

SERFF Tracking Number: PRTB-125292006 State: Arkansas  
Filing Company: Lyndon Property Insurance Company State Tracking Number: AR-PC-07-026091  
Company Tracking Number:  
TOI: 33.0 Other Lines of Business Sub-TOI: 33.0004 Service Contracts  
Product Name: Toyota Elite  
Project Name/Number: ELT-TY07/ELT\*TY07

## Filing at a Glance

Company: Lyndon Property Insurance Company

Product Name: Toyota Elite

TOI: 33.0 Other Lines of Business

Sub-TOI: 33.0004 Service Contracts

Filing Type: Form

SERFF Tr Num: PRTB-125292006 State: Arkansas

SERFF Status: Closed

Co Tr Num:

Co Status:

Author: Tanya Dickemann

Date Submitted: 09/14/2007

State Tr Num: AR-PC-07-026091

State Status:

Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding

Disposition Date: 09/18/2007

Disposition Status: Approved

Effective Date (New): 10/14/2007

Effective Date (Renewal):

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal):

## General Information

Project Name: ELT-TY07

Project Number: ELT\*TY07

Reference Organization:

Reference Title:

Filing Status Changed: 09/18/2007

State Status Changed: 09/14/2007

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

This is a new filing and does not replace anything currently filed with your department. These contracts, however, are the same as those approved by your department on 4/6/2007 under state number AR-PC-07-023585, with the exception of the "Substitute Transportation Reimbursement" and the "Cancellation" provisions which have been revised in order to obtain approval for lender financing.

## Company and Contact

### Filing Contact Information

Tanya Dickemann, Regulatory Analyst  
14755 N. Outer Forty Road

Tanya.Dickemann@protective.com  
(800) 950-6060 [Phone]

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St. Louis, MO 63017 (636) 536-9349[FAX]

**Filing Company Information**

Lyndon Property Insurance Company  
14755 N. Outer Forty Road  
Suite 400

St. Louis, MO 63017  
(800) 950-6060 ext. [Phone]

CoCode: 35769  
Group Code: 458

Group Name:  
FEIN Number: 43-1139865

State of Domicile: Missouri  
Company Type:

State ID Number:

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: 50.00 Per filing  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Lyndon Property Insurance Company	\$50.00	09/14/2007	15627373

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	09/18/2007	09/18/2007

*SERFF Tracking Number:* PRTB-125292006      *State:* Arkansas  
*Filing Company:* Lyndon Property Insurance Company      *State Tracking Number:* AR-PC-07-026091  
*Company Tracking Number:*  
*TOI:* 33.0 Other Lines of Business      *Sub-TOI:* 33.0004 Service Contracts  
*Product Name:* Toyota Elite  
*Project Name/Number:* ELT-TY07/ELT\*TY07

## **Disposition**

Disposition Date: 09/18/2007  
Effective Date (New): 10/14/2007  
Effective Date (Renewal):  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	New	Approved	Yes
Form	New w/ Roadside	Approved	Yes
Form	Pre-Owned	Approved	Yes
Form	Pre-Owned w/ Roadside	Approved	Yes
Form	Premium	Approved	Yes
Form	Premium w/ Roadside	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	New	PLCTY-100	09/07	Other	New		0.00	PLCTY-100 (09.07) NEO New contract without RS for filing (8.30.07).pdf
Approved	New w/ Roadside	PLCTY-101	09/07	Other	New		0.00	PLCTY-101 (09.07) NER_New with RS for filing (8.30.07).pdf
Approved	Pre-Owned	PLCTY-102	09/07	Other	New		0.00	PLCTY-102 (09.07) UEO Pre-Owned contract without RS for filing (8.30.07).pdf
Approved	Pre-Owned w/ Roadside	PLCTY-103	09/07	Other	New		0.00	PLCTY-103 (09.07) UER_Pre-owned with RS for filing (8.30.07).pdf
Approved	Premium	PLCTY-104	09/07	Other	New		0.00	PLCTY-104 (09.07) PEO Premium contract without RS for filing (8.30.07).pdf
Approved	Premium w/	PLCTY-105	09/07	Other	New		0.00	PLCTY-105

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Roadside 105

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m with RS  
for filing  
(8.30.07).pdf





**Definitions -**

**Obligor/Service Provider:** means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc.. In Maine this **Service Contract** is between **You** and the **Issuing Dealer**. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).

**Mechanical Breakdown:** means the failure of a covered part due to a defect in the part of faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of the **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.

**Motor Vehicle/Vehicle:** means the **Vehicle** covered by this **Service Contract**, as identified on the Declarations Page.

**Service Contract Purchase Price/Provider Fee:** means the price paid by **You** for the purchase of this **Service Contract**.

**Service Contract:** means this **Service Contract** and **Your** completed Declarations Page.

**Service Contract Purchaser/Holder:** means the purchaser of this **Service Contract** as named on the Declarations Page.

**Issuing Dealer/Service Contract Seller:** means the entity who sells the **Service Contract** to the **Service Contract Purchaser/Holder**.

**We, Us, or Our:** means the **Obligor/Service Provider**. In Maine **We, Us** or **Our** means the Issuing Dealer.

**You or Your:** means the **Service Contract Purchaser/Holder** as named on the Declarations Page.

**WHAT IS COVERED:** Upon payment of the deductible amount per visit selected on the front of this **Service Contract** and before the expiration of this **Service Contract**, **We** will at **Our** option pay for, repair, replace, or reimburse **You** or the repair facility for the reasonable cost of necessary mechanical repairs to the components in the specific coverage selected due to a **Mechanical Breakdown**, without additional charge to **You**. A **Mechanical Breakdown** does not include gradual reduction in operating performance as a result of normal wear and tear when no **Mechanical Breakdown** has occurred. **Replacement of any part may be made with new parts, remanufactured parts, non-original manufacturer's parts, or with parts of like kind and quality at the time of Mechanical Breakdown.**

**PLAN P POWERTRAIN COMPONENT COVERAGE**

**ENGINE**

All internal lubricated parts; timing chains, gears and cover, timing belt, tensioner, pulleys and cover; oil pump and gears; water pump; valve covers; oil pan; manifolds; flywheel; harmonic balancer; engine mounts; seals and gaskets; turbo, supercharger, and internal parts. Note: Cases, housings, engine block and cylinder heads are covered only if **damaged by the failure of an internal lubricated part.**

**TRANSMISSION AUTOMATIC/TRANSFER CASE**

All internal lubricated parts; torque converter; vacuum modulator; front pump; transmission mounts; seals and gaskets.

**TRANSMISSION MANUAL/TRANSFER CASE**

All internal lubricated parts; transmission mounts; seals and gaskets.

**FRONT-WHEEL DRIVE**

All internal lubricated parts; axle shafts; constant velocity joints; front hub assembly and bearings; seals and gaskets.

**REAR-WHEEL DRIVE**

All internal lubricated parts; propeller shafts, supports and U-joints; axle shafts and bearings; seals and gaskets.

**PLAN A COMPREHENSIVE COMPONENT COVERAGE  
PLAN P COMPONENTS ABOVE PLUS THE FOLLOWING COMPONENTS:**

**ENGINE COOLING SYSTEM**

Fan, fan clutch, fan motor.

**FACTORY AIR CONDITIONING**

Condenser, compressor, evaporator, dryer, temperature control programmer, seals and gaskets.

**FRONT SUSPENSION**

Struts; upper and lower control arms and shafts and bushings; upper and lower ball joints; stabilizer shaft; linkage and bushings; spindles and supports; wheel bearings.

**STEERING**

All internal lubricated parts; rack and pinion and all internal parts; power cylinder assembly, power steering pump, main and intermediate steering shafts and couplings; tie rods and tie rod ends; idler arm; pitman arm.

**FUEL SYSTEM**

Fuel pump, fuel injection pump, lines, nozzles and vacuum pump.

**BRAKES**

Master cylinder; power brake booster, wheel cylinders; hydraulic lines and fittings; disc calipers.

**ELECTRICAL**

Alternator, voltage regulator, distributor, starter motor, starter drive and solenoid; electronic ignition module, wiring harnesses, manually operated switches, wiper motor, power window motor, sunroof motor.

**ELECTRONIC HIGH TECH COMPONENTS**

Level control compressor, sensors and limiter valve; pneumatic suspension pump, sensors and valves; fuel injection sensors and control module; ignition module; spark control detonation sensors and controller; drive information display and module; moisture control unit and sensors; anti-detonation sensors; manufacturer installed combination entry system; manufacturer installed anti-theft device; ABS (anti-locking system).

**ELECTRICAL PLUS**

All power motors and solenoids related to the electrical operations of antennas, door locks, power headlight motors, seat motors, mirrors, convertible tops, power trunk releases.

**FACTORY-INSTALLED NAVIGATIONAL SYSTEM**

Display, controls, and all electrical components.

**PLAN B EXCLUSIONARY COVERAGE  
PLAN P AND PLAN A COVERAGE PLUS:**

Plan B Exclusionary Coverage provides all the coverage as listed above and also provides coverage for repair/replacement of ALL original equipment factory-installed mechanical and electrical operating parts and assemblies on the covered vehicle **except those items under "WHAT IS NOT COVERED and NON COVERED PARTS" shown below.**

**PLAN CA COMPREHENSIVE WRAP COVERAGE**

Includes all components covered under Plan A Comprehensive Coverage **except Powertrain components listed under Plan P Powertrain Coverage above and items listed under "WHAT IS NOT COVERED and NON COVERED PARTS" below.**

**PLAN CB EXCLUSIONARY WRAP COVERAGE**

Includes all components covered under Plan B Exclusionary Coverage **except Powertrain components listed under Plan P Powertrain Coverage above and items listed under "WHAT IS NOT COVERED and NON COVERED PARTS" below.**

**ADDITIONAL BENEFITS**

**TOWING REIMBURSEMENT:** If towing becomes necessary, due to a breakdown of a covered component, actual towing costs, not payable by insurance, will be covered up to \$50.00 per occurrence.

**SUBSTITUTE TRANSPORTATION REIMBURSEMENT:** In the event of a **Mechanical Breakdown** of a covered component, you may be eligible for substitute transportation reimbursement. Such expense shall be limited to actual per day cost up to \$35.00 per calendar day, a 5 day maximum, not to exceed \$175.00 per occurrence. **The substitute Vehicle must be rented from the Issuing Dealer, the repair facility, or from a licensed rental agency.** Reimbursement of substitute transportation shall not continue beyond the day on which the repairs are completed and the customer is notified of completion. **Rental receipts are required for reimbursement (Rental Reimbursement available where allowed by law.)**

**LIMIT OF LIABILITY:** The total of all benefits paid or payable under this **Service Contract** shall not exceed the purchase price of the **Vehicle** excluding taxes, title, and licenses cost of the **Vehicle**. This "Limited" **Service Contract** is NOT a warranty and does NOT guarantee the utility or performance of the **Vehicle**. The total benefits payable for any single repair or replacement shall not exceed the actual cash value of the **Vehicle** immediately prior to the **Mechanical Breakdown**. This determination will be made using the most current National Automobile Dealers Association Used Car Guide for Your **Vehicle**.

## WHAT IS NOT COVERED AND NON-COVERED PARTS

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on page 2 as a "Covered Part"; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc., as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repared, so that the actual mileage can not be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for commercial purposes such as hauling, hauling for hire, delivery, shuttle, taxi or limousine service, law enforcement services, emergency services, security services, snow plowing, cable installation or removal or any Vehicles which are rented; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine's compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); **(9) pre-existing conditions (all covered parts under the Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract);** (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under "YOUR RESPONSIBILITIES on the Declaration page; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; (21) glass, lenses, sealed beams, tires, trim, moldings, bright metal, upholstery and paint; (22) also not covered on all plans:

**MECHANICAL:** Refrigerant, coolant and fluids unless required for a covered repair. Service adjustments/cleaning, throttle body assembly (except injectors), contaminated fuel system, air conditioning recharge, battery/battery cables, bolts and fasteners, belts, hoses, brakes (front hubs, drums, shoes, lining, disc rotors and pads), exhaust system (including catalytic converter), filters, lights (bulbs, sealed beam and lenses), lubricants, manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders, manual clutch disc, strut inserts, shock absorbers, spark/glow plugs and wires, squeaks and rattles, tires, tune-ups, wheel balancing, wheel alignment, wheel studs, wiper blades, shop supplies and hazardous waste removal. Repairs, retrofit, or replacement of any components caused by or due to compliance with any law or legislation including the Clean Air Act. Navigation Systems are not covered (except if the Navigation System option was selected on the Declaration page of this Service Contract). Navigation System coverage not available for Plan P: Powertrain Coverage.

**EXTERIOR:** Service adjustments (glass and body parts), bright metal, bumpers, body panels, door handles, hinges, glass, moldings, outside ornamentation, convertible or vinyl tops, paint, rust, sheet metal, side view mirrors (glass and housing), air and water leaks, weather-strip, wheel covers/ornaments and wind noise. Physical damage, alignment or bumper and body parts.

**INTERIOR:** Buttons, carpet, dash pad, door and window handles, knobs, rearview mirror (glass and housing), trim, and upholstery. All non-factory installed items and equipment, such as, but not limited to radios, tape players, compact disc players, graphic equalizers, speakers, cellular telephones, theft deterrent systems, radar detectors, and heads up display system.

**MAINTENANCE RESPONSIBILITIES:** If you fail to perform the manufacturer's recommended maintenance such as oil changes and other periodic services where the failure to maintain the Vehicle involved the failed part and Your failure results in a Mechanical Breakdown, this will result in loss of Your protection under this Service Contract. Maintenance records from the Vehicle sale date supported by receipts indicating dates, mileage, and services performed must be kept by You or subsequent owner of this Service Contract and made available to the Issuing Dealer or repair facility upon request.

**CONTRACT TERRITORY, TERM AND MILEAGE EXPIRATION:** This Service Contract applies to a Mechanical Breakdown occurring only within the United States and Canada. This Service Contract is effective on the Date the Manufacturer's Warranty begins (IN-SERVICE DATE) and expires based on either elapsed time from the Effective Date at 11:59 local time on that date, or when the Vehicle has accumulated the total mileage limitation, whichever shall occur first, based upon the Term/Mileage selected. Certain Used Vehicles may be eligible for this coverage, however, in such case the coverage Effective Date shall be the ORIGINAL IN-SERVICE DATE (the date the Vehicle was first sold or leased as a New Vehicle).

**CANCELLATION:** You may cancel this Service Contract by submitting a written request to the Issuing Dealer containing the following information: the Service Contract number; vehicle identification number; current mileage; and make and model of Your Vehicle. If you cancel this Service Contract within sixty (60) days of its date of sale and no claims have been made, a full refund will be paid. If you cancel this Service Contract after sixty (60) days of its date of sale or after a claim has been made, a pro rata refund less a thirty-five dollar (\$35.00) cancellation fee for the unexpired portion of this Service Contract will be paid. The amount of the refund will be calculated as follows: The purchase price of this Service Contract shall be multiplied by the greater of a) the fraction obtained by dividing the total mileage elapsed since the time of sale by the difference between the maximum miles covered and the Vehicle mileage at the time of sale or b) the fraction obtained by dividing the number of months this Service Contract has been in effect since the time of sale by the difference between the maximum number of months the Vehicle was in service prior to the date of sale of this Service Contract. The difference between the number so obtained and the price of this Service Contract, less the cancellation fee, is the amount of the refund. In the event of a repossession, the lien holder will be the sole payee. **CANCELLATION FEE:** The Cancellation Fee is \$35.00. This Service Contract may be cancelled if the Vehicle does not meet the eligibility and underwriting guidelines of Our Insurer.

**Important:** See State Changes regarding Your rights, privileges, and conditions governing cancellation of this Service Contract in Your state.

**ARBITRATION AGREEMENT:** In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this Service Contract or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of the Contract's effective date (www.adr.org). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

**TRANSFER OF VEHICLE OWNERSHIP:** In the event you sell the covered Vehicle, this Service Contract shall terminate. You may apply for a transfer to the new owner. Submit immediately (within fifteen [15] days of the change in ownership) to the Issuing Dealer in writing, along with the transfer fee of \$50.00, the following: The Service Contract number, vehicle identification number, mileage, make and model of the Vehicle, date of sale of the Vehicle, and the name and address of both Yourself and the new owner of the covered Vehicle. This Service Contract may not be assigned separately from the covered Vehicle, nor can it be assigned to a new or used car dealership or anyone other than an individual person purchasing Your Vehicle. Copies of maintenance records must be obtained from the original owner by the new owner of the Vehicle to assure transfer of the manufacturer's warranty. In the event this Service Contract is properly transferred to an individual person purchasing Your Vehicle in accordance with the terms and conditions above, this Service Contract may not be transferred by the new owner of the covered Vehicle to any subsequent owner under any circumstance.

**Important:** See State Changes regarding Your rights, privileges, and conditions governing transfer of this Service Contract in Your state.

## HOW TO MAKE A CLAIM

**CLAIMS SERVICE PHONE NUMBER AND ADDRESS:** Nationwide Toll Free (800) 242-9442. P.O. Box 4493, Woodland Hills, CA 91365.

**CLAIMS SERVICE BUSINESS HOURS:** Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.

**AFTER HOURS CLAIMS SERVICE:** For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section B. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.

It is a condition for coverage that **BEFORE ANY REPAIR** or replacement is made, **You (or the chosen Repair Facility) MUST GIVE NOTICE TO THE CLAIMS SERVICE.** No repair or replacement shall be performed unless first approved by the CLAIMS SERVICE. The Claims Service shall have a reasonable period of time to exercise its option to inspect the Vehicle.

**A. In the event of a Mechanical Breakdown, You MUST follow this procedure:**

**If YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer, You MUST deliver Your Vehicle to the Issuing Dealer at the address shown on the Declaration Page.**

- 1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered Mechanical Breakdown, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the Mechanical Breakdown is covered under this Service Contract, We will also pay the reasonable cost to tear down.**
- 2. Return Your Vehicle to the Issuing Dealer or any licensed repair facility and present a copy of this Service Contract. Contact the Claims Service at the above number before repairs begin.**
- 3. Provide receipts for required maintenance servicing. (See "Your Responsibilities" in the Declarations section.)**
- 4. Pay the applicable deductible and any other non-covered charges.**

**B. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:**

- 1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.**
- 2. You or the Repairer must contact the Claim Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.**
- 3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.**
- 4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.**
- 5. If Claims Service re-opens before repairs to Your Vehicle are completed You MUST IMMEDIATELY contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.**

**Travel Guard Claim Payment Benefit** - In the event You are unable to return the Vehicle to Your Issuing Dealer, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

**NATURE OF AGREEMENT:** You agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to Service Contracts.

**NOTICE:** The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. You may file a claim with this insurance company if any promise made in the **Service Contract** has been denied or has not been honored within sixty (60) days after the date proof of loss was filed.

## STATECHANGES

If you purchased this **Service Contract** in any of the following states, the **Service Contract** is amended as indicated below:

**ALABAMA:** The Cancellation provision is amended by revising the cancellation fee to \$25.00

The following is added to the Cancellation provision: A cancellation fee will only be charged for cancellations requested by **You**. It will not apply to cancellations initiated by **Us**. A 10% penalty will be added to any refund not paid or credited within 45 days.

**ALASKA:** The Cancellation provision is amended to state that the cancellation fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If **We** cancel this **Service Contract**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least 60 days before the effective date of cancellation. However, if **We** cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by **You** to provide the information necessary to determine the **Service Contract** purchase price, **We** will mail a written notice of cancellation to **You** at **Your** last known address before the 20th day proceeding the effective date of cancellation. If **We** cancel this **Service Contract** for conviction of **You** of a crime, fraud or material misrepresentation made by **You** or a representative of **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under this **Service Contract**, written notice shall be mailed to **You** at **Your** last known address at least 10 days before the effective date of the cancellation.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**ARIZONA:** The following sentence is added to the Cancellation provision: If **You** are unable to recover a refund from the **Issuing Dealer**, **You** may request from **Us** a refund of the **Service Contract** purchase price.

The following is added to the Arbitration Agreement provision: The arbitration process is voluntary and both parties must mutually agree to arbitration. Any arbitration clause does not preclude Your right to file a complaint with the Arizona Department of Insurance under the provisions of Arizona Revised Statutes §20-1095.04 and 20-1095.09. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under "WHAT IS NOT COVERED AND NON-COVERED PARTS",

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: (10) A **Vehicle** that **You** have modified, or that **You** are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The first sentence of item A. of the How to Make a Claim provision is deleted and replaced with the following:

**IF YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer You must deliver Your Vehicle to the Issuing Dealer at the address shown on the Declaration Page or to a licensed motor vehicle repair facility for repair.**

The last sentence of the Notice provision is deleted and replaced with the following:

**You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days after the date proof of loss was filed.

**ARKANSAS – NOTICE TO PURCHASER:** The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a motor **Vehicle**. The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**CALIFORNIA:** The cancellation provision is deleted and replaced with the following:

Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of this **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by **Us** for any reason within 60 days of the **Service Contract** purchase date if **We** mail a notice postmarked before the 61st day after the date **You** purchased this **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, **We** shall refund the full purchase price stated on this **Service Contract** within 30 days from the date of cancellation. However, if **We** have paid a claim, or has advised **You** in writing that it will pay a claim, it shall provide a pro-rata refund.

Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

The Notice provision is deleted and replaced with the following: **NOTICE:** Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is, Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800)927-4357.

## STATE CHANGES

**COLORADO:** This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W823-0407.

**CONNECTICUT:** Resolution of Disputes: If **You** are not satisfied with **Our** resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Cancellation provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.

The following is added to the Contract Territory, Term and Mileage Expiration: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, 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 comes 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 the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase this **Service 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 **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**FLORIDA:** In Florida **We, Us and Our** means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365.

The Cancellation provision is deleted and replaced with the following:

### Cancellation

Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less any claims paid and less an administrative fee of five percent (5%) of this **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After this **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or the odometer has been tampered with or disabled; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of this **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and non-binding. The venue for arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

The first sentence of item A. of the How to Make a Claim provision is deleted and replaced with the following:

**IF YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer, You must deliver Your Vehicle to the Issuing Dealer, if possible, at the address shown on the Declaration Page.**

**GEORGIA:** The Cancellation provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to **Us** along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide **Us** with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by **Us**. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety.

Under, "WHAT IS NOT COVERED AND NON-COVERED PARTS",

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under this **Service Contract** must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

**HAWAII:** The following is added to the Cancellation provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to **Us**; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited within 45 days after the return of this **Service Contract**.

The following language is added to this **Service Contract**: 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 less 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 **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service 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 **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**IDAHO – NOTICE TO PURCHASER:** The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this motor **Vehicle Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

**ILLINOIS:** The Cancellation provision amended by revising the cancellation fee to 10% of the Service Contract purchase price or \$35.00 whichever is less.

**INDIANA:** The following is added to this **Service Contract**: Your proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

**IOWA:** Pursuant to the Iowa Motor **Vehicle Service Contracts** Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Securities Bureau, 340 East Maple Street, Des Moines, Iowa 50319-0066., (515) 281-4441.

**KENTUCKY:** Towing and Substitute Transportation Reimbursement coverages are only available in Kentucky if the benefit is directly related to the **Mechanical Breakdown**.

## STATE CHANGES (CONTINUED)

**LOUISIANA:** The Cancellation provision is deleted and replaced with the following:

**CANCELLATION:** You may cancel this Service Contract by submitting a written request to the Issuing Dealer containing the following information: the Service Contract number; vehicle identification number; current mileage; and make and model of Your Vehicle. If you cancel the Service Contract within sixty (60) days of its date of sale, a full refund will be paid. If you cancel this Service Contract after sixty (60) days of its date of sale, a pro rata refund less a thirty-five (\$35.00) cancellation fee for the unexpired portion of this Service Contract will be paid. The amount of the refund will be calculated as follows: The purchase price of this Service Contract shall be multiplied by the greater of a) the fraction obtained by dividing the total mileage elapsed since the time of sale by the difference between the maximum miles covered and the Vehicle mileage at the time of sale or b) the fraction obtained by dividing the number of months this Service Contract has been in effect since the time of sale by the difference between the maximum number of months the Vehicle was in service prior to the date of sale of this Service Contract. The difference between the number so obtained and the price of this Service Contract, less the cancellation fee, is the amount of the refund. In the event of a repossession, the lien holder will be the sole payee. **CANCELLATION FEE:** The Cancellation Fee is \$35.00. This Service Contract may be cancelled if the Vehicle does not meet the eligibility and underwriting guidelines of Our Insurer. In the event of cancellation, you will be entitled to a refund.

**MASSACHUSETTS: NOTICE TO PURCHASER:** The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Cancellation provision is amended by deleting the cancellation fee. A cancellation fee will not be charged in Massachusetts.

The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.

The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under What is not covered and non-covered parts the following is added to item #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

**MINNESOTA: MINNESOTA AMENDMENT:** Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor **Vehicle** has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor **Vehicle** has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.

The following is added to the Cancellation provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The What is not covered and non-covered parts provision is amended as follows:

Item #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repaired after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Item #7 is deleted and replaced with the following: "(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants."

Items # 9, 16 and 19 are deleted.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

The phrases "...but not limited to..." and "...such as..." are deleted wherever they appear in this **Service Contract**.

**MISSISSIPPI:** The Arbitration Agreement provision is voluntary and non-binding.

**NEBRASKA:** The Arbitration Agreement provision is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

**NEVADA:** The following is added to the Cancellation provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **Vehicle**. In the event of cancellation. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 60 days after the return of this **Service Contract**

If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact **Us** for further information).

**NEW HAMPSHIRE:** The following is added to the Notice provision: 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.

**NEW MEXICO:** The following is added to the Cancellation provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **Vehicle**. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**

**NORTH CAROLINA:** The Cancellation provision is amended by revising the cancellation fee to \$35.00 or 10% of the refund amount, whichever is less.

**OKLAHOMA: NOTICE TO PURCHASER:** This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.

The Cancellation provision is amended by revising the cancellation fee to \$35.00 or 10% of the refund amount, whichever is less.

**RHODE ISLAND:** The following language is added to the **Service Contract: 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 less than 36,000 miles at the time of sale

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more 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 **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service 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 **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**SOUTH CAROLINA:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Cancellation provision is amended by revising the cancellation fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

**TEXAS:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** **We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

## STATE CHANGES (CONTINUED)

**UTAH:** Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon **Our** failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on **Our** behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to **Our** contractual obligations under this **Service Contract** issued or sold by **Us**.

The following is added to the Cancellation provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section B.5 of "How to Make a Claim": **Your** failure to submit items B.1, B.2, and B.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the "How to Make a Claim" section: **NATURE OF AGREEMENT:** **You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty— Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to **Service Contracts**.

**VERMONT:** The following is added to the Cancellation provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration Agreement provision is amended to state that Arbitration is binding upon the parties only if both parties agree to the Arbitration process.

**VIRGINIA - We** do not cover loss due to fraud, dishonesty or any criminal act. This applies whether such act is committed by **You** or by any of **Your** partners, officers, directors, employees, trustees or agents, and whether such person acts alone or in collusion with others. **We** do not cover any loss if the owner has other valid and collectible insurance against such loss or if such loss is covered by any other warranty or **Service Contract**. **We** do not cover any loss which occurs while the covered **Vehicle** is used in any illicit trade or transportation or in the commission of a felony. NOTICE TO DEALER: Issuing Dealers are not permitted to sell **Service Contracts** on LEASED vehicles pursuant to the provisions of Administrative Letters 1982-10 and 1982-16.

**WASHINGTON:** The following is added to the Arbitration Agreement provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with this **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Cancellation provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicles** odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within this **Service Contract** are guaranteed by Policy number 55-WAVW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800)950-6060.

**WEST VIRGINIA:** The Arbitration Agreement provision is deleted and replaced with the following:

If **We** and **You** do not agree whether coverage is provided under this **Service Contract** for a claim made by or against **You**, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

**WISCONSIN: THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

**WYOMING:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use, **We** shall mail a written notice to **You** at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract** to **Us**.

The Arbitration Agreement provision is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.



**Definitions -**

**Obligor/Service Provider:** means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma, this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc.. In Maine this **Service Contract** is between **You** and the **Issuing Dealer**. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).

**Mechanical Breakdown:** means the failure of a covered part due to a defect in the part of faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of the **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.

**Motor Vehicle/Vehicle:** means the **Vehicle** covered by this **Service Contract**, as identified on the Declarations Page.

**Service Contract Purchase Price/Provider Fee:** means the price paid by **You** for the purchase of this **Service Contract**.

**Service Contract:** means this **Service Contract** and **Your** completed Declarations Page.

**Service Contract Purchaser/Holder:** means the purchaser of this **Service Contract** as named on the Declarations Page.

**Issuing Dealer/Service Contract Seller:** means the entity who sells the **Service Contract** to the **Service Contract Purchaser/Holder**.

**We, Us, or Our:** means the **Obligor/Service Provider**. In Maine **We, Us** or **Our** means the Issuing Dealer.

**You or Your:** means the **Service Contract Purchaser/Holder** as named on the Declarations Page.

**WHAT IS COVERED:** Upon payment of the deductible amount per visit selected on the front of this **Service Contract** and before the expiration of this **Service Contract**, **We** will at **Our** option pay for, repair, replace, or reimburse **You** or the repair facility for the reasonable cost of necessary mechanical repairs to the components in the specific coverage selected due to a **Mechanical Breakdown**, without additional charge to **You**. A **Mechanical Breakdown** does not include gradual reduction in operating performance as a result of normal wear and tear when no **Mechanical Breakdown** has occurred. **Replacement of any part may be made with new parts, remanufactured parts, non-original manufacturer's parts, or with parts of like kind and quality at the time of Mechanical Breakdown.**

**PLAN P POWERTRAIN COMPONENT COVERAGE**

**ENGINE**

All internal lubricated parts; timing chains, gears and cover, timing belt, tensioner, pulleys and cover; oil pump and gears; water pump; valve covers; oil pan; manifolds; flywheel; harmonic balancer; engine mounts; seals and gaskets; turbo, supercharger, and internal parts. Note: Cases, housings, engine block and cylinder heads are covered only **if damaged by the failure of an internal lubricated part.**

**TRANSMISSION AUTOMATIC/TRANSFER CASE**

All internal lubricated parts; torque converter; vacuum modulator; front pump; transmission mounts; seals and gaskets.

**TRANSMISSION MANUAL/TRANSFER CASE**

All internal lubricated parts; transmission mounts; seals and gaskets.

**FRONT-WHEEL DRIVE**

All internal lubricated parts; axle shafts; constant velocity joints; front hub assembly and bearings; seals and gaskets.

**REAR-WHEEL DRIVE**

All internal lubricated parts; propeller shafts, supports and U-joints; axle shafts and bearings; seals and gaskets.

**PLAN A COMPREHENSIVE COMPONENT COVERAGE  
PLAN P COMPONENTS ABOVE PLUS THE FOLLOWING COMPONENTS:**

**ENGINE COOLING SYSTEM**

Fan, fan clutch, fan motor.

**FACTORY AIR CONDITIONING**

Condenser, compressor, evaporator, dryer, temperature control programmer, seals and gaskets.

**FRONT SUSPENSION**

Struts; upper and lower control arms and shafts and bushings; upper and lower ball joints; stabilizer shaft; linkage and bushings; spindles and supports; wheel bearings.

**STEERING**

All internal lubricated parts; rack and pinion and all internal parts; power cylinder assembly, power steering pump, main and intermediate steering shafts and couplings; tie rods and tie rod ends; idler arm; pitman arm.

**FUEL SYSTEM**

Fuel pump, fuel injection pump, lines, nozzles and vacuum pump.

**BRAKES**

Master cylinder; power brake booster, wheel cylinders; hydraulic lines and fittings; disc calipers.

**ELECTRICAL**

Alternator, voltage regulator, distributor, starter motor, starter drive and solenoid; electronic ignition module, wiring harnesses, manually operated switches, wiper motor, power window motor, sunroof motor.

**ELECTRONIC HIGH TECH COMPONENTS**

Level control compressor, sensors and limiter valve; pneumatic suspension pump, sensors and valves; fuel injection sensors and control module; ignition module; spark control detonation sensors and controller; drive information display and module; moisture control unit and sensors; anti-detonation sensors; manufacturer installed combination entry system; manufacturer installed anti-theft device; ABS (anti-locking system).

**ELECTRICAL PLUS**

All power motors and solenoids related to the electrical operations of antennas, door locks, power headlight motors, seat motors, mirrors, convertible tops, power trunk releases.

**FACTORY-INSTALLED NAVIGATIONAL SYSTEM**

Display, controls, and all electrical components.

**PLAN B EXCLUSIONARY COVERAGE  
PLAN P AND PLAN A COVERAGE PLUS:**

Plan B Exclusionary Coverage provides all the coverage as listed above and also provides coverage for repair/replacement of ALL original equipment factory-installed mechanical and electrical operating parts and assemblies on the covered vehicle **except those items under "WHAT IS NOT COVERED and NON COVERED PARTS" shown below.**

**PLAN CA COMPREHENSIVE WRAP COVERAGE**

Includes all components covered under Plan A Comprehensive Coverage **except Powertrain components listed under Plan P Powertrain Coverage above and items listed under "WHAT IS NOT COVERED and NON COVERED PARTS" below.**

**PLAN CB EXCLUSIONARY WRAP COVERAGE**

Includes all components covered under Plan B Exclusionary Coverage **except Powertrain components listed under Plan P Powertrain Coverage above and items listed under "WHAT IS NOT COVERED and NON COVERED PARTS" below.**

**ADDITIONAL BENEFITS**

**TOWING ASSISTANCE:** If towing becomes necessary, towing costs not payable by insurance will be covered up to \$100.00 per occurrence by Roadside Assistance. **You must call Roadside Assistance, at (888) 233-2371 prior to receiving towing assistance.** (Towing Assistance available where allowed by law).

**SUBSTITUTE TRANSPORTATION REIMBURSEMENT:** In the event of a **Mechanical Breakdown** of a covered component, you may be eligible for substitute transportation reimbursement. Such expense shall be limited to actual per day cost up to \$35.00 per calendar day, a 5 day maximum, not to exceed \$175.00 per occurrence. **The substitute Vehicle must be rented from the Issuing Dealer, the repair facility, or from a licensed rental agency.** Reimbursement of substitute transportation shall not continue beyond the day on which the repairs are completed and the customer is notified of completion. **Rental receipts are required for reimbursement (Rental Reimbursement available where allowed by law.)**

**TRIP INTERRUPTION REIMBURSEMENT:** When a covered breakdown disables a covered **Vehicle** and the covered repairs are completed more than 100 miles away from the **Service Contract Holder's** residence, we will reimburse the **Service Contract Holder** for lodging and meal expenses incurred by the **Service Contract Holder** between the date of **Mechanical Breakdown** and the date on which the covered repairs are completed. You will be reimbursed for actual expenses, up to \$75.00 per day, not to exceed a 3-day maximum of \$225.00. **Receipts are required for reimbursement.** (Trip Interruption Reimbursement available where allowed by law.)

**Complimentary 24-Hour ROADSIDE ASSISTANCE Toll Free (888) 233-2371 - If Your Vehicle** is in need of non-accident related Roadside Assistance, **You** must call the toll-free number listed above for service. For the term of this **Service Contract**, the following benefits are available 24-hours a day, 365 days

a year, anywhere in the United States and Canada:

1. *Towing Assistance*
2. *Jump Starts*
3. *Flat Tire Changes* (with customer's inflated spare)
4. *Vehicle Fluid Delivery - cost of fluids extra*
5. *Lock-out Assistance - key cuts/replacement extra*
6. *Concierge Service - courtesy help & emergency phone call support to relatives, police, etc.*

A Maximum Benefit of \$100 per incident applies. Only requests for services dispatched through the above listed number will be honored. (Services are not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.) No Deductible is applied.

**LIMIT OF LIABILITY:** The total of all benefits paid or payable under this Service Contract shall not exceed the purchase price of the Vehicle excluding taxes, title, and licenses cost of the Vehicle. The "Limited" Service Contract is NOT a warranty and does NOT guarantee the utility or performance of the Vehicle. The total benefits payable for any single repair or replacement shall not exceed the actual cash value of the Vehicle immediately prior to the Mechanical Breakdown. This determination will be made using the most current National Automobile Dealers Association Used Car Guide for Your Vehicle.

#### WHAT IS NOT COVERED AND NON-COVERED PARTS

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on page 2 as a "Covered Part"; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc., as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repared, so that the actual mileage can not be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for plowing snow, for hire to public, to transport people for hire, for rental, for municipal or professional emergency or police services, or towing a trailer whose weight exceeds the manufacturer's recommendations for your vehicle; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine's compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); (9) **pre-existing conditions (all covered parts under the Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract);** (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under "YOUR RESPONSIBILITIES" the Declarations page; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; (21) glass, lenses, sealed beams, tires, trim, moldings, bright metal, upholstery and paint; (22) also not covered on all plans:

**MECHANICAL:** Refrigerant, coolant and fluids unless required for a covered repair. Service adjustments/cleaning, throttle body assembly (except injectors), contaminated fuel system, air conditioning recharge, battery/battery cables, bolts and fasteners, belts, hoses, brakes (front hubs, drums, shoes, lining, disc rotors and pads), exhaust system (including catalytic converter), filters, lights (bulbs, sealed beam and lenses), lubricants, manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders, manual clutch disc, strut inserts, shock absorbers, spark/glow plugs and wires, squeaks and rattles, tires, tune-ups, wheel balancing, wheel alignment, wheel studs, wiper blades, shop supplies and hazardous waste removal. Repairs, retrofit, or replacement of any components caused by or due to compliance with any law or legislation including the Clean Air Act. Navigation Systems are not covered (except if the Navigation System option was selected on the Declaration page of this Service Contract). Navigation System coverage not available for Plan P: Powertrain Coverage.

**EXTERIOR:** Service adjustments (glass and body parts), bright metal, bumpers, body panels, door handles, hinges, glass, moldings, outside ornamentation, convertible or vinyl tops, paint, rust, sheet metal, side view mirrors (glass and housing), air and water leaks, weather-strip, wheel covers/ornaments and wind noise. Physical damage, alignment or bumper and body parts.

**INTERIOR:** Buttons, carpet, dash pad, door and window handles, knobs, rearview mirror (glass and housing), trim, and upholstery. All non-factory installed items and equipment, such as, but not limited to radios, tape players, compact disc players, graphic equalizers, speakers, cellular telephones, theft deterrent systems, radar detectors, and heads up display system.

**MAINTENANCE RESPONSIBILITIES:** If you fail to perform the manufacturer's recommended maintenance such as oil changes and other periodic services and Your failure results in a Mechanical Breakdown, this will result in loss of Your protection under this Service Contract. Maintenance records from the Vehicle sale date supported by receipts indicating dates, mileage, and services performed must be kept by You or subsequent owner of this Service Contract and made available to the Issuing Dealer or repair facility upon request.

**CONTRACT TERRITORY, TERM AND MILEAGE EXPIRATION:** This Service Contract applies to a Mechanical Breakdown occurring only within the United States and Canada. This Service Contract is effective on the Date the Manufacturer's Warranty begins (IN-SERVICE DATE) and expires based on either elapsed time from the Effective Date at 11:59 local time on that date, or when the Vehicle has accumulated the total mileage limitation, whichever shall occur first, based upon the Term/Mileage selected. Certain Used Vehicles may be eligible for this coverage, however, in such case the coverage Effective Date shall be the ORIGINAL IN-SERVICE DATE (the date the Vehicle was first sold or leased as a New Vehicle).

**CANCELLATION:** You may cancel this Service Contract by submitting a written request to the Issuing Dealer containing the following information: the Service Contract number; vehicle identification number; current mileage; and make and model of Your Vehicle. If you cancel this Service Contract within sixty (60) days of its date of sale and no claims have been made, a full refund will be paid. If you cancel this Service Contract after sixty (60) days of its date of sale or after a claim has been made, a pro rata refund less a thirty-five dollar (\$35.00) cancellation fee for the unexpired portion of this Service Contract will be paid. The amount of the refund will be calculated as follows: The purchase price of this Service Contract shall be multiplied by the greater of a) the fraction obtained by dividing the total mileage elapsed since the time of sale by the difference between the maximum miles covered and the Vehicle mileage at the time of sale or b) the fraction obtained by dividing the number of months this Service Contract has been in effect since the time of sale by the difference between the maximum number of months the Vehicle was in service prior to the date of sale of this Service Contract. The difference between the number so obtained and the price of this Service Contract, less the cancellation fee, is the amount of the refund. In the event of a repossession, the lien holder will be the sole payee. **CANCELLATION FEE:** The Cancellation Fee is \$35.00. This Service Contract may be cancelled if the Vehicle does not meet the eligibility and underwriting guidelines of Our Insurer.

**Important:** See State Changes regarding Your rights, privileges, and conditions governing cancellation of this Service Contract in Your state.

**ARBITRATION AGREEMENT:** In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this Service Contract or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of the Contract's effective date (www.adr.org). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

**TRANSFER OF VEHICLE OWNERSHIP:** In the event you sell the covered Vehicle, this Service Contract shall terminate. You may apply for a transfer to the new owner. Submit immediately (within fifteen [15] days of the change in ownership) to the Issuing Dealer in writing, along with the transfer fee of \$50.00, the following: The Service Contract number, vehicle identification number, mileage, make and model of the Vehicle, date of sale of the Vehicle, and the name and address of both Yourself and the new owner of the covered Vehicle. This Service Contract may not be assigned separately from the covered Vehicle, nor can it be assigned to a new or used car dealership or anyone other than an individual person purchasing Your Vehicle. Copies of maintenance records must be obtained from the original owner by the new owner of the Vehicle to assure transfer of the manufacturer's warranty. In the event this Service Contract is properly transferred to an individual person purchasing Your Vehicle in accordance with the terms and conditions above, this Service Contract may not be transferred by the new owner of the covered Vehicle to any subsequent owner under any circumstance.

**Important:** See State Changes regarding Your rights, privileges, and conditions governing transfer of this Service Contract in Your state.

## HOW TO MAKE A CLAIM

**CLAIMS SERVICE PHONE NUMBER AND ADDRESS:** Nationwide Toll Free (800) 242-9442. P.O. Box 4493, Woodland Hills, CA 91365.

**CLAIMS SERVICE BUSINESS HOURS:** Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.

**AFTER HOURS CLAIMS SERVICE:** For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section B. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.

It is a condition for coverage that **BEFORE ANY REPAIR** or replacement is made, You (or the chosen Repair Facility) **MUST GIVE NOTICE TO THE CLAIMS SERVICE**. No repair or replacement shall be performed unless first approved by the **CLAIMS SERVICE**. The Claims Service shall have a reasonable period of time to exercise its option to inspect the Vehicle.

**A. In the event of a Mechanical Breakdown, You MUST follow this procedure:**

**If YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer, You MUST deliver Your Vehicle to the Issuing Dealer at the address shown on the Declaration Page.**

1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered Mechanical Breakdown, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the Mechanical Breakdown is covered under this Service Contract, We will also pay the reasonable cost to tear down.
2. Return Your Vehicle to the Issuing Dealer or any licensed repair facility and present a copy of this Service Contract. Contact the Claims Service at the above number before repairs begin.
3. Provide receipts for required maintenance servicing. (See "Your Responsibilities" in the Declarations section.)
4. Pay the applicable deductible and any other non-covered charges.

**B. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:**

1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.
2. You or the Repairer must contact the Claim Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.
3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.
4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.
5. If Claims Service re-opens before repairs to Your Vehicle are completed You **MUST IMMEDIATELY** contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.

**Travel Guard Claim Payment Benefit** - In the event You are unable to return the Vehicle to Your Issuing Dealer, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

**NATURE OF AGREEMENT:** You agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to Service Contracts.

**NOTICE:** The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. You may file a claim with this insurance company if any promise made in the **Service Contract** has been denied or has not been honored within sixty (60) days after the date proof of loss was filed.

## STATE CHANGES

If you purchased this **Service Contract** in any of the following states, the **Service Contract** is amended as indicated below:

**ALABAMA:** The Cancellation provision is amended by revising the cancellation fee to \$25.00

The following is added to the Cancellation provision: A cancellation fee will only be charged for cancellations requested by You. It will not apply to cancellations initiated by Us. A 10% penalty will be added to any refund not paid or credited within 45 days.

**ALASKA:** The Cancellation provision is amended to state that the cancellation fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If We cancel this **Service Contract**, We shall mail a written notice of cancellation to You at Your last known address at least 60 days before the effective date of cancellation. However, if We cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by You to provide the information necessary to determine the **Service Contract** purchase price, We will mail a written notice of cancellation to You at Your last known address before the 20th day proceeding the effective date of cancellation. If We cancel this **Service Contract** for conviction of You of a crime, fraud or material misrepresentation made by You or a representative of You in obtaining this **Service Contract** or by You in pursuing a claim under this **Service Contract**, written notice shall be mailed to You at Your last known address at least 10 days before the effective date of the cancellation.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**ARIZONA:** The following sentence is added to the Cancellation provision: If You are unable to recover a refund from the **Issuing Dealer**, You may request from Us a refund of the **Service Contract** purchase price.

The following is added to the Arbitration Agreement provision: The arbitration process is voluntary and both parties must mutually agree to arbitration. Any arbitration clause does not preclude Your right to file a complaint with the Arizona Department of Insurance under the provisions of Arizona Revised Statutes §20-1095.04 and 20-1095.09. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under "WHAT IS NOT COVERED AND NON-COVERED PARTS",

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: (10) A **Vehicle** that You have modified, or that You are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The first sentence of item A. of the How to Make a Claim provision is deleted and replaced with the following:

**IF YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer You must deliver Your Vehicle to the Issuing Dealer at the address shown on the Declaration Page or to a licensed motor vehicle repair facility for repair.**

The last sentence of the Notice provision is deleted and replaced with the following:

You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days after the date proof of loss was filed.

**ARKANSAS – NOTICE TO PURCHASER:** The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a motor **Vehicle**. The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**CALIFORNIA:** The cancellation provision is deleted and replaced with the following:

Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of this **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to You, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by Us for any reason within 60 days of the **Service Contract** purchase date if We mail a notice postmarked before the 61st day after the date You purchased this **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, We shall refund the full purchase price stated on this **Service Contract** within 30 days from the date of cancellation. However, if We have paid a claim, or has advised You in writing that it will pay a claim, it shall provide a pro-rata refund.

Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Roadside Assistance provided through Emergency Response Marketing at (888) 233-2371.

The Notice provision is deleted and replaced with the following: **NOTICE:** Performance to You under this **Service Contract** is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is, Lyndon Property Insurance company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at (800)927-4357.

## STATE CHANGES (CONTINUED)

**COLORADO:** This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W823-0407.

**CONNECTICUT:** Resolution of Disputes: If **You** are not satisfied with **Our** resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Cancellation provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.

The following is added to the Contract Territory, Term and Mileage Expiration: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, 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 comes 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 the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase this **Service 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 **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**FLORIDA:** In Florida **We, Us and Our** means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365.

The Cancellation provision is deleted and replaced with the following:

### Cancellation

Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less any claims paid and less an administrative fee of five percent (5%) of this **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After this **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or the odometer has been tampered with or disabled; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of this **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and non-binding. The venue for arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

The first sentence of item A. of the How to Make a Claim provision is deleted and replaced with the following:

**IF YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer, You must deliver Your Vehicle to the Issuing Dealer, if possible, at the address shown on the Declaration Page.**

**GEORGIA:** The Cancellation provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to **Us** along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide **Us** with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by **Us**. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety.

Under, "WHAT IS NOT COVERED AND NON-COVERED PARTS",

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under this **Service Contract** must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

**HAWAII:** The following is added to the Cancellation provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to **Us**; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited within 45 days after the return of this **Service Contract**.

The following language is added to this **Service Contract**: 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 less 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 **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service 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 **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**IDAHO – NOTICE TO PURCHASER:** The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this motor **Vehicle Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

**ILLINOIS:** The Cancellation provision amended by revising the cancellation fee to 10% of the Service Contract purchase price or \$35.00 whichever is less.

**INDIANA:** The following is added to this **Service Contract**: Your proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

**IOWA:** Pursuant to the Iowa Motor **Vehicle Service Contracts** Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Securities Bureau, 340 East Maple Street, Des Moines, Iowa 50319-0066., (515) 281-4441.

**KANSAS:** The Roadside Assistance coverage is not available in Kansas.

**KENTUCKY:** Towing, Substitute Transportation Reimbursement, Trip Interruption Reimbursement and Roadside assistance coverages are only available in Kentucky if the benefit is directly related to the **Mechanical Breakdown**.

## STATE CHANGES (CONTINUED)

**LOUISIANA:** The Cancellation provision is deleted and replaced with the following:

**CANCELLATION:** You may cancel this Service Contract by submitting a written request to the Issuing Dealer containing the following information: the Service Contract number; vehicle identification number; current mileage; and make and model of Your Vehicle. If you cancel the Service Contract within sixty (60) days of its date of sale, a full refund will be paid. If you cancel this Service Contract after sixty (60) days of its date of sale, a pro rata refund less a thirty-five (\$35.00) cancellation fee for the unexpired portion of this Service Contract will be paid. The amount of the refund will be calculated as follows: The purchase price of this Service Contract shall be multiplied by the greater of a) the fraction obtained by dividing the total mileage elapsed since the time of sale by the difference between the maximum miles covered and the Vehicle mileage at the time of sale or b) the fraction obtained by dividing the number of months this Service Contract has been in effect since the time of sale by the difference between the maximum number of months the Vehicle was in service prior to the date of sale of this Service Contract. The difference between the number so obtained and the price of this Service Contract, less the cancellation fee, is the amount of the refund.

**MASSACHUSETTS: NOTICE TO PURCHASER:** The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Cancellation provision is amended by deleting the cancellation fee. A cancellation fee will not be charged in Massachusetts.

The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.

The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under What is not covered and non-covered parts the following is added to item #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

**MINNESOTA: MINNESOTA AMENDMENT:** Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor **Vehicle** has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor **Vehicle** has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.

The following is added to the Cancellation provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The What is not covered and non-covered parts provision is amended as follows:

Item #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Item #7 is deleted and replaced with the following: "(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants."

Items # 9, 16 and 19 are deleted.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

The phrases "...but not limited to..." and "...such as..." are deleted wherever they appear in this **Service Contract**.

**MISSISSIPPI:** The Arbitration Agreement provision is voluntary and non-binding.

**NEBRASKA:** The Arbitration Agreement provision is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

**NEVADA:** The following is added to the Cancellation provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **Vehicle**. In the event of cancellation. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 60 days after the return of this **Service Contract**

If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact **Us** for further information).

**NEW HAMPSHIRE:** The following is added to the Notice provision: 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.

**NEW MEXICO:** The following is added to the Cancellation provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **Vehicle**. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**

**NORTH CAROLINA:** The Cancellation provision is amended by revising the cancellation fee to \$35.00 or 10% of the refund amount, whichever is less.

**OKLAHOMA: NOTICE TO PURCHASER:** This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.

The Cancellation provision is amended by revising the cancellation fee to \$35.00 or 10% of the refund amount, whichever is less.

**RHODE ISLAND:** The following language is added to the **Service Contract: 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 less than 36,000 miles at the time of sale

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more 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 **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service 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 **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**SOUTH CAROLINA:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Cancellation provision is amended by revising the cancellation fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

**TEXAS:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** **We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

## STATE CHANGES (CONTINUED)

**UTAH:** Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon **Our** failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on **Our** behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to **Our** contractual obligations under this **Service Contract** issued or sold by **Us**.

The following is added to the Cancellation provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section B.5 of "How to Make a Claim": **Your** failure to submit items B.1, B.2, and B.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the "How to Make a Claim" section: **NATURE OF AGREEMENT:** **You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty— Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to **Service Contracts**.

**VERMONT:** The following is added to the Cancellation provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration Agreement provision is amended to state that Arbitration is binding upon the parties only if both parties agree to the Arbitration process.

**VIRGINIA -** **We** do not cover loss due to fraud, dishonesty or any criminal act. This applies whether such act is committed by **You** or by any of **Your** partners, officers, directors, employees, trustees or agents, and whether such person acts alone or in collusion with others. **We** do not cover any loss if the owner has other valid and collectible insurance against such loss or if such loss is covered by any other warranty or **Service Contract**. **We** do not cover any loss which occurs while the covered **Vehicle** is used in any illicit trade or transportation or in the commission of a felony. NOTICE TO DEALER: Issuing Dealers are not permitted to sell **Service Contracts** on LEASED vehicles pursuant to the provisions of Administrative Letters 1982-10 and 1982-16.

**WASHINGTON:** The following is added to the Arbitration Agreement provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with this **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Cancellation provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicles** odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within this **Service Contract** are guaranteed by Policy number 55-WAVW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800)950-6060.

**WEST VIRGINIA:** The Arbitration Agreement provision is deleted and replaced with the following:

If **We** and **You** do not agree whether coverage is provided under this **Service Contract** for a claim made by or against **You**, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will:

(a) pay its chosen arbitrator; and

(b) bear the other expenses of the third arbitrator equally.

**WISCONSIN: THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

**WYOMING:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use, **We** shall mail a written notice to **You** at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract** to **Us**.

The Arbitration Agreement provision is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.



**Definitions -**

**Obligor/Service Provider:** means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc.. In Maine this **Service Contract** is between **You** and the **Issuing Dealer**. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).

**Mechanical Breakdown:** means the failure of a covered part due to a defect in the part of faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of the **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.

**Motor Vehicle/Vehicle:** means the **Vehicle** covered by this **Service Contract**, as identified on the Declarations Page.

**Service Contract Purchase Price/Provider Fee:** means the price paid by **You** for the purchase of this **Service Contract**.

**Service Contract:** means this **Service Contract** and **Your** completed Declarations Page.

**Service Contract Purchaser/Holder:** means the purchaser of this **Service Contract** as named on the Declarations Page.

**Issuing Dealer/Service Contract Seller:** means the entity who sells the **Service Contract** to the **Service Contract Purchaser/Holder**.

**We, Us, or Our:** means the **Obligor/Service Provider**. In Maine **We, Us** or **Our** means the Issuing Dealer.

**You or Your:** means the **Service Contract Purchaser/Holder** as named on the Declarations Page.

**WHAT IS COVERED:** Upon payment of the deductible amount per visit selected on the front of this **Service Contract** and before the expiration of this **Service Contract**, **We** will at **Our** option pay for, repair, replace, or reimburse **You** or the repair facility for the reasonable cost of necessary mechanical repairs to the components in the specific coverage selected due to a **Mechanical Breakdown**, without additional charge to **You**. A **Mechanical Breakdown** does not include gradual reduction in operating performance as a result of normal wear and tear when no **Mechanical Breakdown** has occurred. **Replacement of any part may be made with new parts, remanufactured parts, non-original manufacturer's parts, or with parts of like kind and quality at the time of Mechanical Breakdown.**

**PLAN E POWERTRAIN COMPONENT COVERAGE**

**ENGINE**

All internal lubricated parts; timing belt, pulleys and cover; oil pump; water pump; manifolds; harmonic balancer; engine mounts; turbo, supercharger, and internal parts.

Note: Cases, housing, engine block and cylinder heads are covered only if damaged by the failure of an internal lubricated part.

**TRANSMISSION**

All internal lubricated parts; torque converter, vacuum modulator, front pump.

**TRANSMISSION MANUAL/TRANSFER CASE**

All internal lubricated parts.

**REAR-WHEEL DRIVE**

All internal lubricated parts; propeller shafts, supports and U-joints, axle shafts and bearings.

**FRONT-WHEEL DRIVE**

All internal lubricated parts; axle shafts, constant velocity joints, front hub assembly and bearings.

**PLAN F SUPERIOR COMPONENT COVERAGE  
COVERS PLAN E COMPONENTS ABOVE PLUS THE FOLLOWING:**

**ENGINE COOLING SYSTEM**

Fan, fan clutch, fan motor.

**FACTORY AIR CONDITIONING**

Condenser, compressor, evaporator, dryer, temperature control programmer.

**FRONT SUSPENSION**

Struts; upper and lower control arms and shafts and bushings; upper and lower ball joints; stabilizer shaft, linkage and bushings; spindles and supports; wheel bearings.

**STEERING**

All internal lubricated parts; rack and pinion and all internal parts; power cylinder assembly, power steering pump, main and intermediate steering shafts and couplings; tie rods and tie rod ends; idler arm, pitman arm.

**ELECTRICAL**

Alternator; voltage regulator; distributor; starter motor, starter drive and solenoid; electronic ignition module; wiring harnesses; manually operated switches; wiper motor; power window motor; sunroof motor.

**BRAKES**

Master cylinder, power brake booster, wheel cylinders, hydraulic lines and fittings; disc calipers.

**FUEL SYSTEM**

Fuel pump, fuel injection pump, lines, nozzles and vacuum pump.

**PLAN G SUPREME COMPONENT COVERAGE  
COVERS PLAN E COMPONENTS AND PLAN F COMPONENTS ABOVE PLUS THE FOLLOWING:**

**SEALS AND GASKETS**

Seals and gaskets relating to covered components.

**ELECTRONIC HIGH TECH COMPONENTS**

Level control compressor, sensors and limiter valve; pneumatic suspension pump, sensors and valves; fuel injection sensors and control module; ignition module; spark control detonation sensors and controller; drive information display and module; moisture control unit and sensors; anti-detonation sensors; manufacturer installed combination entry system; manufacturer installed anti-theft device; ABS (anti-locking system).

**ELECTRICAL PLUS**

All power motors and solenoids related to the electrical operations of antennas, door locks, power headlight motors, seat motors, mirrors, convertible tops, power trunk releases.

**FACTORY-INSTALLED NAVIGATIONAL SYSTEM**

Display, controls, and all electrical components.

**ADDITIONAL BENEFITS**

**TOWING REIMBURSEMENT:** If towing becomes necessary, due to a breakdown of a covered component, actual towing costs, not payable by insurance, will be covered up to \$50.00 per occurrence.

**SUBSTITUTE TRANSPORTATION REIMBURSEMENT:** In the event of a **Mechanical Breakdown** of a covered component, you may be eligible for substitute transportation reimbursement. Such expense shall be limited to actual per day cost up to \$35.00 per calendar day, a 5 day maximum, not to exceed \$175.00 per occurrence. **The substitute Vehicle must be rented from the Issuing Dealer, the repair facility, or from a licensed rental agency.** Reimbursement of substitute transportation shall not continue beyond the day on which the repairs are completed and the customer is notified of completion. **Rental receipts are required for reimbursement (Rental Reimbursement available where allowed by law.)**

**LIMIT OF LIABILITY:** The total of all benefits paid or payable under this **Service Contract** shall not exceed the purchase price of the **Vehicle** excluding taxes, title, and licenses cost of the **Vehicle**. This "Limited" **Service Contract** is **NOT** a warranty and does **NOT** guarantee the utility or performance of the **Vehicle**. The total benefits payable for any single repair or replacement shall not exceed the actual cash value of the **Vehicle** immediately prior to the **Mechanical Breakdown**. This determination will be made using the most current National Automobile Dealers Association Used Car Guide for Your **Vehicle**.

## WHAT IS NOT COVERED AND NON-COVERED PARTS

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on page 2 as a "Covered Part"; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc., as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repared, so that the actual mileage can not be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for commercial purposes such as hauling, hauling for hire, delivery, shuttle, taxi or limousine service, law enforcement services, emergency services, security services, snow plowing, cable installation or removal or any Vehicles which are rented; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine's compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); **(9) pre-existing conditions (all covered parts under the Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract);** (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under "YOUR RESPONSIBILITIES on the Declaration page; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; (21) glass, lenses, sealed beams, tires, trim, moldings, bright metal, upholstery and paint; (22) also not covered on all plans:

**MECHANICAL:** Refrigerant, coolant and fluids unless required for a covered repair. Service adjustments/cleaning, throttle body assembly (except injectors), contaminated fuel system, air conditioning recharge, battery/battery cables, bolts and fasteners, belts, hoses, brakes (front hubs, drums, shoes, lining, disc rotors and pads), exhaust system (including catalytic converter), filters, lights (bulbs, sealed beam and lenses), lubricants, manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders, manual clutch disc, strut inserts, shock absorbers, spark/glow plugs and wires, squeaks and rattles, tires, tune-ups, wheel balancing, wheel alignment, wheel studs, wiper blades, shop supplies and hazardous waste removal. Repairs, retrofit, or replacement of any components caused by or due to compliance with any law or legislation including the Clean Air Act. Navigation Systems are not covered (except if Plan G: Supreme Coverage and if the Navigation System option was selected on the Declaration page of this Service Contract).

**EXTERIOR:** Service adjustments (glass and body parts), bright metal, bumpers, body panels, door handles, hinges, glass, moldings, outside ornamentation, convertible or vinyl tops, paint, rust, sheet metal, side view mirrors (glass and housing), air and water leaks, weather-strip, wheel covers/ornaments and wind noise. Physical damage, alignment or bumper and body parts.

**INTERIOR:** Buttons, carpet, dash pad, door and window handles, knobs, rearview mirror (glass and housing), trim, and upholstery. All non-factory installed items and equipment, such as, but not limited to radios, tape players, compact disc players, graphic equalizers, speakers, cellular telephones, theft deterrent systems, radar detectors, and heads up display system.

**MAINTENANCE RESPONSIBILITIES:** If you fail to perform the manufacturer's recommended maintenance such as oil changes and other periodic services where the failure to maintain the Vehicle involved the failed part and Your failure results in a Mechanical Breakdown, this will result in loss of Your protection under this Service Contract. Maintenance records from the Vehicle sale date supported by receipts indicating dates, mileage, and services performed must be kept by You or subsequent owner of this Service Contract and made available to the Issuing Dealer or repair facility upon request.

**CONTRACT TERRITORY, TERM AND MILEAGE EXPIRATION:** This Service Contract applies to a Mechanical Breakdown occurring only within the United States and Canada. This Service Contract is effective on the Date of Sale and expires based on either elapsed time from the Date of Sale at 11:59 local time on that date, or when the Vehicle has accumulated the total mileage limitation, whichever shall occur first, based upon the Term/Mileage selected.

**CANCELLATION:** You may cancel this Service Contract by submitting a written request to the Issuing Dealer containing the following information: the Service Contract number; vehicle identification number; current mileage; and make and model of Your Vehicle. If you cancel this Service Contract within sixty (60) days of its date of sale and no claims have been made, a full refund will be paid. If you cancel this Service Contract after sixty (60) days of its date of sale or after a claim has been made, a pro rata refund less a thirty-five dollar (\$35.00) cancellation fee for the unexpired portion of this Service Contract will be paid. The amount of the refund will be calculated as follows: The purchase price of this Service Contract shall be multiplied by the greater of a) the fraction obtained by dividing the total mileage elapsed since the time of sale by the difference between the maximum miles covered and the Vehicle mileage at the time of sale or b) the fraction obtained by dividing the number of months this Service Contract has been in effect since the time of sale by the difference between the maximum number of months the Vehicle was in service prior to the date of sale of this Service Contract. The difference between the number so obtained and the price of this Service Contract, less the cancellation fee, is the amount of the refund. In the event of a repossession, the lien holder will be the sole payee. **CANCELLATION FEE:** The Cancellation Fee is \$35.00. This Service Contract may be cancelled if the Vehicle does not meet the eligibility and underwriting guidelines of Our Insurer.

**Important:** See State Changes regarding Your rights, privileges, and conditions governing cancellation of this Service Contract in Your state.

**ARBITRATION AGREEMENT:** In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this Service Contract or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of the Contract's effective date ([www.adr.org](http://www.adr.org)). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

**TRANSFER OF VEHICLE OWNERSHIP:** In the event you sell the covered Vehicle, this Service Contract shall terminate. You may apply for a transfer to the new owner. Submit immediately (within fifteen [15] days of the change in ownership) to the Issuing Dealer in writing, along with the transfer fee of \$50.00, the following: The Service Contract number, vehicle identification number, mileage, make and model of the Vehicle, date of sale of the Vehicle, and the name and address of both Yourself and the new owner of the covered Vehicle. This Service Contract may not be assigned separately from the covered Vehicle, nor can it be assigned to a new or used car dealership or anyone other than an individual person purchasing Your Vehicle. Copies of maintenance records must be obtained from the original owner by the new owner of the Vehicle to assure transfer of the manufacturer's warranty. In the event this Service Contract is properly transferred to an individual person purchasing Your Vehicle in accordance with the terms and conditions above, this Service Contract may not be transferred by the new owner of the covered Vehicle to any subsequent owner under any circumstance.

**Important:** See State Changes regarding Your rights, privileges, and conditions governing transfer of this Service Contract in Your state.

## HOW TO MAKE A CLAIM

**CLAIMS SERVICE PHONE NUMBER AND ADDRESS:** Nationwide Toll Free (800) 242-9442. P.O. Box 4493, Woodland Hills, CA 91365.

**CLAIMS SERVICE BUSINESS HOURS:** Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.

**AFTER HOURS CLAIMS SERVICE:** For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section B. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.

It is a condition for coverage that **BEFORE ANY REPAIR** or replacement is made, the Service Contract Purchaser (or the chosen Repair Facility) **MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE.** The Claims Service shall have a reasonable period of time to exercise its option to inspect the Vehicle.

**A. In the event of a Mechanical Breakdown, You MUST follow this procedure:**

If **YOUR VEHICLE IS WITHIN FORTY (40) MILES** of the Issuing Dealer, You **MUST** deliver Your Vehicle to the Issuing Dealer at the address shown on the Declaration Page.

1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered Mechanical Breakdown, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the Mechanical Breakdown is covered under this Service Contract, We will also pay the reasonable cost to tear down.
2. Return Your Vehicle to the Issuing Dealer or any licensed repair facility and present a copy of this Service Contract. Contact the Claims Service at the above number before repairs begin.
3. Provide receipts for required maintenance servicing. (See "Your Responsibilities" in the Declarations section.)
4. Pay the applicable deductible and any other non-covered charges.

**B. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:**

1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.
2. You or the Repairer must contact the Claim Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.
3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.
4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.
5. If Claims Service re-opens before repairs to Your Vehicle are completed You **MUST IMMEDIATELY** contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.

**Travel Guard Claim Payment Benefit** - In the event You are unable to return the Vehicle to Your Issuing Dealer, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

**NATURE OF AGREEMENT:** You agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to Service Contracts.

**NOTICE:** The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. You may file a claim with this insurance company if any promise made in the **Service Contract** has been denied or has not been honored within sixty (60) days after the date proof of loss was filed.

## STATE CHANGES

If you purchased this **Service Contract** in any of the following states, the **Service Contract** is amended as indicated below:

**ALABAMA:** The Cancellation provision is amended by revising the cancellation fee to \$25.00

The following is added to the Cancellation provision: A cancellation fee will only be charged for cancellations requested by **You**. It will not apply to cancellations initiated by **Us**. A 10% penalty will be added to any refund not paid or credited within 45 days.

**ALASKA:** The Cancellation provision is amended to state that the cancellation fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If **We** cancel this **Service Contract**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least 60 days before the effective date of cancellation. However, if **We** cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by **You** to provide the information necessary to determine the **Service Contract** purchase price, **We** will mail a written notice of cancellation to **You** at **Your** last known address before the 20th day proceeding the effective date of cancellation. If **We** cancel this **Service Contract** for conviction of **You** of a crime, fraud or material misrepresentation made by **You** or a representative of **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under this **Service Contract**, written notice shall be mailed to **You** at **Your** last known address at least 10 days before the effective date of the cancellation.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**ARIZONA:** The following sentence is added to the Cancellation provision: If **You** are unable to recover a refund from the **Issuing Dealer**, **You** may request from **Us** a refund of the **Service Contract** purchase price.

The following is added to the Arbitration Agreement provision: The arbitration process is voluntary and both parties must mutually agree to arbitration. Any arbitration clause does not preclude Your right to file a complaint with the Arizona Department of Insurance under the provisions of Arizona Revised Statutes §20-1095.04 and 20-1095.09. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under "WHAT IS NOT COVERED AND NON-COVERED PARTS",

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: (10) A **Vehicle** that **You** have modified, or that **You** are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The first sentence of item A. of the How to Make a Claim provision is deleted and replaced with the following:

**IF YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer You must deliver Your Vehicle to the Issuing Dealer at the address shown on the Declaration Page or to a licensed motor vehicle repair facility for repair.**

The last sentence of the Notice provision is deleted and replaced with the following:

**You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days after the date proof of loss was filed.

**ARKANSAS – NOTICE TO PURCHASER:** The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a motor **Vehicle**.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**CALIFORNIA:** The cancellation provision is deleted and replaced with the following:

Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of this **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by **Us** for any reason within 60 days of the **Service Contract** purchase date if **We** mail a notice postmarked before the 61st day after the date **You** purchased this **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, **We** shall refund the full purchase price stated on this **Service Contract** within 30 days from the date of cancellation. However, if **We** have paid a claim, or has advised **You** in writing that it will pay a claim, it shall provide a pro-rata refund.

Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

The Notice provision is deleted and replaced with the following: **NOTICE:** Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is, Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800)927-4357.

## STATE CHANGES CONTINUED

**COLORADO:** This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W823-0407.

**CONNECTICUT:** Resolution of Disputes: If **You** are not satisfied with **Our** resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Cancellation provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.

The following is added to the Contract Territory, Term and Mileage Expiration: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, 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 comes 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 the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase this **Service 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 **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**FLORIDA:** In Florida **We, Us and Our** means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365.

The Cancellation provision is deleted and replaced with the following:

### Cancellation

Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less any claims paid and less an administrative fee of five percent (5%) of this **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After this **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or the odometer has been tampered with or disabled; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of this **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and non-binding. The venue for arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

The first sentence of item A. of the How to Make a Claim provision is deleted and replaced with the following:

**IF YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer, You must deliver Your Vehicle to the Issuing Dealer, if possible, at the address shown on the Declaration Page.**

**GEORGIA:** The Cancellation provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to **Us** along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide **Us** with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by **Us**. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety.

Under, "WHAT IS NOT COVERED AND NON-COVERED PARTS",

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under this **Service Contract** must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

**HAWAII:** The following is added to the Cancellation provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to **Us**; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited within 45 days after the return of this **Service Contract**.

The following language is added to this **Service Contract**: 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 less 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 **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service 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 **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**IDAHO – NOTICE TO PURCHASER:** The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this motor **Vehicle Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

**ILLINOIS:** The Cancellation provision amended by revising the cancellation fee to 10% of the Service Contract purchase price or \$35.00 whichever is less.

**INDIANA:** The following is added to this **Service Contract**: Your proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

**IOWA:** Pursuant to the Iowa Motor **Vehicle Service Contracts** Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Securities Bureau, 340 East Maple Street, Des Moines, Iowa 50319-0066., (515) 281-4441.

**KENTUCKY:** Towing and Substitute Transportation Reimbursement coverages are only available in Kentucky if the benefit is directly related to the **Mechanical Breakdown**.

## STATE CHANGES (CONTINUED)

**LOUISIANA:** The Cancellation provision is deleted and replaced with the following:

**CANCELLATION:** You may cancel this Service Contract by submitting a written request to the Issuing Dealer containing the following information: the Service Contract number; vehicle identification number; current mileage; and make and model of Your Vehicle. If you cancel the Service Contract within sixty (60) days of its date of sale, a full refund will be paid. If you cancel this Service Contract after sixty (60) days of its date of sale, a pro rata refund less a thirty-five (\$35.00) cancellation fee for the unexpired portion of this Service Contract will be paid. The amount of the refund will be calculated as follows: The purchase price of this Service Contract shall be multiplied by the greater of a) the fraction obtained by dividing the total mileage elapsed since the time of sale by the difference between the maximum miles covered and the Vehicle mileage at the time of sale or b) the fraction obtained by dividing the number of months this Service Contract has been in effect since the time of sale by the difference between the maximum number of months the Vehicle was in service prior to the date of sale of this Service Contract. The difference between the number so obtained and the price of this Service Contract, less the cancellation fee, is the amount of the refund.

**MASSACHUSETTS: NOTICE TO PURCHASER:** The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Cancellation provision is amended by deleting the cancellation fee. A cancellation fee will not be charged in Massachusetts.

The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.

The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under What is not covered and non-covered parts the following is added to item #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

**MINNESOTA: MINNESOTA AMENDMENT:** Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor **Vehicle** has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor **Vehicle** has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.

The following is added to the Cancellation provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The What is not covered and non-covered parts provision is amended as follows:

Item #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Item #7 is deleted and replaced with the following: "(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants."

Items # 9, 16 and 19 are deleted.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

The phrases "...but not limited to..." and "...such as..." are deleted wherever they appear in this **Service Contract**.

**MISSISSIPPI:** The Arbitration Agreement provision is voluntary and non-binding.

**NEBRASKA:** The Arbitration Agreement provision is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

**NEVADA:** The following is added to the Cancellation provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **Vehicle**. In the event of cancellation. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 60 days after the return of this **Service Contract**

If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact **Us** for further information).

**NEW HAMPSHIRE:** The following is added to the Notice provision: 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.

**NEW MEXICO:** The following is added to the Cancellation provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **Vehicle**. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**

**NORTH CAROLINA:** The Cancellation provision is amended by revising the cancellation fee to \$35.00 or 10% of the refund amount, whichever is less.

**OKLAHOMA: NOTICE TO PURCHASER:** This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.

The Cancellation provision is amended by revising the cancellation fee to \$35.00 or 10% of the refund amount, whichever is less.

**RHODE ISLAND:** The following language is added to the **Service Contract: 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 less than 36,000 miles at the time of sale

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more 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 **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service 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 **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**SOUTH CAROLINA:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Cancellation provision is amended by revising the cancellation fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

**TEXAS:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** **We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

## STATE CHANGES (CONTINUED)

**VERMONT:** The following is added to the Cancellation provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration Agreement provision is amended to state that Arbitration is binding upon the parties only if both parties agree to the Arbitration process.

**VIRGINIA - We** do not cover loss due to fraud, dishonesty or any criminal act. This applies whether such act is committed by **You** or by any of **Your** partners, officers, directors, employees, trustees or agents, and whether such person acts alone or in collusion with others. **We** do not cover any loss if the owner has other valid and collectible insurance against such loss or if such loss is covered by any other warranty or **Service Contract**. **We** do not cover any loss which occurs while the covered **Vehicle** is used in any illicit trade or transportation or in the commission of a felony. NOTICE TO DEALER: Issuing Dealers are not permitted to sell **Service Contracts** on LEASED vehicles pursuant to the provisions of Administrative Letters 1982-10 and 1982-16.

**WASHINGTON:** The following is added to the Arbitration Agreement provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with this **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Cancellation provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicles** odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within this **Service Contract** are guaranteed by Policy number 55-WAVW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800)950-6060.

**WEST VIRGINIA:** The Arbitration Agreement provision is deleted and replaced with the following:

If **We** and **You** do not agree whether coverage is provided under this **Service Contract** for a claim made by or against **You**, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

**WISCONSIN: THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

**WYOMING:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use, **We** shall mail a written notice to **You** at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract** to **Us**.

The Arbitration Agreement provision is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.



**Definitions -**

**Obligor/Service Provider:** means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc.. In Maine this **Service Contract** is between **You** and the **Issuing Dealer**. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).

**Mechanical Breakdown:** means the failure of a covered part due to a defect in the part of faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of the **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.

**Motor Vehicle/Vehicle:** means the **Vehicle** covered by this **Service Contract**, as identified on the Declarations Page.

**Service Contract Purchase Price/Provider Fee:** means the price paid by **You** for the purchase of this **Service Contract**.

**Service Contract:** means this **Service Contract** and **Your** completed Declarations Page.

**Service Contract Purchaser/Holder:** means the purchaser of this **Service Contract** as named on the Declarations Page.

**Issuing Dealer/Service Contract Seller:** means the entity who sells the **Service Contract** to the **Service Contract Purchaser/Holder**.

**We, Us, or Our:** means the **Obligor/Service Provider**. In Maine **We, Us** or **Our** means the Issuing Dealer.

**You or Your:** means the **Service Contract Purchaser/Holder** as named on the Declarations Page.

**WHAT IS COVERED:** Upon payment of the deductible amount per visit selected on the front of this **Service Contract** and before the expiration of this **Service Contract**, **We** will at **Our** option pay for, repair, replace, or reimburse **You** or the repair facility for the reasonable cost of necessary mechanical repairs to the components in the specific coverage selected due to a **Mechanical Breakdown**, without additional charge to **You**. A **Mechanical Breakdown** does not include gradual reduction in operating performance as a result of normal wear and tear when no **Mechanical Breakdown** has occurred. **Replacement of any part may be made with new parts, remanufactured parts, non-original manufacturer's parts, or with parts of like kind and quality at the time of Mechanical Breakdown.**

**PLAN E POWERTRAIN COMPONENT COVERAGE**

**ENGINE**

All internal lubricated parts; timing belt, pulleys and cover; oil pump; water pump; manifolds; harmonic balancer; engine mounts; turbo, supercharger, and internal parts.

Note: Cases, housing, engine block and cylinder heads are covered only if **damaged by the failure of an internal lubricated part.**

**TRANSMISSION**

All internal lubricated parts; torque converter, vacuum modulator, front pump.

**TRANSMISSION MANUAL/TRANSFER CASE**

All internal lubricated parts.

**REAR-WHEEL DRIVE**

All internal lubricated parts; propeller shafts, supports and U-joints, axle shafts and bearings.

**FRONT-WHEEL DRIVE**

All internal lubricated parts; axle shafts, constant velocity joints, front hub assembly and bearings.

**PLAN F SUPERIOR COMPONENT COVERAGE  
COVERS PLAN E COMPONENTS ABOVE PLUS THE FOLLOWING:**

**ENGINE COOLING SYSTEM**

Fan, fan clutch, fan motor.

**FACTORY AIR CONDITIONING**

Condenser, compressor, evaporator, dryer, temperature control programmer.

**FRONT SUSPENSION**

Struts; upper and lower control arms and shafts and bushings; upper and lower ball joints; stabilizer shaft, linkage and bushings; spindles and supports; wheel bearings.

**STEERING**

All internal lubricated parts; rack and pinion and all internal parts; power cylinder assembly, power steering pump, main and intermediate steering shafts and couplings; tie rods and tie rod ends; idler arm, pitman arm.

**ELECTRICAL**

Alternator; voltage regulator; distributor; starter motor, starter drive and solenoid; electronic ignition module; wiring harnesses; manually operated switches; wiper motor; power window motor; sunroof motor.

**BRAKES**

Master cylinder, power brake booster, wheel cylinders, hydraulic lines and fittings; disc calipers.

**FUEL SYSTEM**

Fuel pump, fuel injection pump, lines, nozzles and vacuum pump.

**PLAN G SUPREME COMPONENT COVERAGE  
COVERS PLAN E COMPONENTS AND PLAN F COMPONENTS ABOVE PLUS THE FOLLOWING:**

**SEALS AND GASKETS**

Seals and gaskets relating to covered components.

**ELECTRONIC HIGH TECH COMPONENTS**

Level control compressor, sensors and limiter valve; pneumatic suspension pump, sensors and valves; fuel injection sensors and control module; ignition module; spark control detonation sensors and controller; drive information display and module; moisture control unit and sensors; anti-detonation sensors; manufacturer installed combination entry system; manufacturer installed anti-theft device; ABS (anti-locking system).

**ELECTRICAL PLUS**

All power motors and solenoids related to the electrical operations of antennas, door locks, power headlight motors, seat motors, mirrors, convertible tops, power trunk releases.

**FACTORY-INSTALLED NAVIGATIONAL SYSTEM**

Display, controls, and all electrical components.

**ADDITIONAL BENEFITS**

**TOWING ASSISTANCE:** If towing becomes necessary, towing costs not payable by insurance will be covered up to \$100.00 per occurrence by Roadside Assistance. **You must call Roadside Assistance, at (888) 233-2371 prior to receiving towing assistance.** (Towing Assistance available where allowed by law).

**SUBSTITUTE TRANSPORTATION REIMBURSEMENT:** In the event of a **Mechanical Breakdown** of a covered component, you may be eligible for substitute transportation reimbursement. Such expense shall be limited to actual per day cost up to \$35.00 per calendar day, a 5 day maximum, not to exceed \$175.00 per occurrence. **The substitute Vehicle must be rented from the Issuing Dealer, the repair facility, or from a licensed rental agency.** Reimbursement of substitute transportation shall not continue beyond the day on which the repairs are completed and the customer is notified of completion. **Rental receipts are required for reimbursement (Rental Reimbursement available where allowed by law.)**

**TRIP INTERRUPTION REIMBURSEMENT:** When a covered breakdown disables a covered **Vehicle** and the covered repairs are completed more than 100 miles away from the **Service Contract Holder's** residence, we will reimburse the **Service Contract Holder** for lodging and meal expenses incurred by the **Service Contract Holder** between the date of **Mechanical Breakdown** and the date on which the covered repairs are completed. You will be reimbursed for actual expenses, up to \$75.00 per day, not to exceed a 3-day maximum of \$225.00. **Receipts are required for reimbursement.** (Trip Interruption Reimbursement available where allowed by law.)

**Complimentary 24-Hour ROADSIDE ASSISTANCE Toll Free (888) 233-2371 - If Your Vehicle** is in need of non-accident related Roadside Assistance, **You** must call the toll-free number listed above for service. For the term of this **Service Contract**, the following benefits are available 24-hours a day, 365 days a year, anywhere in the United States and Canada:

1. *Towing Assistance*
2. *Jump Starts*
3. *Flat Tire Changes* (with customer's inflated spare)
4. *Vehicle Fluid Delivery - cost of fluids extra*
5. *Lock-out Assistance - key cuts/replacement extra*
6. *Concierge Service - courtesy help & emergency phone call support to relatives, police, etc.*

A Maximum Benefit of \$100 per incident applies. Only requests for services dispatched through the above listed number will be honored. (Services are not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.) No Deductible is applied.

**LIMIT OF LIABILITY:** The total of all benefits paid or payable under this Service Contract shall not exceed the purchase price of the Vehicle excluding taxes, title, and licenses cost of the Vehicle. The "Limited" Service Contract is NOT a warranty and does NOT guarantee the utility or performance of the Vehicle. The total benefits payable for any single repair or replacement shall not exceed the actual cash value of the Vehicle immediately prior to the Mechanical Breakdown. This determination will be made using the most current National Automobile Dealers Association Used Car Guide for Your Vehicle.

#### WHAT IS NOT COVERED AND NON-COVERED PARTS

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on page 2 as a "Covered Part"; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc., as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repared, so that the actual mileage can not be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for commercial purposes such as hauling, hauling for hire, delivery, shuttle, taxi or limousine service, law enforcement services, emergency services, security services, snow plowing, cable installation or removal or any Vehicles which are rented; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine's compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); **(9) pre-existing conditions (all covered parts under the Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract);** (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under "YOUR RESPONSIBILITIES" on the Declarations page; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly (except injectors), exhaust system (except manifold), belts and hoses (except A/C high pressure hoses); (21) glass, lenses, sealed beams, tires, trim, moldings, bright metal, upholstery and paint; (22) also not covered on all plans:

**MECHANICAL:** Refrigerant, coolant and fluids unless required for a covered repair. Service adjustments/cleaning, throttle body assembly (except injectors), contaminated fuel system, air conditioning recharge, battery/battery cables, bolts and fasteners, belts, hoses, brakes (front hubs, drums, shoes, lining, disc rotors and pads), exhaust system (including catalytic converter), filters, lights (bulbs, sealed beam and lenses), lubricants, manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders, manual clutch disc, strut inserts, shock absorbers, spark/glow plugs and wires, squeaks and rattles, tires, tune-ups, wheel balancing, wheel alignment, wheel studs, wiper blades, shop supplies and hazardous waste removal. Repairs, retrofit, or replacement of any components caused by or due to compliance with any law or legislation including the Clean Air Act. Navigation Systems are not covered (except if Plan G: Supreme Coverage and if the Navigation System option was selected on the Declaration page of this Service Contract).

**EXTERIOR:** Service adjustments (glass and body parts), bright metal, bumpers, body panels, door handles, hinges, glass, moldings, outside ornamentation, convertible or vinyl tops, paint, rust, sheet metal, side view mirrors (glass and housing), air and water leaks, weather-strip, wheel covers/ornaments and wind noise. Physical damage, alignment or bumper and body parts.

**INTERIOR:** Buttons, carpet, dash pad, door and window handles, knobs, rearview mirror (glass and housing), trim, and upholstery. All non-factory installed items and equipment, such as, but not limited to radios, tape players, compact disc players, graphic equalizers, speakers, cellular telephones, theft deterrent systems, radar detectors, and heads up display system.

**MAINTENANCE RESPONSIBILITIES:** If you fail to perform the manufacturer's recommended maintenance such as oil changes and other periodic services and Your failure results in a Mechanical Breakdown, this will result in loss of Your protection under this Service Contract. Maintenance records from the Vehicle sale date supported by receipts indicating dates, mileage, and services performed must be kept by -You or subsequent owner of this Service Contract and made available to the Issuing Dealer or repair facility upon request.

**CONTRACT TERRITORY, TERM AND MILEAGE EXPIRATION:** This Service Contract applies to a Mechanical Breakdown occurring only within the United States and Canada. This Service Contract is effective on the Date of Sale and expires based on either elapsed time from the Date of Sale at 11:59 local time on that date, or when the Vehicle has accumulated the total mileage limitation, whichever shall occur first, based upon the Term/Mileage selected.

**CANCELLATION:** You may cancel this Service Contract by submitting a written request to the Issuing Dealer containing the following information: the Service Contract number; vehicle identification number; current mileage; and make and model of Your Vehicle. If you cancel this Service Contract within sixty (60) days of its date of sale and no claims have been made, a full refund will be paid. If you cancel this Service Contract after sixty (60) days of its date of sale or after a claim has been made, a pro rata refund less a thirty-five dollar (\$35.00) cancellation fee for the unexpired portion of this Service Contract will be paid. The amount of the refund will be calculated as follows: The purchase price of this Service Contract shall be multiplied by the greater of a) the fraction obtained by dividing the total mileage elapsed since the time of sale by the difference between the maximum miles covered and the Vehicle mileage at the time of sale or b) the fraction obtained by dividing the number of months this Service Contract has been in effect since the time of sale by the difference between the maximum number of months the Vehicle was in service prior to the date of sale of this Service Contract. The difference between the number so obtained and the price of this Service Contract, less the cancellation fee, is the amount of the refund. In the event of a repossession, the lien holder will be the sole payee. **CANCELLATION FEE:** The Cancellation Fee is \$35.00. This Service Contract may be cancelled if the Vehicle does not meet the eligibility and underwriting guidelines of Our Insurer.

**Important:** See State Changes regarding Your rights, privileges, and conditions governing cancellation of this Service Contract in Your state.

**ARBITRATION AGREEMENT:** In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this Service Contract or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of the Contract's effective date ([www.adr.org](http://www.adr.org)). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

**TRANSFER OF VEHICLE OWNERSHIP:** In the event you sell the covered Vehicle, this Service Contract shall terminate. You may apply for a transfer to the new owner. Submit immediately (within fifteen [15] days of the change in ownership) to the Issuing Dealer in writing, along with the transfer fee of \$50.00, the following: The Service Contract number, vehicle identification number, mileage, make and model of the Vehicle, date of sale of the Vehicle, and the name and address of both Yourself and the new owner of the covered Vehicle. This Service Contract may not be assigned separately from the covered Vehicle, nor can it be assigned to a new or used car dealership or anyone other than an individual person purchasing Your Vehicle. Copies of maintenance records must be obtained from the original owner by the new owner of the Vehicle to assure transfer of the manufacturer's warranty. In the event this Service Contract is properly transferred to an individual person purchasing Your Vehicle in accordance with the terms and conditions above, this Service Contract may not be transferred by the new owner of the covered Vehicle to any subsequent owner under any circumstance.

**Important:** See State Changes regarding Your rights, privileges, and conditions governing transfer of this Service Contract in Your state.

## HOW TO MAKE A CLAIM

**CLAIMS SERVICE PHONE NUMBER AND ADDRESS:** Nationwide Toll Free (800) 242-9442. P.O. Box 4493, Woodland Hills, CA 91365.

**CLAIMS SERVICE BUSINESS HOURS:** Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.

**AFTER HOURS CLAIMS SERVICE:** For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section B. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.

It is a condition for coverage that **BEFORE ANY REPAIR or replacement is made, the Service Contract Purchaser (or the chosen Repair Facility) MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE.** The Claims Service shall have a reasonable period of time to exercise its option to inspect the Vehicle.

**A. In the event of a Mechanical Breakdown, You MUST follow this procedure:**

If **YOUR VEHICLE IS WITHIN FORTY (40) MILES** of the Issuing Dealer, You **MUST** deliver Your Vehicle to the Issuing Dealer at the address shown on the Declaration Page.

1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered Mechanical Breakdown, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the Mechanical Breakdown is covered under this Service Contract, We will also pay the reasonable cost to tear down.

2. Return Your Vehicle to the Issuing Dealer or any licensed repair facility and present a copy of this Service Contract. Contact the Claims Service at the above number before repairs begin.

3. Provide receipts for required maintenance servicing. (See "Your Responsibilities" in the Declarations section.)

4. Pay the applicable deductible and any other non-covered charges.

**B. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:**

1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.

2. You or the Repairer must contact the Claim Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.

3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.

4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.

5. If Claims Service re-opens before repairs to Your Vehicle are completed You **MUST IMMEDIATELY** contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.

**Travel Guard Claim Payment Benefit** - In the event You are unable to return the Vehicle to Your Issuing Dealer, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

**NATURE OF AGREEMENT:** You agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to Service Contracts.

**NOTICE:** The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. You may file a claim with this insurance company if any promise made in the **Service Contract** has been denied or has not been honored within sixty (60) days after the date proof of loss was filed.

## STATE CHANGES

If you purchased this **Service Contract** in any of the following states, the **Service Contract** is amended as indicated below:

**ALABAMA:** The Cancellation provision is amended by revising the cancellation fee to \$25.00

The following is added to the Cancellation provision: A cancellation fee will only be charged for cancellations requested by **You**. It will not apply to cancellations initiated by **Us**. A 10% penalty will be added to any refund not paid or credited within 45 days.

**ALASKA:** The Cancellation provision is amended to state that the cancellation fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If **We** cancel this **Service Contract**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least 60 days before the effective date of cancellation. However, if **We** cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by **You** to provide the information necessary to determine the **Service Contract** purchase price, **We** will mail a written notice of cancellation to **You** at **Your** last known address before the 20th day proceeding the effective date of cancellation. If **We** cancel this **Service Contract** for conviction of **You** of a crime, fraud or material misrepresentation made by **You** or a representative of **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under this **Service Contract**, written notice shall be mailed to **You** at **Your** last known address at least 10 days before the effective date of the cancellation. The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**ARIZONA:** The following sentence is added to the Cancellation provision: If **You** are unable to recover a refund from the **Issuing Dealer**, **You** may request from **Us** a refund of the **Service Contract** purchase price.

The following is added to the Arbitration Agreement provision: The arbitration process is voluntary and both parties must mutually agree to arbitration. Any arbitration clause does not preclude Your right to file a complaint with the Arizona Department of Insurance under the provisions of Arizona Revised Statutes §20-1095.04 and 20-1095.09. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under "WHAT IS NOT COVERED AND NON-COVERED PARTS",

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: (10) A **Vehicle** that **You** have modified, or that **You** are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The first sentence of item A. of the How to Make a Claim provision is deleted and replaced with the following:

**IF YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer You must deliver Your Vehicle to the Issuing Dealer at the address shown on the Declaration Page or to a licensed motor vehicle repair facility for repair.**

The last sentence of the Notice provision is deleted and replaced with the following:

**You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days after the date proof of loss was filed.

**ARKANSAS – NOTICE TO PURCHASER:** The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a motor **Vehicle**. The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**CALIFORNIA:** The cancellation provision is deleted and replaced with the following:

Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of this **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by **Us** for any reason within 60 days of the **Service Contract** purchase date if **We** mail a notice postmarked before the 61st day after the date **You** purchased this **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, **We** shall refund the full purchase price stated on this **Service Contract** within 30 days from the date of cancellation. However, if **We** have paid a claim, or has advised **You** in writing that it will pay a claim, it shall provide a pro-rata refund.

Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Roadside Assistance provided through Emergency Response Marketing at (888) 233-2371.

The Notice provision is deleted and replaced with the following: **NOTICE:** Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is, Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800)927-4357.

## STATE CHANGES CONTINUED

**COLORADO:** This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W823-0407.

**CONNECTICUT:** Resolution of Disputes: If **You** are not satisfied with **Our** resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Cancellation provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.

The following is added to the Contract Territory, Term and Mileage Expiration: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, 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 comes 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 the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase this **Service 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 **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**FLORIDA: In Florida We, Us and Our means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365.**

The Cancellation provision is deleted and replaced with the following:

### Cancellation

Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less any claims paid and less an administrative fee of five percent (5%) of this **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After this **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or the odometer has been tampered with or disabled; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of this **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and non-binding. The venue for arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

The first sentence of item A. of the How to Make a Claim provision is deleted and replaced with the following:

**IF YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer, You must deliver Your Vehicle to the Issuing Dealer, if possible, at the address shown on the Declaration Page.**

**GEORGIA:** The Cancellation provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to **Us** along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide **Us** with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by **Us**. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety.

Under, "WHAT IS NOT COVERED AND NON-COVERED PARTS",

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under this **Service Contract** must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

**HAWAII:** The following is added to the Cancellation provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to **Us**; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited within 45 days after the return of this **Service Contract**.

The following language is added to this **Service Contract**: 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 less 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 **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service 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 **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**IDAHO – NOTICE TO PURCHASER:** The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this motor **Vehicle** **Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

**ILLINOIS:** The Cancellation provision amended by revising the cancellation fee to 10% of the Service Contract purchase price or \$35.00 whichever is less.

**INDIANA:** The following is added to this **Service Contract**: Your proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

**IOWA:** Pursuant to the Iowa Motor **Vehicle** **Service Contracts** Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Securities Bureau, 340 East Maple Street, Des Moines, Iowa 50319-0066., (515) 281-4441.

**KANSAS:** The Roadside Assistance coverage is not available in Kansas.

**KENTUCKY:** Towing, Substitute Transportation Reimbursement, Trip Interruption Reimbursement and Roadside assistance coverages are only available in Kentucky if the benefit is directly related to the **Mechanical Breakdown**.

## STATE CHANGES (CONTINUED)

**LOUISIANA:** The Cancellation provision is deleted and replaced with the following:

**CANCELLATION:** You may cancel this Service Contract by submitting a written request to the Issuing Dealer containing the following information: the Service Contract number; vehicle identification number; current mileage; and make and model of Your Vehicle. If you cancel the Service Contract within sixty (60) days of its date of sale, a full refund will be paid. If you cancel this Service Contract after sixty (60) days of its date of sale, a pro rata refund less a thirty-five (\$35.00) cancellation fee for the unexpired portion of this Service Contract will be paid. The amount of the refund will be calculated as follows: The purchase price of this Service Contract shall be multiplied by the greater of a) the fraction obtained by dividing the total mileage elapsed since the time of sale by the difference between the maximum miles covered and the Vehicle mileage at the time of sale or b) the fraction obtained by dividing the number of months this Service Contract has been in effect since the time of sale by the difference between the maximum number of months the Vehicle was in service prior to the date of sale of this Service Contract. The difference between the number so obtained and the price of this Service Contract, less the cancellation fee, is the amount of the refund.

**MASSACHUSETTS: NOTICE TO PURCHASER:** The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Cancellation provision is amended by deleting the cancellation fee. A cancellation fee will not be charged in Massachusetts.

The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.

The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under What is not covered and non-covered parts the following is added to item #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

**MINNESOTA: MINNESOTA AMENDMENT:** Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor **Vehicle** has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor **Vehicle** has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.

The following is added to the Cancellation provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The What is not covered and non-covered parts provision is amended as follows:

Item #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repairs after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Item #7 is deleted and replaced with the following: "(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants."

Items # 9, 16 and 19 are deleted.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

The phrases "...but not limited to..." and "...such as..." are deleted wherever they appear in this **Service Contract**.

**MISSISSIPPI:** The Arbitration Agreement provision is voluntary and non-binding.

**NEBRASKA:** The Arbitration Agreement provision is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

**NEVADA:** The following is added to the Cancellation provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **Vehicle**. In the event of cancellation. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 60 days after the return of this **Service Contract**

If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact **Us** for further information).

**NEW HAMPSHIRE:** The following is added to the Notice provision: 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.

**NEW MEXICO:** The following is added to the Cancellation provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **Vehicle**. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**

**NORTH CAROLINA:** The Cancellation provision is amended by revising the cancellation fee to \$35.00 or 10% of the refund amount, whichever is less.

**OKLAHOMA: NOTICE TO PURCHASER:** This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.

The Cancellation provision is amended by revising the cancellation fee to \$35.00 or 10% of the refund amount, whichever is less.

**RHODE ISLAND:** The following language is added to the **Service Contract: 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 less than 36,000 miles at the time of sale

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more 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 **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service 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 **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**SOUTH CAROLINA:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Cancellation provision is amended by revising the cancellation fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

**TEXAS:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** **We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

## STATE CHANGES (CONTINUED)

**UTAH:** Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon **Our** failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on **Our** behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to **Our** contractual obligations under this **Service Contract** issued or sold by **Us**.

The following is added to the Cancellation provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section B.5 of "How to Make a Claim": **Your** failure to submit items B.1, B.2, and B.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the "How to Make a Claim" section: **NATURE OF AGREEMENT:** **You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty— Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to **Service Contracts**.

**VERMONT:** The following is added to the Cancellation provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration Agreement provision is amended to state that Arbitration is binding upon the parties only if both parties agree to the Arbitration process.

**VIRGINIA - We** do not cover loss due to fraud, dishonesty or any criminal act. This applies whether such act is committed by **You** or by any of **Your** partners, officers, directors, employees, trustees or agents, and whether such person acts alone or in collusion with others. **We** do not cover any loss if the owner has other valid and collectible insurance against such loss or if such loss is covered by any other warranty or **Service Contract**. **We** do not cover any loss which occurs while the covered **Vehicle** is used in any illicit trade or transportation or in the commission of a felony. NOTICE TO DEALER: Issuing Dealers are not permitted to sell **Service Contracts** on LEASED vehicles pursuant to the provisions of Administrative Letters 1982-10 and 1982-16.

**WASHINGTON:** The following is added to the Arbitration Agreement provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with this **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Cancellation provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicles** odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**. The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within this **Service Contract** are guaranteed by Policy number 55-WAVW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800)950-6060.

**WEST VIRGINIA:** The Arbitration Agreement provision is deleted and replaced with the following:

If **We** and **You** do not agree whether coverage is provided under this **Service Contract** for a claim made by or against **You**, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will:

(a) pay its chosen arbitrator; and

(b) bear the other expenses of the third arbitrator equally.

**WISCONSIN: THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

**WYOMING:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use, **We** shall mail a written notice to **You** at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract** to **Us**.

The Arbitration Agreement provision is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.



**Definitions -**

**Obligor/Service Provider:** means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc.. In Maine this **Service Contract** is between **You** and the **Issuing Dealer**. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).

**Mechanical Breakdown:** means the failure of a covered part due to a defect in the part of faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of the **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.

**Motor Vehicle/Vehicle:** means the **Vehicle** covered by this **Service Contract**, as identified on the Declarations Page.

**Service Contract Purchase Price/Provider Fee:** means the price paid by **You** for the purchase of this **Service Contract**.

**Service Contract:** means this **Service Contract** and **Your** completed Declarations Page.

**Service Contract Purchaser/Holder:** means the purchaser of this **Service Contract** as named on the Declarations Page.

**Issuing Dealer/Service Contract Seller:** means the entity who sells the **Service Contract** to the **Service Contract Purchaser/Holder**.

**We, Us, or Our:** means the **Obligor/Service Provider**. In Maine **We, Us** or **Our** means the Issuing Dealer.

**You or Your:** means the **Service Contract Purchaser/Holder** as named on the Declarations Page.

**WHAT IS COVERED:** Upon payment of the deductible amount per visit selected on the front of this **Service Contract** and before the expiration of this **Service Contract**, **We** will at **Our** option pay for, repair, replace, or reimburse **You** or the repair facility for the reasonable cost of necessary mechanical repairs to the components in the specific coverage selected due to a **Mechanical Breakdown**, without additional charge to **You**. A **Mechanical Breakdown** does not include gradual reduction in operating performance as a result of normal wear and tear when no **Mechanical Breakdown** has occurred. **Replacement of any part may be made with new parts, remanufactured parts, non-original manufacturer's parts, or with parts of like kind and quality at the time of Mechanical Breakdown.**

**PLAN P POWERTRAIN COMPONENT COVERAGE**

**ENGINE**

All internal lubricated parts; timing chains, gears and cover, timing belt, tensioner, pulleys and cover; oil pump and gears; water pump; valve covers; oil pan; manifolds; flywheel; harmonic balancer; engine mounts; seals and gaskets; turbo, supercharger, and internal parts. Note: Cases, housings, engine block and cylinder heads are covered only if **damaged by the failure of an internal lubricated part.**

**TRANSMISSION AUTOMATIC/TRANSFER CASE**

All internal lubricated parts; torque converter; vacuum modulator; front pump; transmission mounts; seals and gaskets.

**TRANSMISSION MANUAL/TRANSFER CASE**

All internal lubricated parts; transmission mounts; seals and gaskets.

**FRONT-WHEEL DRIVE**

All internal lubricated parts; axle shafts; constant velocity joints; front hub assembly and bearings; seals and gaskets.

**REAR-WHEEL DRIVE**

All internal lubricated parts; propeller shafts, supports and U-joints; axle shafts and bearings; seals and gaskets.

**PLAN A COMPREHENSIVE COMPONENT COVERAGE  
PLAN P COMPONENTS ABOVE PLUS THE FOLLOWING COMPONENTS:**

**ENGINE COOLING SYSTEM**

Fan, fan clutch, fan motor.

**FACTORY AIR CONDITIONING**

Condenser, compressor, evaporator, dryer, temperature control programmer, seals and gaskets.

**FRONT SUSPENSION**

Struts; upper and lower control arms and shafts and bushings; upper and lower ball joints; stabilizer shaft; linkage and bushings; spindles and supports; wheel bearings.

**STEERING**

All internal lubricated parts; rack and pinion and all internal parts; power cylinder assembly, power steering pump, main and intermediate steering shafts and couplings; tie rods and tie rod ends; idler arm; pitman arm.

**FUEL SYSTEM**

Fuel pump, fuel injection pump, lines, nozzles and vacuum pump.

**BRAKES**

Master cylinder; power brake booster, wheel cylinders; hydraulic lines and fittings; disc calipers.

**ELECTRICAL**

Alternator, voltage regulator, distributor, starter motor, starter drive and solenoid; electronic ignition module, wiring harnesses, manually operated switches, wiper motor, power window motor, sunroof motor.

**ELECTRONIC HIGH TECH COMPONENTS**

Level control compressor, sensors and limiter valve; pneumatic suspension pump, sensors and valves; fuel injection sensors and control module; ignition module; spark control detonation sensors and controller; drive information display and module; moisture control unit and sensors; anti-detonation sensors; manufacturer installed combination entry system; manufacturer installed anti-theft device; ABS (anti-locking system).

**ELECTRICAL PLUS**

All power motors and solenoids related to the electrical operations of antennas, door locks, power headlight motors, seat motors, mirrors, convertible tops, power trunk releases.

**FACTORY-INSTALLED NAVIGATIONAL SYSTEM**

Display, controls, and all electrical components.

**PLAN B EXCLUSIONARY COVERAGE  
PLAN P AND PLAN A COVERAGE PLUS:**

Plan B Exclusionary Coverage provides all the coverage as listed above and also provides coverage for repair/replacement of ALL original equipment factory-installed mechanical and electrical operating parts and assemblies on the covered vehicle **except those items under "WHAT IS NOT COVERED and NON COVERED PARTS" shown below.**

**ADDITIONAL BENEFITS**

**TOWING REIMBURSEMENT:** If towing becomes necessary, due to a breakdown of a covered component, actual towing costs, not payable by insurance, will be covered up to \$50.00 per occurrence.

**SUBSTITUTE TRANSPORTATION REIMBURSEMENT:** In the event of a **Mechanical Breakdown** of a covered component, you may be eligible for substitute transportation reimbursement. Such expense shall be limited to actual per day cost up to \$35.00 per calendar day, a 5 day maximum, not to exceed \$175.00 per occurrence. **The substitute Vehicle must be rented from the Issuing Dealer, the repair facility, or from a licensed rental agency.** Reimbursement of substitute transportation shall not continue beyond the day on which the repairs are completed and the customer is notified of completion. **Rental receipts are required for reimbursement (Rental Reimbursement available where allowed by law.)**

**LIMIT OF LIABILITY:** The total of all benefits paid or payable under this **Service Contract** shall not exceed the purchase price of the **Vehicle** excluding taxes, title, and licenses cost of the **Vehicle**. This "Limited" **Service Contract** is NOT a warranty and does NOT guarantee the utility or performance of the **Vehicle**. The total benefits payable for any single repair or replacement shall not exceed the actual cash value of the **Vehicle** immediately prior to the **Mechanical Breakdown**. This determination will be made using the most current National Automobile Dealers Association Used Car Guide for Your **Vehicle**.

## WHAT IS NOT COVERED AND NON-COVERED PARTS

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on page 2 as a "Covered Part"; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc., as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repared, so that the actual mileage can not be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for commercial purposes such as hauling, hauling for hire, delivery, shuttle, taxi or limousine service, law enforcement services, emergency services, security services, snow plowing, cable installation or removal or any Vehicles which are rented; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine's compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); (9) **pre-existing conditions (all covered parts under the Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract)**; (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under "YOUR RESPONSIBILITIES on the Declarations page; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; (21) glass, lenses, sealed beams, tires, trim, moldings, bright metal, upholstery and paint; (22) also not covered on all plans:

**MECHANICAL:** Refrigerant, coolant and fluids unless required for a covered repair. Service adjustments/cleaning, throttle body assembly (except injectors), contaminated fuel system, air conditioning recharge, battery/battery cables, bolts and fasteners, belts, hoses, brakes (front hubs, drums, shoes, lining, disc rotors and pads), exhaust system (including catalytic converter), filters, lights (bulbs, sealed beam and lenses), lubricants, manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders, manual clutch disc, strut inserts, shock absorbers, spark/glow plugs and wires, squeaks and rattles, tires, tune-ups, wheel balancing, wheel alignment, wheel studs, wiper blades, shop supplies and hazardous waste removal. Repairs, retrofit, or replacement of any components caused by or due to compliance with any law or legislation including the Clean Air Act. Navigation Systems are not covered ((except if the Navigation System option was selected on the Declarations page of this Service Contract). Navigation System coverage not available for Plan P: Powertrain Coverage.

**EXTERIOR:** Service adjustments (glass and body parts), bright metal, bumpers, body panels, door handles, hinges, glass, moldings, outside ornamentation, convertible or vinyl tops, paint, rust, sheet metal, side view mirrors (glass and housing), air and water leaks, weather-strip, wheel covers/ornaments and wind noise. Physical damage, alignment or bumper and body parts.

**INTERIOR:** Buttons, carpet, dash pad, door and window handles, knobs, rearview mirror (glass and housing), trim, and upholstery. All non-factory installed items and equipment, such as, but not limited to radios, tape players, compact disc players, graphic equalizers, speakers, cellular telephones, theft deterrent systems, radar detectors, and heads up display system.

**MAINTENANCE RESPONSIBILITIES:** If you fail to perform the manufacturer's recommended maintenance such as oil changes and other periodic services where the failure to maintain the Vehicle involved the failed part and Your failure results in a Mechanical Breakdown, this will result in loss of Your protection under this Service Contract. Maintenance records from the Vehicle sale date supported by receipts indicating dates, mileage, and services performed must be kept by to You or subsequent owner of this Service Contract and made available to the Issuing Dealer or repair facility upon request.

**CONTRACT TERRITORY, TERM AND MILEAGE EXPIRATION:** This Service Contract applies to a Mechanical Breakdown occurring only within the United States and Canada. This Service Contract is effective on the Date of Sale and expires based on either elapsed time from the Date of Sale at 11:59 local time on that date, or when the Vehicle has accumulated the total mileage limitation, whichever shall occur first, based upon the Term/Mileage selected.

**CANCELLATION:** You may cancel this Service Contract by submitting a written request to the Issuing Dealer containing the following information: the Service Contract number; vehicle identification number; current mileage; and make and model of Your Vehicle. If you cancel this Service Contract within sixty (60) days of its date of sale and no claims have been made, a full refund will be paid. If you cancel this Service Contract after sixty (60) days of its date of sale or after a claim has been made, a pro rata refund less a thirty-five dollar (\$35.00) cancellation fee for the unexpired portion of this Service Contract will be paid. The amount of the refund will be calculated as follows: The purchase price of this Service Contract shall be multiplied by the greater of a) the fraction obtained by dividing the total mileage elapsed since the time of sale by the difference between the maximum miles covered and the Vehicle mileage at the time of sale or b) the fraction obtained by dividing the number of months this Service Contract has been in effect since the time of sale by the difference between the maximum number of months the Vehicle was in service prior to the date of sale of this Service Contract. The difference between the number so obtained and the price of this Service Contract, less the cancellation fee, is the amount of the refund. In the event of a repossession, the lien holder will be the sole payee. **CANCELLATION FEE:** The Cancellation Fee is \$35.00. This Service Contract may be cancelled if the Vehicle does not meet the eligibility and underwriting guidelines of Our Insurer.

**Important:** See State Changes regarding Your rights, privileges, and conditions governing cancellation of this Service Contract in Your state.

**ARBITRATION AGREEMENT:** In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this Service Contract or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of the Contract's effective date ([www.adr.org](http://www.adr.org)). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

**TRANSFER OF VEHICLE OWNERSHIP:** In the event you sell the covered Vehicle, this Service Contract shall terminate. You may apply for a transfer to the new owner. Submit immediately (within fifteen [15] days of the change in ownership) to the Issuing Dealer in writing, along with the transfer fee of \$50.00, the following: The Service Contract number, Vehicle identification number, mileage, make and model of the Vehicle, date of sale of the Vehicle, and the name and address of both Yourself and the new owner of the covered Vehicle. This Service Contract may not be assigned separately from the covered Vehicle, nor can it be assigned to a new or used car dealership or anyone other than an individual person purchasing Your Vehicle. Copies of maintenance records must be obtained from the original owner by the new owner of the Vehicle to assure transfer of the manufacturer's warranty. In the event this Service Contract is properly transferred to an individual person purchasing Your Vehicle in accordance with the terms and conditions above, this Service Contract may not be transferred by the new owner of the covered Vehicle to any subsequent owner under any circumstance.

**Important:** See State Changes regarding Your rights, privileges, and conditions governing transfer of this Service Contract in Your state.

## HOW TO MAKE A CLAIM

**CLAIMS SERVICE PHONE NUMBER AND ADDRESS:** Nationwide Toll Free (800) 242-9442. P.O. Box 4493, Woodland Hills, CA 91365.

**CLAIMS SERVICE BUSINESS HOURS:** Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.

**AFTER HOURS CLAIMS SERVICE:** For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section B. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.

It is a condition for coverage that **BEFORE ANY REPAIR or replacement is made, the Service Contract Purchaser (or the chosen Repair Facility) MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE.** The Claims Service shall have a reasonable period of time to exercise its option to inspect the Vehicle.

**A. In the event of a Mechanical Breakdown, You MUST follow this procedure:**

**If YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer, You MUST deliver Your Vehicle to the Issuing Dealer at the address shown on the Declaration Page.**

1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered Mechanical Breakdown, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the Mechanical Breakdown is covered under this Service Contract, We will also pay the reasonable cost to tear down.

2. Return Your Vehicle to the Issuing Dealer or any licensed repair facility and present a copy of this Service Contract. Contact the Claims Service at the above number before repairs begin.

3. Provide receipts for required maintenance servicing. (See "Your Responsibilities" in the Declarations section.)

4. Pay the applicable deductible and any other non-covered charges.

**B. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:**

1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.

2. You or the Repairer must contact the Claim Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.

3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.

4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.

5. If Claims Service re-opens before repairs to Your Vehicle are completed You MUST IMMEDIATELY contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.

**Travel Guard Claim Payment Benefit** - In the event You are unable to return the Vehicle to Your Issuing Dealer, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

**NATURE OF AGREEMENT:** You agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to Service Contracts.

**NOTICE:** The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. You may file a claim with this insurance company if any promise made in the **Service Contract** has been denied or has not been honored within sixty (60) days after the date proof of loss was filed.

## STATE CHANGES

If you purchased this **Service Contract** in any of the following states, the **Service Contract** is amended as indicated below:

**ALABAMA:** The Cancellation provision is amended by revising the cancellation fee to \$25.00

The following is added to the Cancellation provision: A cancellation fee will only be charged for cancellations requested by **You**. It will not apply to cancellations initiated by **Us**. A 10% penalty will be added to any refund not paid or credited within 45 days.

**ALASKA:** The Cancellation provision is amended to state that the cancellation fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If **We** cancel this **Service Contract**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least 60 days before the effective date of cancellation. However, if **We** cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by **You** to provide the information necessary to determine the **Service Contract** purchase price, **We** will mail a written notice of cancellation to **You** at **Your** last known address before the 20th day proceeding the effective date of cancellation. If **We** cancel this **Service Contract** for conviction of **You** of a crime, fraud or material misrepresentation made by **You** or a representative of **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under this **Service Contract**, written notice shall be mailed to **You** at **Your** last known address at least 10 days before the effective date of the cancellation.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**ARIZONA:** The following sentence is added to the Cancellation provision: If **You** are unable to recover a refund from the **Issuing Dealer**, **You** may request from **Us** a refund of the **Service Contract** purchase price.

The following is added to the Arbitration Agreement provision: The arbitration process is voluntary and both parties must mutually agree to arbitration. Any arbitration clause does not preclude Your right to file a complaint with the Arizona Department of Insurance under the provisions of Arizona Revised Statutes §20-1095.04 and 20-1095.09. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under "WHAT IS NOT COVERED AND NON-COVERED PARTS",

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: (10) A **Vehicle** that **You** have modified, or that **You** are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The first sentence of item A. of the How to Make a Claim provision is deleted and replaced with the following:

**IF YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer You must deliver Your Vehicle to the Issuing Dealer at the address shown on the Declaration Page or to a licensed motor vehicle repair facility for repair.**

The last sentence of the Notice provision is deleted and replaced with the following:

**You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days after the date proof of loss was filed.

**ARKANSAS – NOTICE TO PURCHASER:** The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a motor **Vehicle**. The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**CALIFORNIA:** The cancellation provision is deleted and replaced with the following:

Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of this **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by **Us** for any reason within 60 days of the **Service Contract** purchase date if **We** mail a notice postmarked before the 61st day after the date **You** purchased this **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, **We** shall refund the full purchase price stated on this **Service Contract** within 30 days from the date of cancellation. However, if **We** have paid a claim, or has advised **You** in writing that it will pay a claim, it shall provide a pro-rata refund.

Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

The Notice provision is deleted and replaced with the following: **NOTICE:** Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is, Lyndon Property Insurance company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800)927-4357.

## STATE CHANGES (CONTINUED)

**COLORADO:** This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W823-0407.

**CONNECTICUT:** Resolution of Disputes: If **You** are not satisfied with **Our** resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Cancellation provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.

The following is added to the Contract Territory, Term and Mileage Expiration: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, 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 comes 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 the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase this **Service 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 **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**FLORIDA:** In Florida **We, Us and Our** means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365.

The Cancellation provision is deleted and replaced with the following:

### Cancellation

Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less any claims paid and less an administrative fee of five percent (5%) of this **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After this **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or the odometer has been tampered with or disabled; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of this **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and non-binding. The venue for arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

The first sentence of item A. of the How to Make a Claim provision is deleted and replaced with the following:

**IF YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer, You must deliver Your Vehicle to the Issuing Dealer, if possible, at the address shown on the Declaration Page.**

**GEORGIA:** The Cancellation provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to **Us** along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide **Us** with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by **Us**. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety.

Under, "WHAT IS NOT COVERED AND NON-COVERED PARTS",

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under this **Service Contract** must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

**HAWAII:** The following is added to the Cancellation provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to **Us**; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited within 45 days after the return of this **Service Contract**.

The following language is added to this **Service Contract**: 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 less 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 **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service 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 **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**IDAHO – NOTICE TO PURCHASER:** The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this motor **Vehicle Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

**ILLINOIS:** The Cancellation provision amended by revising the cancellation fee to 10% of the Service Contract purchase price or \$35.00 whichever is less.

**INDIANA:** The following is added to this **Service Contract**: Your proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

**IOWA:** Pursuant to the Iowa Motor **Vehicle Service Contracts** Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Securities Bureau, 340 East Maple Street, Des Moines, Iowa 50319-0066., (515) 281-4441.

**KENTUCKY:** Towing and Substitute Transportation Reimbursement coverages are only available in Kentucky if the benefit is directly related to the **Mechanical Breakdown**.

## STATE CHANGES (CONTINUED)

**LOUISIANA:** The Cancellation provision is deleted and replaced with the following:

**CANCELLATION:** You may cancel this Service Contract by submitting a written request to the Issuing Dealer containing the following information: the Service Contract number; vehicle identification number; current mileage; and make and model of Your Vehicle. If you cancel the Service Contract within sixty (60) days of its date of sale, a full refund will be paid. If you cancel this Service Contract after sixty (60) days of its date of sale, a pro rata refund less a thirty-five (\$35.00) cancellation fee for the unexpired portion of this Service Contract will be paid. The amount of the refund will be calculated as follows: The purchase price of this Service Contract shall be multiplied by the greater of a) the fraction obtained by dividing the total mileage elapsed since the time of sale by the difference between the maximum miles covered and the Vehicle mileage at the time of sale or b) the fraction obtained by dividing the number of months this Service Contract has been in effect since the time of sale by the difference between the maximum number of months the Vehicle was in service prior to the date of sale of this Service Contract. The difference between the number so obtained and the price of this Service Contract, less the cancellation fee, is the amount of the refund.

**MASSACHUSETTS: NOTICE TO PURCHASER:** The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Cancellation provision is amended by deleting the cancellation fee. A cancellation fee will not be charged in Massachusetts.

The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.

The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under What is not covered and non-covered parts the following is added to item #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

**MINNESOTA: MINNESOTA AMENDMENT:** Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor **Vehicle** has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor **Vehicle** has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.

The following is added to the Cancellation provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The What is not covered and non-covered parts provision is amended as follows:

Item #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repaired after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Item #7 is deleted and replaced with the following: "(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants."

Items # 9, 16 and 19 are deleted.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

The phrases "...but not limited to..." and "...such as..." are deleted wherever they appear in this **Service Contract**.

**MISSISSIPPI:** The Arbitration Agreement provision is voluntary and non-binding.

**NEBRASKA:** The Arbitration Agreement provision is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

**NEVADA:** The following is added to the Cancellation provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **Vehicle**. In the event of cancellation. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 60 days after the return of this **Service Contract**

If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact **Us** for further information).

**NEW HAMPSHIRE:** The following is added to the Notice provision: 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.

**NEW MEXICO:** The following is added to the Cancellation provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **Vehicle**. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**

**NORTH CAROLINA:** The Cancellation provision is amended by revising the cancellation fee to \$35.00 or 10% of the refund amount, whichever is less.

**OKLAHOMA: NOTICE TO PURCHASER:** This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.

The Cancellation provision is amended by revising the cancellation fee to \$35.00 or 10% of the refund amount, whichever is less.

**RHODE ISLAND:** The following language is added to the **Service Contract: 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 less than 36,000 miles at the time of sale

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more 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 **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service 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 **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**SOUTH CAROLINA:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Cancellation provision is amended by revising the cancellation fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

**TEXAS:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** **We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

## STATE CHANGES (CONTINUED)

**VERMONT:** The following is added to the Cancellation provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration Agreement provision is amended to state that Arbitration is binding upon the parties only if both parties agree to the Arbitration process.

**VIRGINIA - We** do not cover loss due to fraud, dishonesty or any criminal act. This applies whether such act is committed by **You** or by any of **Your** partners, officers, directors, employees, trustees or agents, and whether such person acts alone or in collusion with others. **We** do not cover any loss if the owner has other valid and collectible insurance against such loss or if such loss is covered by any other warranty or **Service Contract**. **We** do not cover any loss which occurs while the covered **Vehicle** is used in any illicit trade or transportation or in the commission of a felony. NOTICE TO DEALER: Issuing Dealers are not permitted to sell **Service Contracts** on LEASED vehicles pursuant to the provisions of Administrative Letters 1982-10 and 1982-16.

**WASHINGTON:** The following is added to the Arbitration Agreement provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with this **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Cancellation provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicles** odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within this **Service Contract** are guaranteed by Policy number 55-WAVW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800)950-6060.

**WEST VIRGINIA:** The Arbitration Agreement provision is deleted and replaced with the following:

If **We** and **You** do not agree whether coverage is provided under this **Service Contract** for a claim made by or against **You**, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

**WISCONSIN: THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

**WYOMING:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use, **We** shall mail a written notice to **You** at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract** to **Us**.

The Arbitration Agreement provision is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.

**CLAIMS SERVICE OFFICE**

Western General Dealer Services, Inc.

In CO, IA, IL, PA and TN: WG Dealer Services

In FL and OK: Western General Warranty Corporation (License #60078)

In LA, WA and WI: Protective Administrative Services, Inc.

P.O.Box 4493, Woodland Hills, CA 91365 (800)242-9442

# Portfolio Elite Protection Plan

Lyndon Property Insurance Company

14755 N. Outer Forty Rd., Ste 400

St. Louis, MO 63017

**for Premium Vehicles includes Roadside Assistance**

**DECLARATION PAGE**

**PER -**

<b>1</b>	<b>CHECK COVERAGE</b> See Reverse Side of Service Contract For Coverage <input type="radio"/> Plan P: Powertrain Coverage <input type="radio"/> Plan A: Comprehensive Coverage <input type="radio"/> Plan B: Exclusionary Coverage	<b>CLAIMS TOLL FREE</b> <b>1(800) 242-9442</b>
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<b>2</b>	<b>CHECK DEDUCTIBLE AMOUNT PER VISIT</b> <input type="radio"/> \$100 Standard <input type="radio"/> \$200 <input type="radio"/> \$50 <input type="radio"/> \$25 <input type="radio"/> OTHER _____
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<b>3</b>	<b>CHECK TERM &amp; MILEAGE</b> <b>This Service Contract expires by time from the vehicle date of sale, or mileage by term selected, whichever occurs first.</b>				
<table style="width:100%; border:none;"> <tr> <td style="width:50%; border:none;"><i>Maximum Years from Vehicle Date of Sale</i></td> <td style="width:50%; border:none;"><i>Maximum Vehicle Odometer Reading at Expiration</i></td> </tr> <tr> <td style="border:none;"> <input type="radio"/> 2 YEARS    <input type="radio"/> 5 YEARS  <input type="radio"/> 3 YEARS    <input type="radio"/> 6 YEARS  <input type="radio"/> 4 YEARS    <input type="radio"/> OTHER _____                 </td> <td style="border:none;"> <input type="radio"/> 60,000 MILES    <input type="radio"/> 100,000 MILES  <input type="radio"/> 75,000 MILES    <input type="radio"/> OTHER _____                 </td> </tr> </table>		<i>Maximum Years from Vehicle Date of Sale</i>	<i>Maximum Vehicle Odometer Reading at Expiration</i>	<input type="radio"/> 2 YEARS <input type="radio"/> 5 YEARS <input type="radio"/> 3 YEARS <input type="radio"/> 6 YEARS <input type="radio"/> 4 YEARS <input type="radio"/> OTHER _____	<input type="radio"/> 60,000 MILES <input type="radio"/> 100,000 MILES <input type="radio"/> 75,000 MILES <input type="radio"/> OTHER _____
<i>Maximum Years from Vehicle Date of Sale</i>	<i>Maximum Vehicle Odometer Reading at Expiration</i>				
<input type="radio"/> 2 YEARS <input type="radio"/> 5 YEARS <input type="radio"/> 3 YEARS <input type="radio"/> 6 YEARS <input type="radio"/> 4 YEARS <input type="radio"/> OTHER _____	<input type="radio"/> 60,000 MILES <input type="radio"/> 100,000 MILES <input type="radio"/> 75,000 MILES <input type="radio"/> OTHER _____				

<b>4 CUSTOMER INFORMATION/COVERED VEHICLE</b>				
SERVICE CONTRACT HOLDER'S NAME		(Last)	(First)	(Middle Initial)
ADDRESS			TELEPHONE	
			(     )	
CITY		STATE	ZIP	
YEAR	MAKE	MODEL	CLASS CODE	VEHICLE IDENTIFICATION NUMBER
<b>THIS VEHICLE MUST HAVE REMAINING MANUFACTURER'S WARRANTY IN EFFECT</b>				
ISSUE MILEAGE (Odometer reading at Date of Sale)		VEHICLE PURCHASE PRICE		DATE OF SALE (refer to Expiration explanation below)
LIENHOLDER				
ADDRESS				
CITY		STATE	ZIP	
ISSUING DEALER/LESSOR NAME				
ADDRESS				
CITY		STATE	ZIP	

**EXPIRATION: THIS SERVICE CONTRACT EXPIRES WHEN ONE OF THE FOLLOWING FIRST OCCURS.**

1. Expiration Date: Service Contract expires when selected Term (indicated and defined in Box 3 above), commencing from "Date of Sale," expires at 11:59 P.M. local time on that date.
2. Expiration Mileage: Service Contract expires when the odometer reads or exceeds the mileage limit checked in Box 3 (above).

<b>5</b>	<b>CHECK ADDITIONAL COVERED ITEMS (COVERED ITEMS MUST BE CHECKED AT TIME OF SALE)</b> <input type="radio"/> TURBO/SUPERCHARGER <input type="radio"/> FOUR-WHEEL DRIVE/ALL-WHEEL DRIVE <input type="radio"/> DIESEL <input type="radio"/> FACTORY-INSTALLED NAVIGATIONAL SYSTEM
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I acknowledge receipt of the Service Contract and hereby declare that the above information is correct, and that I have read and understand the entire Service Contract (pages 1-4), including the State Changes and "YOUR RESPONSIBILITIES" below.	OFFICIAL USE _____ DEALER REPRESENTATIVE SIGNATURE	SERVICE CONTRACT PRICE _____ DATE
_____ CUSTOMER SIGNATURE	_____ DATE	_____ DATE

**YOUR RESPONSIBILITIES - IN ORDER TO KEEP THIS SERVICE CONTRACT VALID, service and maintain Your Vehicle as recommended by the Manufacturer within 30 days or 1,000 miles of the schedule required by the Manufacturer. Verifiable receipts and work orders from a licensed repair facility showing date(s), mileage and the service(s) performed must be kept and may be required to establish coverage. You may perform required servicing yourself, provided You maintain a contemporaneous maintenance log and keep all receipts for parts. In Washington, the implied warranty of merchantability on the motor Vehicle is not waived if this Service Contract has been purchased within 90 days of the purchase date of the Vehicle from the Issuing Dealer who also sold the Vehicle covered by this Service Contract. In order to claim benefits, follow the procedure on page 4, "HOW TO MAKE A CLAIM". I hereby declare that I have fully read the terms of this Service Contract (pages 1-4 and the applicable State Changes Page) including: (1) "WHAT IS COVERED"; (2) "WHAT IS NOT COVERED AND NON COVERED PARTS"; (3) term and milage limitations; (4) "ARBITRATION AGREEMENT"; (5) my right to a refund, and I understand and accept all the provisions therein. There have been no other oral or written agreements or representations made other than those expressly contained in this Service Contract. Purchase of this Service Contract is optional, and not required to obtain financing.**

IF NO COVERAGE IS SELECTED IN BOX 1, PLAN P POWERTRAIN COVERAGE WILL BE IN EFFECT. A \$100.00 DEDUCTIBLE WILL APPLY UNLESS OTHERWISE INDICATED IN BOX 2. IF NO TERM AND MILEAGE HAS BEEN INDICATED IN BOX 3, COVERAGE WILL BE IN EFFECT FOR 2 YEARS/60,000 MILES, WHICHEVER FIRST OCCURS. ANY MODIFICATION, ALTERATION, OR CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS SERVICE CONTRACT ARE INVALID AND OF NO FORCE OR EFFECT.

**AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS. Claims Toll Free - 1 (800) 242-9442 Roadside Assistance - 1 (888) 233-2371**

**Definitions -**

**Obligor/Service Provider:** means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc.. In Maine this **Service Contract** is between **You** and the **Issuing Dealer**. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).

**Mechanical Breakdown:** means the failure of a covered part due to a defect in the part of faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of the **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.

**Motor Vehicle/Vehicle:** means the **Vehicle** covered by this **Service Contract**, as identified on the Declarations Page.

**Service Contract Purchase Price/Provider Fee:** means the price paid by **You** for the purchase of this **Service Contract**.

**Service Contract:** means this **Service Contract** and **Your** completed Declarations Page.

**Service Contract Purchaser/Holder:** means the purchaser of this **Service Contract** as named on the Declarations Page.

**Issuing Dealer/Service Contract Seller:** means the entity who sells the **Service Contract** to the **Service Contract Purchaser/Holder**.

**We, Us, or Our:** means the **Obligor/Service Provider**. In Maine **We, Us** or **Our** means the Issuing Dealer.

**You or Your:** means the **Service Contract Purchaser/Holder** as named on the Declarations Page.

**WHAT IS COVERED:** Upon payment of the deductible amount per visit selected on the front of this **Service Contract** and before the expiration of this **Service Contract**, **We** will at **Our** option pay for, repair, replace, or reimburse **You** or the repair facility for the reasonable cost of necessary mechanical repairs to the components in the specific coverage selected due to a **Mechanical Breakdown**, without additional charge to **You**. A **Mechanical Breakdown** does not include gradual reduction in operating performance as a result of normal wear and tear when no **Mechanical Breakdown** has occurred. **Replacement of any part may be made with new parts, remanufactured parts, non-original manufacturer's parts, or with parts of like kind and quality at the time of Mechanical Breakdown.**

**PLAN P POWERTRAIN COMPONENT COVERAGE**

**ENGINE**

All internal lubricated parts; timing chains, gears and cover, timing belt, tensioner, pulleys and cover; oil pump and gears; water pump; valve covers; oil pan; manifolds; flywheel; harmonic balancer; engine mounts; seals and gaskets; turbo, supercharger, and internal parts. Note: Cases, housings, engine block and cylinder heads are covered only **if damaged by the failure of an internal lubricated part.**

**TRANSMISSION AUTOMATIC/TRANSFER CASE**

All internal lubricated parts; torque converter; vacuum modulator; front pump; transmission mounts; seals and gaskets.

**TRANSMISSION MANUAL/TRANSFER CASE**

All internal lubricated parts; transmission mounts; seals and gaskets.

**FRONT-WHEEL DRIVE**

All internal lubricated parts; axle shafts; constant velocity joints; front hub assembly and bearings; seals and gaskets.

**REAR-WHEEL DRIVE**

All internal lubricated parts; propeller shafts, supports and U-joints; axle shafts and bearings; seals and gaskets.

**PLAN A COMPREHENSIVE COMPONENT COVERAGE  
PLAN P COMPONENTS ABOVE PLUS THE FOLLOWING COMPONENTS:**

**ENGINE COOLING SYSTEM**

Fan, fan clutch, fan motor.

**FACTORY AIR CONDITIONING**

Condenser, compressor, evaporator, dryer, temperature control programmer, seals and gaskets.

**FRONT SUSPENSION**

Struts; upper and lower control arms and shafts and bushings; upper and lower ball joints; stabilizer shaft; linkage and bushings; spindles and supports; wheel bearings.

**STEERING**

All internal lubricated parts; rack and pinion and all internal parts; power cylinder assembly, power steering pump, main and intermediate steering shafts and couplings; tie rods and tie rod ends; idler arm; pitman arm.

**FUEL SYSTEM**

Fuel pump, fuel injection pump, lines, nozzles and vacuum pump.

**BRAKES**

Master cylinder; power brake booster, wheel cylinders; hydraulic lines and fittings; disc calipers.

**ELECTRICAL**

Alternator, voltage regulator, distributor, starter motor, starter drive and solenoid; electronic ignition module, wiring harnesses, manually operated switches, wiper motor, power window motor, sunroof motor.

**ELECTRONIC HIGH TECH COMPONENTS**

Level control compressor, sensors and limiter valve; pneumatic suspension pump, sensors and valves; fuel injection sensors and control module; ignition module; spark control detonation sensors and controller; drive information display and module; moisture control unit and sensors; anti-detonation sensors; manufacturer installed combination entry system; manufacturer installed anti-theft device; ABS (anti-locking system).

**ELECTRICAL PLUS**

All power motors and solenoids related to the electrical operations of antennas, door locks, power headlight motors, seat motors, mirrors, convertible tops, power trunk releases.

**FACTORY-INSTALLED NAVIGATIONAL SYSTEM**

Display, controls, and all electrical components.

**PLAN B EXCLUSIONARY COVERAGE  
PLAN P AND PLAN A COVERAGE PLUS:**

Plan B Exclusionary Coverage provides all the coverage as listed above and also provides coverage for repair/replacement of ALL original equipment factory-installed mechanical and electrical operating parts and assemblies on the covered vehicle except those items under "**WHAT IS NOT COVERED and NON COVERED PARTS**" shown below.

**ADDITIONAL BENEFITS**

**TOWING ASSISTANCE:** If towing becomes necessary, towing costs not payable by insurance will be covered up to \$100.00 per occurrence by Roadside Assistance. **You must call Roadside Assistance, at (888) 233-2371 prior to receiving towing assistance.** (Towing Assistance available where allowed by law).

**SUBSTITUTE TRANSPORTATION REIMBURSEMENT:** In the event of a **Mechanical Breakdown** of a covered component, you may be eligible for substitute transportation reimbursement. Such expense shall be limited to actual per day cost up to \$35.00 per calendar day, a 5 day maximum, not to exceed \$175.00 per occurrence. **The substitute Vehicle must be rented from the Issuing Dealer, the repair facility, or from a licensed rental agency.** Reimbursement of substitute transportation shall not continue beyond the day on which the repairs are completed and the customer is notified of completion. **Rental receipts are required for reimbursement (Rental Reimbursement available where allowed by law.)**

**TRIP INTERRUPTION REIMBURSEMENT:** When a covered breakdown disables a covered **Vehicle** and the covered repairs are completed more than 100 miles away from the **Service Contract Holder's** residence, we will reimburse the **Service Contract Holder** for lodging and meal expenses incurred by the **Service Contract Holder** between the date of **Mechanical Breakdown** and the date on which the covered repairs are completed. You will be reimbursed for actual expenses, up to \$75.00 per day, not to exceed a 3-day maximum of \$225.00. **Receipts are required for reimbursement.** (Trip Interruption Reimbursement available where allowed by law.)

**Complimentary 24-Hour ROADSIDE ASSISTANCE Toll Free (888) 233-2371 - If Your Vehicle** is in need of non-accident related Roadside Assistance, **You** must call the toll-free number listed above for service. For the term of this **Service Contract**, the following benefits are available 24-hours a day, 365 days a year, anywhere in the United States and Canada:

1. *Towing Assistance*
2. *Jump Starts*
3. *Flat Tire Changes* (with customer's inflated spare)
4. *Vehicle Fluid Delivery - cost of fluids extra*
5. *Lock-out Assistance - key cuts/replacement extra*
6. *Concierge Service - courtesy help & emergency phone call support to relatives, police, etc.*

A Maximum Benefit of \$100 per incident applies. Only requests for services dispatched through the above listed number will be honored. (Services are not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.) No Deductible is applied.

**LIMIT OF LIABILITY:** The total of all benefits paid or payable under this Service Contract shall not exceed the purchase price of the Vehicle excluding taxes, title, and licenses cost of the Vehicle. The "Limited" Service Contract is NOT a warranty and does NOT guarantee the utility or performance of the Vehicle. The total benefits payable for any single repair or replacement shall not exceed the actual cash value of the Vehicle immediately prior to the Mechanical Breakdown. This determination will be made using the most current National Automobile Dealers Association Used Car Guide for Your Vehicle.

#### **WHAT IS NOT COVERED AND NON-COVERED PARTS**

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on page 2 as a "Covered Part"; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc., as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repared, so that the actual mileage can not be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for commercial purposes such as hauling, hauling for hire, delivery, shuttle, taxi or limousine service, law enforcement services, emergency services, security services, snow plowing, cable installation or removal or any Vehicles which are rented; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine's compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); **(9) pre-existing conditions (all covered parts under the Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract);** (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under "YOUR RESPONSIBILITIES" on the Declaration page; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; (21) glass, lenses, sealed beams, tires, trim, moldings, bright metal, upholstery and paint; (22) also not covered on all plans:

**MECHANICAL:** Refrigerant, coolant and fluids unless required for a covered repair. Service adjustments/cleaning, throttle body assembly (except injectors), contaminated fuel system, air conditioning recharge, battery/battery cables, bolts and fasteners, belts, hoses, brakes (front hubs, drums, shoes, lining, disc rotors and pads), exhaust system (including catalytic converter), filters, lights (bulbs, sealed beam and lenses), lubricants, manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders, manual clutch disc, strut inserts, shock absorbers, spark/glow plugs and wires, squeaks and rattles, tires, tune-ups, wheel balancing, wheel alignment, wheel studs, wiper blades, shop supplies and hazardous waste removal. Repairs, retrofit, or replacement of any components caused by or due to compliance with any law or legislation including the Clean Air Act. Navigation Systems are not covered (except if the Navigation System option was selected on page 1 of this Service Contract). Navigation System coverage not available for Plan P: Powertrain Coverage.

**EXTERIOR:** Service adjustments (glass and body parts), bright metal, bumpers, body panels, door handles, hinges, glass, moldings, outside ornamentation, convertible or vinyl tops, paint, rust, sheet metal, side view mirrors (glass and housing), air and water leaks, weather-strip, wheel covers/ornaments and wind noise. Physical damage, alignment or bumper and body parts.

**INTERIOR:** Buttons, carpet, dash pad, door and window handles, knobs, rearview mirror (glass and housing), trim, and upholstery. All non-factory installed items and equipment, such as, but not limited to radios, tape players, compact disc players, graphic equalizers, speakers, cellular telephones, theft deterrent systems, radar detectors, and heads up display system.

**MAINTENANCE RESPONSIBILITIES:** If you fail to perform the manufacturer's recommended maintenance such as oil changes and other periodic services and Your failure results in a Mechanical Breakdown, this will result in loss of Your protection under this Service Contract. Maintenance records from the Vehicle sale date supported by receipts indicating dates, mileage, and services performed must be kept by You or subsequent owner of this Service Contract and made available to the Issuing Dealer or repair facility upon request.

**CONTRACT TERRITORY, TERM AND MILEAGE EXPIRATION:** This Service Contract applies to a Mechanical Breakdown occurring only within the United States and Canada. This Service Contract is effective on the Date of Sale and expires based on either elapsed time from the Date of Sale at 11:59 local time on that date, or when the Vehicle has accumulated the total mileage limitation, whichever shall occur first, based upon the Term/Mileage selected.

**CANCELLATION:** You may cancel this Service Contract by submitting a written request to the Issuing Dealer containing the following information: the Service Contract number; vehicle identification number; current mileage; and make and model of Your Vehicle. If you cancel this Service Contract within sixty (60) days of its date of sale and no claims have been made, a full refund will be paid. If you cancel this Service Contract after sixty (60) days of its date of sale or after a claim has been made, a pro rata refund less a thirty-five dollar (\$35.00) cancellation fee for the unexpired portion of this Service Contract will be paid. The amount of the refund will be calculated as follows: The purchase price of this Service Contract shall be multiplied by the greater of a) the fraction obtained by dividing the total mileage elapsed since the time of sale by the difference between the maximum miles covered and the Vehicle mileage at the time of sale or b) the fraction obtained by dividing the number of months this Service Contract has been in effect since the time of sale by the difference between the maximum number of months the Vehicle was in service prior to the date of sale of this Service Contract. The difference between the number so obtained and the price of this Service Contract, less the cancellation fee, is the amount of the refund. In the event of a repossession, the lien holder will be the sole payee. **CANCELLATION FEE:** The Cancellation Fee is \$35.00. This Service Contract may be cancelled if the Vehicle does not meet the eligibility and underwriting guidelines of Our Insurer.

**Important:** See State Changes regarding Your rights, privileges, and conditions governing cancellation of this Service Contract in Your state.

**ARBITRATION AGREEMENT:** In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this Service Contract or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of the Contract's effective date ([www.adr.org](http://www.adr.org)). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

**TRANSFER OF VEHICLE OWNERSHIP:** In the event you sell the covered Vehicle, this Service Contract shall terminate. You may apply for a transfer to the new owner. Submit immediately (within fifteen [15] days of the change in ownership) to the Issuing Dealer in writing, along with the transfer fee of \$50.00, the following: The Service Contract number, vehicle identification number, mileage, make and model of the Vehicle, date of sale of the Vehicle, and the name and address of both Yourself and the new owner of the covered Vehicle. This Service Contract may not be assigned separately from the covered Vehicle, nor can it be assigned to a new or used car dealership or anyone other than an individual person purchasing Your Vehicle. Copies of maintenance records must be obtained from the original owner by the new owner of the Vehicle to assure transfer of the manufacturer's warranty. In the event this Service Contract is properly transferred to an individual person purchasing Your Vehicle in accordance with the terms and conditions above, this Service Contract may not be transferred by the new owner of the covered Vehicle to any subsequent owner under any circumstance.

**Important:** See State Changes regarding Your rights, privileges, and conditions governing transfer of this Service Contract in Your state.

## HOW TO MAKE A CLAIM

**CLAIMS SERVICE PHONE NUMBER AND ADDRESS:** Nationwide Toll Free (800) 242-9442. P.O. Box 4493, Woodland Hills, CA 91365.

**CLAIMS SERVICE BUSINESS HOURS:** Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.

**AFTER HOURS CLAIMS SERVICE:** For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section B. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours. **It is a condition for coverage that BEFORE ANY REPAIR or replacement is made, the Service Contract Purchaser (or the chosen Repair Facility) MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE.** The Claims Service shall have a reasonable period of time to exercise its option to inspect the Vehicle.

**A. In the event of a Mechanical Breakdown, You MUST follow this procedure:**

If YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer, You MUST deliver Your Vehicle to the Issuing Dealer at the address shown on the Declaration Page.

1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered Mechanical Breakdown, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the Mechanical Breakdown is covered under this Service Contract, We will also pay the reasonable cost to tear down.
2. Return Your Vehicle to the Issuing Dealer or any licensed repair facility and present a copy of this Service Contract. Contact the Claims Service at the above number before repairs begin.
3. Provide receipts for required maintenance servicing. (See "Your Responsibilities" in the Declarations section.)
4. Pay the applicable deductible and any other non-covered charges.

**B. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:**

1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.
2. You or the Repairer must contact the Claim Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.
3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.
4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.
5. If Claims Service re-opens before repairs to Your Vehicle are completed You MUST IMMEDIATELY contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.

**Travel Guard Claim Payment Benefit** - In the event You are unable to return the Vehicle to Your Issuing Dealer, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

**NATURE OF AGREEMENT:** You agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to Service Contracts.

**NOTICE:** The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. You may file a claim with this insurance company if any promise made in the **Service Contract** has been denied or has not been honored within sixty (60) days after the date proof of loss was filed.

## STATE CHANGES

If you purchased this **Service Contract** in any of the following states, the **Service Contract** is amended as indicated below:

**ALABAMA:** The Cancellation provision is amended by revising the cancellation fee to \$25.00

The following is added to the Cancellation provision: A cancellation fee will only be charged for cancellations requested by You. It will not apply to cancellations initiated by Us. A 10% penalty will be added to any refund not paid or credited within 45 days.

**ALASKA:** The Cancellation provision is amended to state that the cancellation fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If We cancel this **Service Contract**, We shall mail a written notice of cancellation to You at Your last known address at least 60 days before the effective date of cancellation. However, if We cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by You to provide the information necessary to determine the **Service Contract** purchase price, We will mail a written notice of cancellation to You at Your last known address before the 20th day proceeding the effective date of cancellation. If We cancel this **Service Contract** for conviction of You of a crime, fraud or material misrepresentation made by You or a representative of You in obtaining this **Service Contract** or by You in pursuing a claim under this **Service Contract**, written notice shall be mailed to You at Your last known address at least 10 days before the effective date of the cancellation.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**ARIZONA:** The following sentence is added to the Cancellation provision: If You are unable to recover a refund from the **Issuing Dealer**, You may request from Us a refund of the **Service Contract** purchase price.

The following is added to the Arbitration Agreement provision: The arbitration process is voluntary and both parties must mutually agree to arbitration. Any arbitration clause does not preclude Your right to file a complaint with the Arizona Department of Insurance under the provisions of Arizona Revised Statutes §20-1095.04 and 20-1095.09. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under "WHAT IS NOT COVERED AND NON-COVERED PARTS",

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: (10) A **Vehicle** that You have modified, or that You are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The first sentence of item A. of the How to Make a Claim provision is deleted and replaced with the following:

**IF YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer You must deliver Your Vehicle to the Issuing Dealer at the address shown on the Declaration Page or to a licensed motor vehicle repair facility for repair.**

The last sentence of the Notice provision is deleted and replaced with the following:

You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days after the date proof of loss was filed.

**ARKANSAS – NOTICE TO PURCHASER:** The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a motor **Vehicle**.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**CALIFORNIA:** The cancellation provision is deleted and replaced with the following:

Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of this **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to You, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by Us for any reason within 60 days of the **Service Contract** purchase date if We mail a notice postmarked before the 61st day after the date You purchased this **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, We shall refund the full purchase price stated on this **Service Contract** within 30 days from the date of cancellation. However, if We have paid a claim, or has advised You in writing that it will pay a claim, it shall provide a pro-rata refund.

Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Roadside Assistance provided through Emergency Response Marketing at (888) 233-2371.

The Notice provision is deleted and replaced with the following: **NOTICE:** Performance to You under this **Service Contract** is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is, Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at (800)927-4357.

## STATE CHANGES (CONTINUED)

**COLORADO:** This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W823-0407.

**CONNECTICUT:** Resolution of Disputes: If **You** are not satisfied with **Our** resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Cancellation provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.

The following is added to the Contract Territory, Term and Mileage Expiration: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, 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 comes 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 the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase this **Service 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 **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**FLORIDA:** In Florida **We, Us and Our** means **Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365**.

The Cancellation provision is deleted and replaced with the following:

### **Cancellation**

Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less any claims paid and less an administrative fee of five percent (5%) of this **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After this **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or the odometer has been tampered with or disabled; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of this **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and non-binding. The venue for arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

The first sentence of item A. of the How to Make a Claim provision is deleted and replaced with the following:

**IF YOUR VEHICLE IS WITHIN FORTY (40) MILES of the Issuing Dealer, You must deliver Your Vehicle to the Issuing Dealer, if possible, at the address shown on the Declaration Page.**

**GEORGIA:** The Cancellation provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to **Us** along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide **Us** with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by **Us**. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety.

Under, "WHAT IS NOT COVERED AND NON-COVERED PARTS",

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under this **Service Contract** must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

**HAWAII:** The following is added to the Cancellation provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to **Us**; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited within 45 days after the return of this **Service Contract**.

The following language is added to this **Service Contract**: 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 less 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 **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service 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 **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**IDAHO – NOTICE TO PURCHASER:** The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this motor **Vehicle Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

**ILLINOIS:** The Cancellation provision amended by revising the cancellation fee to 10% of the **Service Contract** purchase price or \$35.00 whichever is less.

**INDIANA:** The following is added to this **Service Contract**: **Your** proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

**IOWA:** Pursuant to the Iowa Motor **Vehicle Service Contracts** Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Securities Bureau, 340 East Maple Street, Des Moines, Iowa 50319-0066., (515) 281-4441.

**KANSAS:** The Roadside Assistance coverage is not available in Kansas.

## STATE CHANGES (CONTINUED)

**KENTUCKY:** Towing, Substitute Transportation Reimbursement, Trip Interruption Reimbursement and Roadside assistance coverages are only available in Kentucky if the benefit is directly related to the **Mechanical Breakdown**.

**LOUISIANA:** The Cancellation provision is deleted and replaced with the following:

**CANCELLATION:** **You** may cancel this **Service Contract** by submitting a written request to the Issuing Dealer containing the following information: the **Service Contract** number; vehicle identification number; current mileage; and make and model of **Your Vehicle**. If you cancel the **Service Contract** within sixty (60) days of its date of sale, a full refund will be paid. If you cancel this **Service Contract** after sixty (60) days of its date of sale, a pro rata refund less a thirty-five (\$35.00) cancellation fee for the unexpired portion of this **Service Contract** will be paid. The amount of the refund will be calculated as follows: The purchase price of this **Service Contract** shall be multiplied by the greater of a) the fraction obtained by dividing the total mileage elapsed since the time of sale by the difference between the maximum miles covered and the **Vehicle** mileage at the time of sale or b) the fraction obtained by dividing the number of months this **Service Contract** has been in effect since the time of sale by the difference between the maximum number of months the **Vehicle** was in service prior to the date of sale of this **Service Contract**. The difference between the number so obtained and the price of this **Service Contract**, less the cancellation fee, is the amount of the refund.

**MASSACHUSETTS: NOTICE TO PURCHASER:** The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the Issuing Dealer of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Cancellation provision is amended by deleting the cancellation fee. A cancellation fee will not be charged in Massachusetts.

The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.

The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under What is not covered and non-covered parts the following is added to item #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

**MINNESOTA: MINNESOTA AMENDMENT:** Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor **Vehicle** has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor **Vehicle** has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.

The following is added to the Cancellation provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The What is not covered and non-covered parts provision is amended as follows:

Item #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Item #7 is deleted and replaced with the following: "(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants."

Items # 9, 16 and 19 are deleted.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

The phrases "...but not limited to..." and "...such as..." are deleted wherever they appear in this **Service Contract**.

**MISSISSIPPI:** The Arbitration Agreement provision is voluntary and non-binding.

**NEBRASKA:** The Arbitration Agreement provision is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

**NEVADA:** The following is added to the Cancellation provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **Vehicle**. In the event of cancellation. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 60 days after the return of this **Service Contract**

If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact **Us** for further information).

**NEW HAMPSHIRE:** The following is added to the Notice provision: 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.

**NEW MEXICO:** The following is added to the Cancellation provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **Vehicle**. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**

**NORTH CAROLINA:** The Cancellation provision is amended by revising the cancellation fee to \$35.00 or 10% of the refund amount, whichever is less.

**OKLAHOMA: NOTICE TO PURCHASER:** This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.

The Cancellation provision is amended by revising the cancellation fee to \$35.00 or 10% of the refund amount, whichever is less.

**RHODE ISLAND:** The following language is added to the **Service Contract: 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 less than 36,000 miles at the time of sale

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more 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 **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service 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 **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**SOUTH CAROLINA:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Cancellation provision is amended by revising the cancellation fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

**TEXAS:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

## STATE CHANGES (CONTINUED)

**UTAH:** Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon **Our** failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on **Our** behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to **Our** contractual obligations under this **Service Contract** issued or sold by **Us**.

The following is added to the Cancellation provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section B.5 of "How to Make a Claim": **Your** failure to submit items B.1, B.2, and B.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the "How to Make a Claim" section: **NATURE OF AGREEMENT:** You agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty— Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to **Service Contracts**.

**VERMONT:** The following is added to the Cancellation provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration Agreement provision is amended to state that Arbitration is binding upon the parties only if both parties agree to the Arbitration process.

**VIRGINIA - We** do not cover loss due to fraud, dishonesty or any criminal act. This applies whether such act is committed by **You** or by any of **Your** partners, officers, directors, employees, trustees or agents, and whether such person acts alone or in collusion with others. **We** do not cover any loss if the owner has other valid and collectible insurance against such loss or if such loss is covered by any other warranty or **Service Contract**. **We** do not cover any loss which occurs while the covered **Vehicle** is used in any illicit trade or transportation or in the commission of a felony. NOTICE TO DEALER: Issuing Dealers are not permitted to sell **Service Contracts** on LEASED vehicles pursuant to the provisions of Administrative Letters 1982-10 and 1982-16.

**WASHINGTON:** The following is added to the Arbitration Agreement provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with this **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Cancellation provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicles** odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within this **Service Contract** are guaranteed by Policy number 55-WAVW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800)950-6060.

**WEST VIRGINIA:** The Arbitration Agreement provision is deleted and replaced with the following:

If **We** and **You** do not agree whether coverage is provided under this **Service Contract** for a claim made by or against **You**, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will:

(a) pay its chosen arbitrator; and

(b) bear the other expenses of the third arbitrator equally.

**WISCONSIN: THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

**WYOMING:** The following is added to the Cancellation provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use, **We** shall mail a written notice to **You** at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract** to **Us**.

The Arbitration Agreement provision is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.

*SERFF Tracking Number:*      *PRTB-125292006*                      *State:*                      *Arkansas*  
*Filing Company:*              *Lyndon Property Insurance Company*              *State Tracking Number:*      *AR-PC-07-026091*  
*Company Tracking Number:*  
*TOI:*                      *33.0 Other Lines of Business*                      *Sub-TOI:*                      *33.0004 Service Contracts*  
*Product Name:*              *Toyota Elite*  
*Project Name/Number:*      *ELT-TY07/ELT\*TY07*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: PRTB-125292006 State: Arkansas  
Filing Company: Lyndon Property Insurance Company State Tracking Number: AR-PC-07-026091  
Company Tracking Number:  
TOI: 33.0 Other Lines of Business Sub-TOI: 33.0004 Service Contracts  
Product Name: Toyota Elite  
Project Name/Number: ELT-TY07/ELT\*TY07

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 09/18/2007

**Comments:**

**Attachment:**

industry\_rates\_PCtransDoc\_intelligent[1].pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

<b>5. Company Tracking Number</b>	
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

22. Filing Fees (Filer must provide check # and fee amount if applicable)  
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:  
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

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## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1