direct claim under Our service contract reimbursement insurance policy, You may contact Virginia Surety Company, Inc. by mail at 175 West Jackson Blvd., Chicago, Illinois 60604 or by phone at 1-800-209-6206.
6. In house service is not provided for under this Agreement.

## FLORIDA

1. The Obligor of this Agreement is VWFS Protection Services FL, Inc., 2200 Ferdinand Porsche Drive, Herndon, VA 20171, Florida License Number 29864. Safe-Guard Warranty Corporation's (Administrator) Florida License Number is 60126, located at Two Concourse Parkway, Suite 500, Atlanta, GA 30328.
2. Sections 9(B) and 9(C), Cancellation — How Refunds are Calculated and Cancellation — Cancellation by Us, are replaced in their entirety by the following: The Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You, less any claims paid, within sixty (60) days of the Agreement Purchase Date. After sixty (60) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, less a processing fee in the amount of the lesser of (a) ten (10%) percent of the pro-rata refund amount of (b) fifty (\$50) dollars. We may cancel the Agreement: (1) If there has been a material misrepresentation or fraud; or (2) If You have failed to maintain the Vehicle as prescribed by the manufacturer; or (3) If the odometer has been tampered with or disabled and You have filed to repair the odometer; or (4) For non-payment of the Total Agreement Retail Price by You. If We cancel the Agreement, We will return one hundred (100%) percent of the unearned pro-rata Total Agreement Retail Price paid by You based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid. If We cancel the Agreement, You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation.
3. Section 6, How to File a Claim, is amended by the following: Submit a claim for reimbursement to Us along with all required documents within ninety (90) days from the date the damage occurs.
4. Section 11, Arbitration, is replaced in its entirety by the following: The parties may agree that all individual, claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Obligor, the Seller, or the Insurance Company listed in the Settlement section, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator

with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. The Arbitrator's decision is non-binding unless the parties agree otherwise. The parties will share the cost of arbitration equally, unless the Arbitrator directs otherwise.

5. The rate charged for this service agreement is not subject to regulation by the Department of Financial Services — Office of Insurance Regulation.
6. Section 8, Transfer, is deleted in its entirety and replaced with the following: This Agreement is transferable to a subsequent owner or lessee of the Covered Vehicle when a private party purchases the Covered Vehicle directly from the Customer or assumes the Customer's lease agreement, subject to a forty (\$40) dollar transfer fee. This Agreement is not transferable to a subsequent owner or lessee if a dealership is a party to the resale or lease assumption. To transfer this Agreement, You must submit Your request in writing by providing all of the following documents to Administrator at 860 Johnson Ferry Road NE, Suite 140372, Atlanta, GA 30342 within thirty (30) days of the Covered Vehicle's resale or lease assumption: (i) a completed transfer form (may be obtained by contacting Administrator); (ii) a copy of the Registration Page; (iii) the document demonstrating the sale of the Covered Vehicle to or lease assumption by a private party; and (iv) a check for forty (\$40) dollars **made payable to VWFS Protection Services Inc.** This Agreement is not transferable to another vehicle or to a dealership via sale or trade-in.

## GEORGIA

1. Section 5, Exclusions from Coverage, is amended to include:
  - a. Items A and B are amended to include the text **"MADE BY YOU OR WITH YOUR KNOWLEDGE."**
  - b. Item F is amended to include the text **"KNOWN TO YOU."**
  - c. Item I — any reference to **"SLUDGE"** within this item is deleted in its entirety.
  - d. Item X is amended to include the text **"KNOWN TO YOU."**
2. Section 11, Arbitration, is deleted in its entirety.
3. Sections 9(B) and 9(C), Cancellation — How Refunds are Calculated and Cancellation — Cancellation by Us, are replaced in their entirety by the following: The Agreement may be canceled at any time. If You cancel the Agreement within the first thirty (30) days from the Agreement Purchase Date, You will receive a refund in the amount of one hundred (100%) percent of the Total Agreement Retail Price paid by You, if no claim has been paid. After thirty (30) days from the Agreement Purchase Date, or if a claim was paid during the first (30) days from the Agreement Purchase Date, You will receive a pro-rata refund of the Total Agreement Retail Price paid by You based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less a fee in the amount of fifty (\$50) dollars or ten (10%) percent of the unearned pro-rata Total Agreement Retail Price, whichever fee is less. We cannot cancel the Agreement except for material misrepresentation or fraud at the time of sale, or non-payment of the Total Agreement Retail Price. If We cancel the Agreement, We will return one hundred (100%) percent of the unearned pro-rata Total Agreement Retail Price paid by You. If We cancel the Agreement, You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation.

## HAWAII

1. The following wording is added:

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Hawaii Revised Statutes requires an automobile dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor vehicles as follows:

Used Units with less than 25,000 miles at the time of sale: Provides coverage for 90 days or 5,000 miles, whichever occurs first.

Used Units with 25,001 — 50,000 miles at the time of sale: Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used Units with 50,001 — 75,000 miles at the time of sale: Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The Covered Vehicle may be covered by this law. If so, the following is added to the 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 the Agreement. The required Dealer Warranty is provided free of charge. Furthermore, the terms, coverage plan and exclusions stated in the Agreement apply only to the Agreement and are not the terms of the required Dealer Warranty.

- Section 9(B), Cancellation — How Refunds are Calculated, is amended to include the following: A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.

## IDAHO

- Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.

## ILLINOIS

- Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: The Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You within thirty (30) days of the Agreement Purchase Date. After thirty (30) days, or if a claim was made during the first thirty (30) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, and less a processing fee of fifty (\$50) dollars or ten (10%) percent of the Total Agreement Retail Price, whichever is less.

## INDIANA

- Your proof of payment to the Seller, Administrator, or Provider constitutes proof of payment to the Insurance Company listed in Section 10, Settlement, of this Agreement.
- Section 11, Arbitration, is replaced in its entirety by the following: The parties may agree that all individual claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Obligor, or the Seller, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. The Arbitrator's decision is non-binding unless the parties agree otherwise. The parties will share the cost of arbitration equally, unless the Arbitrator directs otherwise. Arbitrations will take place under the laws of the state of Indiana and will be held in the Purchaser's county or any other

county in Indiana agreed upon by both parties.

- This service contract is not insurance and is not subject to Indiana insurance law.

## IOWA

- If You have questions regarding Your Agreement, You may contact the Iowa Securities and Regulated Industries Bureau, Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315.
- Section 9(B), Cancellation — How Refunds are Calculated, is deleted in its entirety and replaced with the following: This Agreement may be canceled for a full refund of the Total Agreement Retail Price within thirty (30) days of the Agreement Purchase Date, if no claim has been paid. If canceled after thirty (30) days, or if a claim was paid during the first thirty (30) days, a pro-rata refund will be calculated based upon the greater of time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the Total Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. If this Agreement was provided at no cost, You are not entitled to a refund. If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, a ten (10%) percent penalty per month will be applied to any refund not paid or credited to You within thirty (30) days of Our receipt of Your written request to cancel the Agreement. In the event You are unable to obtain Your cancellation refund from Us, You may contact the Insurance Company listed in Section 10, Settlement. If You cancel this Agreement, We will mail a written notice to You within fifteen (15) days of the effective date of termination.
- Section 9(C), Cancellation — Cancellation by Us, is amended to include the following: If We cancel the Agreement for any reason other than non-payment of the Total Agreement Retail Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Vehicle or its use, We will provide You with at least fifteen (15) days' prior written notice of the cancellation. The written notice will include the reason for the cancellation and the effective date of the cancellation.
- Used parts will not be used to replace Covered Parts without prior written authorization from You. Rebuilt parts will not be used to replace Covered Parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.
- This Agreement is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537.

## KENTUCKY

- Section 4, Agreement Coverage — Emergency Roadside Assistance, is amended as follows: Emergency Roadside Assistance is only available for Mechanical Breakdowns due to defect in material or workmanship.

## LOUISIANA

- This Agreement is not regulated by the Department of Insurance. Any concerns or complaints regarding this Agreement may be directed to the attorney general.
- Section 9(B), Cancellation — How Refunds are Calculated, is amended to include the following: A ten (10%) percent penalty per month will be applied to any refund not paid or credited to You within forty-five (45) days of Our receipt of Your written request to cancel the Agreement.

## MAINE

- Sections 9(B) and 9(C), Cancellation — How Refunds are Calculated and Cancellation — Cancellation by Us, are replaced in their entirety by the following: The Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You within thirty (30) days of the Agreement Purchase Date provided that no claims were made during the first thirty (30) days. The right to cancel the Agreement during the first thirty (30) days is not transferable and only applies to the Customer listed on the

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Registration Page. A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement during the first thirty (30) days. An Agreement canceled by the Customer during the first thirty (30) days under which a claim was made during the first thirty (30) days, or an Agreement canceled by the Customer after the first thirty (30) days are both eligible for a pro-rata refund of the Total Agreement Retail Price paid by You calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the Total Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. We cannot cancel the Agreement except for material misrepresentation or fraud at the time of sale or in presenting a claim for service, lack of proper maintenance, non-payment of the Total Agreement Retail Price, or the discovery of an act or omission by You or Your violation of any condition of the Agreement or a material change in the nature or extent of the required service or repair which occurred after the Agreement Purchase Date that substantially or materially increases the service required under the Agreement. If We cancel the Agreement, We will return one hundred (100%) percent of the unearned pro-rata Total Agreement Retail Price paid by You, less claims paid. If We cancel the Agreement, You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation.

2. Section 11, Arbitration, is amended as follows: Any arbitration related to this Agreement shall take place in Maine.

## MARYLAND

1. Section 9(B), Cancellation — How Refunds are Calculated, is amended to include the following: A ten (10%) percent penalty per month will be added to a refund that is not paid within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.
2. Section 3(A), Agreement Coverage Term, is amended to include the following: This Agreement does not terminate, and the Agreement Coverage Term is extended until the services provided in accordance with the terms and conditions are performed.
3. Section 10, Settlement, is amended to include the following: For purposes of this paragraph, claim includes any refund or consideration due.

## MICHIGAN

1. The following wording is added to this Agreement: If the performance of this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.

## MINNESOTA

1. Section 9(B), Cancellation — How Refunds are Calculated, is amended to include the following: A ten (10%) percent penalty per month will be added to a refund that is not paid within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.
2. The following wording is added to this Agreement:  
The Agreement does not provide coverage when the responsibility for repair is covered by the Warranty provided by the dealer. The dealer is required by Minnesota Statute 325F.662 to provide an express Dealer Warranty for used vehicles with less than seventy-five thousand (75,000) miles at the time of sale. The required Dealer Warranty covers vehicles with less than thirty-six thousand (36,000) miles for sixty (60) days or two thousand five hundred (2,500) miles, whichever comes first. The required Dealer Warranty covers Vehicles with less than seventy-five thousand (75,000) miles, but more than thirty-six thousand (36,000) miles, for thirty (30) days or one thousand (1,000) miles, whichever comes first.

Some limitations and exclusions apply. This Agreement merely contains a general summary of the required Dealer Warranty. For details, You should refer to Minnesota Statute 325F.662.

## MISSISSIPPI

1. Section 11, Arbitration, is deleted in its entirety.
2. Section 9(B), Cancellation - How Refunds are Calculated, is replaced in its entirety by the following: This Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You within thirty (30) days of the Agreement Purchase Date, if no claim has been paid. If canceled after thirty (30) days, or if a claim was paid during the first thirty (30) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, and less a fee in the amount of fifty (\$50) dollars or ten (10%) percent of the Total Agreement Retail Price, whichever is less. A ten (10%) percent penalty per month will be added to any refund that is not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement. If this Agreement was provided at no cost, You are not entitled to a refund.
3. Section 9(C), Cancellation by Us, is replaced in its entirety by the following: We cannot cancel this Agreement except for material misrepresentation, a substantial breach of Your contractual duties under this Agreement, or nonpayment of the Total Agreement Retail Price. If We cancel this Agreement, We will return one hundred (100%) percent of the unearned pro-rata Total Agreement Retail Price paid by You, less any claims paid. If We cancel the Agreement, You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation.

## MISSOURI

1. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: This Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You within thirty (30) days of the Agreement Purchase Date, less any claims paid. After thirty (30) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, less a fifty (\$50) dollar processing fee. If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, a ten (10%) percent penalty per month will be added to a refund that is not paid within forty-five (45) days after Our receipt of Your written request to cancel the Agreement. If You cancel this Agreement, We will mail a written notice to You within forty-five (45) days of the effective date of termination.
2. Section 11, Arbitration, is replaced in its entirety by the following: Arbitration is not mandatory for disputes which may arise from this Agreement, but may be chosen voluntarily by the parties to this Agreement.

## NEBRASKA

1. The issuer of the motor vehicle service contract reimbursement insurance policy is not a domestic entity and the Department of Insurance can give no assurance that the issuer has adequate reserves to cover potential losses.
2. Section 11, Arbitration, is deleted in its entirety.
3. Section 3(E), Limits of Liability, is replaced in its entirety by the following: For any one repair visit, all benefits paid or payable shall not exceed the actual cash value of the Covered Vehicle as determined by the NADA Official Used Car Guide at the instant prior to the most recent loss. The aggregate total of all benefits paid or payable during the Agreement Coverage Term shall not exceed the price You paid for the Covered Vehicle. The payment or reimbursement for repair or replacement of Covered Parts and



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the benefits stated under RENTAL CAR COVERAGE, EMERGENCY ROADSIDE ASSISTANCE, and TRIP INTERRUPTION BENEFIT are the only remedies available to You. We assume no other obligation or responsibility with regard to the Covered Vehicle. We neither assume, nor authorize anyone to assume for Us, any additional liability.

## NEVADA

1. Section 9(B), Cancellation — How Refunds are Calculated, is deleted in its entirety and replaced with the following: This Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You within thirty (30) days of the Agreement Purchase Date, if no claim has been paid. If canceled after thirty (30) days, or if a claim was paid during the first thirty (30) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less a twenty-five (\$25) dollar cancellation fee. Under no circumstances will any claims paid or covered services provided under this Agreement be deducted from the refund amount. If this Agreement was provided at no cost, You are not entitled to a refund. If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, a ten (10%) percent penalty of the Total Agreement Retail Price per thirty (30) day period will be applied to any refund not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.
2. Section 9(C), Cancellation — Cancellation by Us, is deleted in its entirety and replaced with the following: We may only cancel this Agreement for Your failure to pay an amount when due, Your conviction of a crime which results in an increase in the service required under the Agreement, Your fraud or material misrepresentation in obtaining the Agreement or in presenting a claim for service thereunder, or the discovery of an act or omission by You or Your violation of any condition of the Agreement, or a material change in the nature or extent of the required service or repair which occurred after the Agreement Purchase Date that substantially or materially increases the service required under the Agreement. If We cancel this Agreement, We will return one hundred (100%) percent of the unearned pro-rata Total Agreement Retail Price paid by You, and You will not be charged a cancellation fee. If We cancel the Agreement, You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation.
3. Section 5, Exclusions From Coverage, A. is amended to include: **ONLY LOSS, DAMAGE, OR EXPENSE CAUSED BY ALTERATIONS OR ADDITIONS NOT AUTHORIZED BY ITS MANUFACTURER WILL NOT BE COVERED. HOWEVER, COVERAGE WILL CONTINUE WITH RESPECT TO MECHANICAL BREAKDOWNS UNRELATED TO SUCH ALTERATIONS OR ADDITIONS UNLESS OTHERWISE EXCLUDED BY THE TERMS OF THIS CONTRACT.**
4. This Agreement is not renewable and expires in accordance with the selected Agreement Coverage Term in months or miles, whichever occurs first.
5. Section 11, Arbitration, is amended to include the following: The laws of the state of Nevada shall govern all matters arising out of or relating to the Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.
6. If You are not satisfied with the manner in which Your claim is being handled under this Agreement, You may contact the Commissioner by using the following toll-free number of the Division: 888-872-3234.
7. Section 8, Transfer, is amended by the following: Any reference to a fifty (\$50) dollar transfer fee is deleted in its entirety and replaced with a twenty-five (\$25) dollar transfer fee.

## NEW HAMPSHIRE

1. In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261 or 1-800-852-3416.
2. Section 11, Arbitration, is subject to the state rules governing the arbitration of disputes as set forth in RSA 542.

## NEW JERSEY

1. Section 9(B), Cancellation — How Refunds are Calculated, is amended to include the following: A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.

## NEW MEXICO

1. Section 9(B), Cancellation — How Refunds are Calculated, is deleted in its entirety and replaced with the following: This Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You within thirty (30) days of the Agreement Purchase Date, if no claim has been paid. If canceled after thirty (30) days, or if a claim was paid during the first thirty (30) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, and less a fee in the amount of (i) ten (10%) percent of the Total Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. If this Agreement was provided at no cost, You are not entitled to a refund. If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, a ten (10%) percent penalty per thirty (30) day period will be applied to any refund not paid or credited within sixty (60) days after Our receipt of Your written request to cancel the Agreement.
2. Section 9(C), Cancellation — Cancellation by Us, is replaced in its entirety by the following: After seventy (70) days, We may only cancel this Agreement for Your failure to pay an amount when due, Your conviction of a crime which results in an increase in the service required under the Agreement, Your fraud or material misrepresentation in obtaining the Agreement or in presenting a claim for service thereunder, or the discovery of an act or omission by You or Your violation of any condition of the Agreement or a material change in the nature or extent of the required service or repair which occurred after the Agreement Purchase Date that substantially or materially increases the service required under the Agreement. If We cancel this Agreement, We will return one hundred (100%) percent of the unearned pro-rata Total Agreement Retail Price paid by You, less any claims paid. If We cancel the Agreement, You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation.
3. This Agreement is non-renewable.
4. Final contract price to be determined prior to presentation to consumer for signature. See NMSA 1978 Section 59A-58-10.
5. Section 10, Settlement, is amended to include the following: 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

1. The following wording is added to this Agreement:  
Section 11(C) of New York General Business Law requires an automobile dealer, unless otherwise excepted, to provide a Warranty covering certain classes of used motor vehicles as follows:  
Used Units with 36,000 miles or less at the time of sale: provides coverage for 90 days or 4,000 miles, whichever occurs first.  
Used Units with 36,001 miles — 80,000 miles at the time of sale: provides coverage for 60 days or 3,000 miles, whichever occurs first.

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Used Units with 80,001 miles — 100,000 miles at the time of sale: provides coverage for 30 days or 1,000 miles, whichever occurs first.

2. The Trip Interruption Benefit referenced in Section 4(D) is unavailable to New York residents and is deleted in its entirety.
3. Section 9(B), Cancellation — How Refunds are Calculated, is amended to include the following: A ten (10%) percent penalty per month shall be added to a refund that is not made within thirty (30) days of Our receipt of Your written request to cancel the Agreement.

## NORTH CAROLINA

1. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: This Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You within thirty (30) days of the Agreement Purchase Date, if no claim has been paid. If canceled after thirty (30) days from the Agreement Purchase Date, or if a claim was paid during the first thirty (30) days from the Agreement Purchase Date, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, and less a processing fee in the amount of ten (10%) percent of the amount of the pro-rata refund or fifty (\$50) dollars, whichever is less.

## OHIO

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

## OKLAHOMA

1. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.
2. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: The Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You within thirty (30) days of the Agreement Purchase Date if no claims have been authorized or paid. After thirty (30) days, or if a claim was authorized or paid within the first thirty (30) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, less a processing fee in the amount of ten (10%) percent of the pro-rata refund amount or fifty (\$50) dollars, whichever is less.
3. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts.

## OREGON

1. Section 11, Arbitration, is replaced in its entirety by the following: The parties may agree that all individual claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, and whether Your dispute is with Obligor, the Seller or the Insurance Company listed in the Section 10, Settlement, will be settled by impartial arbitration in accordance with the Oregon Uniform Arbitration Act. To initiate arbitration, You must notify Us in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Us with at least three (3) proposed arbitrators. We have the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If We demonstrate that none of the three (3) proposed arbitrators are neutral, the Arbitrator will be appointed in accordance with O.R.S. § 36.645. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. The Arbitrator's decision is non-binding unless the parties agree otherwise. The parties will share the cost of arbitration equally, unless the Arbitrator directs otherwise. Arbitrations will take place under the laws of the state of Oregon and will be held in Your

county of residence, or any other county in Oregon agreed to by You and Us.

2. Roadside assistance benefits or services are conducted by SafeRide Motor Club, Inc.; however, VWFS Protection Services, Inc. is ultimately responsible for providing these benefits. Any failure to provide such benefits by SafeRide Motor Club, Inc. or VWFS Protection Services, Inc. as specified in this Agreement will be covered by VWFS Protection Services, Inc.'s reimbursement insurance policy.

## SOUTH CAROLINA

1. Section 9(B), Cancellation — How Refunds are Calculated, is amended to include the following: If You cancel the Agreement within thirty (30) days of the Agreement Purchase Date, a ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.
2. If You have questions, concerns or complaints regarding the Agreement, You may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201 or at 1-800-768-3467.

## TEXAS

1. Safe-Guard Products International, LLC's Texas Administrator License Number is 203.
2. Section 9(B), Cancellation — How Refunds are Calculated, is deleted in its entirety and replaced with the following: This Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You within thirty (30) days of the Agreement Purchase Date, less any claims paid. If canceled after thirty (30) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, and less a fifty (\$50) dollar processing fee. If this Agreement was provided at no cost, You are not entitled to a refund. A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement. If Your cancellation refund is not paid within forty-five (45) days after Our receipt of Your written cancellation notice, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-209-6206.
3. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number 512-463-6599 or 1-800-803-9202.

## UTAH

1. Coverage afforded under this service agreement is not guaranteed by the Property and Casualty Guaranty Association.
2. Section 6, How to File a Claim, is amended to include the following: Your failure to contact the Administrator within the specified time frame will not invalidate Your claim if You can demonstrate that it was not reasonably possible to give notice or file Your claim within the prescribed time frame and that Your notice was given as soon as reasonably possible. Emergency Repairs are not limited to those required because the Covered Vehicle is inoperable or unsafe to drive.
3. Section 11, Arbitration, is replaced in its entirety by the following: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association, a copy of which is available on request from the Administrator. Any decision reached by arbitration shall be binding upon both You and Us. The Arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. Nothing in this section shall preclude You

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from bringing an action arising under this Agreement in a small claims court having proper jurisdiction.

4. Sections 9(B) and 9(C), Cancellation — How Refunds are Calculated and Cancellation — Cancellation by Us, are replaced in their entirety by the following: The Total Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You, less any claims paid, within sixty (60) days of the Agreement Purchase Date. After sixty (60) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, and less a processing fee in the amount of fifty (\$50) dollars. We cannot cancel the Agreement except for material misrepresentation or fraud at the time of sale, a substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the Agreement, substantial breaches in contractual duties, conditions or warranties, or non-payment of the Total Agreement Retail Price. If We cancel the Agreement, We will return one hundred (100%) percent of the unearned pro-rata Total Agreement Retail Price paid by You, less any claims paid. If We cancel the Agreement, You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation.
5. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

## VERMONT

1. Residents of Vermont are not required to abide by Section 11, Arbitration, but may voluntarily choose to participate in the arbitration process.

## VIRGINIA

1. If any promise made in this Agreement 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 <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

## WASHINGTON

1. The following notice is added:  
**IMPLIED WARRANTY OF MERCHANTABILITY:** The Implied Warranty of Merchantability on the Covered Vehicle is not waived if the Agreement has been purchased within ninety (90) days of the purchase date of the Covered Vehicle from the dealer who also sold the Vehicle.
2. Section 11, Arbitration, is replaced in its entirety by the following: You agree that all individual claims arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, are subject, at Your, the Seller's, or Our election, to neutral binding arbitration by the American Arbitration Association ("AAA") under the applicable AAA rules then in effect as modified by this Arbitration Provision. This includes, but is not limited to, claims asserted by You against the Seller, Us, Our affiliates, and/or their (and their affiliates') employees, officers, successors, or assigns. Any arbitration hereunder shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration unless otherwise modified by state law and will be held at a location in close proximity to Your permanent residence. The Arbitrator shall follow applicable statutes of limitations, shall honor claims of privilege recognized at law, and, if timely requested by either party, shall provide a brief written explanation of the award's basis. Each party shall be responsible for its own attorney, expert, or other fees unless applicable law provides otherwise. In the event of a conflict between this Arbitration Provision and any other applicable arbitration provision, the other provision's

terms shall apply. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the other provisions of the Agreement. This Arbitration Provision shall not apply to any individual claim brought by You in small claims court, unless such claim is transferred, removed or appealed to a different court. The decision reached in arbitration will be binding. This Arbitration Provision will survive any termination, payoff, or transfer of this Agreement. Information regarding AAA and its procedures for filing a claim can be found at [www.adr.org](http://www.adr.org). The State of Washington shall be the jurisdiction for any civil action in connection with this Agreement.

3. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: This Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You within thirty (30) days of the Agreement Purchase Date, if no claims have been incurred. After thirty (30) days, or if a claim was incurred during the first thirty (30) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less a processing fee in the amount of twenty-five (\$25) dollars. A ten (10%) percent penalty per month will be added to any refund that is not paid within thirty (30) days of Our receipt of Your written cancellation request.
4. Section 9(C), Cancellation — Cancellation by Us, is replaced in its entirety by the following: We may cancel this Agreement within sixty (60) days of the Agreement Purchase Date for material misrepresentation or fraud, lack of proper maintenance, or non-payment of the Total Agreement Retail Price. If We cancel the Agreement, We will return one hundred (100%) percent of the unearned pro-rata Total Agreement Retail Price paid by You, less any claims paid. If We cancel the Agreement, You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation. After sixty (60) days from the Agreement Purchase Date, We cannot cancel this Agreement for any reason.
5. Section 10, Settlement, is replaced in its entirety by the following: Our obligations under this Agreement are guaranteed under Warranty Reimbursement Policy #7075 issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-209-6206. You may file a claim or cancellation request directly with Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-209-6206.

## WASHINGTON D.C.

1. Section 9(B), How Refunds are Calculated, is replaced in its entirety by the following: This Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You within thirty (30) days of the Agreement Purchase Date, if no claim has been paid. If canceled after thirty (30) days, or if a claim was paid during the first thirty (30) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the Total Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. If this Agreement was provided at no cost, You are not entitled to a refund. A ten (10%) percent penalty per month will be applied to any refund that is not paid or credited within forty-five (45) days after Your return of this Agreement to Us.
2. Section 9(C), Cancellation by Us, is replaced in its entirety by the following: We cannot cancel this Agreement except for material misrepresentation, fraud, a substantial breach of Your contractual duties under this Agreement, or non-payment of the Total Agreement Retail Price. If We cancel this Agreement, We will return one hundred (100%) percent of the unearned pro-rata Total Agreement Retail Price paid by You, less any claims



# Volkswagen Drive Easy Vehicle Service Protection Terms & Conditions

paid. If We cancel the Agreement, You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation.

## WISCONSIN

1. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**
2. Section 6, How to File a Claim, is amended to include the following: You must submit a claim for reimbursement to Us for an emergency repair along with all required documents within one (1) year of authorization or commencement of the emergency repair.
3. Section 11, Arbitration, is deleted in its entirety.
4. Sections 9(B) and 9(C), Cancellation — How Refunds are Calculated and Cancellation — Cancellation by Us are replaced in their entirety by the following: The Agreement may be canceled for a full refund of the Total Agreement Retail Price paid by You within thirty (30) days of the Agreement Purchase Date provided that no claims were made during the first thirty (30) days. The right to cancel the Agreement during the first thirty (30) days is not transferable and only applies to the Customer listed on the Registration Page. A ten (10%) percent monthly penalty will be applied to any refund not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement during the first thirty (30) days. An Agreement canceled by the Customer during the first thirty (30) days under which a claim was made during the first thirty (30) days, or an Agreement canceled by the Customer after the first thirty (30) days are both eligible for a pro-rata refund of the Total Agreement Retail Price paid by You calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, less a processing fee in the amount of (i) ten (10%) percent of the Total Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. In the event of total loss of the Covered Vehicle, You may cancel this Agreement, in which case Your refund of the Total Agreement Retail Price paid by You will be calculated pro-rata based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid. We cannot cancel the Agreement except for a material misrepresentation made by You, non-payment of the Total Agreement Retail Price, or a substantial breach of duties by You relating to the Covered Vehicle or its use. If We cancel the Agreement, We will return one hundred (100%) percent of the unearned pro-rata Total Agreement Retail Price paid by You, less claims paid. If We cancel the Agreement, You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation.
5. Section 10, Settlement, is replaced in its entirety by the following: Obligations of the Provider under this Agreement are insured under a service contract reimbursement insurance policy issued by Virginia Surety Company, Inc. 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-209-6206. In the event We do not provide, or reimburse or pay for, a service that is covered under the Agreement within sixty (60) days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with Virginia Surety Company, Inc.
6. Section 3(G)(4) is deleted in its entirety.

## WYOMING

1. Sections 9(B) and 9(C) Cancellation — How Refunds are Calculated and Cancellation — Cancellation by Us, are replaced in their entirety by the following: The Agreement may be canceled

for a full refund of the Total Agreement Retail Price paid by You, less any claims paid within thirty (30) days of the Agreement Purchase Date. After thirty (30) days, a pro-rata refund of the Total Agreement Retail Price paid by You will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, and less a fifty (\$50) dollar processing fee. A ten (10%) percent penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement. We cannot cancel the Agreement except for material misrepresentation or fraud at the time of sale, lack of proper maintenance, or non-payment of the Total Agreement Retail Price. If We cancel the Agreement, We will return one hundred (100%) percent of the unearned pro-rata Total Agreement Retail Price paid by You, less any claims paid. If We cancel the Agreement, You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation.

2. Section 11, Arbitration, is replaced in its entirety by the following: At the time of any disagreement between the Customer and the service contract Provider, in a separate written agreement, the parties may voluntarily agree to submit their matters of difference to arbitration in accordance with the Wyoming Uniform Arbitration Act, and that the results of arbitration are binding on the parties without the right of appeal.