

This is YOUR CUSTOMER CONTRACT NUMBER. Please use this number in any phone or written communication.

CONTRACT NUMBER	YOUR COVERAGE LEVEL	SELLER CODE	AGENT CODE

**Schedule**

CUSTOMER (YOU, YOUR):	CUSTOMER ADDRESS AND PHONE:
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**DESCRIPTION OF YOUR VEHICLE:**

YEAR	MAKE	MODEL	VEHICLE ID/SERIAL NUMBER	CONTRACT CHARGE	DEDUCTIBLE
VEHICLE PURCHASE PRICE		CONTRACT PURCHASE DATE	ODOMETER MILEAGE AT CONTRACT PURCHASE DATE	TERM MONTHS	MILES OF COVERAGE


<b>\$100 DEDUCTIBLE PLAN PER VISIT</b> (unless marked below) <input type="checkbox"/> \$200 <input type="checkbox"/> REDUCING (available for \$100 Deductible only)	<b>SURCHARGES</b>		<input checked="" type="checkbox"/> IF APPLIES
	<input type="checkbox"/> COMMERCIAL USE <input type="checkbox"/> EMISSIONS <input type="checkbox"/> EV MAINTENANCE <input type="checkbox"/> LIFTED/LOWERED/OVERSIDED TIRES	<input type="checkbox"/> SALVAGE / REBUILT/ GREY MARKET VEHICLE <input type="checkbox"/> SEALS & GASKETS <input type="checkbox"/> SNOWPLOW <input type="checkbox"/> SUBSEQUENTIAL DAMAGE PLUS	<input type="checkbox"/> AWD/4WD <input type="checkbox"/> 1 TON <input type="checkbox"/> DIESEL <input type="checkbox"/> TURBO/SUPER <input type="checkbox"/> HYBRID

<input type="checkbox"/> FULL PAY <input type="checkbox"/> INSTALLMENT	VEHICLE PURCHASE DATE:
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SELLER/LESSOR:	LIENHOLDER: (Needed only when VSC is financed)
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ADDRESS:	ADDRESS:
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PHONE:	PHONE:
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 <b>EAZEDRIVE</b> Exceptional Vehicle Protection	ADMINISTRATOR: WS AFTERMARKET SERVICES CORPORATION - P.O. BOX 1047, BEDFORD, TX 76095 OBLIGOR/PROVIDER: WS AFTERMARKET SERVICES CORPORATION - P.O. BOX 1047, BEDFORD, TX 76095 (Unless otherwise stated in the Special State Requirements/Disclosures section) CLAIMS AND CUSTOMER SERVICE: (800)723-6036 ROADSIDE ASSISTANCE CALL: 1-866-693-6582
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**CUSTOMER ACKNOWLEDGEMENT AND ACCEPTANCE**

- This **Vehicle Service Contract** ( "Contract" ) is between the Customer ( "You" or "Your" listed above and WS Aftermarket Services Corporation, ( "We" , "Us" , or "Our" ), P.O. Box 959, Bedford, TX 76095, as Obligor for this **Contract**.
- You** and **Seller/Lessor** confirm that the information is correct and complete. **Seller/Lessor** confirms that the **Vehicle** is qualified for the coverage.
- By signing this **Contract**, **You** acknowledge that **You** have read, understand, and agree to all of the **Contract**' s terms and conditions including any state specific amendments. You also acknowledge that this **Contract** represents the entire agreement between **You** and **Us**, and that **You** are not relying on any other representations or promises.
- Your purchase of this Contract is not required either to purchase the Vehicle or to obtain financing for its purchase and this Contract is not a policy of insurance.**
- You acknowledge that a WAITING PERIOD may apply to Your coverage as stated under TERMS AND CONDITIONS, A. CONTRACT PERIOD.**
- The Coverage provided under this Contract is inclusive of the manufacturer's warranty ("warranty") while warranty is in effect; it does not overlap or replace warranty but provides certain additional benefits during term of the warranty. Any losses covered under the warranty are not covered by this Contract.**
- You** acknowledge that this **Contract** contains an arbitration clause which may affect **Your** legal rights, unless **You** live in a state that prohibits such provisions. **You** should review the Arbitration clause in the **ARBITRATION PROVISION**, as well as the **SPECIAL STATE REQUIREMENTS/ DISCLOSURES** Section.
- By signing below, **You** confirm that the **Vehicle** listed above is for personal use (unless **Commercial Use Surcharge** is selected above), and also confirms that **You** have reviewed the entire **Contract** and understand the coverages being provided to **You**, time and mileage limitations, claim procedures, maintenance requirements, options, and exclusions which are available electronically at <https://www.warrantysolutions.co/vscselecteazedrive>, by scanning the QR code, or in a paper cop from the **Seller** upon request. **You** further confirm that **You** understand that this **Contract** contains **Limits of Liability** as outlined under **General Provisions**.



Customer Signature and Date

Seller Representative Signature and Date

Customer Email: \_\_\_\_\_

Tracking Code: 

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## IMPORTANT INFORMATION YOU NEED TO KNOW

CUSTOMER SUPPORT NUMBER – Please see the box labeled **Your Contract** Number above. This is **Your** CUSTOMER SUPPORT NUMBER. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

**PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR FINANCE A MOTOR VEHICLE. THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY.**

This Vehicle Service **Contract** makes up **Your** entire agreement. No other documents, unless provided directly to **You** from the **Administrator**, are legal and binding. This Vehicle Service **Contract** does not cover all **Breakdowns** and excludes some conditions and vehicles. Please read the **Coverage Schedule**, **General Provisions**, and **Exclusions** sections of this **Contract** so **You** fully understand what **Coverage** is provided to **You** for **Your** Vehicle. If **You** have any questions regarding this **Contract**, please contact the **Administrator** toll-free at (800)723-6036 or P.O. Box 1047, Bedford, TX 76095. This Vehicle Service **Contract** contains **Limits of Liability**. Please read, "**Limits of Liability**" under "**General Provisions**" to determine what those are.

**WE MUST AUTHORIZE ALL CLAIMS BEFORE YOU START REPAIRS OR THEY MAY NOT BE COVERED.**

## HOW TO FILE A CLAIM

1. If the Covered Vehicle is inoperable, and to prevent further damage, immediately stop the vehicle and call 866-693-6582 (see Emergency Roadside Assistance Benefit Section). It is **Your** responsibility to use all reasonable means and precautions to protect the Covered Vehicle from further damage. Continued operation of the Covered Vehicle after any Breakdown shall constitute failure to protect the Covered Vehicle. Any damage from failure to protect the Covered Vehicle shall not be recoverable;
2. Prior to starting repairs, the repair facility must contact the Administrator at (800)723-6036 with diagnosis and estimate of repairs. If a covered Breakdown occurs when the Administrator's office is closed, **You** must have the repair facility contact the Administrator during the next business day. Failure to contact the Administrator and report the claim on the next business day may result in nonpayment (see General Contract Exclusions); Repair Facilities can also contact Us by email at [SelectClaims@amyntagroup.com](mailto:SelectClaims@amyntagroup.com), or by visiting [www.warrantysolutions.co](http://www.warrantysolutions.co), or by scanning the QR code found on the Page 1 of this Contract.
3. **Authorize Teardown and/or Inspection** - In some cases, **You** may need to authorize the repair facility to Teardown **Your** Vehicle in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the failure is not covered under this Contract. We reserve the right to require an inspection of **Your** Vehicle prior to any repair being made. Instruct the repair facility to save all components including fluids and filters, in the event the Administrator requires an inspection. **IMPORTANT:** The cost of the Teardown will not be paid if the failure of the component disassembled is not covered under this Contract.
4. If requested, permit inspection of the Covered Vehicle by the Administrator **BEFORE** repairs are performed;
5. Upon request, provide proof of maintenance (see Required Maintenance);
6. **You** must pay the Deductible and any other non-covered expenses as applicable;
7. Payment for covered Breakdowns will be made to either the repair facility or **You** in accordance with Contract provisions within thirty (30) days after receipt of the repair order. Repair orders must be received by the Administrator within ninety (90) days of completion of repairs and the repair order must be signed by **You**. Failure to sign repair order may cause delays in processing **Your** claim;
8. **Emergency Repairs** - Should an emergency occur which requires a Breakdown repair be made at a time when the Administrator's office cannot be contacted, the contract holder must call the Administrator's office within five (5) business days from the date of repair (365 days in Wisconsin) (as soon as reasonably possible in Utah), to determine if such repair will be covered by this Contract. If covered, the contract holder will be reimbursed for the repair subject to the Terms and Conditions contained herein.

## REQUIRED MAINTENANCE

1. **You** must have **Your** Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. **NOTE:** Your Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions may result in the denial of Coverage. If an Owner's Manual is not provided, **You** can contact **Your** Vehicle's manufacturer for maintenance requirements.
2. **You** are responsible for retaining the receipts identifying the Covered Vehicle showing dates, mileage, services performed, year, make, model, and vehicle identification number (VIN), and providing them to the Administrator in the event of a claim or transfer. The performance of normal maintenance services is not covered by this Contract. **You** are responsible for making certain that all warning lights/gauges/indicators of any kind, including, but not limited to, oil and temperature, are functioning properly, and discontinue operation as soon as is reasonably possible when any warning/malfunction occurs, whether visual or audible, indicating inadequate protection or performance.
3. If **You** are using the Covered Vehicle for Commercial Use, towing, snow plowing, or off-road use, **You** must follow the manufacturer's severe use maintenance requirements.

## THINGS TO DO NOW

**Verify Information** - **You** must review and verify the information in the Schedule on Page 1 for completeness and accuracy. Contact **Your** Seller immediately if any information is incomplete or inaccurate. Check **Your** Contract Coverage – Not every part of **Your** Vehicle is covered by this Contract. Coverage is identified by the Contract Level Coverage as shown on Page 1. Please compare the Contract Level Coverage shown on Page 1 with the corresponding Coverage as listed under the **COVERAGE SCHEDULE** Section and the **EXCLUSIONS** Section of this Contract. If this box was left blank, or the Coverage is inaccurate, contact **Your** Seller **immediately**. If **You** have any questions pertaining to this Contract or **Your** Coverage, **You** should contact the Administrator at

(800)723-6036 or P.O. Box 1047, Bedford, TX 76095.

**Check Your Deductible – Please check the box labeled Deductible on Page 1. The standard Deductible amount is \$100 unless marked as \$100 Reducing, or \$200. This dollar amount identifies the portion of the covered repair You will be required to pay if You have a claim. If the Deductible box is blank, Your Deductible is \$100.**

#### THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT

**Properly Maintain Your Vehicle and KEEP THE RECEIPTS – Maintenance related components will only be considered if Your Vehicle has been maintained in accordance with the manufacturer’s specifications. Keep copies of all receipts (fluid changes, lubrication, etc.), as proof of maintenance will be required when You file a claim. SEE SECTION: “REQUIRED MAINTENANCE” FOR SPECIFIC MAINTENANCE REQUIREMENTS. OBTAIN APPROVAL PRIOR TO HAVING WORK PERFORMED THAT MAY BE COVERED BY THIS CONTRACT. If You believe the failure may be covered by this Contract, call the Administrator personally, or instruct the repair facility performing the work to call and register the claim BEFORE THE WORK IS PERFORMED. SEE SECTION: "HOW TO FILE A CLAIM".**

#### DEFINITIONS

For the purposes of this **Contract** the following terms used in this **Contract** are defined and appear in **Bold Faced Type**:

**Customer, Contract Holder, YOU, YOUR, or I**, means the **Customer** shown on Page 1 or the person to whom this **Contract** was properly transferred.

**Administrator** means WS Aftermarket Services Corporation the party responsible for administering the benefits provided under this Contract, unless otherwise stated in the **SPECIAL STATE REQUIREMENTS / DISCLOSURES** Section. In Alaska, Arizona, Florida, and Wisconsin the **Administrator** is Warranty Solutions Administrative Services, Inc. In California and New York, the **Administrator** is TAG Warranty Corp.

**Actual Cash Value** means the retail value of the **Covered Vehicle** with appropriate condition adjustments for mileage and/or optional equipment as determined by the current region specified official used car guide.

**Breakdown** means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. Subsequent Damages resulting from the Breakdown of a covered part are covered by this Contract, except when **You** have failed to perform the recommended maintenance services for **Your Vehicle**.

**Commercial Use** means **Vehicles** used for the business purpose of providing farming or ranching, route work (excludes Snow Removal), job-site activities, service or repair work and delivery of goods. Usage must not exceed manufacturer’s ratings and/or limitations. Covered Vehicles used for Rideshare (e.g. Lyft, Uber) are not considered as commercial use.

**Contract** means this Vehicle Service **Contract** which **You** have purchased from **Us** to protect **Your Covered Vehicle**.

**Contract Purchase Date** means the date **You** purchased this **Contract** from **Us**.

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

**Coverage or Coverage Schedule** means the level of protection **You** have selected as listed in the **COVERAGE SCHEDULE**.

**Covered Vehicle or Vehicle** means the **Vehicle** which is described on Page 1.

**Deductible** means the amount **You** are required to pay, as shown on Page 1, for covered **Breakdowns**. Once a part is repaired or replaced under the terms of this **Contract**, there will be no **Deductible** for future repairs to that same part.

**Diagnostic** means the system investigation required to determine the cause of the failure.

**Grey Market Vehicle** means a vehicle that is not originally manufactured to be sold in the U.S. meeting U.S. specifications.

**Hacked** refers to any unauthorized access to monitor, control, and/or use of the **Covered Vehicle’s** data, system, or computer.

**Obligor** is WS Aftermarket Services Corporation, (800)723-6036, or as otherwise stated in the **SPECIAL STATE REQUIREMENTS / DISCLOSURES** Section for providing the protection described herein. **We, Us, and Our** means the party obligated to perform under this **Contract**. In Alaska, Arizona, Florida, and Wisconsin the **Obligor** is Warranty Solutions Administrative Services, Inc. In California and New York, the **Obligor** is TAG Warranty Corp.

**Pre-existing** means a condition that within all reasonable mechanical probability relates to the mechanical fitness of **Your Covered Vehicle** prior to **Contract** issuance.

**Registered** means a claim has been recorded only when the **Administrator** has been contacted and has issued a claim reference number.

**Salvage and Rebuilt Vehicle** means a vehicle that is reconstructed from branded, salvage, or declared a total loss.

**Seller/ Lessor (Seller)** means the entity where **You** purchased **Your Covered Vehicle**.

**Subsequential Damage** means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating when the failure of a covered part.

**Tear-down** means the mechanical disassembly of a failed unit required to determine the cause and the extent of the failure.

**Vehicle Purchase Date** means the date **You** purchased the **Covered Vehicle**

#### TERMS AND CONDITIONS

- A. CONTRACT PERIOD** Expiration is measured in time from the **Contract Purchase Date** and expiration mileage is derived by adding Miles of Coverage as shown on Page 1 to the Odometer Mileage at **Contract Purchase Date**. The maximum eligible mileage for Platinum Coverage to begin is 175,000 (125,000 for Electric Vehicles) Odometer Miles and for Silver, and Gold Coverages 200,000 Odometer Miles. **Coverage** under this Contract begins on the **Contract Purchase Date** and will expire according to the time and/or mileage of the term/miles selected, whichever occurs first, as shown on Page 1, and/or when the Limits of Liability for the Contract have been reached. **IF THE CONTRACT PURCHASE DATE IS MORE THAN TEN (10) DAYS AFTER THE VEHICLE PURCHASE DATES, AND THE COVERED VEHICLE IS NOT WITHIN THE ORIGINAL MANUFACTURER’S WARRANTY, A MANDATORY “WAITING PERIOD” WILL APPLY BEFORE COVERAGE BEGINS. THE WAITING PERIOD IS THIRTY (30) DAYS AND ONE THOUSAND (1,000) MILES FROM THE CONTRACT PURCHASE DATE AND THE ODOMETER MILEAGE AT THE TIME OF**

**PURCHASE. NO CLAIMS WILL BE PAID FOR REPAIR OR REPLACEMENT OF ANY COVERED COMPONENT(S) OR PART(S) WITHIN THIS WAITING PERIOD. HOWEVER, AN ADDITIONAL THIRTY (30) DAYS AND ONE THOUSAND (1,000) MILES WILL BE ADDED TO THE CONTRACT'S SCHEDULED EXPIRATION.**

- B. COVERAGE AND PAYMENT OF MECHANICAL REPAIRS** The Coverage afforded You for Your Vehicle is fully described in this Contract. Please see section: "Coverage Schedule" of this Contract. We will pay or reimburse You for approved costs to repair or replace any Breakdown of a part listed in the Coverage Schedule. Labor time will be adjusted according to a nationally recognized labor guide. **REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, INDEPENDENTLY MANUFACTURED/DISTRIBUTED OR OF LIKE KIND AND QUALITY AT THE DISCRETION OF THE ADMINISTRATOR.**
- C. DEDUCTIBLE** In the event of a Breakdown covered by this Contract, You may be required to pay a Deductible. No Deductible payment is required with respect to Benefit Coverages, if provided by this Contract. You have a Per Repair Visit Deductible, as shown on Page 1, the Deductible amount will be applied on a Per Repair Visit basis. If Reducing Deductible has been marked on the Deductible Plan box on Page 1 (available for \$100 Deductible only), Your Deductible will be waived; provided You have repairs made at the dealership where You purchased this Contract. If the Deductible box is blank on Page 1, Your Deductible is \$100. Should a covered Breakdown take more than one visit to repair, only one Deductible will apply for that Breakdown.
- D. BREAKDOWN OF COVERED PARTS** We will pay or reimburse You for approved costs to repair or replace any Breakdown of a part listed in the Coverage Schedule for the level of benefit that was selected. **REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, INDEPENDENTLY MANUFACTURED/DISTRIBUTED OR OF LIKE KIND AND QUALITY AT THE DISCRETION OF THE ADMINISTRATOR.**
- E. TERRITORY** This Contract applies only to Breakdowns that occur and repairs made within the United States of America and Canada.

**COVERAGE SCHEDULE**  
**SILVER**  
**STATED COVERAGE (1-5)**

- 1. ENGINE:** Cylinder Block, Cylinder Head(s), Rotary Housing and all Internally Lubricated Parts contained within the Engine including: Pistons; Piston Rings; Connecting Rod Bearings; Crankshaft; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Chain or Belt; Timing Gears, Guides, Tensioners; Rocker Arms; Rocker Shafts; Rocker Bushings; Valves and Guides; Water Pump (including Auxiliary Water Pump); Oil Pump and Oil Pump Housing; Harmonic Balancer and Bolt; Oil Pan; Timing Chain Cover; Intake and Exhaust Manifolds; Valve Covers; Engine Mounts; Cam Gear Bolt; Cylinder Head Bolts; Balance Belt; Variable Valve Camshaft Adjuster; Flywheel; Flexplate; and VVT Solenoid.
- 2. TURBOCHARGER / SUPERCHARGER:** (Factory Installed Only) Turbocharger/Supercharger Housing and All Internally Lubricated Parts; Waste Gate; Intercooler; and Supercharger Pulley.
- 3. TRANSMISSION:** (Automatic, Standard, and Auto Shifted Manual) Transmission Case and all Internally Lubricated Parts plus: Torque Converter; Vacuum Modulator; Viscous Coupling; Electronic Shift Control Unit; Transmission Cooler; Transmission Mounts; Oil Pan; Slave/Clutch Master Cylinder; Pilot Bearing; and Throw-Out Bearing.
- 4. TRANSFER CASE:** Transfer Case and All Internally Lubricated Parts; Transfer Case Shift/Encoder Motor; and Range Position Sensor/Switch.
- 5. DRIVE AXLE:** (Front and Rear) Drive Axle Case; All Internally Lubricated Parts contained within the Drive Axle; Locking Hubs; Drive Shafts; Center Support Bearings; Universal Joints; Constant Velocity Joints and Boots; Axle Bearings; Four-Wheel Drive Actuator; and Differential Cover. Axle Shafts; Driveshaft Yokes; Four (4) Wheel Drive Engagement Actuators and Motors.

**GOLD**  
**STATED COVERAGE (1-17)**

- 6. SEALS AND GASKETS:** Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered for Vehicles with less than 150,000 miles at time of sale.
- 7. STEERING:** All Internal Parts contained within the Steering Box; Rack and Pinion Gear; Power Steering Pump; Power Steering Hoses; Steering Knuckles; Pitman Arm; Idler Arm; Tie Rod Ends and Drag Link; Steering Damper; Upper and Lower Steering Column Shafts and Couplings, including Internal Tilt-Wheel Mechanism; Steering Box and Rack and Pinion Gear Housings and all internally lubricated parts contained within the housings; Electric Power Steering Assist Cylinder Assembly; Electronic Power Steering Motor; Electronic Control Unit/Solenoid; Metal Lines; Power Steering Pump Cooler; Twin "I" Beam & Bushings; and Steering Travel Stop; Intermediate Shaft; Stepper Motor; and Control Valve.
- 8. SUSPENSION:** Upper and Lower Control Arms; Control Arm Shafts and Bearings or Bushings; Thrust Rods and Bushings; Upper and Lower Ball Joints; Radius Arm and Bushings; Torsion Bars, Mounts and Bushings; Stabilizer Bar, Links and Bushings; Struts; Strut Bearing Plates; Spindle and Spindle Support; Wheel Bearings; Panhard Bar; Track Bar; Suspension Bumpers; Leaf Springs; Leaf Spring Shackles and Hardware; Load Assist Shocks; Shocks; Load Assist Springs; and Coil Springs; Tension Struts and Bushings; Radius Arms and Bushings; Steering Knuckles and Spindles.
  - a. Variable Dampening Suspension: Compressor; Control Module; Dampening Actuator; Solenoid; Struts; Height Sensor; and Mode Selector Switch.
- 9. BRAKES:** The following ABS Parts: Electronic Control Processor; ABS Electronic Control Unit; Wheel Speed Sensors and Exciters; ABS Proportioning Control Valves; Hydraulic Pump/Motor Assembly; Pressure Modulator Valve/Isolation Dump Valve and Accumulator; Master Cylinder; Power Brake Cylinder; Vacuum/Hydro Assist Booster; Vacuum Pump; Disc Brake Caliper; Wheel Cylinders; Compensating Valve; Brake Hydraulic Lines and Fittings; Brake Pedal Assembly; Equalizer and Distributing Valves; Parking Brake Assembly; Hydraulic Control Unit; Hydraulic Trailer Brake Assembly and its Components.
- 10. ELECTRICAL:** Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive; Wiring Harness; Computerized Timing Control Unit; Electronic Ignition Module; Crank Angle Sensor; Knock Sensor; Ignition Switch; Ignition Switch Lock Cylinder; Back Up Camera and Sensors; Front and Rear Window Wiper Motor, Washer Pump; Power Seat Motors; Power Window Motor; Window Regulator; Electric Driver and Passenger Door Lock Actuators; All Manually Operated Switches; Manual Heater/A.C. Control Head; Horns; Auxiliary Power Supply Wiring; Exterior Cab Lighting; Oil Pressure Sending Unit; Auxiliary Fuel Tank Switching Unit and Switch; and O-2 Sensors; and Relays.
- 11. Air Conditioning:** Condenser; Compressor, Compressor Clutch and Pulley; Air Conditioning Lines and Hoses; Evaporator; Idler Pulley and Bearings; High/Low Compressor Cut-off Switch; Expansion Valve; Pressure Cycling Switch; Accumulator/Receiver Dryer; Orifice Tube; Metal Lines; Serpentine Belt Tensioner; Blower Motor and Fan; Heater Core; Heater Control Valve; Control



Cables; Ducts; HVAC Case and Plenum Doors; Electronic AC Vents; Blower Motor Resistor; Condenser Cooling Fan Motor; Manual Climate Control Head; Oil and Refrigerant (if required in connection with the repair of a covered part).

12. **FUEL:** Fuel Injectors; Fuel Pump; Fuel Sender Assembly; Waste Gate; Intercooler; Supercharger Pulley; Fuel Pressure Regulator; Fuel Tank.; Fuel Lines; High Pressure Pump; Lift Pump; Throttle Body; Throttle Cable; Linkage and Accelerator Pedal Assembly.
13. **COOLING:** Engine Cooling Fan, Relay and Motor; Fan Clutch; Fan Shroud; Fan Blades; Belt Tensioner; Radiator; Heater Core; Thermostat; Hot Water Valve; Engine Oil Cooler; Cooler Lines and Fittings; Coolant Recovery Tank; and Active Grill Shutter.
14. **SAFETY RESTRAINT SYSTEMS:** Airbags, Impact Sensors, Clock Springs, Safety Belts, Anchor Tensioner and Latch, Passenger Presence System, Occupancy Sensors, Inflator Modules and Restraint Sensing Module.
15. **HYBRID ELECTRIC VEHICLE COVERAGE:** Power Inverter Assembly; Drive Motor Assembly; Generator Assembly; Hybrid Cooling System Blower Motors and Pumps; Hybrid System Stator and Rotor; and all Hybrid System Control Units and Sensors.
16. **BODY HARDWARE:** Bumper Impact Absorbers; Hood and Trunk Latches and Cables; Hood and Trunk Hinges and Springs or Torsion Bars; Hood and Trunk Hydraulic Lift Supports; Door Hinges; Door Handles; Glove Box Lock Assembly; Ignition Lock Assembly; Manual Seat Track Assembly; and Door Jamb Switches.
17. **UTILITY PACKAGE:** Step Bumpers and their mounting brackets; spare tire carrier or swing arm, latch, and lock; swing away mirror (does not include mirror glass breakage); bed liner; tailgate handles, locks, hinges, latches, and cables; tool storage boxes; interior storage racks; skid plates; tow and cargo tie-down hooks; power winch motor, controller and wire harness; power winch roller; brush and headlight guards; trailer hitch receiver, insert, and plug receptacle; Auxiliary Fuel Tank and Switch Over Valve; and Power Running Board Motor, Brackets, Hinges.

#### PLATINUM EXCLUSIONARY COVERAGE

We will pay or reimburse You for reasonable cost to repair or replace any **Breakdown** of all parts, listed in the **Coverage Schedule** and any other parts except for those items listed in the **Exclusions** Section of this **Contract**.

#### ADDITIONAL BENEFITS

**EV Intrusion Vehicle Benefit** – In the event **Your Vehicle** is determined to be **Hacked**, **We** will reimburse up to \$1,000 to reset the **Covered Vehicle** to the manufacturer's original factory settings. This benefit only applies to electric vehicles (EV) vehicles.

**Trip Interruption** - In the event a **Breakdown** covered by this **Contract** 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 hotel and restaurant expenses, up to two hundred dollars (\$200) per day for a maximum of five (5) days (Total benefit per occurrence of one thousand dollars (\$1,000)). No Deductible will apply to this benefit. Trip Interruption not available to residents of CA and WA.

**Rental Car Allowance** - In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement vehicle (from a licensed rental agency) or for alternate public transportation while **Your Vehicle** is at a Licensed Repair Facility. **Coverage** will be provided to **You** on the following basis, up to a maximum of seventy-five dollars (\$75) for every eight (8) labor hours, or portion thereof, of applicable labor time required to complete the repair, up to a maximum of five hundred twenty-five dollars (\$525) for each repair visit. This **Coverage** does not apply to the time waiting for parts, services, weekends, or other delays beyond the control of the repair facility or the **Administrator**. However, an additional three (3) days of rental Coverage applies in the event of a parts delay when an internal repair or replacement is performed on a major component (Engine, Transmission, Drive Axle). This coverage is not provided for delays due to Repair Facility scheduling or for repairs not covered by this **Contract**. No Deductible will apply to this benefit.

#### SURCHARGES

**NOTE: Available ONLY if selected at the time of purchase and is shown on Page 1 of this Contract.**

**Commercial Use:** If Page 1 shows that **You** purchased the **Commercial Use** Coverage, **You** have Coverage in accordance with the applicable terms of this **Contract** even when the **Vehicle** is utilized for **Commercial Use** as defined in "**DEFINITIONS**". This surcharge is mandatory as it applies.

**Emissions:** If Page 1 shows that **You** purchased the Emissions Coverage option, **You** are covered for the following otherwise excluded parts: Vapor and Emission Canisters; Positive Crankcase Ventilation Valve; and Exhaust Systems (including Smog Pumps, Catalytic Converter, Muffler, and Exhaust Pipes); Spark Plug Wires; Spark Plug Boots and Connectors; Gas Cap.

**Lifted/Lowered/Oversized Tires:** If Page 1 shows that **You** purchased the Lifted/Lowered/Oversized Tires Option **You** are covered for the following. This option must be selected at time of sale for **Vehicles** already equipped with oversized tires and wheels and/or body or suspension lift kits (parts used to lift a vehicle or its suspension). The maximum increase for a lifted **Vehicle** cannot exceed eight (8) inches and the tire size cannot exceed thirty-eight (38) inches. **Vehicles** only modified with oversized tires or oversized wheels cannot exceed six (6) inches larger than the manufacturer recommended size (example: manufacturer stock wheel size is 18". The maximum wheel size allowed would be 24"). Any **Vehicle** modified outside these specifications will not be covered. For Lowered **Vehicles** the height reduction cannot exceed two (2) inches and the tire size must meet the manufacturer's recommended size. Lowered vehicles must be able to be aligned within the manufacturer's alignment specifications. Any **Vehicle** modified outside these specifications will not be covered. (See Exclusions)

**Salvage/Rebuilt/Grey Market Vehicle\*:** If Page 1 shows that **You** have selected the Salvage/Rebuilt/Grey Market Vehicle coverage option, **Your Covered Vehicle** is covered based on the requirements and terms of this **Contract** for a **Vehicle** that has a **Salvage** or **Rebuilt** title or is a **Grey Market Vehicle**. This surcharge is mandatory for these **Vehicle** types.

**\*This Option is not available on any Vehicle that is Not Actual Mileage (NAM), or has been branded for flood, fire, or saltwater damage.**

**Seals and Gasket Coverage:** If Page 1 shows that **You** purchased the Seals and Gaskets option (available for **Vehicles** with more than 150,000 miles on the odometer at the time of sale), **You** are covered for the following: Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants, and fluids.

**Snowplow Coverage:** If Page 1 shows that **You** purchased the Snowplow option, this **Contract** will provide **Coverage** if **Your Vehicle** is used for snow removal, provided **Your Vehicle** is properly equipped for such use and is not used commercially (unless appropriate surcharge is marked on Page 1). This coverage is only available as it applies to the **Covered Vehicle** and does not include the snowplow and or related components.

**Subsequential Damage Plus:** If Page 1 shows that **You** have purchased the Subsequent Plus **Coverage** option, **You** are covered for the otherwise excluded items; Brake Pads or Rotors needed due to a Caliper failure; Brake Shoes that are needed due to saturation from an Axle Seal failure; Spark Plugs needed due to Coil failure; Brackets for Radar Sensors; Wheel Speed Sensors that break during Hub replacement; Interior Carpet that becomes saturated due to a Heater Core leak.

#### ELECTRIC VEHICLE MAINTENANCE BENEFIT

If Page 1 shows that **You** purchased the EV Maintenance option, this **Contract** will provide **You** with the additional maintenance benefits outlined below:

**Electric Vehicle Maintenance Benefits** must be performed by a Licensed Repair Facility to be eligible for reimbursement under this **Contract**. Benefits require pre-authorization from the **Administrator** and will only be Paid directly to the Licensed Repair Facility. Verifiable Receipts are mandatory for reimbursement for all Maintenance Benefits provided by this **Contract**. Each service covered under **Electric Vehicle Maintenance Benefits** has a one-time use per life of this **Contract**.

1. **AC Filter:** Provides a one-time replacement of an A/C Filter
2. **Brake Fluid Flush:** Provides a one-time Brake Fluid Flush. **You** must have **Your Vehicle's** brake fluid flush service performed in accordance with the manufacturer's recommendations as outlined in the Owner's Manual.
3. **Brake Pads:** Provides a one-time replacement of Brake Pads, when deterioration is past the Original Equipment Manufacturer's specified tolerances.
4. **Brake Rotors:** Provides a one-time replacement of Brake Rotors, when deterioration is past the Original Equipment Manufacturer's specified tolerances.
5. **Cabin Air Filter:** Provides a one-time replacement of a Cabin Air Filter.
6. **Coolant Flush:** Provides a one-time Coolant Flush. **You** must have **Your Vehicle's** coolant flush service performed in accordance with the manufacturer's frequency recommendations, as outlined in the Owner's Manual.
7. **Front Wiper Blades and Fluid:** Provides a one-time replacement of one (1) set of front windshield Wiper Blades when deterioration is beyond the OEM's specified tolerance.
8. **HEPA Filter:** Provides a one-time replacement of a HEPA Filter.
9. **Rear Wiper Blade and Fluid:** Provides a one-time replacement of one (1) rear Wiper Blade when deterioration is beyond the OEM's specified tolerance.
10. **Wheel Alignment:** Provides a one-time Wheel Alignment. **You** must have **Your Vehicle's** Wheel Alignment service performed in accordance with the manufacturer's frequency recommendations, as outlined in the Owner's Manual.
11. **12V Lead-Acid Battery:** Provides a one-time replacement of a failed 12V Lead-Acid Battery when deterioration is beyond the OEM's specified tolerance.

#### Emergency Roadside Assistance Benefit

1. **24-Hour Emergency Roadside Assistance Benefit:** If **Your Vehicle** is disabled (non-accident) and this Agreement is in effect, 24-hour sign & drive roadside service is available within United States of America or Canada by calling 1-866-693-6582. For sign & drive services, **You** must dial toll free 1-866-693-6582. Please provide the dispatcher with the last 8 characters of **Your VIN** or **Your** Agreement number. **You** are entitled to one (1) like service below per seventy-two (72) hours. Services available to **You** (subject to the terms outlined below) at no cost, include tire service, battery jumpstart, delivery service, and lockout. If the cost of the services rendered exceeds the benefit amount, **You** will be requested to pay the difference at the time of service. **Important: Please be with Your Vehicle when the service provider arrives, as they cannot service an unattended vehicle.**
  - a. **Battery Service:** If **Your Vehicle's** battery can be jumped, the Service Provider will attempt to start the **Covered Vehicle** with a booster battery. This service may NOT be available in all regions and/or for all Electric Vehicle makes and models. If this service is NOT available in **Your** region and/or for **Your Vehicle**, **We** will arrange to have **Your Vehicle** towed to the nearest charging station. The maximum benefit allowance for **Towing Service** is two hundred dollars (\$200).
  - b. **Delivery Service:** **We** will cover the cost of delivering needed for fuel, oil, fluid, or water to **Your Covered Vehicle** at the disablement location. There is a maximum of two (2) gallons of fuel. **You must pay the cost of the actual oil and fluids.**
  - c. **Locksmith Services:** If keys are locked inside the **Covered Vehicle**, a locksmith will be dispatched for services. Key cutting/replacement is extra and must be paid by **You**. Lost Key coverage is not available in California or Kansas.
  - d. **Tire Service:** The changing of flat tire of the covered **Vehicle** with the **Vehicle's** good inflatable spare. If **You** do not have a good spare, **Towing Service** will be provided.
  - e. **Towing Service:** **We** will dispatch a service vehicle to the **Covered Vehicle**. **We** will tow **Your Covered Vehicle** up to fifty (50) miles or less to the **Seller** (provided the **Seller** has vehicle repair capabilities) or the nearest Licensed Repair Facility. Tow will be by an approved towing method (i.e. flat bed, tow dolly) up to fifty (50) miles not to exceed two hundred dollars (\$200). Any costs for tolls must be paid by **You**.
2. **Reimbursement for Customer Contracting Services:** 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. Maximum reimbursement for any covered services contracted for and by **You**, is strictly limited to fifty (\$50) dollars for non-towing roadside assistance services listed above or two hundred dollars (\$200) for **Towing**. **You** must send **Your** original receipted roadside bills to: Customer Service, 13901 Midway Rd, Suite 102-429, Dallas, TX 75244-4388 or email **Your** receipts to team3@vas.claims for processing of reimbursement.

The following items are not included as part of the **Emergency Roadside Assistance Benefit:** a. repeated service calls for covered

Vehicle in need of routine maintenance repair, b. vehicle storage charges, c. towing at the direction of a law enforcement officer related to traffic obstruction, impoundment, abandonment, illegal parking, unlicensed, unattended, other violations of law, d. cost of installing, repairing, removing of chains or snow tires, or the shoveling of sand or snow, or, e. towing for accident or vandalism events. Services are not available in areas where state providers are exclusively utilized on certain tollways, highways, and freeways. Service is not covered for collisions or vandalism. **Customers in California see Special State Requirements/Disclosure Section for reimbursement instructions.**

#### EXCLUSIONS

**Unless expressly provided herein, Coverage is not provided under this Contract:**

- A. For any part not specifically listed in the Coverage Schedule, Silver, Gold, or Platinum Coverage, any of the following parts: carburetor, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, glass, lenses, sealed beams, light bulbs, fuses, circuit breakers, cellular phones, game centers, heads up displays on windshields (whether or not related to touch screen and/or voice activated accessories), any pixel damage on display screens, electronic transmitting/receiving devices (unless listed as specific covered parts), remote control consoles, radar detection devices, brake rotors and drums, electric vehicle supply equipment (EVSE), including wall charger units; charging cords; batteries (except for electric vehicle high voltage batteries/traction batteries); all exhaust components (unless appropriate surcharge is selected at time of purchase and shown on Page 1, and only as listed under Emissions Coverage in the Surcharges section), and the following emission components (unless appropriate surcharge is marked on Page 1 and only as listed under Emissions Coverage in optional surcharge section): EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, catalytic converter/ filtering/sensors, emission vapor sensors, gas cap/filler neck, weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, hardware or linkages, tires, wheels/rims. External nuts, bolts and fasteners are not covered unless specifically listed in the Coverage Schedule (except where required in conjunction with a covered repair).
- B. For maintenance services and parts described in Your Vehicle's owner's manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (unless listed as specific covered parts), drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids, and refrigerants will be covered only if replacement is required in connection with a Breakdown (unless appropriate surcharge is selected at time of purchase and shown on Page 1).
- C. For any damage and/or Breakdown resulting from collision, road hazard, fire, theft, vandalism, riot, acts of terrorism, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water, or flood, acts of God, salt, environmental damage, chemicals, contamination of fluids, fuels, coolants, or lubricants.
- D. For any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle, or improper servicing or repairs subsequent to purchase. For any Breakdown caused by sludge build-up resulting from Your failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or Breakdowns caused by fuels containing more than 10% Ethanol (if the engine was not manufactured for this fuel mixture), or failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure.
- E. For any Breakdown or damage due to overcharging; jump starting; allowing a high voltage drive battery to reach zero or near zero; exposing the vehicle to temperatures above 118° degrees Fahrenheit over 24 hours or negative thirteen degrees (-13°) Fahrenheit for over seven (7) days; use of any charger not recommended by the manufacturer. Damage or malfunction caused by or resulting from improper charging of the high voltage system; damage or malfunctions caused by or resulting from improper storage or handling of the high voltage covered vehicle; high voltage drive batteries with severe degradation. Severe degradation is considered as a decline in drive battery capacity which is 30% larger than the normal degradation as outlined by the manufacturer and under normal weather conditions. A high voltage drive battery repair or replacement is to return the Covered Vehicle to an operational condition appropriate to the age and mileage of the Covered Vehicle.
- F. For any repair or replacement of any covered part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer. Any part that a repair facility or manufacturer recommends or requires that it be replaced or repaired, or is an update, and is not a Breakdown, is Your responsibility and expense.
- G. For any loss or expense that is a direct result of a mechanical or structural defect for which a manufacturer has announced a recall or other announcement for the purpose of correcting a defect, or the repair of any part covered by the Federal Emission Warranty, whether collectable or not.
- H. If any alterations have been made to Your Vehicle or You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to, the failure of any custom or add-on part, all frame or suspension modifications, lift kits (unless appropriate surcharge is selected at time of purchase and shown on Page 1. Not to exceed 8-inch combined lift), any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4% (unless appropriate surcharge is selected at time of purchase and shown on Page 1) and not to exceed the maximum tire height and the maximum tire width allowed by the lift kit manufacturer), lowering kits (unless appropriate surcharge is selected at time of purchase and shown on Page 1) Vehicles cannot be lowered more than two (2) inches and must also be able to be aligned within the manufacturer's alignment specifications, trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.
- I. If, while owned by You, Your odometer has ceased to operate and odometer repairs have not been made within thirty (30) days, or the odometer has been altered in any way subsequent to purchase of this Contract.
- J. Any vehicle that is reconstructed from salvage, declared a total loss, is a manufacturer or dealer buyback (buyback condition must be corrected prior to vehicle sale); declared a lemon (unless appropriate surcharge is selected at time of purchase and is shown on Page 1); has the vehicle identification number changed or altered; or if the original manufacturer's warranty has been voided for any reason.
- K. Any vehicle not originally manufactured to be sold in the United States of America (U.S.) meeting U.S. specifications, commonly known as a Grey Market Vehicle (unless appropriate surcharge is selected at time of purchase and shown on



Page 1).

- L. For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle described in this Contract, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other consequential loss (except as may otherwise be provided under the Coverage Schedule), including any Consequential Damage to a non-covered part that results from a Breakdown. Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of your Approved Vehicle, loss of time, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your Approved Vehicle is expressly excluded.
- M. When the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties, or a repairer's guarantee/warranty (regardless of manufacturers or repairer's ability to pay for such repairs). Further, Coverage under this Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.
- N. If Your Vehicle is used for towing (unless Your Vehicle is equipped with factory installed or factory authorized tow package), or is used as a Commercial unit (unless appropriate surcharge is selected at time of purchase and shown on Page 1 and only as defined under "Definitions", "Commercial Use"), or is used for snow removal (unless appropriate surcharge is selected at time of purchase and shown on Page 1, Snowplow Coverage is only available for the Covered Vehicle and does not include the snow plow or its components), rental, taxi, limousine or shuttle, towing/wrecker service, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing or competitive driving. Rideshare is not considered Commercial Use as defined by this Contract.
- O. For any Pre-existing condition or for any Breakdown occurring before Coverage takes effect or prior to the Contract Purchase Date, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate. For Contracts sold after the Vehicle Purchase Date unless the Vehicle had any original full factory warranty remaining on the Contract Purchase Date.
- P. For Breakdowns that occur and/or repairs made outside of the United States of America and Canada.
- Q. For Diagnostic and/or Teardown procedures that are not listed or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.
- R. Any environmental surcharges, waste disposal fees, shop supplies, and other similar miscellaneous charges, such as, but not limited to shop towels, cleaners, or silicone sprays.
- S. For any breakdown caused by or damage from viruses, bugs, malware, ransomware, adware, spyware, trojan horse, or the installation of software, peripherals, or other attachments not recommended by the manufacturer, excluding the Coverage provided as outlined in the EV Intrusion Vehicle Benefit Section.
- T. We shall not be responsible for any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

#### GENERAL PROVISIONS

- A. **CHANGES:** This Contract contains ALL of the agreements between You and Us. Any alterations to this Contract will make it VOID and no claims will be paid. In that case, see **TERMINATION / CANCELLATION OF YOUR CONTRACT** Section.
  - B. **FINANCIAL AGREEMENTS:** If this Contract was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this Contract for any reason including repossession of Your Vehicle, or total loss of Your Vehicle. Failure to make monthly payments in a timely manner may result in cancellation of this Contract and no refund will be due and no claims will be approved.
  - C. **OBLIGATIONS:** This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Contract. Our obligations under this Contract are insured under a contractual liability insurance policy issued by Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, OK 74133. If You have not received payment of a claim within sixty (60) days after proof of loss has been filed, You may make a direct claim against Old Republic Insurance Company (Tulsa Branch Office) by calling toll free (800) 331-3780.
  - D. **LIMITS OF LIABILITY:**
    - a. Per Repair Visit - Our liability for any one (1) Repair Visit shall in no event exceed the Covered Vehicle's Actual Cash Value as determined immediately prior to Breakdown of Your Vehicle, as listed in the NADA Used Car Guide and in Average condition (Less an additional 30% for Salvage or Rebuilt Covered Vehicles with appropriate surcharge).
    - b. Aggregate - The total of all claims and benefits paid or payable while this Contract is in force shall not exceed the price You paid for Your Vehicle (excluding tax, title and license fees).
- NOTE:** The established value of the Vehicle does not take into consideration the cost of repairs and no deduction for the cost of repairs is to be taken from the published value.
- E. **LIENHOLDER ENDORSEMENT:** If You financed the Covered Vehicle, and so long as the Lienholder is the Legal Owner or the Lessor, then the protection and termination provisions provided to You by this Contract shall accrue to the Lienholder in the event of repossession, total loss, or possession by other means.
  - F. **OUR RIGHT TO RECOVER PAYMENT:** If We pay anything under this Contract and You have a right to recover from another party, Your rights will become Our rights, up to the amount We paid. You must do whatever is reasonably necessary to enable Us to enforce these rights of recovery.
  - G. **REPLACEMENT:** Replacement shall be made with parts of like kind and equivalent quality, which may include remanufactured, used, refurbished, reconditioned, or non-original manufacturer's parts.
  - H. **RENEWABLE COVERAGE ALL VEHICLE SERVICE CONTRACTS MAY BE REPLACED UPON EXPIRATION IN ACCORDANCE WITH THE GUIDELINES OUTLINED HEREIN. THE REQUEST FOR REPLACEMENT MUST BE MADE AT LEAST 30 DAYS AND/OR 1,000 MILES PRIOR TO THE EXPIRATION OF THE VEHICLE SERVICE CONTRACT IN ORDER TO QUALIFY FOR A REPLACEMENT CONTRACT. THE VEHICLE MUST MEET THE THEN CURRENT UNDERWRITING GUIDELINES RELATIVE TO THE VEHICLE ELIGIBILITY AND COVERAGE AVAILABILITY. A FULL MECHANICAL INSPECTION OF THE VEHICLE MAY BE REQUIRED. IF ALL THE ABOVE CRITERIA ARE MET, THE SELLER MAY ISSUE A REPLACEMENT VEHICLE SERVICE CONTRACT. A VEHICLE SERVICE CONTRACT MAY BE ISSUED SUBJECT TO THE PAYMENT OF THE AMOUNT DUE ON THE**



**TYPE OF VEHICLE BEING COVERED, FOR THE PLAN PURCHASED, PURSUANT TO THE THEN CURRENT RATES AND GUIDELINES.**

**I. TERMINATION / CANCELLATION OF YOUR CONTRACT:**

- a. **You** may cancel this **Contract** at any time, including when a loss of the **Vehicle** occurs or when **You** sell **Your Vehicle**. To cancel, **You** must submit a written request to the Issuing **Seller**. If **You** cancel this **Contract**, it will not be reinstated. An odometer or notarized statement indicating the odometer reading on the date of the request will be required.
- b. **We** may cancel this **Contract** for the non-payment or partial payment of this **Contract**, or for misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or **Your Vehicle** is found to be used as a **Commercial Vehicle** (unless appropriate surcharge is selected at time of purchase and shown on Page 1) as described in **Exclusion N**.
- c. If **Your Vehicle** and this **Contract** have been financed, the lienholder shown on Page 1 or the funding party referenced in Provisions Item B. **Financial Agreements** may cancel this **Contract** for non-payment, (except in the states of Nevada, Utah, Washington, and Wyoming), or if **Your Vehicle** is declared a total loss or is repossessed.
- d. If this **Contract** is cancelled by **You**, or **Us** within the first sixty (60) days of the **Contract Purchase Date** and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled by **You**, or **Us** after the first sixty (60) 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/miles selected and the date **Coverage** begins, less a seventy five dollar (\$75.00) administrative fee (unless state law provides otherwise). In the event of cancellation, the lienholder or funding party will be named on a cancellation refund check as their interest may appear.
- e. **We** shall issue all refunds payable to the **Seller**, lienholder or funding party based on the amount received by **Us** from the **Seller** or funding party. The **Seller** or funding party will refund the customer based on the customer's total **Contract** charge. In the event the **Seller** or funding party cannot issue refund to the customer due to bankruptcy, insolvency, or otherwise is out of business, **We** shall issue the refund to the customer based on the customer's total **Contract** charge.
- f. In the event of cancellation by **You**, the lienholder shown on Page 1, or the funding party, any refunds owed will be paid or credited within thirty (30) days of the date that **We** or **Our** designee receives notice of the request to cancel. If this **Contract** is cancelled by **Us**, any refunds owed will be paid or credited within thirty (30) days of the effective date of cancellation.

**J. TERMS OF CONTRACT CONFORMED TO STATUTE:** Any terms of this **Contract** that are found to be in conflict with the statutes of the state in which this **Contract** was signed or the state in which **You** reside are hereby amended to conform to the minimum standards of those statutes.

**K. TRANSFER OF CONTRACT:**

- a. **Your Contract** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** while this **Contract** is still in force. This **Contract** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This **Contract** can only be transferred once and the transfer must be initiated by the original **Contract Holder**.
- b. To transfer, the following must be submitted to the Administrator within thirty (30) days of the change of ownership to a subsequent individual purchaser:
  - A completed transfer form (can be obtained by logging on to [www.warrantysolutions.co](http://www.warrantysolutions.co), or by emailing a request to [SelectAdmin@amyntagroup.com](mailto:SelectAdmin@amyntagroup.com)); with
  - Name and Address of new owner, date of sale to new owner, current mileage; and
  - \$75.00 Transfer Fee (\$40.00 Florida and \$25.00 Nevada) made payable to the Administrator.
- c. Any remaining manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work which the new owner has performed in accordance with the Required Maintenance of this **Contract**. If necessary, these documents will be verified by the Administrator.

**PRIVACY AND DATA PROTECTION**

- A. **You** agree that **We** may collect and process data on **Your** behalf when **We** provide the services under this **Contract**.
- B. **We** may transfer **Your** data to affiliated companies or third-party servicer to assist in fulfilling a transaction **You** requested; service the product **You** purchased; investigate or process claim(s); or detect or prevent fraud or determine eligibility under the **Contract**.
- C. **We** do not share **Your** non-public personal information, except as permitted by law.
- D. **We** will comply with applicable privacy and data protection laws in **Your** specific jurisdiction. Unless specifically prohibited by **Your** jurisdiction's privacy and data protection laws, **We** may transfer **Your** information to other countries and jurisdictions provided that anyone to whom **We** transfer **Your** information provides an adequate level of protection.
- E. **Your** nonpublic personal information may be accessed by regulatory and law enforcement, or as otherwise permitted or required by law.
- F. If **You** have any questions pertaining to **Our** privacy policy, please contact [privacy@amyntagroup.com](mailto:privacy@amyntagroup.com).

**ARBITRATION PROVISION**

**ARBITRATION PROVISION: READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

As used in this provision, "**You**" and "**Your**" means the person or persons named in this **Contract**, and all of his/her heirs, survivors, assigns and representatives. And "**We**" and "**Us**" shall mean the Obligor identified on Page 1 and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the sellers, licensees and employees of any of the foregoing entities.

Please read this arbitration provision ("**provision**") carefully. It affects **Your** rights.

Most customer concerns can be quickly and satisfactorily resolved by calling **WS Aftermarket Services Corporation** at (800)723-6036. In the unlikely event that **Your** matter is not resolved or if **We** have been unable to resolve a dispute **We** have with **You** after attempting to do so informally, **You** and **We** each agree to resolve those disputes through binding arbitration or small

claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court, it uses a neutral arbitrator instead of a judge or jury, it allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief as a court. Any arbitration under this Contract will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed seventy-five thousand (\$75,000) dollars, We will pay all costs of arbitration. Moreover, in arbitration You are entitled to recover attorneys' fees to at least the same extent as You would in court. In addition, under certain circumstances (explained below), We will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) twice his/her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what We have offered You to settle the dispute.

#### **ARBITRATION Contract**

1. We and You agree to arbitrate all disputes and claims that arise with respect to the other. This Contract to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
  - claims arising out of or relating to any aspect of the relationship, whether based in Contract, tort, statute, fraud, misrepresentation or any other legal theory;
  - claims that arose before this or any prior contract (including, but not limited to, claims relating to marketing);
  - claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and
  - claims that may arise after the termination of this Contract.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration Contract does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf.

You agree that, by entering into this Contract, You and We are each waiving the right to a trial by jury or to participate in a class action. This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This provision shall survive termination of the Contract.

2. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("Notice"). The Notice to Us should be addressed to: Legal Dept., WS Aftermarket Services Corporation, P.O. Box 959, Bedford, TX 76095 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If We and You do not reach an agreement to resolve the claim within 30 days after Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We is entitled. You may contact us to obtain a form to initiate arbitration.
3. After We receive notice at the Notice Address that You have commenced arbitration, We will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than seventy-five thousand \$75,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Contract, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Contract. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county of Your billing address. If Your claim is for ten thousand (\$10,000) dollars or less, We agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds ten thousand (\$10,000) dollars, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided herein, We will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (under the standards set forth in Federal Rule of Civil Procedure 11(b)), payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by Us that are otherwise Your obligation under the AAA Rules. In addition, if You initiate an arbitration in which you seek more than seventy-five thousand (\$75,000) dollars in damages, payment of these fees will be governed by the AAA rules.
4. If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of the last written settlement offer made by Us before an arbitrator was selected, We will:
  - pay You the amount of the award or ten thousand (\$10,000) dollars ("the alternative payment"), whichever is greater; and
  - pay Your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration ("the attorney premium").

If We did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

5. The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys' fees or costs. Although under some laws We may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, We agree that We will not seek such an award.
6. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR/OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If this provision is found to be unenforceable, then the entirety of this provision shall be voidable.

7. **Notwithstanding any provision in this Contract to the contrary, We agree that if We make any future change to this provision (other than a change to the Notice Address) during Your Contract, You may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.**

#### **SPECIAL STATE REQUIREMENTS / DISCLOSURES**

The following Special State Requirements and/or Disclosures apply if this Contract was purchased in one of the following states and supersede any other provision herein.

##### **ALABAMA**

No administrative fee will be charged if **We** cancel **Your Contract**. In the event **We** cancel this **Contract**, written notice will be sent to **You** last known address at least five (5) days prior to cancellation with the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is non-payment of the provider fee or material misrepresentation by the service **Contract Holder** to the provider relating to the covered property or its use.

If **You** cancel this **Contract** within sixty (60) days of the **Contract Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**.

An administrative fee not to exceed twenty-five dollars (\$25) will be charged for cancellations occurring after sixty (60) days, or if a claim has been filed.

##### **ALASKA**

**WARRANTY SOLUTIONS ADMINISTRATIVE SERVICES, INC. IS THE CONTRACT PROVIDER AND ADMINISTRATOR, P.O. BOX 1047, BEDFORD, TX 76095, (800)723-6036.**

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section - Items b. and d. are deleted and replaced with the following:

b. **We** may cancel this **Contract** for nonpayment of the **Contract** charge, **Your** conviction of a crime having as one of its necessary elements an act increasing a hazard covered by this **Contract**, discovery of fraud or material misrepresentation by **You** in obtaining this **Contract** or by **You** in pursuing a claim, discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this **Contract**, physical changes in the property covered by this **Contract** that result in the property becoming ineligible for coverage or substantial breach of duties by **You** relating to the **Covered Vehicle**. If **We** cancel this **Contract**, **We** will refund the entire **Contract** charge paid and **We** shall mail a written notice to **You** at the last known address held by **Us** at least five (5) days prior to cancellation, providing **You** with notice of a cancellation date and the reason for cancellation.

However, prior notice is not required if the reason for cancellation is non-payment of the **Contract** charge or fraud or a material misrepresentation by **You** in obtaining this **Contract** or by **You** in pursuing a claim under this **Contract**. If **We** cancel this **Contract**, no administrative fee will be charged. A penalty of ten percent (10%) of the unearned provider fee per month shall be added to a refund not paid or credited within forty-five (45) days after the effective date of cancellation by **Us**, for each month the refund remains unpaid.

d. If this **Contract** is cancelled by **You**, **Us**, or the lienholder within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. A penalty of ten percent (10%) of the full provider fee per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to **Us** for each month the refund remains unpaid. If this **Contract** is cancelled after the first sixty (60) 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 an administrative fee not to exceed seven point five (7.5) percent of the unearned **Contract** purchase price or seventy-five dollars (\$75), whichever is less. The total amount of all authorized claims will be deducted from all refunds. A penalty of ten percent (10%) of the unearned provider fee per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to **Us** for each month the refund remains unpaid. In the event of cancellation, the funding party, if any, will be named on a cancellation refund check as their interest may appear.

Arbitration is voluntary and non-binding in Alaska.

##### **ARIZONA**

**WARRANTY SOLUTIONS ADMINISTRATIVE SERVICES, INC. IS THE CONTRACT PROVIDER AND ADMINISTRATOR, P.O. BOX 1047, BEDFORD, TX 76095, (800)723-6036.**

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows: **You** may also cancel this **Contract** by returning it to the **Administrator**, Warranty Solutions Administrative Services, Inc. The administrative fee for cancellation is changed so that the administrative fee is the lesser of seventy-five dollars (\$75.00) or no more than ten percent (10%) of the gross amount paid by **You**.

**We** may cancel this **Contract** for non-payment of the **Contract** charge, or for **Your** misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified by **You** in a manner not recommended by the manufacturer after the **Contract** start date, or **Your Vehicle** is found to be used as a **Commercial Vehicle** and the applicable surcharge has not been marked on Page 1 and payment has not been received for this surcharge.

Only those failures related to maintenance and alterations made to **Your Vehicle** after the **Contract** start date are excluded as noted in **EXCLUSION D, E, F and N. EXCLUSION J.** does not apply to Arizona residents.

The **Arbitration Provision** does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, **You** may contact the Arizona Department of Insurance and Financial Institutions (DIFI) at 100 North 15th Avenue, Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs.

##### **ARKANSAS**

If **You** cancel this **Contract** within sixty (60) days of the **Contract Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**. A cancellation fee not to exceed fifty dollars (\$50) will be charged for cancellations occurring after sixty (60) days, or if a claim has been filed.

##### **CALIFORNIA**

**TAG WARRANTY CORP. IS THE CONTRACT PROVIDER AND ADMINISTRATOR, P.O. BOX 959, BEDFORD, TX 76095, (800)723-6036.**

California License #0H18143.

**Performance to You under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within 60 days after your request. The name and address of the insurance company is: Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, OK 74133, (800) 331-3780. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)).**

The first paragraph in section **THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT** is deleted and replaced with the following:



Properly Maintain **Your Vehicle** and KEEP THE RECEIPTS – This **Contract** is only valid if **Your Vehicle** has been maintained in accordance with the manufacturer’s specifications. Keep copies of all receipts (oil changes, lubrication, etc.), as proof of maintenance may be requested when You file a claim. SEE SECTION: “**REQUIRED MAINTENANCE**” for specific **maintenance requirements**.

**DEFINITIONS:** The definition of **Breakdown** is deleted and replaced with the following: **Breakdown** means the failure of a covered part under normal service due to defects in material or workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. The definition of **Pre-existing** is deleted and replaced with the following: **Pre-Existing** means existing prior to the **Contract Purchase Date** as shown on Page 1 of this Service **Contract**.

**We** cannot deny a claim solely based on Your inability to provide evidence to Our satisfaction that maintenance services have been performed.

An odometer statement indicating the odometer reading on the date of the request for cancellation will be required.

**TERMINATION / CANCELLATION OF YOUR CONTRACT (b)** is deleted and replaced with the following: **If We cancel this Contract the cancellation refund will be paid within thirty (30) days of the cancellation and a notice of cancellation will be mailed to You listing the reason for cancellation. The Contract ceases to be valid no less than five (5) days after the postmark date of such notice and provide the specific grounds for cancellation or in the case of misrepresentation, the specific nature of the misrepresentation. If We cancel this Contract within sixty (60) days, the entire Contract price will be refunded, less any claims paid or approved for payment prior to the cancellation date, and We will mail the written notice of cancellation to You before the 61st day. After sixty (60) days, We may only cancel this Contract for non-payment, fraud or material misrepresentation. If We cancel this Contract after sixty (60) days, We will refund an amount of the Contract price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date Coverage begins. If We cancel this Contract, no administrative fee will be charged. In the event of cancellation, any claim filed and/or approved prior to the cancellation date will be honored and/or reviewed for Coverage under the terms of the Contract.**

**TERMINATION / CANCELLATION OF YOUR CONTRACT (c)** is deleted for California consumers.

**TERMINATION / CANCELLATION OF YOUR CONTRACT (d)** is deleted and replaced with the following: **If You cancel this Contract within sixty (60) days and no claims have been filed, the entire Contract charge will be refunded. If You cancel this Contract within sixty (60) days and have paid or approved claims, We will refund an amount of the Contract price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date Coverage begins. If You cancel this Contract after sixty (60) days, We will refund an amount of the Contract price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date Coverage begins, an administrative fee not to exceed the lesser of twenty-five dollars (\$25) or 10% of the Contract price charged will be charged.**

**TERMINATION / CANCELLATION OF YOUR CONTRACT (f)** is deleted and replaced with the following: **In the event of cancellation by You or Us, any refunds owed will be paid or credited within thirty (30) days of the date that We or Our designee receives notice of the request to cancel. If this Contract is cancelled by Us, any refunds owed will be paid or credited within thirty (30) days of the effective date of cancellation.**

Under the **Arbitration Provision** the following is added: This **Arbitration Provision** shall inure to the benefit of and be binding on You and Us following exhaustion of **Your** right to file claims with the Insurance Company and/or the California Department of Insurance (“DOI”) as specified in the **Obligations** section of this **Contract**. However, if **You** choose to forego **Your** right to file **Your** claims with the Insurance Company and the DOI, **You** waive those rights and this Provision will be enforced and binding. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. Reference to the Federal **Arbitration Act** in the **Arbitration Provision** of this **Contract** shall be replaced with the following citation: CAA (CCP § 1280 et seq). The reference to the class action waiver is hereby stricken from the ALL CAPS portion of the **Arbitration Provision** in this Contract. The choice of law for all California residents is California. The fee provision in the **Arbitration Provision** of this Contract shall be amended to include California Code of Civil Procedure, Title 9, Chapter 1 § 1284.3.

**EMERGENCY ROADSIDE ASSISTANCE BENEFIT** section is amended and replaced as follows: Reimbursement is not available for any like (same), or similar service within 72 hours of an original reimbursable event. In the event of a non-accident-related emergency and roadside assistance is needed, please secure service with a local roadside assistance provider. At the time of service, **You** must pay for the service in full and submit a request for reimbursement to **Us** within thirty (30) days of the date the service was performed. For reimbursement, please contact **Us** at 1-888-799-2919 for instructions on reimbursement or submit a copy of (1) this Agreement, (2) **Your** claim tracking number, and (3) invoices or receipts from the licensed emergency roadside provider that performed the service(s) to **Us** via email at NewLosses@ACMclaims.com.

#### COLORADO

**GENERAL PROVISIONS**, Item C. is amended to include the following: The policy for Old Republic Insurance Company contractual liability insurance policy number is T3-0015.

#### CONNECTICUT

Resolution of Disputes - In accord with CT Bulletin PC-90, a written complaint may be mailed to: State of Connecticut, Insurance Department, P O Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty **Contract**.

The **OBLIGATIONS** Section is amended as follows:

If a covered claim is not paid within sixty (60) days after proof of loss has been filed, file a claim directly with the Insurance Company at (800) 331-3780. Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with a sale price of \$3,000 but less than \$5,000

Provides coverage for 30 days or 1,500 miles, whichever occurs first.

Used vehicles with a sale price of \$5,000 or more

Provides coverage for 60 days or 3,000 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.

If **Your Vehicle** is being repaired for a **Breakdown** covered by the warranty plan, and the warranty plan expires during the repair, the warranty plan is extended until the repair is completed.



You may cancel this **Contract** if You return the **Covered Vehicle** or the **Covered Vehicle** is sold, lost, stolen, or destroyed.

If **We** cancel this **Contract** for non-payment, **We** must provide **You** with a written notice at least ten (10) days prior to cancellation at **Your** last known address, with the effective date for the cancellation and the reason for cancellation.

If **We** cancel this **Contract** for any other reason, **We** must provide **You** with a written notice at least thirty (30) days prior to cancellation at **Your** last known address, with the effective date for the cancellation and the reason for cancellation.

#### DISTRICT OF COLUMBIA

In the event **We** cancel this **Contract**, **We** must provide **You** with a notice of cancellation stating the reason with an effective date of cancellation at least five (5) days prior to cancellation unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by **You**. A ten percent (10%) of the **Contract** amount penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to Us. Any cancellation fee may not exceed the lesser of fifty dollars (\$50) or ten percent (10%) of the gross amount paid by **You**.

#### FLORIDA

**WARRANTY SOLUTIONS ADMINISTRATIVE SERVICES, INC. IS THE CONTRACT PROVIDER AND ADMINISTRATOR, P.O. BOX 1047, BEDFORD, TX 76095, (800)723-6036.**

**License #60079.**

The rate charged to **You** for this **Contract** is not subject to regulation by the Florida Office of Insurance Regulation. The definition of **Commercial Use** is deleted and replaced with the following:

**Commercial Use** – Means **Vehicles** used for Farming or Ranching, Route Work (excludes Snow Removal), Job-Site Activities, Service or Repair Work and Delivery of Goods. Usage must not exceed manufacturer's ratings and/or limitations and Vehicle cannot exceed 10,000 lbs. GVW.

**You** may also cancel this **Contract** by contacting the **Administrator**, Warranty Solutions Administrative Service, Inc., as shown above.

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section – Items b. and d. are deleted and replaced with: b. If **We** cancel this **Contract** within the first sixty (60) days, **We** will refund the entire **Contract** price, less any claims paid. No cancellation fee will be charged in the first sixty (60) days. After sixty (60) days the refund will be one hundred percent (100%) of the entire **Contract** price, according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, less any claims paid on the **Contract**. The refund calculation will be pro rata based upon days in a month or mileage elapsed since the purchase date of the **Contract**, whichever is greater. After this **Contract** has been in effect for sixty (60) days, it may be canceled by **Us** only for one of the following reasons: (1) There has been a material misrepresentation or fraud at the time of sale of the **Contract**; (2) **You** have failed to maintain the **Covered Vehicle** as prescribed by the manufacturer; (3) The odometer has been tampered with or disabled and **You** have failed to repair the odometer; or (4) For non-payment of premium, in which case **We** shall provide **You** notice of cancellation by certified mail. If the amount paid for this **Contract** was financed, and there is a balance owed, the refund may be made to the Lienholder. d. If **You** or the Lienholder cancel this **Contract** within the first sixty (60) days, **You** will be refunded the entire **Contract** price, less any claims paid. If, after sixty (60) days, this **Contract** is terminated by **You** or the Lienholder, **We** will return to **You** not less than ninety percent (90%) of the unearned pro rata premium, less any claims paid on the **Contract** and the 10% retained shall not exceed seventy-five dollars (\$75).

**The transfer fee is forty dollars (\$40).**

**Arbitration** is non-binding in the State of Florida. **Arbitration** proceedings shall be conducted in the county in which the consumer resides.

#### GEORGIA

**EXCLUSIONS** Section - Items D. and O. are deleted and replaced with the following:

**D. For any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle, or improper servicing or repairs subsequent to purchase. For any Breakdown caused by contaminants resulting from Your failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or Breakdowns caused by fuels containing more than 10% Ethanol (if the engine was not manufactured for this fuel mixture), or for any damage by or resulting from overheating regardless of the cause, or failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure.**

**O. For any Pre-existing condition known to You or for any Breakdown occurring before Coverage takes effect or prior to the Contract Purchase Date, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.**

Only those alterations made to **Your** Vehicle while owned by **You** are excluded as noted in **EXCLUSION H**. If the **Vehicle** and this **Contract** have been financed, the lienholder shown on the Page 1 and the funding party referenced in **General Provisions B**. Financial Agreements may cancel this **Contract** if the **Vehicle** is repossessed. In the event of a total loss or repossession the lienholder will be the sole payee.

**We** may cancel this **Contract** for non-payment of the **Contract** charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If this **Contract** is cancelled after the first sixty (60) days, **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. For cancellations within the first sixty (60) days, the entire **Contract** charge paid will be refunded and for cancellations after the first 60 days, the refund will be issued on a pro-rata basis. An administration fee not to exceed the lesser of 10% of the pro-rata amount or seventy-five dollars (\$75) will be applied if this **Contract** is cancelled by **You** after the first sixty (60) days. If **You** cancel the **Contract** within the first sixty (60) days, a 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after receipt of the cancellation request. If **You** have cancelled this **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the **Obligations** Section of this **Contract**.

The **Arbitration Provision** Section of this **Contract** is stricken in its entirety.

#### HAWAII

The definition of **Breakdown** means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. 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 25,000 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 50,000 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.

If **You** cancel this **Contract** within sixty (60) days of the **Contract Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**. If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address held by **Us** at least five (5) days prior to cancellation, providing **You** with notice of a cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is non-payment of the **Contract** charge or fraud or a material misrepresentation by **You** in obtaining this **Contract** or by **You** in pursuing a claim under this **Contract**.

#### IDAHO

THE DEFINITION OF "**WE, US, AND OUR**" USED FREQUENTLY THROUGHOUT THE **VEHICLE SERVICE CONTRACT** IS DEFINED AS WS AFTERMARKET SERVICES CORPORATION, P.O. BOX 959, BEDFORD, TX 76095, (800)723-6036.

. Notice - Coverage afforded under this **Contract** is not guaranteed by the Idaho Insurance Guaranty Association. A cancellation fee not to exceed fifty dollars (\$50) will be charged for cancellations occurring after sixty (60) days, or if a claim has been filed.

#### ILLINOIS

THE DEFINITION OF "**WE, US, AND OUR**" USED FREQUENTLY THROUGHOUT THE **VEHICLE SERVICE CONTRACT** IS DEFINED AS WS AFTERMARKET SERVICES CORPORATION, P.O. BOX 959, BEDFORD, TX 76095, (800)723-6036.

This **Vehicle Service Contract** provides no **Coverage** or Benefits for any repair or replacement of any covered part if a **Breakdown** has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a **Breakdown**.

If this **Vehicle Service Contract** is cancelled after sixty (60) days, the **Vehicle Service Contract** provider may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the **Vehicle Service Contract** price or fifty dollars (\$50).

#### INDIANA

This service **Contract** is not insurance and is not subject to Indiana insurance law.

**Your** proof of payment to the issuing **Seller** for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees Our obligations to **You**. If **We** fail to perform or make payment due under the service **Contract** within sixty (60) days after **You** request the performance or payment, **You** may request the performance or payment directly from the insurer that issued the provider's service **Contract** reimbursement policy, including any applicable requirement under the service **Contract** that the provider refund any part of the cost of the service **Contract** upon cancellation of the service **Contract**.

**EXCLUSIONS Section** - Item O. is deleted and replace with the following:

**O. For any Pre-existing condition known to You or for any Breakdown occurring before Coverage takes effect or prior to the Contract Purchase Date, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.**

**Arbitration** is not mandatory and is non-binding in the State of Indiana. **Arbitration** proceedings shall be conducted in the county in which the consumer resides.

#### IOWA

If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to Page 1 for the **Administrator's** address and toll-free telephone number. Iowa residents may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50319-1000, (515) 654-6600.

If **We** cancel the **Contract**, **We** shall mail a written notice of termination stating the effective date and reason(s) for cancellation to **You** fifteen (15) days prior to the date of the termination. **TERMINATION/CANCELLATION OF YOUR CONTRACT** Section – Item d., the \$50 administrative fee noted is deleted and replaced with an administration fee of 10% of the **Contract** purchase price or \$50, whichever is less. If **You** cancel this **Contract**, a ten percent (10%) penalty will be added each month to any refund not paid to the **Contract Holder** within thirty (30) days of the return of the service **Contract** to the Service Company.

#### LOUISIANA

The Motor Vehicle Service **Contract** is not insurance. The Motor Vehicle Service **Contract** is not regulated by the Department of Insurance. Any concerns or complaints regarding the Motor Vehicle Service **Contract** may be directed to the Attorney General.

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section – Item b. and d. the following is added: b. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Contract** to **Us**. d. If **We** cancel this **Contract**, **We** will mail written notice of cancellation to **You** at least 15 days prior to termination stating the effective date and reason for cancellation in the case of cancellations by **Us** that **were** not for nonpayment, a material misrepresentation, or a substantial breach of duties by **You** relating to the Vehicle or its use. a. If **You** cancel this **Contract** within the first thirty (30) days, the full price **You** paid for this **Contract** will be refunded, less a fifty-dollar (\$50) cancellation fee. If **You** cancel this **Contract** after the first thirty (30) days, **We** will refund to **You** an amount according to the pro-rata method reflecting the greater of the days in force or miles driven based on the term/miles selected and date **Coverage** begins, less a fifty dollar (\$50) cancellation fee. In the event of cancellation, the lienholder, if any will be named on a cancellation refund as their interest may appear.

#### MAINE

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows: An administrative fee not to exceed seventy-five dollars (\$75) or ten percent (10%) of the **Contract** charge, whichever is less, will be charged for cancellations occurring after sixty (60) days or if a claim has been filed. If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. If

**You** cancel this **Contract** within sixty (60) days of the **Contract Purchase Date**, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within 45 days after return of the service **Contract** to the provider. **TERMINATION / CANCELLATION OF YOUR CONTRACT** Section – The following is added: Any refund provided will include the sales tax **You** paid.

**OBLIGATIONS** Section: The following is added: If the **We** fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

#### MARYLAND

If **Your Vehicle** is being repaired for a **Breakdown** covered by this **Contract**, and the **Contract** expires during the repair, the **Contract** term is extended until the repair is completed.

If **You** cancel this **Contract**, a ten percent (10%) penalty per month based upon the **Contract** purchase price will be added to a refund that is not paid or credited within 45 days after return of the **Contract** to the **Administrator**.

**Obligations** Section is amended as follows: Should **We** fail to pay any claim, refund, or provide service on any claim within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company. The Arbitration Provision is amended to include the following: If **We** or the guarantor breaches any duties under the provision, **You** may file action in any court of competent jurisdiction.

#### MASSACHUSETTS

The Obligor/Provider in Massachusetts is the **Seller/Lessor** listed on page 1 of this Contract.

**NOTICE TO CUSTOMER:** PURCHASE OF THIS **CONTRACT** IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A **VEHICLE**. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR **SELLER'S** WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE **SELLER** OF THIS COVERAGE IS REQUIRED TO INFORM **YOU** OF ANY WARRANTIES AVAILABLE TO **YOU** WITHOUT THIS **CONTRACT**.

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

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

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

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

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

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

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

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the **Seller/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 **Seller/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 **Seller/Dealer** warranty.

If **You** cancel this **Contract** within sixty (60) days of the **Contract Purchase Date**, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**.

#### MINNESOTA

The coverages listed below are provided to **You** by the **Seller/Dealer** at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows:

Used vehicles with less than 36,000 miles at the time of sale

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

Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale

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

Engine: Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter. Transmission: Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. Drive Axle: Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis. Brakes: Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers. Steering: Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack. Note: The following parts are covered only on vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

The above coverages are excluded from this **Contract** during the applicable warranty period unless the dealer becomes unable to meet its obligations. **Your** rights and obligations are fully explained in the dealer issued used vehicle limited warranty document.

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows: If **We** cancel this **Contract** for nonpayment of the provider fee, a material misrepresentation by **You** to the provider, or a substantial breach of duties by **You** relating to the covered product or its use, **We** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation. If **We** cancel this **Contract** for any other reason, **We** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation.

If **You** cancel this **Contract** within sixty (60) days of the **Contract Purchase Date**, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**.

If **You** have cancelled this **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the **Obligations** Section of this **Contract**.

Definition "**Pre-existing**" is not applicable to Minnesota residents.

**EXCLUSIONS** Section – Items B. and O. are deleted in their entirety and replaced by the following:

B. **For normal maintenance services and parts which include: alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (unless listed as specific covered parts), drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a Breakdown.**

O. **For any Breakdown occurring before Coverage takes effect or prior to the Contract Purchase Date, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.**

**EXCLUSION M. does not apply to Minnesota residents.**

Coverage exclusion for Breakdowns caused by rust, corrosion, sludge build-up or damage to a covered part by a non-covered part does not apply to Minnesota residents. The **Arbitration Provision** Section of this Contract is stricken in its entirety.



## MISSISSIPPI

The Motor Vehicle Service **Contract** is not insurance. **Our** obligations and the performance to **You** under the Service Contract are guaranteed and insured by a policy issued by Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, OK 74133, (800) 331-3780.

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows: If this **Contract** is cancelled by **You** or **Us** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid and this **Contract** will be void. **We** may cancel this **Contract** for non-payment of the **Contract** purchase price, material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. If after the first sixty (60) days **We** cancel this **Contract** **We** will refund one hundred percent (100%) of the unearned pro rata of the **Contract** charge. An administration fee not to exceed ten percent (10%) of the gross **Contract** charge paid or fifty dollars (\$50) whichever is less, will be charged if this **Contract** is cancelled by **Us**. A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**. These provisions apply only to the original purchaser of the **Contract**. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund one hundred percent (100%) of the unearned pro rata of the **Contract** charge. An administration fee not to exceed ten percent (10%) of the gross **Contract** purchase price paid or fifty dollars (\$50) whichever is less, will be charged if this **Contract** is cancelled by **You**. In the event of cancellation, the lienholder or funding party, if any, will be named on a cancellation refund check as their interest may appear.

If **We** cancel this **Contract** for non-payment, **We** shall mail a written notice to **You** at **Your** last known address at least ten (10) days before cancellation. If **We** cancel this **Contract** for any other reason, **We** shall mail a written notice to **You** at **Your** last known address at least thirty (30) days before cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation. The **Arbitration Provision** Section of this Contract is stricken in its entirety.

## MISSOURI

This agreement is not an insurance contract.

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows: If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund **You** the entire purchase price of the **Contract**. If this **Contract** is cancelled within the first sixty (60) days and a claim has been filed, **We** will refund **You** the entire purchase price of the **Contract**. This "free-look" period only applies to the original **Contract** purchaser. If this **Contract** is cancelled after the first sixty (60) days **We** will refund to **You** an amount based on the pro-rata method, less a fifty dollar (\$50) cancellation fee. If this **Contract** is cancelled, **We** shall mail written notice of cancellation to **You** within forty-five (45) days of cancellation. If **You** cancel this **Contract** within sixty (60) days of the **Contract Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the **Contract** to the provider.

If this Vehicle Service **Contract** has been financed, the Lienholder may receive any refunds resulting from the cancellation of this Vehicle Service **Contract** for whatever reason. This would include cancellation for non-payment, repossession of the **Vehicle**, or total loss of the **Vehicle**.

## MONTANA

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows: If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to non-payment by **You** of the provider fee; a material misrepresentation by **You** to the provider; or substantial breach of duties relating to the covered product or its use. If **You** cancel this **Contract** within sixty (60) days of the **Contract Purchase Date**, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**.

## NEBRASKA

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows: **We** may only cancel this Service **Contract** for fraud, material misrepresentation, nonpayment by **You**, or a substantial breach of duties by **You** relating to the covered property or its use. If **We** cancel this **Contract**, **We** will give **You** sixty (60) days notification, except for non-payment, which will be ten (10) days notification. If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **Contract Holder**. Arbitration will take place under the laws of the State of Nebraska and will be held in the **Contract Holder's** county of residence or any other county in this state agreed to by both parties.

## NEVADA

**THE ADMINISTRATOR AND OBLIGOR OF THIS SERVICE CONTRACT IS WS AFTERMARKET SERVICES CORPORATION, P.O. BOX 959, BEDFORD, TX 76095, (800)723-6036.**

If **You** are not satisfied with the manner in which **We** are handling **Your** claim, **You** may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234. **The transfer fee is twenty-five dollars (\$25).**

This Service **Contract** does not offer renewable coverage.

Obtain approval PRIOR to having work performed that may be covered by this Service **Contract**. Any claim for repairs that have not received prior approval will not be covered.

**GENERAL PROVISIONS B. FINANCIAL AGREEMENTS** Section is deleted and replaced with the following:

If this **Contract** was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to only that portion of the refund(s) still owed to the lender, resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure by **You** to make monthly payments in a timely manner may result in cancellation of this **Contract**.

In the event of cancellation, any claim filed and/or approved prior to the cancellation date will be honored and/or reviewed for **Coverage** under the terms of the **Contract**.

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows:

**We may cancel this Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for fraud by You, material misrepresentation by You in obtaining this Contract or in presenting a claim, an act or omission by You, non-payment by You or a substantial breach of duties by You relating to the covered property or its use. We may cancel this Contract if Your Vehicle is found to be modified in a manner not recommended by the manufacturer, or if Your Vehicle is found to be used as a Commercial Vehicle and the applicable surcharge has not been marked on Page 1, and payment has not been received for this surcharge; however, We may only cancel this Contract for these reasons if such modification or use occurred after the effective date of this Contract and substantially and materially increases the service required under this Contract. If We cancel Your Contract within the first sixty (60) days, You will be entitled to a refund of the full Contract price, no cancellation fee will be deducted. If We cancel Your Contract after the first sixty (60) days, You will be entitled to a refund on the unearned Contract fee according to the pro-rata method reflecting the greater of the days in force**



or the miles driven based on the term/miles selected and the date Coverage begins, no cancellation fee will be deducted. In the event We cancel this Contract, written notice will be sent to Your last known address at least fifteen (15) days prior to cancellation with the effective date of the cancellation.

The lienholder may not cancel this contract. You may cancel this Contract at any time. If You have made no claim and Your request for cancellation is within the first sixty (60) days, the full price You paid for the Service Contract will be refunded and no cancellation fee will be deducted. If You have made a claim under the Contract, or if Your request is beyond the first sixty (60) days, We will refund to You an amount based on the pro-rata method, less a twenty-five dollar (\$25.00) cancellation fee. If Your Contract was financed, the outstanding balance will be deducted from any refund, however, You will not be charged for claims paid or repair service fees. If You cancel this Contract and the refund is not processed within forty-five (45) days, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**EXCLUSIONS** Section – Item H. is amended by adding the following:

H. This **Contract** will not cover any unauthorized or non-manufacturer recommended modifications to **Your Vehicle**, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if **Your Vehicle** is modified in a manner that is not recommended by the manufacturer of **Your Vehicle**, this **Contract** will continue to provide any applicable **Coverage** that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising there from, unless such **Coverage** is otherwise excluded by the terms of this **Contract**.

**Arbitration Provision** - Pursuant to Nevada law, the arbitration provision is not mandatory.

#### NEW HAMPSHIRE

In the event You do not receive satisfaction under this Service **Contract**, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, (603) 271-2261.

**Cancellation and Transfer Fees do not apply.**

The **Arbitration Provision** of this Service Contract is subject to RSA 542. Any arbitration proceedings shall be conducted within the jurisdiction of New Hampshire.

#### NEW JERSEY

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows: If You request cancellation of this **Contract** within the first sixty (60) days of the purchase date of the **Contract** and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty based upon the **Contract** purchase price will be added to the refund for each month the refund is not paid. If We cancel this **Contract**, We shall mail a written notice to You at Your last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to non-payment by You of the provider fee; a material misrepresentation by You to the provider; or substantial breach of duties relating to the covered product or its use.

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

#### NEW MEXICO

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows: You may cancel this **Contract** within sixty (60) days of the effective date. If You have made no claim, the service **Contract** is void and the full purchase price will be refunded to You. If You request cancellation of this **Contract** within the first sixty (60) days of the purchase date of the **Contract** and the refund is not paid or credited within sixty (60) days after Your cancellation request to Us, a ten percent (10%) penalty based upon the **Contract** purchase price will be added to the refund for every thirty (30) day period or portion thereof the refund is not paid. No administration fee will apply if We cancel the **Contract**. These provisions apply only to the original purchaser of the service **Contract**. If You cancel this **Contract** after sixty (60) days the cancellation fee is 10% of the purchase price or fifty dollars (\$50), whichever is the lessor. In the event We cancel this service **Contract**, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the effective date for the cancellation and the reason for the cancellation. The provider of this service **Contract** may cancel this **Contract** within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the provider may only cancel this service **Contract** for fraud, material misrepresentation, non-payment by You or a substantial breach of duties by You relating to the covered property or its use.

This service contract is insured by Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, OK 74133, (800) 331-3780. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, OK 74133. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 1-855-427-5674.

#### NEW YORK

**TAG WARRANTY CORP. IS THE CONTRACT PROVIDER AND ADMINISTRATOR, P.O. BOX 959, BEDFORD, TX 76095, (800)723-6036.**

Section 196b of New York 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 90 days or 4,000 miles, whichever occurs first.

Used vehicles with more than 36,000 miles but less than 80,000 miles at the time of sale

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

Used vehicles with 80,000 miles or more but no more 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 **Seller/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. **TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows: If You cancel this **Contract** within sixty (60) days of the **Contract Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of the service **Contract** to the provider.

If We cancel this service **Contract**, We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days prior to cancellation, providing You with notice of a cancellation date and the reason for cancellation. However, prior notice is not required

if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service **Contract Holder** to the provider, or a substantial breach of duties by the Service **Contract Holder** relating to the covered product or its use.

#### NORTH CAROLINA

If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, an administration fee of fifty dollars (\$50) or ten percent (10%) of the pro-rata refund amount, whichever is less, will be charged. **We** may cancel this **Contract** only for non-payment of the purchase price of the **Contract** or a direct violation of the **Contract** by **You**.

#### OKLAHOMA

**WS AFTERMARKET SERVICES CORPORATION IS THE SERVICE WARRANTY ASSOCIATION #44198001, P.O. BOX 959, BEDFORD, TX 76095, (800)723-6036.**

This is not an insurance Contract.

**Coverage** afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to **Commercial Use** references in service warranty contracts.

Disclosure Statement: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

**GENERAL PROVISIONS B. FINANCIAL AGREEMENTS** Section is deleted and replaced with the following:

If this **Contract** was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Contract** and no claims will be approved.

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows:

Item d. is deleted and replaced with the following:

d. If this **Contract** is canceled within the first sixty (60) days by the warranty holder or the association and no claims have been filed, **We** will refund the entire **Contract** charge paid. In the event the **Contract** is canceled by the warranty holder after the first sixty (60) days, return of the provider fee shall be based upon ninety percent (90%) of the unearned pro rata provider fee, based upon days in a month or mileage elapsed since the purchase date of the Contract, whichever is greater, less the actual cost of any service provided under the **Contract** and whereas the ten percent (10%) retained shall not exceed fifty dollars (\$50). In the event the contract is canceled by the association after the first sixty (60) days, return of premium shall be based upon one hundred percent (100%) of unearned pro rata provider fee, based upon days in a month or mileage elapsed since the purchase date of the Contract, whichever is greater, less the actual cost of any service provided under the **Contract**.

24 Hour Roadside Assistance Services are provided by VAS, 13901 Midway Rd, Suite 102-429, Dallas, TX 75244-4388, 866-693-6582. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

#### OREGON

This **Contract** is between the Obligor/Provider, WS Aftermarket Services Corporation, P.O. Box 959, Bedford, TX 76095, (800)723-6036 and **You**.

If **You** have any questions regarding this Contract, or a complaint against the Obligor, **You** may contact the Department of Consumer and Business Services, Division of Financial Regulation, Consumer Advocacy Section, P.O. Box 14480, Salem OR 97309, (503) 947-7984 or (888) 877-4894 or [www.dfr.oregon.gov](http://www.dfr.oregon.gov). The street address is 350 Winter Street NE, 4th Floor, Salem OR 97301.

Obligations is amended as follows: If a covered claim or service is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company.

The **Arbitration Provision** is deleted and replaced as follows: If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Plan holder. Arbitration will take place under the laws of the State of Oregon and will be held in the Plan holder's county of residence or any other county in this state agreed to by both parties. Oregon arbitration law will prevail unless it conflicts with the Federal Arbitration Act.

Notwithstanding the foregoing, either party may bring an individual action in small claims court or trial by jury. This arbitration agreement does not preclude **You** from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against **Us** on **Your** behalf. **You** agree that, by entering into this Plan, **You** and **We** are each waiving the right to participate in a class action.

#### 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 90 days or 4,000 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. The **Contract** term shall be extended by any time period during which the used motor vehicle is in the possession of the dealer or his or her duly authorized agent for the purpose of repairing the used motor vehicle under the terms and obligations of the service **Contract**.

#### SOUTH CAROLINA

If **You** have any questions regarding this **Contract**, or a complaint against the Obligor, **You** may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6180.

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address held by **Us** at least fifteen (15) days prior to cancellation, providing **You** with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service **Contract Holder** to the provider, or a substantial breach of duties by the Service **Contract Holder** relating to the covered product or its use.

If **You** cancel this **Contract** within sixty (60) days of the **Contract Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service **Contract** to the provider.

#### TEXAS

If **You** have any questions regarding the regulation of the Service Contract provider or a complaint against the **Obligor**, **You** may contact

the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows: If this **Contract** is cancelled within the first sixty (60) days, **We** will refund the entire **Contract** charge, less claims paid. If this **Contract** is cancelled after the first sixty (60) days, **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/miles 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.

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address held by **Us** before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud, or a material misrepresentation by the Service **Contract Holder** to the provider or the provider's **Administrator**, or a substantial breach of duties by the Service **Contract Holder** relating to the covered product or its use.

If **We** cancel this **Contract**, no cancellation fee shall apply. **You** may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service **Contract** is cancelled.

If a Service **Contract** is cancelled and the provider does not pay the refund or credit the Service **Contract Holder's** account before the 46th day after the date of the return of the Service **Contract** to the provider, the provider is liable to the **Contract Holder** for a penalty in an amount not to exceed ten percent (10%) of the amount outstanding per month.

#### UTAH

This Service **Contract** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Note: Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

**Payment of this Contract may be paid with cash, check, or credit card by You or financed with the Vehicle loan or lease.**

**OBLIGATIONS** Section is amended as follows: Should **We** fail to pay any claim or provide service on any claim within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company.

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows:

Item b., is deleted in its entirety and replaced as follows:

**We** may cancel this **Contract** for the following reasons by sending to **You** notice of cancellation and the reason for cancellation, via first class mail, to **Your** last known address:

1. **We** may cancel this **Contract** for non-payment of the **Contract** charge. Such cancellation will be effective ten (10) days after mailing of notice.
2. **We** may cancel this **Contract** for misrepresentation of a claim. Such cancellation will be effective thirty (30) days after mailing of notice. The **Arbitration Provision** Section of this **Contract** is stricken in its entirety.

#### VERMONT

The **Arbitration Provision** section of this **Contract** is stricken in its entirety.

#### VIRGINIA

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

#### WASHINGTON

**WS AFTERMARKET SERVICES CORPORATION IS THE CONTRACT PROVIDER AND ADMINISTRATOR, P.O. BOX 959, BEDFORD, TX 76095, (800)723-6036.**

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows: Items a., b. and d. are deleted and replaced with the following:

- a. **You** may cancel this **Contract** by returning it to the **Administrator** or the **Insurer**. A ten percent (10%) penalty will be added to any refund that is not paid within thirty (30) days of return of the **Contract** to the **Administrator**.
- b. If **We** cancel the **Contract** within the first sixty (60) days and no claims have been paid, **We** will refund the entire **Contract** charge paid and no cancellation fee will be assessed. If **We** cancel this **Contract** after the first sixty (60) days or if 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/miles selected and the date **Coverage** begins. Also, after the first sixty (60) days, **We** may only cancel this **Contract** for misrepresentation in obtaining this **Contract** or in the submission of a claim. If cancelled, written notice of cancellation, including the actual reason for the cancellation, will be mailed to the last mailing address known to the **Administrator** at least:
  1. Ten (10) days before the effective date of cancellation if cancelled for non-payment of the **Contract** charge.
  2. Forty-five (45) days before the effective date of cancellation if cancelled for any other reason.
- d. If **You** cancel this **Contract** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** after the first sixty (60) 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/miles selected and the date **Coverage** begins, less a twenty-five dollar (\$25.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

The sentence in **THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT** is deleted in its entirety: **Maintenance related components will only be considered if Your Vehicle has been maintained in accordance with the manufacturer's specifications.**

This Service **Contract** allows for binding arbitration proceedings to be held at a location in closest proximity to the Service **Contract Holder's** permanent residence. The commissioner is the Service **Contract** provider's attorney to receive service of legal process in any action, suit, or proceedings in any court.

The insurance policy number for the service contract reimbursement policy issued by Old Republic Insurance Company is T3-46-0566. **You** may file a claim directly with the Insurance Carrier at any time.

The State of Washington is the jurisdiction for any civil action in connection with the motor vehicle service **Contract**.

Information Disclosure: As the undersigned, I agree that I have read and understand the following **Contract** provisions and implied warranty disclosure:

1. **GENERAL PROVISIONS, REQUIRED MAINTENANCE and HOW TO FILE A CLAIM**, which outlines **Your** responsibilities regarding maintenance requirements and filing a claim.



2. **COVERAGE SCHEDULE**, which outlines the **Coverage** provided under the **Contract**.
3. **TERMS AND CONDITIONS**, Section A. **CONTRACT PERIOD**, which outlines the time and mileage limitations.
4. The implied warranty of merchantability on the motor vehicle is not waived if this **Contract** has been purchased within ninety (90) days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by this **Contract**.
5. **EXCLUSIONS**, which outlines conditions where the **Contract** does not provide **Coverage**.
6. **GENERAL PROVISIONS I. TERMINATION/CANCELLATION OF YOUR CONTRACT**, which outlines the **Contract** cancellation conditions.

Customer Signature and Date

#### WISCONSIN

**WARRANTY SOLUTIONS ADMINISTRATIVE SERVICES, INC. IS THE CONTRACT PROVIDER AND ADMINISTRATOR, P.O. BOX 1047, BEDFORD, TX 76095, (800)723-6036.**

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

**Our** obligations under this **Contract** are insured under a service **Contract** reimbursement insurance policy. Should **We** fail to pay any claim or fail to replace the **Covered Vehicle** under this **Contract** within sixty (60) days after **You** provide proof of loss or, in the event **You** cancel this **Contract** and **We** fail to refund the unearned portion of the **Contract** Purchase Price or, if the **Provider** becomes insolvent or otherwise financially impaired, **You** are entitled to make a direct claim against the insurer, Old Republic Insurance Company (Tulsa Branch Office) by calling (800) 331-3780 for reimbursement, payment or provision of this **Contract**.

Any claim for repairs that have not been Registered prior to having repairs made may jeopardize **Coverage** under this **Contract**, except as provided under Emergency Repairs.

**TERMINATION / CANCELLATION OF YOUR CONTRACT** Section is amended as follows:

Items b. and d. are deleted and replaced with the following:

- b. If **We** cancel the **Contract** within the first sixty (60) days and no claims have been paid, **We** will refund the entire **Contract** charge paid and no administration fee will be assessed. If **We** cancel this **Contract** after the first sixty (60) days or if 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/miles selected and the date **Coverage** begins. **We** may only cancel this **Contract** for material misrepresentation by **You**, nonpayment by **You** or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason(s) for the cancellation. **A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the Contract to the Administrator or Us.**
- d. **You** may cancel/reject and return the warranty **Contract** within sixty (60) calendar days of the delivery of the warranty **Contract** and receive a full refund less the actual costs or charges needed to issue and service the warranty **Contract**. If this **Contract** is cancelled after sixty (60) calendar days of delivery of the warranty **Contract**, **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/miles selected and the date **Coverage** begins, less an administrative fee not to exceed the lesser of fifty dollars (\$50) or 10% of the **Contract** price charged will be charged. In the event of cancellation, the lienholder (if any), will be named on a cancellation refund check as their interest may appear. **A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the Contract to the Administrator or Us.**

**24 Hour Roadside Assistance Services** are provided by VAS, 13901 Midway Rd, Suite 102-429, Dallas, TX 75244-4388, 866-693-6582.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **Contract Holder**. **Arbitration** will take place under the laws of the State of Wisconsin and will be held in the **Contract Holder's** county of residence or any other county in this state agreed to by both parties.

#### WYOMING

**Our** obligations under this Vehicle Service **Contract** are insured by a policy issued by the Insurance Company as noted in the **Obligations** Section of this **Contract**. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company.

The provider of the Service **Contract** shall mail a written notice to the Service **Contract Holder** at the last known address of the Service **Contract Holder** in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service **Contract Holder** to the provider or a substantial breach of duties by the Service **Contract Holder** relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the provider. In the event the lienholder is named on a cancellation, both the **Contract Holder** and the lienholder will be shown jointly on the cancellation refund check.

24 Hour Roadside Assistance Services are provided by VAS, 13901 Midway Rd, Suite 102-429, Dallas, TX 75244-4388, 866-693-6582. The **Arbitration** section is replaced with the following: At the time of any dispute the parties may voluntarily agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceedings shall be conducted within the state of Wyoming.

#### Administrator:

P.O. Box 1047, Bedford, TX 76095  
 Customer Service / Claims (800)723-6036  
 Email: SelectClaims@amyntagroup.com  
 Available 24 hours a day / 365 days a year