

Agreement #

Monthly Vehicle Service Agreement  
For New & Pre-Owned Vehicles  
**INFORMATION SCHEDULE**

**VEHICLE**

Year, Make, Model, VIN

Current Mileage

Vehicle Code

**CUSTOMER**

Name

Address, City, State, ZIP

Phone Cell

Home

Email

**PRODUCER**

Name

Producer Number

Address, City, State, ZIP

Phone

Producer Representative

**MONTHLY VEHICLE SERVICE AGREEMENT INFORMATION**

Coverage Plan

Purchase Date

Deductible

Effective Date

Service Agreement Term

Monthly Payment

Your Monthly Payment is due on the \_\_\_\_\_ of each month.

Provided the Monthly Payment is received within 15 days of the due date each month, this Monthly Vehicle Service Agreement will continue for the original Customer and Vehicle shown above up to a maximum of 36 months from the Effective Date, unless canceled in writing by You or Us.

Notice to Customer:

- Coverage under section III. Additional Benefits begins on the Purchase Date shown above.
- Coverage under section II. What This Service Agreement Covers begins on the first Effective Date or when 500 miles from the Current Mileage are registered on Your Vehicle's odometer, whichever occurs later.
- The purchase of this Monthly Vehicle Service Agreement is not required to obtain financing or to purchase or lease this Vehicle.
- You are required to obtain authorization prior to beginning any repairs covered by this Monthly Vehicle Service Agreement. Refer to section V. What To Do If Repairs Are Needed and section VI. Your Responsibilities for instructions.
- You must follow the maintenance procedures listed in section VI. Your Responsibilities. If Your failure to follow the procedures causes a Breakdown, You may be denied coverage.
- The benefits provided under automotive retailer Warranties required by state law are not covered by this Monthly Vehicle Service Agreement.
- This Monthly Vehicle Service Agreement runs concurrent with, and is secondary to, any applicable manufacturer's Warranty.
- If the manufacturer's Warranty is void at the Purchase Date or becomes void during the Service Agreement Term, We will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's Warranty, until the full term of the manufacturer's Warranty elapses. However, We will continue to provide any other coverage under this Monthly Vehicle Service Agreement, unless such coverage is otherwise excluded by the terms of this Monthly Vehicle Service Agreement.

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

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Co-Buyer Signature

**Provider and Administrator**

- **In FL & OK:** Automotive Warranty Services of Florida, Inc., FL License # 60023 & OK License #44198051
  - **In NH:** Consumer Program Administrators, Inc. dba Consumer Warranty Program Administrators
  - **In TX:** Consumer Program Administrators, Inc. dba The Administrators of Consumer Programs, Texas License #175
  - **All Other States:** Consumer Program Administrators, Inc.
- All located at 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-752-6265

**For Emergency Roadside Assistance:**

**Toll-free 1-866-603-5420**

**To File a Claim:**

**Visit us at [www.mrclaims.net](http://www.mrclaims.net) or**

**Toll-free 1-800-752-6265**

## MONTHLY VEHICLE SERVICE AGREEMENT

This agreement is a Monthly Vehicle Service Agreement (hereafter referred to as "Service Agreement") between **You** and **Us** and describes the coverage **You** will have under **Your** Service Agreement. In return for payment by **You** of the **Monthly Payments**, subject to all the terms of this Service Agreement, **We** agree with **You** as follows:

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### I. KEY TERMS

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

**"Provider", "We", "Us", "Our" and "Administrator"** mean Consumer Program Administrators, Inc., except in the states of Florida and Oklahoma where **Provider, We, Us, Our** and **Administrator** mean Automotive Warranty Services of Florida, Inc., Florida License #60023, Oklahoma License #44198051; in the state of New Hampshire where **Provider, We, Us, Our** and **Administrator** mean Consumer Program Administrators, Inc. dba Consumer Warranty Program Administrators and in the state of Texas where **Provider, We, Us, Our** and **Administrator** mean Consumer Program Administrators, Inc. dba The Administrators of Consumer Programs, Texas License #175, all located at 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-752-6265.

**"Breakdown"** means the failure of any original or like replacement part covered by this Service Agreement to perform its intended function(s) in normal service, providing it has received all scheduled maintenance, at the proper intervals, as recommended by the manufacturer in the Owner's Manual. **Breakdown** does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

**"Cost"** means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications. **We may use replacement parts used in covered repairs that may include new, remanufactured, used or non-original equipment manufactured parts.**

**"Deductible"** means the amount **You** must pay for covered repairs per visit shown on the Information Schedule.

**"Effective Date"** means one month after the **Purchase Date** (the first **Effective Date**) and will mean the same date each month thereafter upon receipt of the **Monthly Payment** (any **Effective Date**). Coverage will begin under Section II on the later of the first **Effective Date** or when 500 miles from the Current Mileage are registered on **Your Vehicle's** odometer, whichever occurs later.

**"Monthly Payment"** means the amount shown on the Information Schedule that **You** will be charged on the date shown in the schedule each month. **You** will be charged on the same day of the month as the Service Agreement **Purchase Date**. If **Your Monthly Payment** is paid in full within 15 days of the due date, coverage will continue.

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

**"Producer"** means the producer from whom **You** purchased this Service Agreement shown on the Information Schedule.

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

**"Purchase Date"** means the date **You** purchased this Service Agreement shown on the Information Schedule and is the date in which coverage begins under Section III. Additional Benefits.

**"Repair Facility"** means a franchised automobile dealer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of not less than 12 months and 12,000 miles. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs.

**"Vehicle"** means the vehicle shown on the Information Schedule.

**"Warranty"** means any **Warranty** of the manufacturer, state required **Warranty**, automotive retailer **Warranty** or a **Repair Facility** guarantee.

**"You"** and **"Your"** mean the Customer shown on the Information Schedule.

## II. WHAT THIS SERVICE AGREEMENT COVERS

During the Service Agreement Term and beginning on the first **Effective Date** or when 500 miles from the Current Mileage are registered on **Your Vehicle's** odometer, whichever occurs later, **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** to remedy any covered **Breakdown** of the following parts less **Your Deductible**.

**We may use replacement parts used in covered repairs that may include new, remanufactured, pre-owned or non-original equipment manufacturer parts.**

### **GOLD COVERAGE**

The following parts are covered. Parts not listed are not covered.

#### **Assembly Parts Covered**

**1. ENGINE Gasoline Engine** – Cylinder block and all internal lubricated parts including: crankshaft, rod and main bearings, cam bearings, expansion (freeze) plugs, connecting rods, wrist pins, pistons, piston rings, camshaft, cam tower, lifters, cylinder head, valves and guides, valve springs, rocker arms (cam followers), pushrods, timing chain housing (cover), timing chain and sprockets, timing belt and pulleys, timing belt tensioner, intake and exhaust manifolds, flywheel, balance shafts, harmonic balancer and retainer bolt, crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, engine oil cooler hoses, oil filter adapter/housing, engine oil sending unit, engine mounts, water pump, temperature sending unit, thermostat and housing, fuel supply pump, vacuum pump, dipstick and tube, fasteners for the components listed above.

**Turbocharged/Supercharged/Rotary/Diesel/Enhanced Engines** – All of the above listed parts or equivalent plus: turbocharger, waste gate controller, intercooler, hard lines, compressor, clutch and pulley, bypass valve, injection pump, lines and nozzles.

**2. TRANSMISSION Automatic** – Case and all internal lubricated parts including: oil pump, valve body, torque converter, vacuum modulator, governor, main shaft, clutches, bands, drums, gear sets, bearings, bushings, sealing rings, TV cable, solenoids, electronic shift control unit, transmission mounts, cooler, cooler hoses and hard lines, dipstick and tube, fasteners for the components listed above.

**Standard** – Case and all internal lubricated parts including: main shaft, gear sets, shift forks, synchronizers, bearings, bushings, fasteners for the components listed above.

**Transfer Case – (4X4 vehicles)** – Case and all internal lubricated parts including: main shaft, gear sets, chain and sprockets, bearings, bushings, mounts, fasteners for the components listed above, electronic and vacuum engagement components.

**3. FRONT WHEEL DRIVE** Final drive housing and all internal parts including: carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, universal joints, front hub bearings, rear hub bearings, locking hub assemblies (4X4), drive shaft support, fasteners for the components listed above.

**4. REAR WHEEL DRIVE** Drive axle housing and all internal lubricated parts including: carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, front hub bearings, rear hub bearings, propeller shafts, universal joints, drive shaft support, fasteners for the components listed above.

**5. STEERING** Housing/case and all internal lubricated parts including: rack and pinion equipped valve assembly, sector shaft, rack mounts and cushions, inner rod ends and bellows boots, speed sensor or steering gear equipped pitman shaft and valve assembly, sealing rings, bearings, bushings, pitman arm, center link, tie rods, idler arm, power steering pump and pulley, electric power steering motor, fluid reservoir, pressure and return hoses, cooler and hard lines, power cylinder assembly, steering main and intermediate shafts, coupling, fasteners for the components listed above. (Does not include “rear wheel steering” components.)

**6. FRONT SUSPENSION** Upper and lower control arms, bump stop cushions, control arm shafts, torsion bar mounts and bushings, upper and lower ball joints including dust boots, steering knuckle (spindle), wheel bearings and seals, stabilizer shaft, stabilizer linkage including mounts and bushings, strut rods and bushings, king pins, fasteners for the components listed above.

**7. BRAKES** Master cylinder, assist booster, wheel cylinders, combination valve, disc brake calipers (and rear caliper actuators), hard lines and fittings, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, fasteners for the components listed above.

**8. ELECTRICAL** Alternator, voltage regulator, front and rear windshield wiper motors and delay controller, starter motor and drive, starter solenoid, wiring harnesses, manually operated switches (specifically turn signal, headlight, dimmer, and wiper switches), mechanically actuated switches (ignition, brake light and neutral safety switch), electronic fuel injection system (including all input/sensors & output/control units, except EGR valve, related to the fuel injection system), electronic ignition module, distributor and coil, engine management control unit, knock sensor and oxygen sensor.

**9. AIR CONDITIONING** Compressor and mounting brackets, clutch and pulley, condenser, evaporator, orifice tube, accumulator, temperature control programmer, high/low pressure cutoff switches, high/low pressure hoses, pressure cycling switch, thermostat, drier, temperature control head, fasteners for the components listed above and freon-refrigerant if necessary in conjunction with the repair of the components listed above.

**10. BASIC HYBRID/ELECTRIC VEHICLE COMPONENTS** Electric motor/generator(s) and all internal components, inverter/converter/transformer units and all internal components, inverter/converter/transformer units cover, continuously variable transmission (CVT) and all internal components, power split device and all internal components, reduction/reducer box and all internal components, and fasteners for the components listed above. Hybrid battery junction block, hybrid battery main battery cable, and electric alternating current compressor.

**11. SEALS AND GASKETS** All seals and gaskets on the assemblies listed above.

**12. ADVANCED COMPONENTS** Anti-lock brake system, power seat motor(s) and transmission(s), power window motor(s) and power regulator(s), power door lock actuator(s), digital and analog instrument display(s), low fuel sensor, low coolant sensor, low oil sensor, electronic rear view mirror motor(s), headlight door motor(s), heated back glass, windshield wiper washer pump(s), heater-A/C blower motor, heater core assembly, heater control valve, radiator, radiator fan and clutch, radiator fan motor including fan blade, temperature sensor and relay, fuel tank and hard lines, fuel tank sending unit, power sun roof motor, convertible top motor, constant velocity joints and horn assembly.

**13. ADVANCED HYBRID/ELECTRIC VEHICLE COMPONENTS** Onboard battery charging system, battery charge controller, motor/generator belt tensioner, drive motor dampener, voltage inverter reservoir, three-phase high voltage cables, hydraulic or electric regenerative braking system, onboard computer system including all relays, sensors, ECU & ECM (electronic control units/electronic control modules), power switch/button and controller/electronic throttle control system.

### III. ADDITIONAL BENEFITS

During the Service Agreement Term and beginning on the **Purchase Date**, **You** are eligible for the benefits shown below.

#### A. Emergency Roadside Assistance

Emergency Roadside Assistance is available 24 hours a day, 365 days a year. **We** will pay for a covered emergency up to \$100 per occurrence with no out-of-pocket expense to **You**. If the covered emergency exceeds \$100 per occurrence, **You** are responsible for that portion that exceeds \$100. **You** are responsible for any non-covered expenses. This benefit is available only for **Your Vehicle**.

The following are covered emergencies under Emergency Roadside Assistance:

- **Towing Assistance** – when **Your Vehicle** is inoperable or unsafe to drive, **Your Vehicle** will be towed to the closest **Repair Facility** or to any other location requested by **You**.
- **Flat Tire Assistance** – service consists of (a) the removal of the flat tire and (b) replacing the flat tire with **Your** spare tire located with **Your Vehicle**.
- **Fuel, Oil, Fluid and Water Delivery Service** – an emergency supply of fuel, oil, fluid and water will be delivered if **Your Vehicle** is in immediate need. **You** will be responsible for the cost of these supplies.
- **Lock-out Assistance** – if **Your** keys are locked inside **Your Vehicle**, assistance will be provided in gaining entry into **Your Vehicle**.
- **Battery Assistance** – if battery failure occurs, a jump-start will be provided to start **Your Vehicle**.

#### FOR EMERGENCY ROADSIDE ASSISTANCE

CALL TOLL FREE: 1-866-603-5420

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

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

#### B. Rental Reimbursement

**We** will pay your actual expenses to rent a replacement vehicle from a licensed rental agency if **Your Vehicle** is held by a **Repair Facility** for a covered repair. Rental reimbursement shall not exceed \$35 per day for a maximum of five days for any one **Breakdown**. If a covered repair cannot be completed within the first five days of a rental period due to a parts delay or other reasonable cause, the five-day maximum is extended to ten days. Rental Reimbursement is available beginning on the first day of the covered repair.

#### FOR RENTAL REIMBURSEMENT

CALL TOLL FREE: 1-800-752-6265

#### C. Emergency Travel Expense Reimbursement

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

#### FOR EMERGENCY TRAVEL EXPENSE REIMBURSEMENT

CALL TOLL FREE: 1-800-752-6265

EMERGENCY TRAVEL EXPENSE REIMBURSEMENT IS NOT AVAILABLE IF YOU RESIDE IN THE STATE(S) OF:

NEW YORK

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

1. FOR ADDITIONAL COMMERCIAL LODGING ENTERTAINMENT EXPENSES.
2. FOR ANY BREAKDOWN THAT OCCURS LESS THAN 100 MILES FROM YOUR HOME.

#### **D. Manufacturer's Deductible Reimbursement**

We will reimburse **You** for the difference between the **Deductible** amount shown on the Information Schedule and any required manufacturer's deductible, if applicable, when a **Breakdown** of a covered part occurs and is covered by a manufacturer's **Warranty**.

#### **FOR MANUFACTURER'S DEDUCTIBLE REIMBURSEMENT**

**CALL TOLL FREE: 1-800-752-6265**

#### **E. Permitted Commercial Purposes**

We will pay for covered **Breakdowns** to **Your Vehicle** when **Your Vehicle** is used for **Permitted Commercial Purposes**.

#### **F. Rideshare**

We will pay for covered **Breakdowns** to **Your Vehicle** when **Your Vehicle** is used for Rideshare (i.e. Uber, Lyft) purposes.

#### **G. Lift Kit/Leveling Kit**

We will pay for covered **Breakdowns** to **Your Vehicle** when **Your Vehicle** is equipped with a lift kit not to exceed 6 inches. If the lift kit includes oversize wheels and/or tires, overall width may not exceed 6 inches from original manufacturer tire width and overall height may not exceed 6 inches from original manufacturer tire height. The lift kit itself, all of its assembly and any aftermarket and/or manufacturer or dealer installed lift kit accessories and/or equipment are not covered.

We will pay for covered **Breakdowns** to **Your Vehicle** when **Your Vehicle** is equipped with a leveling kit not to exceed 2.5 inches. If the leveling kit includes oversize wheels and/or tires, overall width may not exceed 2.5 inches from original manufacturer tire width and overall height may not exceed 2.5 inches from original manufacturer tire height. The leveling kit itself, all of its assembly and any aftermarket and/or manufacturer or dealer installed leveling kit accessories and/or equipment are not covered.

#### **WE WILL NOT PAY FOR OR COVER THE FOLLOWING UNDER LIFT KIT / LEVELING KIT:**

1. **FOR COVERED BREAKDOWNS WHERE YOUR VEHICLE IS EQUIPPED WITH A LIFT KIT THAT EXCEEDS 6 INCHES.**
2. **IF THE LIFT KIT INCLUDES OVERSIZE WHEELS AND/OR TIRES WHERE THE OVERALL WIDTH EXCEEDS 6 INCHES FROM THE ORIGINAL MANUFACTURER TIRE WIDTH AND OVERALL HEIGHT EXCEEDS 6 INCHES FROM THE ORIGINAL MANUFACTURER TIRE HEIGHT.**
3. **FOR THE LIFT KIT, ALL OF ITS ASSEMBLY AND ANY AFTERMARKET AND/OR MANUFACTURER OR DEALER INSTALLED LIFT KIT ACCESSORIES AND/OR EQUIPMENT.**
4. **FOR COVERED BREAKDOWNS WHERE YOUR VEHICLE IS EQUIPPED WITH A LEVELING KIT THAT EXCEEDS 2.5 INCHES.**
5. **IF THE LEVELING KIT INCLUDES OVERSIZE WHEELS AND/OR TIRES WHERE THE OVERALL WIDTH EXCEEDS 2.5 INCHES FROM THE ORIGINAL MANUFACTURER TIRE WIDTH AND OVERALL HEIGHT EXCEEDS 2.5 INCHES FROM THE ORIGINAL MANUFACTURER TIRE HEIGHT.**
6. **FOR THE LEVELING KIT, ALL OF ITS ASSEMBLY AND ANY AFTERMARKET AND/OR MANUFACTURER OR DEALER INSTALLED LEVELING KIT ACCESSORIES AND/OR EQUIPMENT.**

#### **H. Mobility Equipment**

Coverage is extended to the following parts and components when installed by the manufacturer or a licensed, manufacturer-authorized installer, unless the alterations made to accommodate the equipment fall outside manufacturer's specifications and tolerances: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms.

**FOR COVERED BREAKDOWNS, CALL TOLL FREE: 1-800-752-6265**

### **IV. SERVICE AGREEMENT LIMITATIONS**

#### **WE WILL NOT PAY FOR OR COVER THE FOLLOWING:**

##### **1. MODIFICATIONS:**

- A. **AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, CB RADIOS, RADIO/SPEAKER EQUIPMENT, CRUISE CONTROL, SUNROOF, SOLAR POWERED DEVICES, TELEPHONES, TV/VCR/DVD AND RELATED COMPONENTS AND APPLIANCES (UNLESS INSTALLED BY THE MANUFACTURER).**
- B. **IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.**
- C. **BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER AND THE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).**
- D. **BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.**

##### **2. NON-STANDARD USE:**

- A. **BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.**
- B. **ANY BREAKDOWN WHERE THE VEHICLE HAS BEEN USED FOR A PROHIBITED COMMERCIAL PURPOSE, AT ANY TIME WHILE OWNED BY YOU.**
- C. **BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR STREET RACING OR OTHER COMPETITION.**

##### **3. NEGLIGENCE, MISREPRESENTATION OR MISUSE:**

- A. **BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS DETAILED IN SECTION VI. YOUR RESPONSIBILITIES.**
- B. **BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT, LACK OF LUBRICANTS, IMPROPER SPECIFICATION (TYPE) OF FLUIDS, LACK OF OIL VISCOSITY, SLUDGE OR RESTRICTED OIL FLOW. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: ENGINE AND TRANSMISSION.**
- C. **BREAKDOWN WHEN CONTAMINATED FLUIDS CAUSED OR CONTRIBUTED TO THE BREAKDOWN.**
- D. **LOSS OR DAMAGE CAUSED BY YOU OR THE OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.**
- E. **IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE INCLUDING BUT NOT LIMITED TO ODOMETER MISREPRESENTATION CAUSED BY THE USE OR MODIFICATION OF THE VEHICLE WITH UNDERSIZE OR OVERSIZE TIRE AND WHEEL ASSEMBLIES.**



- F. DAMAGE CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER.
- G. BREAKDOWN OR DAMAGE CAUSED BY NEGLECTING TO FOLLOW PROPER CHARGING PROCEDURES OR USE OF INCOMPATIBLE CHARGING DEVICES FOR YOUR PLUG-IN HYBRID/ELECTRIC VEHICLE.
- 4. COLLISION, PHYSICAL DAMAGE AND COSMETICS:
  - A. BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, TERRORIST ACTS, WAR, EXPLOSION, LIGHTNING, EARTHQUAKE, HURRICANE, TROPICAL STORM, VOLCANIC ERUPTION, WINDSTORM, HAIL, WATER, FREEZING OR FLOOD.
  - B. TO CORRECT A COSMETIC IMPERFECTION OR BREAKDOWN CAUSED BY RUST OR WEATHER-RELATED CORROSION.
- 5. WARRANTIES AND MANUFACTURER RECALLS:
  - A. COSTS OR SERVICES COVERED BY ANY WARRANTY REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY.
  - B. COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER ANY VEHICLE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR HAS BEEN VOIDED BY THE MANUFACTURER.
  - C. BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.
- 6. VEHICLE TYPE:
  - A. IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED TITLE OR JUNK VEHICLE.
  - B. IF YOUR VEHICLE IS A TRUCK RATED MORE THAN 1 TON.
  - C. IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.
  - D. IF YOUR VEHICLE IS POWERED BY COMPRESSED NATURAL GAS, LIQUIFIED NATURAL GAS, PROPANE OR HYDROGEN.
- 7. CONSEQUENTIAL DAMAGE:
  - A. LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN UNLESS AS PROVIDED UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT. CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A BREAKDOWN OF A COMPONENT COVERED BY THIS SERVICE AGREEMENT.
  - B. BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART. HOWEVER, COVERAGE WILL BE PROVIDED FOR THE FAILURE OF A NON-COVERED PART RESULTING FROM A BREAKDOWN OF A COVERED PART.
  - C. BREAKDOWN OR DAMAGE CAUSED BY A POWER SURGE WHILE CHARGING YOUR VEHICLE.
- 8. NON-COVERED CONDITIONS:
  - A. PRE-EXISTING – BREAKDOWN WHICH EXISTED PRIOR TO OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE PURCHASE DATE.
  - B. REPAIRS PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SECTION V. WHAT TO DO IF REPAIRS ARE NEEDED).
  - C. REPAIR OF VALVES AND/OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.
  - D. REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
  - E. REPAIRS OF AIR LEAKS, RATTLES, SQUEAKS, WIND NOISE AND WATER LEAKS WHERE WATER IS ENTERING THE VEHICLE EXTERNALLY.
  - F. TO REPAIR, REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS SERVICE AGREEMENT EXCEPT AS REQUIRED FOR THE REPAIR OF A COVERED PART.
  - G. DIAGNOSIS CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.
  - H. ANY BREAKDOWN OCCURRING DURING THE WAITING PERIOD.
- 9. MISCELLANEOUS EXPENSES:
  - A. EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS, NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.

## V. WHAT TO DO IF REPAIRS ARE NEEDED

### Customer Instructions

In the event of a Breakdown, You can locate a preferred Repair Facility by visiting the Administrator's self-service claim portal:

**[www.mrclaims.net](http://www.mrclaims.net)**

If You are unable to locate a preferred Repair Facility through the Administrator's self-service claim portal or have questions, contact the Administrator at:

1-800-752-6265

Customer Service Hours

7:00 a.m. – 7:00 p.m. C.T. Monday – Friday

**Emergency Repair Instructions:** In the event that a Breakdown of a covered part occurs when the Administrator's office is closed and emergency repairs are necessary, You may commence with emergency repairs without securing the Administrator's prior authorization. However, You or the Repair Facility must notify the Administrator of the repairs as soon as the Administrator's office reopens. You must submit written information and documentation concerning the Breakdown and repairs no later than 30 days after the Breakdown. Reimbursement of emergency repairs will be subject to all terms and conditions of this Limited Warranty and nothing herein authorizes repairs not otherwise covered.

Emergency repairs are those required because Your Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens.

### Repair Facility Instructions

To initiate a claim, visit the Administrator's self-service claim portal:

**[www.mrclaims.net](http://www.mrclaims.net)**

## VI. YOUR RESPONSIBILITIES

1. You must perform maintenance services to Your Vehicle, at the proper intervals, as required by the Owner's Manual for Your Vehicle. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage. If You do not have an Owner's Manual, contact Your Vehicle's manufacturer to obtain one.
2. You must keep receipts which verify the Vehicle Identification Number, work orders and other documentation that show a date, a description of Your Vehicle, mileage and services performed. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.
3. You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Vehicle. You are required to safely pull Your Vehicle off the road and shut down the engine immediately when either of these lights/gauges indicates a problem.
4. If You experience a Breakdown, You agree to:
  - a. Use all reasonable means to protect Your Vehicle from further damage.
  - b. Notify the Administrator as soon as possible.
  - c. Authorize the Repair Facility to perform necessary diagnostic work and provide "teardown authorization" so that the Repair Facility can provide an accurate diagnosis and estimate of repairs. **IMPORTANT: WE WILL NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS SERVICE AGREEMENT.**
  - d. Furnish the Administrator with such information as the Administrator may reasonably require and if requested provide proof of Your Vehicle's regular maintenance during the Service Agreement Term as noted above.
  - e. Reserve for the Administrator the right to refer Your Vehicle to a Repair Facility that sells and services Your type of Vehicle, for certain repairs.
  - f. Allow the Administrator to examine Your Vehicle if the Administrator asks to do so.
  - g. Obtain authorization from the Administrator prior to beginning any repairs covered by this Service Agreement except when the Administrator's office is closed and emergency repairs are necessary (See Emergency Repair Instructions within Section V. WHAT TO DO IF REPAIRS ARE NEEDED).
5. Your help and cooperation is required if We ask You to help Us enforce Your rights against any manufacturer or Repair Facility who may be responsible to You for the Cost of repairs covered by this Service Agreement.

## VII. GENERAL PROVISIONS

### 1. Service Agreement Term

The Service Agreement Term is one month. This Service Agreement begins and **You** are eligible for benefits under Section III. Additional Benefits on the **Purchase Date**. This Service Agreement ends the earliest of the following to occur: (a) the date one month following the **Effective Date**; (b) on the date canceled by **You** or **Us**; or (c) the date **You** fail to pay **Your Monthly Payment** within 15 days of any due date.

If **Your** Service Agreement has ended according to subsection (a) above, it can continue upon the payment of the **Monthly Payment**. If **Your** Service Agreement has ended according to subsections (b) or (c) above or 36 **Monthly Payments** have been received in connection with this Service Agreement, it cannot be continued. However, **You** may be eligible to purchase a new service agreement.

### 2. Where You Are Covered

This Service Agreement applies only to **Breakdowns** occurring within the continental United States of America, Alaska, Hawaii and Canada.

### 3. If You Have Other Coverage

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

### 4. Limit of Liability

**Our limit of liability is the Cost to repair or replace any covered Breakdown, but in no event shall this Cost exceed the average retail value of Your Vehicle as determined by the NADA (Official Used Car Guide) at the time of loss.**

### 5. Subrogation

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

### 6. Dispute Resolution – Arbitration

This Service Agreement requires binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Agreement (including the **Cost** of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this Service Agreement by a judge and/or a jury. **You** also agree not to participate as a class representative or class Customer in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where **You** live. Notwithstanding this arbitration provision, **You** are not prohibited from bringing an action in Small Claims Court to resolve **Your** dispute.

The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Service Agreement. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one year of the earlier of the date the **Breakdown** occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Service Agreement and all transactions contemplated by this Service Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Agreement.

## 7. Transferability

This Service Agreement is non-transferable. However, in the event of Your death and during the Service Agreement Term, the benefits of this Service Agreement will be available to Your spouse, domestic partner or legal representative.

## 8. How This Service Agreement May Be Canceled – Including Refunds And Charges

### Cancellation By You

You may cancel this Service Agreement at any time. To cancel, contact the **Producer**. The **Producer** will assist with Your cancellation request. Alternatively, You must provide written notice to the **Administrator**. A copy of Your Service Agreement must be included with Your request for cancellation.

### Cancellation By Us

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

- If there has been a material misrepresentation or fraud by You;
- If You have failed to maintain Your Vehicle as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and You have failed to repair the odometer;
- If Your Vehicle has a salvage title; or
- If You use Your Vehicle in any manner not covered by this Service Agreement.

### How Refunds are Calculated

If this Service Agreement is canceled prior to the first **Effective Date** and a claim has not been incurred, a 100% refund of the **Monthly Payment** will be made. If this Service Agreement is canceled on or after the first **Effective Date** or if a claim has been incurred prior to any **Effective Date**, a pro-rata refund will be made. The pro-rata refund will be calculated by multiplying the **Monthly Payment** by the percentage of unused days in the cancellation month divided by the total days in the cancellation month less claims paid and an administrative fee of 10% of the **Monthly Payment**. All refunds will be paid to You. If this Service Agreement is canceled by Us, no administrative fee will be charged.

## 9. Insurance

This Service Agreement is not an insurance Agreement. Our obligations under this Service Agreement are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your claim is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

## 10. Entire Service Agreement

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

# VIII. STATE AMENDMENTS

This Service Agreement is amended and the language below governs if You purchased this Service Agreement in a state listed below:

### Alabama

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is amended as follows:

All references to the state of “Illinois” are replaced with “Alabama”.

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

**Cancellation By You** is amended to include:

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

**How Refunds are Calculated** is amended as follows:

The 10% administrative fee is deleted and replaced with a \$25 administrative fee or 10% of the **Monthly Payment**, whichever is less.

### Alaska

**SERVICE AGREEMENT LIMITATIONS** – is amended as follows:

Item #4A – Any reference to “**TERRORISTS ACTS**” is deleted in its entirety.

Item #7A is deleted in its entirety and replaced by the following:

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

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

**Cancellation By You** is amended to include:

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

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

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

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

If We cancel this Service Agreement, a penalty per month in the amount of 10% of the unearned **Provider fee (Monthly Payment)** shall be added to a refund that is not paid within 45 days of return of this Service Agreement to the **Producer** or the **Administrator**.

**How Refunds are Calculated** is amended as follows:

The 10% administrative fee is deleted and replaced with a 7.5% administrative fee.



**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

This Service Agreement is not an insurance contract. **Our** obligations under this Service Agreement are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event **We** cease to operate, are bankrupt or otherwise financially impaired or **Your** claim is not paid within 30 days after proof of loss has been filed, **You** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

#### Arizona

**NOTICE TO PURCHASER** – is amended to include:

**In the event a Breakdown occurs when the Administrator's office is closed, You may follow the claim procedures in this Service Agreement without prior authorization. Reimbursement will be made to You or the Repair Facility in accordance with Service Agreement provisions.**

**SERVICE AGREEMENT LIMITATIONS** – is amended as follows:

Items #1B, 1C, 1D, 2A, 2B, 2C, 3A, 3B, 3E, 3F are amended to include: **"WHILE THE VEHICLE IS OWNED BY YOU."**

Items #6A, 6B, 6C, 8A are deleted in their entirety.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

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

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

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

- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If, while owned by **You**, the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
- If **You** do not pay the **Monthly Payment**.

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

If this Service Agreement is canceled prior to the first **Effective Date** and a claim has not been incurred, a 100% refund of the **Monthly Payment** will be made. If this Service Agreement is canceled on or after the first **Effective Date** or if a claim has been incurred prior to any **Effective Date**, a pro-rata refund will be made. The pro-rata refund will be calculated by multiplying the **Monthly Payment** by the percentage of unused days in the cancellation month divided by the total days in the cancellation month less an administrative fee of 10% of the **Monthly Payment** paid by **You**. All refunds will be paid to **You**.

#### Arkansas

**How Refunds are Calculated** is amended as follows:

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

#### Colorado

**GENERAL PROVISIONS** – Section 9 Insurance is amended to include: Insurance Policy #3450.

#### Connecticut

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

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is amended as follows:

The State of Connecticut has established a process to settle disputes arising from service Agreements as outlined in R.C.S.A §§ 42-260-1 to 5. If **You** purchase this Service Agreement in Connecticut, to initiate the process **You** must first submit a written complaint which may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the **Monthly Payment**, the **Cost** of repair of the **Vehicle** and a copy of this Service Agreement.

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

**Cancellation By You** is amended to include:

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

**Cancellation By Us** is amended to include:

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

#### District of Columbia

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

**Cancellation By You** is amended to include:

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

**How Refunds are Calculated** is amended as follows:

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

#### Florida

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

**SERVICE AGREEMENT LIMITATIONS** – is amended as follows: Item #6A is deleted in its entirety.

**WHAT TO DO IF REPAIRS ARE NEEDED** – **"Emergency Repair Instructions"** is amended as follows: The 30-day time period for filing a claim after a **Breakdown** is deleted and replaced with 90 days.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 7 How This Service Agreement May Be Transferred is deleted in its entirety and replaced by the following:

**Your rights and duties under this Service Agreement may only be transferred to a subsequent purchaser directly by You within 30 days from the date of sale to the subsequent owner. This Service Agreement may not be transferred to any entity in the business of selling or leasing motor vehicles. In the event of Your death, the benefits of this Service Agreement will be available to Your spouse, domestic partner or legal representative. This Service Agreement can only be transferred if the remaining portion of the Warranty including Powertrain Warranty has not been reduced or voided.**

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

- a. Completed Transfer Request form, which can be obtained by contacting the Administrator;
- b. Copy of Your Service Agreement;
- c. Bill of Sale indicating date of sale of the Vehicle; and
- d. \$40 transfer fee made payable to the Administrator.

**GENERAL PROVISIONS** – Section 8 How This Service Agreement May Be Canceled – Including Refunds And Charges is deleted in its entirety and replaced by the following:

**Cancellation By You**

You may cancel this Service Agreement at any time. To cancel, contact the **Producer** or the **Administrator**. The **Producer** will assist with **Your** cancellation request. Alternatively, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Agreement must be included with **Your** request for cancellation. If **You** cancel this Service Agreement prior to the first **Effective Date**, a 100% refund of the **Monthly Payment** will be made less any claims paid on this Service Agreement. If **You** cancel this Service Agreement on or after the first **Effective Date**, a pro-rata refund will be made. The pro-rata refund will be calculated by multiplying the **Monthly Payment** by the percentage of unused days in the cancellation month divided by the total days in the cancellation month less claims paid and an administrative fee of 10% of the **Monthly Payment**. All refunds will be paid to **You**.

**Cancellation By Us**

**We** may cancel this Service Agreement:

- If there has been a material misrepresentation or fraud by **You** on the **Purchase Date**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
- If **You** do not pay the **Monthly Payment**.

If **We** cancel this Service Agreement, **We** will mail **You** written notice by certified mail at least 30 days prior to cancellation. This notice shall state the effective date of and reason for cancellation. If **We** cancel this Service Agreement prior to the first **Effective Date**, 100% refund of the **Monthly Payment** will be made less any claims paid on this Service Agreement. If **We** cancel this Service Agreement on or after the first **Effective Date**, a pro-rata refund will be made. The pro-rata refund will not be less than 100% of the paid unearned pro-rata **Monthly Payment** less any claims paid on this Service Agreement. All refunds will be paid to **You**.

**GENERAL PROVISIONS** – Section 9 Insurance is amended as follows:

The sentence “This Service Agreement is not an insurance Agreement.” is deleted in its entirety.

**Georgia**

**Notice to Customer** – is amended as follows:

**The one month and 500 mile waiting period will be added to the end of Service Agreement if Your Service Agreement has ended based on Our receipt of 36 Monthly Payments.**

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

**SERVICE AGREEMENT LIMITATIONS** – is amended as follows:

Item #8A is deleted in its entirety.

Item #3B – Any reference to “SLUDGE” is deleted in its entirety.

Item #1C is amended to include the text: “MADE SUBSEQUENT TO THE PURCHASE OF THIS SERVICE AGREEMENT.”

Item #3E is amended to include the text: “WHILE OWNED BY YOU”.

**YOUR RESPONSIBILITIES** – is amended as follows:

Item #4 (c) is deleted in its entirety.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

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

**Cancellation By You** is amended to include:

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

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

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

**We** may cancel this Service Agreement:

- In the event of fraud by **You**;
- In the event of material misrepresentation by **You**; or
- If **You** do not pay the **Monthly Payment**.

**How Refunds are Calculated** is amended as follows:

The 10% administrative fee is deleted and replaced with an administrative fee of 10% of the unearned pro-rata **Monthly Payment**.

Should **We** fail to refund the unearned consideration, **You** have the right to receive the refund directly from Virginia Surety Company, Inc.

**Hawaii**

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

**Cancellation By You** is amended to include:

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

**Idaho**

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

**Illinois**

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

**How Refunds are Calculated** is amended as follows:

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

## Indiana

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

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

**GENERAL PROVISIONS** – Section 8 How This Service Agreement May be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **Your** cancellation refund is not paid within 60 days after this Service Agreement has been returned to the **Producer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604.

## Iowa

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

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

**WHAT THIS SERVICE AGREEMENT COVERS** – is amended to include:

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

**GENERAL PROVISIONS** – Section 8 How This Service Agreement May be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

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

**GENERAL PROVISIONS** – Section 9 Insurance is amended as follows:

A claim against the **Provider** may also include a refund of the unearned **Provider** fee (**Monthly Payment**) in the event this Service Agreement is cancelled.

## Louisiana

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

**GENERAL PROVISIONS** – Section 8 “How This Service Agreement May Be Canceled – Including Refunds And Charges”

**Cancellation by You** is amended to include:

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

## Maine

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

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

**Cancellation By You** is amended to include:

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

**How Refunds are Calculated** is amended as follows:

If this Service Agreement is canceled prior to the first **Effective Date** and a claim has not been incurred, a 100% refund of the **Monthly Payment** including any applicable sales tax will be made.

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

This Service Agreement is not an insurance contract. **Our** obligations under this Service Agreement are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event **We** cease to operate, are bankrupt or otherwise financially impaired or **Your** claim, including any claim for the return of the unearned portion of the **Provider** fee (**Monthly Payment**), is not paid within 60 days after proof of loss has been filed, **You** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

## Maryland

**ADDITIONAL BENEFITS, SERVICE AGREEMENT LIMITATIONS, GENERAL PROVISIONS** – Section 3 “If You Have Other Coverage” is amended as follows:

All references to “Emergency Travel Expense Reimbursement” are deleted and replaced with “Travel Expense Reimbursement”

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

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

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is amended as follows:

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

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

**Cancellation By You** is amended to include:

If **You** cancel this Service Agreement, a penalty per month in the amount of 10% of the **Monthly Payment** shall be added to a refund that is not paid within 45 days of return of this Service Agreement to the **Producer** or the **Administrator**. If **Your** refund is not paid within 45 days of return of this Service Agreement to the **Producer** or the **Administrator**, **You** have the right to receive the refund directly from Virginia Surety Company, Inc.

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

**This Service Agreement is not an insurance contract. Our obligations under this Service Agreement are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your claim, including any claim for the return of the unearned portion of the Provider fee (Monthly Payment), is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.**

## Massachusetts

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

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

**Cancellation By You** is amended to include:

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

**Michigan**

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

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

**Minnesota**

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

**Cancellation By You** is amended to include:

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

**Mississippi**

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 “How This Service Agreement May Be Canceled – Including Refunds And Charges”

**Cancellation By You** is amended to include:

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

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

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

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

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

If this Service Agreement is canceled prior to the first **Effective Date** and a claim has not been incurred, a 100% refund of the **Monthly Payment** will be made. If this Service Agreement is canceled on or after the first **Effective Date** or if a claim has been incurred prior to any **Effective Date**, a pro-rata refund will be made less claims paid and an administrative fee of 10% of the **Monthly Payment**. All refunds will be paid to **You**.

**Missouri**

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

**Cancellation By You** is amended to include:

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

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

If this Service Agreement is canceled prior to the first **Effective Date**, a 100% refund of the **Monthly Payment** will be made less claims paid, if any. If this Service Agreement is canceled on or after the first **Effective Date**, a pro-rata refund will be made. The pro-rata refund will be calculated by multiplying the **Monthly Payment** by the percentage of unused days in the cancellation month divided by the total days in the cancellation month less claims paid and an administrative fee of \$50 or 10% of the **Monthly Payment**, whichever is less. All refunds will be paid to **You**. If this Service Agreement is canceled by **Us**, no administrative fee will be charged.

**GENERAL PROVISIONS** – Section 9 Insurance is amended as follows:

A claim against the **Provider** may also include a refund of the unearned **Provider** fee (**Monthly Payment**) in the event this Service Agreement is cancelled.

**Nebraska**

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety and replaced by the following:

Notwithstanding anything in this Service Agreement to the contrary, if **You** and **We** mutually agree at the time of loss, this Service Agreement provides for arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Agreement. **You** agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon **You**. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where **You** live. Notwithstanding this arbitration provision, **You** are not prohibited from bringing an action in Small Claims Court to resolve **Your** dispute.

The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Service Agreement. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one year of the earlier of the date the loss occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” All costs and expenses of the arbitration will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Service Agreement.



## **Nevada**

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

**Notice to Customer** – is amended as follows:

## **Coverage under section II. What This Service Agreement Covers begins on the first Effective Date or when 500 miles from the Current Mileage are registered on Your Vehicle's odometer, whichever occurs later.**

The sentence "If the manufacturer's Warranty is void..." is revised to read:

**This Service Agreement will not be initially issued to any Vehicle whose original Warranty has ever been voided by the manufacturer. However, if this Service Agreement has already been issued and the manufacturer's Warranty becomes void during the term of this Service Agreement, We will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's Warranty. However, We will continue to provide any other coverage under this Service Agreement, unless such coverage is otherwise excluded by the terms of this Service Agreement.**

**WHAT THIS SERVICE AGREEMENT COVERS** – is amended as follows:

## **During the Service Agreement Term and beginning on the first Effective Date or when 500 miles from the Current Mileage are registered on Your Vehicle's odometer, whichever occurs later, We will pay a Repair Facility, or at Our option, reimburse You the Cost to remedy any covered Breakdown of the following parts less Your Deductible.**

**SERVICE AGREEMENT LIMITATIONS** – is amended as follows:

Item #3A is deleted in its entirety and replaced by the following:

**FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE OR LACK OF CUSTOMARY MAINTENANCE AS DETAILED IN SECTION VI. YOUR RESPONSIBILITIES.**

Item #8H is amended as follows:

## **H. ANY BREAKDOWN OCCURRING DURING THE WAITING PERIOD.**

**GENERAL PROVISIONS** – Section 6 "Dispute Resolution – Arbitration" is amended as follows:

All references to "Illinois" are replaced with "Nevada".

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

**Cancellation By You** is amended to include:

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

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

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

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

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

If this Service Agreement is canceled prior to the first **Effective Date** and a claim has not been incurred, a 100% refund of the **Monthly Payment** will be made. If this Service Agreement is canceled on or after the first **Effective Date** or if a claim has been incurred prior to any **Effective Date**, a pro-rata refund will be made. The pro-rata will be calculated by multiplying the **Monthly Payment** by the percentage of unused days in the cancellation month divided by the total days in the cancellation month less a \$25 cancellation fee or 10% of the **Monthly Payment**, whichever is less. If this Service Agreement is canceled by **Us**, no cancellation fee will be charged. All refunds will be paid to **You**.

## **New Hampshire**

If **You** have questions, concerns or complaints regarding **Your** Service Agreement, **You** may address them to the **Provider** at 1-800-752-6265.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is amended to include:

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

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

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

If this Service Agreement is canceled prior to the first **Effective Date** and a claim has not been incurred, a 100% refund of the **Monthly Payment** will be made. If this Service Agreement is canceled on or after the first **Effective Date** or if a claim has been incurred prior to any **Effective Date**, a pro-rata refund will be made. The pro-rata refund will be calculated by multiplying the **Monthly Payment** by the percentage of unused days in the cancellation month divided by the total days in the cancellation month less an administrative fee of \$50 or 10% of the **Monthly Payment**, whichever is less. If this Service Agreement is canceled by **Us**, no cancellation fee will be charged. All refunds will be paid to **You**.

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

**This Service Agreement is not an insurance Agreement. Our obligations under this Service Agreement are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We do not provide for covered services, cease to operate, are bankrupt or otherwise financially impaired or Your claim is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.**

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



### New Jersey

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

**Cancellation By You** is amended to include:

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

### New Mexico

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

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

**Cancellation By You** is amended to include:

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

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

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

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

**GENERAL PROVISIONS** – Section 9 Insurance is deleted in its entirety and replaced by the following:

This Service Agreement is not an insurance contract. **Our** obligations under this Service Agreement are secured by a bond.

### New York

**ADDITIONAL BENEFITS** – Emergency Travel Expense Reimbursement is deleted in its entirety.

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

**Cancellation By You** is amended to include:

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

### North Carolina

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

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

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

- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If **You** use **Your Vehicle** in a manner not covered by this Service Agreement; or
- If **You** do not pay the **Monthly Payment**.

**How Refunds are Calculated** is amended as follows:

The 10% administrative fee is deleted and replaced with an administrative fee of 10% of the refund amount.

### Ohio

**GENERAL PROVISIONS** – Section 9 Insurance is deleted its entirety and replaced by the following:

**This Service Agreement is not an insurance contract. Our obligations under this Service Agreement are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your claim, including any claim for the return of the unearned portion of the Provider fee (Monthly Payment), is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.**

### Oklahoma

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

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

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

**ADDITIONAL BENEFITS** – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance is provided by **Us** and administered by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-877-229-4913.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

### Oregon

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

**ADDITIONAL BENEFITS** – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance benefits or services are conducted by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-877-229-4913.; however, the **Obligor** is ultimately responsible for providing these benefits. Any failure to provide such benefits by SafeRide Motor Club, Inc. or the **Obligor** as specified in this Service Agreement will be covered by the **Obligor's** reimbursement insurance policy.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

## South Carolina

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

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

**Cancellation By You** is amended to include:

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

## Tennessee

**Notice to Customer** – is amended to include:

**Our receipt of Your Monthly Payment is Your acknowledgement of the continuous nature of this Monthly Vehicle Service Agreement. To cancel this coverage, please refer to GENERAL PROVISIONS – Section 8 How This Service Agreement May Be Canceled – Including Refunds And Charges.**

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

**Cancellation By You** is amended to include:

If **You** purchased this Service Agreement online, **You** may also cancel at <https://login.forevercar.com>.

## Texas

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

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

**Cancellation By You** is amended to include:

If **You** cancel this Service Agreement, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Agreement to the **Producer** or the **Administrator**. If **Your** cancellation refund is not paid within 45 days after this Service Agreement has been returned to the **Producer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604.

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

If this Service Agreement is canceled prior to the first **Effective Date**, a 100% refund of the **Monthly Payment** will be made less any claims paid on this Service Agreement. If this Service Agreement is canceled on or after the first **Effective Date**, a pro-rata refund will be made. The pro-rata refund will be calculated by multiplying the **Monthly Payment** by the percentage of unused days in the cancellation month divided by the total days in the cancellation month less claims paid and an administrative fee of 10% of the **Monthly Payment**. All refunds will be paid to **You**. If this Service Agreement is canceled by **Us**, no administrative fee will be charged.

## Utah

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

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

All references to the term “**Producer**” are deleted and replaced with “**Seller**”.

**ADDITIONAL BENEFITS** – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance is provided by **Us** and administered by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-877-229-4913.

**WHAT TO DO IF REPAIRS ARE NEEDED** – “**Emergency Repair Instructions**” is amended to include:

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

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety and replaced 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 rule of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from **Us**. 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.

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

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

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

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

## Virginia

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

## Wisconsin

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

**ADDITIONAL BENEFITS** – Emergency Roadside Assistance is amended to include:

Emergency Roadside Assistance is provided by **Us** and administered by SafeRide Motor Club, Inc., 13901 Midway Road, Suite 102-429, Dallas TX 75244-4388, 1-877-229-4913.

**SERVICE AGREEMENT LIMITATIONS** – is amended as follows: Item #8B is deleted in its entirety.

**WHAT TO DO IF REPAIRS ARE NEEDED** – “**Emergency Repair Instructions**” is amended to include:

The 30-day time period for filing a claim after a **Breakdown** is deleted and replaced with as soon as reasonably possible.

**GENERAL PROVISIONS** – Section 5 Subrogation is amended to include:

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

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

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

**Cancellation By You** is amended to include:

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

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

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

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

**How Refunds are Calculated** is amended as follows:

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

(a) **You** cancel this Service Agreement prior to the first **Effective Date** and **You** have not incurred a claim, a 100% refund of the **Monthly Payment** will be made.

(b) **You** cancel this Service Agreement on or after the first **Effective Date**, a pro-rata refund of the **Monthly Payment** less any claims paid will be made.

No administrative fee will be charged.

#### **Wyoming**

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

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

**Cancellation By You** is amended to include:

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