

# DECLARATION PAGE

**Obligor:**  
 Autoguard Advantage Corporation  
 400 Metro Place North, Suite 300  
 Dublin, OH 43017  
 (866) 994-7063

## PURCHASER INFORMATION

**CONTRACT NUMBER:**

|                 |           |                           |                     |
|-----------------|-----------|---------------------------|---------------------|
| PURCHASER NAME: |           | SPOUSE NAME/COMPANY NAME: |                     |
| STREET ADDRESS: |           | CITY:                     |                     |
| STATE:          | ZIP CODE: | HOME TELEPHONE:           | BUSINESS TELEPHONE: |

## SELLER INFORMATION

|                 |        |                        |  |
|-----------------|--------|------------------------|--|
| SELLER NAME:    |        | SELLER ACCOUNT NUMBER: |  |
| STREET ADDRESS: |        | SELLER TELEPHONE:      |  |
| CITY:           | STATE: | ZIP CODE:              |  |

## LIENHOLDER INFORMATION

|                  |        |                 |  |
|------------------|--------|-----------------|--|
| LIENHOLDER NAME: |        | STREET ADDRESS: |  |
| CITY:            | STATE: | ZIP CODE:       |  |

## VEHICLE INFORMATION

|      |       |       |        |
|------|-------|-------|--------|
| VIN: | YEAR: | MAKE: | MODEL: |
|------|-------|-------|--------|

## SERVICE CONTRACT INFORMATION

|                          |                |  |                      |
|--------------------------|----------------|--|----------------------|
| COVERAGE: <b>ELITE</b>   | TERM MONTHS:   | TERM MILES:  | DEDUCTIBLE:          |
| SALE DATE:               | SALE ODOMETER: | EXPIRATION DATE:   | EXPIRATION ODOMETER: |
| CONTRACT PURCHASE PRICE: | VEHICLE CLASS: | SURCHARGES: <input type="checkbox"/> BUSINESS USE/LIGHT COMMERCIAL USE |                      |

**NOTE:** COVERAGE BEGINS WHEN THE COVERED VEHICLE'S ODOMETER IS 1,000 MILES GREATER THAN THE SALE ODOMETER AND WHEN THIRTY (30) DAYS HAVE PASSED SINCE THE SALE DATE, OR THE COVERED VEHICLE'S ODOMETER IS 500 MILES GREATER THEN THE SALE ODOMETER AND SIXTY (60) DAYS HAVE PASSED SINCE THE SALE DATE, WHICHEVER OCCURS FIRST.

**ADMINISTRATOR: Dimension Service Corporation. 400 Metro Place North Suite 300 Dublin, Ohio 43017; (800) 457-7703**

**For 24-Hour Nationwide Emergency Roadside Assistance, call (866) 994-4667**

**NOTICE:** You are reminded that this **Contract** is not an insurance policy, however, an insurance policy is in effect with **Jubilee Managing Agency Limited, Lloyd's Underwriting Syndicate Number 5820, 47 Mark Lane, London EC3R, 7QQ, United Kingdom, (888) 705-8941**. If **We** fail to pay an authorized claim within SIXTY (60) days after proof of loss has been filed, **You** are entitled to make a direct claim against the Insurer.

The undersigned verify that the information contained herein is true and correct to the best of their knowledge. The undersigned **Contract Holder** has examined and driven the **Vehicle** described above and is not aware of any mechanical defect or problem with the **Vehicle**. The **Contract Holder** has read, understands, and will abide by the terms and conditions of this **Contract**. No verbal or written representations have been made which may alter the terms and conditions of this **Contract**. **We** reserve the right to refuse, cancel, terminate or void any **Contract** that does not meet **Our** underwriting guidelines (except in Arizona). This **Contract** becomes valid only after acceptance by the **Administrator**. Purchase of this **Contract** is not necessary to obtain financing for the **Vehicle**. If financing was obtained for the purchase of this **Contract** please refer to the terms and conditions of any finance agreement provided by the **Lienholder** for additional obligations and information relevant to **You**.

\_\_\_\_\_  
 Purchaser Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Seller Representative Signature

\_\_\_\_\_  
 Date

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION. CLAIMS: (800) 457-7703**

# TERMS AND CONDITIONS

## I. DEFINITIONS

**You** should be aware of these important terms (in alphabetical order) which appear in bold type throughout this **Contract**.

**Actual Cash Value** or **ACV**: Shall be the “average trade-in” value for the **Vehicle**, adjusted for mileage as shown in the then-current NADA Official Used Car Guide.

**Administrator**: refers to Dimension Service Corporation, 400 Metro Place North Suite 300 Dublin, Ohio 43017; (800) 457-7703.

**Breakdown**: means the inability or failure of a **Covered Part** to perform the function for which it was intended by the manufacturer, as a result of the normal use of **Your Vehicle**.

**Contract**: refers to this **Vehicle Service Contract**.

**Covered Part(s)** : refers to all parts listed as covered under Section II. *SCHEDULE OF COVERAGES*.

**Deductible**: refers to the amount **You** must pay per repair visit in the event of a **Breakdown**. This **Contract** has a ONE HUNDRED DOLLAR (\$100) **Deductible** standard, or a FIFTY DOLLAR (\$50) **Deductible** option available for an additional surcharge (selection required upon **Contract** purchase and may not be changed later). If no selection is made, a ONE HUNDRED DOLLAR (\$100) **Deductible** applies.

**Lienholder**: refers to the financial institution that provided financing for the purchase of this **Contract**.

**Light Commercial Use**: refers to vehicles that are used for light delivery or pick up such as mail or other daily office errands, child or day care, light usage such as appraisals, inspections, or other “white collar” type use whether titled in the name of a company or individual. This does not include vehicles used as taxis, rental units, livery or shuttle units, daily delivery vehicles except as noted above. Also, vehicles not driven by the same driver every day; or vehicles used for towing a trailer for business purposes, or used for landscaping or snow removal are not eligible for coverage.

**Named Component Coverage**: refers to the coverage afforded by this **Contract**. Only the parts and/or components specifically listed under Section II. *SCHEDULE OF COVERAGES* are covered.

**Repair Facility**: refers to the **Repair Facility** that is, has or will be performing repairs to **Your Vehicle**. Such facility must be licensed and/or approved by the state to perform automotive repairs. Such facility must have a tax identification number where required and be capable of performing the needed repairs to **Your Vehicle**.

**Seller**: refers to the entity from whom you purchased this **Contract**.

**Vehicle**: refers to the **Vehicle** covered by this **Contract** as listed on the Declaration Page of this **Contract**.

**We, Us, Our** or **Obligor**: refers to the entity obligated to perform under this **Contract**. Autoguard Advantage Corporation, located at 400 Metro Place North Suite 300 Dublin, Ohio 43017; (866) 994-7063, is the **Obligor** of this **Contract**.

## II. SCHEDULE OF COVERAGES

### CAR GUARD SELECT ELITE COVERAGE

#### WHAT IS COVERED

Coverage is limited to the parts listed below. See *ADDITIONAL BENEFITS* to insure maximum coverage available to **You**.

1. **Engine**: engine block and cylinder heads (only if damaged by the failure of a part covered under this **Named Component Coverage**), and all internally lubricated parts harmonic balancer; timing gears; timing chain and belt; turbocharger or supercharger (only original OEM equipment qualifies for coverage). **Note**: Seals and gaskets are covered in conjunction with the repair of parts or components covered under the terms of this **Named Component Coverage** only. If a **Breakdown** results from a seal or gasket, no coverage is afforded.
2. **Cooling System**: water pump; cooling fan; cooling fan motor; cooling fan clutch.
3. **Transmission**: transmission case (only if damaged by the failure of a part covered under this **Named Component Coverage**), and all internally lubricated parts (automatic or standard); torque converter; vacuum modulator; flywheel/flex plate. **Note**: Seals and gaskets are covered in conjunction with the repair of parts or components covered under the terms of this **Named Component Coverage** only. If a **Breakdown** results from a seal or gasket, no coverage is afforded.
4. **Drive Axle(s)**: drive axle housing (only if damaged by the failure of a part covered under this **Named Component Coverage**), and all internally lubricated parts; locking hubs; drive shafts; universal joints; constant velocity joints (except when damaged as a result of a neglected, loose, torn, cracked, perforated or missing CV boot). **Note**: Seals and gaskets are covered in conjunction with the repair of parts or components covered under the terms of this **Named Component Coverage** only. If a **Breakdown** results from a seal or gasket, no coverage is afforded.
5. **Transfer Case**: transfer case (only if damaged by the failure of a part covered under this **Named Component Coverage**), and all internally lubricated parts. **Note**: Seals and gaskets are covered in conjunction with the repair of parts or components covered under the terms of this **Named Component Coverage** only. If a **Breakdown** results from a seal or gasket, no coverage is afforded.

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6. **Air Conditioning & Heating:** AC compressor, compressor clutch; condenser; evaporator; blower motor; accumulator; expansion valve; dryer; condenser fan; condenser fan motor. **Note:** If covered costs to repair an R-12 system exceed the cost to convert to an R-134a system, the system will be converted to use R-134a refrigerant.
7. **Electrical:** alternator or generator (as equipped); starter solenoid; starter motor; starter drive; horn; windshield wiper motors; windshield washer pump; power antenna motor; power window motors; power door lock actuators; power trunk release; all manually operated switches.
8. **Fuel System:** fuel delivery pump; fuel injection pump; metal fuel lines; fuel pressure regulator; fuel sending unit; fuel gauge.

#### **ADDITIONAL BENEFITS**

**No Deductible applies to Additional Benefits.**

**Rental Reimbursement:** If **Your Vehicle** experiences a **Breakdown**, **You** may qualify for rental car reimbursement. If **You** qualify, **We** will pay up to FORTY DOLLARS (\$40) per day for every EIGHT (8) hours or portion thereof of approved labor time to complete the covered repair with a FIVE (5) day maximum, not to exceed TWO HUNDRED DOLLARS (\$200) per occurrence. The first EIGHT (8) hours of labor time for any covered repair does not qualify for reimbursement. The rental vehicle must be rented from a licensed auto rental agency. Rental car reimbursement will not continue beyond the day that repairs are completed. This coverage does not apply to service or parts delays or other time delays beyond **Our** control or that of the **Repair Facility**.

**24 Hour Emergency Roadside Assistance:** This **Contract** includes a 24-hour emergency roadside assistance program Administered by Nation Safe Drivers and is available by calling (866) 994-4667. Please refer to *ROADSIDE ASSISTANCE* (Section VIII. of this **Contract**) for further details.

**Trip Interruption:** (available only where allowed by law): If **You** experience a **Breakdown** which occurs more than ONE HUNDRED (100) miles from **Your** home and results in a **Repair Facility** keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted motel and meal expenses not to exceed SEVENTY FIVE (\$75) per day for up to FIVE (5) days.

#### **OPTIONAL COVERAGES**

There are no optional coverages available under the *Gold* level of coverage. All coverages herein listed are standard on this **Contract**.

#### **MANDATORY SURCHARGES**

**Light Commercial Use:** If **Your Vehicle** is defined as a *Light Commercial Vehicle*, a surcharge applies. See Section I. *DEFINITIONS* for an explanation of eligible vehicles. **Vehicles** used for heavy commercial use (See Section IV., Paragraph *M* for details) are ineligible for coverage.

### **III. GENERAL PROVISIONS**

#### **A. CONTRACT TERM**

This **Contract** shall be in effect as of the date the **Contract** is purchased from the **Seller** provided this **Contract** is accepted by **Us**, and shall continue in effect until terminated, cancelled, voided (except in Arizona), or until expiration of the time and mileage limitations identified on the Declaration Page of this **Contract**. All plans require a waiting period before coverage begins. The waiting period is THIRTY (30) Days AND ONE THOUSAND (1,000) Miles, OR SIXTY (60) Days AND FIVE HUNDRED (500) Miles, whichever occurs first. Any **Breakdown** which occurs during the waiting period will not be covered.

The **Contract** term in months begins on the date of **Contract** sale and mileage is measured from the **Vehicle's** odometer reading at the date of **Vehicle** purchase.

**We** reserve the right to refuse, cancel, terminate or void any **Contract** which does not meet **Our** underwriting guidelines (except in Arizona), is submitted with insufficient payment, or if **You** make a material misrepresentation in obtaining this **Contract** or in the submission of a claim.

#### **B. LIMITS OF LIABILITY**

For the level, the total dollar value of all benefits paid or payable under this **Contract** shall not exceed the lesser of **Actual Cash Value** of the **Vehicle** at the time of a **Breakdown** or TEN THOUSAND DOLLARS (\$10,000).

Once the limits of liability have been reached, this **Contract**, its transfer and cancellation rights terminate and no further claims can be made against **Us**. **We** shall not be responsible for lost time, wages, lost use or any other consequential or incidental damages. These limitations and exclusions of liability apply only to the extent allowed by law.

#### **C. OTHER SERVICE CONTRACTS, WARRANTIES, OR INSURANCE POLICIES**

The term of this **Contract** may include all or a portion of the term of the manufacturer's warranty issued to the original purchaser of the **Vehicle**. Coverage under this **Contract** is secondary to, and does not replace, the manufacturer's warranty, but may provide certain additional benefits during the term of the manufacturer's warranty. If more than one service contract, warranty or insurance policy can be applied to a **Breakdown**, coverage under this **Contract** shall be excess over all other coverage, whether valid or collectible, except for benefits that may be applicable under Section II. *ADDITIONAL BENEFITS* of this **Contract**.

#### **D. OUR OBLIGATIONS**

If **You** experience a **Breakdown** during the term of this **Contract** within the United States or Canada, the **Administrator** will pay **You** or the **Repair Facility** for the repair or replacement of the **Covered Part(s)** as described in this **Contract**, provided **You** have met **Your** obligations as stated in this **Contract** (see Section VI. B. *WHAT TO DO IN THE EVENT OF A BREAKDOWN* and Section VI. A. *CONTRACT HOLDERS OBLIGATIONS*) and if the repair is not excluded under *WHAT IS NOT COVERED* (Section

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION. CLAIMS: (800) 457-7703**

IV. of this **Contract**). Replacement parts will be of like kind and quality and may include the use of new, remanufactured, rebuilt or serviceable used parts at the sole discretion of the **Administrator**. Labor time for any repair shall be based on the then-current *All-Data* labor guide and labor rates shall be within accepted industry standards at the sole discretion of the **Administrator**.

**Our** obligations under this **Contract** are insured by a Contractual Liability Insurance Policy issued by Lloyds of London, 1 Lime St London EC3M 7HA, United Kingdom. If any valid claim is not paid within SIXTY (60) days after proof of loss has been led with **Us**, **You** may make a direct claim against the Insurer.

#### **IV. WHAT IS NOT COVERED**

**THE FOLLOWING IS A LIST OF ITEMS NOT COVERED UNDER THIS CONTRACT:**

- A. ANY FAILURE OF A PART OR COMPONENT OF YOUR VEHICLE PROVEN TO BE CAUSED BY A CONDITION THAT EXISTED AT OR IMMEDIATELY PRIOR TO THE PURCHASE DATE OF THIS CONTRACT (PRE-EXISTING CONDITION) (EXCEPT IN ARIZONA), OR DURING ANY WAITING PERIOD AS STATED IN *CONTRACT TERM* (SECTION III. GENERAL PROVISIONS OF THIS CONTRACT), IF APPLICABLE.**
- B. NORMAL MAINTENANCE PARTS AND SERVICE RECOMMENDED OR REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.**
- C. OTHER PARTS AND SERVICES WHICH MAY BE NECESSARY FOR PROPER MAINTENANCE OF YOUR VEHICLE, INCLUDING BUT NOT LIMITED TO: ENGINE TUNE UPS; SUSPENSION ALIGNMENT; WHEEL/TIRE BALANCING; WHEEL/TIRE ALIGNMENT; DRIVE BELTS; VACUUM, HEATER AND RADIATOR HOSES; SPARK/GLOW PLUGS; MANUAL CLUTCH DISC; PRESSURE PLATE; THROWOUT BEARING; BRAKE PADS; LINING & SHOES; FILTERS; WIPER ARMS; WIPER BLADES.**
- D. AIR BAGS; AIR LEAKS; ANTI-THEFT SYSTEMS; BACK-UP CAMERA & MONITOR; BATTERY CABLES; BRAKE DRUMS; BRAKE ROTORS; BRIGHT METAL; BODY PANELS; BUMPERS; CARBURETORS; CARPET; CD/CASSETTE PLAYERS AND SPEAKERS (OTHER THAN OEM FACTORY-INSTALLED SYSTEMS); CATALYTIC CONVERTER; CELLULAR PHONES; CIRCUIT BREAKERS; CONVERTIBLE TOP; CORROSION; DOOR KEY; ELECTRONIC TRANSMITTING/RECEIVING DEVICES & SYSTEMS; EXHAUST SYSTEM; FUEL TANK CAP; FUSES; GLASS; GPS/NAVIGATION SYSTEMS; HUD SYSTEMS; HYBRID BATTERY PACKS; IGNITION KEY; IGNITION WIRES; INFRARED/NIGHT VISION SYSTEMS; LEDS; LENSES; LIGHT BULBS; MOLDING; PAINT; PASSIVE RESTRAINT SYSTEM; PERIMETER WARNING SYSTEMS; PHYSICAL DAMAGE; PROJECTION SYSTEMS; RUST DAMAGE OR FAILURES CAUSED BY RUST; SEALED BEAMS; SEATBELT SYSTEMS; SHEET METAL; SHOCK ABSORBERS; SQUEAKS/RATTLES; SUPPLEMENTAL RESTRAINT SYSTEM; TIRES; TRIM; UPHOLSTERY; VACUUM LINES & HOSES; VIDEO SYSTEMS; VINYL TOP; WATER LEAKS; WEATHER STRIPPING; WHEELS; RIMS; WHEEL COVERS.**
- E. VEHICLES FOR WHICH THE MANUFACTURER HAS "BRANDED" THE TITLE (CANCELED THE FACTORY WARRANTY). ANY VEHICLE FOR WHICH THE STATE OR OTHER CONTROLLING GOVERNMENT BODY HAS "BRANDED" THE TITLE DUE TO COLLISION, VANDALISM, FLOOD DAMAGE, INSURANCE CLAIM, ETC. (EXCEPT IN ARIZONA).**
- F. VEHICLES DESIGNATED FOR LIGHT COMMERCIAL USE (UNLESS THOSE ITEMS ARE PAID FOR AND NOTED ON THE DECLARATION PAGE OF THIS CONTRACT AT THE TIME OF CONTRACT PURCHASE OR ARE INCLUDED IN SPECIFIC COVERAGE LEVELS).**
- G. ANY FAILURE WHICH OCCURS AS A RESULT OF NON-STANDARD OR HIGH-PERFORMANCE PARTS OR EQUIPMENT OR IF ALTERATIONS NOT MEETING MANUFACTURER'S SPECIFICATIONS HAVE BEEN MADE TO THE VEHICLE. ANY FAILURE RESULTING FROM THE USE OF ATTACHMENTS OR EQUIPMENT (INCLUDING LIFT KITS); OVERSIZED OR UNDERSIZED TIRES OR WHEELS MORE THAN 9% DEVIATION FROM MANUFACTURER'S STANDARD; INSTALLED AFTER THE EFFECTIVE DATE OF THIS CONTRACT OR IF THE VEHICLE IS FITTED WITH SNOWPLOW EQUIPMENT OR USED FOR PLOWING SNOW.**
- H. ANY PART OR REPAIR WHICH IS COVERED BY INSURANCE, A REPAIRER'S GUARANTEE/WARRANTY, OR FOR WHICH A MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS WHETHER OR NOT THE MANUFACTURER WILL PAY FOR THE REPAIR.**
- I. COVERED PARTS WHICH THE REPAIR FACILITY MAY RECOMMEND REPLACING BUT WHICH HAVE NOT EXPERIENCED A BREAKDOWN AS DEFINED IN THE *DEFINITIONS* (SECTION 1 OF THIS CONTRACT). ALSO, UPDATED OR IMPROVED PARTS WHERE A BREAKDOWN HAS NOT OCCURRED.**
- J. ANY VEHICLE IN WHICH THE ODOMETER HAS BEEN TAMPERED WITH, ALTERED, DISCONNECTED, OR NOT MAINTAINED IN WORKING ORDER. YOU MAY BE REQUIRED TO PROVIDE PROOF OF ODOMETER READING OR OTHER DOCUMENTATION TO RESTORE COVERAGE IN THE EVENT OF ODOMETER FAILURE.**
- K. A GRADUAL REDUCTION IN OPERATING PERFORMANCE WHERE A BREAKDOWN HAS NOT OCCURRED INCLUDING, BUT NOT LIMITED TO, VALVE AND RING REPAIRS DESIGNED TO IMPROVE ENGINE COMPRESSION OR REDUCE OIL CONSUMPTION (WEAR AND TEAR). THIS CONTRACT DOES NOT UNDER ANY CIRCUMSTANCES COVER STUCK, CARBONED OR BURNED VALVES OR RINGS, OR DAMAGE TO ANY PART OR COMPONENT OF YOUR VEHICLE FROM DETONATION, LEAN BURN, PRE-IGNITION, FLUID CONTAMINATION, WATER INTRUSION, ELECTROLYSIS, CORROSION, OVERHEATING, SLUDGE AND LACK OF OR IMPROPER FLUIDS, LUBRICANTS OR COOLANTS.**
- L. A FAILURE OR DAMAGE CAUSED BY THE CONTRACT HOLDER'S NEGLIGENCE, MISUSE, IMPROPER SERVICING, OR FAILURE TO HAVE THE VEHICLE MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S MAINTENANCE**

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SCHEDULE FOR THE VEHICLE. DAMAGE CAUSED BY THE CONTRACT HOLDER'S CONTINUED OPERATION OF THE VEHICLE AFTER A FAILURE OCCURS.

- M. VEHICLES USED IN COMPETITIVE RACING OR DRIVING OR USED FOR TAXI SERVICE, LIVERY, SHUTTLE, EMERGENCY, COMMERCIAL (OTHER THAN LIGHT COMMERCIAL USE), TOWING, RENTAL, OR A VEHICLE THAT USES ALTERNATIVE FUELS SUCH AS ELECTRICITY (UNLESS A HYBRID VEHICLE), LIQUID PROPANE GAS, COMPRESSED NATURAL GAS AND METHANOL.
- N. DAMAGE TO A COVERED PART CAUSED BY THE FAILURE OF A NON-COVERED PART OR COMPONENT. DAMAGE TO A NON-COVERED PART CAUSED BY THE FAILURE OF A COVERED PART.
- O. ACCIDENTAL LOSS OR DAMAGE, COLLISION OR UPSET, VANDALISM, FALLING MISSILES OR OBJECTS, FIRE, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKE, WIND STORM, HAIL, WATER FLOOD, FREEZING, MALICIOUS MISCHIEF, RIOT OR CIVIL COMMOTION. LOSSES RESULTING FROM DELAYS OR FAILURES CAUSED BY ACTS OF GOD, LABOR STRIKES, CAUSES BEYOND THE CONTROL OF THE ADMINISTRATOR OR REPAIR FACILITY, LOSS OF TIME, INCONVENIENCE, LOSS OF THE USE OF THE VEHICLE, DIMINUTION IN VALUE RESULTING FROM THE FAILURE OF A COVERED OR NON-COVERED PART.
- P. ANY VEHICLE USED TO PULL A TRAILER WITH A GROSS WEIGHT IN EXCESS OF 1,000 POUNDS UNLESS THE VEHICLE IS EQUIPPED WITH A FACTORY TOW PACKAGE. ANY VEHICLE EQUIPPED WITH A FACTORY TOW PACKAGE IN WHICH YOU EXCEED THE TOWING LIMITS SET BY THE MANUFACTURER.
- Q. OIL & OIL FILTER, LUBRICANTS, FILTERS, REFRIGERANTS, COOLANTS, OR FASTENERS UNLESS REQUIRED IN CONNECTION WITH REPAIR OR REPLACEMENT OF COVERED PARTS UNDER THE TERMS OF THIS CONTRACT.
- R. SHOP SUPPLIES, MATERIALS CHARGES, HAZARDOUS WASTE CHARGES, STORAGE CHARGES OR MISCELLANEOUS CHARGES.

## V. GENERAL

### A. CANCELLATION OF THIS CONTRACT

If the **Vehicle** has been repossessed, declared a total loss or **You** give notice of cancellation, this **Contract** will terminate. You may cancel this **Contract** at any time by notifying the **Administrator** in writing of **Your** intent to cancel. **You** must also send the **Administrator**, a) this **Contract**, b) a copy of the **Vehicle's** registration, and c) a notarized statement indicating the actual mileage (odometer reading) of the **Vehicle** at the date of the cancellation request.

If this **Contract** is canceled within the first THIRTY (30) days and no claims have been filed, **You** will receive a full refund. If this **Contract** is canceled after the first THIRTY (30) days or a claim has been filed, **Your** refund will be determined by prorating the **Contract** fee paid based on the greater of time or mileage used and deducting all incurred claims. If there is no **Lienholder**, the refund, less a cancellation fee, less paid claims, will be paid to **You**. If there is a **Lienholder**, the refund less a cancellation fee, less paid claims, will be paid to the **Lienholder** as their interest may appear. **Note:** In the event of cancellation where claims have been paid and **Your Contract** has been financed by a **Lienholder**, **You** may owe additional funds to the **Lienholder** after the **Administrator** has paid the **Lienholder** the appropriate refund due. It is **Your** responsibility to review **Your** finance agreement with the **Lienholder** and understand these terms and conditions. **Administrator** is not a party to any finance agreement between the **Contract Holder** and the **Lienholder**.

If the **Contract Holder** elects cancellation, the **Administrator** will retain a cancellation fee not to exceed the lesser of 10% of the **Contract** price or FIFTY DOLLARS (\$50). Transferred **Contracts** are not eligible for cancellation refunds. For state specific details, please refer to *SPECIAL STATE REQUIREMENTS & DISCLOSURES* (Section IX. of this **Contract**).

### B. HOW THIS CONTRACT MAY BE TRANSFERRED

If **You** sell the **Vehicle** or there is any change in the ownership of the **Vehicle**, this **Contract** will terminate unless **You** apply for a transfer of the remaining term of this **Contract** to the new owner. **You** must notify the **Administrator** in writing of **Your** request to transfer this **Contract** within FIFTEEN (15) days of the date of **Vehicle** sale and include the required transfer fee of FIFTY DOLLARS (\$50), along with the name and address of the purchaser, a copy of the bill of sale or sales contract showing the date and mileage of the **Vehicle** at the time of sale, and proof that **You** transferred any remaining manufacturer's warranty to the purchaser of the **Vehicle**.

The **Administrator** has the sole discretion to approve or reject such application. Copies of all maintenance records showing actual oil changes and manufacturer's required maintenance must be given to the new owner and copies must be submitted to the **Administrator**. The new owner must retain these records and is subject to the maintenance requirements as specified in this **Contract**. Transfer fees are not permitted in New Hampshire.

This **Contract** may not be transferred more than once, transferred to another vehicle, or be assigned to a new or used vehicle dealer or anyone other than an individual purchasing the **Vehicle** for personal use.

### **TRANSFER APPLICATION AND PROCEDURES**

To transfer this **Contract**, obtain and complete a *Transfer Request Form* by contacting Dimension Service Corporation Customer Support by phone at (800) 457-7703 or by mail at Dimension Service Corporation 400 Metro Place North Suite 300 Dublin, Ohio 43017.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION. CLAIMS: (800) 457-7703**

## VI. CONTRACT HOLDER'S RESPONSIBILITIES

### A. CONTRACT HOLDER'S OBLIGATIONS

To keep this **Contract** in force, **You** are required to follow the Manufacturer's Required Maintenance Schedule for **Your Vehicle**. For example, some manufacturers require that the timing belt be changed or an oil change be performed at specific time and/or mileage intervals. **You** must follow the manufacturer's maintenance guidelines (including types and quality of products used in maintenance) to avoid denial of a claim and/or cancellation of this **Contract**. **You** must also follow the procedures described within this **Contract** under Section B. *WHAT TO DO IN THE EVENT OF A BREAKDOWN*.

The **Contract Holder** hereby authorizes the **Lienholder** to: (a) be listed as joint payee and receive any refund (as their interest may appear) in the event this **Contract** is canceled, and (b) cancel this **Contract** if the **Contract Holder** defaults on his/her obligations to such **Lienholder**. The **Contract Holder** shall subrogate all rights of recovery against any person or entity to the **Administrator**, and shall do whatever is necessary to secure such rights. The **Contract Holder** shall do nothing to prejudice these rights.

### B. WHAT TO DO IN THE EVENT OF A BREAKDOWN

In the event of a failure **You** must protect **Your Vehicle** from further damage. This may require **You** to stop the **Vehicle**, turn off the engine, and/or have the **Vehicle** towed. Damage resulting from continued operation of an impaired **Vehicle** will be considered negligence and will result in denial of claim coverage. This **Contract** includes an Emergency Roadside Assistance program administered by Nation Safe Drivers which includes a towing benefit available by calling **(866) 994-4667**. Please refer to Section VIII. *ROADSIDE ASSISTANCE* for details of the Roadside Assistance Program.

**You** may take the **Vehicle** to any licensed repair facility, however, the **Administrator** has the right to select a different **Repair Facility** and/or move the **Vehicle** in the event that the **Repair Facility** selected by **You** charges for parts and labor in excess of amounts shown by *All-Data* flat rate labor guide, or does not meet the level of service necessary to insure proper repair of **Your Vehicle**. (**You** may contact the **Administrator** for assistance in locating a **Repair Facility**).

**You** are required to authorize the **Repair Facility** to inspect and/or tear down **Your Vehicle** to determine the cause of the failure. **You** will be responsible for these charges if the failure is not covered under the terms of this **Contract**. If it is determined that the failure is covered, **We** will pay for the reasonable and customary cost of such teardown and/or diagnosis. **We** reserve the right to inspect **Your Vehicle** and service records prior to approving any repairs.

**You** must ensure the **Repair Facility** calls the **Administrator** at (800) 457-7703 prior to any work being performed on the **Vehicle**. The **Administrator** will ask the **Repair Facility** to supply the following information: a) **Contract Holder's** name, address and telephone number; b) Year, Make & Model of the **Vehicle**; c) **Vehicle Identification Number**, License plate number and current odometer mileage; d) Name, Address and Phone number of the **Repair Facility** and name of the Technician; e) A complete estimate of parts and labor time charges to repair the **Breakdown**. Authorization must be obtained from the **Administrator** prior to any repair.

If it is determined the failure is covered, the **Administrator** will confirm the cost of the repair and provide the **Repair Facility** with an authorization code. The repair cost that is approved by the **Administrator** is the maximum amount that will be paid for any **Covered Repairs** under the terms of this **Contract**. Any additional amount must receive prior approval from the **Administrator**. Payment will be made via direct billing, credit card, or reimbursement to **You**.

Once authorization is obtained and the repair has been completed, all repair orders and documentation must be signed by **You** and submitted to the **Administrator** within THIRTY (30) days from the date the repair to **Your Vehicle** was completed. All such documentation must show **Our** Claim Authorization Number and be submitted to: Dimension Service Corporation, 400 Metro Place North Suite 300 Dublin, Ohio 43017.

**You** are responsible for the payment of any applicable **Deductible** for each visit to the **Repair Facility**. If the **Breakdown** requires more than one visit to repair, only one **Deductible** applies to the original failure for which a claim was filed. Present a copy of this document to the **Repair Facility** prior to proceeding with repairs.

Any claims made after the expiration date or after the expiration mileage of this **Contract** will be denied without regard to the date of the failure.

## VII. ARBITRATION

### DISPUTE RESOLUTION

#### **NOTICE: THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION**

In the event of a disagreement between **You** and the **Administrator** concerning coverage under this **Agreement**, either party may make a written demand for arbitration. This must be done within SIXTY (60) days after the day **You** file **Your** claim. Each party will select an appraiser. The two parties will select an umpire. Each party will pay the expenses of the appraiser they select. The expenses of the umpire will be shared equally. Unless both parties agree otherwise, arbitration will take place in the county or state in which **You** live. Local rules apply. A majority decision will be binding.

## VIII. ROADSIDE ASSISTANCE

This **Contract** includes membership in the Nation Motor Club 24-Hour Emergency Roadside Assistance program. Club products and services are provided by Nation Motor Club, Inc. d/b/a Nation Safe Drivers with corporate offices located at 800 Yamato Road Ste 100, Boca Raton FL 33431.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION. CLAIMS: (800) 457-7703**

## ROADSIDE

24-Hour roadside assistance services are available all days of the year throughout the US/Canada and Puerto Rico.

## TOWING/ROAD SERVICE/LOCKOUT

In the event **Your Vehicle** is disabled, **We** will dispatch a service vehicle to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive up to 25 miles of towing at no cost, any additional charges will be **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call **1-866-994-4667**. **You** will be required to give the representative assisting **You** the following information: **Your Service Contract** Number (located on the front right hand corner of the Declaration Page).

### Coverage:

**You** are entitled to one (1) service per 72-hours. Services available to **You** are:

- Towing of up to 25 miles at no cost
- Battery jumpstart
- Flat tire change
- Fuel delivery (**You** are responsible for the actual cost of the delivered materials)
- Lockout assistance (passenger compartment only)

### Reimbursement:

In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. Nation Safe Drivers (NSD) will reimburse up to a maximum of fifty dollars (\$50) for towing. If **You** are seeking reimbursement for any other roadside service, including lockout services, NSD will reimburse up to a maximum of fifty dollars (\$50). Claim forms may be obtained online at [www.nsdclaims.com](http://www.nsdclaims.com) or by calling toll-free 1-800-338-2680. **You** must send **Your** original receipted roadside bills along with a completed claim form to: Nation Safe Drivers, 800 Yamato Rd. Suite 100, Boca Raton, FL 33431; Attn: Claims Department.

### Additional Disclosures:

#### **YOUR ROADSIDE ASSISTANCE MEMBER ID NUMBER IS THE SAME AS YOUR CONTRACT NUMBER**

- No Deductible applies to 24-Hour Emergency Road Service.
- 24-Hour Emergency Road Service is provided through Nation Motor Club, Inc., with administrative offices at 800 Yamato Road Ste 100, Boca Raton FL 33431.

**For residents of Arizona, Arkansas, Hawaii, Louisiana, Massachusetts, Nevada, Tennessee, Texas and Washington:** Services are provided by Nation Motor Club, Inc. dba Nation Safe Drivers.

- **For residents of California:** Services are provided by Nation Motor Club, Inc., California Motor Club Permit Number 5157-3.
- **For residents of Alabama:** Services are provided by Nation Safe Drivers, LLC.

## IX. SPECIAL STATE REQUIREMENTS & DISCLOSURES

### Arkansas

Obligations of the provider under this Service Contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company. A claim against the provider may include a claim for return of the unearned provider fee. The insurance company is Jubilee Managing Agency Limited, Lloyd's Underwriting Syndicate Number 5820, 47 Mark Lane, London EC3R, 7QQ, United Kingdom, (888) 705-8941.

**Section I. DEFINITIONS** - The definition of **Administrator** is amended as follows:

**Administrator** means Dimension Service Corporation, the company that provides administrative services for this **Vehicle Service Contract**.

**Section IV. WHAT IS NOT COVERED** – This section is amended to include the following:

**S. FOR ANY CONSEQUENTIAL DAMAGE OR PRE-EXISTING CONDITION EXISTING ON THE DATE THE CONTRACT WAS PURCHASED.**

**Section V. GENERAL - A. Cancellation Of This Contract** - This section is amended to include the following:

Notice of such cancellation will be delivered to **You** at **Your** last known address by registered mail within fifteen (15) days of the date of termination. The notice of cancellation will state one of the above mentioned basis of cancellation, the amount of any refund required and the effective date of termination. If cancellation is due to nonpayment of the **Contract** price, a material misrepresentation by **You** to **Us**, or a substantial breach of **Your** duties under the **Contract**, such notice will not be required.

If no claim has been made under this **Contract** **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale. Upon **Your** return of the **Contract** within the applicable time period, this **Contract** will be null and void and **We** will refund to **You**, or credit to **Your** account, the full amount of the purchase price of this **Contract**. The applicable free-look time period on this **Contract** is not transferable and applies only to **You**, the original **Contract**

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION. CLAIMS: (800) 457-7703**

**Purchaser** and only if no claim has been made prior to the **Contract's** return to **Us**. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after **You** return the **Contract** to **Us**.

If **You** cancel this **Contract** after the applicable 20 or 10 day period has expired, or if a claim has been authorized or paid on your behalf pursuant to the **Contract**, the cancellation refund will be calculated on a pro-rata basis of the unearned portion of the purchase price of the **Contract** less the amount or value of any claims paid, less a fifty dollar (\$50.00) administrative processing fee, unless the cancellation is for nonpayment.

In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. In the case of a repossession or total loss, the lienholder shall have the right to cancel and shall be the sole payee on any refund check.

**Section VI. CONTRACT HOLDERS RESPONSIBILITIES** - This section is amended to include the following:  
**The toll-free number for EMERGENCY REPAIRS outside normal business hours is: 1-800-457-7703.**

### Colorado

**Section VI. CONTRACT HOLDER'S RESPONSIBILITIES** - This section is amended to include the following:  
This Contract is insured by an Insurance Policy issued by Jubilee Managing Agency Limited, Lloyd's Underwriting Syndicate Number 5820, 47 Mark Lane, London EC3R, 7QQ, United Kingdom, (888) 705-8941

### Hawaii

Obligations of the provider under this **Service Contract** are insured under a **Service Contract** contractual liability insurance policy.

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

**Used vehicles with less than 25,000 miles at the time of sale**

Provides **Coverage** for 90 days or 5,000 miles, whichever occurs first.

**Used vehicles with 25,001 miles or more but less than 50,000 miles at the time of sale**

Provides **Coverage** for 60 days or 3,000 miles, whichever occurs first.

**Used vehicles with 50,001 miles or more but not more than 75,000 miles at the time of sale**

Provides **Coverage** for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

**Section V. GENERAL- A. Cancellation of This Contract** – This section is amended to include the following:

Notice of such cancellation will be delivered to **You** at **Your** last known address by registered mail at least five (5) days prior to cancellation. The notice of cancellation will state one of the above mentioned basis of cancellation, the amount of any refund required and the effective date of termination. If cancellation is due to nonpayment of the **Contract** price, a material misrepresentation by **You**, or a substantial breach of **Your** duties under the **Contract**, such notice will not be required.

If no claim has been made under this **Contract**, **You** may return this **Contract** within thirty (30) days of the date the **Contract** was mailed to **You**, or within twenty (20) days of delivery if the **Contract** was delivered to **You** at the time of sale. Upon **Your** return of the **Contract** within the applicable time period, this **Contract** will be null and void and **We** will refund to **You**, or credit to **Your** account, the full amount of the purchase price of this **Contract**. The right to void the **Contract** is not transferable and applies only to **You**, the original **Contract** Purchaser. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after **You** return the **Contract** to **Us**.

If **You** cancel this **Contract** after the applicable 30 or 20 day period has expired, or if a claim has been authorized or paid on your behalf pursuant to the **Contract**, the cancellation refund will be calculated on a pro-rata basis and **You** will receive the lesser of the unused portion of the days or mileage that the **Contract** has been in effect, compared to the term stated on the **Contract**, less a fifty dollar (\$50.00) administrative processing fee.

In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. In the case of a repossession or total loss, the lienholder shall have the right to cancel and shall be the sole payee on any refund check.

### Idaho

**NOTICE:**

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

**Section V. GENERAL – A. Cancellation of This Contract** – This section is amended to include the following:

If no claim has been made under this **Contract**, **You** may return this **Contract** within thirty (30) days of the **Contract** Purchase Date. Upon **Your** return of the **Contract** within the applicable time period this **Contract** will be null and void and we will refund to **You** the full amount of the purchase price of this **Contract**, less a fifty-dollar (\$50.00) administration fee. This right to void this **Contract** is not transferrable and applies to **You**, the original **Contract** Purchaser.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION. CLAIMS: (800) 457-7703**



## Kansas

**Section V. GENERAL - A. Cancellation of This Contract** – This section is amended to include the following:

No **Contract** that has been in effect for 90 days or more may be cancelled except for one of the following reasons:

- (a) Nonpayment of **Contract** purchase price;
- (b) The **Contract** was issued because of a material misrepresentation;
- (c) The **Contract** holder violated any of the material terms and conditions of the **Contract**.

**Section VII. ARBITRATION** - The Arbitration section is amended to include the following:

The Arbitration procedure is voluntary and must be agreed to by both parties. The decision of the arbitrators shall be binding.

## Kentucky

**Our** obligations under this **Contract** are guaranteed under a reimbursement insurance policy. The name and address of the Insurance Company is Jubilee Managing Agency Limited, Lloyd's Underwriting Syndicate Number 5820, 47 Mark Lane, London EC3R, 7QQ, United Kingdom, (888) 705-8941.

If the **We** fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with **Us**, **You** are entitled to make a claim directly against the reimbursement insurance policy. The process to file a claim with the insurer is to contact the insurer either by telephone or written correspondence, as noted above.

## Maryland

**Our** obligations under this **Contract** are guaranteed under a reimbursement insurance policy. The name and address of the Insurance Company is Jubilee Managing Agency Limited, Lloyd's Underwriting Syndicate Number 5820, 47 Mark Lane, London EC3R, 7QQ, United Kingdom, (888) 705-8941.

If **We** fail to pay or provide service on a claim or make a refund or consideration due within sixty (60) days after proof of loss has been filed with **Us**, **You** are entitled to make a claim directly against the reimbursement insurance policy. The process to file a claim with the insurer is to contact the insurer either by telephone or written correspondence, as noted above.

**Section V. GENERAL – A. Cancellation of This Contract** - This section is amended to include the following:

If no claim has been made under this **Contract**, **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within twenty (20) days of delivery if the **Contract** was delivered to **You** at the time of sale. Upon **Your** return of the **Contract** within the above referenced time period, this **Contract** will be null and void and **We** will refund to **You**, or credit to **Your** account, the full amount of the purchase price of this **Contract**. The right to void the **Contract** is not transferable and applies only to **You**, the original **Contract** Purchaser. A ten percent (10%) penalty per month based upon the value of consideration paid for the service **Contract** will be added to a refund that is not paid or credited to **You** within forty-five (45) days after **You** return the **Contract** to **Us**.

If **You** cancel this **Contract** after the applicable 20 day periods have expired, or if a claim has been authorized or paid on **Your** behalf pursuant to the **Contract**, the cancellation refund will be calculated on a pro-rata basis and **You** will receive the lesser of the unused portion of the days or mileage that the **Contract** has been in effect, compared to the term stated on the **Contract**, less a fifty dollar (\$50.00) administrative processing fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

## Massachusetts

### NOTICE:

PURCHASE OF THIS **CONTRACT** IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE **YOUR VEHICLE**. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURERS OR SELLERS WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS **COVERAGE** IS REQUIRED TO INFORM **YOU** OF ANY WARRANTIES AVAILABLE TO **YOU** WITHOUT THIS **CONTRACT**.

Chapter 90, Section 7N1/4 of The General Laws of Massachusetts requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

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

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

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

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

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

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

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not terms of the required dealer warranty.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION. CLAIMS: (800) 457-7703**

## Michigan

### NOTICE:

If the performance of this **Contract** is interrupted because of a strike or work stoppage at **Our** place of business, the effective period of this **Contract** shall be extended for the period of the strike or work stoppage.

**Section VII. ARBITRATION** - This section is amended to include the following:

Judgment upon the arbitration award may be entered in any circuit court having jurisdiction thereof.

## Missouri

Obligations of the **Provider** under this service **Contract** are guaranteed under a **Service Contract Reimbursement Insurance Policy**. If the **Provider** fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the **Contract** Holder is entitled to make a claim directly against the insurance company. A claim against the **Provider** shall also include for return of the unearned **Provider** fee. The process to file a claim with the insurer is to contact the insurer either by telephone or written correspondence. The name and address of the Insurance Company is Jubilee Managing Agency Limited, Lloyd's Underwriting Syndicate Number 5820, 47 Mark Lane, London EC3R, 7QQ, United Kingdom, (888) 705-8941.

**Section V. GENERAL – A. Cancellation of This Contract** – This section is amended to include the following:

Notice of such cancellation will be delivered to **You** by certified mail to **Your** last known address as set forth in **Our** records within fifteen (15) days after the cancellation of the **Contract**, unless the reason for **our** cancellation of this **Contract** is non-payment of the purchase price of this **Contract**, a material misrepresentation by **You to Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, in which case we are not required to provide **you** with prior written notice of cancellation of the **Contract**.

If no claim has been made under this **Contract**, **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale. Upon **Your** return of the **Contract** within the applicable time period, this **Contract** will be null and void and **We** will refund to **You**, or credit to **Your** account, the full amount of the purchase price of this **Contract**. The applicable free-look time period and the right to void the **Contract** is not transferable and applies only to **You**, the original **Contract** Purchaser. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited to **You** within thirty (30) days after **You** return the **Contract** to **Us**.

If **You** cancel this **Contract** after the applicable 20 or 10 day period has expired, or if a claim has been authorized or paid on your behalf pursuant to the **Contract**, the cancellation refund will be calculated on a pro-rata basis and **You** will receive the lesser of the unused portion of the days or mileage that the **Contract** has been in effect, compared to the term stated on the **Contract**, less a fifty dollar (\$50.00) administrative processing fee.

In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. In the case of a repossession or total loss, the lienholder shall have the right to cancel and shall be the sole payee on any refund check.

## Montana

Obligations of the provider under this **Service Contract** are insured under a **Service Contract** reimbursement insurance policy.

**Section V. GENERAL – A. Cancellation of This Contract** – This section is amended to include the following:

**We** will mail the written notice to **You** at **Your** last know address as contained in **Our** records at least five (5) days prior to the cancellation by **Us**. Such notice will state the effective date and the reason for cancellation.

Prior notice is not required if the reason for cancellation is:

- a. Non payment of the **Contract**;
- b. A material misrepresentation by **You to Us**;
- c. Substantial breach or duties by **You** relating to the **Vehicle** or its use.

## New Hampshire

In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301. Phone 800-852-3416.

## New Mexico

**Section IV. WHAT IS NOT COVERED** - This section is amended to include the following:

**S. FOR ANY DAMAGE OR DEFECT EXISTING ON THE DATE THE CONTRACT WAS PURCHASED.**

**Section V. GENERAL - A. Cancellation of This Contract** -This section is amended to include the following:

If **We** cancel this **Contract** for any reason, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to cancellation. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. If **Your Contract** has been in effect for at least 70 days, **We** may not cancel it prior to the expiration date, or one year after the effective date of the **Contract**, whichever comes first, unless:

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION. CLAIMS: (800) 457-7703**

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

The \$50.00 administrative fee for cancellation does not apply in New Mexico.

If no claim has been made under this **Contract**, **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale, whichever is less. In such a case, this **Contract** will be null and void and **We** will refund **You** the full amount of the purchase price of this **Contract**. This right to void the **Contract** is not transferable and applies only to the original **Contract** purchaser. If a refund is not paid by **Us** within sixty (60) days after **Your** return of the **Contract** to **Us**, a ten percent (10%) penalty will be added for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid.

#### New York

**Section V. GENERAL - A. Cancellation of This Contract**- This section is amended to include the following:

If **We** cancel this **Contract** for any reason, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. Cancellation will be effective as of the date of termination as stated in the notice of cancellation. Written notice is not required, however, if:

- (a) **You** fail to pay for the **Contract**;
- (b) **We** discover that fraud was committed or there was a material misrepresentation by **You** in obtaining the **Contract**, or in presenting a claim for payment;
- (c) **We** discover a substantial breach by **You** of **Your** duties under the **Contract** relating to the **Vehicle** or its use.

If no claim has been made under this **Contract**, **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale, whichever is less. In such a case, this **Contract** will be null and void and **We** will refund **You** the full amount of the purchase price of this **Contract**. This right to void the **Contract** is not transferable and applies only to the original **Contract** purchaser. A ten percent (10%) penalty per month will be added to a refund that is not paid by **Us** within thirty (30) days after **Your** return of the **Contract** to **Us**.

#### North Carolina

**Section V. GENERAL - A. Calculation of This Contract** - This section is amended by adding the following:

The administration fee for cancellation will be twenty-five dollars (\$25.00) or ten percent (10%) of the pro-rata refund amount, whichever is less.

#### Oregon

**Section VII. ARBITRATION – THIS SECTION IS DELETED IN ITS ENTIRETY.**

#### Rhode Island

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

**Used Vehicles with 36,000 miles or less at the time of sale**

Provides **Coverage** for 60 days or 3,000 miles, whichever occurs first.

**Used Vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale**

Provides **Coverage** for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

#### Texas

Obligations of the provider under this service **Contract** are insured under a service **Contract** reimbursement insurance policy.

**Section V. GENERAL - A. Cancellation of This Contract** - This section is amended to include the following:

If **We** cancel this **Contract** for any reason other than non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files before the fifth day preceding cancellation.

If no claim has been made under this **Contract**, **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale, whichever is less. In such a case, this **Contract** will be null and void and **We** will refund **You** the full amount of the purchase price of this **Contract**. This right to void the **Contract** is not transferable and applies only to the original **Contract** purchaser. If **You** cancel this **Contract** otherwise, **You** will be provided a pro rata refund less reasonable handling costs, any claims that may have been paid, and an administrative fee of twenty-five dollars (\$25.00). A ten percent (10%) penalty per month will be added to a refund that is not paid within the forty-sixth (46th) day after the date of return of the **Contract** to **Us**.

**You** may apply for a reimbursement directly with this insurance company if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which the **Contract** is returned **Us**. The name and address of the insurance company is American Bankers Insurance Company of Florida, 11222 Quail Roost Dr., Miami, FL 33157, 1-866-306-6694.

**Section VI. CONTRACT HOLDER'S RESPONSIBILITIES** – This section is amended to include the following:

If a covered service is not provided to **You** by **Us** no later than the 60<sup>th</sup> day after the date of proof of loss, **You** may apply for the service directly with the Insurance Company. The name and address of the insurance company is Jubilee Managing Agency Limited, Lloyd's Underwriting Syndicate Number 5820, 47 Mark Lane, London EC3R, 7QQ, United Kingdom, (888) 705-8941.

#### Vermont

**Section V. GENERAL - A. Calculation of This Contract** - This section is amended to include the following:

If this **Contract** is cancelled within the first twenty (20) days from the effective date and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first twenty (20) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less a fifty dollar (\$50.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

#### Virginia

#### **NOTICE TO SELLER:**

Sellers are not permitted to sell vehicle service **Contracts** on leased vehicles pursuant to the provisions of administrative letters 1982-10 and 1982-16.